



## Additional Documents List Regular City Council Meeting November 3, 2021

Item No.	Agenda Item Description	Distributor	Document
7	<b>Presentation of City Council Minutes</b>	Christina Muñoz, Acting Deputy City Clerk	Attachments provide Minutes for 6/02/21 and 7/07/21 meetings.
8	<b>Direction to Forego Collection of User Utility Tax Underpayment in <i>Arcadia, et al. v. Southern California Edison Corp.</i></b>	Andrew Jared, City Attorney	Attached is an additional document which provides a Resolution for Agenda Item 8.
9	<b>Amending the Holiday Schedule for the Public Service Employee Association – Full Time Unit and the Unrepresented Management Unit</b>	Tara Schultz, Interim Human Resources and Risk Manager	Memo provides Staff Report Corrections.
10	<b>2021-2029 Housing Element: Recommended Strategy and Schedule Change in Response to the Passage of AB 1398</b>	Angelica Frausto-Lupo, Community Development Director Elizabeth Bar-El, Housing Element Project Manager	Attached is an additional document which provides a correction to the Staff Report.
14	<b>Recommendation to join the San Gabriel Valley Regional Food Recovery Program</b>	H. Ted Gerber, Acting Deputy Public Works Director  Arpy Kasparian, Water Conservation & Sustainability Analyst	Memo provides a revised Attachment 1.
15	<b>First Reading and Introduction of an Ordinance, Amending Chapter 16 (Garbage and Waste) and Chapter 2 (Administration) of the South Pasadena Municipal Code to Implement a Mandatory Organic Waste Disposal Reduction Ordinance as required by SB 1383 and CalRecycle</b>	H. Ted Gerber, Acting Deputy Public Works Director  Arpy Kasparian, Water Conservation & Sustainability Analyst	Memo made corrections to staff report.
	<b>Public Comment Nos. 8 ,13</b>	Christina Muñoz, Acting Deputy City Clerk	Emailed Public Comment



**City of South Pasadena**

# Memo

**Date:** November 2, 2021  
**To:** The Honorable City Council  
**Via:** Arminé Chaparyan, City Manager  
**From:** Christina Muñoz, Acting Deputy City Clerk  
**Re:** November 03, 2021, City Council Meeting Item No. 7 Additional Document - Presentation of City Council Minutes

---

Attached are City Council minutes for :

- June 2, 2021
- July 7, 2021



**CITY OF SOUTH PASADENA  
CITY COUNCIL - REGULAR MEETING**

**MINUTES  
WEDNESDAY, JUNE 2, 2021 AT 7:00 PM**

**CALL TO ORDER:**

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, June 2, 2021, at 7:05 p.m. The meeting was held virtually, via Zoom, in accordance with Governor Newsom's Executive Order N-29-20. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**PRESENT**

Mayor Diana Mahmud  
Mayor Pro Tem Michael Cacciotti  
Councilmember Jack Donovan  
Councilmember Jon Primuth  
Councilmember Evelyn G. Zneimer

Lucie Colombo, City Clerk, announced a quorum.

**CITY** Armine Chaparyan, City Manager; Andrew Jared, Assistant City Attorney;  
**STAFF** Lucie Colombo, City Clerk were present at Roll Call. Other staff members  
**PRESENT:** presented reports or responded to questions as indicated in the minutes.

**PLEDGE OF ALLEGIANCE**

The Flag Salute was led by Mayor Pro Tem Cacciotti

**1. Closed Session Announcements**

**A. INITIATION OF LITIGATION**

CONFERENCE WITH LEGAL COUNSEL – Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(3)

Number of Potential Cases: 2

Assistant City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted direction was provided to the City Attorney's Office but no action was taken in closed session.

## **2. Public Comment - General**

Mayor Mahmud announced public comments are intended to address matters not on the agenda for the meeting. Members of the public have the option of emailing or participating via Zoom (audio) to address the City Council, as listed on the agenda.

Mayor Mahmud announced that email comments were submitted via email and are added to the record as "Additional Docs" and added to the agenda and listed on the website. Note: These comments were not read, but the names of such Additional Docs are listed below.

City Clerk Colombo noted the following written and live public comments were received:

Written Public Comment:

- Ann Rector
- Will Hoyman
- Carolyn Flemming
- Bianca Richards
- Dean Sheldon Serwin

Live Public Comment:

- Betty Emirhanian made comment expressing concern about the animal commission hiatus and the wildlife issues that are not be assed due to the hiatus. She explained that she would like a campaign and ordinance to not feed the wildlife.
- Bianca Richards made comment expressing gratitude for providing additional time to complete the Budget survey and would like the Library to receive the funding allocations based of the survey results.
- Karen Bell made comment and expressed concern for the reduction of library staff in the current budget proposal. She would like to see an increase in library funding and grant the library the funding they requested.
- Sally Kilby made public comment over concerns about the current library budget proposal, and the library is not properly staffed. The current library budget proposal will not be sustainable for out community.
-

<b>PRESENTATIONS</b>
----------------------

None

<b>COMMUNICATIONS</b>
-----------------------

**3. Councilmembers Communications**

Councilmember Zneimer noted that May was Asian and Pacific Islander Month; discussed a bill signed by President Biden related to hate crimes towards Asians and Pacific Islanders; discussed the one year anniversary of George Floyd's death.

Councilmember Primuth discussed upcoming meetings at Metro's Joint Powers Authority and SCAG Transportation Committee; stated that he looked forward to in-person meetings; welcomed City Manager Chapayran.

Councilmember Donovan discussed a recent event at Athens' 25<sup>th</sup> Anniversary; discussed a recent meeting of the Finance Commission related to the fiscal year budget.

Mayor Pro Tem Cacciotti discussed a recent anti-racist event he attended; discussed a recent Natural Resources & Environmental Commission meeting; shared photos of hiking in the Arroyo; photos from Shower of Hope where homeless can take a shower; photos from an Athens facility; photos from City staff using electric cars; photos from public works staff working on visibility at a crosswalk; photo from a meeting with nearby elected officials; photo from residents picking up trash by the Arroyo; photo from a food bank truck; photo from a cleaned up Arroyo Seco.

Mayor Mahmud discussed a recent meeting of the Planning Commission regarding the Housing Element update; stated that the status of the Animal Commission will be brought before the City Council by September 2021; discussed an upcoming meeting with the SCAG Energy & Environment Committee; discussed an upcoming meeting of the Clean Power Alliance; welcomed City Manager Chapayran.

Motion by Mayor Mahmud, Second by Mayor Pro Tem Cacciotti to direct staff to bring an ordinance proposal to the Public Safety Commission regarding safe gun storage.

Motion by Mayor Mahmud, Second by Councilmember Zneimer to direct staff to request the Pasadena Humane Society to make a webinar available to South Pasadena residents regarding coyotes.

**4. City Manager Communications**

City Manager Chaparyan thanked everyone for the warm welcome; stated that the City was awarded a Safe Clean Water grant for the Huntington Drive Project.

**5. Reordering of, Additions, or Deletions to the Agenda**

Councilmember Zneimer requested to pull Item No. 8.

<b>CONSENT CALENDAR</b>
-------------------------

**6. Approval of Prepaid Warrants in the Amount of \$48,940.42; General City Warrants in the Amount of \$464,094.17; General City Warrant Voids in the Amount of (\$26.32); Supplemental ACH Payments in the Amount of \$17,446.61; Payroll in the Amount of \$564,082.90**

Recommendation

It is recommended that the City Council approve the Warrants as presented.

**7. Minutes of the City Council Meeting(s) for the dates as follows:**

- **March 3, 2021 – Regular Meeting**
- **March 17, 2021 – Regular Meeting**

Recommendation

It is recommended that the City Council approve the minutes for the date(s) listed, as presented.

**8. THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**

**9. Authorize the Second Amendment to the Professional Services Agreement with Interwest Incorporated for Assistant Planner Staffing Services for a Total Not-To-Exceed Amount of \$65,970; and Authorize the Second Amendment to the Professional Services Agreement with Wildan Engineering Incorporated for Code Enforcement Services for a Total Not-To-Exceed Amount of \$101,628**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute the second amendment to the Professional Services Agreement with Interwest Incorporated to extend the term of the PSA by three months for a total not-to-exceed amount of \$65,970 for continued contract assistant planner services during the recruitment of the Associate Planner Position in 2020; and
2. Authorize the City Manager to execute the second amendment to the Professional Services Agreement with Wildan Engineering Incorporated to extend the term of the PSA by six months for a total not-to-exceed amount of \$101,627.50 for

contract code enforcement services during the recruitment of the Community Improvement Coordinator Position in 2020.

**10. Contract Extension for Financial Audit Services with Rogers Anderson Malody & Scott LLP**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a three-year contract extension with Rogers, Anderson, Malody & Scott, LLP, in a form approved by the City Attorney, for audit services for three fiscal years from 2021 to 2023, in the amount of \$133,200 for the three year contract term.

**11. Adoption of a Resolution Continuing the Proclamation of a Local Emergency Due to the Outbreak of COVID-19, Authorizing the City Manager to Take All Necessary Actions as the Director of Emergency Services**

Recommendation

It is recommended that the City Council approve the attached resolution continuing the proclamation of a local emergency due to the outbreak of COVID-19 and authorizing the City Manager to take all necessary actions as the Director of Emergency Services.

**12. Appropriate \$25,000 of the \$420,000 Repurposed Metro Cycle 3 Open Streets Grant Funds for Pre-Design Activities for the Slow Streets Program**

Recommendation

It is recommended that the City Council appropriate \$25,000 of the \$420,000 repurposed Los Angeles County Metropolitan Transportation Authority (Metro) Cycle 3 Open Streets grant funds to the Golden Street Grant line item 249-2010-2011-8170, Professional Services in Management Services, for the pre-design phase of the Slow Streets Program.

**COUNCIL ACTION AND MOTION**

Mayor Mahmud noted a revised recommendation for Item No. 10 and clarifications on Item No. 11 listed in the additional documents.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Consent Calendar Item(s) 6-7 and 9-12, as presented.

Motion carried, 5-0.

**CONSENT CALENDAR - AGENDA ITEM(S) PULLED FOR SEPARATE DISCUSSION**

**8. Accept Project Completion and Authorization to File a Notice of Completion (NOC) for the City Hall Courtyard Project and Authorization to Release Retention Payment to Cerco Engineering in the Amount of \$5,885**

Recommendation

It is recommended that the City Council:

1. Accept the City Hall Courtyard Project as complete;
2. Authorize the recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to Cerco Engineering in the amount of \$5,885.

**COUNCIL ACTION AND MOTION**

Councilmember Zneimer discussed plants that were placed as part of the project and requested that a variety of other plants be considered for the project.

Mayor Mahmud opened the public comment period.

With no requests to speak, the public comment period was closed.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Agenda Item 8, as presented.

Motion carried, 5-0.

**PUBLIC HEARING**

None

**ACTION / DISCUSSION**

**13. Review of “Hero Pay” Urgency Ordinance Establishing Requirement and Associated Protections for Grocery and Drug Retail Workers in the City and Consideration of Ordinance Extension**

Recommendation

It is recommended that the City Council review the “hero pay” urgency ordinance and provide direction as to whether to extend the ordinance beyond the initial 60 days.

**COUNCIL ACTION AND MOTION**



A staff report was presented.

Mayor Pro Tem Cacciotti inquired if the City Council will still have a chance to modify the ordinance at their next City Council meeting.

Mayor Mahmud inquired if the City's has been threatened with new litigation; requested an update on the status of the litigation from Cal Groceries Association. Assistant City Attorney Jared responded to City Council inquiries.

Mayor Mahmud opened the public comment period.

Live Public Comment:

- Kevin Sanchez made comment on behalf of grocery workers, but opposed the Ordinance. He expressed that grocery stores are already receiving benefits and assistance during COVID-19 and that the ordinance is not necessary.

With no other requests to speak, the public comment period.

Councilmember Zneimer noted that she has spoken to several individuals in the grocery industry who are still going through hardship.

Mayor Mahmud inquired if grocery workers will be required to wear masks.

Mayor Pro Tem Cacciotti made a motion to bring back a proposed ordinance for consideration; inquired when an urgency ordinance would take effect after adoption.

Councilmember Donovan suggested waiting until after June 15<sup>th</sup> to see what regulations will come down from the State before considering an ordinance.

Mayor Pro Tem Cacciotti withdrew his motion.

Councilmember Primuth stated that the City Council should not be reviewing this ordinance at this time and suggested waiting until regulations from the State are announced before taking any direction.

**14. Approval of a Professional Services Agreement with Pasadena Humane Society and SPCA for Animal Control Services until June 30, 2026, for an Amount Not-to-Exceed \$894,217**

Recommendation

It is recommended that the City Council approve a professional services agreement

with the Pasadena Humane Society & SPCA (PHS) for animal control services for a five-year term ending June 30, 2026, for an amount not-to-exceed \$894,217.

### **COUNCIL ACTION AND MOTION**

A staff report was presented.

Mayor Mahmud inquired if surrounding cities have passed the proposed agreement.

Mayor Mahmud opened the public comment period.

With no requests to speak, the public comment period.

Mayor Pro Tem Cacciotti inquired about exhibit A in the agreement.

Councilmember Zneimer inquired if the proposed contract will include education of coyotes; inquired if the Animal Commission will be working with Pasadena Humane Society; inquired about the status of peacocks in the community.

City Manager Chaparyan discussed her background on animal control services in previous cities; stated that the proposed agreement is a beneficial deal for the City.

Mayor Mahmud noted to keep cost low, the Pasadena Humane Society will no longer provide proactive patrols in the City and will instead respond to calls and concerns from residents.

Staff responded to City Council inquiries.

A motion was made by Councilmember Donovan, seconded by Mayor Pro Tem Cacciotti and approved by roll call vote to approve Agenda Item 14, as presented.

Motion carried, 5-0.

<b>INFORMATION REPORTS</b>
----------------------------

None

### **ADJOURNMENT**

There being no further matters, Mayor Mahmud adjourned the Virtual Zoom meeting of the City Council at 8:19 PM, to the next Regular City Council meeting scheduled on Wednesday, June 16, 2021.

Respectfully submitted:

---

Christina Muñoz  
Acting Deputy City Clerk

APPROVED:

---

DIANA MAHMUD  
MAYOR

Attest:

---

Christina Muñoz  
Acting Deputy City Clerk



**CITY OF SOUTH PASADENA  
CITY COUNCIL - REGULAR MEETING**

**MINUTES  
WEDNESDAY, JULY 7, 2021 AT 7:00 PM**

**CALL TO ORDER:**

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, July 7, 2021, at 7:04 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**PRESENT**

Mayor Diana Mahmud  
Mayor Pro Tem Michael Cacciotti  
Councilmember Jack Donovan  
Councilmember Jon Primuth  
Councilmember Evelyn G. Zneimer

Lucie Colombo, City Clerk, announced a quorum.

**CITY** Armine Chaparyan, City Manager; Andrew Jared, Assistant City Attorney;  
**STAFF** Lucie Colombo, City Clerk were present at Roll Call. Other staff members  
**PRESENT:** presented reports or responded to questions as indicated in the minutes.

**PLEDGE OF ALLEGIANCE**

The Flag Salute was led by Councilmember Donovan.

**1. Closed Session Announcements**

**A. EXISTING LITIGATION**

CONFERENCE WITH LEGAL COUNSEL – Initiation of Litigation, Pursuant to  
Government Code Section 54956.9(d)(1)  
*City of South Pasadena v. Caltrans*

Assistant City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted direction was provided to the City Attorney's Office but no action was taken in closed session.

**B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION,  
Pursuant to Government Code Section 54957 (b)(1)

- Title: City Manager

Assistant City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted direction was provided to the City Attorney's Office but no action was taken in closed session.

**2. Public Comment - General**

Mayor Mahmud announced public comments are intended to address matters not on the agenda for the meeting. Members of the public have the option of emailing or participating via Zoom (audio) to address the City Council, as listed on the agenda.

Mayor Mahmud announced that email comments were submitted via email and are added to the record as "Additional Docs" and added to the agenda and listed on the website. Note: These comments were not read, but the names of such Additional Docs are listed below.

City Clerk Colombo noted the following written and live public comments were received:

Written Public Comment:

- Ron Rosen
- Sally Takeda
- Diane Cullinane
- Susan Pastorek
- Stephanie Stein
- Susan Sulsky

Live Public Comment:

- Omari Ferguson made public comment that he is a resident of 5 years. He explained concerns over policing and code enforcement on his street and, expressed for desire for consistent policing.
- Molly Nielson made public comment and expressed the same concerns as Mr. Ferguson and supports his comments and would like to see his complaints addressed.

- Don Jones made public comment expressing gratitude for the City works at the Caltrans meeting and offers his support in any capacity for the upcoming challenges with the Caltrans Housing.
- Sean Teer made public comment to address the need for stops signs on Meridian Avenue and urges the City to develop a road safety plan for Meridian Avenue.
- Delaine Shane spoke representing SMART families and expressed the same concern as Mr. Teer that we need stop signs on Meridian and to increase street safety.
- Denise Philley made public comment to also speak on adding stop signs to the Meridian Avenue and that she is deeply concerned for the Safety of her family when they are crossing or walking on Meridian.

Zoom Public Comment:

- Mark Gallatin made public comment to announce that during Farmers Market the South Pasadena Museum will be opening after a long closure.

<b>PRESENTATIONS</b>
----------------------

None

<b>COMMUNICATIONS</b>
-----------------------

### **3. Councilmembers Communications**

Councilmember Primuth discussed a recent meeting of the California Transportation Committee; stated that he's glad to be back in-person for City Council meetings; discussed a recent SCAG Transportation Committee meeting; discussed a recent block party by his house.

Councilmember Zneimer shared a photo of kids damaging trees at Garfield Park; discussed a recent meeting of the South Pasadena Tournament of Roses Committee and their fund raising efforts.

Councilmember Donovan discussed a recent meeting of the Finance Commission.

Mayor Pro Tem Cacciotti discussed the benefits of electric lawn equipment; thanked City staff for landscape improvements in the Arroyo area; discussed the importance of removing dead and dying trees.

Mayor Mahmud noted that financial assistance for electric bills is available from the Clean Power Alliance; provided an update on SB381; discussed a recent meeting of the San Gabriel Council Water Policy Committee; welcomed the City Council for their 1<sup>st</sup> in-person meeting since COVID; welcomed City Manager Chaparyan.

Motion by Mayor Mahmud, Second by Mayor Pro Tem Cacciotti to bring back an ordinance to the Public Safety Commission related to unwarranted call fees.

**4. City Manager Communications**

City Manager Chaparyan welcomed everyone back to the City Council Chambers; discussed the upcoming Summer Concerts and Movies in the Park.

**5. Reordering of, Additions, or Deletions to the Agenda**

City Manager Chaparyan requested remove Item No. 9 from the agenda.

<b>CONSENT CALENDAR</b>
-------------------------

**6. Approval of Prepaid Warrants in the Amount of \$231,611.43; General City Warrants in the Amount of \$616,989.10; General City Warrant Voids in the Amount of (\$1,246.14); Supplemental ACH Payments in the Amount of \$52,838.04; Transfers in the Amount of \$5,061,000.00; Payroll in the Amount of \$1,128,397.97**

Recommendation

It is recommended that the City Council approve the Warrants as presented.

**7. Minutes of the City Council Meeting(s) for the dates as follows:**

- **March 29, 2021 – Special Meeting**
- **April 7, 2021 – Special Meeting**
- **April 7, 2021 – Regular Meeting**
- **April 20, 2021 – Regular Meeting**
- **April 21, 2021 – Regular Meeting**
- **May 5, 2021 – Regular Meeting**
- **May 19, 2021 – Regular Meeting**

Recommendation

It is recommended that the City Council approve the Minutes as presented.

**8. THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**

**9. THIS ITEM WAS PULLED FROM THE AGENDA**

**10. THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**

**11. Acceptance of Project Completion and Authorization to File a Notice of Completion for Graves Reservoir Replacement Project and Authorization to Release Retention Payment to Pacific Hydrotech Corporation in the Amount of \$503,393.23**

Recommendation

It is recommended that the City Council;

- 1. Accept the Graves Reservoir Replacement Project (Project) as complete;
- 2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
- 3. Authorize release of retention payment to Pacific Hydrotech Corporation, (Contractor), in the amount of \$503,393.23

**12. Authorize the First Amendment with John L. Hunter and Associates (JHA), Inc. Extending the Agreement for an Additional Two Years for Environmental Compliance and National Pollutant Discharge Elimination System (NPDES) Consulting Services in a Total Not-to-Exceed Amount of \$75,810.00.**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the first contract amendment with JHA, Inc. to extend the Agreement providing environmental compliance and NPDES services for an additional two years, in an amount not-to-exceed \$45,405 for the first extension Year 2022, and \$30,405 for the second extension Year 2023, for a total of \$75,810.

**13. Authorize the First Amendment with Carollo Engineers, Inc. Extending the Professional Services Agreement for Additional One Year for Preparation of the Integrated Water and Wastewater Resources Management Plan**

Recommendation

It is recommended that the City Council authorize:

- 1. The City Manager to execute the first contract amendment with Carollo Engineers, Inc. (Carollo) to extend the professional services agreement for an additional year for the preparation of an Integrated Water and Wastewater Resources Management Plan (IWWRMP).
- 2. Appropriate \$191,224.64 to 210-9000-9403-9403-000 that is carried over from FY 2020-21.
- 3. Appropriate \$58,713.32 to 500-9000-9403-9403-000 that is carried over from FY 2020-21.

**14. THIS ITEM WAS PULLED TO BE DISCUSSED SEPARATELY.**

**COUNCIL ACTION AND MOTION**



A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Consent Calendar Item(s) 6-7 and 11-13, as presented.

Motion carried, 5-0.

<b>CONSENT CALENDAR - AGENDA ITEM(S) PULLED FOR SEPARATE DISCUSSION</b>
---

8. **Authorize two Professional Services Agreements with 1) Helix Environmental Planning Inc. and 2) Historic Resources Group to provide on-call Planning to assist with Historic Preservation Project Review in the amount not to exceed of \$50,000 per firm for a total not to exceed amount of \$100,000, paid for by project applicants**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the Professional Services Agreements (PSAs) with two on-call Planning Firms:

1. Helix Environmental Planning, Inc. and
2. Historic Resources Groups to assist with expedited historic preservation project review, paid for by applicants, in the amount not-to-exceed \$50,000 per firm, for a total budgeted amount of \$100,000. The actual costs of these agreements will be passed through the project applicant requesting expedited project review.

10. **Authorize two Professional Services Agreements with 1) Transtech Engineers, Inc. and 2) Willdan Engineering, Inc to provide on-call Code Enforcement Services in the amount not to exceed \$36,000 per firm, for a total not to exceed amount of \$72,000**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the Professional Services Agreements (PSAs) with two on-call engineering firms:

1. Transtech Engineers, Inc. and
2. Willdan Engineering, Inc. to assist with backfill Code Enforcement services during the recruitment for a full time Community Improvement Coordinator, in the amount not-to-exceed \$36,000 per firm, for a total budgeted amount of \$72,000. Backfill services will be coordinated between the two firms such that services will not exceed 40 hours per week, for up to six months.

14. **Authorize a Contract Amendment to the Agreement with Interwest Consulting Group for On-Call Inspection Support Services Available on an As-Needed Basis for an Additional Amount of \$25,000 for a Total Contract Amount of \$49,000, and Extend the Agreement from August 5, 2021, to August 5, 2022**

Recommendation

Staff recommends that the City Council authorize the City Manager to:

1. Execute a contract amendment with Interwest Consulting Group for on-call inspection support services available on an as-needed basis, for an amount of \$25,000 for a total contract amount of \$49,000, and
2. Execute a contract amendment to extend the contract period from August 5, 2021 to August 5, 2022.

**COUNCIL ACTION AND MOTION**

Mayor Mahmud opened the public comment period.

- Alan Ehrlich (same comment for Item Nos. 8, 10, 14)

With no other requests to speak, the public comment period was closed.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Primuth and approved by roll call vote to approve Agenda Item 8-10 and 14, as presented.

Motion carried, 5-0.

<b>PUBLIC HEARING</b>
-----------------------

**15. First Reading and Introduction of an Ordinance, Amending Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code to Prohibit the Use of Gas-Powered Leaf Blowers**

**ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTIONS 19A.12.1 (“POWER YARD MAINTENANCE EQUIPMENT—DEFINITIONS”) AND 19A.12.4 (“LEAF BLOWERS —REGULATION OF USE”) OF CHAPTER 19A (“NOISE REGULATION”) OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO LEAF BLOWERS

Recommendation

It is recommended that the City Council

1. Conduct Public Hearing.
2. Conduct first reading, read by title only, waive further reading, and introduce an ordinance to amend Chapter 19A of the South Pasadena Municipal Code (SPMC) to prohibit the use of gas-powered leaf blowers within the City of South Pasadena.

## **COUNCIL ACTION AND MOTION**

Public Works Director Abbas presented a staff report.

Councilmember Zneimer inquired about the enforcement laws related to the proposed ordinance.

Mayor Pro Tem Cacciotti inquired about the enforcement and penalty provisions.

Mayor Mahmud stated that she supports the idea of the ordinance but not how its currently written. She discussed several concerns in the current ordinance.

Public Works Director Abbas responded to City Council inquiries.

Mayor Mahmud opened the public hearing.

City Clerk Colombo noted the following written public comments were received:

Written Public Comment:

- Joanne Nuckols
- Ryan Jones
- Walter Okitsu
- Brandon James
- Mathew Barbato
- William Kelly
- Luis Muench
- Jimmy Thompson
- Cherly Auger
- Judith Radovsky
- Victoria Tan
- Pilar Reynaldo
- Brian Wu
- Jenna
- Molly Sakhara
- CD Feak
- Robert Yim
- Gali Podzemskay
- Wendy Kerfoot
- Michelle Trafficante
- Queenie Taylor
- Jennifer Kelly

- Barbara Field
- Mary Kathryn Campbell
- Dawn Muench
- Annie Tomlin
- Margaret Farrand
- Elizabeth Cochran
- Chris Bray
- Janis Chew
- Susan Sulsky

Live Public Comment:

- Bill Kelly expressed support for the ordinance due to safety and wellbeing of gardeners and to prevent air pollution.
- Ann Bagasao expressed support for the ordinance due to noise concerns and health of gardeners but would like to see some changes to the ordinance. She would not like this ordinance to not be regulated by the police.
- John Srebalus he also expressed the same concerns as Ms. Bagasao and would like changes in the enforcement section to give authority to the police.
- Luis Zavala expressed he would love to work with the City to assist with implementation of the ordinance.
- Alan Ehrlich expressed concerns about enforcement and some clarity issues with Ordinance.

Zoom Public Comment:

- Chris Chavez expressed support for the ordinance but requested the enforcement area be clarified.

With no other requests to speak, the public hearing was closed.

Councilmember Primuth expressed concerns over enforcement aspect of the proposed ordinance; he recommended additional research be done before the City Council takes any action.

Mayor Mahmud reiterated Councilmember Primuth's comments and suggested looking at examples from other cities.

Mayor Pro Tem Cacciotti discussed rebates available for electric powered leaf blowers; discussed the importance of the ordinance and his support for it, with revisions for the enforcement provisions; requested that the ordinance come back before the City Council by next month.

Councilmember Primuth inquired about the timeline for the ordinance to come back before the City Council.

City Manager Chaparyan and City staff responded to City Council inquiries.

The City Council discussed provisions on whether responsibility under the ordinance should be with the property owner vs the tenant; noise metrics.

A motion was made by Mayor Mahmud, seconded by Councilmember Primuth and approved by roll call vote to direct staff to address the concerns discussed and bring back a modified ordinance to the City Council as reasonably as possible.

Motion carried, 4-1 with Mayor Pro Tem Cacciotti voting no.

**16. Adoption of a Resolution Confirming an Annual Levy and Collection of Assessments for the Lighting and Landscaping Maintenance District (LLMD) for Fiscal Year (FY) 2021-22**

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CONFIRMING THE FISCAL YEAR 2021-22 ANNUAL LEVY AND COLLECTION OF ASSESSMENTS CERTAIN MAINTENANCE IN AN EXISTING DISTRICT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

**Recommendation**

It is recommended that the City Council, after receiving public testimony at the public hearing, adopt the attached resolution confirming the annual, levy and collection of assessments for the LLMD for FY 2021-22.

**COUNCIL ACTION AND MOTION**

Public Works Director Abbas presented a staff report.

Mayor Mahmud inquired if staff was looking into a requested increase for the 2022 general municipal election; inquired on how much revenue the City is currently recovering from the assessments relative to the total cost.

Mayor Mahmud opened the public comment period.

With no requests to speak, the public comment period was closed.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Donovan, and approved by roll call vote to approve Agenda Item 16, as presented.

Motion carried, 5-0.

<b>ACTION / DISCUSSION</b>
----------------------------

**17. Authorize a Professional Services Agreement with Economic and Planning Systems, Inc. (EPS) for an Inclusionary Housing In-Lieu Fee Study and Affordable Housing Program Recommendations in an Amount Not-to-Exceed \$73,345 and Increase the Planning & Community Development Contract Services Account by \$13,345 from the General Fund for Fiscal Year 2021-2022**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute a Professional Services Agreement (PSA) with Economic and Planning Systems, Inc. (EPS) in an amount not to exceed \$73,345 for preparation of an Inclusionary Housing In-Lieu Fee Study and Affordable Housing Program Recommendations; and
2. Appropriate \$13,345 from General Fund Undesignated Reserves to the Planning and Community Development Contract Services Account 101-7010-7011-8170.

**COUNCIL ACTION AND MOTION**

Manager of Long-Range Planning & Economic Development Lim presented a staff report.

Councilmember Primuth inquired how the City will adopt a policy of equity for affordable housing.

Councilmember Zneimer inquired if affordable housing built in the San Gabriel Valley would decrease the City's regional housing needs assessment (RHNA) requirements.

Mayor Mahmud inquired about projects prior to the inclusionary housing ordinance.

City staff responded to City Council inquiries.

Mayor Mahmud opened the public comment period.

With no requests to speak, the public comment period was closed.

A motion was made by Mayor Pro Tem Cacciotti, seconded by Councilmember Primuth, and approved by roll call vote to approve Agenda Item 17, as presented.

Motion carried, 5-0.

<b>INFORMATION REPORTS</b>
----------------------------

None

**ADJOURNMENT**

There being no further matters, Mayor Mahmud adjourned the meeting of the City Council at 9:35 PM, to the next Regular City Council meeting scheduled on Wednesday, July 21, 2021.

Respectfully submitted:

---

Christina Muñoz  
Acting Deputy City Clerk

APPROVED

---

DIANA MAHMUD  
MAYOR

Attest:

---

Christina Muñoz  
Acting Deputy City Clerk



## City of South Pasadena Management Services

# Memo

**Date:** November 3, 2021

**To:** The Honorable City Council

**Via:** Arminé Chaparyan, City Manager

**From:** Andrew Jared, City Attorney

**Re:** November 3, 2021, City Council Meeting Item No. 8 Additional Document – Direction to Forego Collection of User Utility Tax Underpayment in *Arcadia, et al. v. Southern California Edison Corp.*

---

Attached is an additional document which provides a Resolution for Agenda Item 8.



**CITY OF SOUTH PASADENA  
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA DIRECTING CITY TO REFRAIN FROM COLLECTING PAST-DUE UTILITY USERS TAXES PREVIOUSLY UNDERCOLLECTED BY SOUTHERN CALIFORNIA EDISON**

**WHEREAS**, in 2020 the City discovered that Southern California Edison (“SCE”) had been deliberately calculating the City’s Utility Users Tax (“UUT”) on rate payers electricity bills to the City’s detriment and to the advantage of SCE’s customers; and

**WHEREAS**, the City’s UUT applies a 7.5% charge to electricity furnished to households and business in the City; and

**WHEREAS**, under South Pasadena Municipal Code section 34B.5 SCE is responsible for timely and fully collecting the UUT from its customers within the City and properly remitting the UUT to the City; and

**WHEREAS**, SCE was calculating the City’s UUT after applying credits from the state’s financial assistance program for electricity customers affected by the state’s cap-and-trade program to reduce greenhouse gas emissions; and

**WHEREAS**, by incorrectly applying these credits before calculating the City’s UUT, SCE deprived the City of a significant portion of income; and

**WHEREAS**, after discovering that SCE was under-collecting the UUT, the City joined a coalition of cities in the case titled *Arcadia, et al. v. Southern California Edison Corp.* (Santa Barbara Superior Court Case No. 20 CV 02026) challenging SCE’s practice of applying an energy rebate provided by the state’s cap-and-trade program before calculating the UUT; and

**WHEREAS**, a separate lawsuit was filed by the City of Torrance against SCE alleging similar under-collection of UUT and the court in the *Arcadia* case granted a motion by SCE to stay the litigation pending the decision of the court in the *Torrance* matter; and

**WHEREAS**, on March 17, 2021 the Second District Court of Appeal issued its opinion in the *Torrance* matter, which concluded that the City of Torrance’s UUT included charges for electricity use covered by the greenhouse gas credits in the tax base and SCE was not directly liable for under-collected UUT, although prospective relief for cities remains available; and

**WHEREAS**, the Court of Appeal however ruled that a city cannot directly collect from SCE taxes owed by individual rate payers for UUT that SCE did not collect; and

**WHEREAS**, the Second District Court of Appeal’s decision has recently been finalized; and

**WHEREAS**, the City does not wish to penalize residents and businesses for the errors of SCE; and

**WHEREAS**, the City Council desires to refrain from pursuing collection of the UUT that SCE under-collected and instead focus on ensuring that SCE collects the correct amount of tax going forward only.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1. Recitals.** The preceding Recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

**SECTION 2. Direction to Focus on Future Utility Users Tax Collection.** The City Council directs the City to refrain from collecting past-due Utility Users Tax resulting from under-collections by Southern California Edison on or before the Effective Date and to focus instead on ensuring that Southern California Edison collects the right amount of Utility Users Tax in the future.

**SECTION 3. Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** on this 3rd day of November 2021.

\_\_\_\_\_  
Diana Mahmud, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina Munoz  
Acting Deputy City Clerk

\_\_\_\_\_  
Andrew L. Jared, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 3<sup>rd</sup> day of November 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Christina Munoz, Acting Deputy City Clerk



## City of South Pasadena Human Resources

# Memo

**Date:** November 2, 2021

**To:** The Honorable City Council

**Via:** Arminé Chaparyan, City Manager

**From:** Tara Schultz, Interim Human Resources and Risk Manager

**Re:** November 3, 2021, City Council Meeting Item No. 9 Additional Document – Amending the Holiday Schedule for the Public Service Employee Association – Full Time Unit and the Unrepresented Management Unit

---

Attached is an additional document which provides an update to the agenda resolution.

### Page 9-4

WHEREAS, the Parties have agreed to amend Section 10(b) of the Holiday Schedule to clarify the Closure for the Thanksgiving Holiday by adding the following sentence: “With respect to the “Friday after Thanksgiving” Holiday, those employees whose regularly scheduled day off falls on Friday shall have the Wednesday before Thanksgiving as a paid holiday, and City Hall will be closed.”; and

### Page 9-6

WHEREAS, the Parties have agreed to amend Section 10(b) of the Holiday Schedule to clarify the Closure for the Thanksgiving Holiday by adding the following sentence: “With respect to the “Friday after Thanksgiving” Holiday, those employees whose regularly scheduled day off falls on Friday shall have the Wednesday before Thanksgiving as a paid holiday, and City Hall will be closed.”; and

EXHIBIT "A"

**Side letter to the 2019-2022 Memorandum of Understanding  
Between the City of South Pasadena  
And the Public Service Employees’ Association – Full Time Unit  
Effective: Upon City Council Approval**

This side letter of agreement is made by and between the City of South Pasadena (“City”) and the Public Service Employee’s Association Full Time Unit (PSEA-FT) (collectively “the Parties”) and is entered into with respect to the following issue and the following facts:

~~WHEREAS, ¶~~The City of South Pasadena and the PSEA-FT Unit have previously entered into a memorandum of understanding (“MOU”) covering the period July 1, 2019 through June 30, 2022; and

~~WHEREAS, ¶~~The Parties have agreed to amend Section 10(b) of the Holiday Schedule to clarify the Closure for the Thanksgiving Holiday by adding the following sentence: “With respect to the “Friday after Thanksgiving” Holiday, those employees whose regularly schedule day off falls on Friday shall have the Wednesday before Thanksgiving as a paid holiday, and City Hall will be closed.”; and

~~WHEREAS, ¶~~The Parties have met and conferred regarding the terms of this side letter to the 2019-2022 Memorandum of Understanding between City and PSEA-FT; and

~~WHEREAS, ¶~~The Parties have determined to memorialize their agreement by this side letter;

~~NOW THEREFORE, the parties hereto agree as follows;~~

IN WITNESS THEREOF the Parties have caused the duly authorized representatives to execute this Agreement this \_\_\_\_ day of \_\_\_\_\_ 2021.

By: _____	_____
Stephanie Pinto, President	Arminé Chaparyan
Public Service Employees Association	City Manager
Full Time Unit	

Effective upon City Council approval.



## City of South Pasadena Community Development

# Memo

**Date:** November 3, 2021  
**To:** The Honorable City Council  
**Via:** Arminé Chaparyan, City Manager  
**From:** Angelica Frausto-Lupo, Community Development Director  
Elizabeth Bar-El, Housing Element Project Manager  
**Re:** November 3, 2021, City Council Meeting Item No. 10 Additional Document –  
2021-2029 Housing Element: Recommended Strategy and Schedule Change in  
Response to the Passage of AB 1398

---

Attached is an additional document which provides a correction to the 2<sup>nd</sup> paragraph of the Executive Summary:

“The proposed strategy would allow Council to adopt the housing element with an additional level of confidence that it would receive State certification following two prior HCD reviews. The Public Review Draft was submitted to HCD for review on October 22, 2021, and comments are anticipated to be received by December 21, ~~2022~~ 2021. The revised Final Draft, which would incorporate comments by HCD along with those received from the Council, Commission, and community, would most likely be submitted in late January for another 60-day review period. HCD could then issue a conditional approval letter, with any additional items needed. The adoption hearing draft would address HCD’s conditional approval letter. The new schedule anticipates adoption hearings in the spring of 2022.”

The Additional Document also includes a PowerPoint presentation.

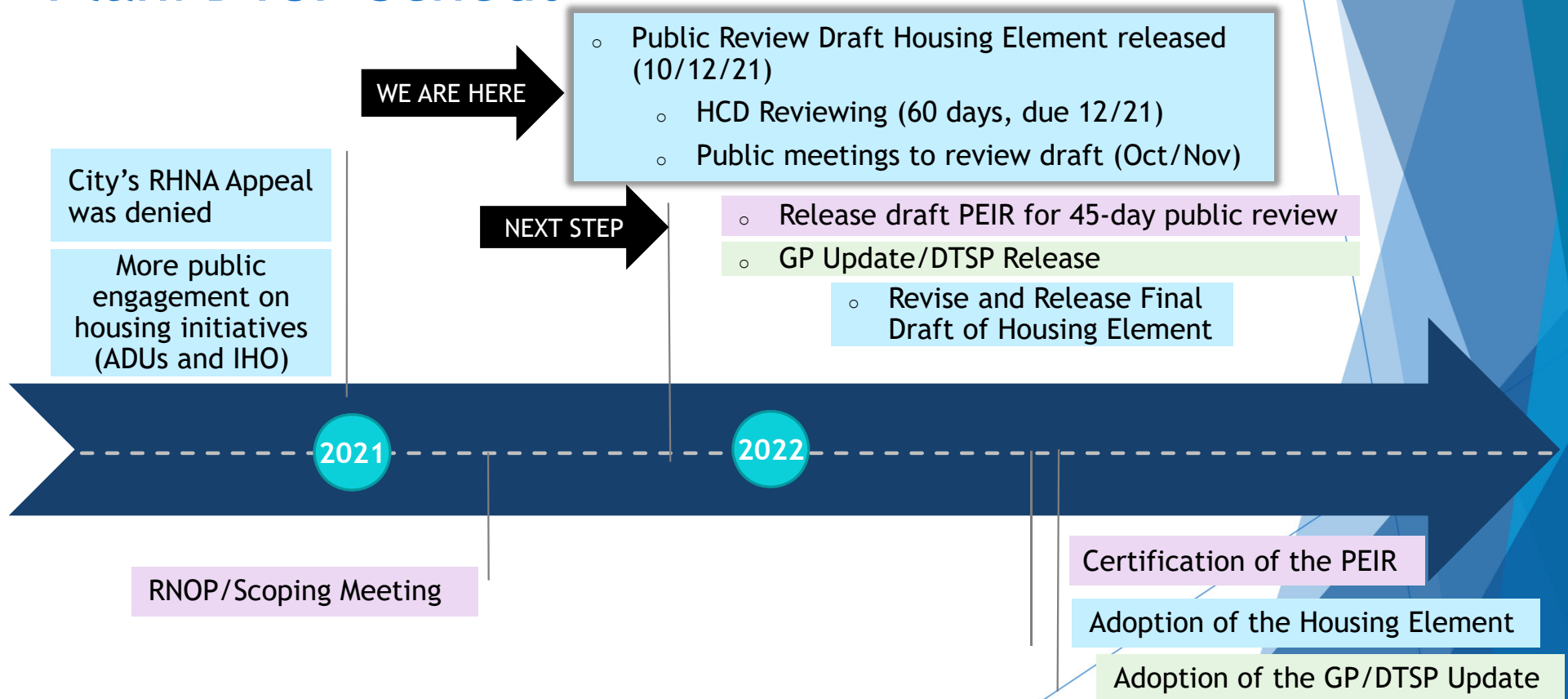


# 2021-2029 Housing Element: Response to the Passage of AB1398

Elizabeth Bar-El, AICP, Housing Element Project Manager

November 3, 2021

# 2021-2029 Housing Element and General Plan/DTSP Schedule





# AB1 398: Signed into Law on September 28, 2021

**AB-1398 Planning and zoning: housing element: rezoning of sites: prohousing local policies.** (2021-2022)

<b>Text</b>	Votes	History	Bill Analysis	Today's Law As Amended <sup>ⓘ</sup>	Compare Versions	Status	Comments To Author
-------------	-------	---------	---------------	-------------------------------------	------------------	--------	--------------------

SHARE THIS:  

Date Published: 09/29/2021

## Assembly Bill No. 1398

### CHAPTER 358

An act to amend Sections 65583, 65583.2, and 65588 of the Government Code, relating to housing.

[ Approved by Governor September 28, 2021. Filed with Secretary of State September 28, 2021. ]

### LEGISLATIVE COUNSEL'S DIGEST

AB 1398, Bloom. Planning and zoning: housing element: rezoning of sites: prohousing local policies.

(1) Existing law, the Planning and Zoning Law, requires a county and city to adopt a comprehensive, long-term general plan for the physical development of the county and city, including, but not limited to, the physical development of the county and city specified land outside its boundaries, that includes, among other things, a housing element. Existing law requires the county or city to submit its proposed and adopted general plan to the State Planning and Zoning Commission for review and approval.

# AB 1398: Housing Element Adoption Requirements

	Before AB 1398	After AB 1398
<b>Housing Element Adoption Deadline</b>	<ul style="list-style-type: none"> <li>October 15, 2021</li> </ul>	<ul style="list-style-type: none"> <li>October 15, 2021</li> </ul>
<b>Extension (120-days)</b>	<ul style="list-style-type: none"> <li>February 11, 2022</li> </ul> <p><i>HCD review and revisions for compliance may be completed <u>after</u> this date</i></p>	<ul style="list-style-type: none"> <li>February 11, 2022</li> </ul> <p><i><u>Must be in “substantial compliance” with state law or rezoning must be completed by October 15, 2022</u></i></p>
<b>Rezoning to Comply with RHNA</b>	<ul style="list-style-type: none"> <li>Within 3 years of adoption</li> </ul>	<ul style="list-style-type: none"> <li>Within 3 years of adoption; or</li> <li>October 15, 2022</li> </ul>

# AB 1398: Housing Element Adoption Implications

	Before AB 1398	After AB 1398
HCD Comments Due on Draft Housing Element	December 21, 2021	December 21, 2021
Final Draft Release Date	December 30, 2021	January 2022
Planning Commission/City Council Hearings to Adopt Housing Element	January/February 2022	
Submit Final Housing Element to HCD for Review (90-days)	Mid-May 2022	Late March 2022
Planning Commission/City Council Hearings to Adopt Housing Element	July/August 2022	April/May 2022
Submit Adopted Housing Element to HCD for Certification (90-days)	Mid-November 2022	July/August 2022

# Next Steps

- ▶ Winter 2021-2022
  - ▶ Release of Revised Draft General Plan Update/DTSP and PEIR
  - ▶ Release of Final Draft; submittal to HCD for review/conditional approval (60-day review period)
- ▶ Spring 2022
  - ▶ Adoption of the GP Update/DTSP, Housing Element, and PEIR

# Recommendation

- ▶ It is recommended that the City Council approve the revised strategy for adoption of the 2021-2029 General Plan Housing Element in response to the recent adoption of AB1398.



## City of South Pasadena Public Works

# Memo

**Date:** November 3, 2021

**To:** The Honorable City Council

**Via:** Arminé Chaparyan, City Manager

**From:** H. Ted Gerber, Acting Deputy Public Works Director  
Arpy Kasparian, Water Conservation & Sustainability Analyst

**Re:** November 3, 2021 City Council Meeting Item No. 14 Additional Document -  
Recommendation to join the San Gabriel Valley Regional Food Recovery  
Program

---

Attached is a revised Attachment 1: Memorandum of Agreement (MOA) between the SGVCOG and the City of South Pasadena for Participation in the San Gabriel Valley Regional Food Recovery Program. This revised version includes the COG's signatures on the MOA and the "Attachment A" that is referenced on page 2 of the MOA. The "Program's Scope of Work" can be found on page 7 of Attachment A.

**MEMORANDUM OF MOA  
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF  
GOVERNMENTS AND THE CITY OF SOUTH PASADENA FOR  
PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL FOOD  
RECOVERY PROGRAM**

This Memorandum of Agreement (“MOA”) is dated for identification purposes as of November 3, 2021 by and between the City of South Pasadena, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

**RECITALS:**

- A. The passage of SB 1383 (Lara, 2016) implemented statewide targets to reduce statewide disposal of organic waste and increase recovery of currently disposed edible food for human consumption. Specifically, SB 1383 aims to recover at least 20% of currently disposed edible food for human consumption by 2025. The California Department of Resources Recycling and Recovery (CalRecycle) has developed regulations entitled “Short-lived Climate Pollutants: Organic Waste Reductions” (hereafter “SLCP Regulations”), which regulations are codified at Chapter 12 of Division 7 of Title 14 of the California Code of Regulations, sections 18981.1 et seq.<sup>1</sup>
- B. To recover 20% of edible food that would otherwise be sent to landfills by 2025, SB 1383 requires local jurisdictions to establish food recovery programs and strengthen their existing food recovery networks.
- C. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies and has established and is administering a Regional Food Recovery Program (the “Program”).
- D. City seeks to participate in the Program and join a regional approach toward compliance with SB 1383’s food recovery components. Specifically, the Program will support City in complying with the food recovery components of Sections 18985.2, 18985.3, 18991.1, 18991.2, 18992.2, 18994.1, 18994.2, 18995.1, 18995.2, 18995.3, and 18995.4.
- E. City will remain responsible for maintaining an Implementation Record pursuant to Section 18995.2, to include all necessary information from the Program in the City’s Implementation Record and to report the necessary information to CalRecycle based on the reporting timelines and reporting request procedures set forth in Sections 18994.1, 18994.2, and 18995.2.
- F. Pursuant to Section 18985.2, the City will remain responsible for updating and

---

<sup>1</sup> All Section references herein are to Title 14 of the California Code of Regulations unless otherwise stated.

maintaining a list of food recovery organizations and food recovery services on an annual basis. Such list must be annually updated to include each food recovery organization and each food recovery service's name, physical address, contact information, collection service area, and the types of food they accept. Such information must be posted on the City's website and shared with the City's commercial edible food generators on an annual basis. It is also the City's responsibility to share information about the City's edible food recovery programs, information about the commercial edible food generator requirements, information about food recovery organizations and food recovery services operating within its jurisdictions, where a list of those food recovery organizations and food recovery services can be found, and information about actions that commercial edible food generators can take to prevent the creation of food waste on an annual basis.

- G. City acknowledges the need to adopt a SB 1383 ordinance prior to January 1, 2022 to ensure effective implementation of the Program.
- H. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA and further agree as follows:

**I. RECITALS:**

The above Recitals are made a substantive part of this MOA.

**II. TERM:**

The term of this MOA shall commence on November 3, 2021 and shall continue through the completion of all work completed under this MOA. The term of this MOA may be extended by mutual written MOA of the Parties.

**III. RESPONSIBILITIES OF THE PARTIES:**

**A. SGVCOG Responsibilities:**

1. Undertake procurement and management of consultant(s) to complete the Program set forth in the Program's Scope of Work (Attachment A), including the execution of a contract with the consultant for the development of the Program.
2. Manage all invoicing and payments to be made to consultant.
3. Review draft deliverables prepared by the consultant for accuracy.
4. Coordinate with the consultant to ensure consultant's participation in calls and meetings.
5. Manage ongoing coordination of calls with the Parties and the consultant throughout the development of the Program.
6. Review and provide comments on draft communications and documents related to the Program.
7. Submit one invoice to the City within thirty (30) days of this MOA's execution, in the amount that does not exceed \$60,705.00 (includes both consultant fee and administrative fee) which amount represents City's total



cost for participation in the Program.

B. City Responsibilities:

1. Designate a point-of-contact with name, title, and contact information who will serve as the City's technical representative throughout the development of the Program. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact will be designated within fourteen (14) calendar days.
2. Actively engage in the development of the Program including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
3. Review and provide comments to consultant on deliverables as necessary.
4. Participate in check-in calls and/or meetings with the consultant and with all Parties, as necessary.
5. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
6. Pay the invoice referenced in III.A.7 above within thirty (30) days.

IV. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Senior Management Analyst, whose contact information is set forth below.
2. For the purposes of this MOA, the City designates the following individual as its representative: Arpy Kasparian, Water Conservation & Sustainability Analyst, whose contact information is set forth below.

Either Party may change the designations set forth herein upon written notice to the other Party.

V. DEFAULT; REMEDIES:

- A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Regional Food Recovery Program.
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate

this MOA. Such termination shall be effective immediately upon the provision of written notice by the non-defaulting Party to the defaulting Party. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

**VI. INDEMNIFICATION:**

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this MOA.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this MOA.
- C. To the extent allowed by State law, SGVCOG shall require that the consultant(s) defend and indemnify the City and its elected officials, officers, agents, employees, and volunteers from and against any and all claims, actions, suits, or other legal proceedings (collectively, "Claims") brought against the City arising out of or relating to the acts or omissions of the consultant(s) in connection with the Scope of Work, in the agreement between the consultant and SGVCOG; provided that SGVCOG shall not be liable to the City and its elected officials, officers, agents, employees, and volunteers by way of agency or any other theory of liability for any such Claims.

**VII. INSURANCE:**

City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

**VIII. OTHER TERMS AND CONDITIONS:**

- A. Notices. All notices required or permitted to be given under this MOA shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Alexander Fung  
Senior Management Analyst  
1000 S. Fremont Avenue, Unit 42  
Building A-10N, Suite 10-210  
Alhambra, CA 91803  
(626) 457-1800  
[afung@sgvcog.org](mailto:afung@sgvcog.org)

with a copy to: Marisa Creter  
Executive Director  
1000 S. Fremont Avenue, Unit 42  
Building A-10N, Suite 10-210  
Alhambra, CA 91803  
(626) 457-1800  
[mcreter@sgvcog.org](mailto:mcreter@sgvcog.org)

To City: Arpy Kasparian  
Water Conservation & Sustainability Analyst  
Public Works Department  
1414 Mission Street  
South Pasadena, CA 91030  
(626) 403-7253  
[akasparian@southpasadenaca.gov](mailto:akasparian@southpasadenaca.gov)

with a copy to: H. Ted Gerber  
Deputy Public Works Director  
Public Works Department  
1414 Mission Street  
South Pasadena, CA 91030  
(626) 460-6392  
[tgerber@southpasadenaca.gov](mailto:tgerber@southpasadenaca.gov)

- B. No Partnership. This MOA is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the MOA, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire MOA. This MOA constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This MOA may be modified only in writing and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This MOA shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOA, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

- E. Excusable Delays. Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- F. Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this MOA shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- G. Headings. The section headings contained in this MOA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- H. Assignment. Neither Party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- I. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- J. Authority to Execute. The person executing this MOA on behalf of a Party warrant that they are duly authorized to execute this MOA on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this MOA.
- K. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- L. Electronic Signatures. This MOA may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed and to be effective on the date it has been fully executed by the Parties as set forth below.

FOR THE CITY OF SOUTH PASADENA:

FOR THE SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS:

By: \_\_\_\_\_  
Arminé Chaparyan  
City Manager

By: Marisa Creter \_\_\_\_\_  
Marisa Creter  
Executive Director

Date: \_\_\_\_\_

Date: 10/28/2021 \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christina Muñoz  
Acting Deputy City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew L. Jared  
City Attorney

David DeBerry \_\_\_\_\_  
David DeBerry  
General Counsel

**ATTACHMENT A**  
**SGVCOG REQUEST FOR PROPOSALS**

# REQUEST FOR PROPOSALS

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
REQUEST FOR PROPOSALS NO. 21-13  
FOR  
THE SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY PROGRAM**

<b>RFP Schedule (all times are in PDT)</b>	
July 20, 2021	Request for Proposals (RFP) Issued
August 4, 2021 at 11:00am	Non-Mandatory Pre-Proposal Virtual Conference
August 6, 2021 at 5:00pm	Written Questions Due
August 19, 2021 at 3:00pm	Proposals Due
August 30, 2021	Virtual Oral Interviews (shortlisted proposers only)
September 6, 2021, Tentative	Notice of Intent to Award Issued
September 16, 2021, Tentative	Contract Approved
September 30, 2021, Tentative	Notice to Proceed

## **SECTION I: INSTRUCTIONS TO PROPOSERS**

### **Non-Mandatory Pre-Proposal Virtual Conference**

The SGVCOG will hold a Pre-Proposal Teleconference at the date and time listed above. Any prospective Proposer should plan to attend the Pre-Proposal Teleconference as the Teleconference will provide an overview of the RFP, services to be provided, and discuss expected outcomes. Attendance does not guarantee award of any contract.

Questions regarding the RFP will be accepted by the SGVCOG during the Teleconference and the written question time frame. Responses will be posted to PlanetBids.

Proposers will need to contact Carlos Garcia, Contracts Manager, via email at [cgarcia@sgvcog.org](mailto:cgarcia@sgvcog.org) to register and receive the link to attend. The deadline to register is one hour prior to the conference. Emails received after this deadline may not receive the link to the Teleconference.

### **Background and Project Description**

The San Gabriel Valley Council of Governments (SGVCOG) is seeking proposals to provide support to San Gabriel Valley cities and assist with their ongoing efforts in preparing for Senate Bill 1383's (Lara, 2016) food recovery components.

SB 1383 serves as a statewide effort to reduce emissions of short-lived climate pollutants and sets the following targets:

1. Reduce statewide disposal of organic waste by 50% by January 1, 2020 and by 75% by January 1, 2025 (based on 2014 levels).
2. Recover at least 20% of currently disposed edible food for human consumption by 2025.

The California Department of Resources Recycling and Recovery (CalRecycle) is responsible for creating regulatory standards for SB 1383. The finalized guidelines, which can be found on <https://www.calrecycle.ca.gov/organics/slcp/>, were previously approved by the Office of Administrative Law. Based on approved guidelines, regulations to meet statewide organics reduction and food recovery requirements will begin to take effect on January 1, 2022. Additionally, regulations may require local jurisdictions to impose penalties for noncompliance on regulated entities starting January 1, 2024.

Stated within Section 18991.1 of the SB 1383 adopted guidelines, cities must implement an edible food recovery program that educates commercial edible food generators, increases commercial edible food generator access to food recovery organizations and food recovery services, monitors commercial edible food generator compliance, and increases edible food recovery capacity if the analysis required by Section 18992.2 of the adopted guidelines indicates that the cities do not have sufficient capacity to meet their edible food recovery needs.

As a result, cities are mandated and directed to complete the following activities:

- **Section 18985.2 of the Adopted SB 1383 Guidelines:** Cities must develop a list of food recovery organizations and food recovery services operating within their jurisdictions and maintain the list on their websites on or before February 1, 2022. The list must be updated annually and includes each food recovery organization and each food recovery service's name, physical address, contact information, collection service area, and the types of food that they accept. Additionally, cities must provide commercial edible food generators, at least on an annual basis, with information about the cities' edible food recovery programs established pursuant to Section 18991.1 of the adopted guidelines, information about the commercial edible food generator requirements specified in Article 10 of the adopted guidelines, information about food recovery organizations and food recovery services operating within their jurisdictions, where a list of those food recovery organizations and food recovery services can be found, and information about actions that commercial edible food generators can take to prevent the creation of food waste.
- **Section 18985.3 of the Adopted SB 1383 Guidelines:** Cities must include all relevant documents supporting its outreach and education compliance with Article 4 of the adopted guidelines in the Implementation Record required by Section 18995.2 of the adopted guidelines, including but not limited to:
  - Copies of the information provided to comply with Article 4 of the adopted guidelines, including flyers, brochures, newsletters, invoice messaging, and website and social media postings.



- The date, and to whom the information was disseminated or direct contact made. If a jurisdiction provides mass distribution through mailings, or bill inserts, it shall provide the date, a copy of the information, and the type and number of accounts receiving the information.
  - If the requirements of Article 4 of the adopted guidelines were met solely through the use of electronic media, the record shall include a copy, with dates posted, of social media posts, emails, or other electronic messages.
  - If a jurisdiction relies on a designee, as allowed in Section 18981.2 of the adopted guidelines, it shall include a copy of the materials distributed by the designee.
- **Section 18990.2 of the Adopted SB 1383 Guidelines:** Cities cannot implement or enforce an ordinance, policy, or procedure that prohibits the ability of a generator, food recovery organization, or food recovery service to recover edible food that could be recovered for human consumption.
  - **Section 18991.2 of the Adopted SB 1383 Guidelines:** Cities must include all documents supporting its compliance with Section 18991.1 of the adopted guidelines in the Implementation Record as required by Section 18995.2 of the adopted guidelines, including at a minimum:
    - A list of commercial edible food generators in their jurisdictions that have a contract or written agreement with food recovery organizations or services pursuant to Section 18991.3(b) of the adopted guidelines.
    - A list of food recovery organizations and food recovery services in their jurisdictions and their edible food recovery capacity.
    - Documentation of the actions that the jurisdictions have taken to increase edible food recovery capacity.
  - **Section 18992.2 of the Adopted SB 1383 Guidelines:** If a county identifies that new or expanded capacity is needed to recover the required amount of edible food, cities must submit an implementation schedule to CalRecycle that demonstrates how they will ensure that there is enough new or expanded capacity to recover the required amount of edible food within their jurisdictions by the end of the reporting period set forth in Section 18992.3 of the adopted guidelines. The implementation schedule must include timelines and milestones for planning efforts to access additional new or expanded capacity, including but not limited to obtaining funding for edible food recovery infrastructure, modifying franchise agreements, demonstrating other means of financially supporting the expansion of food recovery capacity, or identifying facilities, operations, and activities inside the county that can be used for additional capacity. Cities that are contacted by the county regarding the lack of edible food recovery capacity must respond to the county's request for information necessary to comply with the requirements within 120 days.
  - **Section 18994.1 of the Adopted SB 1383 Guidelines:** Cities must report to CalRecycle on their implementation and compliance with the requirements of the adopted guidelines. By April 1, 2022, cities must submit a copy of ordinances or other enforceable mechanisms

adopted pursuant to the adopted guidelines, reporting items identified in Section 18994.2(b) of the adopted guidelines, and the name, mailing address, phone number, and email address of the designated points-of-contact at the cities responsible for receiving communications regarding SB 1383 compliance. Cities must also provide the name and address of the agent designated by the jurisdictions for the receipt of service of process from CalRecycle for the purposes of enforcement of the SB 1383 regulations if agent is different from the designated points-of-contact.

- **Section 18994.2 of the Adopted SB 1383 Guidelines:** Cities must report the information required to CalRecycle according to the following schedule:

- On or before October 1, 2022, cities must report for the period of January 1, 2022 through June 30, 2022.
- On or before August 1, 2023, and on or before August 1 of each year thereafter, cities must report for the period covering the entire previous calendar year.

Cities must report the following regarding its implementation of the edible food recovery requirements of Article 10 of the adopted guidelines:

- The number of commercial edible food generators located within their jurisdictions.
- The number of food recovery services and organizations located and operating within their jurisdictions that contract with or have written agreements with commercial edible food generators for food recovery.
  - Cities must require food recovery organizations and services that are located within their jurisdictions and contract with or have written agreements with commercial edible food generators pursuant to Section 18991.3(b) of the adopted guidelines to report the amount of edible food in pounds recovered by the service or organization in the previous calendar year to the jurisdictions.
- Cities must report on the total pounds of edible food recovered by food recovery organizations and services pursuant to Subdivision (h)(2)(A) of Section 18994.2 of the adopted guidelines.

Cities, in collaboration with counties, must report on the food recovery capacity regarding the tons estimated to be generated for landfill disposal, the amount of capacity verifiably available to the county and cities within the county, the amount of new capacity needed, and locations identified for new or expanded facilities.

Cities must also report the following regarding their implementation of the compliance, monitoring, and enforcement requirements specified in Articles 14-16 of the adopted guidelines:

- The number of inspections conducted by type for commercial edible food generators and food recovery organizations.

- The number of complaints pursuant to Section 18995.3 of the adopted guidelines that were received and investigated, and the number of Notices of Violation issued based on investigation of those complaints.
  - The number of Notices of Violations issued, categorized by the type of entity subject to the adopted guidelines.
  - The number of penalty orders issued, categorized by the type of entity subject to the adopted guidelines.
  - The number of enforcement actions that were resolved, categorized by the type of regulated entity.
- **Section 18995.1 of the Adopted SB 1383 Guidelines:** Beginning January 1, 2022, cities must conduct inspections of Tier 1 commercial edible food generators and food recovery organizations and services for compliance with the adopted guidelines. Inspections of Tier 2 commercial edible food generators for compliance with the adopted guidelines must begin on January 1, 2024.
    - Beginning January 1, 2022, cities must investigate complaints as required under Section 18995.3 of the adopted guidelines.
    - Beginning January 1, 2022, and until December 31, 2023, cities must provide educational materials describing the applicable requirements of the adopted guidelines in response to violations.
    - Beginning January 1, 2024, cities must enforce the adopted guidelines pursuant to Sections 18995.4 and 18997.2 of the adopted guidelines in response to violations. Details of SB 1383 enforcement procedures can be found in Section 18995.4 of the adopted guidelines.
    - Cities must conduct a sufficient number of inspections of entities to adequately determine overall compliance with the adopted guidelines. Cities may prioritize inspections of entities that they determine are more likely to be out of compliance.

Cities must generate a written or electronic record for each inspection and compliance review conducted pursuant to the adopted guidelines. Each record must include the subject or subjects of the inspection, including the name or account name of each person or entity, the date of the inspection or compliance review, the person(s) who conducted the action, findings regarding SB 1383 compliance, including any Notices of Violation or educational materials issued, and other evidence supporting the findings such as photographs and records. Documentation of all inspections and compliance reviews, as well as all other records of enforcement, must be maintained in the Implementation Record required by Section 18995.2 of the adopted guidelines.

- **Section 18995.2 of the Adopted SB 1383 Guidelines:** Cities must maintain all records required by the adopted guidelines, including both organic waste and food recovery components, in the Implementation Record. Each city must store the Implementation Record in one central location, physical or electronic, that can be readily accessed by CalRecycle. Upon request by CalRecycle, the cities must provide access to the Implementation Record within 10 business days. All records and information must be

included in the Implementation Record within 60 days of the creation of the record or information. All records must be retained by the cities for 5 years.

- **Section 18995.3 of the Adopted SB 1383 Guidelines:** Cities must provide a procedure for the receipt and investigation of written complaints of alleged violations of the SB 1383 regulations. Cities must allow for the submission of anonymous complaints. The procedure must provide that complaints be in writing and include the name and contact information of the complainant (if not anonymous), the identity of the alleged violator (if known), a description of the alleged violation including location(s) and all other relevant facts known to the complainant, any relevant photographic or documentary evidence supporting the allegations, and the identity of witnesses (if known). A jurisdiction must commence an investigation within 90 days of receiving a complaint if a jurisdiction determines that the allegations, if true, would constitute a violation of SB 1383 regulations. The jurisdiction must provide a procedure to notify a complainant of the results of their complaint if the identity and contact information of the complainant are known.

The selected consultant shall implement activities that support participating cities to comply with the aforementioned mandates. The Proposer is strongly recommended to review the SB 1383 guidelines prior to submitting proposal documents. A standard Scope of Work can be found in this RFP.

The project is jointly funded by the Cities of Alhambra, Azusa, Covina, Duarte, El Monte, Glendora, Irwindale, La Cañada Flintridge, Monrovia, Monterey Park, San Marino, South Pasadena, Temple City, and Walnut. Additional cities in the SGVCOG's jurisdiction may elect to participate in the project prior to the issuance of the Notice to Proceed. The Proposer should expect up to 5 additional cities to join this regional endeavor between the proposal submission date and the award of the contract.

This RFP and the Proposer's proposal will become part of the Agreement when said Agreement is fully executed by the Proposer and the SGVCOG. A standard scope of work is included in this RFP. A detailed scope and deliverables will be developed during negotiations with the selected Consultant.

### **Schedule of Work**

Based on mandates set forth by the adopted guidelines, the SGVCOG is seeking a completed project (Tasks 1-4 indicated in the scope of work without the optional add-ons in the Scope of Work) **by January 17, 2022**. The addition of Tasks 5 and 6 may extend the Schedule of Work until August 1, 2024. These additional tasks are envisioned to be annual contracts with annual options to extend through August 1, 2024.

## **Scope of Work\***

### **Task 1 Project Management**

#### Task 1.1 Kickoff Meeting

The Consultant shall conduct a kickoff meeting with the SGVCOG and CalRecycle staff. The primary objectives will be to review scope, schedule, project goals, and key issues. The SGVCOG will be responsible for inviting CalRecycle staff to participate in the Kickoff Meeting.

***Deliverables: Meeting notes and materials for kickoff meeting.***

#### Task 1.2 Project Team Coordination

Biweekly project team meetings, regular phone and e-mail correspondence, and other communications with the SGVCOG to ensure that the tasks listed in this SOW stay on schedule and within budget.

***Deliverables: Meeting notifications, agendas, and notes.***

#### Task 1.3 Project Management Update Meetings

The Consultant shall facilitate approximately 6-8 meetings with the SGVCOG and representatives of participating cities to solicit feedback on draft deliverables.

***Deliverables: Meeting notifications, agendas, notes, and other relevant drafts and documents.***

### **Task 2 Capacity and Compliance Assessments**

#### Task 2.1 Food Recovery Agencies and Organizations Capacity Assessment

The Consultant shall assess potential edible food recovery agencies and organizations in and around the participating cities' city limits, identify and evaluate the processing capacity of such agencies and organizations, identify and evaluate whether these agencies and organizations have existing contracts and written agreements with participating cities' commercial edible food waste generators, and provide a detailed report. Additionally, the Consultant shall calculate if additional capacity is needed for participating cities to recover the required amount of edible food, identify the infrastructure needed to operate an edible food recovery program in the San Gabriel Valley, and identify opportunities for participating cities to fund such infrastructure.

***Deliverables: A detailed report containing a list of edible food recovery agencies and organizations in and around the participating cities' city limits to provide for***

*participating cities' edible food waste generators that comply with SB 1383, and an assessment of the requirements associated with the collected edible food or expand collection of edible food. Additionally, the report should include information on the processing capacity of the food recovery agencies and organizations in and around the participating cities' city limits and whether these agencies and organizations have existing contracts and written agreements with the participating cities' commercial edible food waste generators. The report must also include details on whether additional capacity is needed for participating cities to recover the required amount of edible food, the infrastructure needed to operate an edible food recovery program in the San Gabriel Valley and opportunities for participating cities to fund such infrastructure. The report shall be compiled in the form of one regional document, with the information on each participating city formatted by sections.*

Task 2.2 Tier 1 and Tier 2 Edible Food Waste Generators Compliance Assessment  
The Consultant shall identify participating cities' Tier 1 and Tier 2 edible food waste generators and assess the generators for their existing food recovery capacity and their current compliance statuses, including whether or not the generators have existing contracts or written agreements with food recovery services or organizations, with SB 1383's edible food recovery regulations.

*Deliverables: A detailed report providing details on participating cities' Tier 1 and Tier 2 edible food waste generators, their statuses on their participation in edible food donation programs, and their SB 1383 food recovery compliance statuses of such edible food donation programs. The report shall be compiled in the form of one regional document, with the information on each participating city formatted by sections.*

### **Task 3 Public Outreach**

Task 3.1 Develop Outreach and Education Plan  
The Consultant shall develop and propose an outreach and education plan and timeline for participating cities' Tier 1 and Tier 2 edible food waste generators and stakeholder groups and specify plans to incorporate communication, marketing, and outreach/education efforts. Please note that all outreach efforts must be conducted, by law, before February 1, 2022. The plan shall include email notifications to participating cities' Tier 1 and Tier 2 edible food waste generators, social media and website postings, and five (5) regional educational workshops (with recording available). The Consultant shall also create materials for the outreach and education plan based on resources provided by CalRecycle and the Los Angeles County Department of Public Works, including flyers, brochures,

presentations, and website and social media templates. All materials must be provided in traditional Chinese, English, and Spanish.

***Deliverables: Multilingual outreach and education materials and a detailed plan on comprehensive outreach and education efforts for participating cities' Tier 1 and Tier 2 edible food waste generators and stakeholder groups.***

**Task 3.2** Implement Outreach and Education Plan

Upon approval by the SGVCOG, the Consultant shall implement the proposed outreach and education plan. The Consultant shall provide records of all outreach and education efforts, along with copies of the utilized marketing materials, that were conducted. The records shall include the date and to whom the information was disseminated or direct contact made.

***Deliverables: Weekly reports and updates on conducted outreach and education efforts, including emails, presentations, individuals/entities outreached, outcomes/relevant documents, and copies of the utilized marketing materials.***

**Task 4** **Final Report**

**Task 4.1** Final Report Deliverable

The Consultant shall compile a Final Report that includes details on the outreach efforts that were conducted, the assessments that were performed under Task 2, the food recovery needs and operations of participating cities' Tier 1 and Tier 2 waste generators, the food recovery needs and operations of food recovery agencies and organizations in and around the San Gabriel Valley, and recommendations on the necessary steps that participating cities should consider to ensure SB 1383 compliance.

***Deliverables: Final report detailing the outreach efforts that were conducted, the assessments that were performed under Task 2, the food recovery needs and operations of participating cities' Tier 1 and Tier 2 waste generators, the food recovery needs and operations of food recovery agencies and organizations in and around the San Gabriel Valley, and recommendations on the necessary steps that participating cities should consider to ensure SB 1383 compliance.***

**Task 5** **Inspection Program Development (Optional Add-On)\*\***

**Task 5.1** Develop Inspection Schedule and Plan

Based on the information identified in Task 2, the Consultant shall develop a schedule and plan to implement a program, including a mechanism that allows for the submission of anonymous complaints and determining the validity of those

complaints based on Section 18995.3 of the adopted guidelines, to conduct inspections of participating cities' Tier 1 commercial edible food generators and food recovery organizations and services for compliance with the adopted SB 1383 guidelines. Please note that cities must conduct inspections of Tier 1 commercial edible food generators and food recovery organizations and services for compliance beginning January 1, 2022. Inspections of Tier 2 commercial edible food generators for compliance with the adopted guidelines must begin on January 1, 2024. By law, the Consultant does not have authority to issue citations; however, the Consultant shall develop an effective method to quickly and effectively inform participating cities to issue educational materials and/or citations in the event that noncompliance is identified during inspections. Between January 1, 2022 and December 31, 2023, cities must provide educational materials describing the applicable requirements of the adopted guidelines in response to violations. Starting on January 1, 2024, cities must enforce the adopted guidelines pursuant to Sections 18995.4 and 18997.2 of the adopted guidelines in response to violations.

***Deliverable: A report detailing the proposed schedule and plan to implement an inspection program in participating cities, including details of an effective method to quickly and effectively inform participating cities to issue educational materials and/or citations in the event that noncompliance is identified during inspections. The report must be presented to the SGVCOG and participating cities for review before November 29, 2021.***

## **Task 6 Inspection Program Implementation (Optional Add-On)\*\***

### **Task 6.1 Implement Inspection Schedule and Plan**

Upon the approval by the SGVCOG and participating cities, the Consultant shall begin implementing the inspections beginning January 1, 2022. The Consultant shall document the number of inspections conducted by type for commercial edible food generators and food recovery organizations, the number of complaints pursuant to Section 18995.3 of the adopted guidelines that were received and investigated, and the number of Notices of Violations issued (in partnership with participating cities) based on investigation of those complaints. Additionally, the Consultant shall, in partnership with participating cities, document the number of Notices of Violation, penalty orders, and enforcement actions that were resolved, categorized by type of entity subject to the adopted guidelines.

***Deliverable: Documentation of the number of inspections conducted by type for commercial edible food generators and food recovery organizations, the number of complaints pursuant to Section 18995.3 of the adopted guidelines that were received and investigated, and the number of Notices of Violations issued (in partnership with participating cities) based on investigation of those complaints.***



*Additionally, the Consultant shall, in partnership with participating cities, provide documentation of the number of Notices of Violation, penalty orders, and enforcement actions that were resolved, categorized by type of entity subject to the adopted guidelines. Such documents shall be provided on a monthly basis.*

*\*The Scope of Work may be amended after the issuance of the Notice to Proceed to include additional assistance to participating jurisdiction(s) with specific needs, such as identifying food deserts, additional marketing and outreach support, and kitchen/busboy training.*

*\*\*Tasks 5 and 6 may be added to the Scope of Work depending on the interest of each participating city. Please do provide an estimate cost for Tasks 5 and 6 and list out the assumptions that were utilized in developing the pricing. Also, please provide the potential assumptions that could impact the pricing based on the information gathered when completing Tasks 1-4 of the Scope of Work.*

#### **Examination of Proposal Documents**

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve SGVCOG's objectives. Proposer is prepared to comply with all statutes and regulations applicable to the work to be performed.

#### **Addenda**

The SGVCOG reserves the right to revise the RFP documents. Any changes to the requirements of this RFP will be made by written addendum. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. Addenda will be posted on SGVCOG's online bidding system, Planet Bids, and will be available for downloading. It is the responsibility of Proposers and other interested parties to check the online bidding system regularly during the solicitation period for updated information.

The SGVCOG will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP, and be rejected.

#### **SGVCOG Contact**

All communication and/or contact with SGVCOG staff regarding this RFP are to be directed to the following:

*Carlos Garcia, Contracts Manager  
San Gabriel Valley Council of Governments  
4900 Rivergrade Road, Suite A120  
Irwindale, California 91706  
Email: cgarcia@sgvcog.org*

Commencing on the date of the issuance of this RFP, and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with SGVCOG staff; member of the Technical Evaluation Committee (TEC) for this RFP; or any contractor on Proposer involved with the procurement, other than the Contracts Manager named above, or unless expressly permitted by this RFP. Contact includes telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of SGVCOG.

### **Questions and Requests for Clarifications**

- Examination of Documents
  - Proposers and other interested parties are encouraged to promptly notify the SGVCOG of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Proposer require clarifications to this RFP, the Proposer shall notify the SGVCOG in writing in accordance with the “Submission of Proposals” section below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the SGVCOG will issue a written addendum clarifying the matter, which will be posted on the SGVCOG’s online bidding system, Planet Bids.
- Submitting Requests
  - All questions regarding this RFP must be submitted in writing via the SGVCOG’s online bidding system, PlanetBids by the date and time listed in the RFP Schedule. No other questions will be received after the deadline. Only written inquiries transmitted online will be considered. All questions and answers, including questions that could not be specifically answered at the Pre-Proposal Conference event will then be posted on the SGVCOG’s online bidding system, Planet Bids.
  - Under no circumstances should prospective Proposers discuss with, or inquire of any SGVCOG Proposers, employees (except for SGVCOG contact as identified in the “SGVCOG Contact” Section), city and county employees or elected officials including the SGVCOG Governing Board and Committee on any matter relating to this solicitation.

### **Submission of Proposals**

Proposer shall submit one (1) PDF format proposal via SGVCOG’s online bidding system on PlanetBids on by the date and time listed in the RFP Schedule.

### **Acceptance of Proposals**

- (1) SGVCOG reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposals.

- (2) SGVCOG reserves the right to amend, withdraw, or cancel this RFP at any time without prior notice, and it makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- (3) SGVCOG reserves the right at its sole discretion to modify this RFP should the SGVCOG deem that it is in its best interests to do so.
- (4) Proposals received by SGVCOG are public information and will be made available to any person upon request after the entire proposal evaluation process has been completed.
- (5) Submitted proposals are not to be copyrighted.

### **Pre-Contractual Expenses**

- The SGVCOG shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Proposer in preparation of its proposals.
- Pre-contractual expenses are defined as expenses incurred by the Proposer in:
  - Preparing its proposal and related information in response to this RFP;
  - Submitting that proposal to SGVCOG;
  - Negotiating with SGVCOG any matter related to this proposal;
  - Cost associated with interviews, meetings, travel or presentations; and
  - Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement, and a formal notice to proceed.

### **Conflict of Interest**

Proposer agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships, or contracts, the Proposer is unable, or potentially unable, to render impartial assistance or advise the SGVCOG; Proposer's objectivity in performing the work identified in the specifications is, or might be, otherwise impaired; or the Proposer has an unfair competitive advantage. Proposer is obligated to fully disclose to SGVCOG in writing of any Conflict of Interest issues as soon as they are known to the Proposer. All disclosures must be disclosed at the time of Proposal submittal.

Proposer agrees to comply with the SGVCOG's Code of Conduct as it relates to Third Party contracts which is hereby referenced and by this reference is incorporated herein. Proposer agrees to include these requirements in all of its subcontracts.

### **Small Business Enterprise Program Participation**

There is no SBE goal that has been developed for this project.

### **Period of Performance**

Performance under a contract awarded pursuant to this RFP is estimated to commence in accordance with the "Schedule of Work" section.

### **Contract Type and Compensation**

- The Proposer's compensation for the work as identified in the Scope of Work, will be on a Lump Sum by task basis.
- Tasks 1-4 as detailed in the Scope of Work will be issued as Task Order 1. Subsequent Task Orders will be issued at a later date for Tasks 5-6 as the SGVCOG discerns the level of interest from participating cities.
- The Task Order issued under Lump Sum should include compensation for all work and deliverables, including travel, equipment and all project-related costs. Even though the method of payment to Proposer will be on a Lump Sum basis, a detailed labor cost breakdown shall be provided identifying hourly rates for each professional and administrative staff person who will be committed to this Project (prime and subconsultants), including fringe and overhead costs. This information will be used to determine the reasonableness of Proposer's estimate and for pre-/post-award audit purposes when appropriate.

### **Taxes**

The Proposer's work activities are subject to applicable state and local taxes. However, the SGVCOG is exempt from the payment of federal excise and transportation taxes.

### **General Terms and Conditions**

- Appendix A contains a copy of the anticipated professional services agreement including the general terms and conditions of an agreement to provide Services for this Project.
- The SGVCOG reserves the right to modify the professional services agreement to the extent that it deems necessary either before or during any negotiations with the selected Proposer.
- The Proposer is expected to review the general terms and conditions and acknowledge their acceptance of Appendix A in the Proposal Cover letter (or their objections to specific parts of Appendix A) as a mechanism to expedite the contract negotiation process.
- The intent of the SGVCOG is to negotiate and enter into agreement with a Proposer for the identified project as soon as possible after the SGVCOG's Governing Board has approved the recommendations of the selection committee as later described in SECTION II "Evaluation Criteria" below.
- To accommodate a possible delay in reaching a contract agreement, all parts of the Proposal and especially the offer of key personnel as described in the RFP shall be valid for one hundred eighty (180) days after submittal of the Proposal.

### **Key Personnel**

It is imperative that the key personnel providing the services have the background, experience, and qualifications to prepare and complete the Project. The SGVCOG reserves the right to approve all key personnel individually for work on the contract. The Proposer must identify all proposed key personnel.

All key personnel shall be named in the proposal. After a contract is signed, the Proposer may not replace key personnel without written agreement of the SGVCOG. The SGVCOG must approve replacement staff before a substitute person is assigned to the Project. The SGVCOG reserves the right to request that the Proposer replace a staff person assigned to the contract should the SGVCOG consider such a replacement to be for the good of the project. Replacement staff would be subject to the SGVCOG written approval prior to assignment to the team.

### **Office Location/Travel**

It is not the intent of the SGVCOG to provide office space for Proposer's personnel at the SGVCOG office. The SGVCOG does not intend to reimburse the Proposer for personnel relocation under a contract on this solicitation. Specialty staff identified in the proposal that are needed for specific assignments on the contract may, with the SGVCOG written approval in advance, be eligible for reimbursement for all reasonable, normal costs associated with travel outside their home office.

### **Evaluation Procedure**

The SGVCOG will form a Technical Evaluation Committee (TEC) to evaluate the received proposals. Proposers should carefully align the proposed staff hours for each task. Each TEC member will evaluate each proposal using a 100-point scale and the evaluation criteria to calculate a score for each consultant, then rank the consultants by the scores. The TEC will convene to discuss their rankings and may shortlist top-ranked proposers for oral interviews. TEC members will be allowed to revise their scores based on the information and clarifications received through discussion with other TEC members, reference checks, and consultant interviews.

### **Award**

At the conclusion of this process, SGVCOG staff will submit the recommendation of the TEC to the Executive Director for approval and award of contract. SGVCOG reserves the right to award this contract to one (1) Proposer, and to award without discussions.

### **Protest Procedures**

The SGVCOG has prepared written protest procedures that are applicable to its solicitations and a copy of the procedures may be obtained by contacting the SGVCOG Contracts Manager identified in this RFP.

### **Notification of Award and Debriefing**

Proposers who submit a proposal in response to this RFP shall be notified via PlanetBids of the contract award. Such notification shall be made no later than the close of business the fifth (5th) business day after the notice of intent to award is issued by the SGVCOG.

Proposers who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Proposers who wish to be debriefed must request

the debriefing in writing or electronic mail. Debriefings will not be scheduled until the contract is fully executed.

**\*End Instructions to Proposers\***

**SECTION II: EVALUATION CRITERIA**

**Proposal Evaluation Criteria (100 Points Total)**

- Technical Proposal (30 Points)
  - Technical experience in performing similar projects.
  - Demonstrated history of working together and cooperation amongst team members, including proposed subconsultants.
  - Demonstrated record of meeting budget and schedule.
  - Financial strength and stability of the firm; strength, stability, experience and technical competence of subcontractors.
- Staffing and Project Organization (30 Points)
  - Qualifications of project team, including the team's relevant past experience in projects of a similar nature.
  - Key personnel's level of involvement in performing related work.
- Work Approach and Cost Effectiveness (40 Points)
  - Depth of how Proposer understands the Project.
  - Thoughtfulness of approach and clear understanding of what is required to develop a Regional Food Recovery Program.
  - Identification of issues/problems likely to be encountered and solutions.
  - Innovative approaches/enhancements to similar projects.
  - The overall cost of the proposal.
  - The cost effectiveness compared to the proposed quality of work and cost efficiencies presented to the SGVCOG.

**SECTION III: SUBMITTAL REQUIREMENTS**

**Proposal Format and Content**

- Format
  - Proposals should be printed with a standard font type no less than 11-point in size, single-space and on 8 1/2" x 11" size paper, no less than 1/2-inch margins. Charts and schedules may be included in 11" x 17" format. Graphics font shall be a minimum of 10 point. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed twenty-five (25) pages in length, excluding the cover letter, table of contents, appendices, resumes, or required forms.
  - Hard section break is not required. However, excess pages will not be read and included in the scoring.

- Cover Letter
  - Cover letter shall be limited to two (2) pages maximum and shall be addressed to Carlos Garcia, Contracts Manager, and at a minimum, must contain the following:
    - Identification of person that has authority to negotiate with SGVCOG and to execute on behalf of the Proposer any agreement that may result from such negotiations. Identification shall include SBE status, legal name of company, corporate address and telephone number. Include name, title, address, telephone number and email address of the individual who will be responsible for any negotiations with SGVCOG and any contact person for the Proposer during the period of proposal evaluation.
    - Acknowledgement that the Proposer is obligated by any and all RFP addenda.
    - A statement to the effect that the proposal submitted shall remain valid for a period of not less than one hundred eighty (180) days from the date of submittal.
    - A statement to the effect that the Proposer is committed to meeting or exceeding the established SBE goal.
    - A statement acknowledging acceptance of the terms and conditions contained in Appendix A – Sample Services Agreement or stating objections to specific parts of Appendix A.
    - Signature of a person authorized to bind The Proposer to the terms of the RFP.
    - A signed statement attesting that all information submitted with the proposal is true and correct.
- Technical Proposal
  - Qualifications, Related Experience, and References of the Proposer
    - This section should explain the ability of Proposer to satisfactorily perform the required work as a result of experience in performing work of a similar nature to that identified in the RFP; demonstrated knowledge of the San Gabriel Valley; familiarity with the SB 1383 regulations; and staffing capability and proven record of meeting schedules on similar type projects. In this section, the Proposer should:
      - Provide a profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
      - Provide a detailed description of the firm's financial condition, including any bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures; or impending mergers and acquisitions.
      - Describe the firm's experience in performing similar projects.

- Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who are most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience.
- Proposed Staffing and Project Organization
  - This section of the Proposal should establish the method that will be used by the Proposer to organize and provide the services and manage the project. In addition, this section should also identify key personnel to be assigned and their qualifications and experience, availability, and current workload. Proposer should:
    - Provide education, experience, and applicable professional credentials of project staff.
    - Include brief resumes with relevant experience (not more than two [2] pages each) for key staff.
    - Identify key personnel proposed to perform the work in the specified tasks. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the Proposer.
    - Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants. The organization chart must include the name, title and Proposer affiliation for all persons listed.
    - Include a statement that key personnel will be available to the extent proposed for the duration of the services and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of SGVCOG.
- Proposed Work Plan
  - Proposer shall provide a unique and creative narrative that addresses the Scope of Work for this Project and demonstrates that the Proposer understands the San Gabriel Valley Regional Food Recovery Program's objectives.
  - Additionally, the Proposer's Work Plan shall outline the specific activities that would be undertaken in completing the Scope of Work and specify who in the firm would perform them, identify methods that Proposer will use to ensure quality control as well as budget and schedule control for the project, and identify any special issues or problems that are likely to be encountered in a project of this type and how the Proposer would propose to address them.



- The Proposer is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate for the objectives.

**Proposal Forms (Refer to Appendix B)**

This section shall include the Forms contained in Appendix B to this RFP. Consultant shall completely fill out and sign, where applicable, the forms contained therein. If a form is not applicable, Proposer shall submit the form, clearly marked as “Not Applicable”. The forms shall not be counted towards the proposal page limit. These forms should be submitted with the Proposal.

**Cost and Price Proposal (Refer to Appendix C)**

Proposer are asked to submit a cost proposal and can be located on PlanetBids in Excel format. Please complete this document according to the instructions contained therein. Should Proposers have any questions on this document, we request that Proposers utilize the Q&A function of this RFP to address any questions or discrepancies. The SGVCOG may make modifications to this Appendix at its sole discretion.

# **Regular City Council Meeting**

Emailed Public Comment

November 3, 2021

**From:** [Chris Bray](#)  
**To:** [City Council Public Comment](#)  
**Cc:** [Diana Mahmud](#); [Michael Cacciotti](#); [Jon Primuth](#); [Jack Donovan](#); [Evelyn Zneimer](#); [Armine Chaparyan](#); [Andrew Jared](#); [Ben Tansey](#); [Steven Lawrence](#)  
**Subject:** Public Comment, Agenda Item #8, Nov. 3  
**Date:** Friday, October 29, 2021 1:12:34 PM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Councilmembers,

From the staff report for Agenda Item #8, "Direction to Forgo Collection of Utility User Tax Underpayment":

"In 2020, the City discovered that SCE had been deliberately calculating the UUT on rate-payers electricity bills to the City's detriment and to the advantage of SCE's customers...As the 'service provider,' SCE is responsible under the UUT to timely and fully collect the tax from its customers within the city and promptly remit what it collects."

Yet again, 97% of electric power customers in South Pasadena are not "SCE's customers," and SCE is not the "service provider" for those customers. Our electric power utility is the Clean Power Alliance, electric power customers are customers of the Clean Power Alliance, and SCE conducts billing services on behalf of the Clean Power Alliance for electricity provided by the Clean Power Alliance to its South Pasadena customers.

Yet again, the Clean Power Alliance exists when it wants to, and hides behind SCE when it wants to. It is *extraordinary* that the words "Clean Power Alliance" do not appear in this staff report, and the role of the Clean Power Alliance -- **our local electric power utility** -- has not been considered in an analysis that includes a discussion of future billing practices *for electricity sold by the Clean Power Alliance*. In the case of most electric power accounts in South Pasadena, SCE is billing on behalf of the Clean Power Alliance for electricity sold to *the customers of the Clean Power Alliance*.

The staff report, as written, is dishonest, manipulative, unethical, and generally pretty stupid. I recommend you withdraw it and start over. Here's a song for you about the Clean Power Alliance:

<https://youtu.be/Igs5UGskGTc>

Chris Bray  
South Pasadena / Brigadoon Resident

**From:** [Chris Bray](#)  
**To:** [City Council Public Comment](#)  
**Cc:** [Armine Chaparyan](#)  
**Subject:** public comment, agenda item #13, nov. 3 open session  
**Date:** Tuesday, November 2, 2021 7:38:07 PM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

("ADOPTION OF A RESOLUTION CONTINUING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE OUTBREAK OF COVID-19")

Councilmembers,

I object to the automatic and unthinking adoption, month after month, of a continuing emergency declaration. The City of South Pasadena has now operated in a state of emergency for nineteen months. How are you defining the term "emergency," and by what specific criteria will you end a state of emergency that has gone on for roughly triple the length of the average celebrity marriage?

As an example of how completely no one is actually thinking about this topic, the language of the declaration on your November 3 agenda authorizes "remote teleconference meetings of the legislative bodies of the city," and you're taking a vote to authorize legislative teleconference sessions while safely sitting in the room together around the dais with some fairly modest mitigation measures. You're rubberstamping the continuing authorization of things you're no longer doing, that you no longer need to do, and that you haven't done for several months.

**Discuss this: How does this state of emergency *end*? What *goals* are you declaring with this declaration?**

Stop endlessly re-declaring a state of emergency without explaining what you intend it to mean. Start searching for normal, or we'll never find it again.

Chris Bray  
South Pasadena resident



## City of South Pasadena Public Works

# Memo

**Date:** November 3, 2021

**To:** The Honorable City Council

**Via:** Arminé Chaparyan, City Manager

**From:** H. Ted Gerber, Acting Public Works Director

**Re:** November 3, 2021 City Council Meeting Item No. 15 Additional Document – First Reading and Introduction of an Ordinance, Amending Chapter 16 (Garbage and Waste) and Chapter 2 (Administration) of the South Pasadena Municipal Code to Implement a Mandatory Organics Waste Disposal Reduction Ordinance as required by SB 1383 and CalRecycle

---

Please see attached revised ordinance amending Chapter 16 (Garbage and Waste) and Chapter 2 (Administration). The changes will be explained during the City Council meeting presentation.

**ATTACHMENT**

Redlined Ordinance Amending Chapter 16 (Garbage and Waste)  
and Chapter 2 (Administration)

**CITY OF SOUTH PASADENA  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
AMENDING SOUTH PASADENA MUNICIPAL CODE SECTION 16.1  
("DEFINITIONS"), SECTION 16.3 ("ILLEGAL ACCUMULATIONS"),  
SECTION 16.5 ("COLLECTION AND REMOVAL GENERALLY"), SECTION  
16.13 ("TRANSPORTATION ALONG STREETS"), SECTION 16.14 ("PILING  
OF BRUSH, TREE, ETC., TRIMMINGS AND STUMPS"), SECTION 16.17  
("GENERALLY"), SECTION 16.18 ("LOCATION"), SECTION 16.19  
("UNAUTHORIZED REMOVAL OR INTERFERENCE WITH"), AND  
SECTION 16.22 ("COVERING OF GARBAGE RECEPTACLES; WRAPPING  
GARBAGE") OF CHAPTER 16 ("GARBAGE AND WASTE") RELATING  
TO MANDATORY ORGANIC WASTE DISPOSAL  
AND ADDING A NEW ARTICLE V (ORGANIC WASTE DISPOSAL) TO  
CHAPTER 16 ("GARBAGE AND WASTE") CONSISTENT WITH THE  
STATE'S MODEL MANDATORY ORGANIC WASTE DISPOSAL  
REDUCTION ORDINANCE  
AND ADDING A NEW SECTION 2.99-29C ("RECOVERED ORGANIC  
WASTE PRODUCT AND RECYCLED-CONTENT PAPER PROCUREMENT  
REQUIREMENTS") OF CHAPTER 2 ("ADMINISTRATION") OF THE  
SOUTH PASADENA MUNICIPAL CODE RELATING TO RECYCLED AND  
ORGANIC WASTE PROCUREMENT

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires cities to implement a Mandatory Commercial Recycling program; and

WHEREAS, State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a Mandatory Commercial Organics Recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption

WHEREAS, the adopted South Pasadena Green Action Plan (2019) and Climate Action Plan (2020) include action to implement and enforce SB 1383 organics and recycling requirement to reduce landfilled organics waste emissions 50% by 2022 and 75% by 2025, reduce residential and commercial waste sent to landfills by 50% by 2030 and 100% by 2045, and increase organics diversion from landfills.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

**SECTION 1.** Section 16.1 (“Definitions”) of Chapter 16 ("Garbage and Waste") of the South Pasadena Municipal Code is amended to read as follows:

**16.1 Definitions.**

The following words and phrases, wherever used in this chapter, shall be construed as follows:

(a) “Black/Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Black/Gray Container Waste.

(b) “Black/Gray Container Waste” means Solid Waste that is collected in a Black/Gray Container that is part of a two-container or three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Black/Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).



(c) “Blue Container” has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

(d) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on cities (and others).

(e) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

(f) RESERVED

(g) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

(h) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 16.1(tt) and 16.1(uuu) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(i) “Compliance Review” means a review of records by the City or its Designee to determine compliance with this ordinance.

(j) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

(k) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

(l) RESERVED

(m) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

(n) “Contractor”; ~~The word “contractor”~~ shall be construed to mean the person to whom the city council shall have awarded a contract, or shall have been otherwise authorized to receive, collect, carry, haul, transport and dispose of any and all garbage and waste matter within the city.

(o) “C&D” means construction and demolition debris.

(p) “Designee” means an entity that a City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a contractor, a private entity, or a combination of those entities.

(q) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

(r) “Enforcement Action” means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(s) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City’s, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

(t) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(u) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

(v) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(w) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the

public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

(x) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(y) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

(z) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

(aa) “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

(bb) “Food Waste” means Food Scraps, Food-Soiled Paper, and 100% fiber-based compostable dinnerware.

(cc) “Garbage.” ~~The word “garbage”~~ shall include and mean household refuse and leavings, offal, swill and any accumulation of animal and vegetable and other matter that attends the preparation, consumption, decay or dealing in or storage of meat, fish, fowl, birds, fruits and vegetables, **except where such matter is defined as Food Waste or Organic Waste by this section.** “Garbage” does not include waste matter as defined in this section. Animal carcasses shall not be included in this definition and shall not be deposited in any garbage receptacle, except carcasses of animals eaten on the premises.

(dd) “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

(ee) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(ff) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

(gg) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

(hh) “Inspection” means a site visit where the City or its Designee reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

(ii) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

(jj) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

(kk) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(ll) “Mixed Refuse/Recyclable Waste Stream” or “Mixed Refuse/Recyclable Waste” means Solid Waste that is collected in a Black/Gray Container that is part of a two-container Organic Waste collection service that includes Black/Gray Container Waste, Source Separated Recyclable Materials, or Source Separated Blue Container Organic Waste which are separated at a centralized facility

(mm) “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5).

(nn) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

**(oo) RESERVED**

**(pp) RESERVED**

(qq) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

(rr) “Non-Local Entity” means the following entities that are not subject to the City’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42), including special districts located within the boundaries of the City, including: South Pasadena Unified School District.

(ss) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

(tt) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

(uu) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(vv) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(ww) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(xx) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(yy) “Prohibited Container Contaminants”

(1) Where a three-container collection service has been implemented consisting of a Black/Gray Container, a Green Container, and a Blue Container, “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Black/Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

(2) Where a two-container collection service has been implemented for Source Separated Green Container Organic Waste and Mixed Refuse/Recyclable Waste, “Prohibited Container Contaminants” means the following: (i) discarded materials placed in a Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (ii) discarded materials placed in the Black/Gray Container that are identified as acceptable Source Separated Green Container Organic Waste, which are to be separately collected in City’s Green Container; and, (iii) Excluded Waste placed in any container.

(zz) “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

(aaa) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(bbb) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(ccc) “Regional Agency” means regional agency as defined in Public Resources Code Section 40181.

(ddd) “Regional or County Agency Enforcement Official” means a regional or county agency enforcement official, designated by the City with responsibility for enforcing the ordinance in conjunction or consultation with the City Manager or their Designee.

(eee) “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices mounted on the contractor’s, the City’s, or the City’s designee’s vehicles or carried by contractor, City, or the City’s designee to visualize the contents of Blue Containers, Green Containers, and/or Black/Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

**(fff) RESERVED**

(ggg) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(hhh) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

(iii) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(jjj) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(kkk) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(lll) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

(mmm) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded



solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

(2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

(3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(nnn) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Black/Gray Container Waste or other Solid Waste for the purposes of collection and processing.

(ooo) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

(ppp) "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

(qqq) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

(rrr) "State" means the State of California.

(sss) "Street". ~~The word "street"~~ shall include all streets, highways, avenues, lanes, alleys, courts, places, squares, and other public ways in the city.

(ttt) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or



nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(uuu) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(vvv) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(www) **RESERVED**

(xxx) “Waste matter”. ~~The term “waste matter~~ shall include newspapers, magazines, books, clothes, shoes, hats, trimmings from lawns, trees, shrubs and flower gardens, pasteboard boxes, rags, paper, straw, sawdust, packing material shavings, wooden boxes, bottles, cans, jars,

crockery, any receptacle designed to contain food, glass, broken brick, metal containers, plaster, stones, ashes, rubbish, refuse, and Food Waste and Organics Waste as defined in this section.

(yyy) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

**SECTION 2.** Section 16.3 ("Illegal accumulations") of Chapter 16 ("Garbage and Waste") of the South Pasadena Municipal Code is amended to read as follows:

### **16.3 Illegal accumulations.**

It shall be unlawful for any person owning or occupying any building, lot or premises in the city to allow garbage or waste matter to collect except in receptacles of the type specified in this chapter. This provision shall not apply to waste matter of building operations during the course of construction and within a reasonable time thereafter, or to wood neatly piled for kitchen or household use.

**SECTION 3.** Section 16.5 ("Collection and removal generally") of Chapter 16 ("Garbage and Waste") of the South Pasadena Municipal Code is amended to read as follows:

### **16.5 Collection and removal generally.**

The city reserves unto itself or its contractor the exclusive right to collect, transport and dispose of, or cause to be collected, transported and disposed of, all garbage and waste matter produced or found within the corporate limits of the city, and it is hereby declared to be unlawful for any person, except as in this chapter provided, to collect, transport or dispose of any garbage or waste matter produced or found within the city.

The collection, removal and disposal of all garbage and waste matter shall be performed exclusively by the city or its contractor under the supervision of the city manager; provided, however, that:

(1) ~~P~~persons engaging in the business of gardening or tree trimming or tree removal shall, within twenty-four hours from the completion of the job, be permitted to remove and dispose of the garden and tree trimmings which form the immediate by-product of their operations; ~~and provided further, that~~ or,

(2) ~~A~~any person is hereby permitted to collect, transport and dispose of building material residue resulting from structural work under a proper building permit issued by the city.

**SECTION 4.** Section 16.13 (“Transportation along streets”) and Section 16.14 (“Piling of brush, tree, etc., trimmings and stumps”) of Chapter 16 ("Garbage and Waste") of the South Pasadena Municipal Code is amended to read as follows:

**16.13 Transportation along streets.**

No person shall remove or transport, or cause to be removed or transported, any garbage or waste matter upon or along any public street or way or other public place in the city; provided, however, that the provisions of this section shall not apply to any person in the employ of the city who shall be assigned by the city manager to such removal, or to any person with whom the city has entered into a contract for the collection, removal or transportation or purchase of garbage or waste matter, or to any employee of such contractor during such time as such contract shall be in force, or to any person conveying through the city garbage or waste matter collected outside the city.

**16.14 Piling of brush, tree, etc., trimmings and stumps.**

Brush, tree and garden trimmings and stumps may be kept in a pile for collection. No item of the pile shall exceed four inches in diameter or three feet in length or weigh more than eighty pounds.

**SECTION 5.** Section 16.17 (“Generally”), Section 16.18 (“Location”), and Section 16.19 (“Unauthorized removal or interference with”) of Chapter 16 ("Garbage and Waste") of the South Pasadena Municipal Code is amended to read as follows:

**16.17 Generally.**

Every owner, tenant or occupant of any premises where garbage is created shall provide upon such premises one or more garbage receptacles, provided with outside handles and with tight-fitting covers, unless provided a receptacle or container by the City or its Designee for receiving and holding all garbage created upon such premises between the times of collection.. Receptacles provided by the City or its Designee shall have a capacity as determined by the City Manager or their Designee. No garbage receptacle shall be required where a garbage disposal has been installed on the premises under a permit obtained from the building department and approved by the city manager.

Every owner, tenant or occupant of any premises where waste matter is created shall provide, unless provided by the City or its Designee, one or more receptacles, each of a capacity of not more than forty-five gallons or which will weigh, when filled, not to exceed eighty pounds, for receiving and holding all waste matter created upon such premises between the times of collection.

All containers shall be maintained in good condition and repair. Any container which does not conform to the provisions of this article or which may have ragged or sharp edges, or any other defect liable to hamper or injure the person collecting the contents thereof, shall be promptly

replaced by the owner upon written notice mailed from the office of the city manager, unless the receptacle or container has been provided by the City, in which case the owner, tenant or occupant shall contact the City or its Designee to replace the receptacle.

#### **16.18 Location.**

All receptacles shall at all times be located in a readily accessible backyard location, or other location as designated by the City or its designee, and as close as possible to the driveway, street or walk available to the collector.

Containers should be located where a manperson can handle them easily and should at no time be more than 10 feet from collector's access path.

#### **16.19 Unauthorized removal or interference with.**

No person other than the owner thereof or any officer or employee of the city or the contractor, or other person authorized by the City shall move, remove or interfere with any garbage or waste matter receptacle or the contents thereof.

**SECTION 6.** Section 16.22 ("Covering of garbage receptacles; wrapping garbage") of Chapter 16 ("Garbage and Waste") of the South Pasadena Municipal Code is amended to read as follows:

#### **16.22 Covering of garbage receptacles; wrapping garbage.**

All garbage receptacles shall be kept tightly covered at all times, except when garbage is being deposited therein or removed therefrom, and the owner shall at no time allow access to the contents by flies, rats or other insects or animals. ~~All garbage placed therein shall first be wrapped in newspaper.~~

**SECTION 7.** The following new Article V (Organic Waste Disposal) is added to Chapter 16 ("Garbage and Waste") of the South Pasadena Municipal Code, which reads as follows:

### **ARTICLE V. ORGANIC WASTE DISPOSAL**

#### **16.50 Requirements for Single-Family Generators**

(a) Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 16.56 of this ordinance:

(1) Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described below. City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c), except where limited by Sections 16.5 and 16.13.

(2) Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

(A) Where a three-container collection service has been implemented consisting of a Black/Gray Container, a Green Container, and a Blue Container, Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Black/Gray Container Waste in the Black/Gray Container. Generators shall not place materials designated for the Black/Gray Container into the Green Container or Blue Container.

(B) Where a two-container collection service has been implemented for Source Separated Green Container Organic Waste and Mixed Refuse/Recyclable Waste, Generator shall place only Source Separated Green Container Organic Waste in a Green Container. Generator shall place all other materials (Mixed Refuse/Recyclable Waste) in a Black/Gray Container.

### **16.51 Requirements for Commercial Business**

(a) Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

(1) Subscribe to City's three-container or two-container collection services and comply with requirements of those services as described below, except Commercial Businesses that meet the Self-Hauler requirements in Section 16.56 of this ordinance. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

(2) Except Commercial Businesses that meet the Self-Hauler requirements in Section 12 of this ordinance, Participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

(A) Where a three-container collection service has been implemented consisting of a Black/Gray Container, a Green Container, and a Blue Container, Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Black/Gray Container. Generator shall not place materials designated for the Black/Gray Container into the Green Container or Blue Container.

(B) Where a two-container collection service has been implemented for Source Separated Green Container Organic Waste and Mixed Refuse/Recyclable Waste, Generator shall place all other materials (Mixed Refuse/Recyclable Waste) in a Black/Gray Container.

(c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 16.51(d)(1) and 16.51(d)(2) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, where applicable, Green Container, and Black/Gray Container collection service

(d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials, where applicable, in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

(1) A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

(e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 16.51(d) pursuant to 14 CCR Section 18984.9(b).

(f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Black/Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 16.56.

(g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, where applicable, Green Containers, and Black/Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

(h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials, where applicable.

(i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials, where applicable, separate from Black/Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

(j) Provide or arrange access for City or its agent to their properties during all Inspections conducted in accordance with Section 16.58 of this ordinance to confirm compliance with the requirements of this ordinance

(k) Accommodate and cooperate with City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section 16.51(b)(2). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, where applicable, Green Containers, and Black/Gray Containers.

(l) At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, where applicable, Green Containers, and Black/Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Black/Gray Containers subject to written notification to or approval by the City or its Designee.

(m) If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 16.56 of this ordinance.

(n) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c), except where limited by Sections 16.5 and 16.13.

(c) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 16.52.

## **16.52 Waivers for Generators**

(a) De Minimis Waivers. A City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below. Commercial Businesses requesting a de minimis waiver shall:

(1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted below.

(2) Provide documentation that either:

(A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

(B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

(3) Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

(4) Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

(b) Physical Space Waivers. City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 16.51.

A Commercial Business or property owner may request a physical space waiver through the following process:

(1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.



(2) Provide documentation that the premises lacks adequate space for Blue Containers, where applicable, and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer

(3) Provide written verification to City that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

### **16.53 Requirements for Commercial Edible Food Generators**

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

(2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:

(A) the collection of Edible Food for Food Recovery; or,

(B) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(6) No later than July 1 of each year commencing no later than July 1, 2022 for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes the information recorded as required in Section 16.53(c)(5) as well as the amount and type of Edible Food that was not accepted by Food Recovery Organizations or services for donation.

(d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

## **16.54 Requirements for Food Recovery Organizations and Services and Regional Agencies**

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

(d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1.

(e) Food Recovery Capacity Planning

(1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

## **16.55 Requirements for Haulers and Facility Operators**

(a) Requirements for Haulers

(1) Exclusive franchised hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

(A) Through written notice to the City annually on or before July 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Mixed Refuse/Recyclable Waste.

(B) Transport Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Mixed Refuse/Recyclable Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2

(C) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 16.57 of this ordinance, and City's C&D ordinance.

(2) Exclusive franchised hauler authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

(b) Requirements for Facility Operators and Community Composting Operations

(1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

(2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

**16.57 Compliance with CALGreen Recycling Requirements**

(a) Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as

amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to Chapter 9 for complete CALGreen requirements.

(b) For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

(1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the two-container or three-container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container or two-container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with City's C&D ordinance, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

## **16.58 Inspections and Investigations by City**

(a) City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 16.51(a)(2) of this

ordinance, City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 16.51(k) of this ordinance.

(b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for:

(1) access to an entity's premises;

(2) installation and operation of Remote Monitoring equipment; or

(3) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

(c) Any records obtained by a City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

(e) City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

## **16.59 Enforcement**

(a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City Manager or their Designee or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine, as governed by Chapter 1A of the City Code regarding Administrative Citations.

### (b) Process for Enforcement

(1) For incidences of Prohibited Container Contaminants found in containers, City or its Designee will issue a Notice of Violation and/or a notice of contamination to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within two (2) days after determining that a violation has occurred. If the City or its Designee observes Prohibited Container Contaminants in a generator's containers on more than two (2) consecutive occasion(s),

beginning January 1, 2024, the City or its Designee have the right to assess contamination processing fees or contamination service charges on the generator, per the current franchise hauler rate schedule. This contamination service charge shall not be considered an administrative fine or penalty. Any disputes arising from the assessment of a contamination service charge shall be adjudicated pursuant to the customer complaint resolution process provided under the terms of any contract, agreement, or similar contractual authorization between the hauler and the City to collect Organic Waste.

(2) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Chapter 1A (Administrative Citations) of the City's Municipal Code. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

#### (c) Penalty Amounts for Types of Violations

The penalty levels are as follows:

(1) For a first violation, the amount of the base penalty shall be \$100 per violation.

(2) For a second violation, the amount of the base penalty shall be \$200 per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

#### (d) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

#### (e) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.

**SECTION 8.** The following new Section (2.99-29C) is added to Chapter 2 Administration, Article XI Purchasing, which reads as follows:

**2.99-29C Recovered Organic Waste Product and Recycled-Content Paper procurement requirements.**

(a) City departments, and direct service providers to the City, as applicable, must comply with the City's Recovered Organic Waste Product procurement policy adopted on January 1, 2022 and Recycled-Content Paper procurement policy adopted on January 1, 2022.

**SECTION 9.** This ordinance shall take effect January 1, 2022, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of South Pasadena, State of California, on \_\_\_\_\_, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Diana Mahmud, Mayor

Attest:

\_\_\_\_\_  
City Clerk