

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Mary K. Lindley, Parks, Recreation, & Community Services Director 

**BY:** Jennifer Mellon, Senior Management Analyst 

**DATE:** July 20, 2007 (Meeting of August 1, 2007)

**SUBJECT:** Consider Approval of Amended Household Hazardous Waste Event 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.

Clean Harbors, the vendor that contracts with Camarillo to run the HHW events, has renegotiated their contract and increased the per-vehicle fee. The 2005 agreement with Camarillo stated that throughout the term of the Agreement City of Moorpark would be charged a per-vehicle fee of \$75.00 with a \$5.00 administrative fee per participant and that Camarillo will notify the City of Moorpark of material changes in their contract with Clean Harbors.

**DISCUSSION**

At the Camarillo City Council Meeting of July 25, 2007 a revised agreement for HHW services with Clean Harbors was approved.

The amendment reads that in no event shall the Moorpark be charged a cost per vehicle fee in excess of the amount currently charged to Camarillo under the Contract. Presently this increase amounts to \$2.00 per vehicle effective August 1, 2007; the per vehicle increase brings the total Moorpark cost to \$82.00 (\$77.00 per participant plus \$5.00 administrative fee) and should have an annual fiscal impact of under \$500.00.

**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 Mayor to sign the amendment.

Attachment A: Amendment

# ATTACHMENT A

## FIRST AMENDMENT TO AGREEMENT REGARDING HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

(AGREEMENT NO. 2005-13)

This FIRST AMENDMENT TO AGREEMENT REGARDING HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM (AGREEMENT NO. 2005-13) ("First Amendment") is entered into by the City of Camarillo ("Camarillo") and the City of Moorpark ("Moorpark"), and is effective as of August 1, 2007.

### 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 First Amendment, all terms have the meaning ascribed to such terms in the Agreement.
- C. The parties desire to amend [Section 2 of Article 3] of the Agreement to increase the maximum Cost Per Vehicle to the level currently paid by Camarillo to the Contractor.

### AGREEMENT

1. Amendment to [Section 2 of Article 3] . [Section 2 of Article 3] of the Agreement is amended and restated to read as follows:

"2. Allocation of Event Costs

Camarillo will use the Record to determine and allocate Contract Costs for a specific Quarter. Contract Costs will be represented as the Cost Per Vehicle, determined by dividing the total Quarter Event costs equally by the number of Participants per jurisdiction utilizing the facility during the specific Quarter.

Moorpark will reimburse Camarillo the Cost Per Vehicle for the number of Moorpark Participants. In no event will the Cost Per Vehicle exceed the amount then currently being charged by the Contractor to Camarillo under the Contract. Moorpark must also pay Camarillo a Cost Per Vehicle Administration Fee of \$5.00 per vehicle for Moorpark Participants.

Camarillo will promptly notify Moorpark of material changes in Camarillo's Contract, including but not limited to, cost changes, materials accepted, Participant rules, scheduling, and personnel changes. Whenever possible, Camarillo will provide Moorpark with at least 45 days advance notice in writing prior to the effective date of any changes in Camarillo's Contract.

Camarillo must provide Moorpark with a summary of the Record and a copy of the Contract invoice at the time of invoicing. Upon request, Camarillo will promptly make the full Record available to Moorpark for inspection and audit of the Program."

2. Ratification of Agreement. The parties hereby ratify all the terms and conditions of the Agreement as amended by this First Amendment.

[Signatures on the Following Page]

THE UNDERSIGNED REPRESENTATIVES OF THE PARTIES execute this First Amendment effective as of the date first set forth above.

**CITY OF CAMARILLO**

By *Jerry Bankston*  
Jerry Bankston, City Manager

ATTEST:

By *Deborah A. Harrington*  
Deborah A. Harrington, City Clerk

**CITY OF MOORPARK**

By \_\_\_\_\_  
Patrick Hunter, Mayor

ATTEST:

By \_\_\_\_\_  
Deborah S. Traffenstedt, City Clerk