

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

RECREATE WASTE COLLABORATIVE LLC

Support the Jurisdiction with Implementing the Edible Food Recovery Program  
to Reach Compliance with SB1383 Regulations

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and RECREATE WASTE COLLABORATIVE LLC, a California limited liability company (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Supporting the Jurisdiction with Implementing the Edible Food Recovery Program to Reach Compliance with SB1383 Regulations (“Project”).

2. **Term.** This Agreement shall be effective from November 15, 2023, through December 31, 2028, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$299,999.00), payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works Department  
City of Riverside  
Attn: Christina Navaratnam  
3900 Main Street  
Riverside, CA 92522

To Consultant

Recreate Waste Collaborative LLC  
Attn: Natalie Lessa  
212 Quincy Avenue, Suite 204  
Long Beach, CA 90803

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## 11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and

penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

**11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

**12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the



termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services  
Exhibit "B" - Compensation  
Exhibit "C" - Key Personnel

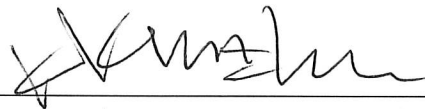
**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

RECREATE WASTE COLLABORATIVE LLC, a California limited liability company

By: \_\_\_\_\_  
City Manager

By:   
Print Name: Kirk Kunihira  
Title: co-owner

Attest: \_\_\_\_\_  
City Clerk

and

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Certified as to Availability of Funds:

By:   
Chief Financial Officer

Approved as to Form:

By:   
Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## SCOPE OF WORK

### Task 1 Kick-off Meeting(s) and Identification of Priorities

At the onset of this project, it will be important for the project team to meet with the City of Riverside, Department of Public Works project team, waste haulers operating within the city, and other key project members to execute the following objectives:

- Identify key staff roles and main points of contact
- Identify key project dates and deadlines
- Establish repeating monthly calls and report expectations
- Discuss how to track progress and evaluate program success
- Create City staff accounts on Careit Executive dashboard
- Conduct Careit demo to educate City staff on how to access reports
- Identify priorities and discuss next steps



Our project team will be available immediately at the onset of this engagement, as we understand that to satisfy compliance with CalRecycle, it is in the best interest to begin promptly.

### Task 2 Edible Food Recovery Inspection Plan

ReCREATE will create a Draft and Final Edible Food Recovery Inspection Plan for review by City of Riverside staff, which will describe how an edible food recovery program will be provided to commercial edible food generators (EFGs) located in the City. This plan will detail how all edible food recovery elements of SB 1383 will be addressed and the methodology for complying with the regulations. The plan will also serve as an outline, inclusive of a timeline for inspections and ample deliverables to support implementation.

The Inspection Plan will include the following elements:

- Description of how the City of Riverside will comply with the edible food recovery elements of SB 1383
- Food donation FAQs and a high-level employee training guide, to be used by City or contracted staff, for conducting inspections to EFGs and FRO/Ss
- Methodology for City receipt and review of complaints
- Methodology for City enforcement and issuance of Notice of Violations (NOVs) to begin 1/1/2024
- Review and recommendations on List of Tier 1 & 2 EFGs located in the City of Riverside, with the following information:
  - Business name
  - Physical address
  - Type of Business
  - Phone number (and email if available)

- Review and recommendations on List of FRO/Ss located in the City of Riverside, with the following information:
  - Organization name
  - Physical address
  - Phone number (and email if available)
- Resources and templates to be included as attachments:
  - Educational Flyer and compliance checklist describing EFG requirements
  - Educational Flyer and compliance checklist describing FRO requirements
  - Letter of Noncompliance Template to be issued to noncompliant entities
  - Complaint Form Template
  - Notice of Violation Template
  - Inspection Form – EFG
  - Inspection Form – FRO
  - EFG weight tracking form
  - Example food donation contract
  - FRO Survey questionnaire for capacity planning purposes

### **Identifying Tier 1 and Tier 2 EFGs and FROs/FRSs**

It is our understanding that the City of Riverside has already identified its Tier 1 and Tier 2 EFGs and FROs/FRSs. The proposed budget for this engagement includes our thorough review of the existing list. Our team is also well-versed in creating this list/identifying these entities, using City business license information, waste hauler customer data, online NAICS tools and our understanding of organizations operating regionally.

During this task we will confirm the number of Tier 1 and Tier 2 EFGs and FROs/FRSs located in the City. If the City needs us to develop a new list or if a list does not currently exist, we are able to do so, however this may impact the cost of Task 2.

### **Task 3      Inspections to Tier 1 and Tier 2 Commercial Edible Food Generators**

Our highly qualified team of inspectors will conduct in-person site visits to Tier 1 and Tier 2 generators identified in Task 2 to satisfy the inspection needs of SB 1383 (Section 18995.1. Jurisdiction Inspection Requirements).

Due to the large size of the City of Riverside (82 square miles), we will be diligent to use mapping software to plot locations of the Tier 1 and Tier 2 EFGs. We will prioritize visiting businesses that are close in proximity whenever possible in order to maximize field time.

### **Enforcement Inspections Beginning January 2024**

It will be the responsibility of City staff to issue NOVs based on recommendations made by the ReCREATE team. ReCREATE can provide an NOV form template as part of the Inspection Plan in Task 2. ReCREATE is also available to distribute NOV forms to businesses in-person, ensuring the business receives the notice.

After 60 days of the receipt of an NOV, a ReCREATE inspector will conduct a follow-up inspection to identify whether the entity has made necessary changes to come into compliance. The results of this inspection and compliance determination will be provided to the City in the

monthly report (Task 7). At such time, if the entity has not taken necessary steps to implement all of the requirements of SB 1383 related to edible food, the inspector will recommend that financial penalties be assessed as required by the enforcement protocol in the regulation.

### **Inspection Tracking**

Inspectors will complete a paper Inspection Form - used in all of the communities that we serve – during site visit walk-throughs and interviewing management, ensuring that data is secure and meets the Implementation Record needs of SB 1383. Inspectors will also take photos to document any edible food being thrown away or composted incorrectly. Standard protocol is to upload inspection data to the software app Careit, which we have a longstanding partnership with, to record all inspection details on a weekly basis.

More information about Careit can be found at the end of the Scope of Work on page 9.

### **Health & Safety Measures**

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 SERV Safe Food Handlers card and California Health and Safety Code guidelines.

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 Tier 1 and Tier 2 EFGs and working with business owners, management staff, chefs and janitorial staff. Our knowledge of proper food handling and storage, and ability to develop personal relationships in this setting, will be valuable for working with this unique industry.

## **Task 4      Inspections to Food Recovery Organizations/Services and Survey**

ReCREATE inspectors will conduct in-person site visits to every organization located within the City of Riverside to evaluate compliance and conduct a FRO Survey for obtaining important information about capacity planning. When conducting in-person site visits, we will seek to understand the following information to determine compliance with SB 1383 and help guide the capacity planning assessment in Task 5 and needs assessment to expand capacity in Task 6:

- Where edible food is received from (EFGs, FRSs, residents, purchased, etc.)
- Types of food that can be accepted
- Existing supplies, transportation, refrigeration/freezer capabilities, and staffing
- Recordkeeping protocol and annual report data
- Identified challenges and needs for receiving edible food, expanding, and complying with SB 1383
- Plans for infrastructure/program expansion

The results of the FRO survey will be provided to the City in an Excel spreadsheet and will be utilized further in Task 5 and Task 6.



## **Task 5 Assistance with Edible Food Recovery Capacity Planning**

Using information gathered during EFG and FRO/FRS inspections in Task 3 and 4, ReCREATE will assist the City of Riverside in determining whether there is adequate capacity for its FROs/FRSs to receive all edible food generated by EFGs in the City.

ReCREATE will review any existing figures on the City's currently disposed of edible food and complete the [CalRecycle Edible Food Recovery Capacity Planning Calculator](#). Calculator details will include the number of Tier 1 & 2 EFGs and FROs/FRSs by business type, estimated amount of edible food disposed in EFGs, a breakdown of type of edible food disposed, and the results of the FRO/FRS survey and their capacity to recover edible food. The capacity calculator will ultimately identify an excess or shortfall in current capacity for edible food recovery within the City of Riverside and projected for target year 2024.

## **Task 6 Analysis of Edible Food Program Gaps & Recommendations**

The capacity assessment outlined in Task 5 will be used to identify currently available resources within the City of Riverside. The data collected will show where existing gaps may limit the ability of organizations to recover food. We will provide an initial list of recommendations for infrastructure development to the City. This list may be amended as the program expands and more edible waste generators participate. We will provide semi-annual updates with recommendations to continue to increase capacity. These recommendations for infrastructure development will be based on quarterly re-assessments of the capacity of organizations to receive food and distribute food, an understanding of the kinds and amounts of food available and additional number of active donors participating.

We will also provide recommendations for purchasing supplies, vehicles and refrigeration as needed, as well as suggestions about how to better use existing resources. This oversight is important in order to effectively allocate grant funding. We will provide recommendations for development of a potential grant program and develop guidelines for prioritizing allocation of support.

## **Task 7 Monthly Reports and Check-in Meetings**

The City will be provided with monthly reports that provide a summary of the number of inspections conducted in the prior month and details about the inspections completed. Beginning January 2024, monthly reports will indicate which businesses the inspector recommends receive an NOV.

## **Task 8 Annual Report**

We will provide support for collection of data and reporting to CalRecycle on a quarterly and annual basis. We understand that the City of Riverside currently has an existing three-year subscription to Recyclist (a technology company that we actively partner and collaborate with). The functions of the Careit software that we plan to use for this engagement are easily integrated into the interface of the Recyclist Program Tracker. This will provide additional ability to maintain records and track food recovery and collection amounts, as well as communicate with donors and receiving agencies in the City. Careit will provide a subscription account for Riverside to access all donation data, including donors, FRO, donation dates, and weights in

real time. We will help train donors and FRO staff on the use of these technologies and evaluate available options during the Task 3 in-person site visits. Our staff will evaluate all data provided to ensure compliance with SB 1383 requirements for reporting before submission.

The Careit software app additionally has the capability to provide reports to FROs and Tier 1 and Tier 2 generators, making it easy for them to track progress in implementing SB 1383 requirements.

## **Annual Report**

The Annual Report will be in an Excel spreadsheet format and will include at a minimum, the following information:

### **EFG Annual Report Details:**

- Business Name
- Date of Inspection
- Method of Inspection (In-Person, Phone, Virtual)
- Business Address
- Tier identification
- Type of EFG (Supermarket, Food Distributor, Restaurant, etc.)
- Business Contact Name
- Business Contact Title
- Business Contact Phone
- Business Contact Email
- Type of Visit (Routine, Complaint, NOV Investigation)
- Visit Number
- Food Types Generated
- Edible Food Collection
- Estimated Pounds of Edible Food Donated
- Estimated Pounds of Edible Food Disposed/Composted
- Partnering FROs
- Education and Outreach Type Provided (print, electronic)
- Careit Training Received
- Evaluation of Compliance Requirements (1-7)
  - Holds and maintains contracts or written agreements of each FRS or FRO
  - Maintains a list of each contracted FRS or FRO
  - Maintains a record of the name, address and contact information for each FRS or FRO
  - Maintains a record of the types of food collected by or self-hauled to each FRS or FRO
  - Maintains a record of the established frequency of food collected by or self-hauled to each FRS or FRO
  - Maintains a record of the quantity (in pounds) of food collected by or self-hauled to each FRS or FRO

- Donates the maximum amount of edible food that would otherwise be disposed
- Container Audit
- Compliance Determination
- Recommended NOV Issued
- Recommended Penalties Imposed
- Date of Compliance Determination
- Notes

**FRO Annual Report Details:**

- Date of Inspection
- Organization Name
- Address
- Contact Name
- Contact Title
- Contact Person
- Contact Phone
- Contact Email
- Organization phone
- Website
- Hours of Operation (collection and distribution hours)
- Where the organization receives food from
- Indication of whether the organization is an FRO/FRS per SB 1383 definition
- Whether Annual Report was received
- Compliance Determination
- Type of food currently accept from food donors
- Transportation Availability
- Collection Service Area
- Estimated weight of food collected/received
- Infrastructure related questions and capacity expansion
- Does your organization have any plans to increase capacity by calendar year 2024
- Determination of compliance details and recordkeeping
- Software used for recordkeeping
- Identified concerns
- Gaps in SB 1383 implementation
- Notes

### The Importance of CalRecycle Relationships

Our edible food recovery team maintains a high and consistent level of involvement with CalRecycle, through quarterly meetings, to discuss edible food recovery program questions and internal recommendations related to outreach, enforcement and compliance determination. We pride ourselves in staying up-to-date with the most recent guidance and direction from CalRecycle, and will invite City of Riverside staff to be a part of regional conversations and continued dialogue with CalRecycle as programs and enforcement evolve.

### Compliance Tracking and Secure Data Storage Using Careit



Our project team uses the food donation and rescue app technology provided by Careit to track all food donation program progress. Careit records are accessible to City staff at any time, and the inspection team uploads in-person inspection data on a weekly basis.

Benefits of using Careit include the following:

- Cloud based storage means records can be accessed at any time
- Customizable interface to track the exact data needs of the community
- Auto-generates a contract between the EFG and the FRO
- Tracks food weight donated, as is required by the regulation
- Provides all necessary recordkeeping to the EFG and to the FRO
- Provides a means to track business compliance over time
- Makes Annual Report data tracking easy for FROs
- Connects EFGs to FROs and makes food donation easy for both parties
- No cost to EFGs and FROs located in Riverside (included as part of this program)

The screenshot shows the CAREIT web application interface. At the top left is the CAREIT logo and a search bar. Below the logo is a user profile for Alyson Schill. The main area displays a table with columns for Name, City, EIN/BN, Address, Phone, and ID. The table lists several entries, including 'angela' in Los Angeles, 'test' in Provo, 'union station homele...' in Pasadena, 'hope of the valley' in Palmdale, 'Loyal Order of Moose' in Los Angeles, 'Foodcycle LA' in Los Angeles, and 'Careit Business' in Thoothukudi.

Name	City	EIN/BN	Address	Phone	ID
angela	Los Angeles	294065499	1341 Laveta Terrace, Los An...	724-660842	86/ac830-b114-4dcc-8...
test	Provo	55668899	447 East 100 North, Provo, U...	6502231375	8f5b8a0e-125b-44f7-9c...
union station homele...	Pasadena	953958741	825 East Orange Grove Boul...	6262404550	98ac33bc-8dbb-4f53-b...
hope of the valley	Palmdale	27-2053273	859 E Ave Q, Palmdale, CA, ...	818 804 5517	999af0e6-0233-45e7-8...
Loyal Order of Moose	Los Angeles	987654321	1003 South Beacon Street, ...	310 503 7144	99c4a9bc-74f9-4b12-9...
Foodcycle LA	Los Angeles	47-1615623	1949 North Wilton Place, Lo...	323-897-9696	99fc4413-f0a7-439e-a9...
Careit Business	Thoothukudi	123456789	Thoothukudi, Tamil Nadu, In...	8002758777	a80d3cdc-3231-44c4-9...

*Example of Careit data management tool demonstrating the list of edible food commercial generators within a community. For more information about Careit, please see Attachment 1 – Careit Explanation.*

The total not-to-exceed compensation for five years, starting 11/15/2023 and ending 11/15/2028, is \$299,999.00

## TIMELINE AND COST – YEAR 1 & YEAR 2

**Dates:** 11/15/2023 through 11/15/2025

**Tasks:** 1 through 8

**Budget:** \$162,599.00

TASK # – DESCRIPTION	ESTIMATED DURATION	COST
1 – Kick-off Meeting and Identification of Priorities	2 weeks	\$1,695
2 – Edible Food Inspection Plan	2 months	\$7,775
3 – Inspections to Tier 1 / Tier 2 EFGs	4-6 months	\$121,390
4 – Inspections to FROs/FRSs and FRO Survey	1-2 months	\$16,500
5 – Assistance with Edible Food Capacity Plan	1 month	\$2,790
6 – Gap Analysis of Edible Food Recovery Program	1 month	\$2,790
7 – Monthly Reports and Check-in Meetings	Monthly	\$3,660
8 – Annual Report	Annually	\$5,999
<b>TOTAL</b>	N/A	<b>\$162,599</b>

**Deliverables:**

- 1 Edible Food Inspection Plan (Task 2)
- 3 site visits to all Tier 1 and Tier 2 commercial edible food generators and food recovery organizations located in the City of Riverside, once in 2023, twice in 2024 (Task 3 and 4)
- 1 completed FRO survey identifying citywide capacity to accept edible food donations and recommendations for increasing capacity (Tasks 5 and 6)
- Monthly reports and monthly meetings (Task 7)
- 1 annual report of inspections for upload to the electronic annual report (Task 8)

**EXHIBIT "B"**  
**COMPENSATION**

The total not-to-exceed compensation for five years, starting 11/15/2023 and ending 11/15/2028, is \$299,999.00

## TIMELINE AND COST – YEAR 1 & YEAR 2

**Dates:** 11/15/2023 through 11/15/2025

**Tasks:** 1 through 8

**Budget:** \$162,599.00

TASK # – DESCRIPTION	ESTIMATED DURATION	COST
1 – Kick-off Meeting and Identification of Priorities	2 weeks	\$1,695
2 – Edible Food Inspection Plan	2 months	\$7,775
3 – Inspections to Tier 1 / Tier 2 EFGs	4-6 months	\$121,390
4 – Inspections to FROs/FRSs and FRO Survey	1-2 months	\$16,500
5 – Assistance with Edible Food Capacity Plan	1 month	\$2,790
6 – Gap Analysis of Edible Food Recovery Program	1 month	\$2,790
7 – Monthly Reports and Check-in Meetings	Monthly	\$3,660
8 – Annual Report	Annually	\$5,999
<b>TOTAL</b>	N/A	<b>\$162,599</b>

### Deliverables:

- 1 Edible Food Inspection Plan (Task 2)
- 3 site visits to all Tier 1 and Tier 2 commercial edible food generators and food recovery organizations located in the City of Riverside, once in 2023, twice in 2024 (Task 3 and 4)
- 1 completed FRO survey identifying citywide capacity to accept edible food donations and recommendations for increasing capacity (Tasks 5 and 6)
- Monthly reports and monthly meetings (Task 7)
- 1 annual report of inspections for upload to the electronic annual report (Task 8)

## TIMELINE AND COST – YEAR 3

**Dates:** 11/15/2025 through 11/15/2026

**Tasks:** 2, 3, 4, 7, 8

**Budget:** \$45,800.00

TASK # – DESCRIPTION	ESTIMATED DURATION	COST
2 – Edible Food Inspection Plan	3 weeks	\$1,000
3 – Inspections to Tier 1 / Tier 2 EFGs	4-6 months	\$34,870
4 – Inspections to FROs/FRSs and FRO Survey	1-2 months	\$6,000
7 – Monthly Reports and Check-in Meetings	Monthly	\$1,830
8 – Annual Report	Annually	\$3,000
<b>TOTAL</b>	N/A	<b>\$45,800</b>

**Deliverables:**

- Updated list of Tier 1 and Tier 2 EFGs and FROs, any necessary revisions to inspection and enforcement forms and reports (Task 2)
- 1 site visits to all Tier 1 and Tier 2 commercial edible food generators and food recovery organizations located in the City of Riverside (which could include quarterly stakeholder meetings), etc. (Task 3 and 4)
- Monthly reports and monthly meetings (Task 7)
- 1 annual report of inspections for upload to the electronic annual report (Task 8)



## TIMELINE AND COST – YEAR 4

**Dates:** 11/15/2026 through 11/15/2027

**Tasks:** 2, 3, 4, 7, 8

**Budget:** \$45,800.00

TASK # – DESCRIPTION	ESTIMATED DURATION	COST
2 – Edible Food Inspection Plan	3 weeks	\$1,000
3 – Inspections to Tier 1 / Tier 2 EFGs	4-6 months	\$34,870
4 – Inspections to FROs/FRSs and FRO Survey	1-2 months	\$6,000
7 – Monthly Reports and Check-in Meetings	Monthly	\$1,830
8 – Annual Report	Annually	\$3,000
<b>TOTAL</b>	N/A	<b>\$45,800</b>

**Deliverables:**

- Updated list of Tier 1 and Tier 2 EFGs and FROs, any necessary revisions to inspection and enforcement forms and reports (Task 2)
- 1 site visits to all Tier 1 and Tier 2 commercial edible food generators and food recovery organizations located in the City of Riverside (which could include quarterly stakeholder meetings), etc. (Task 3 and 4)
- Monthly reports and monthly meetings (Task 7)
- 1 annual report of inspections for upload to the electronic annual report (Task 8)

## TIMELINE AND COST – YEAR 5

**Dates:** 11/15/2027 through 11/15/2028

**Tasks:** 2, 3, 4, 7, 8

**Budget:** \$45,800.00

TASK # – DESCRIPTION	ESTIMATED DURATION	COST
2 – Edible Food Inspection Plan	3 weeks	\$1,000
3 – Inspections to Tier 1 / Tier 2 EFGs	4-6 months	\$34,870
4 – Inspections to FROs/FRSs and FRO Survey	1-2 months	\$6,000
7 – Monthly Reports and Check-in Meetings	Monthly	\$1,830
8 – Annual Report	Annually	\$3,000
<b>TOTAL</b>	N/A	<b>\$45,800</b>

**Deliverables:**

- Updated list of Tier 1 and Tier 2 EFGs and FROs, any necessary revisions to inspection and enforcement forms and reports (Task 2)
- 1 site visits to all Tier 1 and Tier 2 commercial edible food generators and food recovery organizations located in the City of Riverside (which could include quarterly stakeholder meetings), etc. (Task 3 and 4)
- Monthly reports and monthly meetings (Task 7)
- 1 annual report of inspections for upload to the electronic annual report (Task 8)

Staff hourly rates as of January 1, 2023 are provided below.

STAFF	PROJECT ROLE	HOURLY RATE
Natalie Lessa	Project Manager	\$195
Kendra Schussel	Project Lead	\$105
Rachel Keefer Zec Antonella Zamora Galvez Katherine Moreno Ana Mercado Local staff hire*	Field Inspector	\$75

\*It is our intention to hire at least one local staff person to assist with conducting in-person inspections in the City of Riverside. All new hires go through an extensive onboarding to become fully trained in executing edible food recovery inspections.

For billing purposes, all time is tracked to the nearest 15 minutes. All costs for supplies, and travel expenses is included in the hourly rate.

**EXHIBIT "C"**

**KEY PERSONNEL**

Natalie Lessa, Project Manager  
Kendra Schussel, Project Lead  
Rachel Keefer Zac, Field Inspector  
Antonella Zamora Galvez, Field Inspector  
Katherine Moreno, Field Inspector  
Ana Mercado, Field Inspector