DATE: December 11, 2018

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Amendment No. 1 to Agreement No. 18-134 - Electronic Waste Solutions for the Rapid Response Litter Removal Program

RECOMMENDATION:
It is recommended that the Mayor and Council Members amend Agreement No. 18-134 with Electronic Waste Solutions (EWS) to perform rapid response litter removal services in the amount of $70,000 (total contract amount of $170,000). (Sanitation Funds)

BACKGROUND:
On April 10, 2018, the Mayor and Council Members approved a two-year Agreement (Agreement No. 18-134) with EWS in the annual amount of $50,000, to provide rapid response litter removal services. The Agreement also included an option to extend the term for an additional two years.

The program services include on-call response to remove litter and debris within 2 to 24 hours of being notified of the event/occurrence. By implementing this program, the illegal dumping of trash and debris within the city can be addressed immediately.

DISCUSSION:
Since implementing the rapid-response program, the City has dramatically improved response time for the cleanup of illegally dumped items. In addition, the City has increased the number of cleanups required as well as dealing with several homeless encampments, which require many hours of labor and equipment to mitigate. Due to these excessive cleanup activities, staff recommends that the budget for the rapid-response contract be amended.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Sufficient funding is available in the Fiscal Year 2018-2019 budget under account code no. 070-060-6052-45154 (Sanitation Fund-Public Works-Public Services-Environmental Services-CDS-Outreach). An amount of $35,000 will be added to the original allocation of $50,000 for each fiscal year, bringing the total contract amount to $170,000.

LEGAL REVIEW VERIFICATION: The Administrative staff has verified that the legal documents accompanying this report have been submitted, reviewed and approved by, the Office of the City Attorney.
Mayor and City Council Members
Amendment No. 1 to Agreement # 18-134
December 11, 2018

FINANCE REVIEW VERIFICATION:
The Administrative staff has verified that this report in its entirety, has been submitted, reviewed and approved by, the Finance Department.

DESCRIPTION OF ATTACHMENTS:
Attachment No. 1: Amendment No. 1 to Agreement
APPROVAL VERIFICATION SHEET

PREPARED BY:
Louis A. Atwell, P.E. Public Works Director
Angela Williams, Environmental Services Manager
Joi L. Aldridge, Management Assistant to Director

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Public Works Director

DEPARTMENT HEAD APPROVAL: ____________________________
Louis A. Atwell, Public Works Director

ASSISTANT CITY MANAGER APPROVAL: _________________________
David L. Esparza, Asst. City Manager/CFO

CITY MANAGER APPROVAL: ________________________________
Eric Fields, City Manager
ATTACHMENT NO. 1
THIS FIRST AMENDMENT TO AGREEMENT NO.: 18-134 is made and entered into this ______ day of ____________, 2018, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and ELECTRONIC WASTE SOLUTIONS (hereinafter referred to as the “Contractor”) a California corporation, with a local place of business located at 5777 W. Century Boulevard, Suite 1490, Los Angeles, California 90045.

RECITALS

WHEREAS, on April 10, 2018, the City approved a two-year Agreement No.: 18-134 with the Contractor to provide the City with on-call response to remove litter and debris within a 2 to 24 hour period from notification; and

WHEREAS, the City Council approved a Compensation of $50,000 per contract year; and

WHEREAS, the City has experienced a dramatic increase in cleanup requests and debris removal from various encampments throughout the City; and

WHEREAS, the severity of the City’s waste problem and the frequency of the need of the Contractor’s services were not fully anticipated when the Council approved Agreement No.: 18-134; and

WHEREAS, the budgeted amount of $50,000 has proven to be inadequate to pay for the needed removal services; and

WHEREAS, this amendment seeks to add an additional $35,000 per contract year for a total per contract year of $85,000; and

WHEREAS, the Contractor holds itself out as capable, willing and competent to perform the services as the City needs.

NOW THEREFORE, the City, the Agency and the Contractor (hereinafter referred to collectively as the “Parties”) hereto mutually agree as follows:

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SECTION: 1

Article 5 – Compensation of Agreement No.: 18-134 is deleted in its entirety and replaced with the following:

ARTICLE 5 – COMPENSATION

Contractor shall be paid, pursuant to Exhibit “B,” a not-to-exceed amount of eighty-five thousand dollars ($85,000) per contract year.

1. Contractor shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.

2. Fees in Article 5 of this Agreement represent full compensation for Contractor’s services rendered and include all compensation for any expenses incurred by Contractor for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.

3. Contractor shall invoice City within ten (10) working days after the termination of this Agreement. City shall pay Contractor in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing Contractor’s invoices.

4. All invoices shall contain:
   a. date of invoice;
   b. sequential invoice number;
   c. City Agreement number;
   d. project code number and title;
   e. description of services billed under this invoice;
   f. position title and hours worked;
   g. total amount for invoiced services;
   h. total amount billed to date;
   i. total amount remaining on the Agreement, and total Agreement amount.
5. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

6. Contractor agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, Contractor shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.

7. Contractor agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of Contractor, and Contractor shall have no claim against the City for reimbursement.

SECTION: 2

Except as changed by this Amendment, all other terms and provisions of Agreement No.: 18-134, its Exhibits and Attachments, shall remain unchanged and in full force and effect.

SECTION: 3

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

ELECTRONIC WASTE SOLUTIONS

________________________________________
James T. Butts, Jr.,
Mayor

________________________________________
LaDale Jackson,
Owner

ATTEST:

________________________________________
Yvonne Horton,
City Clerk

APPROVED AS TO FORM:

________________________________________
Kenneth R. Campos,
City Attorney