



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Yolanda Bundy, Environmental Sustainability Director

Approved by: Steve McClary, City Manager

Date prepared: May 5, 2022

Meeting date: May 23, 2022

Subject: Amendments to Agreements with Solid Waste Solutions, Inc. and SCS Engineers to Provide Solid Waste Consulting Services

RECOMMENDED ACTION: 1) Authorize the Mayor to execute Amendment No. 2 to Agreement with Solid Waste Solutions, Inc. as a primary consultant to allow for a one-year extension of the existing agreement through June 30, 2023, and to update the scope of work; and 2) Authorize the Mayor to execute Amendment No. 2 to Agreement with SCS Engineers as a secondary consultant and to allow for a one-year extension of the existing agreement through June 30, 2023, and to update the scope of work.

FISCAL IMPACT: No additional appropriation is required. Funding in the amount of \$50,000 is included in the Adopted Budget for Fiscal Year 2022-2023 in Account No. 207-3004-5100 (Solid Waste).

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2022-2023. This project is part of normal staff operations.

DISCUSSION: The Environmental Sustainability Department currently utilizes consulting firms to provide specialized services such as implement solid waste procedures and policies, research grants and funding, conduct locking lid dumpster inspections, and assist the City to meet regulatory requirements. On August 27, 2018, the City entered into agreements with Solid Waste Solutions, Inc. and SCS Engineers for such services. At this time, staff is requesting Council extend the term of the original Agreements for an additional year, such that each agreement will expire on June 30, 2023 and to modify the scope of work to include tasks for implementing State mandated organics recycling.

ATTACHMENTS:

1. Amendment No. 2 to Agreement with Solid Waste Solutions, Inc.
2. Amendment No. 2 to Agreement with SCS Engineers

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered in the City of Malibu on this 23rd day of May 2022, by and between the CITY OF MALIBU, herein after referred to as City, and Solid Waste Solutions, Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

- A. On August 27, 2018, the City entered into an Agreement with Consultant for Solid Waste Consulting Services (the "Agreement").
- B. On June 28, 2021, the City amended Section 2.0 of the Agreement to extend the Term of the Agreement to expire on June 30, 2022.
- C. The City desires to amend the Agreement to 1) increase the Scope of Work to include State mandated organic waste recycling and food recovery tasks, and Consultant has submitted a proposal for this purpose that is acceptable to the City; and 2) extend the Term of the Agreement, such that the contract will now expire on June 30, 2023.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 1.0 – Scope of the Consultant's Services, of the Agreement, is hereby amended as set forth in Exhibit A attached hereto.
2. Section 2.0 - Term of Agreement, is hereby amended to provide that the Agreement will remain in effect until June 30, 2023, unless otherwise terminated or extended as provided in the Agreement.
3. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
4. All terms and conditions of the Agreement not amended by this Amendment No. 2 remain in full force and effect.

This Agreement is executed on _____, 2022, at Malibu, California, and effective as of July 1, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

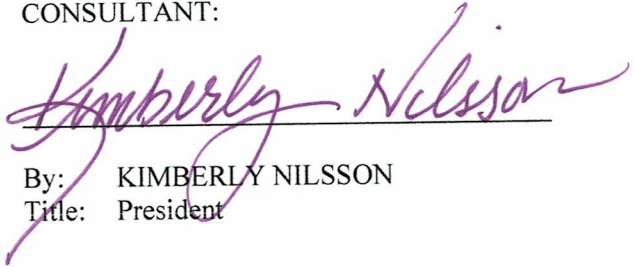
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney

CONSULTANT:



By: KIMBERLY NILSSON
Title: President



City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
 Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

Scope of Work

1. Assist City staff with implementation of current solid waste procedures and sustainability planning policies and expand as needed to increase landfill diversion.
2. Review and research other cities' zero waste policies and new solid waste technology and innovations such as food waste and recovery programs.
3. Review and research upcoming and existing legislation and provide City staff with recommendations on any regulations that may affect the City's solid waste program.
4. Develop and implement various solid waste programs to ensure compliance with regulations including California State Assembly Bills 939 and 341 and Senate Bill 1383.
5. Assist with various Senate Bill 1383 (organics recycling) implementation tasks including capacity planning, contamination minimization, processing waivers and exemptions, inspections, compliance reviews, solid waste hauler coordination, and recordkeeping.
6. Review and prepare solid waste and universal waste contract documents such as solid waste hauler permits, franchise agreements, and limited household hazardous waste collection events.
7. Assist City staff with processing solid waste hauler permits.
8. Assist City staff with tracking disposal reports and associated fees for solid waste hauler permits and franchises from residential, commercial, and institutional solid waste collection services and special container rentals and bin placements.
9. Review and research relevant grants, funding, and incentive programs for the City's consideration, such as grants from the State Department of Resources Recycling and Recovery (CalRecycle) and California Public Utilities Commission (CPUC).
10. Review and assist with various grant and funding programs applications, funding agreement requirements, and expenditures tracking such as the CalRecycle City/County Annual Payment and Reporting Program.
11. All reports, forms, handouts, permits, letters, spreadsheets, and any additional requested documents submitted to the City, or submitted on the City's behalf, shall be clearly written, accurate, and detailed.
12. Respond within one (1) business day to questions from the City.

13. Provide inspection and documentation services, including but not limited to:

- a. Commercial and residential properties for compliance with local waste and recycling laws such as mandatory organics recycling, waiver validations, complaint investigations, and locking dumpster lids; and
- b. Food service and automotive facilities for compliance with local laws such as the Malibu plastic bans, and for compliance with the National Pollutant Discharge Elimination System (NPDES) municipal stormwater permit.

14. Accept any and all documents electronically; including utilization of OnBase (records management system), Development Database (permitting software), and any additional electronic formats accepted by the City.

15. Attend and participate in local and regional meetings on behalf of the City; including locations other than Consultants office and Malibu City Hall.

16. Provide training for City staff, including graphic handout materials.

17. Make presentations to City Council, solid waste haulers, the public, and other agencies as requested by City staff.

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PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney

CONSULTANT:



By: MICHELLE P. LEONARD
Title: Vice President



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