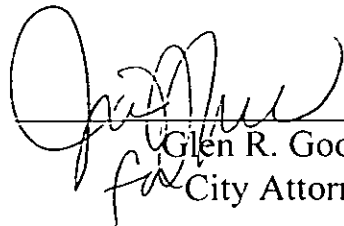


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL

  
\_\_\_\_\_  
Glen R. Googins  
for City Attorney

Dated: 8/29/14

FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN  
THE CITY OF CHULA VISTA AND  
I LOVE A CLEAN SAN DIEGO  
TO CONDUCT AB939 WASTE DIVERSION AND  
RECYCLING PROGRAM SERVICES

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE CITY OF CHULA VISTA AND I LOVE A CLEAN SAN  
DIEGO TO CONDUCT AB939 WASTE DIVERSION AND  
RECYCLING PROGRAM SERVICES**

This First Amendment is entered into by and between the City of Chula Vista, a California municipal corporation and charter city (the “City”) and I Love A Clean San Diego, a California corporation (“ILACSD”) This First Amendment shall amend the “Agreement between City of Chula Vista and I Love a Clean San Diego To Provide School and Community Presentations, an Information Hotline and Event Work For the AB 939 Waste Reduction and Recycling Program, Used Motor Oil and Oil Filter Grant and Payment Programs And The CalRecycle City/County – Beverage Container Recycling and Litter Reduction Funds,” dated July 1, 2011 (the “Agreement”). This Amendment shall be effective as of September 9, 2014 (“Effective Date”) and is entered into with respect to the following recited facts:

**RECITALS**

WHEREAS, the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000, *et seq.*) authorizes the Department of Resources Recycling and Recovery (CalRecycle), to administer various Grant Programs (grants) in furtherance of the State of California’s efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, the California Oil Recycling Enhancement Act (ACT), administered by CalRecycle, is a law designed to reduce the potential for illegal disposal of used lubricating oil by increasing used oil and oil filter collection; and

WHEREAS, the Act provides funding to jurisdictions solely for the purpose of establishing and maintaining a network of local used motor oil and filter collection/recycling opportunities, funding outreach efforts designed to inform and motivate the public to recycle used motor oil/filters, and use re-refined motor oil in their cars and equipment; and

WHEREAS, the City of Chula Vista, as the lead agency for the South Bay and East County jurisdictions’ used oil recycling program (Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, and Santee) and with the County of San Diego unincorporated areas, applied for and was awarded a two-year, reimbursement grant from CalRecycle of \$916,800 towards this work (the “Used Oil Competitive Grant”); and

WHEREAS, I Love A Clean San Diego provides a well-known regional environmental information referral service via their bilingual telephone hotline number 1 800-237-BLUE (2583) and their online search database [www.wastefreesd.org](http://www.wastefreesd.org), along with environmental issues education program design, implementation and presentation work to further the work of resource conservation, waste reduction and recycling, community enhancement and pollution prevention; and

WHEREAS, the City of Chula Vista already has a contract with I Love A Clean San Diego to perform this work for existing grants and environmental programs; and

WHEREAS, the increased scope of work in the new Used Oil Competitive Grant program is more of the same work that I Love A Clean San Diego provides the City; and

WHEREAS, the City and ILACSD desire to amend the Agreement to extend the term of the Agreement and expand the scope of services to be provided under the Agreement to implement programs for fiscal years 2014/15 and 2015/16, utilizing the Used Oil Competitive Grant funds; and

WHEREAS, the City desires to authorize the City Manager to exercise discretion to extend the agreement for up to four additional years

### **AGREEMENT**

NOW, THEREFORE, CITY and ILACSD agree to Amend Exhibit A of the Agreement as follows:

**1. Section 7 of Exhibit A of the Agreement shall be amended to add the following at the end of the Section:**

“There is expected to be increased traffic to I Love A Clean San Diego’s bilingual hotline and online database due to the additional advertising and public outreach that the Used Oil Competitive Grant will provide. Duties will include:

- Staff time to answer increased volume of calls during each one-year campaign;
- Additional research and updates to database listings;
- Additional time for tracking and reporting on hotline and database usage;
- Communications and meetings with regional partners;
- Programming and design improvements to the database; and
- Added administration including staff timesheets, invoicing, copies, prints, and postage.”

**2. Section 8.A. of Exhibit A of the Agreement shall be amended to add the following at the end of the Section:**

**“Deliverable No. 4. Environmental Education Services**

- a. High School Environmental Education Presentations: ILACSD will market, schedule, and deliver 35 presentations per fiscal year at high schools in the City of Chula Vista as follows:
  - Age-appropriate PowerPoint presentation and interactive activities.
  - Presentation content will focus on storm water pollution prevention, watershed education, storm drains, recycling, and household hazardous waste. ILACSD will administer pre- and post-presentation surveys at all presentations.

- ILACSD will provide completed surveys to an external behavioral research firm for data entry and analysis. A summary of survey results will be provided to the City at the end of the contract.
  - Promotion of student participation in the Beautify Chula Vista Day through customized presentation slides and flyer distribution to be included in presentations.
  - ILACSD shall provide marketing and presentation materials, equipment, staff time, mileage, copies, printing, faxes, administration, monthly invoicing, survey data entry, analysis and reporting.
- b. High School Environmental Club Support:
- ILACSD will provide guidance to high school environmental and service clubs, and ASAP programs at Chula Vista high schools. ILACSD staff will visit club meetings periodically to provide environmental education and opportunities for involvement in upcoming cleanups and events in the City of Chula Vista.
  - This portion of the deliverable shall include 8 hours per month of ILCASD staff time, as well as club communications, presentation materials, supplies, staff time, copies, printing, faxes, administration, and monthly invoicing.
- c. Environmental Education After-School Program:
- ILACSD will market, schedule and deliver an after-school program for youth at the Chula Vista Recreation Center. An engaging four part program focusing on waste reduction, recycling, composting, and household hazardous waste. The program will feature hands on activities and greater in- depth learning and understanding of these important topics.
  - This portion of the deliverable shall include 4 visits by ILACSD staff per school year, as well as marketing, curriculum, supplies, presentation materials, equipment, staff time, mileage, copies, printing, faxes, administration, and monthly invoicing.
- d. Community Group Education:
- ILACSD will provide waste reduction and recycling awareness presentations for adult community groups in the City of Chula Vista. Presentations will include the use of an interactive recycling display to encourage best management practices conversations among group members and staff.
  - This portion of the deliverable shall include 4 presentations by ILCASD staff per fiscal year, as well as marketing, scheduling, presentation materials, staff time, mileage, copies, printing, faxes, administration, and monthly invoicing.
- e. Coastal Cleanup Days Sponsorship: ILACSD shall provide cleanup site sponsorship to include reporting of miles covered, weight of collected debris, and volunteer totals for cleanup sites in the City of Chula Vista for the 30th & 31st Annual Coastal Cleanup Days, scheduled for Saturday, September 20th, 2014 & Saturday, September 19th, 2015.

- f. Creek to Bay Sponsorship: ILACSD shall provide cleanup site sponsorship to include reporting of miles covered, weight of collected debris, and volunteer totals for cleanup sites in the City of Chula Vista for the 13th & 14th Annual Creek to Bay Cleanups, scheduled for Saturday, April 25th, 2015 & Saturday, April 23rd, 2016.

**2. Deliverable No. 5. Beautify Chula Vista Days:** ILACSD shall work with City to staff to coordinate Beautify Chula Vista Days events. ILACSD's responsibilities will include:

- a. Attend planning meetings and correspond with the City of Chula Vista
- b. Post 2014 & 2015 event information on BCVD website and update throughout the year
- c. Clear previous year's registrations in preparation for event
- d. Market events through ILACSD volunteer base and contacts
- e. Conduct outreach to local community groups, schools, and places of worship to recruit volunteers
- f. Volunteer correspondence regarding events
- g. Manage volunteer registration through website and make follow-up calls to large groups
- h. Assist to recruit group leaders and assign group leaders from large groups
- i. Assist to define volunteer teams & work areas with Public Works Department
- j. Attend site visits to assess logistics
- k. Manage check-in and coordinate volunteers at each of the cleanup sites (4 staff per site and one floater)
- l. Provide cleanup supplies for event if needed (water coolers, snacks, burlap, etc)
- m. Coordinate coffee donations and bring to each site
- n. ILACSD staff to assist with other tasks as needed at the event e.g. raffle prizes, photos, etc.
- o. Use of one ILACSD vehicle and driver to assist with litter pick ups at one of the event locations each year
- p. This deliverable shall include ILACSD provision of all necessary website updates, hosting and maintenance, mileage, printing, copies, supplies and administration.

**3. Deliverable No. 6. Used Oil Outreach Services for South Bay and East County Used Oil Recycling Program:**

- a. Environmental Education Presentations: ILACSD will market, schedule, and deliver a maximum of 50 presentations at schools and/or organizations in the Cities of Chula Vista, La Mesa, Lemon Grove, Santee, El Cajon, Imperial Beach, National City and Coronado. Topics discussed in presentations will include storm water pollution prevention, waste reduction, recycling, used motor oil and oil filter recycling, and composting. At least one presentation to be conducted in every city. Cities may provide classroom handouts for students and/or parents.

- b. Used Motor Oil Referral Services: ILACSD will provide quality referral information to the residents of Chula Vista, National City, Imperial Beach, La Mesa, Lemon Grove, Santee, El Cajon, and Coronado residents and businesses inquiring about used motor oil and filter recycling options in these cities through its bilingual Referral Resource call center and WasteFreeSD.org. ILACSD will update the used motor oil and filter referral information for these cities on an annual basis. In addition, ILACSD will provide quarterly reports detailing all referrals received for motor oil, oil filter recycling from each city. ILACSD will also promote this service to the residents of these cities at its events. In addition, these cities may use the Information Center number, 800-237- BLUE (2583) and the online database URL, WasteFreeSD.org, on the cities' publications and websites.

**4. Deliverable No. 7. Used Oil Referral Services for Regional Used Oil Recycling Program:**

- a. Used Motor Oil Referral Services:
  - ILACSD will provide quality referral information to the residents and businesses of the unincorporated County, and cities of Chula Vista, National City, Imperial Beach, La Mesa, Lemon Grove, Santee, El Cajon, and Coronado inquiring about used motor oil and filter recycling options through its bilingual call center and WasteFreeSD.org. ILACSD will update used motor oil and filter recycling information for the region on an annual basis. ILACSD will track calls and web hits in relation to media placements, and provide reports detailing all referrals for motor oil and oil filter recycling. In addition, the regional partners may use ILACSD's call center number, and the online database URL, WasteFreeSD.org, in all campaign mediums including TV spots, billboards, publications, and online promotions.
  - This deliverable shall include:
    - Staff time to answer increased volume of calls during the campaign
    - Research and updates to database listings
    - Tracking and reporting on hotline and database usage throughout the region
    - Communications and meetings with regional partners
    - Present updates on campaign's success and database stats to regional partners at TAC meetings
    - Programming and design improvements to the database as necessary
    - Associated fees for web hosting, phone and internet
    - Administration including staff timesheets, invoicing, copies, prints, and postage.
- b. Used Motor Oil Outreach: ILACSD will coordinate, the staffing and attendance of community events as requested by the regional partners.

ILACSD outreach staff will educate attendees on proper used oil and filter recycling, administer surveys, and disseminate information and other giveaways as provided by the partners.  
”

**3. Section 8.C. of Exhibit A of the Agreement shall be amended to add the following at the end of the Section:**

“Deliverable No. 4: All tasks shall be completed annually. For fiscal year 2014/15, all tasks shall be completed by June 30, 2015; for fiscal year 2015/16, all tasks shall be completed by June 30, 2016.

Deliverable No. 5: For Beautify Chula Vista Day 2014, all tasks shall be completed by October 31, 2014; for Beautify Chula Vista Day 2015, all tasks shall be completed by October 31, 2015.

Deliverable No. 6: All tasks shall be completed annually. For fiscal year 2014/15, all tasks shall be completed by June 30, 2015; for fiscal year 2015/16, all tasks shall be completed by June 30, 2016.

Deliverable No. 7: All tasks shall be completed annually. For fiscal year 2014/15, all tasks shall be completed by June 30, 2015; for fiscal year 2015/16, all tasks shall be completed by June 30, 2016.”

**4. Section 8.D. of Exhibit A of the Agreement shall be replaced with the following:**

“Date for completions of all Consultant services: June 30, 2016. Notwithstanding the foregoing, the City of Chula Vista shall have the option to extend the Agreement for four, one-year terms, by written notice from the City Manager to ILACSD. For each one-year term beyond June 30, 2016, the annual “not-to-exceed” limitation of \$160,000 shall be adjusted in an amount equal to the annual CPI adjustment for San Diego County.”

**5. Section 10.C.(2) of Exhibit A of the Agreement shall be replaced with the following:**

“(2) Not to Exceed Limitation on Time and Materials Arrangement – 2014-2016 Term

Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum Compensation amount, Consultant agrees that Consultant will perform all of the Defined Services herein required of Consultant for a maximum of \$160,000 per fiscal year, including all Materials, and other “reimbursables” (Maximum Compensation). These amounts shall be subject to approval of the Environmental Services Program Manager or the City’s Purchasing Agent, and shall be paid as follows:

Rate Schedule

<u>Deliverable No.</u>	<u>Fiscal Year 2014/15</u>	<u>Fiscal Year 2015/16</u>
4.a.	\$14,375	\$14,375
4.b.	\$5,760	\$5,760
4.c.	\$4,000	\$4,000
4.d.	\$1,300	\$1,320
4.e.	\$1,000	\$1,000
4.f.	\$1,000	\$1,000
5.	\$11,635	\$11,775
6.	\$38,500	\$38,500
7.	\$72,000	\$72,000

6. **Section 17. of Exhibit A of the Agreement shall be amended to add the following:**  
“(X) Other: For the 2014-16 term, billing shall be submitted as follows:

<u>Deliverable No.</u>	<u>Billing Frequency</u>
4.a. and d., and 6.a.	The month following completion for each presentation
4.b., 6.b. and 7.	Monthly
4.c.	The month following completion of each program
4.e. and f.	The month prior to the event
5.	Monthly for the period July – November”

7. Each signatory and Party to this Amendment warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this Second Amendment, and that all necessary resolutions or other actions have been taken so as to enable it to enter into this Second Amendment.
8. This Amendment may be executed in multiple counterpart originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.



**Signature Page**  
**to**  
**Agreement between**  
**City of Chula Vista and**  
**I LOVE A CLEAN SAN DIEGO**  
**To Conduct Ab939 Waste Diversion And Recycling Program Services**

IN WITNESS WHEREOF, City and Consultant have executed this Agreement, indicating that they have read and understood same, and indicate their full and complete consent to its terms:

City of Chula Vista

By: \_\_\_\_\_  
**Cheryl Cox, Mayor**

Attest:

\_\_\_\_\_  
Donna Norris, City Clerk

Approved as to form:

\_\_\_\_\_  
Glen R. Googins, City Attorney

**I Love a Clean San Diego**

By: Pauline Martinson  
**Pauline Martinson**  
**Executive Director**