



**CITY OF SOUTH PASADENA
CITY COUNCIL**

**A G E N D A
REGULAR MEETING
WEDNESDAY, NOVEMBER 3, 2021 AT 7:00 P.M.**

**CITY COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030**

South Pasadena City Council Statement of Civility

As your elected governing board, we will treat each other, members of the public, and city employees with patience, civility and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all city business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to AB 361 Government Code section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference. Pursuant to such Executive Order, the City Council may participate remotely and not be physically present in the City Council Chambers. Until further notice and as such Executive Orders remain in effect, the City Council may also allow public participation to continue via live public comment conducted over ZOOM.

The South Pasadena City Council Meeting for **November 3, 2021** will be conducted in-person from the Council Chambers, Amedee O. "Dick" Richards, Jr., located at 1424 Mission Street, South Pasadena.

Please be advised that pursuant to government code, and to ensure the health and safety of the public, staff, and City Council, as the Council Chambers will be open to the public for the meeting and members of the public may attend and/or participate in the in-person meeting, all are kindly reminded to follow Los Angeles County Public Health and CDC regulations and guidelines that are in place and may be posted. The In-person Hybrid meeting will be conducted live in the City Council Chambers.

The Meeting will be available

- In Person Hybrid – City Council Chambers, 1424 Mission Street
- Live Broadcast via the website –
http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Webinar ID: 825 9999 2830**

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting via Zoom in one of the three methods below.

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82599992830> or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

For additional Zoom assistance with telephone audio, you may find your local number at:

<https://zoom.us/u/aiXV0TAW2>

CALL TO ORDER:	Mayor	Diana Mahmud
ROLL CALL:	Mayor	Diana Mahmud
	Mayor Pro Tem	Michael Cacciotti
	Councilmember	Jack Donovan
	Councilmember	Jon Primuth
	Councilmember	Evelyn G. Zneimer
PLEDGE OF ALLEGIANCE:	Councilmember	Evelyn G. Zneimer

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENT AND SUGGESTIONS

The City Council welcomes public input. If you would like to comment on an agenda item, members of the public may participate **by means of one of the following options:**

Option 1:

Participate in-person at the City Council Chambers.

Option 2:

Participants will be able to “raise their hand” using the Zoom icon during the meeting, and they will have their microphone un-muted during comment portions of the agenda to speak for up to 3 minutes per item. *(Note: For the purpose of best ensuring that all of the agenda items are considered at the Council Meeting, the Mayor may exercise the Chair’s discretion, subject to the approval of the majority of the City Council, to limit public comment(s) to less than 3 minutes on any given agenda item).*

Option 3:

Email public comment(s) to ccpubliccomment@southpasadenaca.gov.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded online for public viewing under Additional Documents. There is no word limit on emailed Public Comment(s). Please make sure to indicate:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the Council meeting.

NOTE: Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL

PRESENTATIONS - NONE**COMMUNICATIONS****3. COUNCILMEMBERS COMMUNICATIONS**

Time allotted per Councilmember is 3 minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.

4. CITY MANAGER COMMUNICATIONS**5. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA****CONSENT CALENDAR****OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless a public comment has been received or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

6. APPROVAL OF GENERAL CITY WARRANTS IN THE AMOUNT OF \$634,899.98; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$29,870.33; TRANSFERS IN THE AMOUNT OF \$38,889.40; PAYROLL IN THE AMOUNT OF \$579,890.36.**Recommendation**

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

7. PRESENTATION OF CITY COUNCIL MEETING MINUTES**Recommendation**

It is recommended that the City Council approve the minutes as listed on the agenda and as presented.

8. DIRECTION TO FOREGO COLLECTION OF USER UTILITY TAX UNDERPAYMENT IN ARCADIA, ET AL. V. SOUTHERN CALIFORNIA EDISON CORP.**Recommendation**

It is the recommendation of the Office of the City Attorney that the City Council take action to refrain from collecting past-due Utility Users Taxes (UUT) previously under-collected by Southern California Edison (SCE) in connection with the case titled Arcadia, et al. v. Southern California Edison Corp., and instead focus on ensuring that SCE accurately collects the correct amount of UUT going forward.

CONSENT CALENDAR - CONTINUED**9. AMENDING THE HOLIDAY SCHEDULE FOR THE PUBLIC SERVICE EMPLOYEE ASSOCIATION – FULL TIME UNIT AND THE UNREPRESENTED MANAGEMENT UNIT****RESOLUTION**

A RESOLUTION OF THE CITY OF SOUTH PASADENA AMENDING THE PUBLIC SERVICE EMPLOYEE ASSOCIATION – FULL TIME MEMORANDUM OF UNDERSTANDING FOR FISCAL YEARS 2019-2022 TO CLARIFY LANGUAGE REGARDING THE THANKSGIVING HOLIDAY

RESOLUTION

A RESOLUTION OF THE CITY OF SOUTH PASADENA AMENDING UNREPRESENTED MANAGEMENT EMPLOYEE BENEFITS LISTING AND MANAGEMENT SALARY SCHEDULE NO. 7626 TO CLARIFY LANGUAGE REGARDING THE THANKSGIVING HOLIDAY

Recommendation

It is recommended that the City Council:

1. Approve the attached Side letter to the 2019-2022 Memorandum of Understanding Between the City of South Pasadena And the Public Service Employees' Association – Full Time Unit
2. Approve the attached Resolution of the City of South Pasadena Amending the Memorandum of Understanding between the City and the Public Service Employee Association – Full Time Unit to amend the Holiday Schedule
3. Approve the attached Resolution of the City of South Pasadena Amending the Resolution Approving Unrepresented Management Employee Benefits to amend the Holiday Schedule.

10. 2021-2029 HOUSING ELEMENT: RECOMMENDED STRATEGY AND SCHEDULE CHANGE IN RESPONSE TO THE PASSAGE OF AB1398**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.

11. APPROPRIATION OF FUNDS FOR ARCHITECTURAL SERVICES**Recommendation**

It is recommended that the City Council appropriate \$40,000 for payment to Architectural Resources Group (ARG) for the development of design standards and guidelines for Accessory Dwelling Units (ADUs) on historic properties.

CONSENT CALENDAR - CONTINUED**12. AUTHORIZATION TO ACCEPT GRANT AWARD IN THE AMOUNT OF \$50,000 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM****Recommendation**

It is recommended that the City Council:

1. Authorize the City Manager or designee to accept a grant award in the amount of \$50,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program into Revenue Account 101-0000-0000-5073-001;
2. Appropriate \$49,900 into 101-4010-4011-7050-000 Overtime – DUI Checkpoint and \$3,500 into 101-4010-4011-8022 OTS Grant Expenses.
3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

13. 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, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY**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, authorizing the City Manager to take all necessary actions as the Director of Emergency Services, and authorizing remote teleconference meetings of the legislative bodies of the City

14. RECOMMENDATION TO JOIN THE SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY PROGRAM**Recommendation**

It is recommended that the City Council:

1. Approve participation in the Regional Food Recovery Program led by the San Gabriel Valley Council of Governments (SGVCOG) to comply with the edible food recovery component of Senate Bill 1383.
2. Appropriate \$60,705 in General Fund Undesignated Reserves to Public Works Environmental Services Account Number 101-6010-6015-8020-000 (Special Department Expense) to fund South Pasadena's portion of the SGVCOG agreement.

PUBLIC HEARING

- 15. 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**

ORDINANCE

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

Recommendation

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an ordinance to amend Chapter 16 and Chapter 2 of the South Pasadena Municipal Code (SPMC) to implement a Mandatory Organic Waste Disposal Reduction Ordinance as required by SB 1383 and CalRecycle, within the City of South Pasadena.

ACTION / DISCUSSION - NONE

INFORMATION REPORTS - NONE

ADJOURNMENT

FOR YOUR INFORMATION**FUTURE CITY COUNCIL MEETINGS**

November 17, 2021	Regular City Council Meeting Council Chamber	7:00 p.m.
December 01, 2021	Regular City Council Meeting Council Chamber	7:00 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public inspection on the City's website: <https://www.southpasadenaca.gov/government/city-council-meetings/2021-council-meetings>.

Regular meetings are live streamed via the internet at:

http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

If you wish to receive an agenda email notification please contact the City Clerk's Division via email at CityClerk@southpasadenaca.gov or call (626) 403-7230.

ACCOMMODATIONS

The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or CityClerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **November 3, 2021**, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's, website as required by law, on the date listed below.*

10/28/2021

Christina Muñoz

Date

Christina Muñoz, Acting Deputy City Clerk



City Council Agenda Report

ITEM NO. 6

DATE: November 3, 2021

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Kenneth L. Louie, Interim Finance Director *KL*

SUBJECT: **Approval of General City Warrants in the Amount of \$634,899.98; Supplemental ACH Payments in the Amount of \$29,870.33; Transfers in the Amount of \$38,889.40; Payroll in the Amount of \$579,890.36.**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:			
Warrant #	\$		0
ACH	\$		0
Voids	\$		0
General City Warrants:			
Warrant # 313342-313418	\$	276,811.98	
ACH	\$	358,088.00	
Voids	\$	0	
Payroll Period Ending 10/01/2021	\$	4,090.39	
Payroll Period Ending 10/10/2021	\$	575,799.97	
Wire Transfers Out – To (LAIF)	\$	0	
Wire Transfers In – From (LAIF)	\$	0	
Wire Transfers (RSA)	\$	0	
Wire Transfers Out – To (Acct # 2413)	\$	38,889.40	
Wire Transfers Out – To (Acct # 1936)	\$	0	
Supplemental ACH Payment	\$	29,870.33	
RSA:			
Prepaid Warrants	\$	0	
General City Warrants	\$	0	
Total	\$	1,283,550.07	

Approval of Warrants
November 3, 2021
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

1. Warrant Summary
2. General City Warrant List
3. Supplemental ACH Payments
4. Payroll

ATTACHMENT 1
Warrant Summary

**City of South Pasadena
Demand/Warrant Register
Recap by fund**

Date 11.03.2021

Fund No.	Amounts	
	Prepaid	Written
101	-	413,612.59
103	-	-
104	-	-
105	-	-
107	-	-
205	-	159.00
207	-	1,295.00
208	-	-
210	-	214.55
211	-	-
215	-	4,688.29
217	-	-
218	-	-
220	-	-
223	-	-
226	-	-
228	-	-
230	-	6,249.54
232	-	-
233	-	-
236	-	-
237	-	-
238	-	-
239	-	-
241	-	-
242	-	-
245	-	-
248	-	-
249	-	8,450.00
255	-	-
260	-	6,104.20
270	-	-
272	-	-
274	-	-
275	-	-
277	-	-
295	-	11,400.00
310	-	-
500	-	182,726.81
503	-	-
505	-	-
506	-	-
510	-	-
550	-	-
700	-	-
Column Totals:	-	634,899.98

Fund No.	Amounts	
	Prepaid	Written
227	-	-
RSA Report Totals:	-	-
City Report Totals:		634,899.98

Payroll Period Ending 10/01/2021	4,090.39
Payroll Period Ending 10/10/2021	575,799.97
Wire Transfer Out - To LAIF	
Wire Transfer In - From LAIF	
Wire Transfer - RSA	
Wire Transfer Out - To Acct. # 2413	38,889.40
Wire Transfer Out - To Acct. # 1936	
Supplemental ACH Payments	29,870.33
Voids - Prepaid	
Voids - General Warrant	
Grand Report Total:	1,283,550.07

Diana Mahmud, Mayor

Kenneth L. Louie, Interim Finance Director

City Clerk

ATTACHMENT 2
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 10/28/2021 12:15 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AIS0107	Alliant Insurance Svcs, Inc.	11/03/2021	
	MKLV7PBC000569	Special Events Reporting: 07/01/2021-09/30/2021		101.15
	MKLV7PBC000569	Special Events Reporting: 07/01/2021-09/30/2021		-101.15
	MKLV7PBC000569	Special Events Reporting: 07/01/2021-09/30/2021		101.15
Total for this ACH Check for Vendor AIS0107:				101.15
ACH	AMPM5011 41623-47032 49607	AM/PM Door, Inc. CNG Station Gate Repair on Stoney Drive Service Maintenance Provider for Library Door	11/03/2021	
				247.50
				354.12
Total for this ACH Check for Vendor AMPM5011:				601.62
ACH	ATGC8530 95130	Acorn Technology Services September 2021 IT Services	11/03/2021	
Total for this ACH Check for Vendor ATGC8530:				24,760.00
ACH	BLSP8010 1246842	Blackstone Publishing Books/DVDs/CDs	11/03/2021	
Total for this ACH Check for Vendor BLSP8010:				725.78
ACH	CONN6711 06002484	Conney Safety Earplugs - Safety Gear for Ear Protection	11/03/2021	
Total for this ACH Check for Vendor CONN6711:				220.37
ACH	CRSR2010 DN 1313339 DN 1316041 DN 1317141 DN 1320531 DN 1324309 DN 1325726 DN 1328263 DN 1332104	Corodata Shredding Inc. Corodata Shredding Services - April 2021 Corodata Container Rental Fee - April 2021 Corodata Shredding Services - May 2021 Corodata Shredding Services - June 2021 Corodata Shredding Services - July 2021 Corodata Container Rental Fee- July 2021 Corodata Shredding Services - August 2021 Corodata Shredding Services - September 2021	11/03/2021	
Total for this ACH Check for Vendor CRSR2010:				88.61
				10.00
				34.87
				98.61
				15.37
				30.00
				114.11
				83.24
Total for this ACH Check for Vendor CRSR2010:				474.81
ACH	CSAC2012 22000859	PRISM (Formerly CSAC EIA) Employee Assistance Program: October to December 2021	11/03/2021	
Total for this ACH Check for Vendor CSAC2012:				1,324.62
ACH	DDL8010 2423	Dr. Detail Ph.D Fleet Cleaninig of Dial-a-Ride Vehicles	11/03/2021	
Total for this ACH Check for Vendor DDL8010:				995.00
ACH	GOVE2013	Governmentjobs.com, Inc. DBA NEOGOV	11/03/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	INV-20683	Annual Subscription: Neogov Insight & Peform (07/01/21-06/30/22)		9,502.13
	INV-20713	Annual Subscription: Governmentjobs.com (07/12/2021-07/11/2022)		1,089.00
Total for this ACH Check for Vendor GOVE2013:				10,591.13
ACH	JHMS8020	JHM Supply	11/03/2021	
	270839/1	Irrigation Supplies for Medians and Library Park		160.83
	270846/1	Safety Glasses for Parks Division		22.05
Total for this ACH Check for Vendor JHMS8020:				182.88
ACH	LDCR6410	LandCare USA LLC	11/03/2021	
	419360	Nature Trail Cleanup: Weed Abatement & Cleanup		11,400.00
Total for this ACH Check for Vendor LDCR6410:				11,400.00
ACH	MNBL8170	Crestline Software, LLC dba MuniBilling	11/03/2021	
	13823	Absorb Charges - September 2021		9,899.83
	13823	Water Billing Services - October 2021		24,678.15
	13823	Lock Box - September 2021		794.75
	13923	Postage - 08/30/2021-09/28/2021		2,393.50
Total for this ACH Check for Vendor MNBL8170:				37,766.23
ACH	ORI2659	Oriental Trading Co., Inc.	11/03/2021	
	711955500-01	Supplies for 2021 Halloween Spooktacular		486.10
Total for this ACH Check for Vendor ORI2659:				486.10
ACH	OVDR8011	OverDrive Inc.	11/03/2021	
	01148CO21383039	eBooks / Audiobooks		637.00
	01148CO21383063	eBooks / Audiobooks		133.93
	01148CO21412457	eBooks / Audiobooks		255.98
	01148CO21412459	eBooks / Audiobooks		2,086.69
Total for this ACH Check for Vendor OVDR8011:				3,113.60
ACH	POS5265	Post Alarm Systems	11/03/2021	
	1416997	Alarmy System for Orange Grove Rec. Building		51.74
	1416997	Alarmy System for WMB - November 2021		51.74
Total for this ACH Check for Vendor POS5265:				103.48
ACH	POSU8132	Prudential Overall Supply	11/03/2021	
	52511369	Scrapper Mat Cleaning Services Street Trees 09/14/2021		3.87
	52511369	Scrapper Mat Cleaning Services Street Lighting 09/14/2021		3.87
	52511369	Scrapper Mat Cleaning Services Sewer Division 09/14/2021		3.87
	52511369	Scrapper Mat Cleaning Services Facilities Maint. 09/14/2021		3.87
	52511369	Scrapper Mat Cleaning Services Street Division 09/14/2021		3.87
	52511370	Uniform Cleaning Services Street Tree Maint. - 09/14/2021		9.65
	52511370	Uniform Cleaning Services Street Maintenance - 09/14/2021		28.57
	52511370	Uniform Cleaning Services Facility Division - 09/14/2021		14.38
	52511370	Uniform Cleaning Services Sewer Division - 09/14/2021		9.65
	52511370	Uniform Cleaning Services Street Lighting - 09/14/2021		11.45
	52511371	Uniform Cleaning Services Water Production 09/14/2021		26.55
	52511371	Uniform Cleaning Services Water Distribution 09/14/2021		34.69
	52511372	Scrapper Mat Cleaning Services Water Production 09/14/2021		6.24
	52511372	Scrapper Mat Cleaning Services Water Distribution 09/14/2021		6.23
	52513411	Scrapper Mat Cleaning Services Street Division 09/21/2021		3.87
	52513411	Scrapper Mat Cleaning Services Street Trees - 09/21/2021		3.87
	52513411	Scrapper Mat Cleaning Services Street Lighting - 09/21/2021		3.87
	52513411	Scrapper Mat Cleaning Services Sewer Division - 09/21/2021		3.87

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
52513411		Scrapper Mat Cleaning Services Facilities Maint.	09/21/2021	3.87
52513412		Uniform Cleaning Services Street Lighting -	09/21/2021	11.45
52513412		Uniform Cleaning Services Facility Division -	09/21/2021	14.38
52513412		Uniform Cleaning Services Street Maintenance -	09/21/2021	28.57
52513412		Uniform Cleaning Services Sewer Division -	09/21/2021	9.65
52513412		Uniform Cleaning Services Street Tree Maint. -	09/21/2021	9.65
52513413		Uniform Cleaning Services Water Distribution	09/21/2021	34.69
52513413		Uniform Cleaning Services Water Production	09/21/2021	26.55
52513414		Scrapper Mat Cleaning Services Water Production	09/21/2021	6.24
52513414		Scrapper Mat Cleaning Services Water Distribution	09/21/2021	6.23
52515482		Scrapper Mat Cleaning Services Facilities Maint. -	09/28/2021	3.87
52515482		Scrapper Mat Cleaning Services Street Division -	09/28/2021	3.87
52515482		Scrapper Mat Cleaning Services Street Lighting -	09/28/2021	3.87
52515482		Scrapper Mat Cleaning Services Street Trees -	09/28/2021	3.87
52515482		Scrapper Mat Cleaning Services Sewer Division -	09/28/2021	3.87
52515483		Uniform Cleaning Services Street Maintenance -	09/28/2021	28.57
52515483		Uniform Cleaning Services Facility Division -	09/28/2021	14.38
52515483		Uniform Cleaning Services Sewer Division -	09/28/2021	9.65
52515483		Uniform Cleaning Services Street Tree Maint. -	09/28/2021	9.65
52515483		Uniform Cleaning Services Street Lighting -	09/28/2021	11.45
52515484		Uniform Cleaning Services Water Distribution	09/28/2021	34.69
52515484		Uniform Cleaning Services Water Production	09/28/2021	26.55
52515485		Scrapper Mat Cleaning Services Water Distribution	09/28/2021	6.23
52515485		Scrapper Mat Cleaning Services Water Production	09/28/2021	6.24
52517536		Scrapper Mat Cleaning Services Facilities Maint. -	10/05/2021	3.87
52517536		Scrapper Mat Cleaning Services Street Trees -	10/05/2021	3.87
52517536		Scrapper Mat Cleaning Services Sewer Division -	10/05/2021	3.87
52517536		Scrapper Mat Cleaning Services Street Division -	10/05/2021	3.87
52517536		Scrapper Mat Cleaning Services Street Lighting -	10/05/2021	3.87
52517537		Uniform Cleaning Services Street Lighting -	10/05/2021	11.45
52517537		Uniform Cleaning Services Street Maintenance -	10/05/2021	28.57
52517537		Uniform Cleaning Services Sewer Division -	10/05/2021	9.65
52517537		Uniform Cleaning Services Facility Division -	10/05/2021	14.38
52517537		Uniform Cleaning Services Street Tree Maint. -	10/05/2021	9.65
52517538		Uniform Cleaning Services Water Production	10/05/2021	26.55
52517538		Uniform Cleaning Services Water Distribution	10/05/2021	34.69
52517539		Scrapper Mat Cleaning Services Water Distribution	10/05/2021	6.23
52517539		Scrapper Mat Cleaning Services Water Production	10/05/2021	6.24
52519601		Scrapper Mat Cleaning Services Street Lighting -	10/12/2021	3.87
52519601		Scrapper Mat Cleaning Services Street Trees -	10/12/2021	3.87
52519601		Scrapper Mat Cleaning Services Facilities Maint. -	10/12/2021	3.87
52519601		Scrapper Mat Cleaning Services Street Division -	10/12/2021	3.87
52519601		Scrapper Mat Cleaning Services Sewer Division -	10/12/2021	3.87
52519602		Uniform Cleaning Services Street Tree Maint. -	10/12/2021	9.65
52519602		Uniform Cleaning Services Sewer Division -	10/12/2021	9.65
52519602		Uniform Cleaning Services Street Maintenance -	10/12/2021	28.57
52519602		Uniform Cleaning Services Street Lighting -	10/12/2021	11.45
52519602		Uniform Cleaning Services Facility Division -	10/12/2021	14.38
52519603		Uniform Cleaning Services Water Distribution	10/12/2021	34.69
52519603		Uniform Cleaning Services Water Production	10/12/2021	26.55
52519604		Uniform Cleaning Services Water Distribution	10/12/2021	6.23
52519604		Uniform Cleaning Services Water Production	10/12/2021	6.24
Total for this ACH Check for Vendor POSU8132:				833.80
ACH	RED8995 989-1-49804	Red Wing Business Advantage Account Public Works Footware Voucher Program: Adam Herrera	11/03/2021	223.24
Total for this ACH Check for Vendor RED8995:				223.24

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	SHO7777 321543	Showcases DVD Cases & Cloth Interiors for CD Pages	11/03/2021	463.86
Total for this ACH Check for Vendor SHO7777:				463.86
ACH	SPBK INV-007290 TM INV-004576 TM INV-004587	Springbrook Holding Company LLC Employee Self Service Portal Licenses & Maintenance Re-Implementation of Payroll Services: 09/06/2021-10/03/2021 PO/AP Workflows Setup & FIN Refresher - 09/06/2021-10/03/2021	11/03/2021	8,000.00 895.00 1,192.50
Total for this ACH Check for Vendor SPBK:				10,087.50
ACH	STA5219 3486777330 3487438940 3487853703 3487853704 3488001970 3488001971 3488001972 3488001972 3488001972 3488001972 3488001972 3488001972 3488001972 3488001972 3488711210 3488711210 3488711211 3488711212 3488857775 3488857777 3488857778 3489278686 3489512975	Staples Business Advantage Planning & Building Department Supplies Public Works Supplies Public Works Supplies Public Works Supplies Library Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Public Works Supplies Police Department Supplies Police Department Supplies Police Department Supplies	11/03/2021	329.02 74.41 75.39 106.91 65.12 287.90 10.78 10.78 10.79 10.78 10.77 10.78 61.73 61.73 108.42 39.65 116.69 45.73 272.31 -272.31 919.13
Total for this ACH Check for Vendor STA5219:				2,356.51
ACH	TRA5998 20211107 20211108 20211266 20211267 20211510 20211511 20211838 20211839 20212182 20212183 20212569 20213051	Transtech Engineers, Inc. Planning & Building Divison: Planning Services Thu 02/28/21 Planning & Building Divison: Plan Check ServicesThru 02/28/2021 Planning & Building Divison: Planning Services Thru 03/31/2021 Planning & Building Divison: Plan Check ServicesThru 03/31/2021 Planning & Building Divison: Planning Services Thru 04/30/2021 Planning & Building Divison: Plan Check ServicesThru 04/30/2021 Planning & Building Divison: Planning Services Thru 05/31/2021 Planning & Building Divison: Plan Check ServicesThru 05/31/2021 Planning & Building: Plan Check & Building Services - 06/31/2021 Planning & Building: Plan Check & Building Services - 06/31/2021 Code Enforcement Services - 07/13/2021-08/31/2021 Code Enforcement Services - 09/01/2021-10/07/2021	11/03/2021	18,455.54 11,910.67 25,903.46 24,767.49 20,163.26 23,099.00 23,295.36 17,240.24 24,323.34 19,830.59 19,550.00 13,770.00
Total for this ACH Check for Vendor TRA5998:				242,308.95
ACH	UQMS8010 605923	Unique Management Svcs Inc. Library Recovery Services - September 2021	11/03/2021	26.85
Total for this ACH Check for Vendor UQMS8010:				26.85
ACH	VEWI8020 42525 42644	Vision Electric Wholesale Inc. Citywide Electrical Supplies Arroyo Park Restroom Light & Fan Sensor Replacement	11/03/2021	287.39 269.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor VEWI8020:				556.91
ACH	VUL6601	Vulcan Materials Company	11/03/2021	
	73026043	Street Division Supplies: Asphalt, Sand, Aggregate, Rock		2,094.27
	73053676	Street Division Supplies: Asphalt, Sand, Aggregate, Rock		2,118.71
	73070951	Street Division Supplies: Asphalt, Sand, Aggregate, Rock		1,091.48
	73077571	Crushed Aggregate, Sand, and Asphalt for Water Divison		812.93
	73077572	Crushed Aggregate, Sand, and Asphalt for Water Divison		1,050.71
Total for this ACH Check for Vendor VUL6601:				7,168.10
ACH	ZOLL8021	Zoll Medical Corporation	11/03/2021	
	3379694	Fire Dept. Medical Expense - Lifeband 3 Pack		1,215.51
Total for this ACH Check for Vendor ZOLL8021:				1,215.51
313342	AAEN8170	6th Generation, Inc.. DBA A & A Enterprise	11/03/2021	
	152375	Fire Detection System Testing - October 2021		310.00
	152377	Fire Detection System Testing - October 2021		310.00
Total for Check Number 313342:				620.00
313343	ACHG2013	A-Check Global	11/03/2021	
	59-0659110	Electronic Background Services		421.02
Total for Check Number 313343:				421.02
313344	ACTSGV3	Active San Gabriel Valley	11/03/2021	
	2021073	Slow Streets Outreach Program; July - September 2021		8,450.00
Total for Check Number 313344:				8,450.00
313345	ALC4018	Alco Target Company	11/03/2021	
	70351	Safety Glasses & Earplugs		93.71
Total for Check Number 313345:				93.71
313346	ALDS4011	Alderhorst International, LLC	11/03/2021	
	107275	Dialy K9 Boarding for Lisu - 09/24/2021-10/08/2021		390.00
Total for Check Number 313346:				390.00
313347	ALH0179	Alhambra Car Wash	11/03/2021	
	September 2021	Police Department Car Washes - September 2021		310.00
Total for Check Number 313347:				310.00
313348	ACMT2920	All City Management	11/03/2021	
	71736.57	Crossing Guard Services - 09/05/2021-09/18/2021		8,395.06
Total for Check Number 313348:				8,395.06
313349	AMDA6710	Jose L. Almeda	11/03/2021	
	09.20.2021	2021 Mileage Reimbursement for Call Out - 09/20/2021		22.40
	10.01.2021	2021 Mileage Reimbursement for Call Out - 10/01/2021		22.40
Total for Check Number 313349:				44.80
313350	ANT0243	Antrim's Security Co., Inc.	11/03/2021	
	58069	Basement Server Room Key Duplication		26.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 313350:				26.46
313351	EMPI5011	AramSCO, Inc. (Formerly Empire Cleaning S	11/03/2021	
	S4892744.001	Fire Dept- Apparatus Cleaning Supplies		1,425.09
	S4892744.002	Fire Dept- Apparatus Cleaning Supplies		50.84
	S4895225.001	Fire Dept- Apparatus Cleaning Supplies		164.07
Total for Check Number 313351:				1,640.00
313352	CIN4011	AT&T Mobility	11/03/2021	
	287288006612x09	Account # 287288006612 (08/03/2021-09/02/2021)		236.47
	287288006612x09	Account # 287288006612 (08/03/2021-09/02/2021)		669.52
	287288006612x09	Account # 287288006612 (08/03/2021-09/02/2021)		200.28
	287288006612x09	Account # 287288006612 (08/03/2021-09/02/2021)		61.76
Total for Check Number 313352:				1,168.03
313353	BRDE6710 42813	Luis Bardales Jr. Reimbursement for Water Certification for Luis Bardales	11/03/2021	
Total for Check Number 313353:				265.00
313354	SHBE8032 7610	Shuny Bee Online Class Instructor: Jeetkunedo (September 2021)	11/03/2021	
Total for Check Number 313354:				120.00
313355	BT4U8180 0921-3319	Better 4 You Meals Meals for Onsite and Home Delivery - September 2021	11/03/2021	
Total for Check Number 313355:				6,104.20
313356	BLUTGLD COM-21-2-IGS004	Blue to Gold, LLC Advanced Traffic Stops Course for Reserve Officer Chan	11/03/2021	
Total for Check Number 313356:				159.00
313357	CDTF3010 L0012202292	CA Dept. of Tax & Fee Administration Underground Storage Tank Tax and Fee for 2019 & 2020	11/03/2021	
Total for Check Number 313357:				845.88
313358	CAL5236 1913869 1916325	CA Linen Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services	11/03/2021	
Total for Check Number 313358:				210.27
313359	CAL6695 1015-2100215110	California American Water Water Connection Fee - July 22 - August 22 2021	11/03/2021	
Total for Check Number 313359:				27.34
313360	CAN0607 20539	Cantu Graphics 500 Business Cards for Dial-A-Ride Coupons	11/03/2021	
Total for Check Number 313360:				44.04
313361	CRSC2013 2974	Capital Research & Consulting LLC Management of 457 Deferred Compensation Pla	11/03/2021	
Total for Check Number 313361:				2,919.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313361:	2,919.71
313362	CHAG8032 7347	Emily Chang Class Instructor: Online Group Piano (September 2021)	11/03/2021	121.60
			Total for Check Number 313362:	121.60
313363	CHIILIA 117148	Julia Chi Refund cancelled class due to low enrollment	11/03/2021	110.00
			Total for Check Number 313363:	110.00
313364	JMCB6710 09.21.2021 10.09.2021 10.09.2021-2	Jose Manuel Cipres Bravo 2021 Mileage Reimbursement for Call Out - 09/21/2021 (6:30am) 2021 Mileage Reimbursement for Call Out - 10/09/2021 (8:00am) 2021 Mileage Reimbursement for Call Out - 10/09/2021 (1:30am)	11/03/2021	21.62 20.50 20.50
			Total for Check Number 313364:	62.62
313365	ALPD4010 SoPas-09/2021	City of Alhambra Police Department Inmate Housing - September 2021	11/03/2021	1,978.00
			Total for Check Number 313365:	1,978.00
313366	PAS4012 30015878	City of Pasadena Shared Cost for Signal & Lights at Columbia & Orange Grove	11/03/2021	1,423.03
			Total for Check Number 313366:	1,423.03
313367	CON9152 21-043 21-046	Control Automation Design Inc SCADA System Troubleshoot SCADA System Re-load & Reprogram of Radio	11/03/2021	660.00 495.00
			Total for Check Number 313367:	1,155.00
313368	ENT8216 1021EP30995	Entersect Entersect Online Police License - 1 User	11/03/2021	1,000.00
			Total for Check Number 313368:	1,000.00
313369	EXSF8020 00103038	Extreme Safety Equipment Maintenance- Fit Test	11/03/2021	200.00
			Total for Check Number 313369:	200.00
313370	FED1109 7-518-63662	FedEx Police Department - Package Shipment for Device Repair	11/03/2021	21.36
			Total for Check Number 313370:	21.36
313371	GAL7788 7403	Donna Gale Class Instructor: Online Master Chef for kids 09/16/21-10/07/21	11/03/2021	136.00
			Total for Check Number 313371:	136.00
313372	GALL5011 018817713 018995880 019019756 019300491 019417143	Galls, LLC Police Department Safety Clothing & Equipment Police Department Safety Clothing & Equipment Police Department Safety Clothing & Equipment Police Department Safety Clothing & Equipment Police Department Safety Clothing & Equipment	11/03/2021	17.91 353.93 10.94 68.28 10.94

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313372:	462.00
313373	GAR5011 141211 141211	Garvey Equipment Co Chainsaw Maintenance & Equipment Chainsaw Maintenance & Equipment	11/03/2021	122.42 29.00
			Total for Check Number 313373:	151.42
313374	THR5910 6199	George L.Throop Co. Concrete Meter Box Repair	11/03/2021	316.42
			Total for Check Number 313374:	316.42
313375	HAC6711 12603983 12607091	Hach Company Chlorine Analyzer Reagent Solutions Chlorine Analyzer Reagent Solutions	11/03/2021	156.33 474.60
			Total for Check Number 313375:	630.93
313376	CRHY8067 7468 7470	Corey Hartney Class Instructor: Basketball Fundamentals: 09/04/21-10/02/21 4PM Class Instructor: Basketball Fundamentals: 09/04/21-10/02/21 5PM	11/03/2021	65.00 130.00
			Total for Check Number 313376:	195.00
313377	ADHA6116 06.22.2021 07.16.2021	Adam Herrera 2021 Mileage Reimbursement for Call Out - 06/22/2021 2021 Mileage Reimbursement for Call Out - 07/16/2021	11/03/2021	22.85 22.85
			Total for Check Number 313377:	45.70
313378	HUHS6116 07.30.2021 07.30.2021-2 08.23.2021	Hugo Houston 2021 Mileage Reimbursement for Call Out - 07/30/2021 (7:33AM) 2021 Mileage Reimbursement for Call Out - 07/30/2021 (9:50AM) 2021 Mileage Reimbursement for Call Out - 08/23/2021 (4:26PM)	11/03/2021	9.41 9.41 9.41
			Total for Check Number 313378:	28.23
313379	JSAR4011 16909	Jack's Auto Repair Emergency Repair of Public Works Boom Truck	11/03/2021	923.48
			Total for Check Number 313379:	923.48
313380	KEY2011 0035791 0035791 0035791 0035872 0035872 0035872	Keyser Marston Associates Inc Density Bonus 815 Freemont (06/01/21-06/30/21) Density Bonus 815 Freemont (06/01/21-06/30/21) Density Bonus 815 Freemont (06/01/21-06/30/21) Density Bonus 815 Freemont (07/01/21-07/31/21) Density Bonus 815 Freemont (07/01/21-07/31/21) Density Bonus 815 Freemont (07/01/21-07/31/21)	11/03/2021	700.00 700.00 -700.00 280.00 280.00 -280.00
			Total for Check Number 313380:	980.00
313381	KRAV FTD7391	Krav Maga Worldwide, Inc. Krav Maga Law Enforcement Course for Offcra.	11/03/2021	1,300.00
			Total for Check Number 313381:	1,300.00
313382	LBBM4010 41619	Long Beach BMW Motorcycles Police Department BMW Motorcycle 6k Service & Brake Pad Change	11/03/2021	745.89

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313382:	745.89
313383	KVMC6710 09.20.2021	Kelvin Machado 2021 Mileage Reimbursement for Call Out - 09/20/2021	11/03/2021	17.70
			Total for Check Number 313383:	17.70
313384	TRA2010 21098.02	Norman A. Traub Associates Investigative Services	11/03/2021	10,123.85
			Total for Check Number 313384:	10,123.85
313385	OLNP8010 73232 73233 73234 73479	Outlook Newspaper Public Notice: 1818 Peterson Avenue Public Notice: ZCA-Commercial District Land Use Public Notice: ADU Design Standards Public Notice for Found Property 21-0778 (09/24/2021-10/01/2021)	11/03/2021	744.00 816.00 456.00 156.00
			Total for Check Number 313385:	2,172.00
313386	PMHE6116 63020671 63020672	Pape Material Handling Exchange Quarterly Maintenance for Service Yard Forklift& Tractor Quarterly Maintenance for Service Yard Forklift& Tractor	11/03/2021	171.14 349.32
			Total for Check Number 313386:	520.46
313387	PSLSV802 815	Pasadena Live Scan Service Live Scan Services - August 2021	11/03/2021	250.00
			Total for Check Number 313387:	250.00
313388	PWP4465 80176-1	Pasadena Water & Power Water Purchase from Pasadena (06/12/21-09/31/21)	11/03/2021	11,203.45
			Total for Check Number 313388:	11,203.45
313389	THPOLNSK 117163	Thomas Polansky Refund security deposit for War Memorial Build	11/03/2021	522.00
			Total for Check Number 313389:	522.00
313390	ANPO5011 F405DD2436CE	Anthony Porraz Reimburse Paramedic License for Anthony Porraz	11/03/2021	250.00
			Total for Check Number 313390:	250.00
313391	RIV4011 BCTC0040368 BCTC0040369	Riverside County Sheriff's Dept Training Registration for Offcr. Christina Roppo Training Registration for Offcr. Christina Roppo	11/03/2021	186.00 79.00
			Total for Check Number 313391:	265.00
313392	SGVE2011 October 2021	San Gabriel Valley City Managers' Association Armine Chaparyan & Lucy Demirjian SGVCMA Meeting	11/03/2021	70.00
			Total for Check Number 313392:	70.00
313393	SAN4958 25684	San Marino Security System Monitoring Services for Water Division (10/01-12/31/22)	11/03/2021	702.00
			Total for Check Number 313393:	702.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
313394	SBSDADV AO-19113090	SBSD Advanced Officer TAO Basic Training Class for Officers Valdez &	11/03/2021	430.00
Total for Check Number 313394:				430.00
313395	SCAT6710 16287 16317 16335 16453 16476	Scott's Automotive Police Department Automotive Maintenance Unit # 0219 Police Department Automotive Maintenance Unit # 1405 Public Works Vehicles: Preventative Maint. Unit # 54 Public Works Vehicles: Preventative Maint. - Engineering Prius Police Department Automotive Maintenance Unit # 1406	11/03/2021	85.00 85.00 187.02 200.71 235.17
Total for Check Number 313395:				792.90
313396	SDSI0107 234190 234192 234193	SDS Security Design Systems Security System for Civic Center - November 2021 Security System for Civic Center - November 2021 Security System for Civic Center - November 2021	11/03/2021	65.18 113.00 60.00
Total for Check Number 313396:				238.18
313397	SCA4329 2021-22 Dues 2021-22 Dues	Southern California Association of Governr SCAG Dues for FY2021-22 SCAG Dues for FY2021-22	11/03/2021	2,890.00 159.00
Total for Check Number 313397:				3,049.00
313398	SUVA8022 20881 20882	Sunset Vans Inc. Wheelchair Maint. & Repair for Unit 80 - Dial-a-Ride Wheelchair Maint. & Repair for Unit 75 - Dial-a-Ride	11/03/2021	150.00 150.00
Total for Check Number 313398:				300.00
313399	TATOHSL 117118	Hansel Tato Refund for Garfield Park Gazebo	11/03/2021	62.50
Total for Check Number 313399:				62.50
313400	TMON4011 16022T	Team One Network Training Class for Corporal Dubois	11/03/2021	350.00
Total for Check Number 313400:				350.00
313401	LEBE8032 7428 7490	The Skateside, LLC Class Instructor: The Skateside Beginner (September 9-10:20am) Class Instructor: The Skateside Afterschool (September 3-5PM)	11/03/2021	1,568.70 2,793.00
Total for Check Number 313401:				4,361.70
313402	URBP8035 220000398835 220000421752 220000437816 220000488870 220000488870 220000516564 220000533739 220000551590 220000569887 220000589536 220000607308 220000633744	The Urban Pet K9 Food Expenses - 11/20/2020 K9 Food Expenses - 12/21/2020 K9 Food Expenses - 01/13/2021 K9 Food Expenses - 03/22/2021 K9 Food Expenses - 03/22/2021 K9 Food Expenses - 04/27/2021 K9 Food Expenses - 05/19/2021 K9 Food Expenses - 06/11/2021 K9 Food Expenses - 07/03/2021 K9 Food Expenses - 07/28/2021 K9 Food Expenses - 08/20/2021 K9 Food Expenses - 09/23/2021	11/03/2021	169.98 169.98 143.96 143.98 169.98 169.98 133.98 169.98 133.98 143.98 66.99 143.98

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313402:	1,760.75
313403	TIM4011 0357905100521	Time Warner Cable Account # 8448 30 008 0357905 (10/05/21-11/04/21)	11/03/2021	130.55
			Total for Check Number 313403:	130.55
313404	TCLPLUS 590517	TimeClock Plus Scheduling, Time & Attendance Software and Hardware.	11/03/2021	39,831.64
			Total for Check Number 313404:	39,831.64
313405	TAEV9224	Total Access Elevator Inc.	11/03/2021	
	71134	Elevator Preventative Maint. - August 2021		315.37
	71134	Elevator Preventative Maint. - August 2021		315.38
	71134	Elevator Preventative Maint. _ August 2021		400.00
	72440	Elevator Preventative Maint. - September 2021		630.75
	72440	Elevator Preventative Maint. - September 2021		400.00
	73657	Elevator Preventative Maint. - October 2021		400.00
	73657	Elevator Preventative Maint. - October 2021		327.38
	73657	Elevator Preventative Maint. - October 2021		327.37
			Total for Check Number 313405:	3,116.25
313406	TSYEMLY 117084	Emily Tsay Refund cancelled class due to low enrollement	11/03/2021	69.00
			Total for Check Number 313406:	69.00
313407	UND6710 920210713 dsb20205107	Underground Service Alert/SC Underground Service Alert - October 2021 Underground Service Alert Regulatory Fee- October 2021	11/03/2021	143.65 65.04
			Total for Check Number 313407:	208.69
313408	POR4707 114-12468613	United Site Services, Inc. Skate Park Portable Toilet Services - 10/05/21-11/01/21	11/03/2021	339.72
			Total for Check Number 313408:	339.72
313409	UPP7789 2/08-21 2/09-21 2021Q4	Upper San Gabriel Valley MWD Municipal Water Purchase - August 2021 Municipal Water Purchase - September 2021 4th Quarter Municipal Water District Capacity C	11/03/2021	75,196.10 48,521.40 2,675.00
			Total for Check Number 313409:	126,392.50
313410	VPSI407 136508 013070	Valley Power Systems Inc. Fire Dept. Vehicle Maint. Unit AU81 - Annual B	11/03/2021	4,527.93
			Total for Check Number 313410:	4,527.93
313411	EDVL6010 09.05.2021 09.06.2021 09.20.2021	Edgar Villalobos 2021 Mileage Reimbursement for Call Out - 09/05/2021 2021 Mileage Reimbursement for Call Out - 09/06/2021 2021 Mileage Reimbursement for Call Out - 09/20/2021	11/03/2021	21.73 21.73 21.73
			Total for Check Number 313411:	65.19
313412	WNGCHRST 117047	Christina Wang Refund for Adult Class Per Instructor Request	11/03/2021	20.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313412:	20.00
313413	WIT6353 2107059 2108059 2109059	Wittman Enterprises LLC Paramedic Billing Services - July 2021 Paramedic Billing Services - August 2021 Paramedic Billing Services - September 2021	11/03/2021	4,788.90 4,266.68 3,985.72
			Total for Check Number 313413:	13,041.30
313414	PUFG8267 7484	Pauline Wong Class Instructor: International Line Dance Class	11/03/2021	117.00
			Total for Check Number 313414:	117.00
313415	GRA1244 SPAS0521 SPAS0921	Woods Maintenance Services, Inc. City Wide Graffiti Removal Services - May 2021 City Wide Graffiti Removal Services - September 2021	11/03/2021	1,140.00 969.00
			Total for Check Number 313415:	2,109.00
313416	WOR8011 0001628231	World Book Inc Renewal of Library Subscription to World Book	11/03/2021	1,310.00
			Total for Check Number 313416:	1,310.00
313417	YTH1023 30396 30396 30609 30626	Y Tire Complete Auto Repair Parks Division Vehicle Maintenance Unit # 209 Parks Division Vehicle Maintenance Unit # 209 Vehicle Maint. for Street Division & Facilities Unit # 30 Police Department - Automotive Maintenance Unit # 1501	11/03/2021	1,494.79 1,494.80 424.35 236.58
			Total for Check Number 313417:	3,650.52
313418	YGOLVIA 116776	Olivia Yang Refund due to inability to attend	11/03/2021	200.00
			Total for Check Number 313418:	200.00
			Total for 11/3/2021:	634,899.98
			Report Total (102 checks):	634,899.98

ATTACHMENT 3
Supplemental ACH
Payments



Supplemental ACH Payment Log			
Date	Vendor	Amount	Description
10/14/2021	SoCal Edison	\$16,326.74	Online Payment for City's So Cal Edison Accounts.
10/25/2021	UMPQUA Bank	\$13,543.59	Online Payment for City's September 2021 Credit Card Expenses.
Total:		\$29,870.33	

September 2021 Credit Card Summary

Date	Description	Amount
08.31.2021	Library / Display to Go - Signage	\$477.61
09.01.2021	Community Services / Office Signs from Office Sign Inc.	\$36.08
09.01.2021	City Council Dinner / Tomatoe Pie	\$105.84
09.01-09.29.2021	Police Dept. / Fuel for Motor Officers (Chevron)	\$355.62
09.02.2021	Community Services / So Cal Base - Fuel	\$16.69
09.02.2021	Library / Got to Print - To Sided Banner	\$219.17
09.02.2021	Library / Harman - Parts for PA Speaker	\$47.79
09.08.2021	Planning & Building / Monthly Zoom Charge	\$16.11
09.08.2021	Community Services / Smart & Final Food Supplies	\$83.90
09.08.2021	Community Services / Hardware Supplies (Ace)	\$50.85
09.08.2021	Library / Chicago Books - ALA Promotional Materials	\$28.79
09.08.2021	Library / Chicago Books - ALA Promotional Materials	\$95.36
09.08.2021	Springbrook Payroll Training Seminar	\$900.00
09.08.2021	ITE Career Center Job Posting for Senior Civil Engineer	\$295.00
09.09.2021	Community Services / CA Park Rec Society	\$65.42
09.09.2021	Community Services / CA Park Rec Society	\$104.56
09.09.2021	2021 League Annual Conference - Armine Chaparyan	\$600.00
09.09.2021	2021 League Annual Conference - Evelyn Zneimer	\$600.00
09.09.2021	League Conference - Airline Tickets for Evelyn Zneimer	\$437.97
09.09.2021	League Conference - Airline Tickets for Armine Chaparyan	\$437.97
09.09.2021	League Hotel Expense - Armine Chaparyan	\$476.50
09.09.2021	League Hotel Expense - Evelyn Zneimer	\$833.78
09.09.2021	Job Posting for Planning Manager at Jobs Available	\$390.00
09.09.2021	Job Posting for Senior Civil Engineer at Jobs Available	\$429.00
09.10.2021	Community Services / Supplies (Vons)	\$15.98
09.10.2021	Community Services / Smart & Final Food Supplies	\$32.98
09.10.2021	Flyer for City Managers Office	\$114.00
09.13.2021	Job Posting for Planning Manager on Planetize.com	\$99.95
09.13.2021	GFOA Application Fee	\$530.00
09.14.2021	Sign Language Interpreter	\$156.00
09.14.2021	Job Posting at City Clerks Association of CA Website	\$200.00
09.15.2021	Community Services / EVGO Service	\$7.29
09.15.2021	Library / Got to Print - Bookmarks	\$150.84
09.15.2021	Library / Got to Print - Promotional Piece	\$107.15
09.15.2021	City Council Dinner / Pakatan	\$89.49
09.16.2021	Community Services / Hardware Supplies (Ace)	\$156.52
09.16.2021	Community Services / Hardware Supplies (Ace)	\$72.40
09.16.2021	Community Services / So Cal Base - Fuel	\$70.10
09.16.2021	Library / Crowdcast - Monthly Subscription	\$10.00
09.17.2021	Public Works / GIS Software (ESRI)	\$453.42
09.20.2021	Job Posting at City Clerks Association of CA Website	\$200.00
09.21.2021	League Luncheon Sacramento - Armine Chaparyan	\$50.00
09.21.2021	League Luncheon Sacramento - Evelyn Zneimer	\$50.00
09.21.2021	Job Posting at APWA for PW Operations Manager	\$425.00
09.22.2021	Community Services / Smart & Final Food Supplies	\$146.67
09.22.2021	League Transportation - Lyft	\$11.99
09.22.2021	League Transportation - Lyft	\$11.90
09.22.2021	League Transportation - Lyft	\$6.83
09.22.2021	Management Services / CA City Management Foundation	\$400.00

09.22.2021	Department of Industrial Relations Elevator Conveyance	\$460.35
09.23.2021	Community Services / USPS	\$87.00
09.23.2021	Community Services / USPS	\$87.00
09.23.2021	Chalking Stick and Chalk Purchase for Police Dept.	\$114.01
09.24.2021	Community Services / Hardware Supplies (Ace)	(\$36.08)
09.27.2021	Fire Dept. / Oil and Lube for Fire Chief Vehicle (Valvoline)	\$108.79
09.27.2021	LCW Labor Relations Certification for Raquel Herrera	\$1,425.00
09.29.2021	Community Services / CA Park Rec Society	\$150.00
09.29.2021	LCW Training Course	\$475.00
Total:		\$13,543.59

ATTACHMENT 4
Payroll Summary

Liability	Taxes Debited			
	Federal Income Tax			196.34
	Earned Income Credit Advances			.00
	Social Security - EE			49.60
	Social Security - ER			49.60
	Social Security Adj - EE			.00
	Medicare - EE			61.44
	Medicare - ER			61.44
	Medicare Adj - EE			.00
	Medicare Surtax - EE			.00
	Medicare Surtax Adj - EE			.00
	Federal Unemployment Tax			.00
	FMLA-PSL Payments Credit			.00
	FMLA-PSL ER FICA Credit			.00
	FMLA-PSL Health Care Premium Credit			.00
	Employee Retention Qualified Payments Credit			.00
	Employee Retention Qualified Health Care Credit			.00
	COBRA Premium Assistance Payments			.00
	State Income Tax			61.90
	State Unemployment Insurance - EE			.00
	State Unemployment Insurance - ER			.00
	State Unemployment Insurance Adj - EE			.00
	State Disability Insurance - EE			.00
	State Disability Insurance - ER			.00
	State Disability Insurance Adj - EE			.00
	State Family Leave Insurance - EE			.00
	State Family Leave Insurance - ER			.00
	State Family Leave Insurance Adj - EE			.00
	State Medical Leave Insurance - EE			.00
	State Medical Leave Insurance - ER			.00
	Workers' Benefit Fund Assessment - EE			.00
	Workers' Benefit Fund Assessment - ER			.00
	Transit Tax - EE			.00
	Local Income Tax			.00
	School District Tax			.00
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	480.32
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	3,610.07
	Total Amount Debited From Your Account			4,090.39
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability	4,090.39
	4,090.39
	4,090.39

Net Pay	Checks	.00
	Direct Deposits	3,610.07
	Subtotal Net Pay	3,610.07
	Adjustments	.00
	Total Net Pay Liability (Net Cash)	3,610.07

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				196.34	
	Earned Income Credit Advances					
	Social Security				49.60	49.60
	Medicare				61.44	61.44
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				307.38	111.04
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				307.38	111.04
State	CA State Income Tax				61.90	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				61.90	61.90
	Total Taxes		.00	.00	369.28	111.04

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 480.32

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	3,610.07
Transfers	Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX	3,610.07

3 Employee Transactions

Total Amount ADP Debited From Your Accounts 4,090.39

Liability	Taxes Debited			
	Federal Income Tax		67,896.68	
	Earned Income Credit Advances		.00	
	Social Security - EE		1,050.28	
	Social Security - ER		1,050.28	
	Social Security Adj - EE		.00	
	Medicare - EE		9,036.07	
	Medicare - ER		9,036.13	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		.00	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		30,158.82	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	118,228.26
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	453,290.22
	ADP Check	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	1,700.49
	Wage Garnishments	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	2,581.00
	Total Amount Debited From Your Accounts			575,799.97
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability	575,799.97
	575,799.97
	575,799.97

Net Pay	Checks	1,700.49	
	Direct Deposits	453,290.22	
	Subtotal Net Pay		454,990.71
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		454,990.71

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				67,896.68	
	Earned Income Credit Advances					
	Social Security				1,050.28	1,050.28
	Medicare				9,036.07	9,036.13
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				77,983.03	10,086.41
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				77,983.03	10,086.41
State	CA State Income Tax				30,158.82	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				30,158.82	30,158.82
	Total Taxes		.00	.00	108,141.85	10,086.41

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 118,228.26

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	453,290.22	
Transfers	ADP Check	1,700.49	
	Wage Garnishments	2,581.00	
	Amount ADP Debited From Account XXXXX3688		457,571.71

227 Employee Transactions

Total Amount ADP Debited From Your Accounts 575,799.97



City Council Agenda Report

ITEM NO. 7

DATE: November 3, 2021
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Christina Muñoz, Acting Deputy City Clerk
SUBJECT: **Presentation of City Council Meeting Minutes**

Recommendation

It is recommended that the City Council approve the minutes as listed on the agenda and as presented.

Executive Summary

Attached for the City Council's consideration and approval are meeting minutes for various dates as listed on the agenda and hereby included as attachments to this staff report.

Fiscal Impact

There is no direct Fiscal Impact to the approval of these City Council meeting minutes.

Attachments

Attachments are fourth-coming for the meetings listed below:

- June 2, 2021 Regular Meeting
- July 7, 2021 Regular Meeting



City Council Agenda Report

ITEM NO. 8

DATE: November 3, 2021
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Andrew L. Jared, City Attorney
SUBJECT: **Direction to Forego Collection of User Utility Tax Underpayment in
*Arcadia, et al. v. Southern California Edison Corp.***

Recommendation

It is the recommendation of the Office of the City Attorney that the City Council take action to refrain from collecting past-due Utility Users Taxes (UUT) previously under-collected by Southern California Edison (SCE) in connection with the case titled *Arcadia, et al. v. Southern California Edison Corp.*, and instead focus on ensuring that SCE accurately collects the correct amount of UUT going forward.

Background

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. The City's UUT applies a 7.5% charge to electricity furnished to households and businesses in the City. As the "service provider," SCE is responsible under the UUT to timely and fully collect the tax from its customers within the City and to promptly remit what it collects. (SPMC, § 34B.5, subd. (c).) 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). This case challenges SCE's practice of applying an energy rebate provided by the state based on three energy credit programs before calculating the UUT.

In September 2006, the Legislature adopted the Global Warming Solutions Act of 2006 ("AB 32"), which led to the development of a "cap-and-trade" program to reduce greenhouse gas ("GHG") emissions. Broadly speaking, the cap-and-trade program sets a statewide limit on total GHG emissions from all sources covered by AB 32 and establishes a market for GHG "allowances" (i.e., permits to emit GHG).

The Public Utilities Commission ("PUC") developed three financial assistance programs for electricity customers affected by the cap-and-trade program to reduce AB 32's impacts on energy prices and California's economic competitiveness:

- CA Industry Assistance Credit ("IA Credit"): This annual credit compensates eligible business and is intended to encourage businesses to reduce GHG emissions.

Direction to Forego Collection of User Utility Tax Underpayment in *Arcadia, et al. v. Southern California Edison Corp.*

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- Residential Climate Credit (“RCC”): This biannual credit represents each residential utility ratepayer’s share of utility payments from the cap and trade program. It is a flat amount tied to customers’ energy use.
- Small Business Climate Credit (“SCC”): This monthly credit is paid to non-residential commercial, industrial, or agricultural customers who typically use less than 20 kilowatts (kW) per month. It represents each small business utility ratepayer’s share of utility payments from the cap and trade program. Credits depend on customers’ electricity rates and energy use.

Credits from these three programs are then applied to the amount that rate payers’ ultimately pay for the electricity they use. This reduces the amount of UUT remitted to a city. SCE excluded these credits from the tax base. Each UUT applies to the full amount charged. Credits should be applied after calculation of the UUT. For example, if a payer incurs \$100 in charges and receives a \$20 credit under one of the three GHG Credits, the tax is based on \$100, resulting in a tax of \$7.50. However, under SCE’s practice, it was calculating the tax based on the net bill (here, \$80 = \$100 – \$20). Under this method, the tax collected is only \$6.00 ($\$80 * 7.5\% = \6.00). As a result, the City was not remitted \$1.50 of the tax it was due under the UUT tax. (The amounts of the bill and credit here are presented only to demonstrate how the tax and credits work; for the average individual rate-payer, the amount of tax that has not been collected appears to have averaged roughly \$5.00 per year per.) While applied to individual accounts these amounts are minor, taken collectively citywide the amounts are significant.

Litigation to Correct the Under-Collected Revenue

To correct this misapplication of UUT ordinances, the City of Torrance filed *Torrance v. Southern California Edison Co.*, and then a coalition of cities sued SCE to stop this under collection. The City of South Pasadena joined the coalition of cities (*Arcadia, et al.*) filed suit in June 2020 and the court granted a motion by SCE to stay the litigation pending the decision of the Second District Court of Appeal in the Torrance matter.

On March 17, 2021, the Second District Court of Appeal issued its opinion which concluded:

- (i) The City of Torrance’s UUT includes charges for electricity use covered by the greenhouse gas credits in the tax base,
- (ii) SCE is not directly liable for under-collected taxes (although prospective relief remains available), and
- (iii) the trial court erred to deny Torrance leave to amend its complaint.

That decision is now final. The result of the decision is that Torrance and the coalition cities may seek correction of the misapplication of the UUT’s by SCE.

Direction to Forego Collection of User Utility Tax Underpayment in *Arcadia, et al. v. Southern California Edison Corp.*

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Discussion/Analysis

The Court of Appeal however ruled that a city cannot directly collect from SCE taxes owed by individual rate payers for tax that SCE did not collect. Accordingly, there has been some concern that the City will attempt to collect from residential and commercial taxpayers instead. The period of time to seek reimbursement of uncollected tax is limited to 4 years. Accordingly, as the amounts at issue are minor compared to the costs associated with bringing suit against each individual rate payer, proceeding with the case against individual rate payers is not cost effective.

However, the primary goal of the suit to correct the manner in which the calculation is done by SCE on a go-forward basis remains a cost-effective way to correct the manner in which the UUT is collected. The costs of this litigation are being shared on proportional basis by all of the cities within the coalition (32 cities). By comparison, it is estimated that the City will recoup over \$50,000 each year for the foreseeable future in UUT revenue that otherwise would not be coming to the City without this correction.

Attempting to recover from individual residents is neither desirable nor feasible given the amounts in issue; Attempts to collect from commercial entities will be likely face similar difficulties.

It is therefore the recommendation of the City Attorney that the City Council vote to refrain from pursuing collection of the utility users taxes that SCE under-collected and instead focus on ensuring that SCE collect the correct amount of tax going forward only.

Legal Review

The City Attorney's office has reviewed this item.

Fiscal Impact

The decision to refrain from pursuing all tax collection related to this suit will avoid a negative fiscal impact. Proceeding with seeking correction to UUT tax collection by SCE is anticipated to have a positive fiscal impact in the order of several tens of thousands of dollars each year for the foreseeable future. Not proceeding with the suit entirely would cause the City to lose UUT revenue in the same order of magnitude.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.



City Council Agenda Report

ITEM NO. 9

DATE: November 3, 2021

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Tara Schultz, Interim Human Resources & Risk Manager

SUBJECT: **Amending the Holiday Schedule for the Public Service Employee Association – Full Time Unit and the Unrepresented Management Unit**

Recommendation

It is recommended that the City Council:

1. Approve the attached Side letter to the 2019-2022 Memorandum of Understanding Between the City of South Pasadena And the Public Service Employees' Association – Full Time Unit
2. Approve the attached Resolution of the City of South Pasadena Amending the Memorandum of Understanding between the City and the Public Service Employee Association – Full Time Unit to amend the Holiday Schedule; and
3. Approve the attached Resolution of the City of South Pasadena Amending the Resolution Approving Unrepresented Management Employee Benefits to amend the Holiday Schedule.

Discussion/Analysis

Recently staff became aware of a discrepancy in the Memorandum of Understanding between the City and the Public Service Employee Association – Full Time (PSEA-FT) and the Resolution Approving Benefits for the Unrepresented Management Employees regarding the Holiday Schedule. When the City converted from a 9/80 schedule to a 4/10 schedule it addressed the Christmas and New Year's Eve Holidays and how they would be handled should they fall on a Friday, however, the Friday after Thanksgiving was not addressed and remains an item of contention. In past years to address the loss of the approved holiday, the members were given the Wednesday before the holiday off and facilities, such as City Hall and the City Yard would be closed. Staff is seeking City Council's ratification of that observation and approve the proposed amendment to Section 10(b) of the Holiday Schedule to include 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.”

Alternatives

If the Council should choose not to approve these modifications as recommended, the schedule will remain unchanged.

Fiscal Impact

There is no financial impact to the City’s FY2021/22 Budget.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website.

Attachments:

1. Side letter to the 2019-2022 Memorandum of Understanding Between the City of South Pasadena And the Public Service Employees’ Association – Full Time Unit
2. Resolution of the City of South Pasadena Amending the Memorandum of Understanding between the City and the Public Service Employee Association – Full Time Unit to change the Holiday Schedule
3. Resolution of the City of South Pasadena Amending the Resolution Approving Unrepresented Management Employee Benefits to change the Holiday Schedule

ATTACHMENT 1

Side letter to the 2019-2022 Memorandum of Understanding
Between the City of South Pasadena And the Public Service
Employees' Association – Full Time Unit

**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
Public Service Employees Association
Full Time Unit

Arminé Chaparyan
City Manager

Effective upon City Council approval.

ATTACHMENT 2

Resolution of the City of South Pasadena Amending the Memorandum of Understanding between the City and the Public Service Employee Association – Full Time Unit to change the Holiday Schedule

RESOLUTION NO. _____
**A RESOLUTION OF THE CITY OF SOUTH PASADENA AMENDING
THE PUBLIC SERVICE EMPLOYEE ASSOCIATION – FULL TIME
MEMORANDUM OF UNDERSTANDING FOR FISCAL YEARS 2019-
2022 TO CLARIFY LANGUAGE REGARDING THE THANKSGIVING
HOLIDAY**

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY
RESOLVE:

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 have determined to memorialize their agreement by this side letter; and

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City of South Pasadena shall amend Section 10(b) of the 2019-2022 MOU, and reflect the changes made by the side letter attached as Exhibit A.

SECTION 2. All other terms and provisions of the MOU not modified herein shall remain in full force and effect unless subsequently amended in writing by agreement of the Parties.

Passed, Approved and Adopted on the 3rd day of November, 2021.

Mayor Diana Mahmud

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City of South Pasadena City Council on the 3rd day of November, 2021 by the South Pasadena City Council following a roll call vote:

Ayes

Noes

Absent

Christina Munoz
Acting Deputy City Clerk

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
Public Service Employees Association
Full Time Unit

Arminé Chaparyan
City Manager

Effective upon City Council approval.

ATTACHMENT 3

**Resolution of the City of South Pasadena Amending the
Resolution Approving Unrepresented Management Employee
Benefits to change the Holiday Schedule**

RESOLUTION NO. _____
**A RESOLUTION OF THE CITY OF SOUTH PASADENA AMENDING
UNREPRESENTED MANAGEMENT EMPLOYEE BENEFITS LISTING
AND MANAGEMENT SALARY SCHEDULE NO. 7626 TO CLARIFY
LANGUAGE REGARDING THE THANKSGIVING HOLIDAY**

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY
RESOLVE:

WHEREAS, the City of South Pasadena wishes to clarify language regarding the Thanksgiving holiday in Resolution No. 7626 for unrepresented management covering the period July 1, 2019 through June 30, 2022; and

WHEREAS, the City wishes to amend Exhibit A, Section 12 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.".

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City of South Pasadena shall amend Exhibit A, Section 12 of Resolution No. 7626, to include 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.".

SECTION 2. All other terms and provisions of the Resolution not modified herein shall remain in full force and effect unless subsequently amended in writing by agreement of the Parties.

Passed, Approved and Adopted on the 3rd day of November, 2021.

Mayor Diana Mahmud

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City of South Pasadena City Council on the 3rd day of November, 2021 by the South Pasadena City Council following a roll call vote:

Ayes

Noes

Absent

Christina Munoz
Acting Deputy City Clerk



City Council Agenda Report

ITEM NO. 10

DATE: November 3, 2021

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Angelica Frausto-Lupo, Community Development Director
Elizabeth Bar-El, AICP, Housing Element Project Manager

SUBJECT: **2021-2029 Housing Element: Recommended Strategy and Schedule Change in Response to the Passage of AB1398**

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.

Executive Summary

AB1398 was signed into law on September 28, 2021, and affects the timeframe for housing element adoption and the consequences for non-compliance with this timeframe. This report recommends that the Council approve a revised adoption strategy for the 2021-2029 General Plan Housing Element (housing element) in response to these changes. The strategy would no longer be centered on adoption by February 11, 2022, but would instead be based on submitting the final draft for review by the State Department of Housing and Community Development (HCD) in order to receive a letter of conditional approval prior to bringing the housing element forward for formal recommendation and adoption hearings by the Planning Commission and Council.

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. 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.

Discussion/Analysis

On September 28, 2021, Governor Newsom signed AB1398, which made changes to Housing Element law that affect the 6th Cycle Housing Element (2021-2029 planning period for the Southern California Association of Governments, or SCAG, region). SCAG jurisdictions are required to adopt a housing element by October 15, 2021. Prior to this amendment to State law,

an extension period of 120 days (until February 11, 2022), was automatically granted, after which a penalty would be imposed, changing the housing element's timeframe from an eight-year to a four-year cycle. The challenges of developing a sites inventory for an unusually high Regional Housing Needs Allocation (RHNA), which was only finalized in March this year, has required a tremendous effort and community process. Staff submitted the City's draft RHNA strategy to HCD for a courtesy review in April/May, which provided helpful direction for the development of the public review draft. Ultimately, it was not possible to complete the process and adopt the housing element by October 15. South Pasadena's schedule was, therefore, oriented toward bringing forward a final draft for adoption by February 11, 2022.

The provisions of AB1398 have changed the process by effectively removing the four-year cycle penalty and replacing it with a different consequence directed toward increasing housing permit issuance rather than further burdening the housing element preparation process. The AB1398 goal post was also moved, requiring cities to adopt a *compliant* housing element by February 11, 2022, which HCD has interpreted as the date by which HCD must certify the document. The new consequence for not having a compliant housing element by that date is a shortened period for implementing any zoning changes associated with the housing element's RHNA compliance. Instead of three years from adoption of the housing element, the rezoning must be done by one year from the statutory due date (October 15, 2021, for the SCAG region).

This new law comes very late in the 6th Cycle preparation period for the SCAG region, and indicates that the housing element must be adopted by mid-November, with all HCD comments addressed, in order to give HCD the statutory 90-day review period for certifying an adopted housing element. As of the preparation of this staff report, HCD's website lists only three cities in Los Angeles County that have adopted their housing elements and one that has been given conditional approval. Given the timing, the vast majority of SCAG jurisdictions, including South Pasadena, cannot complete all the necessary steps, including release, public review and certification of the Program Environmental Impact Report (PEIR), required by the California Environmental Quality Act (CEQA), adoption hearings and HCD certification in time to meet this deadline.

For this reason, staff recommends changing the strategy to delay adoption hearings until HCD has provided a conditional approval letter as described above. South Pasadena will need to follow up the adoption of the housing element with rezoning by October 15, 2022. Accordingly, staff is developing a meta-schedule for adopting the General Plan, DTSP, and housing element, to be followed soon thereafter by a zoning text amendment to implement their policies.

Next Steps

With the new requirement to complete rezoning by October 15, 2022, as described above, the Housing Element adoption hearings are now anticipated in spring, aligning more closely with the General Plan/DTSP adoption schedule. All three documents will be included in the PEIR analysis.

Background

On September 15, 2021, staff provided Council with an update on the Housing Element that outlined Next Steps for the project based on a target adoption date prior to February 11, 2022. For the reasons stated above, the recommended action would replace that schedule.

Staff maintains project information, with regular updates, on the Housing Element Update web page: <https://www.southpasadenaca.gov/government/departments/planning-and-building/housing-element-update-2021-2029>

Fiscal Impact

There are no fiscal impacts from the recommended action.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.



City Council Agenda Report

ITEM NO. 11

DATE: November 3, 2021

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Angelica Frausto-Lupo, Director of Community Development
Margaret Lin, Deputy Director of Community Development

SUBJECT: **Appropriation of Funds for Architectural Services**

Recommendation Action

It is recommended that the City Council appropriate \$40,000 for payment to Architectural Resources Group (ARG) for the development of design standards and guidelines for Accessory Dwelling Units (ADUs) on historic properties.

Background

On December 16, 2020, the City Council authorized staff to accept a \$40,000 grant award from the California Office of Historic Preservation's Certified Local Government (CLG) Grant Program. On January 20, 2021, the City Manager approved a contract with ARG to update the City's ADU Ordinance to include objective design standards for ADUs on historic properties.

Discussion/Analysis

Despite the commencement of the project and the support of the City Council, the formality of appropriating the funds did not take place. This item serves to complete that process.

Fiscal Impact

The CLG Grant includes a local match requirement of 40% (or \$16,000) which can be provided through in-kind staff time. The \$40,000 in grant funding will now be budgeted in the revenue account 267-0000-0000-5071-015 (Historic Preservation Grant) and the matching grant expenditures budgeted in the Community Development Department's Professional Services Account (276-7010-7011-8170-000).

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachment:

1. ARG Professional Services Agreement
2. CLG Grant Agreement

ATTACHMENT 1
ARG Professional Services Agreement

Professional Services Agreement
(City of South Pasadena / Architectural Resources Group)**PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**
(City of South Pasadena / Architectural Resources Group)**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of South Pasadena, a California municipal corporation (“City”), and Architectural Resources Group (ARG), a California corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Historic preservation consulting to amend the Accessory Dwelling Units Ordinance to provide standards, design guidelines, and entitlement procedures for ADUs located on historic properties or in historic districts in a manner that meets Certified Local Government Grant requirements.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services” means such professional services as are set forth in Consultant’s January 7, 2021 proposal to City and described in “**Exhibit A**” and fully incorporated herein by this reference.
- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s January 4, 2021 fee schedule to City attached hereto as “**Exhibit B**” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means January 21, 2021.
- 3.4 “Termination Date” means September 30, 2021 unless an extension is granted by the California Office of Historic Preservation and agreed to between the City and Consultant.

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- 3.5 “City Agreement Administrator” means Joanna Hankamer, Director of Planning and Community Development.
- 3.6 “Consultant Project Administrator” means Katie Horak, Principal.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Time is of the essence in Consultant’s performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of forty thousand dollars (**\$40,000.00**) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.
- 5.3 Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this

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- Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Katie Horak shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

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Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be

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entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

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- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving

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the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
 - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
 - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure

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is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

14. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Joanna Hankamer
City of South Pasadena
Planning and Building
1414 Mission Street
South Pasadena, CA 91030
Telephone: 626-403-7220
Facsimile: 626-403-7241

If to Consultant:

Kathleen Climo
Architectural Resources Group
Pier 9, The Embarcadero, Suite 107
San Francisco, CA 94111
Telephone: 415-421-1680 x254
Facsimile: 626-583-1414

With courtesy copy to:

Teresa L. Highsmith, City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd, Suite 8500
Pasadena, California 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed,

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religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

Professional Services Agreement
(City of South Pasadena / Architectural Resources Group)

unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 18.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

Professional Services Agreement
(City of South Pasadena / Architectural Resources Group)

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

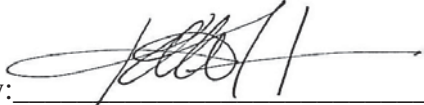
“City”

DocuSigned by: **City of South Pasadena**
Sean Joyce
0D867798FCFE42A...

By _____
Sean Joyce, Interim City Manager

Date: _____

“Consultant”
ARG

By: 
Katie Horak, Principal

Date: January 11, 2021

DocuSigned by:

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By _____
Maria E. Ayala, Chief City Clerk

Date: _____

DocuSigned by:
Teresa L. Highsmith
3657EFA936854DF...
Approved as to form:

By _____
Teresa L. Highsmith, City Attorney

Date: _____

“EXHIBIT A” SCOPE OF WORK

Upon authorization from the City and under the supervision of City Staff, Consultant shall provide Historic preservation consulting to amend the Accessory Dwelling Units Ordinance to provide standards, design guidelines, and entitlement procedures for ADUs located on historic properties or in historic districts in a manner that meets Certified Local Government Grant requirements. Tasks shall include:

1. Project Kick-off Meeting (January)

ARG will kick off the project with a project initiation meeting with City staff and the Cultural Heritage Commission Subcommittee. At this time, project goals, scope, timeline, communication methodology, and key deliverables will be finalized, and pertinent background information will be retrieved.

Labor total: \$750

2. Research (January through March)

ARG will review all existing background materials, including the City’s current ADUs Ordinance, historic context statement, residential design guidelines, and historic preservation policies, to inform the range of architectural styles and design features to be addressed in the design standards and guidelines in the amended ADUs Ordinance.

Labor total: \$3,860

3. Existing Issues and Opportunities Memorandum (February)

ARG will prepare an Existing Issues and Opportunities Memorandum, which will include a summary of existing issues with ADUs on historic properties or in eligible historic districts, examples of successful projects where ADUs were added to historic properties, a preliminary list of local architects that are well-suited to design ADUs on historic properties/districts, and an overview of existing policies and procedures for garage conversions, which can be used as a baseline for the new standards and guidelines, and other topics to be identified by the client team. The memo will be submitted to the City for review and feedback. Word and PDF formats.

Labor total: \$2,695

4. Monthly Progress Reports and Status Calls (February through September)

In the interest of maintaining regular communication with City staff regarding project progress, and to comply with Certified Local Government Program Grant stipulations, ARG will provide monthly reports outlining project progress for submittal to the State Office of Historic Preservation (OHP). Each progress report will summarize work to date, progress toward project completion, issues or other delays with cause(s) and resolution(s), and goals for the next month. ARG will also attend monthly virtual project status meetings to review progress with City staff. Word and PDF formats.

Labor total: \$3,530

5. Community Outreach (online survey/post cards in March, public meetings June through August)

ARG understands that engaging members of the community will be critical to the success of the project. In addition to gathering community input through online and postcard surveys in coordination with City staff, ARG will prepare and present project information and solicit feedback from the community at two public workshops to be scheduled and noticed by the City. Goals of the workshops include introducing the project, answering questions, soliciting information and feedback, and building consensus for the design guidelines and standards. Formats may include, but are not limited to, an online survey, post card, and PowerPoint presentations.

Workshops may be held in conjunction with presentations to the Cultural Heritage Commission, Design Review Board, and/or Planning Commission, which are open to the public. Following the workshops, ARG will provide a memorandum detailing topics discussed and feedback/questions received for inclusion in the monthly progress reports to OHP. Word and PDF formats.

Labor total: \$3,080

6. ADUs Ordinance, Internal Draft (March through May)

ARG will transmit a draft of the amended ADUs Ordinance to the City for review and comment. The draft will include design guidelines, objective development standards, and review procedures. The amended ordinance will address historic properties that are listed in the City's inventory as well as unlisted properties that are within a designated historic district and an eligible historic district. It will reflect the current professional methods, standards, and procedures established by the U.S. Department of the Interior, the National Park Service, and the State Office of Historic Preservation. The City will be responsible for transmitting the draft to the OHP for review and comment. Word and PDF formats.

Labor total: \$12,810

7. ADUs Ordinance, Public Review Draft (June and July)

After revising the draft per City/OHP feedback, ARG will submit a draft of the ADUs Ordinance for public review. The City will be responsible for distributing the draft document to the public. Word and PDF formats.

Labor total: \$5,905

8. ADUs Ordinance, Final Draft (August)

Upon receipt of final comments from the City, OHP, and the public, ARG will revise and finalize the draft ADUs Ordinance. Word and PDF formats.

Labor total: \$2,620

9. Public Hearings/Workshops (June through August)

ARG will present at and participate in three public hearings/workshops with the Cultural Heritage Commission, Design Review Board, and Planning Commission to discuss the purpose, format, content, and implementation of the amended ADUs Ordinance and its design guidelines, standards, and review procedures. Feedback on the draft will be solicited and used in revision. Scheduling of the public hearings/workshops will be managed by the City. Following each public hearing/workshop, ARG will provide a memorandum detailing topics discussed and feedback/questions received for inclusion in the monthly progress report to OHP. Formats are likely to include PowerPoint, Word, and PDF.

Labor total: \$3,660

10. City Council Adoption Hearing (September)

ARG will participate in the City Council hearing for the adoption of the amended ADUs Ordinance, which is expected to take place in September 2021. Formats are likely to include PowerPoint, Word, and PDF.

Labor total: \$580

The City understands that the Consultant may spend more or less on some tasks. The City and Consultant both agree that using some task budget for another task is an acceptable practice as long as the final cost of all work performed does not exceed the project budget of \$40,000.

**“EXHIBIT B”
APPROVED FEE SCHEDULE**

Professional Services Agreement
(City of South Pasadena / ARG)

Fee Schedule

Direct personnel labor shall be billed at the following rates (through December 31, 2021), including time for meetings, public meetings, and presentations:

Principal	\$220 to \$250/hour
Project Manager	\$150 to \$180/hour
Senior Architect	\$170 to \$200/hour
Senior Designer, Historian/Planner, or Conservator	\$150 to \$170/hour
Architect	\$150 to \$170/hour
Designer, Historian/Planner, or Conservator	\$130 to \$150/hour
Junior Architect, Designer, Historian/Planner, or Conservator	\$120 to \$130/hour
Intern	\$75 to \$100/hour
Administrative Staff	\$85/hour

Reimbursable expenses: up to \$500 in grant monies

Additional reimbursable expenses cannot be funded by the grant.

Consultant Budget by Task

1. Project Kick-off Meeting (January): \$750
2. Research (January through March): \$3,860
3. Existing Issues and Opportunities Memorandum (February): \$2,695
4. Monthly Progress Reports and Status Calls (February through September): \$3,530
5. Community Outreach (online survey/post cards March, public meetings June through August): \$3,080
6. ADUs Ordinance Internal Draft (March through May): \$12,810
7. ADUs Ordinance, Public Review Draft (June and July): \$5,905
8. ADUs Ordinance, Final Draft (August): \$2,620
9. Public Hearings/Workshops (June through August): \$3,660
10. City Council Adoption Hearing (September): \$580

ARG Labor Total: \$39,490

Reimbursable expenses: \$500

Project Total, Not-to-Exceed: \$40,000 (rounded up from \$39,990)

The City understands that the Consultant may spend more or less on some tasks. The City and Consultant both agree that using some task budget for another task is an acceptable practice as long as the final cost of all work performed does not exceed the project budget of \$40,000.

Professional Services Agreement
(City of South Pasadena / ARG)

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

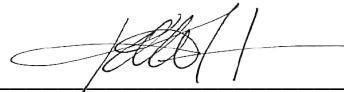
The undersigned declares:

I am the Principal of Architecture Resources Group (ARG), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 21, 2021 [date], at Los Angeles [city], CA [state].”



Signature

Katie Horak

Printed Name of Signatory

Professional Services Agreement
(*City of South Pasadena / ARG*)

WORKERS' COMPENSATION


INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: January 21, 2021

Architectural Resources Group
Contractor

By: 
Signature

Principal
Title

Attest:

By: _____
Signature

Title

ATTACHMENT 2
CLG Grant Agreement

**NATIONAL HISTORIC PRESERVATION ACT OF 1966
HISTORICAL RESOURCES PRESERVATION PROJECT AGREEMENT**

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

SUBGRANT PROGRAM

2020 HISTORIC PRESERVATION FUND GRANT

PARTICIPANT

CITY OF SOUTH PASADENA

PROJECT PERIOD

OCTOBER 1, 2020- SEPTEMBER 30, 2021

PROJECT NUMBER

P20AF00006

PROJECT SCOPE

The City of South Pasadena, hereafter the Participant, will contract with a consultant to undertake revisions to its existing Accessory Dwelling Units (ADU) Ordinance to better integrate city preservation planning guidelines found in the Cultural Heritage Ordinance and the General Plan. The project will include development of historic preservation-focused design standards and guidelines.

Work will be carried out by city staff with assistance by a consultant who is experienced in preparing historic preservation ordinances.

All work shall be performed and deliverables produced in accordance with the *Secretary of the Interior's Standards for Preservation Planning, Identification, Evaluation and Registration* when such standards are applicable.

PROGRESS REPORTS

Participant shall submit to the State Office of Historic Preservation (OHP) regular progress reports in accordance with the following schedule. A work plan will be developed and the deliverables to be included with each progress report will be determined in consultation with the OHP coordinator, the chosen consultant, and the CLG grant manager at the beginning of the grant period and the agreed upon work plan will become part of the contract.

Progress reports will include any deliverables specified in the work plan, detail the work accomplished to date, and identify and discuss any problems or issues which have the potential to adversely affect the scope or progress of the project.

OHP may ask for additional progress reports or drafts of work papers during the project period. OHP reserves the right to withhold disbursement of up to half the grant amount until the final products have been determined to meet the Secretary of the Interior's Standards. Participant may submit billings for partial payment as the work progresses.

Continued on Page--1a-- Attached

PROJECT FUNDING

Total costs supported by Federal grant funds under the National Historic Preservation Act of 1966:

Forty thousand dollars and no cents (\$40,000.00).

Minimum contributions of the Participant to match Federal grant funds under the National Historic Preservation

Act of 1966: Twenty-six thousand, six hundred, sixty-six dollars and no cents (\$26,666.00).

AGENCY

STATE DEPARTMENT OF PARKS AND RECREATION

BY

TITLE

STATE HISTORIC PRESERVATION OFFICER

DATE

11/5/21

11

PARTICIPANT

CITY OF SOUTH PASADENA

BY

Sean Joyce

TITLE

Interim City Manager

DATE

28

1/5/2021

DocuSigned by:

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FUNDING STRIP

CONTRACT NO. C8965504	AM. NO.
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AMOUNT ENCUMB. BY THIS DOCUMENT \$ 40,000.00	CONTRACTOR NAME CITY OF SOUTH PASADENA				CALSTARS VENDOR NO. 0000031448		
	OPTIONAL USE P20AF00006						
PRIOR AMOUNT ENCUMB. FOR THIS CONTRACT \$	FUND TITLE Federal Trust Fund			ITEM 3790-101-0890	CHAPTER 6	STATUTE 20	FISCAL YEAR 20/21
	INDEX 1084	OBJECT 702	PCA 57921	PROJECT/WORK PHASE 379008403100		AMOUNT \$ 40,000.00	
TOTAL AMOUNT ENCUMB. TO DATE \$ 40,000.00							

29 January 2021: On or before this date, Participant shall submit a progress report for OHP's review and comment that will provide evidence that a consultant is under contract for the project and that a project kick-off meeting occurred, including a summary of the participants, agenda, and results.

31 March 2021: On or before this date, Participant shall submit a progress report for OHP's review and comment that will include a description of work to date on Community Outreach #1 (online community survey and postcard survey). It will also include a draft of proposed ordinance and design standards.

30 July 2021: On or before this date, Participant shall submit a progress report for OHP's review and comment that will include a description of work to date on Community Outreach #2 (results of consultation with the Cultural Heritage Commission and Design Review Board, and members of the public regarding the ordinance and design standards). It will also include a draft of proposed ordinance and design standards.

31 August 2021: On or before this date, Participant shall submit a progress report for OHP's review and comment that will include a description of work to date on Community Outreach #3 (public hearing for review of draft ordinance and design standards) and Community Outreach #4 (Planning Commission hearing for draft ordinance and standards.) It will also include a Final Draft of proposed ordinance and design standards.

30 September 2021: On or before this date, Participant shall submit a Final Performance Report summarizing the outcome of the comprehensive project efforts comparing actual accomplishments to planned objectives, discussing lessons learned, and description of future needs or activities that will benefit from the project.

11 October 2021: On or before this date, the final Request for Reimbursement (DPR 417) shall be submitted to OHP with all claims for project costs incurred prior to the end of the project period (30 September 2021).

FINAL PRODUCTS WILL INCLUDE:

The Final Performance Report (referenced above).

Electronic copy of the final draft.

The attached General and Special Provisions (17 pages) are incorporated and made a part hereof. Additionally, the budget as submitted in the grant application with revisions, if approved by OHP, is incorporated and made a part hereof.

GENERAL PROVISIONS

I. GENERAL

A. Performance

1. The Participant agrees to complete the project in accordance with this agreement.
2. The Participant shall perform all work and supply material necessary to complete the project described in the paragraph entitled "Project Scope:" on p.1 of this agreement within the period specified. Failure of the Participant to render satisfactory progress or to complete this or any other project which is subject to federal assistance under this program to the satisfaction of the OHP may be cause for suspension of all obligations of Interior and the State of California (State) under this agreement.
3. However, failure of the Participant to comply with the terms of this agreement shall not be cause for the suspension of all such obligations if, in the judgement of the OHP, such failure was due to no fault of the Participant. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement.

B. Cost Sharing/Matching Requirement.

1. At least 40 percent non-Federal cost-share/match is required for costs incurred under this Agreement. A minimum of 40 percent in eligible non-Federal cost share/match as identified on the cover page of this agreement, that is allowable and properly documented, must be expended for work approved under Scope of Work during the Period of Performance in addition to the Federal grant share.
2. Non-monetary contribution may constitute part or all of the Participant's match. Valuation of such contribution shall be set forth by the OHP.
3. Failure to expend the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.
4. Non-Federal cost share or match must meet the same requirements as the Federal share.
5. The OHP shall not pay federal funds hereunder if the Participant has used financial assistance under any other federal program or activity (not including federal revenue sharing funds, community block grants, and any other federal funds allowable as match) as a match on the project.

- C. **Agreement Amendment.** This agreement may be amended only by agreement in writing executed by both of the parties hereto.

D. Agreement Termination

1. The Participant may, upon written notice to the OHP, unilaterally terminate this agreement at any time prior to the commencement of the project.
2. The OHP may, upon written notice to the Participant, unilaterally terminate this agreement at any time prior to the commencement of the project.
3. The project shall be deemed commenced when the Participant makes any expenditure or incurs any obligations with respect to the project.
4. After the project commences, the Participant and the OHP may terminate the agreement by mutual consent, in which case they shall negotiate termination conditions.

- E. **Non-Compliance.** If the Participant materially fails to comply with the terms of the agreement, the OHP shall provide written notice of non-compliance, which states the nature of the deficiency. If the Participant is still not in compliance in thirty (30) days after receipt of the notice, the OHP may in addition to other remedies: (1) withhold cash payments until deficiency is removed; (2) terminate the agreement and make no further payments hereunder; (3) disallow costs; and (4) disqualify the Participant from further subgrants.
- F. **Indemnification.** The Participant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement, except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees. The Participant shall indemnify the State and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, development, construction, operation, or maintenance of the project. Participant shall waive and indemnify State only in proportion to and to the extent that such claims, damages, losses, costs, and/or expenses of indemnification are caused by or result from the negligent or intentional acts or omission of Participant, its officers, agents, or employees.
- G. **Severability.** This agreement shall be governed by the laws of the State of California. If any provision of the agreement, including without limitation these General Conditions shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any other way be affected or impaired.
- H. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- I. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- J. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

II. PROJECT EXECUTION

- A. **Standards.** The Participant shall carry out its work in accordance with the "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation", including standards for planning, identification, evaluation, registration, historical documentation, architectural and engineering documentation, archaeological

documentation, historic preservation projects, and professional qualifications, as published in the Federal Register, September 29, 1983 (Vol. 48, No. 190), pp. 44716 et seq..

- B. Qualifications.** If the project scope requires research in history, architectural history, or archeology, the Participant shall ensure that the principal investigator meets the applicable Secretary of the Interior's professional qualifications standards. If the project scope requires architectural plans, the Participant shall ensure that the architect producing those plans meets the applicable Secretary of the Interior's professional qualifications standards. If the project scope requires an expert practitioner in another field, the Participant shall ensure that such expert meets standards of education and experience similar to those of the Secretary of the Interior's professional qualifications standards.
- C. OHP Review.**
1. After selection of an employee or contractor to perform professional work outlined in the previous paragraph, but before making any financial commitment to that person, the Participant shall submit the person's resume to the OHP for review. The OHP shall either approve or disapprove use of the person on the project within twenty (20) working days after receipt of the resume. The Participant may consider failure of the OHP to respond within the period to constitute approval.
 2. When requested to do so by the OHP, the Participant shall make available to the OHP draft reports, studies, plans, drawings, or other preliminary documents prepared during the project. The Participants shall permit periodic site visits by the OHP to ensure that work is progressing on scheduled and according to applicable instructions and standards.
- D. Reporting.**
1. As outlined in this agreement, or date approved by the OHP, the Participant shall furnish to the OHP all final work products mentioned in the project scope and elsewhere in this agreement.
 2. Participant shall submit progress reports and interim work products on the dates indicated in this agreement. Progress reports shall be in such form and contain such information as the OHP instructs.
 3. The OHP shall not be obligated to provide federal funds for work products that, in the opinion of the OHP, do not conform to the terms of this agreement or to the applicable Secretary of the Interior's Standards.
 4. As outlined in this agreement, the Participant shall furnish to the OHP a final performance report, acceptable to the OHP, which compares actual accomplishments to planned objectives and, if appropriate, gives reasons that the objectives were not met as planned. The OHP shall provide further instructions for form the form and content of the final report.

III. FINANCIAL ADMINISTRATION

- A. Financial Management.** The Participant shall use a financial management system that: permits the preparation of financial reports required herein, permits the preparation of financial reports required herein, provides an accounting of funds expended on the project, and follows the standards set forth by the Office of Management and Budget Circulars referenced herein. The Participant shall expend funds only on allowable costs as set forth in the budget established in the approved project notification.

- B. Determination of Value of Goods and Services.** Goods in the form of equipment, whether owned, purchased, leased, or donated, will be valued on a use basis of actual costs of operation or of purchase or lease or prevailing costs of goods if donated. Residual market value of purchased equipment shall be credited to project costs upon completion. Goods in the form of supplies and material will be valued at actual direct costs to Participant or, if donated, according to the prevailing costs in the marketplace. Services will be valued in the actual amounts of salaries, wages, and direct overhead costs expended on the project.
- C. Volunteer Services.**
1. Volunteer services will be valued for contribution purposes at the rates paid for similar technical skills and work in other activities. Specific procedures for the Participant in establishing the value of in-kind contributions from non-Federal third parties are set forth below:
 2. Valuation of Volunteer Services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteered service maybe counted as cost sharing or matching if the service is an integral and necessary part of an approved program.
 3. Rates for Volunteer Services: Rates for volunteers should be consistent with those paid for similar work in other activities of state and local government. In those instances in which the required skills are not found in the Participant's organization, rates should be consistent with those paid for similar work in the 15 labor markets in which the Participant competes for the kind of services involved. Volunteers with no historic preservation education or experience may claim only the minimum wage rate.
 4. Volunteers Employed by Other Organizations: When an employer, other than the Grantee, furnishes the services of an employee, these services shall be valued at the employee's regular rate of any (exclusive of fringe benefits and overhead costs), provided these services are in the same skill for which the employee is normally paid. This rate shall not exceed the maximum daily rate of compensation for a GS-18 position in the federal civil service, as established by law.
- D. Billing.**
1. Taking into account a four-to-six-week delay between the time a payment request is submitted to the OHP and the time the OHP provides the requested federal funds, the Participant shall submit its payment requests so as to minimize the time elapsing between receipt and disbursement of funds.
 2. The Participant shall have sufficient working capital to ensure that the project progresses on schedule even though payments from the OHP are unexpectedly delayed.
 3. When seeking reimbursements, the Participant shall base its billings upon financial records for both the federal and nonfederal shares of project costs which are supported by appropriate documentation. All reimbursement requests shall be accompanied by copies of timesheets, cancelled checks, receipts, etc., for OHP's verification before payment.
 4. The Participant shall submit billings during the project period for this agreement. The final billing statement with documentation sufficient for audit dated prior to end of the contract period, shall be submitted with the Final Report as described in this agreement.

5. Participant may also submit supplemental billing statements during the project period with progress reports but must include an itemization of expenditures or receipts or timesheets of work completed.
6. The Participant shall submit billings on the billing statement form (DPR 417) prescribed by the OHP. The OHP need not make payment on billings submitted in other formats. The Participant shall submit billings in duplicate, each with an original signature, to: Office of Historic Preservation, Department of Parks and Recreation, ATTN: Fiscal and Grants Coordinator, 1725 23rd Street, Suite 100, Sacramento CA 95816. The Participant shall ensure that the billing form bears the signature of the Participant's project representative.
7. After reviewing each billing for accuracy and appropriateness, the OHP shall pay the least of the following: (a) sixty percent of the amount of the total project costs incurred during the billing period shown on the billing; (b) the amount of cash outlays made during the billing period as shown on the billing; and (c) the amount of federal grant funds available for support of the project as shown in the project funding section of this agreement.
8. The OHP will not reimburse more than ninety (90%) percent of allocated grant funds until the OHP has verified completion of the project, and if necessary, until an audit approval has been received by the OHP for the Audits Section of the Department of Parks and Recreation.

E. Approved Indirect Rate. The federally negotiated indirect rate plus administrative costs to be applied against this agreement shall not by statute 54 U.S.C. 302902, commonly known as Section 102(e) of the NHPA, exceed 25 percent of the total project cost. Indirect costs will not be allowable charges against this agreement unless specifically included as a line item in the approved budget incorporated into this agreement. If indirect costs are allowable charges, a copy of the Participant's approved negotiated indirect rate shall be provided to the OHP.

F. Pre-Award Incurrence of Costs. The Participant shall be entitled to costs incurred on or after Start date. In accordance with 2 CFR 200.458, such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Awarding agency. Pre-award costs shall only be applied to the non-Federal cost share and are not eligible for reimbursement.

IV. CHANGES

- A. **Budget.** The Participant and OHP understand that the Participant is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make program changes to the project.
- B. **OHP Approval.** Notwithstanding the provisions of the foregoing paragraph, the Participant shall obtain from the OHP prior approval for: (a) any substantive revision of the scope, objectives, or budget of the project; (b) extension of the need for federal funds; (c) changes in key persons, including all persons filling positions for which the incumbent must meet the Secretary of the Interior's professional qualifications standards; (d) additional contracts or hiring to perform activities that are central to the project; and (e) new or revised performance or reporting milestones. The Participant shall make requests for such changes in writing. The OHP shall approve or disapprove in writing. If

appropriate, the Participant and the OHP shall amend this agreement to include approved changes.

V. REPORTS AND RECORDS

- A. **General.** All Participant financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR 200-200.337 and the Historic Preservation Fund Grants Manual.
- B. **Service Records.** Records of personal services contributions, whether paid or volunteer, shall include timesheets bearing the signature of the person whose time is contributed and of the supervisor verifying that the record is accurate. "Personnel Activity Reports" as specified in OMB Circular A-21 and its successors shall be acceptable as documentation of time spent on this project by "professional" and "professorial" staff. Volunteer records shall show the actual hours worked, the specific duties performed, and the basis for determining the rate of contribution. These records shall be included with the audit material. The Participant shall keep such records, maps, and reports as the OHP and Interior prescribe, including records that fully disclose the dispositions by the Participant of federal grant funds, total cost of the project, the amount and nature of that portion of the cost of the project supplied by other sources, and such other records as will facilitate an effective audit.
- C. **Financial Records.** During its regular office hours, the Participant shall make financial records available to the OHP, Interior, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of inspection, copying, and audit. The Participant shall provide copies of such records to the OHP if requested to do so by the OHP and shall retain such records for three years following project termination. Project records shall be retained by Participant for three years following project completion or longer until notification that the Federal audit covering the project has been closed.
- D. **Single Audit Act.** If a local government, the Participant shall comply with the Single Audit Act of 1984, and furnish the OHP with a copy of the audit report within thirty (30) days after issuance. If a university or nonprofit organization, the Participant shall comply with the audit requirements of OMB Circular A-133. The Participant shall reimburse the OHP for costs disallowed during an audit.
- E. **Publications.** In regard to all copyrightable material, which are produced as a deliverable under this project, including but not limited to books reports, plans, photographs, drawings, films, recordings, videotapes, and computer programs, which are produced as part or result of this project, the Participant must grant the United States of America a royalty-free non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use of others, of all copyrightable material first produced or composed under this Agreement by the Participant, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
1. Any publications resulting from the project shall contain the following statements: "The activity which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, Department of the Interior, through the

California Office of Historic Preservation. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the California Office of Historic Preservation, nor does mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the California Office of Historic Preservation. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally assisted programs on the basis of race, color, sex, age, disability, or national origin. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127

2. The Participant shall provide three copies of all publications to the OHP no later than at the end of the project period.

VI. OTHER REQUIREMENTS

A. **OMB Circulars and Other Regulations.** The following Federal Regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

1. **Administrative Requirements:**
 - a. 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
2. **Determination of Allowable Costs:**
 - a. 2 CFR 200, Subpart E, "Cost Principles"
3. **Audit Requirements:**
 - a. 2 CFR 200, Subpart F, "Audit Requirements"
4. **Code of Federal Regulations/Regulatory Requirements:**
 - a. 2 CFR 182 and 1401, "Government-wide Requirements for a Drug-Free Workplace"
 - b. 2 CFR 180 and 1400, "Non-Procurement Debarment and Suspension" (previously located at 43 CFR, 42, "Government wide Debarment and Suspension (NonProcurement)")
 - c. 43 CFR 18, "New Restrictions on Lobbying"
 - d. 2 CFR 175, "Trafficking Victims Protections Act of 2000"
 - e. FAR Clause 52.203-12, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions"
 - f. 2 CFR 25, "System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS)"
 - g. 2 CFR 170, "Reporting Subawards and Executive Compensation" or FFATA (Refer to XII.B.11)

B. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §2000d et seq.); Title V. Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities religion, age, or sex.

- C. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violation of section 1352(a) title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008(P.L. 110-161) also apply.
- D. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- E. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- F. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the OHP and the Assignee.
- G. **Member of Congress.** Pursuant of 41 U.S.C. §22. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- H. **Agency.** The Participant is not an agent or representative of the United States, the Department of the Interior, NPS, or the State, nor will the Participant represent its self as such to third parties. NPS and State employees are not agents of the Participant and will not act on behalf of the Participant.
- I. **Non-Exclusive Agreement.** This Agreement in no way restricts the Participant or OHP from entering into similar agreements or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

- J. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS or OHP and Participant or its representatives. No representative of Participant shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- K. **No Third-Party Right.** This Agreement creates enforceable obligations between NPS, OHP and Participant. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
- L. **Foreign Travel.** The Participant shall comply with the provisions of the Fly American Act (49 U.S.C. 40118). The implementing regulations of the Fly American Act are found at 41 CFR 301-10.131 through 301-10.143.
- M. **Public Information and Endorsements**
1. Participant shall not publicize or otherwise circulate promotional material (such as advertisement, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Participant represents. No release of information relating to this award may state or imply that the Government approves of the Participant's work product to be superior to other or services.
 2. Participant must provide a digital copy of any public information releases concerning this award that refer to the Department of the Interior, National Park Service, OHP or Historic Preservation Fund. Specific text, layout photographs, etc. of the proposed release may be submitted for prior approval.
 3. As stipulated in 36 CFR 800, public views and comments regarding all Federally-funded undertaking on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a press release regarding the undertaking under this grant in on or more major newspapers or news sources that cover the area affected by the project within 30 days of receiving the signed grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.
 4. The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.
- N. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with other; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

O. **Audit Requirements**

1. Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR 200, Subpart F.
2. Non-federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
3. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/Default.aspx>.

P. Procurement Procedures. It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

Q. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of the text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned, or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

R. Seat Belt Provision. The Participant is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented or personally owned vehicles. These measures include, but are not limited to,

conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

S. Participant Employee Whistleblower Rights and Requirement to Inform Employees of Whistle-blower Rights.

1. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistle-blower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act of Fiscal Year 2013 (P.L. 112-239).
2. The Participant shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 41 U.S.C. 4712.
3. The Participant shall insert the substance of this clause, including this subsection (3), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR §52.203-17 (as referenced 42 CFR §3.908-9).

T. Reporting Executive Compensation

1. Reporting Total Compensation of Participant Executives.
 - a. Applicability and what to report. You must report total compensation of each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - i. The total Federal funding authorized to date under this award is \$25,000.00 or more; and,
 - ii. In the preceding fiscal year, you received:
 - 1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subawards) and/or Federal financial assistance subject the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 2) Those revenues are greater than \$25,000,000 annually; and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) 78o(d) or section 6104 of the Internal Revenue Code of 1986. (to determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report executive total compensation described in Section 1.a of this award condition:
 - i. As part of Participant registration profile at <http://www.sam.gov>
 - ii. By the end of the month following the month in which this award is made , and annually thereafter.
2. Reporting of Total Compensation of Subrecipient Executives.
 - a. Applicability and what to report. Unless you are exempt as provided in Section 4 of this award condition, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 - i. In the subrecipient's preceding fiscal year, the subrecipient received:

- 1) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 2) \$25,000,000.00 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. Where and when to report. You must report subrecipient executive total compensation described in Section 3.a of this award condition:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e. between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
3. Exemptions.
 - a. If, in the previous tax year, you had gross income, from all sources, under \$300,000.00, you are exempt from the requirements to report:
 - i. Subawards; and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
 4. Definitions. For purposes of this award condition:
 - a. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization.
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - b. Executive means officers, managing partners, or any other employees in management positions.
 - c. Subaward.
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and

- ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229-402(d)(2):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or properties) for the executive exceeds \$10,000.00.

U. Conflict of Interest

1. The Participant must establish safeguards to prohibit its employees from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Participant is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Participant or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Participant and/or Participant's employees and Sub-recipients in the matter.
2. The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
3. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR part 180).

V. Minimum Wages Under Executive Order 13658 (January 2015)

1. Definitions. As used in this clause:
 - a. "United States" means the 50 states and the District of Columbia.
 - b. "Worker"

- i. Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13568; and
 - ii. Whose wage under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);
 - iii. Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR 541.
 - iv. Regardless of the contractual relationship alleged to exist between the individual and the employer.
 - v. Includes workers performing on, or in connection with, the agreement whose wages are calculated to special certificates issued under 29 U.S.C. §214(c).
 - vi. Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
2. Executive Order Minimum Wage rate.
- a. The Participant shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.60 per hour beginning January 1, 2019.
 - b. The Participant shall adjust the minimum wage paid, if necessary, beginning January 1, 2019, and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determination in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
 - c. The Participant may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
 - i. Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Participants shall consider any Subrecipient requests for such price adjustment.
 - ii. The Awarding Officer will not adjust the agreement price under the clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implements the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
 - d. The Participant warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

- e. The Participant shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Participant may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR §10.23, Deductions.
 - f. The Participant shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
 - g. Nothing in this clause shall excuse the Participant from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
 - h. The Participant shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
 - i. The Participant shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30.00 a month in tips.
3. This clause applies to workers as defined in Section 1.b of this agreement condition. As provided in that definition:
- a. Workers are covered regardless of the contractual relationship alleged to exist between the Participant or Subrecipient and the worker;
 - b. Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
 - c. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
4. This clause does not apply to:
- a. Fair Labor Standards Act (FLSA) - covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20% of their hours worked in a particular workweek performing in connection with such agreements;
 - b. Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. §213 (a) and (b), unless otherwise covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:
 - i. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(a).
 - ii. Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(b).
 - iii. Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. §213(a)(1) and 29 CFR 541).
5. Notice. The Participant shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the

applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Participant shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whl/govcontracts, in a prominent and accessible place at the worksite. Participants that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Participant, whether external or internal, and customarily use for notices to workers about terms and conditions of employment.

6. Payroll Records
 - a. The Participant shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
 - i. Name, address, and social security number,
 - ii. The worker's occupation(s) and classification(s);
 - iii. The rate or rates of wages paid;
 - iv. The number of daily and weekly hours worked by each worker;
 - v. Any deductions made; and
 - vi. Total wages paid.
 - b. The Participant shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Participant shall also make such records available upon request of the Contracting Officer.
 - c. The Participant shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
 - d. Failure to comply with this paragraph (e) shall be a violation of 29 CFR §10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
 - e. Nothing in this clause limits or otherwise modifies the Participant's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
7. Access. The Participant shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
8. Withholding. The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld from the Participant under this or any other Federal agreement with the same Participant, sufficient to pay workers the full amount of wages required by this clause.
9. Disputes. Department of Labor has set forth in 29 CFR §10.51, Disputes concerning the Participant's compliance with Department of Labor regulations at 29 CFR §10. Such disputes shall be resolved in accordance with those. This includes disputes between the Participant (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
10. Antiretaliation. The Participant shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
11. Subcontractor compliance. The Participant is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

W. **Patents and Inventions.** Participants of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.



City Council Agenda Report

ITEM NO. 12

DATE: November 3, 2021

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Brian Solinsky, Police Chief
Alison Wehrle, Management Analyst

SUBJECT: **Authorization to Accept Grant Award in the Amount of \$50,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager or designee to accept a grant award in the amount of \$50,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program into Revenue Account 101-0000-0000-5073-001;
2. Appropriate \$49,900 into 101-4010-4011-7050-000 Overtime – DUI Checkpoint and \$3,500 into 101-4010-4011-8022 OTS Grant Expenses; and
3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Executive Summary

The South Pasadena Police Department applied for and received a grant award from the California Office of Traffic Safety, otherwise known as the Strategic Traffic Enforcement Program, in the amount of \$50,000 to provide additional traffic safety to the City at no net cost.

To access funding, the South Pasadena Police Department was required to submit an application and scope of work outlining the proposed activities, approach, and budget.

Discussion / Analysis

The California Office of Traffic Safety's Strategic Traffic Enforcement Program grant funding is specifically directed toward law enforcement traffic safety operations. Safe movement throughout the city is an ongoing high priority at both the state and local levels, particularly as South Pasadena has experienced a substantial impact as a result of increased local traffic. Following the construction of the Gold Line and several Safe Routes to school initiatives, there has been a significant increase in the number of community members and visitors who, in lieu of driving, are opting to use bicycles and train as alternative transportation. This grant award would support and enhance the South Pasadena

Police Department's efforts to promote safe movement throughout the City. The Strategic Traffic Enforcement Program grant program would be implemented and administered by the South Pasadena Police Department in three phases. Phase one consists of the creation of operational plans, training, and a press release announcing the grant award.

In phase two, the South Pasadena Police Department would begin conducting various traffic safety operations, including bicycle and pedestrian enforcement operations, Driving Under the Influence (DUI) saturation patrols, DUI check points, distracted driving operations, traffic enforcement operations, and motorcycle safety operations. Phase three would consist of data collection, analysis, and comparison of the grant performance measures against actual grant enforcement and educational goals. Additionally, the grant would include two DUI checkpoints, five DUI saturation patrols, and two presentations regarding traffic safety; participation in the National Highway Traffic Safety Administration Summer and Winter Mobilization to effectively address DUI drivers; participation in the annual National Distracted Driving Awareness Month in April 2022; and participation in the annual Click It or Ticket mobilization period in May 2022. With this grant, the goal is to utilize both education and enforcement strategies to provide enhanced roadway safety for residents and visitors to the City of South Pasadena while also ultimately reducing the number of persons killed or injured in all categories of traffic collisions.

Background

The South Pasadena Police Department has been awarded a grant in the amount of \$50,000 from the Office of Traffic Safety for a year-long program of special enforcement and education efforts to prevent traffic-related deaths and injuries. The South Pasadena Police Department would use the funding as part of the City's ongoing commitment to maintain safe roadways to improve quality of life. The Strategic Traffic Enforcement Program grant would provide funding for an array of best practice strategies to impact traffic safety including training, community education, and strategic enforcement to promote bicycle, pedestrian, and motorist safety for all ages.

Fiscal Impact

The City of South Pasadena will receive an award in the amount of \$50,000 from the Office of Traffic Safety for the Strategic Traffic Enforcement Program. No local matching funds are required. Staff is requesting an appropriation of \$49,900 into 101-4010-4011-7050-000 Overtime – DUI Checkpoint and \$3,500 into 101-4010-4011-8022 OTS Grant Expenses. A sum of \$20,000 from Fiscal Year 2021 was already appropriated into the 101-4010-4011-7050-000 Overtime – DUI Checkpoint account for Fiscal Year 2022. The fiscal year for the California Office of Traffic Safety spans from October through September, whereas the City's fiscal year goes from July through June. The remaining balance from the OTS FY 2021 Q4 will be expended in FY 2022 for the City, included on top of the \$50,000 award.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15061 (b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment.





Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

1. Grant Agreement between the City of South Pasadena and the Office of Traffic Safety for the Strategic Traffic Enforcement Program

ATTACHMENT 1
Grant Agreement between the City of South
Pasadena and the Office of Traffic Safety for the
Strategic Traffic Enforcement Program

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY South Pasadena	3. Grant Period From: 10/01/2021 To: 09/30/2022
4. AGENCY UNIT TO ADMINISTER GRANT South Pasadena Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$50,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Shannon Robledo TITLE: Lieutenant EMAIL: srobledo@southpasadenaca.gov PHONE: (626) 403-7269 ADDRESS: 1414 Mission Street South Pasadena, CA 91030  _____ (Signature)	B. AUTHORIZING OFFICIAL ADDRESS: Brian Solinsky Chief of Police bsolinsky@southpasadenaca.gov (626) 403-7273 1414 Mission Street South Pasadena, CA 91030  _____ (Signature)
Aug 26, 2021 _____ (Date)	Aug 30, 2021 _____ (Date)
C. FISCAL OFFICIAL ADDRESS: Albert Trinh Finance Manager atrinh@southpasadenaca.gov (626) 403-7256 1414 Mission Street South Pasadena, CA 91030  _____ (Signature)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  _____ (Signature)
Aug 30, 2021 _____ (Date)	Sep 2, 2021 _____ (Date)

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. SAM INFORMATION</p> <p>SAM #: WB8MAY5ZZTK4 REGISTERED ADDRESS: 1422 Mission Street CITY: South Pasadena ZIP+4: 91030-3214</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-22	20.608	0521-0890-101	2021	21/21	BA/21	\$30,000.00
402PT-22	20.600	0521-0890-101	2021	21/21	BA/21	\$20,000.00
					AGREEMENT TOTAL	\$50,000.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					\$50,000.00	
<p><i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i></p>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					\$ 0.00	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
<i>Carolyn Vu</i>			Aug 30, 2021	\$50,000.00		

<p>1. PROBLEM STATEMENT</p> <p>The City of South Pasadena is located in the west San Gabriel Valley in Los Angeles County. The City encompasses 3.4 square miles and is home to approximately 26,000 residents. Though predominately a residential city, South Pasadena lies in the middle of several major freeway systems, including Highway 134, Highway 60, 110 Parkway, and the 210, 710, and 10 freeways. There are multiple major surface arterial streets that bisect the city and connect these freeway systems together, increasing the volume of commuter traffic. A 2014 traffic flow study conducted by Minagar and Associates showed that the daytime population increased to approximately 138,000, a population increase of over 112,000 members (See attached daily traffic flow map).</p> <p>Though there are minor fluctuations in the volume of reported incidents between 2015-2020, there is a persistent trend that indicates that traffic-related incidents continue to pose a significant issue within the City. The number of non-injury accidents, DUI arrests, and citations issued shows that traffic enforcement, education, and engineering are areas that need to be continuously addressed. In 2019, officers issued 2,910 citations and made 60 DUI arrests; comparatively, in 2020, officers issued 3,599 citations and made 34 DUI arrests.</p> <p>Between 2015-2019, there was an average of one fatal traffic crash a year. In 2020, there were three fatal traffic crashes, and two involved motorcyclists exceeding the speed limit. One of the motorcyclists struck a commercial truck on one of the city's main thoroughfares. Commercial trucks utilize the main corridors in South Pasadena to conduct business. Even though the City of South Pasadena has adequate signage designating truck routes, the need for more enforcement is needed to preserve the integrity of our roadways. Checkpoints are historically conducted when staffing permits. The South Pasadena Police Department intends to educate commuters through enforcement within the geographic areas and time frames shown to have the highest volume of reported incidents. By focusing on these areas, the City hopes to reduce injury crashes and increase driver safety awareness. In 2020, The South Pasadena Police Department handled 26,858 calls for service. Our average staffing levels at the time consisted of three patrol officers and one supervisor.</p>	
<p>2. PERFORMANCE MEASURES</p> <p>A. Goals:</p> <ol style="list-style-type: none"> 1. Reduce the number of persons killed in traffic crashes. 2. Reduce the number of persons injured in traffic crashes. 3. Reduce the number of pedestrians killed in traffic crashes. 4. Reduce the number of pedestrians injured in traffic crashes. 5. Reduce the number of bicyclists killed in traffic crashes. 6. Reduce the number of bicyclists injured in traffic crashes. 7. Reduce the number of persons killed in alcohol-involved crashes. 8. Reduce the number of persons injured in alcohol-involved crashes. 9. Reduce the number of persons killed in drug-involved crashes. 10. Reduce the number of persons injured in drug-involved crashes. 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes. 	
<p>B. Objectives:</p> <ol style="list-style-type: none"> 1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to 	<p>Target Number</p> <p>1</p>

your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	8
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	8
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
10. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
11. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
12. Conduct highly visible collaborative Traffic Enforcement operations	2
3. METHOD OF PROCEDURE	
A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)	
<ul style="list-style-type: none"> • The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. • All training needed to implement the program should be conducted this quarter. • All grant related purchases needed to implement the program should be made this quarter. • In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly. • Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. 	
<u>Media Requirements</u>	
<ul style="list-style-type: none"> • Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the 	

November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-22	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$30,000.00
402PT-22	20.600	State and Community Highway Safety	\$20,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-22	\$8,000.00	2	\$16,000.00
DUI Saturation Patrols	164AL-22	\$1,500.00	8	\$12,000.00
Traffic Enforcement	402PT-22	\$1,200.00	8	\$9,600.00
Distracted Driving	402PT-22	\$1,200.00	3	\$3,600.00
Pedestrian and Bicycle Enforcement	402PT-22	\$1,200.00	2	\$2,400.00
Collaborative Traffic Enforcement	402PT-22	\$1,100.00	2	\$2,200.00
Traffic Safety Education	402PT-22	\$350.00	2	\$700.00
Category Sub-Total				\$46,500.00
B. TRAVEL EXPENSES				
In State Travel	402PT-22	\$1,500.00	1	\$1,500.00
				\$0.00
Category Sub-Total				\$1,500.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-22	\$2,000.00	1	\$2,000.00
Category Sub-Total				\$2,000.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$50,000.00

GRANT AGREEMENT

Schedule B-1

BUDGET NARRATIVE
<p>PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel</p>
<p>Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.</p>
<p>TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.</p>
<p>CONTRACTUAL SERVICES -</p>
<p>EQUIPMENT -</p>
<p>OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.</p>
<p>INDIRECT COSTS -</p>
<p>STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.</p> <p>Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.</p>

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



City Council Agenda Report

ITEM NO. 13

DATE: November 3, 2021

FROM: Arminé Chaparyan, City Manager *Ae*

PREPARED BY: Lucy Demirjian, Director of Management Services
Andrew L. Jared, City Attorney

SUBJECT: **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, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City**

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, authorizing the City Manager to take all necessary actions as the Director of Emergency Services, and authorizing remote teleconference meetings of the legislative bodies of the City.

Discussion/Analysis

On March 12, 2020, Governor Gavin Newsom signed Executive Order N-25-20 giving state and local public health officials the authority to issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences or other mass events. In response to the COVID-19 statewide emergency, the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency on March 18, 2020.

Most recently, on September 17, 2021, the Los Angeles County Public Health Officer issued a revised order, Responding Together At Work and In the Community, requiring operators of indoor bars and lounges to verify the COVID-19 vaccination status of their patrons and employees.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (AB 361) which amends the Ralph M. Brown Act to allow meetings of legislative bodies to be conducted via teleconference under certain conditions.

AB 361 allows a local agency legislative body to hold a meeting utilizing teleconferencing without complying with the Brown Act's standard teleconferencing requirements if the Governor has proclaimed a State of Emergency and any of the following circumstances are present:

- State or local officials have imposed or recommended measures to promote social distancing.
- The meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body has determined by majority vote that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

If those circumstances are met and the City passes a resolution authorizing holding meetings by teleconference, then the City may hold meetings by teleconference if they comply with the following standards:

- Notice of the meeting must be given as required by the Brown Act.
- The agenda must state how members of the public can access the meeting and offer public comment, including attendance by call-in option and/or internet-based service option. If the meeting broadcast or access to participation is disrupted (e.g., by technology issues), the City cannot take further action on agenda items until public access to the meeting is restored.
- The City cannot require public comments be submitted in advance of the meeting, but instead must provide an opportunity for real-time participation by members of the public. The City can encourage public comment be submitted before meetings.
- If the City provides a timed public comment period for each agenda item (i.e., 20 minutes per item), it cannot close public comment until that time period has concluded. If the City does not provide a timed public comment period for each agenda item, then it must allow a reasonable amount of time for members of the public to participate.

Background

Beginning in March 2020, Governor Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. Executive Orders—N-25-20, N-29-20, and N-35-20 (Brown Act Orders) waived requirements in the Brown Act expressly or impliedly requiring the physical presence of city councilmembers, staff, or the public at local agency meetings. Specifically, the orders:

- waived the requirement that local agencies provide notice of each teleconference location from which a member of the legislative body will be participating in a public meeting,
- waived the requirement that each teleconference location be accessible to the public,
- waived the requirement that members of the public be able to address the legislative body at each teleconference conference location,
- waived the requirement that local agencies post agendas at all teleconference locations, and,
- waived the requirement that at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

On June 11, 2021, the Governor issued Executive Order N-08-21, to begin winding down some of the prior measures that were adopted to respond to COVID-19. Notably, N-08-21 rescinds the Brown Act Orders, effective September 30, 2021.

On March 18, 2020, pursuant to Government Code Section 8630(c), the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency, restricting private and public gatherings, and establishing protections for residential and commercial tenants, among other things. The City has renewed the declaration of local emergency on May 5, 2020 (Resolution No. 7648), on June 17, 2020 (Resolution No. 7657), on August 5, 2020 (Resolution No. 7669), on August 19, 2020 (Resolution No. 7678), on October 21, 2020 (Resolution No. 7685), on December 16, 2020, (Resolution No. 7690), on February 17, 2021 (Resolution No. 7703), on April 7, 2021 (Resolution No. 7713), June 2, 2021 (Resolution No. 7721), July 21, 2021 (Resolution No. 7726), and September 15, 2021 (Resolution No. 7732).

On September 16, Governor Newsom signed AB 361, which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the Brown Act Orders. Unlike the Brown Act Orders, AB 361 requires the City to make affirmative findings to take advantage of the more flexible teleconferencing standards.

AB 361 added Government Code section 54953, subdivision (e)(3), which states:

“If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference ... the legislative body shall, not later than 30 days after teleconferencing for the first time ... and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.”

The attached resolution makes the necessary findings authorizing the City to use teleconferenced meetings for the next 30 days. The City will need to adopt a resolution finding a public need to host teleconferenced meetings at subsequent meetings if it desires to maintain fully remote or hybrid meetings.

The proposed actions to preserve life, property, and public order are consistent with California Government Code section 8634 and South Pasadena Municipal Code Chapter 11.

The City of South Pasadena is committed to keeping our community safe amidst the recent surges in COVID-19 cases. Since the June 15 reopening of everyday activities in the State of California, there has been a nationwide rise in new COVID-19 cases because of the more contagious Delta variant. The Los Angeles County Department of Public Health continues to

track variant cases in Los Angeles County. The most dominant circulating variant in the County continues to be the highly transmissible Delta variant.

Legal Review

The City Attorney's office has reviewed this item.

Fiscal Impact

With the State declaration of a health emergency, local COVID-19 response efforts may be eligible for state or federal reimbursement. The costs of responding to COVID-19 are unknown at this time due to evolving conditions but are being tracked by staff. The costs of conducting teleconference meetings have been factored into the City's budget.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachment:

1. City Council Resolution

**CITY OF SOUTH PASADENA
RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
CONTINUING ITS PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE
OUTBREAK OF COVID-19, RATIFYING THE PROCLAMATION OF A STATE OF
EMERGENCY BY THE DECLARATION OF A STATE OF EMERGENCY BY
GOVERNOR NEWSOM, AND AUTHORIZING REMOTE TELECONFERENCE
MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA
FOR THE PERIOD OF NOVEMBER 3 THROUGH DECEMBER 2,
PURSUANT TO BROWN ACT PROVISIONS**

WHEREAS, the City of South Pasadena is committed to preserving and nurturing public access and participation in the meetings of its legislative bodies; and

WHEREAS, all meetings of the City of South Pasadena’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID; and

WHEREAS, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors and the Los Angeles County Health Officer declared a local emergency and a local health emergency, respectively, as a result of COVID-19; and

WHEREAS, on March 18, 2020, the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency, restricting private and public gatherings, and establishing protections for residential and commercial tenants, among other things; and the South Pasadena City Council has renewed the declaration of local emergency on May 6, 2020 (Resolution No. 7648), June 17, 2020 (Resolution No. 7657), August 5, 2020 (Resolution No. 7669), August 19, 2020 (Resolution No. 7678), October 21, 2020 (Resolution No. 7685), December 16, 2020 (Resolution No. 7690), February 17, 2021 (Resolution No. 7703), April 7, 2021 (Resolution No. 7713), June 2, 2021 (Resolution No. 7721), July 21, 2021 (Resolution No. 7726), and September 15, 2021 (Resolution No. 7732); and

WHEREAS, On September 16, 2021, Governor Newsom signed AB 361, which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the Brown Act Orders; and

WHEREAS, on September 17, 2021, the Los Angeles County Public Health Officer issued a revised order, Responding Together At Work and In the Community, requiring operators of indoor bars and lounges to verify the COVID-19 vaccination status of their patrons and employees; and

WHEREAS, as recently as September 28, 2021, the Los Angeles County Public Health Officer issued latest revised order, Responding Together At Work and In the Community, to clarify that starting November 1, 2021, operators of Outdoor Mega Events are required to cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification for all attendees who are 18 years of age or older.

WHEREAS, the City previously adopted Resolution No. 7734 finding that the requisite conditions exist for the City of South Pasadena to conduct teleconference meetings under California Government Code section 54953(e); and

WHEREAS, Government Code section 54953(e)(3) requires the legislative body adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code section 54953(e), and then adopt such findings every 30 days thereafter; and

WHEREAS, the City will continue to ensure public access to meetings of its legislative bodies pursuant to the relevant sections of the Government Code as it has done throughout the Governor's declaration of a State of Emergency.

WHEREAS, the City of South Pasadena desires to continue to have the ability to hold its public meetings by teleconference consistent with Government Code section 54953(e).

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. Proclamation. The City Council does hereby find:

A. That a state of emergency continues to exist within our community, and that the Los Angeles County Department of Public Health continues to impose and recommend measures to promote social distancing;

B. That as a consequence of the State and local emergencies and the physical distancing requirements recommended by the State and local public health officers, the City Council does hereby find that the legislative bodies of the City of South Pasadena may conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

C. That the City will continue to ensure public access to meetings of its legislative bodies pursuant to the relevant sections of the Government Code as it has done throughout the Governor's declaration of a State of Emergency.

SECTION 3. Remote Teleconference Meetings. The City Manager and legislative bodies of the City of South Pasadena are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of December 2, 2021, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of South Pasadena may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Muñoz Acting
Deputy City Clerk

Andrew L. Jared, City Attorney



City Council Agenda Report

ITEM NO. 14

DATE: November 3, 2021

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: H. Ted Gerber, Acting Public Works Director
Arpy Kasparian, Water Conservation & Sustainability Analyst

SUBJECT: **Recommendation to join the San Gabriel Valley Regional Food Recovery Program**

Recommendation

It is recommended that the City Council:

1. Approve participation in the Regional Food Recovery Program led by the San Gabriel Valley Council of Governments (SGVCOG) to comply with the edible food recovery component of Senate Bill 1383; and
2. Authorize the City Manager to execute the Memorandum of Agreement with SGVCOG, and any other designated documents; and
3. Appropriate \$60,705 in General Fund Undesignated Reserves to Public Works Environmental Services Account Number 101-6010-6015-8020-000 (Special Department Expense) to fund South Pasadena's portion of the SGVCOG agreement.

Background

In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. The bill established targets to achieve a 75% reduction in disposal of organic waste by 2025. In addition, the bill aims to rescue at least 20% of currently disposed edible food for the millions of Californians experiencing food insecurity. Pursuant to SB1383, jurisdictions are mandated to provide organics collection services and require all residents and businesses to divert organic waste (yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by the California Department of Resources Recycling and Recovery (CalRecycle). In addition, SB1383 requires jurisdictions to establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement.

Discussion/Analysis

In response to interest from several San Gabriel Valley cities, including South Pasadena, the SGVCOG took the lead on establishing a regional endeavor to comply with SB 1383's edible food recovery regulations. SGVCOG awarded a contract to SCS Engineers to execute six tasks:

- Tasks 1-4 commencing immediately and into early 2022, including (project management, capacity and compliance assessment, public outreach, and a final report); and
- Tasks 5-6 (inspection program development and inspection program implementation) continuing into 2024.

To secure participation in the program and to begin the work, SGVCOG staff is currently executing memorandums of agreement (MOAs) with each participating city. The City of South Pasadena is one of 15 cities who have formally expressed interest in joining the program, other cities include Alhambra, Azusa, Covina, Duarte, El Monte, Glendora, Irwindale, La Canada Flintridge, Monrovia, Monterey Park, Pomona, San Marino, Temple City, and Walnut.

As noted above, the law requires that the City identify the edible food recovery generators that are required to implement edible food recovery programs, connect them with local food recovery organizations, provide annual outreach to the edible food generators about their requirements under SB 1383, and perform annual inspections to ensure they have contracts in place with edible food recovery organizations and are keeping records of all recovered edible food. The City does not have the staff resources necessary to implement a food recovery program. Under SB1383, maintaining a food recovery program is a continuous requirement but the City may delegate its responsibilities with respect to food recovery pursuant to SB 1383 Regulations (Cal. Code. Regs., tit. 14, § 18981.2) either to a regional agency, joint powers agency, or other public or private entity and still be compliant with the law’s requirements. Therefore, joining a regional endeavor that is managed by a regional agency will ensure consistency, efficiency, and meet the City’s regulatory compliance obligation.

Commission Review and Recommendation

This matter was reviewed by the Natural Resources and Environmental Commission (NREC) at their September 28, 2021 meeting and the Commission recommended that the City join the program, noting the limited City staff resources and this cost-effective alternative.

Fiscal Impact

The total cost to participate is \$60,705. No funds have been allocated in the Public Works Department Fiscal Year 2021-2022 budget for the implementation of any SB 1383 requirements. Staff recommends funding the City’s portion of the SGVCOG contractor agreement by appropriating \$60,705 from the General Fund Undesignated Reserves to Public Works Environmental Services Account Number 101-6010-6015-8020-000 (Special Department Expenses).

Environmental Analysis

This project does not consist of operation, repair or maintenance of any existing utility facilities, therefore, per 2021 California Environmental Quality Act (CEQA) Statue and Guidelines, Article 19, Section 15301, this project is exempt from further CEQA analysis.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

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.
2. San Gabriel Valley Regional Food Recovery Program Request for Proposals
3. SCS Engineers Proposal

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

**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.¹
- 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

¹ 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

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

To City: Arpy Kasparian
Water Conservation & Sustainability Analyst
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
(626) 403-7253
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

- 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
Executive Director

Date: _____

Date: _____

ATTEST:

Christina Muñoz
Acting Deputy City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Andrew L. Jared
City Attorney

David DeBerry
General Counsel

ATTACHMENT 2
San Gabriel Valley Regional Food Recovery Program
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**

RFP Schedule (all times are in PDT)	
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 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.

ATTACHMENT 3
SCS Engineers Proposal

RFP NO. 21-13

The San Gabriel Valley Regional Food Recovery Program



4900 Rivergrade Road, Suite A120
Irwindale, California 91706
626-457-1800

SCS ENGINEERS

Proposal No. 010763221 | August 19, 2021

438 S. Marengo Avenue
Pasadena, CA 91101
626-792-9593

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1 COVER LETTER

August 19, 2021
Proposal No. 010763221

Mr. Carlos Garcia
Contracts Manager
San Gabriel Valley Council of Governments
4900 Rivergrade Road, Suite A120
Irwindale, California 91706

Subject: RFP NO. 21-13 – The San Gabriel Valley Regional Food Recovery Program

Dear Mr. Carlos Garcia:

Implementing a commercial food recovery program is important to ensure that SGVCOG members meet state compliance and avoid penalty fees. Due to the legal and logistic complexities of planning and implementing such a major change – performing a thorough commercial organics waste analysis is fundamental for success.

Our Approach to Food Recovery Programs

Our approach includes building a strong foundation of high-quality defensible data and crafting written products that are clear, concise, and visually appealing so your decision process is easier. We are collaborating with Go2Zero, JP Marketing, Ann Zald, and ReCREATE—many of whom we've recently worked with to analyze commercial organic waste, food recovery and donation, and establish SB 1383 plans for municipalities throughout California, to bring you the most experienced, qualified, and dedicated team for this extraordinary effort.

How We Qualify to Help the San Gabriel Valley Council of Governments

We believe we are the best fit to help the participating members of SGVCOG because of the following:

1. **Local** – Working and living in Pasadena, I believe in this community and know how important it is to understand the residents and businesses that call San Gabriel Valley home. Furthermore, should in-person meetings be necessary, we are minutes away.
2. **Expertise** – Our team consists of experts in all facets of food recovery, food donation, data collection and reporting, and regulatory compliance, and has been working in the solid waste industry for 30 plus years. This expertise and longevity is what is needed to complete the project for the member cities with the regulations.
3. **Relevance** – SCS has worked on 14 related SB 1383 projects, which gives us keen insight into the regulatory requirements.

4. As required in the RFP NO. 21-13, please note the following:

SBE Status:	Per Addendum 1, there is no SBE goal required for this project.
Legal Name of Company:	Stearns, Conrad, and Schmidt Engineers (SCS Engineers)
Corporate Address:	3900 Kilroy Airport Way, Suite 100 Long Beach, CA 90806
Corporate Telephone Number:	800-767-4727

I, Michelle Leonard, will be your main point of contact and I am authorized to make representations and negotiations on SCS's behalf. We understand and acknowledge that we are obligated by the RFP NO. 21-13's Addenda. In addition, based on the RFP, we understand that this project does not have an established SBE goal. We have provided our exceptions to the SGVCOG's sample agreement in Appendix A. I acknowledge all of RFP NO. 21-13's addenda and I attest that all information submitted with our proposal is true and correct. This proposal shall remain valid one hundred eighty (180) days from August 19, 2021. My office address is located in the footer of this cover letter. If you have any questions, please feel free to call me at 626-322-3823 or email mleonard@scsengineers.com.

Sincerely,



Michelle P. Leonard
Senior Vice President
SCS Engineers

MPL/psa

2 TECHNICAL PROPOSAL

QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES OF THE PROPOSER

SCS Summary

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS) was established in Southern California as a partnership on the first Earth Day in April 1970. It is now a Virginia S-corporation formed in 1972. SCS is 100-percent owned by its employees, with all of the firm's shares held by the SCS Engineers Employee Stock Ownership Plan (ESOP).

Office Locations

Headquartered in Long Beach, CA, SCS employs 1,000 professional and support staff located in 66 offices nationwide and over **300 staff in 15 offices in California** (see map). We have the locations and reach to engage local jurisdictions, local governments, and industry organizations statewide. Our base of operations for this project will be our Pasadena, CA office, **located in the San Gabriel Valley and only 15 miles from your office.**



National Ranking

Engineering News-Record (ENR) – the engineering industry's pre-eminent rankings publication – ranks SCS (2019 Stats Published 2020):

- The No. 1 or 2 Solid Waste Design firm in the nation (2007 to present).
- The No. 12 Sewer and Waste firm in the nation.
- A top 25 firm for Hazardous Waste Construction.
- The No. 12 Site Assessment and Compliance firm in the nation (out of thousands).

SCS's Financial Condition

SCS consistently operates profitably and has a solid financial base. Our revenues in 2020 were \$251 million – a company record. SCS does not track information on terminations unless the matter has resulted in claims or litigation. SCS has not been terminated for default. SCS has never had a surety complete its work, financed SCS's completion of work or expended monies in connection with a contract for which they furnished a bond. For a list of claims, please see Appendix B.

Specific Expertise in Sustainable Materials Management

Sustainable Materials Management (SMM) refers to the use and re-use of materials across their entire life cycle in the context of reduced waste, improved conservation, and better management of the impacts materials can have on the environment and human health. The concept of SMM is part of a paradigm shift. Recyclables used to be what we kept out of the trash. Now, trash is what we have left over after we reduce, reuse, recycle, and compost.

SCS has an entire practice area devoted to SMM – one of our fastest growing and most vibrant areas of specialization. We are working with a number of solid waste agencies to address sustainable materials management, with programs focused on recycling, organics, education and outreach, business technical assistance, and regulatory compliance.



SCS is working with a number of solid waste agencies to address various aspects of SB 1383. Our clients include:

- City of Davis
- City of Encinitas
- City of Industry
- City of Long Beach
- City of Monrovia
- City of Oakland
- City of Oceanside
- City of San Clemente
- Fresno County
- Los Angeles County
- Merced County Regional Waste Management Authority
- RecycleMore
- RecycleSmart
- Salinas Valley Solid Waste Authority
- San Mateo County
- Santa Clara County
- West Contra Costa County Integrated Waste Management Authority

A listing of all of our solid waste related services, please visit our website www.scsengineers.com.

Skilled Responsive Team

To augment our team, we have partnered with subcontractors whom we have worked with on previous organics related projects, including food rescue and donation, and food waste reduction. Our subcontractors include:

Go2Zero Strategies, LLC | Role: Tier 1 and Tier 2 Edible Food Generators Assessments

Go2Zero Strategies is an independent consulting firm that specializes in Zero Waste, recycling, solid waste management and resource management strategies for businesses and communities. Awarded “Small Business of the Year” by the CA Small Business Administration and “WRAP-Waste Reduction Award Program” by the CA Integrated Waste Management Board, Go2Zero Strategies has made an impact on the way that resources are tracked, managed and preserved throughout California. Go2Zero’s diverse customer base includes municipalities, businesses, hauling firms, non-profit organizations, events, trade shows and educational and training institutions. Go2Zero has been an active participant with SCS supporting the first phase of the SBR program for the County. Their experience includes:

- Los Angeles County Public Works Smart Business Recycling Program & Commercial Institutional Recycling Program
- University of Southern California, Zero Waste Planning
- NASA Services, Los Angeles Bureau of Sanitation – recycLA Program
- Los Angeles County Public Works—Smart Gardening Program

Ann K. Zald Consulting | Role: Food Recovery Organizations Assessment

Ann K. Zald is a consultant who for the past 3 years served as FUSE Executive Advisor to the City of Los Angeles’ Bureau of Sanitation and Environment (LASAN). She specialized in food waste reduction, recovery and recycling along with the management of solid and hazardous cleanup related to homeless encampments and illegal dumping.

At LASAN, Ms. Zald championed surplus food recovery initiatives to forward attainment of State and City climate change and zero waste objectives. She developed LASAN’s first-ever *Food Rescue Roadmap*, which provided goals, priorities and upgrades to amplify and expand the recycLA program’s pioneering food recovery model, inclusive of compliance with upcoming SB 1383 regulations, criteria to maximize grant funding, outreach to food generators, and advocacy for capacity and infrastructure-building solutions to boost the stability of the food redistribution network. She also orchestrated an inaugural Food Rescue Retreat attended by 100+ stakeholders from non-profit organizations, commercial waste haulers, and City and County government agencies and mounted presentations and brainstorming sessions to secure internal and external support for public/private/non-profit partnerships to better facilitate diversion of edible food.

JP Marketing | Role: Outreach and Education Plan and Implementation

JP Marketing has been providing creative marketing services since 1994. Their strategy has been to hire the most talented team members and provide them the structures and support they need to drive our ultimate outcome: Clients First. In fact, many of their internal policies and expectations are designed to facilitate putting Clients First. JP pays for team member mobile phone service, all JP team members have their cell phone numbers on their business cards and e-signatures, and all team members are expected to be available to clients and each other nearly around the clock, seven days a week.

Over the last four years, JP Marketing (WMBE, DBE, SBE) has developed and executed community education and outreach projects for some of California’s most crucial initiatives. JP looks forward to putting that experience to work for one of our state’s most critical issues: recycling and food waste conservation. We are confident our experience will help achieve the SCVCOG’s public outreach goals and set the stage for the next generation of conservation education.

Nearly 40 million people from all walks of life make California their home. Chances are, most of them know that we have recycling and waste issues but have not made the necessary changes to help conserve or do not realize that SB 1383 even exists. This campaign must do more than inform the public - it must cause positive behavioral change in order to meet conservation goals within a very brief period of time. Our team will champion that cause.

ReCREATE | Role: Edible Food Generators Inspection Plan and Implementation

ReCREATE is a full-service technical assistance consulting firm based out of Southern California that provides municipal, nonprofit, and commercial solid waste program support. The company’s founders come from a background in zero waste planning and large event management, and have over two decades of experience in the waste industry - much of which has been focused on implementation of California mandates. ReCREATE’s approach to providing technical assistance is rooted in community based social marketing and driven by the team’s passion for developing behavior change strategies that last.

Our San Gabriel Valley Experience

SCS was retained by SGVCOG in 2019 to perform a Phase I environmental site assessment at 209 Puente Avenue in the City of Industry. Based on the quality and reliability of our work on that project, we were brought in again in 2020 to help SGVCOG with the same site’s Phase II site assessment, which included the investigation of soil and soil vapor.

In addition, we have completed over 90 projects for ten of the direct members of SGVCOG: Alhambra, Azusa, Covina, El Monte, Glendora, Irwindale, Monrovia, Monterey Park, and South Pasadena. **We have specifically performed solid waste services for the cities of Azusa, Covina, Monrovia, and South Pasadena.** Many of your members know and trust us to perform a wide range of high quality and reliable solid waste related services, including edible food recovery to ensure SB 1383 compliance. In Table 2, projects highlighted in grey indicates organics related projects.

Table 1. Our SGVCOG Member Projects Since 2017

Member	Status	Brief Description	Project Start	Project End
City of South Pasadena	Prime	Contract through Athens Services to assist with disposal tracking and reporting for 2020. Based on information obtained, SCS prepared disposal modification forms and verifications. SCS also prepared the City's Electronic Annual Report for submittal to CalRecycle.	9/2020	8/2021
City of Azusa	Prime	Contract through Athens Services to assist with disposal tracking and reporting in support of the City's EAR submittal to CalRecycle.	6/2021	12/2021
City of Covina	Prime	Contract through Athens Services to assist with disposal tracking and reporting for 2020 in support of the City's EAR submittal to CalRecycle.	6/2021	6/2021

Member	Status	Brief Description	Project Start	Project End
City of Monrovia	Prime	Providing SB 1383 Planning Assistance, including an SB 1383 Roadmap, capacity study, and program analysis and options. Also reviewed and analyzed the City's solid waste hauler's rate increase request.	1/2020	Present
City of Covina	Prime	Lead paint, mold, and asbestos investigations at the snack bar/restroom at Kelby Park, 815 North Barranca Avenue, Covina, California.	10/2017	11/2017
City of Azusa	Prime	Phase I environmental site assessment at a former military armory site located at the corner of Orange Place and 4th Street in Azusa, California.	10/2016	12/2017
City of Covina	Prime	Conducted investigation of 12,000 sf senior center building (interior and exterior) for lead paint, mold and asbestos; perform on site investigation to determine presence, location, and quantity of LBP, mold and asbestos.	10/2016	12/2017
City of Irwindale	Prime	Conducted soil vapor survey, stockpile sampling, asbestos/LBP sampling, septic system sampling, records review, clarifier removal, and reporting.	8/2016	2/2020
City of El Monte		Conducted a review of a Phase I and Phase II environmental site assessment for 11640-11730 Valley Boulevard, El Monte, California.	7/2020	7/2020

Recent SB 1383 Project Experience

The SCS Project Team has been tracking the development of SB 1383 since its inception, and has devoted extensive staff time and resources to understanding the requirements and nuances of the legislation. We have developed an SB 1383 Roadmap for jurisdictions to use when planning and scheduling their activities to comply with the mandates, and have revised ordinances and agreements in relation to the regulation, as well as conducted capacity studies for organics processing and edible food recovery. Our staff is well versed in all aspects of the regulation, and will bring to this project our strong working knowledge of the regulation and implementation requirements,

Our work related to SB 1383 is highlighted in Table 3, and references for three of these projects, as required, are provided below.

Table 2. Project Team SB 1383 Experience

Client, Description	Personnel *	SB 1383 Roadmap	Ordinances and/or Agreements	Capacity Planning	Compliance/Program Assessments	Public Outreach and Education	Inspection Program Development
Los Angeles County Public Works	SCS, Go2Zero, Ann Zald			✓	✓	✓	
County of Fresno	SCS, JP Marketing	✓		✓	✓	✓	
Salinas Valley Solid Waste Authority (SVSWA)	SCS	✓	✓	✓	✓	✓	✓
Contra Costa County Solid Waste Authority (RecycleSmart)	SCS			✓	✓	✓	✓

Client, Description	Personnel *	SB 1383 Roadmap	Ordinances and/or Agreements	Capacity Planning	Compliance/Program Assessments	Public Outreach and Education	Inspection Program Development
City of Davis	SCS	✓	✓	✓	✓		✓
Santa Clara County	SCS			✓	✓	✓	✓
West Contra Costa County Integrated Waste Management Authority	SCS			✓	✓	✓	✓
City of Long Beach	SCS	✓	✓		✓		✓
City of Monrovia	SCS	✓	✓	✓	✓		
City of Encinitas	SCS		✓				
City of Oceanside	SCS, Go2Zero				✓	✓	
City of San Clemente	SCS				✓	✓	
City of Lancaster	Go2Zero				✓	✓	
City of Pico Rivera	Go2Zero	✓	✓	✓	✓	✓	✓
City of Glendale	Go2Zero					✓	

1. Smart Business Recycling Program, Los Angeles County Public Works.

The County of Los Angeles Public Works Department established the Smart Business Recycling Program to meet the requirements of AB 939, AB 341, and AB 1826, and later, SB 1383. The County’s goal for the SBR is targeted at helping businesses and multi-family complexes not just comply with state recycling requirements, but to achieve aggressive recycling and diversion. **The County encompasses a vast area with a large, diverse business and multi-family residential community. SCS worked to identify geographic targeting and focused on businesses that either needed to comply with state regulations or had a high volume of material to be diverted.** Additionally, we supported food waste recovery and waste reduction efforts through site visits and graphic designs.

We assisted the County in the development of the Food DROP Program, which is the County’s edible food recovery matching program. We visited over 100 businesses to identify opportunities to donate edible food. We informed the businesses of the Food DROP matching program, and developed customized reports for the businesses that provided information on local food recovery organizations that accept the various types and quantities of food they generated, and which would be available for donations. We followed up with the businesses to assist with connecting them with food donation organizations.

SCS and Go2Zero have recently been contracted again for the Smart Business Program. We will be assisting the County with SB 1383 compliance, including Food Recovery, capacity assistance, enforcement, and reporting.



SCS designed outreach materials and visited over 100 businesses to implement food donation.

2. County of Fresno—SB 1383 and Solid Waste Planning. SCS is preparing a solid waste masterplan that meets the County’s 5- to 20-year goals, while taking into consideration the economic, social, and environmental issues of various solid waste management policies, programs, and infrastructure options for SB 1383. We have developed a food donation capacity study for the County that identifies local organizations that collect and donate food. This study was developed ensuring compliance with CalRecycle requirements. The County has franchise agreements and a permit system for residential and commercial collection, but service is not mandatory. Therefore, we are evaluating the County’s existing agreements with its haulers to develop collection and service options that will enable the County to incorporate SB 1383 requirements. The County operates a landfill, but does not wish to operate a materials recovery facility (MRF) or organics facility. We are conducting a capacity analysis to identify options for the processing of organic materials. We will also review the existing County ordinances and create language for necessary changes to ensure regulatory compliance. SCS works with JP marketing on this project.

3. Salinas Valley Solid Waste Authority (SVSWA)—SB 1383 Program Planning. The SVSWA, a joint powers agency comprising unincorporated Monterey County and five cities (Gonzales, Greenfield, King City, Salinas, and Soledad) is responsible for regulatory compliance of designated solid waste disposal sites within its boundary. With this contract, the primary objectives were to outline necessary program enhancements, coordinated costs, develop a checklist of SB 1383 actions, and a coordinating timeline for compliance with SB 1383 regulations.

SB 1383 primarily focuses on diverting organic waste from landfill disposal and edible food recovery for human consumption and related GHG emission reductions. The Authority was seeking to achieve SB 1383 compliance with the requirements and attain 75% diversion from landfills by targeting reduction of organic waste. SCS collaborated proactively and closely with SVSWA staff, the Member Agencies of the Authority as well as private industry—public works officials, the municipal waste industry, rural community stakeholders, and food recovery organizations.

In addition to supporting the Authority’s existing programs that include home composting, food waste prevention, vermiculture, composting, diversion and donation, SCS successfully:

- Developed SB 1383 planning documents for implementing SB 1383 requirements for each Member Agency, and the SVSWA.
- Developed an SB 1383 roadmap and timeline for the Member Agencies and SVSWA staff to use as a guide navigating the regulation and maintaining compliance in a timely manner.
- Provide ongoing consulting and feedback as the SB 1383 regulatory review process evolves, to confirm the direction of the Authority’s work plan and the final product align with the final SB 1383 regulations.

4. Central Contra Costa County Solid Waste Authority (RecycleSmart)—SB 1383 Organics Planning. SCS performed work for RecycleSmart to understand what organic programs are currently in place, the volume of organic material currently diverted, and available processing capacity. We also provided recommendations on how to enhance organics programs to address the regulations of SB 1383. We worked with RecycleSmart and their franchised collection hauler to receive data and program information to provide a full picture of which organic programs are currently established, and which programs should be enhanced or added to meet SB 1383 regulations. Our recommendations were based on metrics, reporting, and monitoring, which are required in the regulations.

5. City of Davis—SB 1383 Organics Planning. SCS is assisting the City of Davis with SB 1383 planning to provide an in-depth review of current organics programs and next steps, SCS reviewed the City of Davis’ Organics Feasibility Report and analyzed current organics capacity, reviewed current organics programs to outline what still needs to be added to comply with SB 1383 regulations, developed SCS’s 1383 roadmap which highlights specifics to the regulation and who will need to perform activity, evaluated source separated organics waste collection services for the SB 1383’s two organic waste collection service options, the two contamination monitoring methods, and a high-level analysis of the costs and staff time associated with these options, and provided feedback on the edible food generators list, along with other recommendations.

References

Southern California is home to many of our clients, where we have served a large number of public and private clients. We value our relationships with our clients and the communities we serve, because we share the same mission: improving our environments and providing a safe space to call home. For more details such as scope of work and project start/end dates on the projects listed below and/or view additional projects, please see section above.

Table 3. References

Public Agency	Contact Name(s)	Phone	Email
LA County Public Works P.O. Box 7508 Alhambra, CA 91802	Clark Ajwani, Civil Engineer	818-550-3432	cajwani@dpw.lacounty.gov
County of Fresno 2220 Tulare Street, 6th Floor Fresno, CA 93721	Mike Griffey, Staff Analyst III	559-600-4307	mgriffey@fresnocountyca.gov
Salinas Valley Solid Waste Authority (SVSWA) 128 Sun Street, Suite 101 Salinas, CA 93901	R. Patrick Mathews, General Manager/CAO	831-775-3000	patrickm@svswa.org

PROPOSED STAFFING AND PROJECT ORGANIZATION

As required of the RFP, all key personnel will be available to the extent proposed for the duration of services and we acknowledge that no person designated as key personnel shall be removed or replaced without the prior written concurrence of SGVCOG. Following our organization chart is Table 5 - Team Summary based on RFP requirements, and we also present short biographies of our key staff here, but provide full resumes of personnel in Appendix C.

Table 4. Team Organization Chart

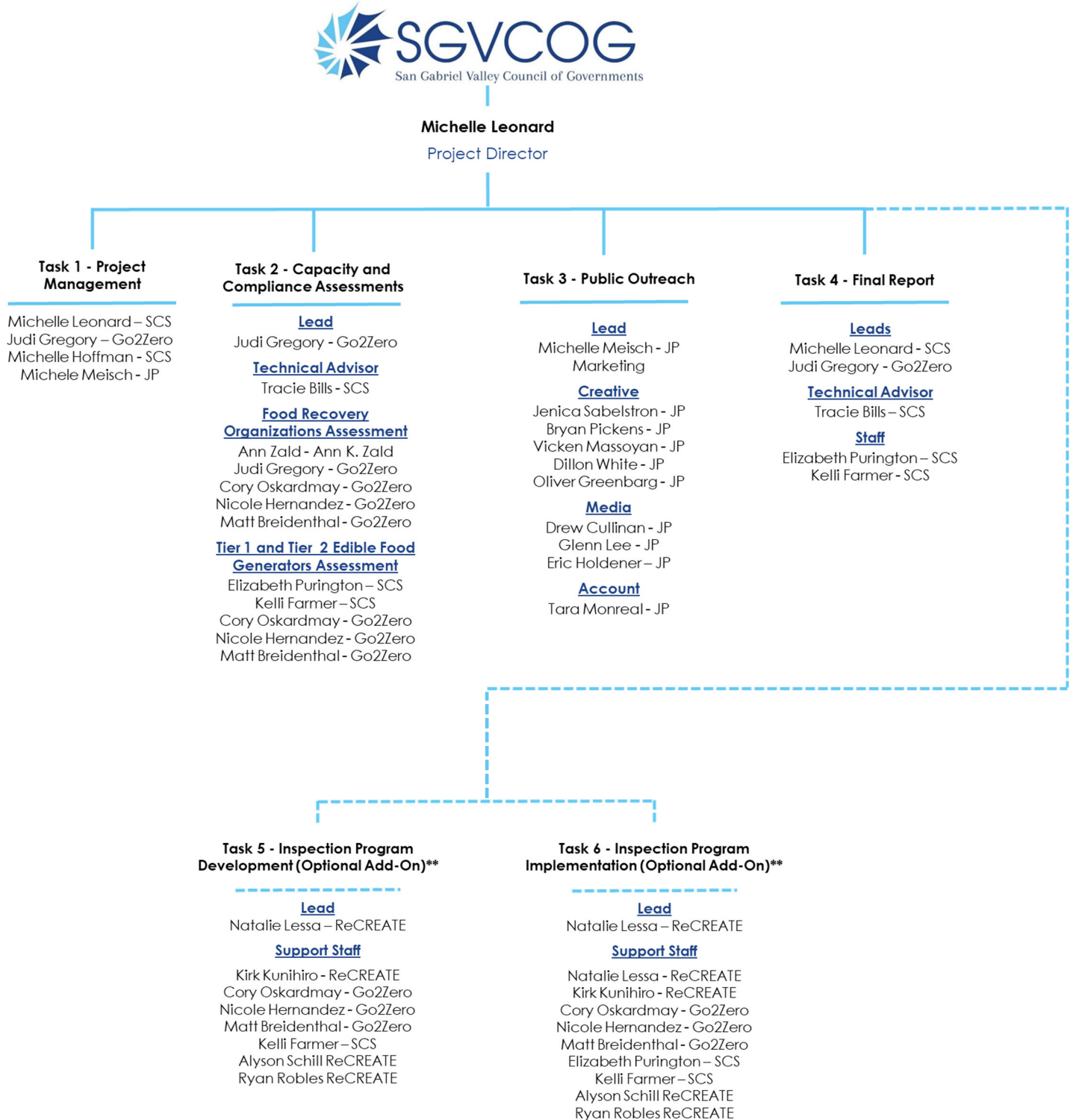


Table 5. Team Summary

Staff	Location	Proposed Position	Current Assignment/ Title	Availability	Years of Experience
SCS Engineers					
Michelle Leonard	Pasadena, CA	Project Director	Project Director/ Sr. Vice President	10% - 20%	35+
Tracie Onstad Bills	Pleasanton, CA	Technical Advisor	Technical Advisor	10%	26+
Nicole Kullback	San Diego, CA	Capacity and Compliance Assessments	Staff Professional	40%	1+
Elizabeth Purington	Pleasanton, CA	Capacity and Compliance Assessments	Staff Professional	40%	1+
Kelli Farmer	Pasadena, CA	Capacity and Compliance Assessments	Staff Professional	40%	1+
Ann K. Zald					
Ann K. Zald	Sherman Oaks, CA	Food Recovery Organizations Assessment Consultant	Lead/Food Recovery Consultant	35%	23+
Go2Zero					
Judi Gregory	Irwindale, CA	Business Recycling Consultant, Project Management	Project Manager	20%	32+
Cory Oskardmay	Irwindale, CA	Capacity and Compliance Assessments	Lead	35%	6+
Nicole Hernandez	Irwindale, CA	Capacity and Compliance Assessments	Associate	35%	5+
Matt Breidenthal	Irwindale, CA	Capacity and Compliance Assessments	Associate	35%	5+
ReCREATE					
Natalie Lessa	Santa Monica, CA	Inspection Program	Lead	10%	7+
Kirk Kunihiro	Long Beach, CA	Inspection Program	Support	10%	9+
Alyson Schill	Los Angeles, CA	Inspection Program	Support	40%	1+

Staff	Location	Proposed Position	Current Assignment/ Title	Availability	Years of Experience
JP Marketing					
Michele Meisch	Fresno, CA		Outreach Specialist/Director of Client Services	10%	25+
Tara Monreal	Fresno, CA	Associate Account Manager (Accounts)	Outreach Specialist/Associate Account Manager	35%	1+
Jenica Sabelstron	Lemoore, CA	Copywriter (Creative)	Outreach Specialist/Copywriter	40%	5+
Bryan Pickens	Fresno, CA	Art Director (Creative)	Outreach Specialist/Art Director	20%	20+
Vicken Massoyan	Fresno, CA	Senior Graphic Designer (Creative)	Outreach Specialist/Senior Graphic Designer	20%	25+
Dillon White	Fresno, CA	Graphic Designer (Creative)	Outreach Specialist/Graphic Designer	40%	20+

RESUME CAPSULES

Due to the page limitation, we have provided capsules of our key leads and SCS support staff. Please see Appendix C for our team’s available resumes.

Michelle P. Leonard | SCS Engineers

Location: Pasadena, CA
Proposed Position: Project Director
Availability for Assignment: [10%]
Years with SCS: 18



Michelle has 35 years of experience in environmental consulting and project management, with an emphasis in solid waste management planning and facilities. She has assisted public and private sector clients in the preparation of solid waste management plans; designed and implemented waste reduction, recycling, and reuse programs; and evaluated existing programs to identify opportunities to reduce, reuse, and recycle solid waste. She has prepared plans and permits for transfer stations, material recovery facilities (MRFs), and drop-off and buy-back centers. She has a strong working knowledge of solid waste management regulations and practices, and has presented numerous successful projects to city, county, and state regulators. Michelle is deeply involved in solid waste organizations and associations, serving in leadership roles and is a past president of the International Board of the Solid Waste Association of North America (SWANA).

Education	BS – Environmental Studies (with honors), University of California, Berkeley, 1980
Licenses	SWANA Certified-C&D Waste
Contact Information	626-322-3823 Direct 626-315-8138 Mobile mleonard@scsengineers.com

Judi Gregory | Go2Zero

Location: Irwindale, CA
Proposed Position: Project Manager
Availability for Assignment: [20%]
Has Worked with SCS: Yes



Judi Gregory, owner of Go2Zero Strategies, LLC, a Zero Waste consultancy, has worked in the recycling and solid waste management field for over 30 years. In 2013, Go2Zero was awarded Small Business of the Year by the CA Small Business Administration. More recently, Senator Portantino’s Office recognized Ms. Gregory as a 2018 Woman in Business Honoree in Environment and Sustainability. Ms. Gregory owned and operated Global Resources, a solid waste and recycling hauling firm, from 1998 through 2012. Ms. Gregory has served on multiple industry boards and advisory councils, including the California statewide recycling organization. There she served as board member and President for ten years, followed by ten more years as staff including Interim Executive Director. Ms. Gregory has focused much of her time on the development of industry related training and certification programs and implementing Zero Waste initiatives across California. Ms. Gregory founded GreenEducation.US which is an online learning portal for sustainability professionals. Ms. Gregory is a retired Lieutenant who served in the Army National Guard.

Education	BA – Study of Religions, University of California, Los Angeles, 1990
Licenses	Certificate in Sustainable Resource Management, GreenEducation.US, 2017

Ann Zald | Ann K. Zald

Location: Sherman Oaks, CA

Proposed Position: Food Recovery Organizations Assessment Consultant

Availability for Assignment: [35%]

Has Worked with SCS: Yes



Ann K. Zald is a consultant who for the past 3 years served as FUSE Executive Advisor to the City of Los Angeles' Bureau of Sanitation and Environment (LASAN). She specialized in food waste reduction, recovery and recycling along with the management of solid and hazardous cleanup related to homeless encampments and illegal dumping.

At LASAN, Ms. Zald championed surplus food recovery initiatives to forward attainment of State and City climate change and zero waste objectives. She developed LASAN's first-ever Food Rescue Roadmap, which provided goals, priorities and upgrades to amplify and expand the recycLA program's pioneering food recovery model, inclusive of compliance with upcoming SB 1383 regulations, criteria to maximize grant funding, outreach to food generators, and advocacy for capacity and infrastructure-building solutions to boost the stability of the food redistribution network. She also orchestrated an inaugural Food Rescue Retreat attended by 100+ stakeholders from non-profit organizations, commercial waste haulers, and City and County government agencies and mounted presentations and brainstorming sessions to secure internal and external support for public/private/non-profit partnerships to better facilitate diversion of edible food.

Education	MDA – University of Southern California BA – University of California, Los Angeles
Licenses	Sustainability Certificate, UCLA Horticulture Certificate, UCLA

Michelle Meisch | JP Marketing

Location: Los Angeles and Fresno, CA

Proposed Position: Director of Client Services, Outreach Lead

Availability for Assignment: [10%]

Has Worked with SCS: Yes



Michele brings more than 25 years of account management experience and has a specialized understanding of more than 15 different industries. She is an advocate for her clients, which means the success of your business becomes her number one priority.

Her dedication to client relationships is built on her uncanny ability to recognize the important details that mean most to business owners, no matter how minute they may seem. Those key skills in communication and detail-oriented management are what help move brands from conception to launch.

She recently found a passion for teaching and in Spring 2015 taught a course at Fresno State. As if her life couldn't be more fast-paced, you can always find Michele being the first to volunteer at her daughter's elementary school and organizations such as the Fresno Advertising Federation, High Sierra Trail Crew and Fresno State Alumni Association.

Education	MBA – Business, University of Phoenix, 2003 BS - Business Marketing, California State University of Fresno, 1997
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Natalie Lessa | ReCREATE

Location: Santa Monica, CA
Proposed Position: Lead/Inspection Program
Availability for Assignment: [10%]
Has Worked with SCS: Yes



Natalie is the Founder and Co-Owner for ReCREATE, and is an education and outreach specialist with over 5 years as a solid waste consultant. Her specialty lies in working with municipal agencies to implement California legislative requirements (AB 341/1826; SB1383) by both planning at a policy and program level, and conducting effective business technical assistance. She draws on her background in behavior change marketing and understanding of legislative requirements to help communities comply with state and local policies and zero waste goals.

Education	BA – Journalism and Public Relations, California State University of Chico, 2013
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Tracie Onstad Bills | SCS Engineers

Location: Pleasanton, CA
Proposed Position: Technical Advisor
Availability for Assignment: [10%]
Years with SCS: 6

Lead Project Manager

Ms. Bills has over 26 years of solid waste management experience, including working for a hauler, a county government, and a non-profit; and over 14 years with materials management consulting firms, the past 6 with SCS. She has contributed to the development of many solid waste plans, providing materials flow assessments, organics processing research and analysis, hauler customer service reviews, construction and demolition (C&D) ordinance reviews and recommendations, and recycling and organics management technical assistance to government agencies, schools, multi-family dwellings and businesses throughout Northern California. An expert in the solid waste regulatory environment, she takes pride in her ability to engage stakeholders in meaningful, action-oriented ways to drive higher levels of regulatory compliance and customer service. Ms. Bills has a SWANA certification in Zero Waste Principles and Practices and Organics Collection. She is the Interim Executive Director, Past President and Advisor of the California Resource Recovery Association (CRRRA) and a member of SWANA and the National Recycling Coalition.



Education	BA – Environmental Science, San Jose State University, 1992
Licenses	Zero Waste Principles and Practices SWANA Certification (2017) Organics Collection SWANA Certification (2016)

Nicole Kullback | SCS Engineers

Location: San Diego, CA
Proposed Position: Capacity and Compliance Assessments
Availability for Assignment: [40%]
Years with SCS: 1



As a staff professional, Nicky possesses skills in database management, interpersonal communication, event planning, and environmental education. She supports a variety of projects including zero waste and solid waste management plans, business waste reduction and recycling technical assistance, disposal reporting review and monitoring, waste characterization studies, and general research and report writing. She works

closely with clients and SCS supervisory staff, providing oversight of field activities, performing site visits, conducting fieldwork, and preparing reports for clients. Nicky’s additional skills include public speaking, survey development, database management and data analysis, event planning, and project development. She is experienced with programs such as Salesforce, Adobe, and Microsoft Suite. Prior to joining SCS, Nicky joined a sustainability fellowship with Climate Corps AmeriCorps in San Diego, where she was placed at the University of San Diego’s Electronic Recycling Center (ERC).

Education	BS – Recreation Administration – Sustainable Tourism Management, California State University of San Diego, 2016
Licenses	Certified Climate Change Professional® (CC-P®) SerSafe Certification Zero Waste Principles Certificate

Elizabeth Purington | SCS Engineers

Location: Pleasanton, CA
Proposed Position: Capacity and Compliance Assessments
Availability for Assignment: [40%]
Years with SCS: 1



As a staff professional, Elizabeth is skilled in database management, interpersonal communication, event planning, and environmental education. She is in charge of working closely with clients and SCS supervisory staff, providing oversight of field activities, performing site visits, conducting field work, and preparing reports for clients. Elizabeth’s skills also include developing and implementing waste reduction campaigns; performing site visits; conducting waste audits; collecting, analyzing, and distributing data; and public education outreach. She is experienced in public communications and client service. Prior to joining SCS, she was a Waste Prevention Specialist for Tacoma Washington’s Environmental Services Department, where she worked closely with the City’s various departments, community stakeholders, and customers. She also provided technical assistance to businesses and helped the City develop a scope of work for characterizing the City’s waste streams.

Education	BS – Biology, Brown University, 2018
Licenses/Certifications	NA

Kelli Farmer | SCS Engineers

Location: Pasadena, CA
Proposed Position: Capacity and Compliance Assessments
Availability for Assignment: [40%]
Years with SCS: 1

As an associate staff professional, Kelli possesses skills in database management, interpersonal communication, event planning, and environmental education. She supports the Pasadena SMM group with activities such as zero waste and solid waste management plan preparation, business waste reduction and recycling technical assistance, disposal reporting review and monitoring, waste characterization studies, and general research and report writing. She is in charge of working closely with clients and SCS supervisory staff, providing oversight of field activities, performing site visits, conducting field work, and preparing reports for clients.

Education	BA – Sustainability, San Diego State University, 2021
Licenses/Certifications	GBCI

PROPOSED WORK PLAN

Project Understanding

SB 1383 will require local governments to provide organics collection to all generators. It also has specific mandates for edible food recovery, education and outreach programs, monitoring and reporting, and enforcement of regulations. As part of the local government’s responsibility, SGVCOG’s requested assistance in developing a comprehensive implementation program for edible food recovery.

A methodical approach to the design of this program, and keeping the conversation fluent and collaborative, is imperative for a successful project and an effective plan. As required for the RFP, we have provided a list of personnel for each task in the organization chart provided on page 8.

Task 1- Project Management

SCS takes pride in our accessibility and responsiveness to clients. You can count on our full commitment to meeting your expectations for high-quality work, excellent communication, and adhering to the agreed upon schedule and budget.

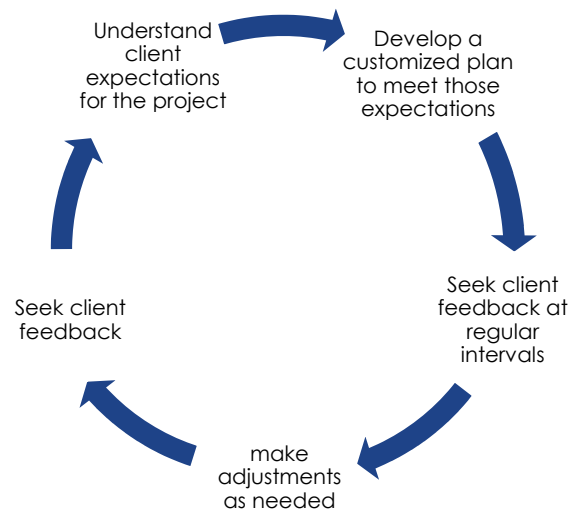
We will provide a seamless experience for all of the member’s staff involved in the project. Our SMM staff have worked collaboratively on numerous projects, and have developed a system that provides a cohesive working relationship and clear communication protocols to ensure successful project outcomes.

SCS follows a closed loop communication process. This ensures projects start, progress, and conclude in accordance with our clients’ expectations.

Embracing the principle of continuous improvement, SCS also benchmarks all of our projects for quality, timeliness of deliverables, and overall client satisfaction. Consequently, at an appropriate frequency, we will seek feedback from the each member’s staff during (so adjustments can be made immediately, if needed) and after project completion.

Task 1.1 Kickoff Meeting

The SCS Project Team will conduct a kick-off meeting with SGVCOG staff, members and CalRecycle following approval of the contract to confirm the goals and objectives for the project. SCS staff leaders and their key roles on this project will be introduced, project tasks will be reviewed, expectations of resources needed from the members will be discussed, thoughts and direction from staff will be solicited, and the Schedule and key milestones will be confirmed. Additionally, SCS will develop a data needs list for the SGVCOG, which will be discussed. This meeting will also establish clear lines of communication and project direction so the SGVCOG members and SCS mutually understand expectations.



Deliverables:

- Meeting agenda
- Meeting minutes and action items
- Data needs

Task 1.2 Project Team Coordination

At the outset of the project, we will establish and schedule regular bi-weekly (every other week) project team meetings. The purpose of these meetings will be to discuss progress on the project, any challenges or concerns related to completion of the tasks, and anticipated work to be completed in the upcoming weeks. The meetings will ensure SGVCOG staff and member cities are aware of progress and planned next steps. We will also utilize these meetings to address any immediate concerns, and help to ensure the project moves forward as planned. It is anticipated these meetings will be held via telephone conference calls/MS Teams, however our staff is available to attend in person if needed, as we are located in close proximity to the SGVCOG office.

Deliverables

- Meetings notification/ conference call-in facilitation
- Meeting agendas
- Meeting minutes/action items

Task 1.3 Project Management Update Meetings

Regular feedback from the project team and SGVCOG members is important to the success of the project. Therefore, the Project Team will attend up to eight in-person or video meetings with the SGVCOG and representatives of the participating cities to discuss the project deliverables and receive feedback on the project progress. For purposes of the project budget, it is assumed these meetings will be two hours in duration.

Deliverables

- Meeting notifications/conference call-in facilitation
- Meeting agendas
- Meeting minutes/action items

Task 2 - Capacity and Compliance Assessment

Task 2.1 Food Recovery Agencies and Organizations Capacity Assessment

SCS will prepare a comprehensive study of local Food Recovery agencies and their capacity to accept edible food from the SGVCOG partner cities. Drawing upon prior projects performed by SCS and its partners, our team will be able to extrapolate information already obtained as part of similar projects with Los Angeles County Public Works. Using a database of food recovery agencies located in Los Angeles County, as well as researching the local area, SCS will compile a targeted contact list of only those agencies local to the SGVCOG partner cities.

Our team will attempt to contact each agency up to three times to perform a phone interview that will be used to compile updated information on each agency, including: name, address, contact information, types of food accepted, how food is received/collected, days of week and hours of operation, total weekly capacity, current capacity, existing businesses served, current tracking system, if any, and if contracts are in place. The SCS team will also explain the new regulations related to SB 1383 and provide food recovery organizations a link to more information through the CalRecycle website. We will distribute additional education and outreach materials currently available or developed as part of this contract, including a template food recovery agreement.

Based on the capacity study results, the next steps will be to determine if sufficient capacity exists to meet the needs of onboarding Tier 1 and Tier 2 edible food generators. The data obtained from this portion of the project will be compared with the data from Task 2.2, which will provide an overview of the amount of anticipated edible food donations. If it is determined that there is a lack of edible food recovery capacity, for which existing infrastructure will not support, then additional capacity planning will be needed. This next phase of the planning will consist of looking at regional planning in conjunction with the Los Angeles County Public Works efforts for regional capacity.

Deliverables

- Prepare draft and final version of food recovery agency survey.
- Compile targeted food recovery agency contact list.
- Contact all targeted food recovery agencies to perform survey. Up to three attempts will be made to contact each agency.
- Assemble database of completed survey data.
- Prepare survey data executive summary.

Task 2.2 Tier 1 and Tier 2 Edible Food Waste Generators Compliance Assessment

SCS will prepare a detailed report of the estimated edible food generated by Tier 1 and Tier 2 businesses located in SGVCOG partnering cities. This task will consist of obtaining customer lists from all participating cities, compiling them, and then preparing a target outreach list of those businesses categorized as either Tier 1 or Tier 2.

Our team will attempt to contact each edible food generator up to three times to perform a phone interview that will be used to compile updated information on each business, including: name, address, contact information, type and quantity of edible food generated, when food is generated, current food donation policy, if any, current food recovery partner(s), if any, current tracking system, if any, and if contracts are in place. The SCS team will also be explaining the new regulations related to SB 1383 and provide edible food generators a link to more information through the CalRecycle website. We will distribute additional education and outreach materials currently available or developed as part of this contract, including a template food recovery agreement.

Once the surveys are complete, SCS will prepare a report detailing the estimated amount of edible food donations within the partnering cities. This information will be compared to the capacity data developed in Task 2.1 to analyze if sufficient capacity exists to support estimated donations.

Deliverables

- Prepare draft and final version of edible food generator survey.
- Review customer lists from all partnering cities and compile targeted Tier 1 & Tier 2 contact list.
- Contact all Tier 1 & Tier 2 businesses to perform survey. Up to three attempts will be made to contact each agency.
- Assemble database of completed survey data.
- Prepare survey data executive summary.

Task 3 - Public Outreach

Task 3.1 Develop Outreach and Education Plan

Our approach to outreach planning for underserved populations starts with the recognition of disparities associated with an array of factors including complex interactions between race/ethnicity and socioeconomic status, geographic access to care and health insurance status. Applying these distinctive attributes to understanding needs and creating effective marketing programs has enabled us to develop messages for SB 1383, water conservation, and other health and human services issues, including toddler immunization, breast care, tobacco use cessation, Covid-19, nutrition and more, all in several languages.

As part of the scope of work, the outreach plan is to include five educational workshops. These five workshops are technically events and JP has been planning and executing successful events in markets all over the state for over 20 years.

Deliverables

- Multilingual outreach and education materials.
- 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

The final step in our strategy is moving a target audience to Activation in meaningful and measurable ways. For most organizations, we would define measurable activation outcomes in these ways:

- **Engage** – these are initial steps or ways that an identified target audience takes to learn more about your organization, this includes unique website visits, website page visits, social media follows and likes and e-newsletter sign-ups.
- **Contact** – these are the ways that the target market contacts your organization like with online requests for more information, or phone calls.
- **Action** – this is the final step in which an identified target audience executes the intended behavior or behavior change; often this is measured in sales, but can be other actions desired by the organization that require action or behavior on behalf of the customer.

Our activity reporting will cover all areas of this approach. We will report on the total number of gross impressions or touches delivered through outreach and advertising strategies. We will also report on the total number of activations as measured by engagements, contacts and other trackables like the amount of food waste reduction in the landfills.

JP works directly with your project team to determine the types of evaluation tools and reporting you would like to receive at the end of the project or contract to ensure we collect the appropriate data pre-, during and post-campaign. Below is a description of the typical monitoring and metrics we utilize for campaign management.

Media Monitoring

Working with our media partners, we constantly monitor campaign performance and make refinements along the way to optimize and enhance in real-time. Our team establishes KPIs with your project team as well as reviews media affidavits in a timely manner to ensure schedules are running as ordered. It is likely we will use industry standard metrics (impressions, click-thru rates, reach/frequency, etc.) for final reporting, but we can also utilize other media measurement tools (e.g., Arbitron ratings for radio).

Evaluation Metrics

In order to determine total audience delivery and gross impressions, we work with our media partners to generate post-campaign reporting that evaluates the effectiveness of paid and value added messages by providing:

- Total gross impressions generated through all mediums
- Breakdown of impressions by paid and value added
- Total number of messages produced
- Breakdown of messages by medium
- Pre- and post- message recall testing (aided and unaided)
- Periodic and/ or total engagements (e.g., unique website visits, website page visits, social media follows and likes, e-newsletter sign-ups, etc.)
- Periodic and/ or total contacts (e.g., phone calls, emails, online requests for more information, walk-ins, etc.)

- Periodic and/ or total sales (e.g., number of incidents, gross dollars, desired actions, etc.) As part of the kick off meeting, other metrics can be added based on predetermined KPIs so long as there is a method for collecting the appropriate data.

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

SCS will prepare the draft report, which will include the project overview, our approach to conducting the study, and the results of Tasks 2, 3 and 4. This will include the following:

- The results of the capacity analysis of food recovery agencies and organization (Task 2.1).
- Results of the Tier 1 and Tier 2 edible food waste generators compliance assessments (Task 2.2).
- Education and outreach plan.
- Education and outreach implementation results.
- Recommendations on next steps for the participating cities for SB 1383 compliance.

We will submit the draft report to the SGVCOG for review and comment. We assume one set of consolidated edits and comments will be submitted on the draft report. It is assumed for budgeting purposes that revisions to the draft report will be confined to format and text modifications, and will not require additional fieldwork or analysis of new background information provided by the SGVCOG. Based on the results of review and comments, we will revise the draft report as appropriate and provide an electronic and hard copy of the Final Report.

Deliverables:

- Draft Final Report
- Final Report – Electronic and hard copy (one)

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

Task 5.1 Develop Inspection Schedule and Plan

In Task 5, the Project Team will work with SGVCOG staff, experts from reputable nonprofit organizations, reputable food generators that have successful food donation programs, and the Careit development team to develop an Inspection Plan (i.e. report) that addresses the team’s approach to meeting SB 1383 Article 14 – Enforcement Requirements, Section 18995.1 (Jurisdiction Inspection Requirements), 18995.3 (Jurisdiction Investigation of Complaints of Alleged Violations) and 18995.4 (Enforcement by a Jurisdiction) guidelines.

As part of this task, we will work with individual cities/communities to identify whether local ordinances exist that supersede the requirements of SB 1383 that therefore warrant inspection for compliance (to be conducted in Task 6) or details to be included on the Notice of Violation.

Deliverable:

- One (1) Inspection Plan (i.e., report) which may include, but is not limited to, the following:
Section 18995.1 (Jurisdiction Inspection Requirements)

- **Approach to conducting inspections / monitoring compliance of Tier 1 (1/1/2022) and Tier 2 (1/1/2024) commercial edible food generators** in accordance with the requirements of Section 18991.3
- **Approach to conducting inspections / monitoring compliance of food recovery services/organizations** in accordance with Section 18991.4
- **Inspection Form (Commercial Edible Food Generator)**, to be used for conducting inspections and monitoring compliance of Tier 1 and Tier 2 commercial edible food generators
- **Inspection Form (Food Recovery Service/Organization)**, to be used for conducting inspections and monitoring compliance of food recovery organizations
- **Identification of educational materials** (developed as part of Task 3)

Section 18995.3 (Jurisdiction Investigation of Complaints of Alleged Violations)

- **Approach to identifying procedure for receipt and investigation of written complaints**
 - Methodology for determining whether an allegation, if true, would constitute a violation.
 - Methodology for notifying a complainant of the results of their complaint
 - Methodology for tracking complaints, investigations, correspondence and record keeping
- **Complaint Form**, to be completed by complainant

Section 18995.4 (Enforcement by a Jurisdiction)

- **Approach to issuing enforcement actions and Notice of Violations**
 - Methodology for issuing a Notice of Violation (explained in Task 6 “Notice of Violation Methodology” to be discussed and clarified with SGVCOG during kick-off meeting).
 - Identification of extenuating circumstances that would permit the extension of compliance deadlines
 - Methodology for extending compliance deadlines
 - Methodology for responding to complainants with the result of complaint investigation
- **Notice of Violation form**
- **Determination of financial penalties for violation** of SB 1383

We will provide a draft of the Inspection Plan for SGVCOG review and provide final edits within two (2) weeks of receipt of comments. The anticipated deadline for completion of the Inspection Plan is November 29, 2021. The Inspection Plan will be the basis for conducting implementation in Task 6 and all team members involved in Task 6 will be trained on the approach and other pertinent details of the Inspection Plan.

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

Task 6.1 Implement Inspection Schedule and Plan

There are two types of inspections that the team will conduct beginning January 1, 2022, as part of Task 6. The first is an Inspection Review to Tier 1 edible food generators and food recovery services/organizations as identified in Task 2.2. The second is a Complaint Review in response to complaints received that warrant a review in accordance with Section 18995.3, to be provided on an as-needed basis.

Beginning January 1, 2024 – if not sooner – the team will conduct Inspection Reviews to Tier 2 commercial edible food generators and as identified in Task 2.2 and begin issuing Notice of Violations to noncompliant entities as determined in Inspection Reviews or realized when responding to a complaint in a Complaint Review. Notice of Violations will not be issued until January 1, 2024, in accordance with the enforcement requirements of Section 18995.3 unless SGVCOG or any of its participating jurisdictions determine that earlier issuance of Notice of Violations for noncompliance is in best interest.

Inspection Review Methodology

Step 1: Schedule Inspection Review with Entity (Commercial Edible Food Generator/Food Recovery Service/Organization)

We will prioritize Inspection Reviews to entities that have a history of noncompliance or have had difficulties in establishing a program. Prioritization will be determined in coordination with project staff, waste hauling staff and food recovery organization/service partners. When scheduling in-person inspections, we will maximize staff time in the field by scheduling visits according to geographical proximity.

Step 2: Conduct Inspection Review

The team will utilize data program tracking software, such as Careit, to assess the recorded donation data associated with each entity and compare it with anticipated frequency and quantity of food donations determined through the initial inspection. Any discrepancies identified as unreasonable or suspicious shall be noted and reported back to the jurisdiction. Data input into the Careit software will also be reflected on a paper Inspection Report (developed in Task 5) which will be supplementary to the data tracking fields included on Careit. We will use the Inspection Report and Careit to conduct virtual, phone - or when necessary - in-person reviews to determine whether the entity is compliant with requirements of Section 18991.3 (commercial edible food generators) and Section 18991.5 (food recovery services/organizations). Compliance details, including the specific actions that will be reviewed during the inspection, are provided below in the section titled “Article 10”.

Staff are trained to conduct all in-person inspections with the highest consideration of health and safety. Our team is highly experienced in setting up food waste programs in commercial kitchens and is aware of and/or is in possession of a ServSafe Food Handlers card. While we do not anticipate handling food, we believe it is important to be aware of the safety concerns of the staff that we work with, which means being a safe and courteous public representative when visiting commercial kitchens and working with business owners, management staff, chefs and janitorial staff. Our ability to develop personal relationships in these settings will be valuable for working with this unique

Step 3: Record Inspection Results/Follow-up

We will use data program tracking software, such as Careit, to record the findings of the review in a format that will be easily transcribed to the Inspection Report format to be used by the agency in annual reporting to CalRecycle.

If compliant: If the Inspection Review determines that the entity is in compliance with all requirements of Article 10 and other applicable requirements of the chapter, the team will record the details of the inspection using the Careit app and provide those details to SGVCOG on a monthly and annually basis.

If noncompliant: If the Inspection Review determines that the entity is *not* in compliance with all requirements of Article 10 and other applicable requirements of the chapter, the team will work with the jurisdiction to proceed with the issuance of a Notice of Violation (if the SGVCOG/the jurisdiction believes appropriate) -OR- the team may provide verbal notice to the entity in question with recommended revisions to their program, provide educational material, and follow-up for a second inspection within reasonable time (approximately 2 weeks to 30 days).

Beginning January 1, 2024 (if not sooner, as deemed appropriate by the SGVCOG), if it is determined that the entity is not in compliance after the second review, the team will notify the reporting jurisdiction and as determined in the Task 5 Implementation, proceed with the process of supporting the jurisdiction with issuance of a Notice of Violation. The methodology for issuing a Notice of Violation is provided below.

Complaint Review Methodology

Step 1: Schedule Complaint Review with Noncompliant Entity

Complaint Reviews will be conducted on an as-needed basis dependent on when complaints are received. Staff will be readily available to receive complaints and will schedule an inspection to check for compliance in response to a complaint within five (5) business days of receipt of Complaint Form. We recommend that Complaint Forms be received by the jurisdiction and forwarded to us in real time or at an interval that is appropriate for agency staff.

Alternatively, the participating jurisdictions may choose to set up a joint email account for the receipt of complaints for the service areas covered by this engagement. In this case, the team would monitor emails and respond directly to Complaint Form senders within five (5) business days to confirm receipt and course of action, and additionally schedule an inspection within five (5) business days of receipt of Complaint Form.

Step 2: Conduct Complaint Review Inspection

The team will conduct an in-person Complaint Review inspection within 90 days of receiving a written complaint. The team will utilize a data program tracking software, such as Careit, to conduct the Complaint Review and will also keep a paper record of the Inspection Report (developed in Task 5). We will use the Inspection Report and Careit to conduct the in-person review and will reference the details of the Complaint Form received, paying particular notice to specific actions the entity may be in violation of.

Step 3: Record Complaint Review Inspection Results / Follow-up

Within 90 days of receipt of a complaint that would constitute a violation of SB 1383 requirements, our team will notify the complainant of the results of their complaint, if contact information is available. The team will follow a similar methodology as the Inspection Review on the prior page for assessing compliance with all SB 1383 requirements and follow-up (dependent on compliance/noncompliance), as necessary.

Data Tracking

To be discussed with SGVCOG in Task 5, one potential approach to managing account information, compliance levels, and other relevant data necessary as part of this Task 6 is for the team to utilize a software program like Careit. With this specific tool, the team would create an account for each Tier 1 and Tier 2 generator – and food recovery service/organization – as information becomes available during the Inspection Reviews and identification of generators in Task 2. Each entity account on Careit would be easily accessible by both our staff, jurisdiction staff (if so desired) and the entity (both commercial food generators and food recovery services/organizations). Our team would record applicable data onto the user account to indicate when the inspection was conducted, user information such as whether they have a written food donation contract in place, compliance status, whether educational information was provided, follow-up communication needed, complaints received and the results of such Complaint Reviews, Notice of Violation(s) issued, and/or whether penalties have been assessed. The Careit system specifically is compatible with other data management tracking software that some jurisdictions in SGVCOG may already be using (such as Recyclist).

Our team would be available to provide entities with a deep level of technical assistance on this platform, particularly during the initial years of this engagement, with the goal of creating a built-out database for each individual entity to log their own data over time that can be easily monitored by the jurisdiction or consultant. Our staff will also be available to provide direct assistance to entities in setting up their account, tracking data, and to input an entities' compliance information on behalf of the entity under this project.

Notice of Violation Methodology

According to Section 18995.4, a Notice of Violation(s) are required to be issued for noncompliance beginning January 1, 2024. In this Task 6, in addition to conducting Inspection Reviews and Complaint Reviews, we will utilize the Notice of Violation form developed in Task 5 to follow-up with noncompliant Tier 1 and Tier 2 commercial edible food generators and food recovery services/organizations.

A potential approach to issuing Notice of Violations, be discussed with SGVCOG as part of Task 5 and executed in this Task 6, may include:

- **Step 1:** Issue Notice of Violation via mail and/or email dependent on available contact information for the noncompliant entity, inclusive of notes and verification information (such as the Inspection Report)
- **Step 2:** Following 30 days of non-responsiveness from the noncompliant entity, staff will make two (2) attempts to contact entity via phone or email and/or in-person, dependent on the availability of contact information and preference of the jurisdiction.
- **Step 3:** Tracking and recording all correspondence and actions taken by the consultant team/jurisdiction and by the noncompliant generator to remedy the violation via a data management program, such as Careit.
- **Step 4** (*if nonresponsive / entity fails to take necessary action for compliance*): Work with the jurisdiction to issue a penalty order, inclusive of financial penalties assessed, necessary steps for compliance, and a date for which future financial penalties will be assessed if action is not remedied by the entity.

This approach to issuing a Notice of Violation goes above and beyond sending a letter and entrusting that owners/management staff receive mail delivered to the address on file. By contacting noncompliant businesses via email and phone, noncompliant entities are given access to additional information from staff and an opportunity to clarify the noncompliance issue and next steps, have questions answered, and provide any feedback or concerns to be documented by our staff and consolidated in the Careit app.

Article 10. Jurisdiction Edible Food Recovery Programs, Food Generators, and Food Recovery

Potential violations that would warrant the issuance of a Notice of Violation in this Task 6 include, but are not limited to, failure to abide by the following requirements of Section 18991.3 for **edible food generators**:

- Adherence to any and all applicable local ordinances developed by the individual city/community.
- Recover the maximum amount of edible food that would otherwise be disposed.
- Establish a written contract or agreement with a food recovery organization or services to collect edible food for recovery or self-haul to a food recovery organization food recovery.
- Keeping a list of food recovery service or organization that collects/receives its edible food.
- Keeping a copy of written contracts or agreements for collection of edible food for recovery.

Potential violations that would warrant the issuance of a Notice of Violation in this Task 6 include, but are not limited to, failure to abide by the following requirements of Section 18991.5 for **food recovery services/organizations**:

- Maintain a record of each commercial edible food generator that it provides service.
- Track and record the quantity of edible food collected and/or received from each edible food generator per month (in pounds).
- Track and record the quantity of edible food transported to each food recovery organization per month, if applicable (in pounds).
- Contact information for each food recovery organization that the service transports and/or receives edible food to/from for recovery.

As outlined in Section 18995.4, inspections to be conducted as part of this Task 6 do not include an evaluation of whether prohibited container contaminants have been placed in a collection container, as prohibited in Section 18984.5 nor does it include an evaluation of organic waste generators compliance as required by Section 18984.9. The project team is available to assist in conducting reviews and inspections for compliance with the stated sections above, if SGVCOG so chooses such services are necessary, at an additional cost.

Deliverables:

- A copy of Inspection Reviews and Complaint Reviews – provided to SGVCOG on a monthly basis - beginning February 1, 2022, which may include, but is not limited to:
 - The total number of inspections conducted, categorized by type of entity.
 - The total number complaints received, categorized by type of entity.
- A copy of Inspection Reviews, Complaint Reviews, and Notice of Violations (inclusive of penalty orders, enforcement actions, status of compliance) – provided to SGVCOG on a monthly basis - beginning February 1, 2024, which may include, but is not limited to:
 - The total number of inspections conducted, categorized by type of entity.
 - The total number complaints received, categorized by type of entity.
 - The total number of Notice of Violations issued, categorized by type of entity.
 - The total number of penalty orders issued, categorized by type of entity.
 - The total number of enforcement actions that were resolved, categorized by type of entity.
- Records will be provided to SGVCOG annually in a format that meets the needs of the Implementation Record described in Section 18995.2.

Challenges

Each SB 1383 project always has its own unique challenges due to severable variables. These include not having current information (e.g. not easy access to receiving tonnage data), stakeholders not returning calls or providing most recent information (e.g. local processor capacity information), estimating costs for implementation (e.g. performance based standards, contamination monitoring, enforcement, rates), and understanding the number of additional local City staff that will be required to comply with the regulations. We are also noticing COVID is having an impact on project schedules, such as discussing details with stakeholders, working with businesses who are now closed or open minimally to implement organics and/or discuss edible food recovery donation options, uncertainty on organics tonnage in the future due to closure of food establishments.

In our work with current clients, we have recognized flexibility and clear communication as the key attributes to a successful project. Given that parameters have certainly changed this year, and other unidentified obstacles will more than likely occur, it will be important to understand the challenges, brainstorm ways to turn the challenges around, and initiate immediate communication with SGVCOG member's where we can collaborate on a new approach. Similarly, our well established connections in the industry and our network of people who we rely on to help answer questions and provide information, will help provide valuable insight to the success of the project. We often connect our clients with one another to talk about their unique challenges and ways to work through them. Lastly, patience and understanding. We acknowledge through the work we do that everyone is under extreme pressure to get their jobs done while also managing their current virtual world. **Providing a project approach that is flexible, understanding of each members' specific circumstances, and developing an implementation plan that is customized for each member are key components for the participating members of SGVCOG's successful compliance.**

3 PROPOSAL FORMS

Please see Appendix D for our completed proposal forms.

4 COST AND PRICE PROPOSAL

Please see Appendix E for our completed cost and price proposal form, which is the document provided with Addendum 1.

Appendix A

Exceptions

SCS has thoroughly reviewed the SGVCOG’s sample contract provided with the RFP and takes the following exception identified in Exhibit 2.

Exhibit 1. SCS Exceptions

Section	SCS Redlines/Comments
page 7, Section 14 Indemnity, subsection (2)	(2) Any and all claims arising out of Consultant's acts, errors or omissions in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of SGVCOG’s passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the SGVCOG. Should SGVCOG in its sole discretion find Consultant’s legal counsel unacceptable, then Consultant shall reimburse the SGVCOG its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The SGVCOG shall

Appendix B

Claims

August 17, 2021

CONFIDENTIAL

MEMORANDUM

TO: San Gabriel Valley Council of Governments
FROM: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.
SUBJECT: Five Year Disclosure – RFP No. 21-13 for the San Gabriel Valley Regional Food Recovery Program

SCS has been in business for over 50 years. We have offices throughout the United States and other parts of the World. SCS stands behind its work. Occasionally, an organization with our scope and size has been involved in litigation. None of the matters has been or are material to our operations or limit in any way our ability to perform the work proposed.

SCS does not track information on terminations unless the matter has resulted in claims or litigation. SCS has not been terminated for default. SCS has never had a surety complete its work, financed SCS' completion of work or expended monies in connection with a contract for which they furnished a bond.

1. Lawsuit Name ISM Industries, Inc. v. Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Energy, Mitchell Energy Services, LLC and Kilgore Industrial Civil, LLC
Case Number A180382-C
Date of Lawsuit October 1, 2018
County/State Files District Court of 128th Judicial District, Orange County, TX
Parties Involved: ISM Industries, Inc., SCS Energy, Mitchell Energy Services, LLC and Kilgore Industrial Civil, LLC
Claim: Breach of Contract
Status: Settled October 2019

2. Lawsuit Name Stearns, Conrad and Schmidt, Consulting Engineers, Inc. vs. Arkansas Department of Environmental Quality
Case Number Claim No. 190618
Date of Lawsuit November 2018
County/State Files Before the Arkansas State Claims Commission
Parties Involved: Stearns, Conrad and Schmidt, Consulting Engineers, Inc., Arkansas Department of Environmental Quality, Kolb Grading, LLC
Claim: Contract Dispute
Status: Settled December 2019

2. Lawsuit Name Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers v. Rockview Dairies, Inc.
Case Number VC066932
Date of Lawsuit February 16, 2018

- | | |
|--------------------|---|
| County/State Files | Superior Court of the State of California for the County of Los Angeles |
| Parties Involved: | SCS Engineers, Rockview Dairies, Inc. |
| Claim: | Collection Action; counterclaim by defendant |
| Status: | Pending |
-
3. Lawsuit Name Yvette Styles et al v. City of Miami, SCS Engineers
Case Number 2017-022967-CA-01
Date of Lawsuit September 27, 2017
County/State Files In the Circuit Court of the Eleventh Judicial Circuit in and for Miami Dade County, FL
Parties Involved: Yvette Styles, City of Miami, SCS Engineers
Claim: Suit against the City for health effects of an incinerator closed in 1970, (before SCS was started), and against SCS for unspecified negligence as a result of services provided to the City decades later.
Status: Pending

 4. Lawsuit Name Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers and SCS Field Services v. Twin Valley, Inc.; Steve Havens
Case Number 17CV305865
Date of Lawsuit February 1, 2017
County/State Files Superior Court of the State of California for the County of Santa Clara
Parties Involved: SCS Engineers, Twin Valley, Inc., Steve Haven
Claim: Collection Action
Status: Settled June 2019

 5. Lawsuit Name Zigler, Inc., Ward Zigler, and Patricia Zigler v. Southern States Cooperative, Inc., Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers, Antietam Claim Service, LLC and Roger Greenfield
Case Number 16-C-247
Date of Lawsuit January 12, 2017
County/State Files In the Circuit Court of Jefferson County, WV
Parties Involved: Zigler, Inc. Ward Zigler, Patricia Zigler, Southern States Cooperative, Inc. and SCS Engineers
Claim: Damage to property due to exposure to odors and ozone
Status: Settled August 2018

 6. Lawsuit Name: Androscoggin Valley Regional Refuse Disposal District v. R. H. White Construction Co., Third-Party v. Sanborn, Head & Associates, CDR Maguire Inc., Electrical Installations, Inc., EII, Fuss & O'Neill, Inc., PSB Industries, Inc., Unison Solutions, Inc., CMA Engineers, Inc., Atlas Copco North America, LLC as successor to Houston Service Industries, Inc. and SCS Engineers

- Case Number: 115CV00434
Date of Lawsuit: November 6, 2015
County/State Filed: U.S. District Court for the District of New Hampshire
Parties Involved: Androscoggin Valley Regional Refuse Disposal District, R. H. White Construction Co., Sanborn, Head & Associates, CDR Maguire Inc., Electrical Installations, Inc., EII, Fuss & O'Neill, Inc., PSB Industries, Inc., Unison Solutions, Inc., CMA Engineers, Inc., Atlas Copco North America, LLC as successor to Houston Service Industries, Inc. and SCS Engineers
- Claim: Breach of Contract claim by AVRRDD and counterclaim by defendant against AVRRDD and all engineers involved in project.
Status: Settled February 2018
7. Lawsuit Name: Kenosha Newco Capital, LLC v. ABC Insurance Company, et al. and AMCON Design and Construction Co., LLC v. Uptown Brass Development, BT2, Inc. et al.
Case Number: 14 CV 1276
Date of Lawsuit: February 2015
County/State Filed: Kenosha, Wisconsin
Parties Involved: Kenosha Newco Capital, LLC, ABC Insurance Company, The Kubala Waschatko Architects, Inc., GHI Insurance Company, AMCON Design and Construction Co., LLC, Uptown Brass Development, LLC, Robert Niebauer, Lawrence Kilduff, Thomas R. O'Brien, Conrad Accola, BT2, Inc., Vulcan Roofing & Siding, Precision Plastering, Inc., Masonry Specialists II, LLC, Contract Glass & Partitions, Inc., A.W. Oakes & Son, Inc., Northern Landscape Construction, Swederski Concrete Construction, Inc.
Claim: Buyer of property at foreclosure sued contractor and numerous other parties for claims related to design and construction. Contractor filed 3rd party claim against BT2 (acquired by SCS) and others for contribution.
Status: Settled October 2016
8. Lawsuit Name: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. vs. Theodore L. Vallas
Case Number: 37-2015-00002972-CU-BC-CTL
Date of Lawsuit: January 26, 2015
County/State Filed: California Superior Court for the County of San Diego, North County District
Parties Involved: SCS Engineers; Theodore L. Vallas
Claim: Collection Action
Status: Settlement September 2015 with payment to SCS
9. Matter: Notice of Violation (NOV) from the San Diego Air Pollution Control Board (APCD)
Project Location: San Diego, CA

- Claim: NOV in connection with asbestos alleged to have been found in debris samples taken by a APCD
- Parties Involved: Tower 180, LLC, San Diego Air Pollution Control Board, Sundt Construction, Unlimited Environmental, Inc., SCS Engineers
- Date: May 2020
- Status: NOV's Rescinded
10. Matter: Notice of Violation (NOV) from the San Diego Air Pollution Control Board (APCD)
- Project Location: San Diego, CA
- Claim: NOV in connection with asbestos alleged to have been found in debris samples taken by a APCD
- Parties Involved: Tower 180, LLC, San Diego Air Pollution Control Board, SCS Engineers
- Date: September 2018
- Status: NOV's Rescinded
11. Matter: Notices of Non-Compliance of the City of Los Angeles Franchise Faithful Performance Bond Requirement and Insurance Requirement
- Project Location: Los Angeles, CA
- Claim: Notices of Non-Compliance to maintain the required bonds and insurance required by a Franchise Agreement
- Parties Involved: City of Los Angeles, SCS Renewable Energy – Mountaingate, LLC
- Date: April 2018 and August 2018
- Status: Dismissed May 2018 and September 2018
12. Investigation: EPA Administrative Complaint
- Case Number: CAA-02-2015-1212
- Date: September 2015
- County/State: Egg harbor Township, NJ
- Allegation: The EPA cited SCS' client for failing to have properly operating surface emission monitoring equipment.
- Status: Settled September 2016
13. Matter: Munisport Landfill, FL
- Claim: Arbitration requested regarding contract dispute
- Parties Involved: SCS Engineers, CH2M Hill, City of North Miami, FL
- Date: July 2014
- Status: Settled January 2016 with payment to SCS

Appendix C
Resumes

MICHELLE P. LEONARD

Education

BS – Environmental Studies (with honors), University of California, Berkeley, 1980



Michelle Leonard

Professional Affiliations

Solid Waste Association of North America (SWANA), International Board Past President; Recycling and Special Waste Technical Division Past Director; Southern California Founding Chapter, Board of Directors (2009 to Present)

Past Director, Southern California Waste Management Forum

Past President, Women's Environmental Council

Appointed by the Secretary of Commerce as a Member of the Environmental Technologies Trade Advisory Committee

Professional Experience

Ms. Leonard has 35 years of experience in environmental consulting and project management, with an emphasis in solid waste management planning and facilities. She has assisted public and private sector clients in the preparation of solid waste management plans; designed and implemented waste reduction, recycling, and reuse programs; and evaluated existing programs to identify opportunities to reduce, reuse, and recycle solid waste. She has prepared plans and permits for transfer stations, material recovery facilities (MRFs), and drop-off and buy-back centers. She has a strong working knowledge of solid waste management regulations and practices, and has presented numerous successful projects to city, county, and state regulators.

Notable projects that Ms. Leonard has been involved in are described below.

County of Los Angeles Department of Public Works (LACDPW), County of Los Angeles Smart Business Recycling Program (Program), Los Angeles, CA. As Project Director, Ms. Leonard directed SCS's involvement with the LACDPW to meet requirements of the California Integrated Waste Management Act (IWMA) of 1989, Assembly Bill (AB) 341 Mandatory Commercial Recycling (MCR), and AB 1826 Mandatory Commercial Organics (MCO). The goal of the Program is to help businesses reduce waste and preserve landfill capacities. Objectives include assisting the LACDPW to achieve recycling and diversion while complying with state requirements. The contract included a wide variety of types of work, ranging from complex site visits to reporting, graphic design, and procurement of promotional items.

Fresno County, SB 1383 and Solid Waste Planning, Clovis, CA. Project Advisor to assist County with preparing a solid waste masterplan that meets the County's 5- to 20-year goals. Scope included reviewing existing franchise agreements and preparing the organics processing and food recovery capacity studies.

Salinas Valley Solid Waste Authority, SB 1383 Planning, Salinas, CA. Project Director who oversaw team that delivered: analyzing current programs, compiling key program statistics to provide a snapshot summary of current organics program efforts, estimating organics disposal and processing capacity available for organics material, reviewing food waste reduction and rescue programs, and making recommendations on changes or additions to organics diversion programs, and

recommendations for metrics, reporting and monitoring for the Authority to comply with the new SB 1383 regulations.

Commercial Recycling Technical Assistance (RecycleSmart), Contra Costa County, CA. Project Director for performing two recycling and organics technical assistance projects to increase diversion in the entire Joint Powers Authority (JPA) area, and the City of Walnut Creek. For this effort, SCS visited 1,259 businesses to complete visual characterization of the trash containers on-site, a walk-through of the facility, and a discussion with owners/managers to evaluate diversion opportunities. Provided training for all business outreach staff, held regularly scheduled meetings internally and with RecycleSmart and Republic personnel, and most importantly provided strategic leadership to execute the project to a high standard of quality within a challenging time frame.

Merced County Regional Waste Management Authority, SB 1383 Planning and Composting Assistance, Merced, CA. Project Director working with another consulting firm to help the Authority comply with the new SB 1383 regulations. This included analyzing current programs, compiling key program statistics to provide snap shot summary of current organics program efforts, estimating organics disposal and processing capacity available for organics material, reviewing food waste reduction and rescue programs, and making recommendations to organics diversion programs, and recommendations for metrics, reporting and monitoring.

City of Redondo Beach, Solid Waste Franchise Agreement Audit, Redondo Beach, CA. As Project Director, Ms. Leonard performed an independent audit of the Solid Waste Handling Services Agreement between the City of Redondo Beach and Consolidated Disposal Service (Consolidated). The project included reviewing background information relative to the operation of the City's solid waste system, issuing a request to Consolidated for pertinent financial and operational data and documents, while verifying supporting documentation and recalculating the AB 939, administration, and Household Hazardous Waste (HHW) fees. Ms. Leonard sampled commercial bin service accounts for testing, performed selected site inspections to document the service levels, and contacted large multi-family accounts by telephone and/or site inspections to identify any differences with the hauler's customer database. Lastly, she prepared a report documenting her findings and giving her recommendations.

Extended Producer Responsibility (EPR) Study and White Paper. As Project Manager, Ms. Leonard managed the preparation of the EPR while comparing European, Canadian, and U.S. policies and programs for value and effectiveness. The study evaluated definitions from municipal solid waste (MSW), recycling rates, and methodologies. She compared the EPR-reported impacts in recycling within the entities.

City of Pasadena, Zero Waste Strategic Plan, Pasadena, CA. As Project Manager, Ms. Leonard evaluated existing programs, determined the objectives, performed a waste characterization study, identified options to address the objectives, developed guiding principles, screened options for implementation, and was solely responsible for selecting the most suitable option. The project also involved the stakeholder engagement process, which included workshops and outreach efforts.

City of Santa Monica, Zero Waste Strategic Operations Plan (ZWSP), Santa Monica, CA. As Project Manager, Ms. Leonard was responsible for preparing a strategic operations plan that evaluated current conditions, and recommended policies, programs, and infrastructure to reach the City's goal of zero waste by 2030. The project included planning of a zero waste ordinance, guiding principles, waste characterization and generation projections, and review and recommendation of suitable options. The ZWSP also evaluated the impacts on the City's rate structure, and mechanisms to finance the program.

TRACIE ONSTAD BILLS

Education

BA – Environmental Science, San Jose State University, 1992

Specialty Certifications

Zero Waste Principles and Practices SWANA Certification (2017)

Organics Collection SWANA Certification (2016)



Professional Affiliations

Solid Waste Association of North America – Member

SWANA Gold Rush Chapter – President

California Resource Recovery Association – Interim Executive Director, Past President & Advisor

National Recycling Coalition – Member

Northern California Recycling Association – Member

Professional Experience

Ms. Bills has over 26 years of materials management experience, including working for a hauler, a county government, and a non-profit; and over 14 years with materials management consulting firms, the past 6 with SCS. She has contributed to the development of many solid waste plans, providing materials flow assessments, organics processing research and analysis, hauler customer service reviews, construction and demolition (C&D) ordinance reviews and recommendations, and recycling and organics management technical assistance to government agencies, schools, multi-family dwellings and businesses throughout Northern California. An expert in the solid waste regulatory environment, she takes pride in her ability to engage stakeholders in meaningful, action-oriented ways to drive higher levels of regulatory compliance and customer service.

A representative sampling of Ms. Bills' project management experience is provided below.

Fresno County, SB 1383 and Solid Waste Planning, Clovis, CA. Project Director to assist County with preparing a solid waste masterplan that meets the County's 5- to 20-year goals. Scope included reviewing existing franchise agreements and preparing the organics processing and food recovery capacity studies.

Salinas Valley Solid Waste Authority, SB 1383 Planning, Salinas, CA. Project Manager working with team on analyzing current programs, compiling key program statistics to provide a snap shot summary of current organics program efforts, estimating organics disposal and processing capacity available for organics material, reviewing food waste reduction and rescue programs, and making recommendations on changes or additions to organics diversion programs, and recommendations for metrics, reporting and monitoring for the Authority to comply with the new SB 1383 regulations (2020 to present).

Central Contra Costa Solid Waste Authority (RecycleSmart), Food Recovery Survey and Pilot Program, Walnut Creek, CA. Project Advisor overseeing Project Manager and team who will survey businesses on food recovery efforts. Results from the survey will tailor a food recovery and edible food pilot program (2020 to present).

Los Angeles County, AB 1826 Organics Management Plan, Los Angeles, CA. Researcher to attain local information and writer to develop the County's Organics Management Plan for compliance with AB 1826 (2015).

Merced County Regional Waste Management Authority, SB 1383 Planning and Composting Assistance, Merced, CA. Project Manager working with another consulting firm to analyzed current programs, compiled key program statistics to provide a snap shot summary of current organics program efforts, estimated organics disposal and processing capacity available for organics material, reviewed food waste reduction and rescue programs, and make recommendations on changes or additions to organics diversion programs, and recommendations for metrics, reporting and monitoring for the Authority to comply with the new SB 1383 regulations (2019 to present).

West Contra Costa Solid Waste Authority (RecycleMore), SB 1383 Capacity Study, San Pablo, CA. Project Manager working with another consulting firm to estimate organics disposal and processing capacity available for organics material, provide projections of organic material generation for the next ten years, and review contracts regarding disposal. (2020 to present).

County of Santa Clara Residential Food Reduction Pilot, San Jose, CA. Project oversight working closely with team to use Community Based Social Marketing (CBSM) techniques to identify behaviors through research related to management of household food to promote food waste prevention behaviors through outreach via a pilot to test strategies (2019 to present).

City of Oceanside, Organics Facility Siting Study, Oceanside, CA. Assisting the City in identifying potential sites with appropriate characteristics and zoning for use as a new site for composting. The scope of work includes identifying potential sites, evaluating their potential development and use for composting, identifying the permit requirements, preparing a report, and presenting the information to the City staff and City Council. (2019 to present).

Central Contra Costa Solid Waste Authority, Senate Bill 1383 Organics Planning, Walnut Creek, CA. Project Manager working with another consulting firm to analyzed current programs, compiled key program statistics to provide a snap shot summary of current organics program efforts, estimated organics disposal and processing capacity available for organics material, reviewed food waste reduction and rescue programs, and make recommendations on changes or additions to organics diversion programs, and recommendations for metrics, reporting and monitoring for the Authority to comply with the new SB 1383 regulations (2018).

Publications and Presentations

Bills, Tracie O., Gertman, Richard, "Success in Selective Routing," Resource Recycling, June 2016.

Bills, Tracie O., "Planning for Organics: a California Case Study," Waste Advantage, July 2016.

Bills, Tracie O., Leonard, Michelle, "Advice for Achieving Contracting Success in a Volatile Recycling Market," Recycling Today, August 2016.

Bills, Tracie O., "Zero Waste Schools: How to Plan for Success and Become a Sustainable School," Green Schools Catalyst Quarterly Magazine, April 2018.

Bills, Tracie O., "Shifting Focus: A Northern California waste authority is working in tandem with new organics legislation to ensure the transition to compliance is easy.," Waste Today Magazine, July/August 2018.

NICOLE KULLBACK

Education

BS – Recreation Administration – Sustainable Tourism Management, California State University of San Diego, 2016

Specialty Certifications

Certified Climate Change Professional® (CC-P®)

Professional Affiliations

Sustainability Fellowship, Climate Corps, San Diego, CA

Professional Experience

As a Sustainable Materials Management (SMM) staff professional, Ms. Kullback possesses skills in database management, interpersonal communication, event planning, and environmental education. She supports the San Diego SMM group with activities such as zero waste and solid waste management plan preparation, business waste reduction and recycling technical assistance, disposal reporting review and monitoring, waste characterization studies, and general research and report writing. She works closely with clients and SCS supervisory staff, providing oversight of field activities, performing site visits, conducting fieldwork, and preparing reports for clients.

Ms. Kullback's additional skills include public speaking, survey development, database management and data analysis, event planning, and project development. She is experienced with programs such as Salesforce, Adobe, and Microsoft Suite.

Prior to joining SCS, Ms. Kullback joined a sustainability fellowship with Climate Corps Americorps in San Diego, where she was placed at the University of San Diego's Electronic Recycling Center (ERC). While there, she managed and supervised a high school internship program in which students were given their first internship opportunity to build their own computers; she also created a sustainability presentation for schools and developed strategic partnerships to grow the ERC within the community.

Notable projects are described below.

Salinas Valley Solid Waste Authority (SVSWA), SB 1383 Plan, Salinas, CA. Conducted research for organics processing and edible food recovery capacity study, which included interviews with local edible food recovery organizations. Prepared SB 1383-compliant program recommendations. This research will help the Authority comply with new SB 1383 regulations.

Fresno County, Solid Waste Planning Consulting, Clovis, CA. In order to help the County develop a Solid Waste Master Plan that meets their 5- to 20-year goals, Ms. Kullback helped research to quantify organic waste recycling capacity available to the County, and interviewed organics facilities about the materials they process, their current capacity, and any planned changes to their operations. This organic waste recycling capacity study is an SB 1383 requirement, and will allow the

County to determine feasibility, capacity, and actions to improve capacity in the incorporated and unincorporated areas of Fresno County. Contributed to SB 1383 roadmap.

Organics Management, Waste Management, Oceanside, CA. Ms. Kullback is currently providing diversion program assistance, related to implementing organic bins, to all 1,700 commercial businesses in the local area, to meet compliance with AB 1826, SB 1383, and local ordinances.

Center for Sustainable Energy, San Diego, CA. Ms. Kullback served as the main point-of-contact/coordinator for three large contracts; processed applications for multiple clean vehicle rebate programs throughout the country; and created standard operation procedures for rebate programs.

Zero-Waste Public Education, I Love a Clean San Diego Campaign, San Diego, CA. Ms. Kullback has worked as an outreach assistant for the I Love a Clean San Diego (ILACSD) campaign, where she represented ILACSD through local community events, led community cleanups, and supported recycling education programs with implementation of strategic marketing plans.

Balboa Park Conservancy, San Diego, CA. Ms. Kullback developed a community survey to find out community members' opinions of Balboa Park, which included accessibility, free programs, and areas of improvement; she collected 1,500+ survey results, and presented survey findings to 300+ board members at their quarterly meeting.

ELIZABETH PURINGTON

Education

BA – Biology, Brown University, 2018

Professional Affiliations

California Resource Recovery Association (CRRA), Member
Northern California Recycling Association (NCRA), Member



Elizabeth Purington

Professional Experience

As a Sustainable Materials Management (SMM) staff professional, Ms. Purington is skilled in database management, interpersonal communication, event planning, and environmental education. She supports the SMM group through activities such as zero waste and solid waste management plan preparation, SB 1383 planning and compliance support, business waste reduction and recycling technical assistance, disposal reporting review and monitoring, waste characterization studies, and general research and report writing. She is in charge of working closely with clients and SCS supervisory staff, providing oversight of field activities, performing site visits, conducting field work, and preparing reports for clients.

Ms. Purington's skills also include developing and implementing waste reduction campaigns; performing site visits; conducting waste audits; collecting, analyzing, and distributing data; and public education outreach. She is experienced in public communications and client service.

Prior to joining SCS, she was a Waste Prevention Specialist for Tacoma Washington's Environmental Services Department, where she worked closely with the City's various departments, community stakeholders, and customers. She also provided technical assistance to businesses and helped the City develop a scope of work for characterizing the City's waste streams.

Her recent experience includes:

LA County Department of Public Works, Hard to Recycle Organic Material Research, Los Angeles County, CA. Conducted research about recycling processing options for organic materials that are challenging to divert from the landfill. Interviewed processing facilities about the materials they are able to accept and divert. This research will help the County increase diversion of organic materials generated in their facilities (2020).

Fresno County, Solid Waste Planning Consulting, Clovis, CA. In order to help the County develop a Solid Waste Master Plan that meets their 5- to 20-year goals, Ms. Purington conducted research to quantify organic waste recycling capacity available to the County, and interviewed organics facilities about the materials they process, their current capacity, and any planned changes to their operations. This organic waste recycling capacity study is an SB 1383 requirement, and will allow the County to determine feasibility, capacity, and actions to improve capacity in the incorporated and unincorporated areas of Fresno County. Contributed to SB 1383 roadmap (2020).

Salinas Valley Solid Waste Authority (SVSWA), SB 1383 Plan, Salinas, CA. Conducted research for organics processing and edible food recovery capacity study, which included interviews with local

edible food recovery organizations. Prepared SB 1383-compliant program recommendations. This research will help the Authority comply with new SB 1383 regulations (2020).

City of Davis, SB 1383, Davis, CA. Conducted research for organics processing and edible food recovery capacity study, which included interviews with local edible food recovery organizations. Prepared SB 1383-compliant program recommendations. This research will help the City comply with new SB 1383 regulations (2020).

City of Alameda, Zero Waste Technical Assistance for Commercial and Multi-Family Generators, Alameda, CA. Provide technical assistance to commercial and multi-family properties generating large amounts of waste in Alameda. Perform site visits and assessments and offer tenant outreach and training. This project focuses on implementing behavior changes and service level changes that help large generators comply with mandatory recycling and organics recycling programs (2020-current).

Residential Recycling Residuals Waste Characterization Study, San Jose, CA. Managed a field sort team that sampled, hand-sorted, and characterized residual materials generated at the California Waste Solutions (CWS) Materials Recovery Facility (MRF). Managed the field team that sampled and classified residual material and collected data for analysis. Performed quality assurance/quality control (QA/QC) on sorted residual samples and data. This provided insight regarding the City of San Jose's overall MRF performance, allowing the City to make informed decisions about contracts and assessment of CWS's contract fulfillment (2020).

Residential Incoming Recyclables Waste Characterization Study, San Jose, CA. Served as SCS's on-site representative for a waste characterization study of incoming recyclables performed at the CWS MRF and the GreenWaste Recovery MRF. Managed the field team that sampled and classified incoming recyclables and collected data for analysis. Performed QA/QC on sorted samples and data. This provided insight regarding the materials being put in curbside recycling bins, and allowed the City to make informed decisions about their recycling program (2020).

Tacoma's Food Saver Challenge Pilot, Tacoma, WA. Developed and implemented a 3-week food waste reduction campaign pilot for local restaurants. Recruited participants via phone, email, and door-to-door outreach. Created outreach material, including posters, flyers, and a website. Visited businesses to discuss their waste prevention and diversion efforts. Organized two film screenings, followed by panel discussions with local food waste prevention and organics recycling experts (2019 – with previous employer).

Cobia Capital, Organics Research, Byron, CA. Provided project support to help the client understand and quantify potential organics volumes in Alameda, Contra Costa, and Santa Clara counties, specifically related to SB 1383. Researched existing and planned organics processing facilities, including compost facilities, dairy digesters, and anaerobic digesters at wastewater treatment plants. Researched fats, oils, and grease (FOG) and manure as potential waste-to-energy sources. Researched funding opportunities for dairy digesters and anaerobic digesters. This research provided the client with an assessment of energy available from existing or new sources, and helped prioritize projects based on their needs while also considering their waste goals. Research on this project is expanding to include Los Angeles, Riverside, and San Diego Counties. (2020-2021)

KELLI FARMER

Education

BA – Sustainability, San Diego State University, 2021

AA – General Science, Santa Monica City College, 2019

Specialty Certifications

TRUE Advisor

GBCI

Professional Experience

As an associate staff professional, Ms. Farmer possesses skills in database management, interpersonal communication, event planning, and environmental education. She supports the Pasadena SMM group with activities such as zero waste and solid waste management plan preparation, business waste reduction and recycling technical assistance, disposal reporting review and monitoring, waste characterization studies, and general research and report writing. She is in charge of working closely with clients and SCS supervisory staff, providing oversight of field activities, performing site visits, conducting field work, and preparing reports for clients.

Ms. Farmer's skills also include public speaking, communication, database management and data analysis, and project development. She is experienced in public communications and client service.

Prior to joining SCS, Ms. Farmer has worked in various roles where she conducted market research, analyzed trends, employed business development and marketing strategies in order to increase visibility of marketing campaigns. She also has experience leading projects by assembling budgets and events as well as managing data for accuracy as a zero waste intern for Zero Waste Washington.

ANN K. ZALD

14847 Greenleaf St., Sherman Oaks, CA 91403

310-365-4925

annzald@gmail.com

SUMMARY

Accomplished, results-driven Environmental Specialist, excels at advancing environmental, public health and social impact outcomes. A versatile, high-performing and collaborative manager with the proven ability to align stakeholders, obtain decision-maker buy-in, and implement initiatives.

- Synthesizes complex concepts and conveys their essence for clarity around essential priorities.
- Utilizes proactive problem-solving and communication skills to coordinate program launches, bring cross-functional partners to the table and propel teams to attain specified targets.
- Leverages project management expertise, ranging from planning and logistics, to critical path budget, timeline and metrics tracking, to oversee project and program and operations.
- Leverages creative content supervisory expertise, from concept and design ideation to scripting, pre-production, production, editorial, and approvals, to deliver film/video and web projects.
- Develops, writes and produces outreach, policies, presentations, reports, strategic plans and training documentation to generate engagement from diverse audiences, inclusive of community members, corporate executives, government officials, non-profit organizations, media influencers and staff.

PROFESSIONAL EXPERIENCE

LOS ANGELES SANITATION AND ENVIRONMENT (LASAN), Los Angeles, CA, 2017-2020

FUSE Executive Advisor (2018-2020) / **FUSE Executive Fellow** (2017-2018)

Spearheaded creation and execution of integrated, effective approaches to collect, recover and recycle solid waste and generate healthier environments for City of Los Angeles residents.

- **Solid Waste Citywide Recycling Division:** Championed multi-prong surplus food recovery initiatives to forward attainment of State and City climate change, zero waste and equity objectives.
 - Developed LASAN's first-ever **Food Rescue Roadmap**, which provided goals, priorities and upgrades to amplify and expand the recycLA program's pioneering food recovery model, inclusive of compliance with upcoming SB 1383 regulations, outreach to food generators, criteria to maximize grant funding, and advocacy for capacity and infrastructure-building solutions to boost the stability of the food redistribution network.
 - Orchestrated an inaugural Food Rescue Retreat attended by 100+ stakeholders from non-profit organizations, commercial franchise waste haulers, and City and County government agencies.
 - Mounted presentations and brainstorming sessions to secure internal and external support for public/private/non-profit partnerships to better facilitate diversion of edible food.
- **Solid Waste Livability Division:** Devised and advocated strategies to streamline operations, maximize efficiency and broaden homeless encampment and neighborhood cleanliness services.
 - Identified pressing challenges, analyzed key performance indicators and metrics, and established best practices to strengthen internal communication, policies and procedures as well as develop ongoing data measurement, evaluation and reporting solutions.
 - Authored a **Program Optimization Report** and a **Deployment Plan** that contributed to City Council approval to form a Livability Services Division and creation of the Comprehensive Cleaning and Rapid Engagement program to increase sanitation and public health service to encampments and ensure that the hardest-hit underserved communities receive regularly scheduled fulfillment.
 - Collaborated with the Unified Homeless Response Center, the Los Angeles Homeless Services Authority and other government agencies and non-profit organizations to develop targeted initiatives that collectively improved conditions on the streets, including "A Bridge Home"

ANN K. ZALD, page 2

shelters, litter reduction programs, hazardous waste collection, mobile hygiene centers and storage accessibility.

TRAILER PARK, Hollywood, CA, 2012- 2017

Content Department, Supervising Producer

Oversaw 25-person staff in production of film and brand marketing videos and launched new initiatives to catalyze business offerings, revenue streams and client roster, including Apple, Disney, Fox, Lionsgate, Netflix, Red Bull, Sony, Unilever, Universal and Warner Bros.

- Cultivated key client relationships to foster fluid communication and timely problem-solving that allowed department to become the go-to repeat vendor for corporate solutions.
- Partnered with communications staff to create narrative “new business” strategy, inclusive of awards recognition and social media engagement, to sizably expand customer base and income.
- Substantially increased output by liaising with executives, unit supervisors and producing team to strengthen resource allocation, workflow and delivery/documentation procedures.
- Ensured divisional financial health: monitored revenues and expenditures; approved and audited budgets and cost reports. Managed legal affairs: negotiated contracts and licensing agreements.

TWENTIETH CENTURY FOX HOME ENTERTAINMENT, Los Angeles, CA, 2006 - 2012

Global Content Development, Executive Director (2009-2012) / Director (2006-2009)

Steered audio-visual content creation, asset delivery and final product integration on 1,000+ titles.

- Hired and managed studio staff and vendors to ensure production of high-quality narrative content that achieved worldwide marketing goals within scope of project spending plans and deadlines.
- Fostered relationships with internal business units and external talent to secure alignment on project vision that vastly augmented stakeholder participation and on-time deliverables.
- Created media-facing marketing materials to maximize promotional impact of outreach events.
- Negotiated requests for proposals, service contracts, and vendor cost reduction agreements.

ADDITIONAL PROFESSIONAL EXPERIENCE

Story Editor, *INTERSCOPE COMMUNICATIONS*, Los Angeles, CA

Instructor, *UCLA EXTENSION*, Los Angeles, CA

Research Associate, *UCLA SCHOOL OF PUBLIC POLICY & SOCIAL RESEARCH*, Los Angeles, CA

COMMUNITY EXPERIENCE

Food Waste Reduction Subcommittee Member, *PACIFIC COAST COLLABORATIVE*, Los Angeles, CA

Food Waste Prevention & Rescue Working Group Member, *LA FOOD POLICY COUNCIL*, Los Angeles, CA

Diversity Committee / Sustainability Committee Chairperson, *THE COUNTRY SCHOOL*, Los Angeles, CA

Citizen Forester/Tree Care Leader, *TREE PEOPLE*, Los Angeles, CA

Project Manager/Skilled Expert, *LA WORKS*, Los Angeles, CA

Legislative Intern, *AMNESTY INTERNATIONAL*, Washington, DC

EDUCATION

Sustainability Certificate, *UNIVERSITY OF CALIFORNIA, LOS ANGELES*, Los Angeles, CA

Horticulture Certificate, *UNIVERSITY OF CALIFORNIA, LOS ANGELES*, Los Angeles, CA

M.F.A., *UNIVERSITY OF SOUTHERN CALIFORNIA*, Los Angeles, CA

B.A., *UNIVERSITY OF MICHIGAN*, Ann Arbor, MI

Middle Eastern Studies Abroad, *AMERICAN UNIVERSITY IN CAIRO*, Cairo, Egypt

JUDI GREGORY

President



Judi Gregory, owner of Go2Zero Strategies, LLC, has worked in the recycling and solid waste management field for over 30 years. In 2013, Go2Zero was awarded Small Business of the Year by the CA Small Business Administration. More recently, Senator Portantino’s Office recognized Ms. Gregory as a 2018 Woman in Business Honoree in Environment and Sustainability. Her experience includes work in various industry sectors; however, Ms. Gregory has focused much of her time on the development of industry related training and certification programs and implementing Zero Waste initiatives across California. Ms. Gregory also launched GreenEducation.US, which is an online learning portal for sustainability professionals.

CREDENTIALS
COMPANY
Go2Zero Strategies
EXPERIENCE
30 Years
EDUCATION
Religious Studies, University of California, Los Angeles
LICENSES & CERTIFICATIONS
<ul style="list-style-type: none"> • TRUE Advisor – US Green Building Council • Certified Sustainable Resource Management Professional – San Jose State University
PROFESSIONAL AFFILIATIONS
<ul style="list-style-type: none"> • Board Member, National Recycling Coalition’s National Standards Certification Board • Member, California Resource Recovery Association • Member, Southern CA Waste Mgmt. Forum

From 2005 through 2013 Judi worked as the Interim Executive Director and Certification Manager for the CA Resource Recovery Association. There she developed an industry certification program with financial support from the U.S. Environmental Protection Agency. In 2010, the training program was used as the foundation for a \$4.87M grant from the U.S. Department of Labor, alongside project partners Irvine Valley College, Golden West College, and grant lead Santa Monica College. In the capacity of Grant Manager, Judi managed a \$800,000 budget and over a period of two years lead 80 training workshops and trained nearly 700 individuals.

Ms. Gregory has an extensive background in operations and management of waste hauling and recycling firms, and from 1998 through 2012 owned a Los Angeles-based hauling firm, Global Waste Recycling. In this capacity she was responsible for setting up recycling programs at some of the largest movie studios in the world, including Paramount Studios, NBC, ABC, CBS, and Warner. Ms. Gregory also helped implement the City of Santa Monica’s multi-family recycling program and worked with the City of LA to develop a multi-family Christmas Tree Recycling Program, serving nearly a million residences annually.

Ms. Gregory’s business received a WRAP Award from the CA Integrated Waste Management Board in 2004 and Ms. Gregory received the “Recycler of the Year” award from CRRRA in 2007. Ms. Gregory’s firm holds multiple small and disadvantaged business certifications, and Ms. Gregory is a former Lieutenant who served in the Army National Guard.

Relevant Projects:

University of Southern California, Campus-wide Waste Composition Study, Los Angeles, CA - 09/2019 to present

Project Owner | This project commenced in September of 2019 and will run through the December 2020. Judi is overseeing the implementation of a campus-wide waste composition study that will include comprehensive data collection and analysis on opportunities to reduce waste at the source, identify recoverable food, and right sizing of service.



**NASA Services, Los Angeles Bureau of Sanitation – recycLA Program, Los Angeles, CA
- 07/2014 to Present**

Zero Waste Director | Ms. Gregory prepared NASA Services 3,000 page proposal to the City of Los Angeles resulting in award of a \$180 Million contract for the client. As part of the recycLA program, Judi oversaw the transition of approximately 2,500 commercial and multi-family hauling accounts into the City of Los Angeles’ exclusive franchise hauling system. As a subcontractor to NASA Services, Judi manages four full-time employees that provide day-to-day customer assistance with Zero Waste Programs. Additionally, Ms. Gregory is responsible for reporting and compliance, and program management.

SCS Engineers – Los Angeles County Public Works Smart Business Recycling Program & Commercial Institutional Recycling Program, Los Angeles County, CA - 2/2015 to Present

Zero Waste Project Manager | Ms. Gregory manages the field representatives who have completed over 1000 site visits throughout unincorporated Los Angeles County. As a sub-contractor to SCS Engineers, LLC, Ms. Gregory visited county facilities that generated large volumes of solid waste to provide high-level sustainable planning and expertise. She pooled from her extensive experience to identify strategies to reduce waste, conserve energy, address climate impact of operations and comply with state mandates. Ms. Gregory has developed the waste assessment forms utilized in the field, written over 15 Resource Management Plans for County facilities, developed a school recycling and waste reduction toolkit, developed case study information sheets, written awards recognition scoring criteria, overseen efficient tracking of data and site visit results, and served as a sounding board to the County on new programs best suited to serve constituents.

CORY OSKARDMAY

Zero Waste Associate



Cory Oskardmay, Zero Waste Project Associate at Go2Zero Strategies has visited over 500 businesses in downtown Los Angeles, completing waste assessments and advising on waste-reduction strategies as part of NASA Services’ RecyclA team. In addition to his technical support for businesses, Cory provides monthly diversion reports for the city and customers in downtown Los Angeles. After completing the recyclA program transition for NASA Services, Cory worked with LA County Public Works, completing 76 outreach and education visits at multi-family complexes and businesses, providing recycling materials to more than 1100 residents and business Supermarkets, setting up recycling, food waste recycling, and food donation programs for the markets for compliance with AB 341, AB 1826, and SB 1383.

Relevant Projects:

**NASA Services, Los Angeles Bureau of Sanitation – recyclA
Los Angeles County, CA – 06/2017 to present**

Zero Waste Associate | Mr. Oskardmay visited more than 500 businesses in downtown Los Angeles, setting up recycling and food waste recycling programs. As part of the program implementation, Cory provided recycling training and education for high-rise buildings, small textile stores, multi-family complexes, and many other business types. He also provided monthly diversion reports to customers upon request.

**SCS Engineers – Los Angeles County Public Works Smart Business Recycling Program
Los Angeles County, CA – 08/2018 to present**

Recycling Education and Outreach Associate | Mr. Oskardmay provided education and outreach about state regulation AB 341 to 76 multi-family complexes in Unincorporated Los Angeles County through the Multi-Family Recycling program. He provided recycling materials to over 1100 tenants, and advised property managers and owners on the benefits and requirements for setting up recycling programs.

Food Donation, Recovery and Outreach Associate | Mr. Oskardmay provided education and outreach about new state regulation SB 1383 to food-waste generating businesses in Unincorporated Los Angeles County through Food DROP (Donation, Recovery and Outreach Program). He connected businesses that throw away edible food to local food donation and recovery nonprofits, and provided recycling materials when needed.

Vallarta Supermarkets, Waste Reduction and Recycling Program, Los Angeles County, CA – 08/2018 to present

Waste Reduction Program Coordinator | Mr. Oskardmay facilitated the recycling, food waste recycling, and food donation program implementation for 34 Vallarta Supermarket locations to ensure compliance with state regulations AB 341, AB 1826 and SB 1383. He was responsible for conducting service analyses, addressing service issues, coordinating recycling training, delivering recycling materials, piloting and implementing alternative waste-reduction programs. Through the program, he was

able to save Vallarta Supermarkets thousands of dollars on a monthly basis by right-sizing service, analyzing franchise rate structures, and eliminating wasteful practices within the markets.

CREDENTIALS
COMPANY
Go2Zero Strategies
EXPERIENCE
2 Years
EDUCATION
BS, Environmental Science, University of North Carolina, Asheville
LICENSES & CERTIFICATIONS
Certified Sustainable Resource Management Professional San Jose State University
PROFESSIONAL AFFILIATIONS
<ul style="list-style-type: none"> Member, California Resource Recovery Association

NICOLE HERNANDEZ

Zero Waste Specialist



Nicole Hernandez, Zero Waste Associate at Go2Zero Strategies has worked in sustainable materials management for the past two years. Her experience consists of providing solutions to waste reduction practices in service of residences, commercial business, and large-scale events. In 2018, she assisted in establishing the standard operating procedures for organics waste management at a major athletic stadium, which held large-scale events for up to 100,000 attendees. During this time, Ms. Hernandez has hosted a number of community sustainability events where she provided education and outreach materials regarding SB 1383. On behalf of NASA Services, Ms. Hernandez visited over 300 businesses in downtown Los Angeles, completing waste assessments in order to establish compliance with AB 341 and AB1826. As a part of the RecyclA team, Ms. Hernandez provided recycling training and education to restaurants, small textile stores, wholesale suppliers, and various commercial accounts.

CREDENTIALS
COMPANY
Go2Zero Strategies
EXPERIENCE
2 Years
EDUCATION
BA, Art History, University of California, Los Angeles
LICENSES & CERTIFICATIONS
<ul style="list-style-type: none"> • Certificate in Recycling and Resource Management, Santa Monica College • Certified Sustainable Resource Management Professional – San Jose State University
PROFESSIONAL AFFILIATIONS
<ul style="list-style-type: none"> • Board Member, National Recycling Coalition’s National Standards Certification Board • Member, California Resource Recovery Association • Member, Southern CA Waste Mgmt. Forum

Relevant Projects:

**NASA Services, Los Angeles Bureau of Sanitation – recyclA
Los Angeles, CA – 09/2019 to present**

Zero Waste Associate | Ms. Hernandez visited over 300 businesses in downtown Los Angeles, completing waste assessments in order to establish compliance with AB 341 and AB 1826. As a part of the RecyclA team, Ms. Hernandez provided recycling training and education to restaurants, small textile stores, wholesale suppliers, and various commercial accounts.

**SCS Engineers – Los Angeles County Public Works Smart Business Recycling Program
Los Angeles County, CA – 09/2019 to present**

Recycling Education and Outreach Associate | Ms. Hernandez provided education and outreach to 50 multi-family complexes in Unincorporated Los Angeles County through the Multi-Family Recycling program. She recommended service-level adjustments to property managers in order to implement recycling and organics programs and meet the requirements for compliance with state regulations AB 341 and AB 1826.

301 Organics, Rose Bowl Stadium Sustainability Program, Pasadena, CA – 03/2018 to 9/2019

Zero Waste Events Manager | Ms. Hernandez collaborated with administration and food & beverage managers in the planning and implementation of the Rose Bowl's sustainability and Zero Waste goals. During events, she trained youth volunteers in educating attendees on proper source separations in order to foster seamless organics diversion. As manager on-site, she monitored waste management operations and coordinated with the sanitation team to report metrics and waste diversion numbers. Additionally, she was responsible for instructing the staff on the venue’s food donation and food waste recovery program.

L.A. Compost, GrowGood Farm Compost Program, Los Angeles, CA – 04/2018 to 07/2018



Field Intern | Ms. Hernandez Implemented efficient and cost-appropriate composting mechanisms in service of South Los Angeles urban farm GrowGood Inc. In order to increase engagement, she developed and distributed educational material at all composting workshops. There, she provided technical training to over 50 attendees during special volunteering events held by GrowGood farm.

MATT BREIDENTHAL

Sustainability Consultant



Matt Breidenthal, Sustainability Consultant at Go2Zero Strategies, has worked in the sustainability sector for over five years. His experience began in college as a part of Symbiotic Solutions, which developed methods of bioremediation and mycoremediation for rainwater runoff as a means of cleaning up fossil fuel and chemical spills. Matt's experience continued as he helped to reform waste disposal practices on campus at CSU Chico and participated in and hosted community seminars to motivate sustainability practices in many Northern California communities. After college he entered the renewable energy sector, providing education on the environmental and fiscal benefits of converting to photovoltaic power. Matt's current focus at Go2Zero is reducing GHG emissions by helping to implement food scraps and organics recycling programs for municipalities.

CREREDENTIALS
COMPANY
Go2Zero Strategies
EXPERIENCE
5 Years
EDUCATION
BA, Psychology, BA Sociology, California State University, Chico
LICENSES & CERTIFICATIONS
Certified Sustainable Resource Management Professional – San Jose State University

Relevant Projects:

Associated Students Sustainability Internship – 08/2015 – 05/2016

Intern | Matt helped implement a campus-wide waste characterization that included comprehensive data collection and analysis on opportunities to reduce waste at the source, identify recoverable food, and educate students on proper disposal of recyclable items. This helped ensure that edible food was not wasted and that compostable food scraps were taken to the campus garden to be reused to create nutrient rich soil rather than taken to landfills.

NASA Services, Los Angeles Bureau of Sanitation – recycLA Program, Los Angeles, CA - 11/2019 to 12/2019

Sustainability Consultant | Matt conducted waste assessments and characterizations for commercial businesses in the Downtown Los Angeles area and helped educate business owners on waste reduction and appropriate recycling practices that enabled the business owners to reduce costs. This included offering information about upstream and downstream waste reduction, opportunities for reuse, and company-wide training seminars for their employees in order to help facilitate higher success rates for proper disposal of recyclable materials.

SCS Engineers – Oceanside Food Commercial Food Scraps Recycling, Oceanside, CA – 12/2019 to Present

Sustainability Consultant | Matt plays a central role in initiating the rollout of the food scraps recycling program for commercial businesses in the city of Oceanside, serving as the first point of contact for face-to-face meetings with the businesses to inform them on the new mandatory practices. He is responsible for educating business owners on the requirements of AB 1826 and SB 1383. Matt trains businesses on how to comply with the local and state laws but, also looks for opportunities for rightsizing and waste reduction to offer opportunities to save the clients money on costs. Initial site visits consist of providing education about the state and local ordinances, conducting waste assessments, offering information on reuse and reduction, connecting the businesses with specialized recycling businesses for materials the hauler cannot accept, offering suggestions about upstream waste reduction, and answering any questions the business owners have regarding the program or recycling.

Natalie Lessa
Owner, Education & Outreach Specialist

Location: Long Beach, CA
 Proposed Position: Task 5 Lead, Task 6 Lead
 Availability for Assignment: 35 - 50%
 Has Worked with SCS: Yes; 2 years
 Years with ReCREATE: 2 (Owner)

Education	BA – Journalism and Public Relations, California State University of Chico, 2013
Licenses / Affiliations	Zero Waste Associate Certificate, Zero Waste USA Advanced Certificate in Community-Based Social Marketing, McKenzie-Mohr Certified Sustainable Resource Management Professional, SJSU Climate Protection Professional Certificate, Skyline College Secretary, Women in Solid Waste and Recycling (SoCal Chapter) Volunteer Coordinator, Surfrider Foundation (Long Beach Chapter) Facilitator Training Course – Level 1 Certificate, Kula Collective

Natalie is the co-owner of ReCREATE Waste Collaborative and specializes in education and outreach, zero waste planning and implementation, and on-the-ground technical assistance to businesses and residents. With a decade of experience working in the solid waste industry across California, Oregon, and Colorado, her specialty lies in working with municipal agencies, nonprofits and large waste generators to plan for California legislative compliance (AB 341/1826; SB1383). Through conducting in-person business technical assistance and outreach to large waste generators, she helps divert waste and reduce contamination, making it easier for businesses and municipalities to comply with state and local policies. Natalie is currently managing ReCREATE’s SB 1383 food recovery organization projects in the greater Los Angeles County area where she assists with the preparation of compliance new and recent legislation.

Natalie has contributed to over a dozen municipal projects focused on the planning and implementation of AB 341/1826 and SB 1383. She served as a Recycling Coordinator for the City of Rancho Cordova and assisted in the planning and roll-out of new commercial recycling and organics recycling services with the city’s three franchised waste haulers. Through her knowledge of the legislative requirements and enthusiasm to engage crucial stakeholders, she was able to bring residential and commercial contracts and the municipal code up-to-date with requirements prior to the state’s enforcement date and helped to write one of the first local ordinances to include AB 341/1826 language.

During her tenure with R3 Consulting Group, Natalie supported multiple zero waste plan and procurement projects including for the cities of: Santa Monica, Carlsbad, Redlands, Rancho Cordova, Sacramento, Santa Rosa, Windsor, and the Town of Corte Madera. Notable businesses that she provided training and technical assistance to include: Restoration Hardware, Peet’s Coffee, HBO/Hulu, Santa Monica Place, Outer and various mall and grocery facilities.

Prior, she managed the Alameda County Green Child Care Program where she rolled out recycling and composting services to over 50 classrooms across the county and provided training to all teachers and janitorial staff. As part of this Altamont Landfill Grant program, she coordinated with over 200 teaching and janitorial staff to create new and improved programs on campus and increase diversion of waste.

Kirk Kunihiro
Owner, Waste Evaluation Specialist

Location: Long Beach, CA
 Proposed Position: Task 5 Support, Task 6 Support
 Availability for Assignment: 40 - 65%
 Has Worked with SCS: N/A
 Years with ReCREATE: 2 (Owner)

Education	BS Recreation Parks, and Tourism, San Francisco State University
Licenses / Affiliations	Zero Waste Associate Certificate, Zero Waste USA Member, California Resource Recovery Association (CRRRA) Member, Northern California Recycling Association (NCRA)

Kirk is a co-owner and principal of ReCREATE Waste Collaborative, specializing in waste characterizations, data management and tracking, and logistics coordination with waste haulers and community groups. Over the past decade Kirk has worked with public, private, and non-profit organizations in the waste industry, from zero waste event companies in the Bay Area, to Pennsylvania’s oldest grassroots environmental organization. His vast experience working on-the-ground with large venues and events, and in the commercial and residential sectors, will be important for supporting the development of the Task 5 Implementation Plan and overseeing the logistics and record keeping needed for implementing inspections in Task 6.

Kirk’s on-the-ground experience is extensive; a few notable projects include those conducted in Los Angeles (City and County), and Pittsburgh (PA). Recently, he assisted LASAN’s Curb Your Food Waste organics recycling pilot program which included waste characterization field work and public outreach for the project. The outreach component consisted of administering and managing the implementation of twenty workshops where pilot residents were educated food waste prevention, composting, and proper participation in the pilot program. The waste characterization component consisted of fieldwork planning and implementation, including the provision of staffing and equipment, for quarterly sampling periods conducted over the course of a year.

For the Mojave Desert and Mountain Recycling Authority, Kirk is currently managing an ongoing recycling contamination pilot project to test the effectiveness of outreach strategies through cart-based waste characterization sampling. Kirk is managing all of the data collected from this 9-member agency study and is responsible for coordinating with various waste hauling companies, city recycling coordinators and operators to coordinate the intricate details of a waste characterization in the largest county in the country. Results of the pilot will inform the multi-member agency’s future strategies for wider outreach efforts in their communities.

Kirk assisted with the implementation of a Los Angeles County waste characterization study, managing a team that visited and recruited multi-family properties for inclusion in the study. Kirk and the team visited hundreds of properties in unincorporated LA County as part of these site recruitment efforts. To ensure that work was being conducted efficiently and on schedule, and to organize and track the high volume of in person contacts being conducted by three team members, Kirk developed an internal data management system with data points that included site information (location, management contacts,

number of units), contact attempts, follow up prompts, and outcome of recruiting efforts (non-interested sites or successfully recruited). Follow up attempts included email and phone contacts.

In Pittsburgh, PA, Kirk was contracted to assist with the implementation of a 1,200-household recycling pilot program. While working for the Pennsylvania Resources Council, Kirk oversaw the education team and conducted door-to-door outreach to 1,200 households; organized community outreach meetings; and monitored program participation levels through visual audits and route shadowing. As part of this project Kirk developed and utilized a data management system to ensure that the team was able to track in-person contacts and results.

Alyson Schill
Founder of Careit
Consultant, Food Waste Specialist

Location: Los Angeles, CA
Proposed Position: Task 5 Support, Task 6 Support
Availability for Assignment: 35 - 50%
Has Worked with SCS: N/A
Years with ReCREATE: 2

Education	BA East Asian Studies, Arizona State University
Licenses / Affiliations	Zero Waste Steering Committee Member, Northern California Recycling Association (NCRA) Co-Chair, Los Angeles Food Policy Council

Alyson brings an intimate knowledge of zero food waste, restaurant culture, sustainability, and nonprofits together to powerfully move initiatives forward in California. As the Founder of Careit – a food donation app that provides reporting and data tracking for compliance with SB 1383 mandates – she has an intimate knowledge of the reality of food waste in the commercial sector and brings valuable experience working directly with these entities. Her knowledge of the challenges of commercial edible food generators and food recovery services/organizations will be crucial for the development of the Implementation Plan in Task 5 and the execution of creating a data tracking system and implementation of inspections. She will also play a key role in working directly with food recovery services/organizations and using her experience to gather reliable data in a time efficient manner.

Alyson has taught residential composting workshops for the City of Los Angeles pilot program and has conducted door-to-door recruiting to hundreds of multi-unit residential property companies to participate in waste audits with People Planet Waste. She was a top 5 enumerator for the Los Angeles area 2020 US Census, regularly tracking and recording site visits and participation data of over 700 addresses. Additionally, she worked as a data and accounting consultant for Marc Philips Rugs, providing monthly reports on accounts receivable statuses, updating payment information, tracking inventory, and migrating their entire operations database from one software to another. Her diligent work educating and serving underprivileged communities and schools with TreePeople; Maker Faire; and GrowNYC’s Office of Recycling proved her with the ability to rapidly grow small projects into large, social movements.

Having served as Co-Chair for the LA Food Policy Council Food Waste Prevention and Rescue Working Group where she pushed forward the adoption of the food donation elements of the RecycLA franchise program, she continues to thrive at the heart of shaping and advocating for city, county, and statewide policies and support for food waste prevention.

Alyson’s innovative interest in developing Careit began at Food Forward as the Food Rescue Volunteer Manager when she saw a gap in technology available for connecting huge systems of edible surplus food. Using Careit to identify food donors and nonprofit recipients; compliant requirements; and the total weight of food donations and donations received, she helps communities plan for the vigorous reporting requirements of upcoming SB 1383. Alyson continues to ensure that Careit pivots technology around real-world applications for policy, hunger, and environmental issues. She is passionate about reconnecting all members of a community and healing through food.

Ryan Robles
Consultant, Commercial Accounts Specialist

Location: Glendale, CA
Proposed Position: Task 6 Support
Availability for Assignment: 15-40%
Has Worked with SCS: N/A
Years with ReCREATE: 2

Education	BA in Business Management, Sustainability Minor, California State University, Northridge
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Ryan has a background in on-the-ground commercial kitchens and working with businesses to cultivate sustainable practices. His experience as a prior Recycling Coordinator for Athens Services and currently managing operations at a ghost kitchen in Los Angeles will be valuable for conducting inspections, sharing resources, and working with the unique sector of Tier 1 and Tier 2 generators. Ryan received his degree in Business Management and a minor in Sustainability from CSU, Northridge and is additionally bilingual in Spanish. He began his career working with local nonprofits Kiss the Ground and 5 Gyres where he created educational programs for community events. For Athens Services, he managed 1,700 commercial accounts in the RecycLA program and was responsible for service areas in Pacific Palisades, West Los Angeles and Brentwood. He recently created educational marketing campaigns for the City of West Hollywood to limit food waste and was influential in increasing composting and recycling participation in the commercial sector. He currently uses his knowledge of supply chain management to assist businesses in cultivating more sustainable practices, along with supporting the local community, through his involvement at a multi-kitchen, food distribution startup. In his free time, he is focused on creating local composting windrows and gardens for businesses and residents to begin a farm-to-table program throughout Los Angeles.

Michele Meisch | Client Services Director

More than 27 years experience

- Strategic Brand Development
- Consumer Research & Analysis
- Media Strategy & Negotiation
- Budget Strategy & Management
- Team Leadership

Qualifications

Michele brings more than 26 years of account management experience and has a specialized understanding of more than 15 different industries. She is an advocate for her clients, which means the success of your business becomes her number one priority. With the ultimate goal of providing an exceptional experience, Michele is relentless in finding innovative ways to provide value to clients. Michele believes in leading by example as well as challenging the norm when it comes to brand development.

Her dedication to client relationships is built on her uncanny ability to recognize the important details that mean the most to business owners, no matter how minute they may seem. Those key skills in communication and detail-oriented management are what help move brands from conception to launch.

She leads the dynamic client services, ensuring client engagement is delivered with the highest level of quality and professionalism. She partners with strategic account leaders to develop strategic brand development.

She has a passion for teaching adults and excels in professional training. She has taught in the field of advertising and marketing at Fresno State and University of Phoenix. As if her life couldn't be faster paced, you can always find Michele active in organizations such as the Fresno State Alumni Association.

Summary of Work Experience

2021	California Department of Public Health
2020	GJ Gardner Homes
2020	Shaver Lake Visitors Bureau, spearheaded non-profit efforts Rebuild Our Sierra
2019-present	Fresno County Department of Behavioral Health, client communications, media strategy, digital marketing, creative production, social media
2019-present	Fresno County Superintendent of Schools - social media, website, SEM

2019-present Fresno County Department of Public Works client communications, media strategy, digital marketing, creative production, social media

2018-present Sol-Tek Solar client communications, media strategy, digital marketing, content marketing, direct marketing, mass market advertising, event marketing, creative production

2018-present Vast Networks, branding, client communications, media strategy, digital marketing, mass market advertising, creative production

2018-present Zabe Mortgage, sales marketing, email marketing, collateral design

2018-2019 California Water Service - Video production

2012-present Cherry Avenue Auction, client communications, media strategy, digital marketing, creative production, social media, event marketing

2017-present Fresno County Department of Public Health, crisis communications, client communications, media strategy, digital marketing, creative production, social media

2017-present Korein Tillery Law Firm, advertising strategy, digital marketing, media buying and reporting.

2017-present Ace Hardware Central Valley co-op group, advertising strategy, digital marketing

2017-2018 BMY Construction - website design

2017-2018 CenCal CNC - website design, collateral design

2017-2019 Heritage University, website project management

2017-2018 Brandman University, outreach strategy, creative production, video production, client communications

2017-2018 Studio Movie Grill - event promotions, influencer outreach, grand opening event management and PR

2017-2019 Mid Valley Financial, strategic marketing and advertising direction, digital media, creative production, branding, client communications, website

2017-2018 Orloff Jeweler - retail marketing, social media, events

2015-2016 San Luis Obispo County Travel and Tourism Board, strategic marketing and advertising direction, creative management, branding, digital marketing, client communications, analysis and reporting, public relations, partnership management

2015-2016 Indian Head Casino, strategic marketing and advertising direction, creative management, branding, client communications, digital marketing, analysis and reporting

2014-2017 Massage Envy Reno and Central Valley - strategic marketing and advertising direction, creative management, branding, client communications, digital marketing, analysis and reporting

2014-2016 Mercedes-Benz of Fresno, client communications, media strategy, partnership management, digital marketing

Tara Monreal | Associate Account Manager

More than 4 years experience

- Administration Organization
- Account Coordination
- Market Research
- Customer Service

Qualifications

Tara brings a strong passion to learn and an eager drive for success. Her experience in the agency world has made her a valued member of the JP team, and her enthusiasm enables her to work with clients to achieve a common goal. Her unique ability to work collaboratively can be described as “an employer’s dream.” Tara assumes all tasks with professionalism and a genuine personable approach.

As an associate account manager, Tara supports the account managers by assisting them on all aspects of their client projects and tackles any task thrown her way. Whether aiding in project management or organizing key client information, Tara strives to complete each task efficiently so she can assist the team in creating wins for clients.

She brings a positive approach to each assignment, with the hope of creating a lasting impact that will deliver success for every client and the company. Tara focuses on the superb tactical execution of outreach, client communication and content development.

Giving back to the community has always been an important part of Tara’s life. In addition to serving St. Joachim Catholic Church throughout college, Tara’s been a seasoned volunteer at a local soup kitchen through her church.

Summary of Work Experience

2021-present	Keenan Farms
2020-present	DairyAmerica
2020-present	Clovis Glass Co.
2020-present	Circle K Ranch
2020-present	Fresno Madera Farm Credit
2020-present	Tucoemas Federal Credit Union
2020-present	Van Beurden Insurance Services
2020-present	Risico Insurance Services
2020-present	Fresno County Superintendent of Schools
2020-present	Fresno County SOS MHSA Grant
2020-present	California Arts Council

2020-present Fresno Dental Professionals, Account Coordination
2019-present City of Fresno Department of Public Utilities
2019-2020 The Groppetti Automotive Family, Account Coordination, Social Media Management
2019-present Goodguys Tires & Auto Repair
2019-present Lewis Diamond Co., Account Coordination
2018-2019 Research Assistant, conducted research and copywriting for marketing thesis
2018-2019 Administrative Assistant, processed invoices and reimbursements, planned and coordinated events
2014-2017 Customer Service Representative, processed new business

Programs and Software

Microsoft, Google Analytics, Google Digital Garage, Adobe InDesign

Education

Smittcamp Family Honors College at CSU Fresno, Bachelor of Science in Business Administration with Marketing emphasis

Awards

Summa Cum Laude
2019 Department of Marketing Outstanding Student Award
2019 Dean's Medalist for the Craig School of Business

Jenica Sabelstrom | Copywriter & Producer

More than 5 years of experience

- Storytelling
- Broadcast Production
- Digital Post-production
- Editing
- Project Management

Jenica is a writer and storyteller who joins JP Marketing by way of cable television. Over the past six years, she has had a front-row seat reporting on the biggest news stories of our time. During those experiences, her goal was to work diligently to be a "voice for the voiceless" and connect communities with information through unparalleled content creation.

Jenica brings her ability to synthesize complex information into robust messaging for clients while also producing content that puts those stories in motion.

Jenica earned her bachelor's degree in broadcast journalism from American University in Washington, DC.

Summary of Work Experience

2019 - 2020 KRIS-TV, News/OTT Producer

2017 - 2019 Fox News Channel & Fox Business Network, Coordinating Producer - Media Desk

Programs and Software

Adobe Creative Cloud, Final Cut Pro, Microsoft PowerPoint (certified), Microsoft Word (certified), Google Suite, AP Style, iNews, ENPS, Over-the-top (OTT) media services

Bryan Pickens | Art Director

More than 20 years experience

- Creative Direction
- Graphic Design
- Advertising Development

Qualifications

Bryan brings more than 20 years of experience in design, with a strong emphasis in free-hand illustration and branding, as the Art Director at JP Marketing. With Bryan at the helm since 2014, our creative department is stronger than ever. Bryan has developed into an inspirational leader for the creative department and strives to make sure that our team is always tapping into the right side of their brains. He constantly pushes the envelope for each and every project and challenges the team to produce thought-provoking and high-quality work.

Bryan is an acclaimed artist who's had his work shown in Los Angeles, New York, Miami and Amsterdam. With an influence rooted in design and illustration, Bryan is fueled to simply create for others. His inspiration includes professional fine and entertainment artist, David Shavlin, a former master oil painter from the Los Angeles Academy of Figurative Art. Chris Ficken, a distinguished Fox Studio illustrator and professor at California State University, Chico has been a mentor and inspiration to Bryan.

That artistry is transferred daily into his graphic design and illustration work at JP. Bryan blends his mastery with a compelling story to ensure brand success. It is his solid grasp for high-end concepting that transforms a client's goals into reality. That knack for developing a lasting, positive impression through design is what brings the most impact to each project Bryan is part of.

After Bryan took the role of Art Director, he challenged the team to take on pro-bono projects every quarter to give back to the community and work with local start-ups and nonprofits. Since the inception of this initiative, JP Marketing has designed logos and branding materials for The Frosted Pearl Cupcakery, Dusty Bun's Dusty Suds soda line, and Labrador Retriever Rescue of Fresno.

It's evident in his professional and personal life that Bryan wants to use his talents to make the world a more beautiful place. He finds ways to express his creativity in everything from formal art shows to daily Sharpie illustrations on his son's Ziploc sandwich bags. Bryan donates time each semester to Shannon Ranch Elementary

School to give sixth graders a chance to experience creativity and art in the classroom. He has also created artwork for a skateboard deck art show benefiting autism research.

Summary of Work Experience

2021-present California Department of Public Health
2021-present Keenan Farms
2021-2021 OhmConnect, campaign development
2021-present Blanc Beauty, logo, packaging, art direction
2020-present California Arts Council, branding, logo, art direction
2020-present BMY Construction, branding, logo, art direction
2020-present Dairy America, branding, logo, art direction
2020-present Fruit World Co., branding, logo, art direction
2020-present PureFresh Produce, packaging design, art direction
2020-present Trinity Fruit Sales, branding
2020-present Fruit World, brand development, logo design, art direction
2020-present Dairy America, logo design, art direction
2019-present AgCode, branding, logo design, art direction
2019-present South Gate Brewing Co. logo design
2018-present Fresno County Department of Public Health
2018-present Fresno County Department of Behavioral Health
2018-2019 Vast Networks, branding campaign
2017-present Nobile Credit Union, designer for campaign, art direction
2016-present Fowler Packing, branding, logo design, art direction
2015-2017 FocusVision, branding, logo design, art direction
2014-present California Department of Insurance, California's Low Cost Auto Insurance Program, brand development and ad creation
2014-present Kaweah Delta Hospital, television (graphic design), print design and collateral materials
2014 SANDAG: Go by BIKE, branding campaign
2012-2014 Kaplan, Inc. designer for multi-media campaign
2003-2006 Home Magazine, creative director, designed complete magazine that focused on tourism, entertainment and dining for the San Diego market
2003-2004 Tachi Palace Hotel and Casino, lead designer for comprehensive marketing campaign

Programs and Software

Adobe Illustrator, Photoshop, InDesign

Education

CSU Chico, Bachelor of Fine Arts in Graphic Design, Minor in Fine Arts

Vicken Massoyan | Senior Graphic Designer

More than 23 years experience

- Illustration
- Custom Fabrication
- Graphic Design
- Concepting

Qualifications

With more than 22 years of experience, he takes a practical, “less is more” approach to his work. Vicken believes that good design tells a clear, visually compelling story. With a specialty in logo design, photography and illustration, his experience includes packaging design, brand identity, and a variety of types of advertising collateral that has been published in 12 languages.

Around the office, Vicken is known as the fabricator. He has a special eye for designing items that captures a customer's attention and fabricated in a way that is not only practical but purposeful. Vicken has designed hundreds of logos, each tailor-made to evoke and compel brand awareness.

From a young age, Vicken knew his career chose him. He would often find himself searching for scrap paper and whittling down to the end of a colored pencil. These days, he will still jump on any opportunity to feed his incessant need to draw. He admires trendsetting artists like Pablo Picasso, Claude Monet and Jeff Koons for both their evolutionary and modern take on art. Vicken is quite the hand-illustration artist and has created over 1,000 pieces of his own.

As a senior graphic designer at JP, he has become a mentor to many of our younger designers. Vicken is certified in several Adobe programs and has taught several Adobe classes. For more than 5 years, Vicken has volunteered with Big Brothers Big Sisters of Central California. As a mentor, he spends his time developing positive relationships through art with children in the Fresno community. He attended the National Education Center in Glendale, AZ, where he earned six Presidential Commendations.

Summary of Work Experience

2020-present	BMV Construction, logo design and concepting
2020-present	Dairy America, web ad development, graphic design
2020-present	Electrical Advantage Engineering,
2020-present	Fruit World Co., logo design, concepting and branding
2020-present	National Food Festivals, Inc., concepting and branding

2020-present Shaver Lake Visitors Bureau, logo design

2020-present Census California, logo design and concepting for the 2020 Census

2020-present AgCode, graphic design for the passive feature launch

2019-present Brandman University, print and web ad development, graphic design

2018-present City of Fresno, logo design and concepting

2018-present Vast Networks, print and web ad development

2018-present Fresno County Department of Behavioral Health, custom fabrication and graphic design

2018-present Fresno County Department of Public Health, custom fabrication and graphic design

2018-present Baker Dillon, web ad development, graphic design

2017-present Noble Credit Union, logo design and concepting

2016-present Fowler Packing Company, logo design and concepting

2015-present Fresno First Bank, develop print concepts and creative

2015-present Lewis Diamond Company, create multi-use resources to generate leads

2012-2020 Gropetti Automotive, graphic design and logo design

2012-present Goodguys Tires, web ad development

2019 Soma Christian Church, graphic design concepting

2015-2018 Fresno Athletic Hall of Fame, graphic design for permanent, large historical timeline installation, collateral material

2016-2017 First 5 Fresno County, logo design and concepting

2014-present California Department of Insurance, California's Low Cost Auto Insurance Program, custom fabrication and graphic design

2014-2018 Eating Disorder Center of Fresno, graphic design for collateral materials including banners, signage and logos

2012-2017 BMW Fresno, Audi Fresno, Porsche of Fresno print and web ad development, graphic design

2012-2014 Kaplan University, develop print concepts and creative for social media, national print materials

2012-present LENNAR Homes, create multi-use resources to generate leads, design launch materials for new communities

Programs and Software

Adobe Illustrator, Photoshop

Education

Institute of Technology, Certificate in Graphic and Web Design
 Associate of Specialized Business Degree, Advertising Design

Dillon White | Web Developer/ Designer

More than 13 years experience

- Web Design
- Graphic Design
- Advertising Development

Qualifications

Dillon is a solution-finder. He loves when clients present him with a problem or challenge, even if it's something he's not familiar with because his favorite part of the job is helping clients achieve their goals. He also prides himself on doing so quickly - he strives to create solid first drafts of his work so he can save his clients time and money. Dillon brings to every project a wealth of information from website development to specialty design techniques. His background in multimedia and design give him an advantage in creating various types of collateral pieces, including brochures, business cards and websites. Dillon can take your project from a simple thumbnail sketch or idea to a fully formed product. He has the ability to provide clients with a peace of mind no matter which direction or medium the project might take.

From a young age, Dillon knew his work would exist at the crossroads of art and technology. He became infatuated by the science fiction book series written by Michael Crichton, Jurassic Park. Later Steven Spielberg transformed the novels into films. The two went hand in hand as a way of forming relationships between ideas and reality. As a graduate of the Institute of Web and Graphic Design program, Dillon has worked with many reputable designers in the field. It was when Professor Dennis Lewis took a personal interest in Dillon that he began to hone his craft. Both have a progressive practice, focusing on identity systems and brand design.

Dillon is a collaborator at heart and expresses himself in more ways than one. For a few years he was the lead guitarist and drummer for the punk rock band, Disgruntled Hippos. Dillon was not only a member of the band; he was responsible for designing their flyers and posters for upcoming shows.

Summary of Work Experience

2021-present	Blanc Beauty
2021-2021	OhmConnect
2020-present	BMV Construction, website design and development
2020-present	Dairy America, web and print ads
2020-present	Electrical Advantage Engineering, website development
2020-present	Shaver Lake Visitors' Bureau, website design and development

2020-present	California Arts Council, web and print ads
2020-present	California Fig Advisory Board, website design
2020-present	Fruit World Company, logo design, branding
2019-2020	Census California, logo design
2019-2020	AgCode, branding, graphic design
2018-present	Brandman University, web ads, branding
2018-present	Vast Networks, graphic design for permanent timeline, collateral material
2018-present	Fresno County Department of Behavioral Health
2017-present	Fresno County Department of Public Health
2017-present	City of Fresno, logo design and concepting
2017-2020	Noble Credit Union, logo design and concepting
2017-present	Department of Public Utilities, design materials, logos
2016-present	Fowler Packing Company, logo design, concepting
2016-present	Goodguys Tires, graphic design for collateral materials
2016-present	Cherry Avenue Auction, graphic design for collateral materials
2019	DMV, logo design and concepting
2019	Eagle Mountain Casino, develop print concepts and creative
2019	Save Mart, logo design and concepting
2019	AXIS Coffee, logo design
2019	California Department of Food and Agriculture, animation, web ad design
2017-2019	Betts Company, print and ads, animation
2017-2018	National Raisin Company, web ads, print collateral
2018	California Department of Public Health, logo design, print collateral
2018	Fresno County Medical Services Program, print and web ads, branding
2018	Fresno County Farm Bureau, logo design
2018-2019	Zabe Mortgage, logo design and concepting
2017	A & M Flooring, web ads
2017	Ace Hardware, logo design and concepting
2017	California Low Cost Insurance, web and print ads, collateral

Programs and Software

Adobe Illustrator, Photoshop, InDesign, HTML5, CSS3, Logic Pro, JQuery, WordPress

Education

Institute of Technology, Clovis, Certification in Web and Graphic Design

Awards

Addy, Gold Award, Fowler Packing Website, 2018

Oliver Greenberg | Motion Designer

More than 8 years experience

- Illustration
- Graphic Design
- Advertising Development
- Photography
- Videography
- Video Editing

Qualifications

Oliver is focused on designing a product that is both meaningful and effective, and brings a fresh approach to graphic design that stems from his love of art. As a kid, you could find him at any given time doodling anything and everything that came to mind. He has transformed that passion into a career.

His experience in logo design, custom lettering and typography allow him to find the heart and purpose in every project, and his designs tell a unique story no matter how big or small the project is. Oliver crafts purpose-driven graphics, constantly pushing the envelope to help clients build a brand, not just a website. And while he has a deep appreciation for the technical side of art, he is fond of going back to basics with a good ol' pencil and paper as the foundation of his designs.

Oliver's history as a graphic designer dates back to his childhood. At the age of four, Oliver had hopes of becoming a cartoonist when he grew up. His favorite gifts at Christmas were always coloring books and a big box of crayons. In school he took classes to enjoy his creative side, such as commercial art and photography. Oliver's career aspirations developed from his high school art teacher, Tim Tanis who encouraged him to enroll in the graphic design program.

Oliver is a two-time Adobe Summit attendee, where he had the opportunity to master the latest strategies and practices from his design heroes. In his free time, Oliver volunteers with the Fresno State Graphic Design program critiquing portfolios and presenting to classes.

Summary of Work Experience

2021	California Department of Public Health
2021-2021	OhmConnect, graphic design, animation, concept development
2020-present	Dairy America, print ads, logo design, animation
2002-present	Fresno Regional Workforce Development Board

2020-present Fruit World Co., logo design, packaging

2020-present National Food Festivals, Inc., graphic design

2020-present P.R.O.U.D Dog, video, photography

2020-present Pizza Factory, video production

2020-present PureFresh Produce, graphic design, animation, logo design

2020-present Visions in Education, web ads, print collateral, animation

2020-present California Census, radio ads, animation

2019-present AgCode photography, video

2019-2020 AgCode, photography, video

2019 Axis Coffee Bar, print collateral

2019 Lennar Homes, create multi-use resources to generate, print collateral for new communities

2019 Dairy America, logo design and concepting

2019 California Arts Council, interview recording, photography, print ads

2019-present California Department of Food & Agriculture, animation

2019 California Institute of Medical Science, video

2019 Fresno Dental Professionals, print collateral, audio editing

2018-present Fresno First Bank, photography, print ads

2018-2019 California Low Cost Auto Insurance, graphic design for collateral materials including animation, print ads, photography, web ads, radio ads

2018-present County Medical Services Program, graphic design for collateral materials including animation, logo design, photography, radio ads

2018-present Fresno County Department of Public Health, graphic design for collateral materials including print and web ads, photography, video, animation, radio ads

2018-present Fresno County Department of Behavioral Health graphic design for collateral materials including print and web ads, photography, animation, radio ads

2018-2019 Fresno County Health Improvement Partnership, photography, print collateral

2018-2019 National Raisin Company, web ads, print collateral, photography

2018 Peoples Church, print collateral, photography

2018-present Risico, print collateral, web ads, photography

2018 United Cerebral Palsy Central California, photography, print collateral

2018-2019 United Way Fresno & Madera Counties, print ads, print collateral, video, animation

2018-present Whelan Financial, photography, video

2018 Windsong Productions, photography and concepting

2018-2019 Zabe Mortgage, photography

2018 California Water Service, animation

Drew Cullinan Digital Media Buyer

More than 3 years experience

- Brand Performance
- Campaign Management,
- Multiplatform optimization
- Client Facing Communication
- Creative Analysis

Qualifications

Drew joined the JP team to manage digital marketing campaigns and grow client's online brand performance and awareness. Drew's attention to detail and love of data makes him particularly adept to strategy, keyword reporting and tracking. His approach provides clients with unique and powerful tools to maximize brand performance and articulate success.

As a dynamic media professional, Drew is constantly learning and testing new ideas, to grow expertise in numerous efforts and mediums. Drew is passionate about the data, targeting and optimization strategies needed for successful digital marketing campaigns. He enjoys creating platform-specific experiences to drive data-driven impact and engagement in cost-effective ways.

Prior to joining the team, he worked as a Senior Coordinator for a digital agency where he built, managed and optimized multi-platform campaigns. Drew holds a Bachelor of Arts in Integrated marketing from Pepperdine University.

Summary of Work Experience

2021 California Arts Council
2021 California Department of Industrial Relations
2021 OHM Connect
2018-2020 FowardPMX,
2017 GRB Entertainment

Programs and Software

Facebook Ad Manager, Google Ads, DCM, DV360, Twitter, Snap Ads Manager, YouTube, LinkedIn, AmazonDSP, Datorama, Google Analytics, Adobe Analytics, Photoshop, InDesign, HTML+CSS

Education

Pepperdine University, Bachelor of Arts, Integrated Marketing

Awards

2015 Advertising Excellence Award

Facebook Certified Media Buying Professional

Glenn Lee | Media Buyer

More than 5 years experience

- Strategic campaign planning
- Client relation management
- Data analytics
- Audience research

Qualifications

Glenn discovered his itch for advertising and media while in college at UC Berkeley. It wasn't long until he decided to turn this curiosity into a profession. He brings more than four years of experience in managing and planning full 360° media plans. As a media buyer, it's Glenn's job to lead multi-channel media plans with the client on top-of-mind. He ensures that we develop and manage strategies that meet the needs of our clients and their consumers.

Specializing in campaign launches, he has a keen eye and ear for how audience targeting, and flawless execution can work together to take media to the next level. His philosophy is to strive for positivity: if you build relationships and communicate— great things will happen.

Before coming to JP, Glenn worked as a media buyer across a variety of fast-paced industries. Glenn is a graduate of UC Berkeley, where he earned his degree in Political Economics with a focus on Development in the Third World.

Programs and Software

Google DCM, Tableau, PRISMA, MRI, Nielsen reach and frequency programs, Microsoft Office

Education

UC Berkeley, Bachelor of Arts, Political Economics

Eric Holdener| Media Analyst

More than 1 years experience

- Production Management/Coordination
- Market Research
- Computer Analysis
- Delegating

Qualifications

Eric is an amiable member of the JP team who channels his attention to detail and eager drive into every project. He has extensive marketing experience, ranging from data analysis to website coding and everything in between. Eric is passionate about utilizing data for successful media strategies and campaigns. He is constantly learning and testing new ideas, growing his expertise in reporting.

Eric provides clients with strategic insight on the evolution of creative marketing strategies, which forecasts campaigns of all shapes and sizes. He applies a variety of tools to curate data, including secondary research, primary research, ESRI, MMAPs, focus groups and surveys.

He holds a B.A. in Business and Marketing from Fresno State. Eric previously worked as a marketing intern at a transportation company and has experience translating information into knowledge that is both exciting and accessible. With a comprehensive business education and marketing background, Eric is always ready to make the most of every project life throws at him.

Programs and Software

Microsoft Excel, Office, PowerPoint, Adobe Illustrator, Photoshop, InDesign, Premiere Pro, JMP, R studio, Tableau, SQL, Access, Python, typescript, C++, html, CSS, Canva, Google Ads, Google Analytics

Summary of Work Experience

2021	OhmConnect
2020	Arte Americas
2020	Fresno County Department of Behavioral Health
2020	Cherry Avenue Auction
2020	IMAGO
2020	Kinsman Enterprises
2020	South Bay Cities of Governments
2020	SCS Engineers

Mark Lawrence | Production Manager

More than 20 years experience

- Production Management
- Offset and Digital Print Production
- Large Format and Out-of-Home Print Production
- Broadcast Production
- Project Estimates

Qualifications

Mark has had his hands in all facets of marketing. He brings with him six years of experience in production management and 20 years in the printing industry.

His first taste of advertising came in college when he started working for The Insight, a weekly newspaper published by CSU Fresno. During his time there he sold ad space to local businesses and worked on the layout of the advertisements. Mark graduated from Fresno State with a bachelor's degree in Mass Communication with an emphasis in Advertising. The rest, as they say, is history.

Working alongside the account and creative teams, his goal is to ensure that a quality piece is delivered within budget and on schedule — all while maintaining the integrity of the work and providing our clients with the best possible options.

Mark takes a collaborative approach to ensuring projects are resourced effectively and on time, making a smooth and successful delivery a reality. His management style is simply an extension of himself. Mark uses his natural strengths and abilities to drive efficiency, making him quite literally, the man for the job.

Mark is a member of Team in Training, where he helps raise money to pioneer groundbreaking research for the Leukemia & Lymphoma Society through endurance challenges. He leaves an impact both on and off the field as a volunteer coach with Buchanan Babe Ruth Baseball and UPWARD sports basketball.

Education

CSU Fresno, Bachelor of Arts, Mass Communication & Journalism with Advertising Emphasis

Appendix D
Proposal Forms

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

APPENDIX B

PROPOSAL FORMS

FOOD RECOVERY PROGRAM

- **Status of Past and Present Contract Form**
- **Reference Form**
- **Declaration of Non-Collusion**
- **Not on Excluded Parties List System**



STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with PROPOSAL, failure to do so is grounds for disqualification.

On the form provided below, Bidder/Proposer shall list the status of past and present contracts where the firm has wither provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been terminated for convenience or cause or is the subject to or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Bidder/Proposer shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Bidder/Proposer shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Bidder/Proposer shall have an ongoing obligation to update the Agency with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Bidder/Proposer proposal. Each form must be signed by an officer of the Bidder/Proposer confirming that the information provided is true and accurate.

Project city/agency/other: *Please see the following pages for our disclosures. _____

Contact Name/Phone No: _____

Project Award Date: _____

Original Contract Value: _____

Term of Contract: _____

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:

(2) Summary and Status of contract:

(3) Summary and Status of action identified in (1):

(4) Reason for termination, if applicable:

August 17, 2021

CONFIDENTIAL

MEMORANDUM

TO: San Gabriel Valley Council of Governments
FROM: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.
SUBJECT: Five Year Disclosure – RFP No. 21-13 for the San Gabriel Valley Regional Food Recovery Program

SCS has been in business for over 50 years. We have offices throughout the United States and other parts of the World. SCS stands behind its work. Occasionally, an organization with our scope and size has been involved in litigation. None of the matters has been or are material to our operations or limit in any way our ability to perform the work proposed.

SCS does not track information on terminations unless the matter has resulted in claims or litigation. SCS has not been terminated for default. SCS has never had a surety complete its work, financed SCS' completion of work or expended monies in connection with a contract for which they furnished a bond.

1. Lawsuit Name ISM Industries, Inc. v. Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Energy, Mitchell Energy Services, LLC and Kilgore Industrial Civil, LLC
Case Number A180382-C
Date of Lawsuit October 1, 2018
County/State Files District Court of 128th Judicial District, Orange County, TX
Parties Involved: ISM Industries, Inc., SCS Energy, Mitchell Energy Services, LLC and Kilgore Industrial Civil, LLC
Claim: Breach of Contract
Status: Settled October 2019

2. Lawsuit Name Stearns, Conrad and Schmidt, Consulting Engineers, Inc. vs. Arkansas Department of Environmental Quality
Case Number Claim No. 190618
Date of Lawsuit November 2018
County/State Files Before the Arkansas State Claims Commission
Parties Involved: Stearns, Conrad and Schmidt, Consulting Engineers, Inc., Arkansas Department of Environmental Quality, Kolb Grading, LLC
Claim: Contract Dispute
Status: Settled December 2019

2. Lawsuit Name Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers v. Rockview Dairies, Inc.
Case Number VC066932
Date of Lawsuit February 16, 2018

- | | |
|--------------------|---|
| County/State Files | Superior Court of the State of California for the County of Los Angeles |
| Parties Involved: | SCS Engineers, Rockview Dairies, Inc. |
| Claim: | Collection Action; counterclaim by defendant |
| Status: | Pending |
-
3.

Lawsuit Name	<u>Yvette Styles et al v. City of Miami, SCS Engineers</u>
Case Number	2017-022967-CA-01
Date of Lawsuit	September 27, 2017
County/State Files	In the Circuit Court of the Eleventh Judicial Circuit in and for Miami Dade County, FL
Parties Involved:	Yvette Styles, City of Miami, SCS Engineers
Claim:	Suit against the City for health effects of an incinerator closed in 1970, (before SCS was started), and against SCS for unspecified negligence as a result of services provided to the City decades later.
Status:	Pending

 4.

Lawsuit Name	<u>Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers and SCS Field Services v. Twin Valley, Inc.; Steve Havens</u>
Case Number	17CV305865
Date of Lawsuit	February 1, 2017
County/State Files	Superior Court of the State of California for the County of Santa Clara
Parties Involved:	SCS Engineers, Twin Valley, Inc., Steve Haven
Claim:	Collection Action
Status:	Settled June 2019

 5.

Lawsuit Name	<u>Zigler, Inc., Ward Zigler, and Patricia Zigler v. Southern States Cooperative, Inc., Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers, Antietam Claim Service, LLC and Roger Greenfield</u>
Case Number	16-C-247
Date of Lawsuit	January 12, 2017
County/State Files	In the Circuit Court of Jefferson County, WV
Parties Involved:	Zigler, Inc. Ward Zigler, Patricia Zigler, Southern States Cooperative, Inc. and SCS Engineers
Claim:	Damage to property due to exposure to odors and ozone
Status:	Settled August 2018

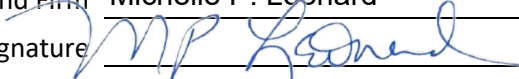
 6.

Lawsuit Name:	<u>Androscoggin Valley Regional Refuse Disposal District v. R. H. White Construction Co., Third-Party v. Sanborn, Head & Associates, CDR Maguire Inc., Electrical Installations, Inc., EII, Fuss & O'Neill, Inc., PSB Industries, Inc., Unison Solutions, Inc., CMA Engineers, Inc., Atlas Copco North America, LLC as successor to Houston Service Industries, Inc. and SCS Engineers</u>
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- Case Number: 115CV00434
Date of Lawsuit: November 6, 2015
County/State Filed: U.S. District Court for the District of New Hampshire
Parties Involved: Androscoggin Valley Regional Refuse Disposal District, R. H. White Construction Co., Sanborn, Head & Associates, CDR Maguire Inc., Electrical Installations, Inc., EII, Fuss & O'Neill, Inc., PSB Industries, Inc., Unison Solutions, Inc., CMA Engineers, Inc., Atlas Copco North America, LLC as successor to Houston Service Industries, Inc. and SCS Engineers
- Claim: Breach of Contract claim by AVRRDD and counterclaim by defendant against AVRRDD and all engineers involved in project.
Status: Settled February 2018
7. Lawsuit Name: Kenosha Newco Capital, LLC v. ABC Insurance Company, et al. and AMCON Design and Construction Co., LLC v. Uptown Brass Development, BT2, Inc. et al.
Case Number: 14 CV 1276
Date of Lawsuit: February 2015
County/State Filed: Kenosha, Wisconsin
Parties Involved: Kenosha Newco Capital, LLC, ABC Insurance Company, The Kubala Waschatko Architects, Inc., GHI Insurance Company, AMCON Design and Construction Co., LLC, Uptown Brass Development, LLC, Robert Niebauer, Lawrence Kilduff, Thomas R. O'Brien, Conrad Accola, BT2, Inc., Vulcan Roofing & Siding, Precision Plastering, Inc., Masonry Specialists II, LLC, Contract Glass & Partitions, Inc., A.W. Oakes & Son, Inc., Northern Landscape Construction, Swederski Concrete Construction, Inc.
Claim: Buyer of property at foreclosure sued contractor and numerous other parties for claims related to design and construction. Contractor filed 3rd party claim against BT2 (acquired by SCS) and others for contribution.
Status: Settled October 2016
8. Lawsuit Name: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. vs. Theodore L. Vallas
Case Number: 37-2015-00002972-CU-BC-CTL
Date of Lawsuit: January 26, 2015
County/State Filed: California Superior Court for the County of San Diego, North County District
Parties Involved: SCS Engineers; Theodore L. Vallas
Claim: Collection Action
Status: Settlement September 2015 with payment to SCS
9. Matter: Notice of Violation (NOV) from the San Diego Air Pollution Control Board (APCD)
Project Location: San Diego, CA

- Claim: NOV in connection with asbestos alleged to have been found in debris samples taken by a APCD
- Parties Involved: Tower 180, LLC, San Diego Air Pollution Control Board, Sundt Construction, Unlimited Environmental, Inc., SCS Engineers
- Date: May 2020
- Status: NOV's Rescinded
10. Matter: Notice of Violation (NOV) from the San Diego Air Pollution Control Board (APCD)
- Project Location: San Diego, CA
- Claim: NOV in connection with asbestos alleged to have been found in debris samples taken by a APCD
- Parties Involved: Tower 180, LLC, San Diego Air Pollution Control Board, SCS Engineers
- Date: September 2018
- Status: NOV's Rescinded
11. Matter: Notices of Non-Compliance of the City of Los Angeles Franchise Faithful Performance Bond Requirement and Insurance Requirement
- Project Location: Los Angeles, CA
- Claim: Notices of Non-Compliance to maintain the required bonds and insurance required by a Franchise Agreement
- Parties Involved: City of Los Angeles, SCS Renewable Energy – Mountaingate, LLC
- Date: April 2018 and August 2018
- Status: Dismissed May 2018 and September 2018
12. Investigation: EPA Administrative Complaint
- Case Number: CAA-02-2015-1212
- Date: September 2015
- County/State: Egg harbor Township, NJ
- Allegation: The EPA cited SCS' client for failing to have properly operating surface emission monitoring equipment.
- Status: Settled September 2016
13. Matter: Munisport Landfill, FL
- Claim: Arbitration requested regarding contract dispute
- Parties Involved: SCS Engineers, CH2M Hill, City of North Miami, FL
- Date: July 2014
- Status: Settled January 2016 with payment to SCS

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Bidder's Company Name	Stearns, Conrad and Schmidt, Consulting Engineers, Inc.
Legal Structure (corp./partner/proprietor)	S Corporation
Principle Office Address	3900 Kilroy Airport Way, Suite 100
City, ST, Zip	Long Beach, CA 90806
Phone Number	626-322-3823
Fax Number	562-427-0805
E-Mail	mleonard@scsengineers.com
Federal Employer Identification Number	540913440
Title of Person Authorized to Bind Firm	Senior Vice President
Print Name of Person Authorized to Bind Firm	Michelle P. Leonard
Authorized Signature	
Date	August 19, 2021



CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company LA County Public Works
Address P.O. Box 7508
City/ST/Zip Alhambra, CA 91802
Phone Numbers/Email 818-550-3432/cajwani@dpw.lacounty.gov
Contact Name/Title Clark Ajwani, Civil Engineer
Type of Engagement Smart Business Recycling Program

Company County of Fresno
Address 2220 Tulare Street, 6th Floor
City/ST/Zip Fresno, CA 93721
Phone Numbers/Email 559-600-4307/mgriffey@fresnocountyca.gov
Contact Name/Title Mike Griffey, Staff Analyst III
Type of Engagement SB 1383 and Solid Waste Planning

Company Salinas Valley Solid Waste Authority (SVSWA)
Address 128 Sun Street, Suite 101
City/ST/Zip Salinas, CA 93901
Phone Numbers/Email 831-775-3000/patrickm@svswa.org
Contact Name/Title R. Patrick Mathews, General Manager/CAO
Type of Engagement SB 1383 Program Planning

Company Central Contra Costa County Solid Waste Authority (RecycleSmart)
Address 1850 Mt Diablo Blvd #320
City/ST/Zip Walnut Creek, CA 94596
Phone Numbers/Email 925-906-1801
Contact Name/Title Ashley Louisiana
Type of Engagement Edible food waste recovery pilot survey

Company City of Davis
Address 1717 5th Street
City/ST/Zip Davis, California 95616
Phone Numbers/Email 530-757-5688/jgilbert@cityofdavis.org
Contact Name/Title Jennifer Gilbert, Conservation Coordinator
Type of Engagement SB 1383 Organics Planning

Bidder's/Proposer's Company Name (As identified with Secretary of State, if applicable) Stearns, Conrad and Schmidt, Consulting Engineers, Inc.
Legal Structure (corp./partner/proprietor) S Corporation
Principle Office Address 3900 Kilroy Airport Way, Suite 100
City, ST, Zip Long Beach, CA 90806
Phone Number and E-Mail mleonard@scsengineers.com
Federal Employer Identification Number 540913440
Title of Person Authorized to Bind Firm Senior Vice President
Print Name of Person Authorized to Bind Firm Michelle P. Leonard
Date Signed and Authorized Signature [Signature]



DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

- 1. I am the Bidder/Proposer (if the Bidder/Proposer is an individual), a partner in the bid (if the Bidder/Proposer is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the Bidder/Proposer is a corporation);
2. The Bidder/Proposer has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.


Bidder/Proposer Company Name Stearns, Conrad and Schmidt, Consulting Engineers, Inc.
Principle Office Address 3900 Kilroy Airport Way, Suite 100
City, ST, Zip Long Beach, CA 90806
Phone Number 626-322-3823
Fax Number 562-427-0805
E-Mail mleonard@scsengineers.com
Federal Employer Identification Number 540913440
Title of Person Authorized to Bind Firm Senior Vice President
Print Name of Person Authorized to Bind Firm Michelle P. Leonard
Authorized Signature [Handwritten Signature]
Date August 19, 2021



NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder/Proposer certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder/Proposer Company Name	Stearns, Conrad and Schmidt, Consulting Engineers, Inc.
Legal Structure (corp./partner/proprietor)	S Corporation
Principle Office Address	3900 Kilroy Airport Way, Suite 100
City, ST, Zip	Long Beach, CA 90806
Phone Number	626-322-3823
Fax Number	562-427-0805
E-Mail	mleonard@scsengineers.com
Federal Employer Identification Number	540913440
Title of Person Authorized to Bind Firm	Senior Vice President
Print Name of Person Authorized to Bind Firm	Michelle P. Leonard
Authorized Signature	
Date	August 19, 2021

Appendix E

Cost and Price Proposal Excel

Appendix C-1 - Cost Proposal

Task Order 1 (Tasks 1-4) - Summary, Cost Breakdown, and Totals

Tasks	Total Lump Sum Cost	Job Titles Associated With This Task	Total Hours	Hourly Rate
Task 1.1 Kickoff Meeting	\$ 6,684.00	Project Director	8	288
		Project Manager	8	193
		Staff Professional	8	135
		Leads	8	116
		Outreach Specialist	8	105
Task 1.2 Project Team Coordination	\$ 52,640.00	Project Director	80	288
		Project Manager	80	193
		Staff Professional	40	135
		Leads	40	116
		Outreach Specialist	40	105
Task 1.3 Project Management Update Meetings	\$ 20,052.00	Project Director	24	288
		Project Manager	24	193
		Staff Professional	24	135
		Leads	24	116
		Outreach Specialist	24	105
Task 2.1 Food Recovery Agencies and Org. Capacity Assessment	\$ 50,967.50	Project Manager	15	193
		Staff Professional	40	135
		Lead	60	116
		Associate	500	72
Task 2.2 Tier 1 and Tier 2 Edible Food Waste Generators Compliance Assessment	\$ 60,042.50	Project Manager	25	193
		Staff Professional	40	135
		Lead	60	116
		Associate	600	72
Task 3.1 Develop Outreach and Education Plan	\$ 27,705.00	Project Director	20	288
		Outreach Specialist	210	105
Task 3.2 Implement Outreach and Education Plan	\$ 20,599.00	Project Director	20	288
		Outreach Specialist	142	105
Task 4.1 Final Report	\$ 29,410.00	Project Director	40	288
		Project Manager	40	193
		Staff Professional	60	135
		Outreach Specialist	20	105
Total Cost for Task Order 1	\$ 268,100.00			

Task Order 1 (Tasks 1-4) - Assumptions

- Provide your list of assumptions for pricing on Task Order 1:
- Task 1.2 Assumes bi-weekly meetings through January 17, 2022; each meeting 1 hour
 - Task 1.3 assumes eight meetings with SGVCOG and city representatives; each meeting 2 hours
 - Task 2.1 Assumes contacting 200 food recovery organizations
 - Task 2.1 Does not include hours for developing Food Recovery capacity.
 - Task 2.2 Assumes contacting 500 Tier 1 & Tier 2 edible food generators in participating cities

Appendix C-1 - Cost Proposal

Task Order 2 and Subsequent Task Orders (Optional Tasks 5-6) - Summary, Cost Breakdown, and Totals (Uniform Cost Model)*

*This model assumes that every participating city would cost the same to perform each of the tasks below and where each city could independently contract at this price. If this pricing model is untenable, please utilize the Q&A portion of this RFP to address any discrepancies with this approach and suggest how this could be improved. The SGVCOG will consider modifications to this document and this approach at its sole discretion.

Tasks	Total Lump Sum Cost per city	Job Title	Total Hours	Hourly Rate
Task 5.1 Develop Inspection Schedule and Plan	\$2,189	Project Director	20	\$288
		Project Manager	32	\$193
		Lead	108	\$116
		Support	56	\$88
		Support	40	\$88
Task 6.1 Implement Inspection Schedule and Plan	\$15,730	Project Director	20	\$288
		Project Manager	20	\$193
		Lead	720	\$116
		Support	576	\$88
		Support	424	\$88
		Support	912	\$61
Total Cost for Task Order				
	\$17,919			

Task Order 2 (Tasks 5-6) - Assumptions

Provide your list of assumptions for pricing on Task Order 2. The SGVCOG understands that the performance of tasks 1-4 may impact this pricing, however, we request that you indicate which variables exist that could impact this pricing based on those deliverables, if any:

- Assumes that 15 cities will participate in the project scope.
- Assumes that all cities within the scope will utilize the same Inspection Form, Complaint Form and Notice of Violation, with only minor adjustments being made to reflect nuances in programs / service.s
- Assumes that Inspection Reviews conducted to Tier 1 and Tier 2 edible food generators will, for the most part, be conducted in person.
- Assumes that Complaint Reviews in response to complaints that warrant an inspection will, for the most part, be conducted in person.

Task Order 1 Total: \$ 268,100.00
Task Order 2 and Subsequent Task Orders Per City: \$17,919



City Council Agenda Report

ITEM NO. 15

DATE: November 3, 2021

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: H. Ted Gerber, Acting Public Works Director
Arpy Kasparian, Water Conservation & Sustainability Analyst

SUBJECT: **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**

Recommendation

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an ordinance to amend Chapter 16 and Chapter 2 of the South Pasadena Municipal Code (SPMC) to implement a Mandatory Organic Waste Disposal Reduction Ordinance as required by SB 1383 and CalRecycle, within the City of South Pasadena.

Background

In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. The bill established targets to achieve a 75% reduction in disposal of organic waste by 2025. In addition, the bill aims to rescue at least 20% of currently disposed edible food for the millions of Californians experiencing food insecurity. Pursuant to SB 1383, jurisdictions are mandated to provide organics collection services and require all residents and businesses to divert organic waste (yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by the California Department of Resources Recycling and Recovery (CalRecycle). In addition, SB 1383 requires jurisdictions to establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement.

Discussion/Analysis

CalRecycle Model Ordinance

Every California city must adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. To this effect, CalRecycle has provided a robust model ordinance for use by all jurisdictions. The model ordinance only requires minor modification to reflect specific circumstances at the local implementation level. Like many other

cities, South Pasadena staff developed this ordinance utilizing the CalRecycle model, along with input from the City's exclusive refuse hauler, Arakelian Enterprises, Inc., dba Athens Services (Athens). In addition to the SB 1383 language from the CalRecycle model ordinance, several sections of the municipal code have been updated to modernize the garbage and waste municipal code, and offer flexibility for potential future changes to refuse services in the City.

Summary of Municipal Code Changes

This ordinance is organized into nine sections. Sections 1 through 4 update Chapter 16 Garbage and Waste Article I (In General) of the SPMC and Sections 5 and 6 update Chapter 16 Garbage and Waste Article II (Receptacles) of the SPMC. Section 7 adds new Article V (Organic Waste Disposal) to Chapter 16. Section 8 adds new language to Administration Chapter 2 Article XI (Purchasing), and Section 9 implements the January 1, 2022 effective date of the ordinance.

The majority of the changes to Ch. 16 Article I are new definitions from the CalRecycle model ordinance. Several existing definitions have been updated to integrate current and new text. Other language has been added to Article I and Article II to accommodate *potential future* changes to refuse collection service offerings with the City, such as: providing barrels to residents, or the possibility of implementing curbside service, where barrels are collected along the street by automated trucks, in addition to, or in lieu of, the current backyard service mode where barrels are collected from within residents' properties.

The new Ch. 16 Article V language is sourced from the CalRecycle model ordinance with minor updates to reflect specific circumstances at the local implementation level, such as a hauler-initiated contamination service charge for cost recovery. Article V details requirements for single-family refuse generators, commercial businesses, which includes multi-family refuse generators, commercial edible food generators, food recovery organizations and services, as well as haulers, refuse facility operators, and self-haulers. Article V also details the availability of waivers for generators, requirements to comply with CALGreen Recycling Requirements, and the inspection and enforcement programs operated by the City or its designee.

City Goals

The City's adopted South Pasadena Green Action Plan (2019) and Climate Action Plan (2020) include action to implement and enforce SB 1383 organics and recycling requirements 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.

Implementation

After a second reading, the ordinance would become effective on January 1, 2022, as required by SB 1383. Beginning January 1, 2022, generators, which includes residents, businesses, and other refuse service users, are required to separate food waste and combine it with yard waste and other 'green' organic waste as defined by this ordinance, into separate bins and barrels for collection and diversion to an organics processing facility. Many of the specific implementation logistics for individual locations throughout the City will be defined by the type of service

provided by Athens at that site. However, the ordinance dictates that residents, businesses, and other refuse service users will utilize either a two-bin/barrel system or a three-bin/barrel system. In the two-bin/barrel system: food waste, yard waste, and other ‘green’ organic waste are disposed of together in one receptacle; and refuse and recyclable material are disposed of together in a second receptacle. In the three-bin/barrel system: food waste, yard waste, and other ‘green’ organic waste are disposed of together in one receptacle like the two-bin/barrel system, however, refuse and recyclable material are not combined, and are instead disposed of in separate second and third receptacles, commonly referred to as ‘black/gray’ refuse waste and ‘blue’ recyclable waste, respectively. The City may provide colorized bins and/or barrels in the future, depending on the outcome of ongoing discussion with Athens; however, on January 1, 2022, residents, businesses, and other refuse service users will utilize the current bins and barrels already in use at their location for refuse, recyclable, and organics disposal.

Compliance Responsibility and Enforcement

SB 1383 requires the City to implement compliance monitoring and enforcement on refuse service users, which typically consists of identifying contamination deposited into receptacles incorrectly. For example, plastic material placed in the food waste receptacle may prevent the ability to compost that waste material, and therefore constitutes a violation of this ordinance. Visual identification and confirmation of contamination will be conducted systematically by Athens, and may consist of manual evaluation by person, or automation-assisted evaluation by camera/software, depending on the outcome of ongoing discussion with Athens.

Resulting enforcement for violation of the ordinance may consist of a penalty issued by the City. The City’s code enforcement officer shall have primary responsibility for enforcement of this ordinance. Enforcement notices shall be sent to the “owner” at the official address 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. Under this ordinance, penalties imposed on residents, businesses, and other refuse service users are delayed until January 1, 2024, as allowed by SB 1383. All violations of the South Pasadena Municipal Code may also be addressed through the administrative citation process at the City’s discretion. (SPMC Ch. 1A.2).

Where contaminants are observed in receptacles on more than two (2) consecutive occasions, the City’s hauler, Athens, may issue separate processing fees or a contamination service charge in accordance with the hauler rate schedule. This contamination service charge shall not be considered an administrative fine or penalty, and will be presented to the refuse service user on their refuse service bill.

Violations

Violation issuance is recommended to be structured as follows:

1. First violation: a fine of one hundred dollars (\$100.00)
2. Second violation: a fine of two hundred dollars (\$200.00)
3. Third violation and any subsequent violation: a fine of five hundred dollars (\$500.00)

Commission Review and Recommendation

The staff presented the initial draft of this ordinance to the Natural Resources and Environmental Commission (NREC) at its September 28, 2021 meeting. The NREC proposed a modification to the draft language to clarify that any remote monitoring devices that may be used to evaluate compliance with the ordinance and apply potential enforcement would be mounted on hauler vehicles, and not, for example, installed in or on residents' and/or businesses' property. The NREC also recommended that staff incorporate revisions of the existing municipal code into the ordinance to allow self-hauling or an opportunity for non-exclusive haulers to operate where a public benefit is realized; for example, in the case of community-based non-profit composting organizations. Refuse collection, transportation, and disposal by any person other than the exclusive hauler is currently prohibited by the SPMC. The NREC unanimously approved recommendation to City Council to adopt the ordinance at the October 26, 2021 meeting.

Community Outreach

As stated above, this matter was reviewed at a public NREC meeting on September 28, 2021, and is planned for additional review at the October 26, 2021 NREC public meeting. Once adopted, City staff will work with the City's refuse hauler, Athens, to implement in-person, print, and electronic outreach and education to all City locations with refuse collection services. This includes single-family home property owners and tenants, homeowner associations and condominiums, multi-unit apartment property owners, business and commercial property owners, schools, and non-profit organizations, such as places of worship.

Fiscal Impact

With the adoption of the ordinance, there will be costs associated with the diversion of organic waste to an organics processing facility, educational outreach, contamination monitoring, data management and regulatory reporting, recycled/recovered product procurement, food recovery, and possible enforcement actions by the City or its designee. Estimated costs for future staff enforcement efforts are unknown at this time. In addition, the ordinance would require residents and commercial facilities to subscribe to organics collection services, likely incurring additional costs reflected in refuse/rubbish removal rates.

Environmental Analysis

This is an update to the City Municipal Code only, where no physical facilities or improvements are constructed, therefore, per 2021 California Environmental Quality Act (CEQA) Statute and Guidelines, Article 19, Section 15378 this activity does not meet the definition of the project and is exempt from further CEQA analysis.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and notice in the *South Pasadena Review*.

Attachment: Redlined Ordinance Amending Chapter 16 (Garbage and Waste) and Chapter 2 (Administration) of the South Pasadena Municipal Code

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) “Combustible waste matter” ~~The term “combustible waste matter”~~ shall include and mean 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 and objects and all rubbish and refuse that will incinerate at one thousand four hundred to one thousand five hundred degrees Fahrenheit, except animal carcasses. No person shall place any such carcasses in any combustible waste matter receptacle.

(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(ttt) 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) “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

(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 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, and prohibits the placement of Organic Waste in the Black/Gray Container.

(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) “Noncombustible household refuse”.~~The term “noncombustible household refuse”~~ shall mean and include bottles, cans, jars, crockery and similar noncombustibles which shall accumulate from general household usage and which have contained, or are designed to contain food. It shall not include unusually large or weighty items.

(pp) “Noncombustible waste matter”.~~The term “noncombustible waste matter”~~ shall include and mean glass, broken brick, metal containers, plaster, crockery, stones, ashes, auto parts, cans or bottles, except those cans or bottles which have contained food, as defined above, and all rubbish, refuse and waste matter that will not incinerate through flames of fourteen hundred to fifteen hundred degrees Fahrenheit. The term shall not include items which, in the discretion of the city manager, are unusually large or weighty.

(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) “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

(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.

(jii) “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) “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

(xxx) “Waste matter”. ~~The term “waste matter”~~ shall include combustible and noncombustible waste matter and noncombustible household 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, or to waste collected by Uncontainerized Green Waste and Yard Waste Collection Service as defined in Section 16.1.

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) 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) 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; ~~or,~~

(3) The city manager has authorized a person to perform such collection, removal, and/or disposal of garbage and waste matter for a beneficial public benefit, such as a Community Compositing operation or some similar operation.

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, or to any person the city manager has otherwise authorized for such removal or transport.

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

Brush, tree and garden trimmings and stumps, and waste collected by Uncontainerized Green Waste and Yard Waste Collection Service as defined in Section 16.1 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 galvanized metal garbage receptacles, provided with outside handles and with tight-fitting galvanized metal 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. Each receptacle at places other than an industrial establishment shall have a capacity of not less than five nor more than fifteen gallons. 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, in addition to garbage receptacles, 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’s cart.

Containers should be located where a manperson can handle them easily and should at no time be more than 10 feet from the cart when collecting.

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.

(o) 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.

16.56 Self-Hauler Requirements

(a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

(1) Delivery receipts and weight tickets from the entity accepting the waste.

(2) The amount of material in cubic yards or tons transported by the generator to each entity.

(3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers), are required to inform the City Public Works Department 30 days prior to commencing their self-

hauling operation, and shall provide information collected in Section 16.56(c) to City if requested, within 30 days of the City's request.

(e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 16.56(c) and (d).

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 then 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 [To Be Determined] and Recycled-Content Paper procurement policy adopted on [To Be Determined].

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



ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE

Public Works Department

Senate Bill No. 1383

- Statewide effort to reduce organic waste
 - Achieve a 75% reduction in disposal of organic waste by 2025
 - Rescue at least 20% of currently disposed edible food by 2025
- Organic waste = food waste, landscape and pruning waste, lumber wood, paper products, etc.
- Aligns with City goals
- Unfunded state mandate
- Regulations take effect January 1, 2022

2022



Provide Organics Collection Service to All Residents and Businesses



Establish Edible Food Recovery Program



Conduct Education and Outreach



Procurement



Capacity Planning

Jurisdiction Responsibilities

Provide Organics Collection Services to All Residents and Businesses



Conduct Education and Outreach to Community



Secure Access to Recycling and Edible Food Recovery Capacity



Establish Edible Food Recovery Program



Procure Recyclable and Recovered Organic Products



Monitor Compliance and Conduct Enforcement





Organic Waste Disposal Reduction Ordinance

- Amending Ch. 16 (Garbage and Waste) & Ch. 2 (Administration)
- Developed ordinance utilizing the CalRecycle model, along with input from the City's exclusive refuse hauler, Athens Services and the Natural Resources & Environmental Commission (NREC)
- Language updated to modernize the garbage and waste municipal code and offer flexibility for potential future changes to refuse services



Summary of Municipal Code Changes

1. Several new definitions associated with organic waste and disposal have been added to Chapter 16 Article I
2. Language has been added to Article I and Article II of Chapter 16 to accommodate potential future changes to refuse collection service offerings with the City
3. A new Article V (“Organic Waste Disposal”) has been added to Chapter 16 and details new organic waste disposal requirements
4. Article V also details the availability of waivers for generators, requirements to comply with CALGreen Recycling Requirements and Model Water Efficient Landscaping standards, and the inspection and enforcement programs operated by the City or its designee
5. A new Section is added to Article XI (“Purchasing”) of Chapter 2 (“Administration”) which details requirements for procuring recycled-content paper

Adoption of these modifications to the Code would allow the City to comply with state organic recycling mandates.



Implementation

- Beginning January 1, 2022, residents will be required to utilize current barrels at their location to separate food waste and combine it with yard waste
- The City may provide colorized bins and/or barrels in the future, depending on the outcome of ongoing discussion with Athens and Athens Ad Hoc Committee
- Extensive outreach efforts to assist waste generators in understanding the separation of food waste



Enforcement and Violations

- Enforcement and compliance monitoring is the responsibility of the City Code Enforcement Officer
- Penalties imposed on residents and businesses are delayed until January 1, 2024
- Violation issuance is recommended to be structured as follows (no misdemeanors):
 - First violation: a fine of one hundred dollars (\$100.00)
 - Second violation: a fine of two hundred dollars (\$200.00)
 - Third violation and any subsequent violation: a fine of five hundred dollars (\$500.00)



Questions