

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Ron Coons, Interim Public Works Director
Prepared by: Shaun Kroes, Program Manager 

DATE: December 4, 2015 (CC Meeting of 12/16/15)

SUBJECT: Consider Amendment No. 13 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 current Agreement with Pacific Sweep is set to expire on December 31, 2015. Future street sweeping costs may be reimbursed to the City from the City's franchise solid waste haulers. The City's existing solid waste Franchise Agreements have been extended to March 31, 2016. Though the solid waste Franchise Agreements only have a 3-month extension, staff is requesting to extend the street sweeping Agreement an additional six months, to June 30, 2016, 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, 2015 to June 30, 2016.

FISCAL IMPACT

Amendment No. 13 will include the extension of street sweeping services until June 30, 2016. Compensation for this Amendment for services provided between December 31, 2015 and June 30, 2016 shall not exceed \$58,350.00. The City's FY 2015/16 budget has sufficient funds to cover the extension of street sweeping services.

Honorable City Council
December 16, 2015
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STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 13 to the Agreement with David S. Hopkins (Pacific Sweep) for Street Sweeping Services, extending the Agreement until June 30, 2016, subject to final language approval by the City Manager.

Attachment: Draft Amendment No. 13 for Street Sweeping Services

**AMENDMENT NO. 13
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 _____, 2015, 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, Amendment No. 1 to the Agreement extended the Term to December 31, 2010; Amendment No. 2 to the Agreement changed Contractor's name from Pacific Sweep to David S. Hopkins doing business as Pacific Sweep; Amendment No. 3 to the Agreement permitted storage of a street sweeping vehicle on City property and extended the Term to June 30, 2011; Amendment No. 4 to the Agreement extended the Term to December 31, 2011, Amendment No. 5 to the Agreement extended the Term to June 30, 2012; Amendment No. 6 to the Agreement adjusted the cost-of-living increase formula detailed in Section III.B.4 of the Agreement from seven percent (7%) to five percent (5%), and extended the Term to December 31, 2012; Amendment No. 7 to the Agreement extended the Term to June 30, 2013; Amendment No. 8 to the Agreement extended the Term to December 31, 2013; Amendment No. 9 to the Agreement extended the Term to June 30, 2014, and incorporated Exhibit 'C', establishing a new curb-mile rate of \$18.53; Amendment No. 10 to the Agreement extended the Term to December 31, 2014, and incorporated Exhibit 'D'; Amendment No. 11 to the Agreement extended the Term to June 30, 2015, and incorporated Exhibit 'E'; Amendment No. 12 to the Agreement extended the Term to December 31, 2015, and incorporated Exhibit 'F'; and

Whereas, the City Council declares its intention to further extend the Term of the Agreement from December 31, 2015 to June 30, 2016 and incorporate Exhibit 'G'.

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, 2016, 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 ‘G’.”

III. Remaining Provisions:

Except as revised by this Amendment No. 13, 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 G

SCOPE OF WORK

Contractor shall invoice the City a curb-mile rate of eighteen dollars and fifty-three cents (\$18.53) based on the number of actual curb miles swept on a monthly basis. Compensation shall not exceed a maximum of fifty-eight thousand three hundred fifty dollars (\$58,350.00) for the January 1, 2016 through June 30, 2016 service period, without a written Amendment to this Agreement executed by both parties.