

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director

Prepared by: Shaun Kroes, Senior Management Analyst



DATE: November 7, 2014 (CC Meeting of 11/19/14)

**SUBJECT: Consider Amendment No. 11 to Agreement with David S. Hopkins
(Pacific Sweep) for Street Sweeping Services**

BACKGROUND/DISCUSSION

On January 5, 2000, the City entered into an Agreement with Pacific Sweep for street sweeping services. Pacific Sweep sweeps City-owned streets, the Metrolink parking lots, and State-owned streets that are within the city limits (Los Angeles Avenue, Moorpark Avenue, and Walnut Canyon Road). The City receives reimbursement from the California Department of Transportation for State streets swept by Pacific Sweep.

The Agreement has been amended ten times. The first amendment was on October 10, 2005, when the term was extended from December 31, 2005 to December 31, 2010. The second amendment was on April 8, 2010, when Pacific Sweep's name was changed from Pacific Sweep to David S. Hopkins doing business as Pacific Sweep. The third amendment was on December 30, 2010, when the term was extended from December 31, 2010 to June 30, 2011. The third amendment also granted Pacific Sweep permission to store one of its street sweeping vehicles on City property and included additional insurance and indemnification requirements. The fourth amendment was on June 9, 2011, when the term was extended from June 30, 2011 to December 31, 2011. The fifth amendment was on December 28, 2011, when the term was extended from December 31, 2011 to June 30, 2012. The sixth amendment was on June 6, 2012, when the cost-of-living formula was decreased from seven percent to five percent and the term was extended from June 30, 2012 to December 31, 2012. The seventh amendment was on January 16, 2013, when the term was extended from December 31, 2012 to June 30, 2013. The eighth amendment was on June 5, 2013, when the term was extended from June 30, 2013 to December 31, 2013. The ninth amendment was on December 18, 2013, when the term was extended from December 31, 2013 to June 30, 2014. The tenth amendment was on June 6, 2014, when the term was extended from June 30, 2014 to December 31, 2014.

The current Agreement with Pacific Sweep is set to expire on December 31, 2014. Future street sweeping costs may be reimbursed to the City from the City's franchise solid waste haulers. On November 5, 2014, the City Council approved extending the City's existing solid waste Franchise Agreements to June 30, 2015, while transition discussions continue. Consequently, the street sweeping Agreement should be extended for another six months, to June 30, 2015, while the City's solid waste Franchise Agreements' negotiations continue. Staff is requesting that the City Manager be authorized to extend Pacific Sweep's Agreement an additional six months from December 31, 2014 to June 30, 2015.

FISCAL IMPACT

Amendment No. 11 will include the extension of street sweeping services until June 30, 2015. Compensation for this Amendment for services provided between January 1, 2015 and June 30, 2015, shall not exceed \$58,350.00. The City's FY 2014/15 budget has sufficient funds to cover the extension of street sweeping services.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 11 to the Agreement with David S. Hopkins (Pacific Sweep) for Street Sweeping Services, extending the Agreement until June 30, 2015, subject to final language approval by the City Manager and City Attorney.

Attachment: Draft Amendment No. 11 for Street Sweeping Services

**AMENDMENT NO. 11
TO AGREEMENT BETWEEN THE CITY OF MOORPARK
AND DAVID S. HOPKINS DOING BUSINESS AS PACIFIC SWEEP,
FOR STREET SWEEPING SERVICES**

This Amendment to Agreement, made and entered into this _____ day of _____, 2014, between the City of Moorpark, a California municipal corporation, hereinafter referred to as "City" and David S. Hopkins doing business as Pacific Sweep, hereinafter referred to as "Contractor".

Whereas, on January 5, 2000, the City and Pacific Sweep entered into an Agreement for certain street sweeping services to be provided to City by Pacific Sweep; and

Whereas, on October 10, 2005, Amendment No. 1 to the Agreement was approved, extending the Term to December 31, 2010; and

Whereas, on April 8, 2010, Amendment No. 2 to the Agreement was approved, changing Contractor's name from Pacific Sweep to David S. Hopkins doing business as Pacific Sweep; and

Whereas, on December 30, 2010, Amendment No. 3 to the Agreement was approved, permitting storage of a street sweeping vehicle on City property and extending the Term to June 30, 2011; and

Whereas, on June 9, 2011, Amendment No. 4 to the Agreement was approved, extending the Term to December 31, 2011, with an option for an additional six (6) month extension from December 31, 2011 to June 30, 2012; and

Whereas, on December 28, 2011, Amendment No. 5 to the Agreement was approved, extending the Term to June 30, 2012; and

Whereas, on June 6, 2012, Amendment No. 6 to the Agreement was approved, adjusting the cost-of-living increase formula detailed in Section III.B.4 of the Agreement from seven percent (7%) to five percent (5%), and extending the Term to December 31, 2012, with an option for an additional six (6) month extension from December 31, 2012 to June 30, 2013; and

Whereas, on January 16, 2013, Amendment No. 7 to the Agreement was approved, extending the Term to June 30, 2013; and

Whereas, on June 5, 2013, Amendment No. 8 to the Agreement was approved, extending the Term to December 31, 2013; and

Whereas, on December 18, 2013, Amendment No. 9 to the Agreement was approved, extending the Term to June 30, 2014, and incorporating Exhibit 'C', establishing a new curb-mile rate of \$18.53; and

Whereas, on June 6, 2014, Amendment No. 10 to the Agreement was approved, extending the Term to December 31, 2014, and incorporating Exhibit 'D'; and

Whereas, the City now desires to extend the Term of the Agreement from December 31, 2014 to June 30, 2015, and incorporate Exhibit 'E'.

Now, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:

I. Section I, TERM, is amended by replacing this section in its entirety as follows:

“The term of the Agreement shall be to June 30, 2015, unless sooner terminated as provided in Section IV, Part 24, Termination of Agreement.”

II. Section III, COMPENSATION, Part A, Contract Amount, is amended by replacing this section in its entirety as follows:

“In consideration of the performance of this Agreement, the City agrees to pay to Contractor, and Contractor agrees to accept full satisfaction for the work done hereunder, the amount of compensation set forth in Exhibit 'A' and Exhibit 'E'.”

III. Remaining Provisions:

Except as revised by this Amendment No. 11, all of the provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

DAVID S. HOPKINS, dba PACIFIC SWEEP

By: _____

By: _____

Steven Kueny, City Manager

David S. Hopkins, Owner

Attest:

Maureen Benson, City Clerk

EXHIBIT E

SCOPE OF WORK

Contractor shall invoice the City a curb-mile rate of \$18.53 based on the number of actual curb miles swept on a monthly basis. Compensation shall not exceed a maximum of \$58,350 for the Agreement Term, without a written Amendment to this Agreement executed by both parties.