

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jennifer Mellon, Senior Management Analyst 

DATE: May 19, 2010 (Meeting of June 2, 2010)

SUBJECT: Consider a Second Amendment to the Household Hazardous Waste Collection Agreement between the City of Moorpark and the City of Camarillo

BACKGROUND

On March 22, 2005, Council approved an agreement between Moorpark and Camarillo for monthly household hazardous waste (HHW) event participation in Camarillo held at the MSE Environmental, Inc. site. The term of the agreement extends to June 30, 2010.

In June, 2007, Council approved a First Amendment to the Agreement which increased the per-vehicle fee per the conditions in the 2005 agreement. The fee was increased by \$2.00 per vehicle to \$77.00 per vehicle with a \$5.00 administrative fee per participant.

DISCUSSION

This Second Amendment to the HHW Agreement extends the term of the Agreement only. The new term language states the Agreement will expire on June 30, 2011 with automatic extensions for successive periods of one year with a termination by either party for any reason with a thirty day written notice. All other terms of the original Agreement and the cost per vehicle shall remain the same.

FISCAL IMPACT

There is no fiscal impact.

STAFF RECOMMENDATION

Approve Amended Household Hazardous Waste Event Agreement between the City of Moorpark and the City of Camarillo, subject to final language approval by the City Manager and the City Attorney, and authorize the City Manager to sign the amendment.

Attachment A: Second Amendment

**SECOND AMENDMENT TO AGREEMENT REGARDING HOUSEHOLD
HAZARDOUS WASTE COLLECTION PROGRAM**

(AGREEMENT NO. 2005-13)

This SECOND AMENDMENT TO AGREEMENT REGARDING HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM (AGREEMENT NO. 2005-13) ("Second Amendment") is entered into by the City of Camarillo ("Camarillo") and the City of Moorpark ("Moorpark"), and is effective as of July 1, 2010.

RECITALS

- A. Camarillo and Moorpark have entered into that certain AGREEMENT REGARDING HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM (AGREEMENT NO. 2005-13) ("Agreement") effective as of April 13, 2005.
- B. Unless otherwise indicated in this Second Amendment, all terms have the meaning ascribed to such terms in the Agreement.
- C. The parties desire to extend the Agreement thus amend Article 2 of the Agreement.

AGREEMENT

ARTICLE 2, PURPOSE, TERM, TERMINATION AND AMENDMENTS shall be deleted and replaced with:

This program shall provide PARTICIPANTS a location for HHW or CESQG WASTE drop-off at the City of Camarillo's monthly EVENTS, pursuant to the City of Camarillo's CONTRACT. The City of Moorpark may participate in one or more EVENTS per month as agreed upon by both parties. This AGREEMENT shall be effective on the date of its execution hereof by both parties and shall continue in effect for a period of twelve (12) months, through June 30, 2011, on the condition that sufficient funding is available, following which the Agreement shall be automatically extended for successive periods of one (1) year. Either party may terminate this AGREEMENT for any reason upon thirty (30) days written notice to the other party. Any substantive amendment, modification, extension, or variation of the terms of this AGREEMENT shall be in writing and shall be effective only upon written approval by the authorized representatives of the City of Camarillo and the City of Moorpark.

RATIFICATION OF AGREEMENT

All provisions of the Agreement and any written Amendment thereto, not inconsistent herewith, shall remain in full force and effect.

This Amendment shall be effective July 1, 2010.

THE UNDERSIGNED REPRESENTATIVES OF THE PARTIES execute this Second Amendment (Agreement No. 2005-13) effective as of the date first set forth above.

CITY OF CAMARILLO

By: _____
Jerry Bankston, City Manager

ATTEST:

BY: _____
Jeffrie Madland, City Clerk

CITY OF MOORPARK

By: _____
Steven Kueny, City Manager

ATTEST:

BY: _____
Deborah S. Traffenstedt, City Clerk