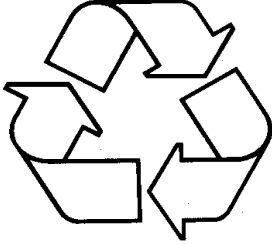


Regional Solid Waste Association

**Supplemental Documents
Provided at the April 1, 2021
Board of Directors' Meeting**

Item #7



REGIONAL SOLID WASTE ASSOCIATION

Member Agencies: Cities of Del Mar, Encinitas, Escondido,
National City, Poway, Solana Beach, and Vista

To: RSWA Board Members
From: General Manager James H. Eggart
Subject: SB 1383 Compliance Support Services Consulting Agreement
Date: April 1, 2021

BACKGROUND/DISCUSSION

The RSWA Board has budgeted a total of \$121,000 for SB 1383 Compliance Support to the RSWA Member Cities through the 2021/2022 Fiscal Year (currently \$81,000 in FY 2020/2021 and \$40,000 in FY 2021/2022).

In October 2020, the RSWA Board voted to approve the expenditure of up to the amount in the approved Budgets to fund services to assist RSWA Members to comply with SB 1383-related obligations and authorized the General Manager to enter into contracts on behalf of RSWA with consultants and/or one or more of the RSWA Members to facilitate the funding and/or the provision of such services to Member Cities, subject to the written consent of a majority of the members of the RSWA Executive Committee.

In August 2020, the City of Encinitas issued a Request for Proposals (RFP) on behalf of RSWA and the RSWA Member Cities for consultants to provide specified SB 1383 Compliance Support Services to RSWA Member Cities. Prospective proposers were asked to provide proposals for some or all following six tasks and related sub-tasks:

1. Conduct Outreach and Education
2. Establish an Edible Food Recovery Program
3. Provide a Tracking and Monitoring Tool
4. Identify Hauler and City Responsibilities
5. Provide a Program Implementation Plan
6. As-Needed Consulting

Proposals for some or all of the Tasks were received from the following five entities:

1. MSW Consultants
2. Solana Center
3. I Love a Clean San Diego

4. San Diego Food System Alliance
5. SCS Engineers

Staff members from each RSWA Member City met via video and telephone several times to evaluate the proposals received and to refine and narrow the scope and breadth of the tasks to contract for. Ultimately, the RSWA Members chose to pursue an agreement with Solana Center for Environmental Innovation (“Solana Center”) for a scaled-down scope of work for the first two tasks only: (1) outreach and education and (2) establishment of an edible food recovery program (to be provided via a subcontract with San Diego Food System Alliance (“SDFSA”).

RSWA General Manager / General Counsel James Eggart, Ashlee Stratakis from the City of Encinitas, and Rimga Viskanta from the City of Solana Beach met several times over the past two months with representatives of Solana Center and SDFSA to negotiate a revised scope of work consistent with the consensus of staff from the six regular Member Cities. As a result of those negotiations, following receipt of written consent from a majority of the RSWA Executive Committee, the RSWA General Manager entered into Agreement for Professional Consultant Services with Solana Center on March 25, 2020. SDFSA is a subcontractor to Solana Center under the Agreement.

The Scope of Work under the Agreement is broken down into “Core Tasks” and “Optional Tasks”. The Core Tasks are ones that will be performed first and funded directly by RSWA for the benefit of the 6 Regular RSWA Member Cities. Escondido is not included, per its request, because it is only a special member for HHW. The Optional Tasks are follow-up tasks that Solana Center and SDFSA agree to provide on an “a-la-carte” basis upon request of RSWA. It is anticipated that these Optional Tasks will be funded by the individual cities who want to take advantage of them. The General Manager is currently working with the staff of the RSWA Member Cities to develop a Memorandum of Understanding (MOU) that will set forth the parameters for how these “Optional Services” would be requested and paid for.

The “Core Tasks” to be funded by RSWA include the following:

- Task 1 Conduct Outreach and Education
 - Task 1.1. Identify Tier 1 and Tier 2 Generators
 - Task 1.2 Create baseline compliance resources
 - Task 1.3 Create inspection plan protocol for inspections
- Task 2 Establish Edible Food Recovery Program
 - Task 2.1 Plan food recovery educational campaign to educate top generators
 - Task 2.2 Develop and deliver food recover resources to generators
 - Task 2.3 Complete a preliminary list of food recovery organizations and service names
 - Task 2.4 Develop a food recovery newsletter/mailer for annual education

- Task 2.5 Communicate with stakeholders on food recovery issues
- Task 2.6 Administer food recovery newsletter/mailer for annual education
- Task 3 Manager SB 1383 Support Services Program
 - Task 3.1 Coordinate all stakeholder parties
 - Task 3.2 Manage SB 1383 services program

The cost to RSWA for the Core Tasks will be \$102,200 over the remainder of the current Fiscal Year and the 2021/2022 Fiscal Year. The Board has budgeted sufficient funds over these two fiscal years for these services, but a budget adjustment to move some of the funding from the current Fiscal Year to next Fiscal Year to match the anticipated schedule will be needed.

The “Optional Tasks” anticipated to be funded by the individual Member Cities include the following:

Optional Tasks for Individual Cities

- Task 1.4 Create and deliver webinars for generators
- Task 1.5 Provide individual technical assistance to businesses
- Task 1.6 Inspect commercial generators
- Task 1.7 Develop an organic waste recovery newsletter / mailer for annual education
- Task 2.7 Provide food recovery general support to Tier 1 and Tier 2 generators
- Task 2.8 Provide food recovery technical assistance to Tier 1 and Tier 2 generators
- Task 2.9 Implement capacity survey to audit food recovery organizations
- Task 3.3 Offer additional presentations

Optional Tasks for All RSWA Cities Together

- Task 1.8 Update Tier 1 and Tier 2 generators list

The last three pages of the scope of work contain tables summarizing the schedule and cost of each of the Tasks.

ATTACHMENT

Agreement for Professional Consultant Services Between Regional Solid Waste Association and Solana Center for Environmental Innovation

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE
REGIONAL SOLID WASTE ASSOCIATION AND SOLANA CENTER FOR
ENVIRONMENTAL INNOVATION**

This Agreement is made and entered into as of the date of execution by the Regional Solid Waste Association, a California public entity (“RSWA”) and Solana Center for Environmental Innovation, a California nonprofit corporation (“Consultant”). RSWA and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. This Agreement is entered into pursuant to the authorization of RSWA’s Board of Directors dated October 1, 2020.

B. RSWA is a joint powers authority comprised of the following six (6) regular members: the City of Del Mar, the City of Encinitas, the City of National City, the City of Poway, the City of Solana Beach, and the City of Vista (each separately a “RSWA Member”, and collectively, the “RSWA Members”)¹.

C. In 2020, CalRecycle adopted regulations to implement the organic waste reduction and edible food recovery targets set forth in Senate Bill 1383 (the “SB 1383 Regulations”). These SB 1383 Regulations impose certain requirements on local jurisdictions pertaining to the implementation of organic waste recycling programs, including, but not limited to, requirements to provide education and outreach and to establish an edible food recovery program.

D. The RSWA Members require outside assistance to support their compliance with certain requirements imposed by the SB 1383 Regulations (“SB 1383 Compliance Support Services”).

E. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide the SB 1383 Compliance Support Services required by the RSWA Members and agrees to provide such services as provided herein.

F. RSWA is willing to fund a portion of the SB 1383 Compliance Support Services required by the RSWA Members and to administer this Agreement for the benefit of the RSWA Members.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

¹ The City of Escondido is a special member of RSWA for household hazardous waste purposes only and is not being provided SB 1383 Compliance Support Services pursuant to this Agreement.

1.0 TERM OF AGREEMENT

1.1 This Agreement shall be effective on and from the day, month and year of the execution of this document by RSWA. Unless otherwise mutually agreed by both Parties, this Agreement shall cover (a) Consultant's services provided to complete the "Core Tasks" described in Attachment A through June 30, 2022 and (b) Consultant's services provided to complete the "Optional Tasks" described in Attachment A through December 31, 2022.

1.2 Consultant shall commence the performance of the services in accordance with the Scope of Work provided in Attachment A to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports within the timeframes stated in Attachment A, unless an extension of time is mutually agreed to by both Parties.

2.0 CONSULTANT'S OBLIGATIONS - SCOPE OF WORK

2.1 Consultant shall provide RSWA and the RSWA Members with SB 1383 Compliance Support Services as detailed in this Section 2.1

2.1.1 Core Tasks. Consultant shall perform each of the "Core Tasks" listed described in Attachment A for the benefit of RSWA and all of the RSWA Members. The "Core Tasks" are funded by RSWA and include the following:

- Task 1 Conduct Outreach and Education
 - Task 1.1 Identify Tier 1 and Tier 2 generators
 - Task 1.2 Create baseline compliance resources
 - Task 1.3 Create inspection plan and protocol for inspections
- Task 2 Establish Edible Food Recovery Program
 - Task 2.1 Plan food recovery educational campaign to educate top generators
 - Task 2.2 Develop and deliver food recovery resources to generators
 - Task 2.3 Compile a preliminary list of food recovery organizations and service names
 - Task 2.4 Develop a food recovery newsletter/mailer for annual education
 - Task 2.5 Communicate with stakeholders on food recovery issues
 - Task 2.6 Administer food recovery program tasks
- Task 3 Manage SB 1383 Support Services Program
 - Task 3.1 Coordinate all stakeholder parties
 - Task 3.2 Manage SB 1383 services program

2.1.2 Optional Tasks. The "Optional Tasks" described in Attachment A set forth optional services available to be provided by Consultant individually or collectively to RSWA Members upon request. Consultant shall only provide such services to a RSWA Member upon receipt of a written request and authorization from RSWA's General Manager. The "Optional Tasks" include the following:

Optional Tasks for Individual Cities

- Task 1.4 Create and deliver webinars for generators
- Task 1.5 Provide individual technical assistance to businesses
- Task 1.6 Inspect commercial generators
- Task 1.7 Develop an organic waste recovery newsletter / mailer for annual education
- Task 2.7 Provide food recovery general support to Tier 1 and Tier 2 generators
- Task 2.8 Provide food recovery technical assistance to Tier 1 and Tier 2 generators
- Task 2.9 Implement capacity survey to audit food recovery organizations
- Task 3.3 Offer additional presentations

Optional Tasks for All RSWA Cities Together

- Task 1.8 Update Tier 1 and Tier 2 generators list

2.1.3 The specific manner in which the SB 1383 Compliance Support Services are to be performed is described in Attachment A which is attached hereto, and incorporated herein as though fully set forth at length, collectively hereinafter referred to as “Described Services”.

2.2 Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of local, State, and Federal law.

2.3 Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.

2.4 Consultant shall maintain professional certifications as required in order to properly comply with all local, State, and Federal law.

2.5 Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Consultant represents that it intends to utilize the individuals identified in its proposal dated August 31, 2020 as key personnel to provide the Described Services. In the event that RSWA, in good faith and on objective grounds, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall immediately consider such request for removal of such person or persons and use all reasonable endeavors to comply with such request, the timing of which shall be subject to availability of replacement personnel to avoid undue delay to any of the Described Services .

2.6 Consultant shall work directly with staff of the RSWA Members to provide the Described Services; however, Consultant shall not provide additional services or modify the scope of the services or the deliverables to be provided under this Agreement without the express written agreement of RSWA’s General Manager. RSWA will provide Consultant with the name and contact information of a single point of contact for each RSWA Member with whom Consultant shall be responsible for communicating. Consultant shall provide copies of all deliverables to both RSWA and the RSWA Members.

3.0 PAYMENT FOR SERVICES

3.1 Amount. Payment to Consultant to render the Described Services hereunder shall be as set forth in Attachment A. The payments provided in this Section are full compensation for the Described Services as outlined in Attachment A.

3.1.1 Core Tasks. For each of the “Core Tasks” completed by Consultant, RSWA shall compensate Consultant at the unit cost for the task set forth in Attachment A. Unless otherwise expressly agreed to in writing by RSWA, total compensation to Consultant for completion of the “Core Tasks” shall not exceed One Hundred Two Thousand Two Hundred Dollars (\$102,200). Consultant acknowledges and agrees that, unless otherwise mutually agreed in writing by the Parties, all Core Tasks for which Consultant wishes to be compensated shall be completed on or before June 30, 2022.

3.1.2 Optional Tasks. Except as expressly provided herein, compensation due to Consultant for each of the “Optional Tasks” that Consultant completes for a RSWA Member following receipt of written request and authorization from RSWA’s General Manager shall not exceed the unit cost(s) for such task set forth in Attachment A. The Parties acknowledge and agree that it is currently contemplated that the individual RSWA Members receiving optional services, not RSWA, will be responsible for funding the costs of such services. The Parties also agree that the stated unit cost for each of the optional tasks does not include the cost of administration, management, and overhead (including mileage); that the amount of such administration fees may vary based on the amount of optional tasks requested and the number of cities for which optional tasks are performed; and that, in no case, will the amount of such additional administration fees exceed 15% of the stated unit cost for a given task. Before Consultant provides any such optional services, the Parties shall agree in writing to the amount of any additional administration fee to be charged by Consultant and the terms and method of payment for such services.

3.2 Billing.

3.2.1 Core Tasks. For “Core Tasks,” Consultant shall submit monthly bills to RSWA the following month, describing its services and costs provided during the previous month, based upon percentage of each task completed. Except as specifically authorized by RSWA, Consultant shall not bill RSWA for duplicate services performed by more than one person. Consultant’s monthly bills shall include the following information to which such services or costs pertain: a description of services performed and the task number to which they relate; the dates the services were performed; and the amount previously billed and paid for each task. Consultant agrees to use every appropriate method to contain fees and costs under this Agreement.

3.2.2 Optional Tasks. Prior to the provision of any services for “Optional Tasks,” the Parties shall mutually agree in writing regarding the terms and methods of billing and payment for such services. Unless otherwise expressly agreed between the Parties, Consultant shall submit separate monthly bills for “Optional Tasks” in the same manner and format as required for “Core Tasks” pursuant to Paragraph 3.2.1, above.

3.3 Modification. The unit costs for each task set forth in Attachment A may be modified or amended only by a written document executed by both Consultant and RSWA's General Manager prior to the performance of the additional work. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

4.0 SUBCONTRACTING AND ASSIGNMENT

4.1 The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for RSWA to enter into this Agreement. Therefore, Consultants shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of RSWA. Consultants shall not contract with any other entity to perform Described Services without prior written consent of RSWA. If Consultant is permitted to subcontract any part of this Agreement by RSWA, Consultant shall be responsible to RSWA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractors and RSWA. RSWA will deal directly with and will make all payments to Consultant. Consultant shall bind every subcontractor to the terms of the Agreement applicable to consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by RSWA. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of RSWA. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of RSWA.

4.2 The Parties mutually agree that Consultant will subcontract with San Diego Food System Alliance for performance of tasks pertaining to establishment of an edible food recovery program as specified in Attachment A.

5.0 PROJECT SCHEDULE AND COMPLETION DATES

5.1 The Timeline for the "Core Tasks" included in Attachment A is the project schedule that Consultant shall strictly meet, including benchmark dates and completion dates. The Timeline for the "Optional Tasks" included in Attachment A is an estimate, and the schedule for completion of any "Optional Tasks" requested shall be mutually agreed upon by the Parties at the time such services are requested. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

5.2 Consultant shall promptly notify RSWA of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of RSWA. All requests for extensions to the project schedule shall be by written request only and submitted to RSWA prior to the commencement of such work.

6.0 EXTRA WORK

Consultant shall not perform work in excess of the Described Services without the prior, written approval of RSWA. All requests for extra work shall be by written Change Order submitted to RSWA prior to the commencement of such work.

7.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent or employee of RSWA or any of the RSWA Members, either before, during or after the execution of this Agreement, shall effect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

8.0 TERMINATION OF AGREEMENT

8.1 In the event Consultant fails to prosecute, deliver, or perform the Described Services, RSWA may terminate this Agreement by notifying Consultant by certified mail of said termination. Thereupon, Consultant shall cease work and within five (5) working days: (1) assemble all documents owned by RSWA and in Consultant's possession and deliver said documents to RSWA and (2) place all work in progress in a safe and protected condition. The General Manager of RSWA shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to RSWA and the RSWA Members. Based upon that finding, RSWA shall determine any final payment due to Consultant, with the understanding that Consultant shall not be required to return payments received following monthly billing which was approved in accordance with this Agreement.

8.2 This Agreement may be terminated by either Party, without cause, upon the giving of ten (10) days written notice to the other Party. Prior to the 10th day following the giving of the notice, the Consultant shall: (1) assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to RSWA and (2) place all work in progress in a safe and protected condition. The General Manager of RSWA shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to RSWA and the RSWA Members. Based upon that finding, RSWA shall determine any final payment due to Consultant, with the understanding that Consultant shall not be required to return payments received following monthly billing which was approved in accordance with this Agreement.

9.0 COVENANTS AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, RSWA shall have the right to terminate this Agreement without liability, or, at RSWA's discretion to deduct from the Agreement price or consideration, or

otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10.0 OWNERSHIP OF DOCUMENTS

10.1 All plans, studies, sketches, drawings, reports and specifications as herein required are the property of RSWA, whether or not RSWA proceeds with the project for which such documents are prepared.

10.2 This Agreement creates a nonexclusive and perpetual right or license for RSWA and the RSWA Members to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant's subcontractors, under this Agreement. In the event RSWA or any of the RSWA Members should ever desire to undertake a project or review other proposed projects based upon the documents, the Consultant agrees that for RSWA and the RSWA Members shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant.

11.0 STATUS OF CONSULTANT

11.1 Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of RSWA or any RSWA Member. Consultant shall be under control of RSWA only as to the result to be accomplished and the competency of the personnel assigned to the project. However, Consultant shall confer with RSWA and the RSWA Members.

11.2 If the Consultant subcontracts any of the work to be performed under this Agreement, Consultant shall be as fully responsible to RSWA for the acts and omissions of the Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and RSWA or any of the RSWA Members. The Consultant shall bind every subcontract by the terms of the Agreement applicable to Consultant's work, including indemnity and insurance requirements.

11.3 Consultant shall not incur or have the power to incur any debt, obligation, or liability against RSWA, or bind RSWA in any manner.

11.4 No RSWA or RSWA Member benefits shall be available to Consultant, Consultant's subcontractors, their officers, employees, or agents, in connection with the performance of any Described Services under this Agreement. Except for fees paid to Consultant as provided for in this Agreement, neither RSWA nor any RSWA Member shall pay salaries, wages, or other compensation to Consultant for the performance of any Described Services under this Agreement. Neither RSWA nor any RSWA Member shall be liable for compensation or indemnification to Consultant, Consultant's subcontractors, their officers,

employees, or agents, for injury or sickness arising out of performing any Described Services hereunder. If for any reason any court or governmental agency determines that RSWA or any RSWA Member has financial obligations, other than pursuant to Section 3.0 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless RSWA and the RSWA Member from and against all such financial obligations.

12.0 COVENANT AGAINST DISCRIMINATION

In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions 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; and selection for training, including apprenticeship.

13.0 HOLD HARMLESS

13.1 To the greatest extent allowed by law, Consultant shall defend and indemnify and hold RSWA, the RSWA Members, their officials, officers, agents, employees, consultants, and representatives (collectively, "Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, subcontractors and contractors arising out of or in connection with the performance of the scope of work of this Agreement, including without limitation the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code Section 2782 or other applicable provisions of law.

13.2 Consultant's defense obligation (with counsel approved by Indemnitees), shall arise immediately upon an Indemnitee's tender, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Indemnitees, notwithstanding whether liability is or can be established against Indemnitees. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such suit, action or other legal proceeding. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782 or other applicable provisions of law.

13.3 Acceptance by RSWA of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

13.4 Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

13.5 Notwithstanding this Section 13 (“Hold Harmless”), Consultant shall not be held responsible or accountable for the future use and development of its work by RSWA and RSWA Members following early termination in accordance with provision 8 (“Termination”) of this Agreement where such work was considered to be 50 percent (50%), or in excess thereof, unfinished.

14.0 INSURANCE

14.1 Consultant shall obtain, and during the term of this Agreement shall maintain insurance policies of general liability and automobile liability insurance from an insurance company authorized to be in business in the State of California. Each such policy shall be in an amount of not less than one million dollars (\$1,000,000) for each occurrence, and shall be endorsed with the following language:

A. The Regional Solid Waste Association, the City of Del Mar, the City of Encinitas, the City of National City, the City of Poway, the City of Solana Beach, the City of Vista and their respective officers, elected officials, employees, agents and volunteers are to be covered as additional insured by endorsement, using form ISO CG 20-10-10-01 and CG 20-37-10-01 or the exact equivalent with respect to liability arising out of the acts and omissions by or on behalf of Consultant.

B. The insured waives all rights of subrogation against the the Regional Solid Waste Association, the City of Del Mar, the City of Encinitas, the City of National City, the City of Poway, the City of Solana Beach, the City of Vista and their respective officers, elected officials, employees, agents and volunteers.

C. Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company being received by RSWA.

14.2 Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

- A. Be from an insurance company authorized to be in business in the State of California;
- B. Be in an insurable amount of not less than \$1,000,000 for each occurrence;
and
- C. Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to RSWA from the insurance company.

14.3 Before Consultant shall employ any person or persons in the performance of the Agreement, Consultant shall procure a policy of statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant and shall be provided with limits not less than one million dollars (\$1,000,000). The insurer shall waive all rights of subrogation against RSWA and the RSWA Members for loss arising from work performed under this Agreement

14.4 Consultant shall provide certificates of insurance with original endorsements to RSWA as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with RSWA on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with RSWA at all times during the term of this Agreement.

15.0 DISPUTES

If a dispute should arise between Consultant and any RSWA Member regarding the performance of Described Services for the benefit of the RSWA Member under this Agreement, Consultant shall first attempt to informally resolve such dispute with the RSWA Member. If Consultant is unable to resolve the dispute with the RSWA Member to the Consultant's satisfaction, Consultant shall deliver to the RSWA General Manager a letter outlining the dispute for the General Manager's review. The General Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint. If the dispute remains unresolved and the Parties have exhausted the procedures outlined in this section, the Parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against RSWA or a RSWA Member.

16.0 CONFLICT OF INTEREST

Consultant warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090 or the Fair Political Practices Act (Gov. Code

§ 81000 et seq.). In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify RSWA of the existence of such conflict of interest so that RSWA may determine whether to terminate this Agreement.

17.0 CONSULTANT'S BOOKS AND RECORDS

17.1 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 RSWA or a RSWA Member for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

17.2 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request and reasonable notice by RSWA's General Manager or General Counsel, or a designated representative of any of these officers. Copies of such documents shall be provided to RSWA for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

18.0 NOTICES

18.1 Any notices to be given under this Agreement, or otherwise, shall be served by certified mail. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered, sent by certified mail, or delivered or sent by electronic mail (e-mail), and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic mail.

18.2 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of RSWA and the proper person to receive any notice on RSWA's behalf is:

James H. Eggart
General Manager, Regional Solid Waste Association
C/O Woodruff, Spradlin & Smart
555 Anton Boulevard, Ste. 1200
Costa Mesa, California 92626
Telephone: (714) 415-1062
Email: jeggart@wss-law.com

18.3 For the purposes hereof, unless otherwise provided in writing by the Parties hereto, the address of Consultant and the proper person to receive any notice on the consultant's behalf is:

Jessica Toth
Executive Director
Solana Center for Environmental Innovation
137 N. El Camino Real
Encinitas, CA 92024
Telephone: (760) 436-7986 Ext. 713
Email: jessica.toth@solanacenter.org

19.0 GENERAL PROVISIONS

19.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

19.2 Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19.3 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

19.4 Governing Law and Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a State Court in the County of San Diego.

19.5 Third Party Beneficiaries. The RSWA Members shall be express third party beneficiaries of Consultant's obligations under this Agreement. Except as expressly provided in the foregoing sentence, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

19.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. These counterparts may be transmitted by Portable Document Format (PDF), with the originals to be thereafter provided by the Parties. Such electronic copies shall be deemed original signatures.

20.0 CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

21.0 CONSULTANT'S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 AND SECTION 504 REHABILITATION ACT of 1973

Consultant certifies that Consultant is aware of the requirements of the Americans with Disabilities Act of 1990 (42 USC §§ 12101) and SECTION 504 REHABILITATION ACT of 1973 and has complied with and will comply with these requirements, included but not limited to verifying compliance of their contractors, consultants, agents, and employees.

22.0 EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the last date written below (“Effective Date”).

REGIONAL SOLID WASTE ASSOCIATION,
a public entity

Date: 3/25/2021

By: James H. Eggart
James H. Eggart
General Manager

Digitally signed by James H. Eggart
Date: 2021.03.25 12:34:35 -07'00'

SOLANA CENTER FOR ENVIRONMENTAL INNOVATION, a California nonprofit corporation

Date: 3/25/2021

By: Jessica Toth
Jessica Toth
Executive Director

Digitally signed by Jessica Toth
Date: 2021.03.25 12:02:51 -07'00'

ATTACHMENT A
SCOPE OF WORK

REVISED RSWA Scope of Work for SB 1383 Support Services

The following tasks will be provided for all cities, except as noted

Task 1: Conduct Outreach & Education

Task 1.1: Identify Tier 1 & Tier 2 generators

The resulting classifications are critical for all parts of SB 1383 compliance.

Needed by January 1, 2022 for requirements related to SB 1383 [14 CCR 18991.1, 18991.3, 18995.1]

- Solana Center will classify businesses according to SB 1383 Tier 1 and Tier 2.
- Activities for this task: coordination of parties, data collection from various sources, information verification, cross-correlation of data inputs, and final compilation.

Cost	\$39,5000
Deliverables	- List of businesses, classifying each by SB 1383 tier, for each member city, except Poway
Expected Run Time	April 2021 – September 2021

Task 1.2: Create baseline compliance resources

Required by SB 1383: by February 1, 2022 [14 CCR 18985.1.a]; bi-lingual communications if a substantial number of the public are non-English speakers [14 CCR 18985.1.e]

- Solana Center will create business SB 1383 resource packets, which will include compliance checklists for generators to use themselves.
- Two versions of material will be developed – one set for grocers; one set for restaurants.
- All content will be provided in both English and Spanish.
- The checklists will be used for all business engagements to ensure thoroughness and consistency.

Cost	\$7,250
Deliverables	- Two Compliance Resource Packets – for grocers and for restaurants
Expected Run Time	July – October 2021

Pricing Breakdown by Population Band

Deliverable	Cost
Grocer & restaurant Resource Packets in English	\$6,000
Grocer & restaurant Resource Packets in Spanish	\$1,250

Task 1.3: Create inspection plan & protocol for inspections

Required by SB 1383: inspections to begin by January 1, 2022 [14 CCR 18995.1]

- Solana Center will create an inspection plan and protocol to be followed for site inspections. The inspection plan will cover all requirements specified by SB 1383 for Commercial Edible Food Generators. This task will involve:
 - Researching CalRecycle recommended practices and FAQ on inspections
 - Researching best practices from other cities
 - Incorporating plans and protocols into easy-to-use format for Tier 1 and 2 generators
 - Confirming fit with cities, Department of Environmental Health, and others
 - Formatting for final distribution
- The plan and protocols will be cross-checked for appropriateness against our knowledge of RSWA businesses.

Cost	\$2,500
Deliverables	- Inspection plan and protocol for site inspections fitting needs of all RSWA cities
Expected Run Time	July – October 2021

Task 2: Establish Edible Food Recovery Program

Task 2.1 Plan food recovery campaign to educate Tier 1 & Tier 2 generators

SB 1383 requires cities to annually provide Tier 1 and Tier 2 commercial edible food generators with information about food recovery programs, generator requirements, and food recovery organizations and food recovery services.

Required by SB 1383: by February 1, 2022 [14 CCR 18985.2]

- SDFSA will conduct research and interviews with organizations that have led successful food recovery educational campaigns for generators (e.g. Waste Not OC, Community Food Rescue, NRDC Food Matters Initiative, etc.) to identify and document best practice communication strategies and messaging.
- SDFSA will conduct research into communication avenues for reaching each Tier 1 and 2 generator sectors: supermarkets/grocery stores, food distributors, wholesale food vendors, food service providers, large venues, health facilities, hotels, local education agencies, restaurants, and state agency cafeterias. Research will focus on communication channels that can be leveraged regionally across RSWA cities, such as industry associations.
- SDFSA will conduct focus groups/interviews with local Tier One & Two generator representatives to understand barriers and motivators for food donation, which will help inform recommendations around messaging.
- SDFSA will document research, findings, analysis, and recommendations in a report. The final report will include sector-specific recommendations for reaching and educating each generator category, with a focus on avenues that can be leveraged across all RSWA cities.

Cost	\$8,000
Deliverables	- Report documenting interviews, research, analysis, and recommendations for a successful food recovery educational campaign strategy. The report will include recommendations for optimal messaging, and media channels and

	partnerships that can be utilized across all RSWA cities to educate specific generators
Expected Run Time	April – June 2021

Task 2.2 Develop & deliver food recovery resources to generators

Required by SB 1383: by February 1, 2022 [14 CCR 18985.2.b]; bi-lingual communications if a substantial number of the public are non-English speakers [14 CCR 18985.1.e]

- SDFSFA will utilize existing resources and develop new resources to educate generators about food recovery logistics, donation requirements under SB 1383, sample contract language, sample Food Recovery Standard Operating Procedures, and information about local food recovery organizations and food recovery services.
- Educational resources will include handouts/worksheets, sample social media posts, and webinars. Educational materials will also highlight source reduction and prevention strategies.
- Food Recovery Packet for commercial edible food generators will contain information: food recovery logistics, liability protections, enhanced tax deductions, food recovery requirements under SB 1383, source reduction and prevention solutions, sample contract language between a food recovery organization and food donor, and sample Food Recovery Standard Operating Procedures. Design support for customizing materials.
- Two virtual webinars for commercial edible food generators in RSWA cities will be offered. Webinars will be one hour each. The two webinars will cover the same content, and will provide general education on food recovery best practices. The recordings of the webinars will be shared with RSWA cities for public distribution as determined by RSWA cities.
- The Food Recovery Packet will be available in English and Spanish.
- Webinars will be provided with written and audio content in English. Viewers of live and of recorded webinars can access Spanish closed captioning.

Cost	\$13,600
Deliverables	- One Food Recovery Packet food-generating businesses in English - One Food Recovery Packet in Spanish - Two webinars for commercial edible food generators in English with Spanish closed captioned available. Includes a social media toolkit that will be provided to cities to promote the webinars.
Expected Run Time	July – December 2021

Suggested New Pricing Breakdown:

Deliverable	Cost
Development of Food Recovery Packet	\$3,400
Development of webinar content	\$5,000
Delivery of two webinars	\$3,600
Translation of written content into Spanish	\$1,000
Spanish closed captioning for one webinar	\$600

Task 2.3: Compile a preliminary list of food recovery organizations & service names

Supporting SB 1383 requirements: by February 1, 2022 [14 CCR 18985.2.a]

- SDFSFA will pull data from multiple sources to develop a preliminary list of names of all food recovery organizations and services located within each RSWA city.
- SDFSFA will consult publicly available information on the internet to corroborate organization name and address info when necessary.

Cost	\$3,300
Deliverables	- For each RSWA city, a preliminary list cataloging names and addresses for all food recovery organizations, food recovery services, and food distribution agencies that service each city.
Expected Run Time	April – June 2021

Task 2.4: Develop a food recovery newsletter or mailer for annual education

Supporting SB 1383 requirements: by February 1, 2022 [14 CCR 18985.2.b and 14 CCR 18991.1]

- SDFSFA will develop and design a newsletter or mailer with information about food recovery programs, generator requirements, and food recovery organizations and services.
- This mailer will generally provide information on these elements, but will include a placeholder for a link to each RSWA city’s webpage that contains the food recovery organization and services list.
- All content will be provided in both English and Spanish.

Cost	\$3,300
Deliverables	- One newsletter or mailer for all RSWA cities to utilize for annual education
Expected Run Time	October 2021 – December 2021

Pricing Breakdown

Deliverable	Cost
Food recovery newsletter/mailer in English	\$3,000
Spanish translation	\$300

Task 2.5: Communicate with stakeholders on food recovery program tasks

- SDFSFA will meet to discuss food recovery program tasks with RSWA, city staff members, and other stakeholders as needed.
- Additional special presentations may be requested from the Optional Tasks, detailed below.

Cost	\$500/month
Deliverables	- Meetings with RSWA stakeholders up to 5 hours/month - Quarterly written status reports
Expected Run Time	Ongoing

Task 2.6: Administer food recovery program tasks

- This task covers SDFSFA time to monitor and report on task progress, prepare relevant documentation, and manage program tasks and schedule.

Cost	\$500/month
Deliverables	- Schedule and budget management
Expected Run Time	Ongoing

Task 3: Manage SB 1383 Support Services Program

Task 3.1: Coordinate all stakeholder parties

- This task includes communicating as needed with RSWA, city staff members, and other stakeholders as needed.
- Solana Center will provide quarterly updates at RSWA board meetings.
- Additional special presentations may be requested from the Optional Tasks, detailed below.

Cost	\$1,750/month
Deliverables	- Program coordination and communication with RSWA stakeholders up to 10 hours/month - Written quarterly reports - One written annual report
Expected Run Time	Ongoing

Task 3.2: Manage SB1383 services program

- Solana Center will seamlessly manage all aspects of the contracted work.
- Monthly invoices and reports will be provided to RSWA and to each city, when appropriate.
- Cost includes time to coordinate with SDFSFA, monitor program progress, prepare relevant documentation, present findings, and manage schedules.

Cost	\$750/month
Deliverables	- Schedule and budget management - Monthly invoices and updates - Management of sub-contract
Expected Run Time	Ongoing

The following optional a-la-carte tasks are available to individual cities

The client must provide a three-month lead time for budgeting and scheduling the following tasks.

Task 1.4: Create & deliver webinars for generators

Required by SB 1383: by February 1, 2022 [14 CCR 18985.1.a]; bi-lingual communications if a substantial number of the public are non-English speakers [14 CCR 18985.1.e]

- Webinars can be offered to individual cities; however, there are cost-saving opportunities for RSWA cities to jointly participate, especially given that workshops will be virtual, not geographically dispersed.
- Solana Center will develop content, promote, and host interactive webinars to prepare commercial and residential constituents for curbside organics collection. Content of webinar will cover requirements and provide how-to examples for sorting and disposal.
- The delivered format will be one-hour of content and discussion with interactive sharing platforms.
- Webinars will be provided with written and audio content in English. Viewers of live and of recorded webinars can access Spanish closed captioning.
- Solana Center can segment webinar presentations into separate, standalone videos on each topic.
- Webinar material and promotion can be curated for separate audiences – office, home, food-generating business, bi-lingual, schools, landscapers – as determined by city staff.
- Participating cities will receive a social media toolkit to promote webinars through their own channels.
- Recordings will be provided to participating cities and will be available to webinar registrants following the live presentation.
- This task is scalable, such that additional presentations can be requested. Also, where the given topic exists in our library already, the cost of new content development will not apply.

Cost	Standard webinar cost is \$1,800 for existing content and topic (see table below for additional options)
Deliverables	- Social media tool kit to promote webinar - Presentation of webinar - Report of webinar results
Expected Run Time	July 2021 – December 2022

Pricing Breakdown

Deliverable	Cost
Standard webinar presentation	\$1,800
Optional development of new content on a particular topic, only applicable for new topic areas	\$5,000/topic
Optional video segments from webinar content, which can be posted and distributed separately as standalone videos	\$750
Optional Spanish closed captioning for one presentation	\$1,000

Task 1.5: Provide individual technical assistance to businesses

Supporting SB 1383 requirements: by February 1, 2022 for outreach [14 CCR 18985.1.a] and by October 1, 2022 for reporting

- Solana Center can provide a range of technical services to generators – hotline support, virtual consultation, and in-person consultation.
- Hotline support covers calls and emails from businesses regarding SB 1383 compliance and issues.
- One-on-one consultations will be offered to all food generators.
- Consultation in-person versus virtual and at restaurants versus large generators differ in scale. The differences are reflected in pricing per type of engagement. Large generators include grocers and food distributors, for example.
- Consultations include a visual waste assessment, recommendations for improving organic waste diversion practices, and reporting. For virtual engagements, businesses will go through the checklist with heavy remote guidance from Solana Center staff.
 - Attention will be on businesses that are covered but are currently non-compliant under AB 1826 and SB 1383.
 - The goals of consultations will be to (1) optimize setup of waste diversion collection systems, (2) improve sorting and reduce contamination, (3) visually assess waste disposal and identify sources of contamination, (4) provide right-sizing guidance, and (5) highlight waste prevention and diversion opportunities.
- EDCO will be providing general guidance to businesses. This Solana Center task will offer tailored one-on-one assistance to individual business success.

Cost	See pricing menu in breakdown table below
Deliverables	- On-call technical assistance package for generators - Monthly tracking & reporting in accordance with SB1383 requirements
Expected Run Time	Any 12-month period

Pricing Breakdown as A-La-Carte Menu

Deliverable	Cost
Optional monthly hotline calls/emails for generators (up to 15 each month)	\$350/month
Optional virtual technical assistance for restaurants	\$400/business
Optional virtual technical assistance for large generators	\$600/business
Optional in-person technical assistance for restaurants	\$800/business
Optional in-person technical assistance for large generators	\$1,200/business

Task 1.6: Inspect commercial generators

Required by SB 1383: inspections to begin by January 1, 2022 [14 CCR 18995.1]

- Using the inspection plan and protocol developed in Task 1.3, Solana Center will inspect Tier 1 commercial edible food generators.
- Inspections can be conducted either (1) virtually via electronic communications or (2) in-person.
- This task assumes that third-party consultants will be legally permitted to conduct inspections in a given city.

Cost	Virtual inspections @ \$200/generator In-person inspections @ \$400/generator
------	--

Deliverables	- In-person or virtual business inspections, number will vary by city
Expected Run Time	January – December 2022

Task 1.7: Develop an organic waste diversion newsletter or mailer for annual education

Supporting SB 1383 requirements: by February 1, 2022 [14 CCR 18985.1]

- Solana Center will develop and design a comprehensive newsletter or mailer with information about organic waste sorting requirements, methods for prevention, options for on-site recycling of organic waste or through EDCO’s AD program, methane reducing benefits, health and safety and environmental benefits, list of approved haulers, and self-haul requirements. This communication will be designed to address each element of educational content required by CalRecycle.
- Mailer can be customized to focus in greater detail on one or several of the listed education requirements specified in the regulation
- The mailer will also include a placeholder for a link to city’s webpage that contains more information on the compliance requirements and resulting benefits.
- All content can be provided in both English and Spanish.

Cost	\$3,300
Deliverables	- One newsletter or mailer to utilize for annual food waste education
Expected Run Time	Any 3-month period

Pricing Breakdown

Deliverable	Cost
Organic waste diversion newsletter/mailer in English	\$3,000
Spanish translation	\$300

Task 2.7: Provide food recovery general support to Tier 1 & Tier 2 generators

Supporting SB 1383 requirements: by February 1, 2022 [14 CCR 18985.2.b and 14 CCR 18991.1]

- SDFSFA will increase access to edible food recovery by providing food recovery general support to generators.
- Food recovery general support includes email and phone communication to answer food donation questions (e.g. liability, food safety best practices, etc.) and to provide information about local food recovery options.

Cost	\$200 per generator
Deliverables	- Food recovery general hotline support for select Tier 1 and Tier 2 generators
Expected Run Time	July 2021 – December 2022

Task 2.8: Provide food recovery technical assistance to Tier 1 & Tier 2 generators

Supporting SB 1383 requirements: by February 1, 2022 [14 CCR 18985.2.b and 14 CCR 18991.1]

- SDFSFA will increase access to food recovery by providing edible food recovery technical assistance to Tier 1 and Tier 2 commercial edible food generators.
- Food recovery technical assistance is in-depth support and hand-holding for businesses to help them set up a successful donation program.

- Technical assistance includes outreach, a virtual or in-person site visit per business, support developing Food Donation Standard Operating Procedures for each site, partnership identification and matching in collaboration with local food recovery organizations, and general food donation best practice education.

Cost	In-person assistance at \$600 per generator Virtual assistance at \$400 per generator
Deliverables	- Food recovery technical assistance for select Tier 1 and Tier 2 generators
Expected Run Time	July 2021 – December 2022

Task 2.8 [formerly Task 2.6] Implement food recovery capacity survey to audit list of food recovery organizations

Required by SB 1383: by August 1, 2022 [Section 18992.2]

- CalRecycle and the County of San Diego are developing a survey tool which will be used by jurisdictions to gather capacity information from food recovery organizations. SDFSFA will implement the survey on behalf of the cities, conducting outreach which may include phone calls and emails, to ensure that food recovery organizations receive and complete the survey. Answers to the survey questions will be used to audit the preliminary list of food recovery organizations, as well as to add additional information to the list about areas serviced and types of food accepted.

Cost	\$100 per food recovery organization
Deliverables	- A refined list of food recovery organizations located within the City, with verified contact information as well as areas serviced and types of food accepted. - Completed food recovery capacity assessment surveys for agencies located within the city, which can be submitted to the County of San Diego for the edible food recovery capacity assessment requirement.
Expected Run Time	July 2021 – March 2022

Task 3.1: Offer additional presentations

- Solana Center and SDFSFA staff are available to create and deliver presentations on SB 1383 topics as needed to key stakeholders, such as City Councils.
- These are not the same of webinars to the general public, which involve audience registration and tracking, technical support, and follow-up communication.

Cost	\$1,500 per presentation
Deliverables	- Presentation to any audience
Expected Run Time	April 2021 – December 2022 (anytime throughout contract period)

The following task is a service intended for all cities together

Task 1.8 [formerly 1.0]: Update Tier 1 & Tier 2 generators lists

Required by SB 1383: by January 1, 2022 [14 CCR 18991.1]

- Solana Center will reclassify each cities’ businesses according to SB 1383 Tier 1 and Tier 2 classifications.
- Activities for this task: coordination of parties, data collection from various sources, information verification, cross-correlation of data inputs, and final compilation.
- Individual cities can individually subscribe at renegotiated pricing.

Cost	\$39,000
Deliverables	- List of businesses, classifying each by SB 1383 tier
Expected Run Time	Apr 2022 – June 2022

Pricing Breakdown by Population Band



Population Range	City	Cost
< 30,000	Del Mar, Solana Beach	\$3,000
30,000 – 70,000	Encinitas, Poway, ¹ National City	\$7,000
> 70,000 ²	Vista	\$12,000

¹ Poway is included in Task 1.8 though was not included in Task 1.1 because the work was already completed by that city at the time of this proposal.

² Escondido falls into this range, but is not included in this quote by request.

Timeline

	Apr-Jun 2021	Jul-Sep 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Jul-Sep 2022	Oct-Dec 2022
Task	2Q21	3Q21	4Q21	1Q22	2Q22	3Q22	4Q22
CORE TASKS							
Task 1 Conduct Education & Outreach							
1.1 Identify Tier 1 & Tier 2 generators	■	■	■				
1.2 Create baseline compliance resources		■	■	■			
1.3 Create inspection plan & protocol for inspections		■	■	■			
Task 2 Establish Edible Food Recovery Program							
2.1 Plan food recovery educational campaign to educate top generators	■	■	■				
2.2 Develop & deliver food recovery resources to generators		■	■	■	■		
2.3 Compile a preliminary list of food recovery organizations & service names	■	■	■				
2.4 Develop a food recovery newsletter/mailer for annual education			■	■	■		
2.5 Communicate with stakeholders on food recovery issues	■	■	■	■	■		
2.6 Administer food recovery program tasks	■	■	■	■	■		
Task 3 Manage SB 1383 Support Services Program							
3.1 Coordinate all stakeholder parties	■	■	■	■	■		
3.2 Manage SB1383 services program	■	■	■	■	■		
OPTIONAL TASKS FOR INDIVIDUAL CITIES							
1.4 Create & deliver webinars for generators		■	■	■	■	■	■
1.5 Provide individual technical assistance to businesses		■	■	■	■	■	■
1.6 Inspect commercial generators				■	■	■	■
1.7 Develop an organic waste recovery newsletter/mailer for annual education				■	■	■	■
2.7 Provide food recovery general support to Tier 1 & Tier 2 generators		■	■	■	■	■	■
2.8 Provide food recovery technical assistance to Tier 1 & Tier 2 generators		■	■	■	■	■	■
2.9 Implement capacity survey to audit food recovery organizations		■	■	■	■		
3.3 Offer additional presentations	■	■	■	■	■	■	■
OPTIONAL TASKS FOR ALL RSWA CITIES TOGETHER							
1.8 Update Tier 1 & Tier 2 generators lists					■	■	

 Tasks performed by Solana Center
 Tasks performed by SDFSA

Budget

CORE TASKS - APRIL 2021-DECEMBER 2022

Task Detail	Unit	Unit Cost	# of Units	Total Cost	FY 20-21 Cost	FY 21-22 Cost
Task 1: Conduct Outreach & Education						
Task 1.1 Identify Tier 1 & Tier 2 generators	Completion	\$ 39,500	1	\$ 39,500	\$ 19,750	\$ 19,750
Task 1.2 Create baseline compliance resources	Completion	\$ 7,250	1	\$ 7,250	\$ -	\$ 7,250
Task 1.3 Create inspection plan & protocol for inspections	Completion	\$ 2,500	1	\$ 2,500	\$ -	\$ 2,500
Task 1 Subtotal				\$ 49,250	\$ 19,750	\$ 29,500
Task 2: Establish an Edible Food Recovery Program						
Task 2.1 Plan a food recovery campaign to educate Tier 1 & Tier 2 generators	Completion	\$ 8,000	1	\$ 8,000	\$ 8,000	\$ -
Task 2.2 Develop & deliver food recovery resources to generators	Completion	\$ 13,600	1	\$ 13,600	\$ -	\$ 13,600
Task 2.3 Compile a preliminary list of food recovery organizations & service names	Completion	\$ 3,300	1	\$ 3,300	\$ 3,300	\$ -
Task 2.4 Develop a food recovery newsletter/mailer for annual education	Completion	\$ 3,300	1	\$ 3,300	\$ -	\$ 3,300
Task 2.5 Communicate with stakeholders on food recovery issues	Month	\$ 500	9	\$ 4,500	\$ 1,500	\$ 3,000
Task 2.6 Administer food recovery program tasks	Month	\$ 500	9	\$ 4,500	\$ 1,500	\$ 3,000
Task 2 Subtotal				\$ 37,200	\$ 14,300	\$ 22,900
Task 3: Manage Program						
Task 3.1 Coordinate all stakeholder parties	Month	\$ 1,750	9	\$ 15,750	\$ 5,250	\$ 10,500
Task 3.2 Manage SB1383 services program	Month	\$ 750	9	\$ 6,750	\$ 2,250	\$ 4,500
Task 3 Subtotal				\$ 15,750	\$ 7,500	\$ 15,000
SUB TOTAL - CORE TASKS				\$ 102,200	\$ 41,550	\$ 67,400

OPTIONAL TASKS FOR INDIVIDUAL CITIES*

Task Detail	Unit	Unit Cost	# of Units	Total Cost
SB1383 A-La-Carte Tasks Available to Individual Cities				
Task 1.4 Create & deliver webinars for generators				
Task 1.4.1 Present standard webinar	Webinar	\$ 1,800	1	\$ 1,800
Task 1.4.2 Develop new content	Topic	\$ 5,000	1	\$ 5,000
Task 1.4.3 Break out video segments from webinar content	Webinar	\$ 750	1	\$ 750
Task 1.4.4 Translate & offer Spanish closed captioning	Webinar	\$ 1,000	1	\$ 1,000
Task 1.5 Provide individual technical assistance to businesses				
Task 1.5.1 Offer monthly hotline for generators	Month	\$ 350	12	\$ 4,200
Task 1.5.2 Offer virtual technical assistance for restaurants	Business	\$ 400		
Task 1.5.3 Offer virtual technical assistance for large generators	Business	\$ 600		
Task 1.5.4 Offer in-person technical assistance for restaurants	Business	\$ 800		
Task 1.5.5 Offer in-person technical assistance for large generators	Business	\$ 1,200		
Task 1.6 Inspect commercial generators				
Task 1.6.1 Offer virtual inspections	Business	\$ 200		
Task 1.6.2 Offer in-person inspections	Business	\$ 400		
Task 1.7 Develop organic waste recovery newsletter/mailer	Completion	\$ 3,300	1	\$ 3,300
Food Recovery A-La-Carte Tasks Available to Individual Cities				
Task 2.6 Provide food recovery general support to Tier 1 & Tier 2 generators	Business	\$ 200		
Task 2.7 Provide food recovery technical assistance to Tier 1 & Tier 2 generators				
Task 2.7.1 Offer in-person food recovery assistance	Business	\$ 600		
Task 2.7.2 Offer virtual food recovery assistance	Business	\$ 400		
Task 2.8 Implement capacity survey to audit food recovery organizations	Business	\$ 100		
Additional Presentations				
Task 3.3 Offer additional as-needed presentations	Presentation	\$ 1,500		

OPTIONAL TASKS FOR RSWA CITIES TOGETHER*

Task Detail	Unit	Unit Cost	# of Units	Total Cost
Task 1.8 Update Tier 1 & Tier 2 generators lists	Completion	\$ 39,000	1	\$ 39,000
SUB TOTAL - OPTIONAL JOINT RSWA TASKS				\$ 39,000

* Stated unit cost for optional tasks does not include the cost of administration, management, and overhead. An additional administration fee will be agreed upon in writing at the time optional tasks are requested. The amount of such administration fees may vary based on the amount of optional tasks requested and the number of cities for which optional tasks are performed. In no case will the amount of additional administration fees exceed 15% of the stated unit cost for a given task.