



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**MAY 2, 2023, 7:00 PM
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790**

**Mayor Rosario Diaz
Mayor Pro Tem Brian Tabatabai
Councilman Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos**

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT

The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL

Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE

The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS ADDRESSING THE CITY COUNCIL (Per WCMC 2-48, Ordinance No. 2150)

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.

RULES OF DECORUM

Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA CITY COUNCIL/SUCCESSOR AGENCY

**TUESDAY MAY 2, 2023, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Lisa Sherrick, Assistant City Clerk

PLEDGE OF ALLEGIANCE

Led by Councilwoman Lopez-Viado

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Proclamation Honoring National Small Business Week
- Proclamation Declaring the Week of May 14 through May 20, 2023, as National Police Week
- Proclamation Recognizing the Week of April 30 through May 6, 2023, as Professional Municipal Clerks Week

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

APPROVAL OF MEETING MINUTES

- 1) **CONSIDERATION OF APPROVAL OF THE APRIL 18, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES. THE REGULAR CLOSED SESSION MEETING WAS CANCELED.**

It is recommended that the City Council approve the April 18, 2023, Regular Session Meeting Minutes.

FIRE DEPARTMENT

- 2) **CONSIDERATION OF PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA)**

It is recommended that the City Council authorize a purchase order with L.N. Curtis and Sons, in the amount of \$992,000, for the purchase of Self-Contained Breathing Apparatus (SCBA) via Sourcewell Cooperative Purchasing Agreement No. 032620-LNC.

HUMAN RESOURCES/RISK MANAGEMENT

3) CONSIDERATION OF JOB DESCRIPTIONS FOR CODE ENFORCEMENT DIRECTOR AND CODE ENFORCEMENT MANAGER

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2023-26 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE CODE ENFORCEMENT MANAGER CLASSIFICATION SPECIFICATIONS AND APPROVING THE CODE ENFORCEMENT DIRECTOR CLASSIFICATION SPECIFICATIONS

4) CONSIDERATION OF THE JOB DESCRIPTION FOR ECONOMIC DEVELOPMENT AND HOUSING MANAGER

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2023-27 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE ECONOMIC DEVELOPMENT AND HOUSING MANAGER CLASSIFICATION SPECIFICATIONS

END OF CONSENT CALENDAR

DEPARTMENT REGULAR MATTERS

FINANCE DEPARTMENT

5) CONSIDERATION OF AMENDMENT TO THE ATHENS SERVICES FRANCHISE AGREEMENT TO REFLECT SB 1383 IMPLEMENTATION

It is recommended that the City Council:

1. Authorize the City Manager to negotiate and execute Amendment No. 12 to the agreement with Arakelian Enterprises, Inc. dba Athens Services (Athens), incorporating Athens' proposed Option 3 for SB 1383 implementation as detailed in this report, for the collection of solid waste, recyclables, yard waste and other compostable, and organics, in such final form as approved by the City Attorney.
2. Direct the City Manager to work with Athens to prepare an amended and restated agreement incorporating the terms of the existing agreement and all prior amendments to the agreement between the City and Athens, in such final form as approved by the City Attorney.

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)

(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

CITY COUNCIL COMMENTS

ADJOURNMENT

Regular Meeting

Next Tentative City Council Meeting

May 16, 2023

7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

- a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
- b. The city council may establish a limit on the duration of oral communications.
- c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
- d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

- a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
- b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
 - a. Addressing the Mayor and City Council without first being recognized.
 - b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
 - c. Repetitiously addressing the same subject.
 - d. Failing to relinquish the podium when directed to do so.
 - e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
 - f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.

No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 2, 2023

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE APRIL 18, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES. THE REGULAR CLOSED SESSION MEETING WAS CANCELED.

RECOMMENDATION:

It is recommended that the City Council approve the April 18, 2023, Regular Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick; Assistant City Clerk

Attachments

Attachment No. 1 - 4/18/2023 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

APRIL 18, 2023, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Rosario Diaz
Mayor Pro Tem Brian Tabatabai
Councilman Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos

AGENDA

**CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY**

INVOCATION

Led by Pastor Samuel Martinez with Amazing Love Ministries

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Tabatabai

ROLL CALL

Council Members

Present: Council Members Tony Wu, Letty Lopez-Viado, Ollie Cantos, Mayor Pro Tem Brian Tabatabai, Mayor Rosario Diaz.

Council Members

Absent: None

City Staff: David Carmany City Manager, Paulina Morales Assistant City Manager, Roxanne Lerma Assistant City Manager, Tom Duarte City Attorney; other City staff presented reports and responded to questions as indicated in the minutes.

REPORTING OUT FROM CLOSED SESSION

Closed Session for April 18, 2023, was cancelled.

PRESENTATIONS

- Proclamation Honoring Arbor Day
- Celebrating Autism Awareness Month

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Armando Herman
Kathy Clark
John Shewmaker
Chriss Miller
Elsie Messman
Wen Wen Zhang
George Nguyen
Sue Augino
Jim Grivich
Jerri Potras
Colleen Rozatti
Steve Bennett
Mr. G
R. Robinson
Samuel Martinez

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

ACTION: Motion by Councilwoman Lopez-Viado, Second by Mayor Pro Tem Tabatabai 5-0 to: Approve Consent Calendar Items 1, 2,4,5,7,8.

ACTION: Motion by C Councilwoman Lopez-Viado, Second by Mayor Pro Tem Tabatabai 5-0 to: Approve Consent Calendar Item 3 (This item was pulled for discussion by Councilman Cantos and Councilwoman Lopez-Viado).

ACTION: Motion by Councilman Wu, Second by Councilwoman Lopez-Viado 5-0 to: Approve Consent Calendar Item 6 (This item was pulled for discussion by Councilman Wu).

ACTION: Motion by Councilman Wu, Second by Councilwoman Lopez-Viado 5-0 to: Approve Consent Calendar Item 9 (This item was pulled for discussion by Councilman Wu).

APPROVAL OF MEETING MINUTES

- 1) **CONSIDERATION OF APPROVAL OF THE APRIL 4, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES. THE REGULAR CLOSED SESSION MEETING WAS CANCELED.**

Carried 5-0 to: It is recommended that the City Council approve the April 4, 2023, Regular Session Meeting Minutes.

CITY MANAGER'S OFFICE

- 2) **CONSIDERATION OF RESOLUTION NO. 2023-24 TERMINATING THE LOCAL EMERGENCY RELATED TO SEVERE WINTER STORMS**

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2023-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, PROCLAIMING THE TERMINATION OF THE LOCAL EMERGENCY PROCLAIMED ON JANUARY 11, 2023 RELATED TO SEVERE WINTER STORMS

COMMUNITY DEVELOPMENT

- 3) **CONSIDERATION OF IMPLEMENTATION OF WEEKLY STREET SWEEPING PROGRAM, INCLUDING THE POSTING AND ENFORCEMENT OF "NO PARKING STREET SWEEPING" SIGNS.**

Carried 5-0 to: approve the following:

1. Receive and file report regarding implementation of weekly street sweeping program; and
2. Encourage broad public dissemination of this topic, directing that a community outreach forum be held to solicit public comments.

4) CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH JHD PLANNING LLC FOR THE PREPARATION OF THE GENERAL PLAN HOUSING ELEMENT UPDATE

Carried 5-0 to: approve the following:

1. Authorize the City Manager to execute the Fourth Amendment to the Professional Services Agreement with JHD Planning, LLC, increasing JHD Planning, LLC's maximum compensation to \$109,800, to provide consulting services associated with updating the Housing Element of the General Plan.
2. Authorize the City Manager to execute any future amendments to the Agreement, provided that JHD Planning, LLC's total compensation does not exceed \$200,000.

5) CONSIDERATION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF WEST COVINA AND COVINA FOR THE CONSTRUCTION OF THE WORKMAN AVENUE REHABILITATION PROJECT

Carried 5-0 to: approve the following:

1. Authorize the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the City of Covina for the Workman Avenue Rehabilitation Project in the amount of \$70,688.00, in such final form as approved by the City Attorney;
2. Authorize the City Manager to amend the MOU up to ten (10%) percent;
3. Adopt the following resolution:

RESOLUTION NO. 2023-21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1,

**2022 AND ENDING JUNE 30, 2023 (WORKMAN AVE
REHAB AT CITRUS)**

**6) CONSIDERATION OF CONSTRUCTION AGREEMENT FOR FY 2022-23
RESIDENTIAL STREETS REHABILITATION PROGRAM - PROJECT
NO. 23014**

Carried 5-0 to: to the following actions with the following amendment: -
increasing contingency amount to 20%.

1. Award the construction agreement for the FY 2022-23 Residential Streets Rehabilitation Program (Project No. 23014) to Vance Corporation as the lowest responsible bidder;
2. Authorize the City Manager to negotiate and execute an agreement with Vance Corporation for \$2,958,945.00, in substantially the form as attached and in such final form as approved by the City Attorney;
3. Authorize the City Manager to negotiate and execute any amendments up to 15% of the awarded contract amount;
4. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction); and
5. Adopt the following resolution:

**RESOLUTION NO. 2023-23 - A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET
AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND
ENDING JUNE 30, 2023 (FY 2022-23 RESIDENTIAL STREETS
REHABILITATION PROGRAM)**

FINANCE DEPARTMENT

**7) CONSIDERATION OF RESOLUTION 2023-20 – AMENDING THE
THRESHOLDS FOR SMALL, INFORMAL AND FORMAL
PROCUREMENTS AND ESTABLISHING THE APPROVAL
REQUIREMENTS FOR THE SALE, EXCHANGE, DISPOSAL, OR
DONATION OF SURPLUS OF EQUIPMENT AND SUPPLIES**

Carried 5-0 to: It is recommended that the City Council review and
approve the following Resolution:

**RESOLUTION NO. 2023-20 - A RESOLUTION OF THE CITY
COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA,**

ESTABLISHING REVISED THRESHOLDS FOR SMALL, INFORMAL AND FORMAL PROCUREMENTS IN ACCORDANCE WITH SECTION 2-328 OF DIVISION 2 OF ARTICLE VII OF CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE AND ESTABLISHING THE APPROVAL REQUIREMENTS FOR THE SALE, EXCHANGE, DISPOSAL, OR DONATION OF SURPLUS SUPPLIES AND EQUIPMENT IN ACCORDANCE WITH SECTION 2-336 OF DIVISION 2 OF ARTICLE VII OF CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE

8) PURCHASING REPORT AND REJECTION OF BIDS AND REQUESTS FOR PROPOSALS

Carried 5-0 to: It is recommended that the City Council take the following actions:

1. Receive and file the Purchasing Report for July 1, 2022 through March 31, 2023; and
2. Reject the unawarded bids and requests for proposals detailed within the staff report.

FIRE DEPARTMENT

9) CONSIDERATION OF PROCUREMENT OF FIRE DEPARTMENT EQUIPMENT

Carried 5-0 to: take the following actions:

1. In accordance with Section 2-335 (11) of the West Covina Municipal Code, ratify the suspension of normal bidding or purchasing and procurement requirements in connection with the emergency purchase of one ambulance from Republic EVS in the amount of \$352,014.66 due to equipment breakdown requiring immediate purchase in order to protect the public health, welfare, and safety;
2. Authorize the City Manager to negotiate and execute any and all documents to acquire two additional new ambulances within the remaining project budget (Project No. 22022, New Ambulances);
3. In accordance with Section 2-335 (10) of the West Covina Municipal Code, find that compliance with the City's bidding requirements and procedures may be impractical and not in the best interest of the City in connection with the procurement of two new ambulances due to the limited stock and availability; and
4. Adopt the following resolution:

RESOLUTION NO. 2023-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (FIRE EQUIPMENT)

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY CLERK'S OFFICE

10) CONSIDERATION OF APPOINTMENTS TO THE AUDIT COMMITTEE

Carried 5-0 to: It is recommended that the City Council appoint the following members to serve a two-year term on the Audit Committee: Mr. Grivich, Ms. Solorio, and Ms. Stanley.

FINANCE DEPARTMENT

11) PROPOSED FISCAL YEAR 2023-24 OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET

Carried 5-0 to: It is recommended that City Council:

1. Receive and file the Proposed Fiscal Year 2023-24 Operating and Capital Improvement Program Budget;
2. Direct that the proposed budget be publicly disseminated, including at community budget workshops on April 26, 2023 and May 1, 2023; and
3. Schedule it for consideration at the June 6, 2023, City Council meeting.

MAYOR/COUNCILMEMBERS REPORTS

None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES, OR INVESTIGATION

The following request were made by the City Council with no objection:

- Budget a line item pertaining to district meetings.
- Detailed update regarding the maintenance contract with Caltrans and possibility of placing contracts on the website.
- Look into confirming if homeless who do not have ties to West Covina can be cleared, possibly done in the City of San Clemente.

CITY COUNCIL COMMENTS

- Councilmember Cantos congratulated his collages on receiving the Presidential Lifetime Achievement award.

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Mayor Diaz, and the meeting was adjourned at 10:10 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, April 18, 2023, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Rosario Diaz
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 2, 2023

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA)

RECOMMENDATION:

It is recommended that the City Council authorize a purchase order with L.N. Curtis and Sons, in the amount of \$992,000, for the purchase of Self-Contained Breathing Apparatus (SCBA) via Sourcewell Cooperative Purchasing Agreement No. 032620-LNC.

BACKGROUND:

The West Covina Fire Department ("Fire Department") provides firefighting and emergency fire and rescue services. During emergency response activities, there are incidents where the atmosphere places the firefighters in areas that are Immediate Danger to Life and Health (IDLH). In an IDLH environment, firefighters must use self-contained breathing apparatus (SCBA). Self-contained breathing apparatus (SCBA) refers to a type of respiratory protection equipment that consists of a high-pressure tank, a pressure regulator, a face mask that includes a mouthpiece and connecting supply pipes, and a carrying pack. The Fire Department is required to provide firefighters with SCBAs as well as provide mandated testing, repairs, training and maintenance of SCBAs. The purchase of SCBAs is an approved Capital Improvement Project (No. 22019).

DISCUSSION:

The West Covina Fire Department has utilized SCBAs that were obtained through a regional grant in 2007. The Honeywell SCBA product has reached its useful service life. Industry standards recommend a 10-year replacement cycle due to safety and technology advances as well as exposure to hazardous environments.

The United States Department of Labor, Occupational Safety and Health Standards requires that the City provide firefighters with personal protective equipment to include respiratory protection (Standards – 29 CFR 1910.134). California Occupational Safety and Health Administration (Cal OSHA) standards augment those developed by Federal OSHA. Cal OSHA Title 8 Regulations mandate respiratory protection using SCBAs (Title 8, Subchapter 7, Group 16, Article 107, Subsection 5144 – Respiratory Protection). Many of the standards were developed as a direct result of workplace accidents resulting in injury or death.

In addition to the OSHA requirements, the National Fire Protection Association (NFPA) sets technical

standards for SCBA. NFPA Standards ensure that current respiratory protection and safety technology is incorporated into an important component of firefighter personal protective equipment (PPE). The two standards that apply to SCBAs are NFPA 1981: Standards on Open Circuit Self-Contained Breathing Apparatus for Emergency Services, and NFPA 1982: Selection, Care and Maintenance of Open Circuit Self-Contained Breathing Apparatus. The NFPA recommends that SCBA's be replaced every 10 years.

The goals for compliance and standards are:

1. Firefighter safety
2. Professional performance to recognized standards
3. Reduced exposure to liability

In anticipation of the SCBA replacement, the Fire Department, in conjunction with regional fire agencies, conducted extensive field-testing of models from three different manufacturers. These included Scott Safety, Interspiro, and MSA Safety Incorporated. The MSA SCBAs were rated as the most suitable for the Fire Department through a series of objective tests. The MSA is also the regionally preferred SCBA for our Mutual Aid partners, allowing for firefighter safety during interoperability operations.

The MSA SCBA is designed to the current NFPA standards. Of importance, the recommended SCBA includes an advanced safety feature which allows firefighters to see through smoke. Known as an integrated thermal imaging camera (TIC), this makes the MSA unique compared to the other tested models.

L.N. Curtis and Sons ("Curtis Tools") is the manufacturer-assigned representative for the Fire Department's SCBAs. Curtis Tools has quoted \$992,000 to bring our current SCBA equipment into compliance (Attachment No. 1). Curtis Tools is also the manufacturer-approved provider for the replacement of SCBA masks. Without any spare SCBA masks, firefighters would not be able to enter an IDLH environment.

Section 2-335(6) of the West Covina Municipal Code provides an exemption from the City's competitive procurement requirements for purchases made through a cooperative purchasing agreement or program, provided that the following requirements are met:

- a. The Purchasing Officer determines the purchase is in the best interest of the City;
- b. The Purchasing Officer determines the purchase is to the City's economic advantage; and
- c. The agreement was competitively awarded using a process that complies with policies, rules, and regulations as approved by the Purchasing Officer.

Curtis Tools has provided a quote through Sourcewell Cooperative Purchasing Agreement No. 032620-LNC (see Attachment No. 2). The Purchasing Officer has determined the Sourcewell Agreement meets the requirements of Section 2-335(6) of the West Covina Municipal Code.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or
2. Provide alternative direction.

Prepared by: Sherri Yuasa, Senior Administrative Assistant

FISCAL IMPACT:

Funding for the SCBA is available in the existing ARPA project, Self-Contained Breathing Apparatus (SCBA) (Project No. 22019).

Table 1. Expenditure Summary

Project	Fund	Account No.	Current Budget Balance	Amount Requested	New Balance
22019	179, ARPA	179.80.7003.7900	1,050,000	992,000	58,000
Total			\$1,050,000	\$992,000	\$58,000

Attachments

Attachment No. 1 - L.N. Curtis and Sons Quote

Attachment No. 2 - Sourcewell Cooperative Purchasing Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

Ph: 323-780-0254
 TF: 866-557-0254
 Fax: 714-522-5001
lasales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com
 Quotation No. 160853

Quotation

CUSTOMER:

West Covina City Fire
 Department
 1444 West Garvey Avenue
 West Covina CA 91790

SHIP TO:

West Covina City Fire
 Department
 1444 West Garvey Avenue
 West Covina CA 91790

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
160853	02/01/2023	03/30/2023

SALESPERSON

Ed Shabro
eshabro@lncurtis.com
 760-250-1180

CUSTOMER SERVICE REP

Ken Perry
kperry@lncurtis.com
 510-268-3326

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	CARLOS GALVEZ	C36210	Net 30	SW-FFE

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

SPECIAL INSTRUCTIONS

*REFER SOURCEWELL CONTRACT #032620
 *MEMBER #28903

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Transportation is included in below pricing.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	60	EA	G1 SCBA OPTION MSA CUSTOM	G1 scba option, as below; MSA G1 per ATO-A- G1FS443MD2C2LGR 4500 PSI Quick connect Serviceable Tunnels (no chest strap) Extendaire II Telemetry w/ intidraded TIC Rechargeable Battery		\$8,800.00	\$528,000.00

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 Fax: 714-522-5001
lasales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com
 Quotation No. 160853

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
2	200	EA	10175708 MSA	45Min 4500# G1 SCBA Low Profile Cylinder, With Air, With Quick Connect Remote Connection With Custom Logo'd Cylinders "WCV"		\$1,140.00	\$228,000.00
3	80	EA	10156459 MSA	Medium G1 Facepiece With Medium Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1Fp-Fm1M401 WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$406.00	\$32,480.00
4	9	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection		\$1,399.00	\$12,591.00
5	9	EA	10206313 MSA	Uebss 2018 Edition G1 Rit Extendaire II System, 4500#, Medium Facepiece, Regulator, 6Ft Quick-Fill Hose, Urc, Quick-Connect WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$5,250.00	\$47,250.00
6	9	EA	RBL303 TRUE NORTH	Red L-3 Lite Speed Rit Bag	OM	\$305.96	\$2,753.64
7	1	EA	10186214 MSA	RFID Contactless Reader Writer, * 13.56 Mh		\$630.00	\$630.00

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
8	1	EA	10158407 MSA	Kit, Rfid Reader/Writer, G1		\$820.00	\$820.00
9	7	EA	10158385 MSA	G1 SCBA Charging Station Kit		\$820.00	\$5,740.00
10	42	EA	10148741-SP MSA	Battery Pack, G1, Rechargeable		\$425.00	\$17,850.00
11	14	EA	10148740-SP MSA	Replacement Alkaline Battery Pack		\$340.00	\$4,760.00
12	8	EA	A-PCG21CA1P1 MSA	G1 Premaire Cadet Escape Respirator, Includes; * Kevlar Harnes Strap Carrier, Standard * Shoulder Pad Option * 5-Minute Carbon Escape Cylinder * G1 Mmr Regulator With Purge Cover * No Facepiece * Cejn Locking Quick Disconnect * Hard Plastic Case WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$1,990.00	\$15,920.00
13	2	EA	10178357 MSA	Multigas Detector, Altair 4XR, Configured - LEL, O2, H2S, & CO, 4 Gas Cylinder, Regulator & Altair Pump Probe		\$1,645.00	\$3,290.00
14	1	EA	10160201 MSA	Altair 5X Multigas Detector Kit With Monochrome Display, Lel / O2 / Co / H2S / Hcn, Consisting Of: * Altair 5X Multigas Detector * 10 Ft. Sampling Line * 1 Ft. Probe		\$2,020.00	\$2,020.00

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
15	1	EA	10149700-SP MSA	4500/5500 Quick Connect Coupling		\$480.00	\$480.00
16	1	EA	MSAQC-FG4 BLUE SPARTAN	MSA Female X 1/4NPT To Connect to MSA Adapter		\$61.00	\$61.00
17	1	EA	96-347-1SS- MSAQC-CW BLUE SPARTAN	Copper Washer	OM	\$3.07	\$3.07
18	6	EA	455022 MSA	50' Airline Hose Assy		\$340.00	\$2,040.00
19	6	EA	69542 MSA	.25Nptmx.75Hosem Brass Union Adaptr	OM	\$23.40	\$140.40
20	6	EA	471501 MSA	Socket Assy, Hansen #628768 Female Socket, Hansen	OM	\$90.00	\$540.00
21	6	EA	630313 MSA	.25Npt Hansen Qdisc Brass Plug #628208 Plug, Qdisc, Hansen	OM	\$15.30	\$91.80

Small Business
 CAGE Code: 5E720
 SIC Code: 5099
 Federal Tax ID: 94-1214350
 UEI #DDLSADSWN7U7

This pricing remains firm until 03/30/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

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Quotation No. 160853

Subtotal	\$905,460.91
Estimated Tax Total	\$86,018.79
Transportation	\$0.00

Total	\$991,479.70
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[View Terms of Sale and Return Policy](#)

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **L.N. Curtis & Sons**, 185 Lennox Lane, Suite 100, Walnut Creek, CA 94598 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 5/5/2020 | 5:08 PM CDT

L.N. Curtis & Sons

DocuSigned by:
By: Nick Lawrence
105BA01D37894D8...
Nick Lawrence

Title: Special Programs Director

Date: 5/5/2020 | 6:44 PM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 5/5/2020 | 8:49 PM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: L.N. Curtis & sons

Does your company conduct business under any other name? If yes, please state: Curtis

Address: 185 Lennon Lane
Suite 110
Walnut Creek, CA 94598

Contact: Nick Lawrence

Email: NLawrence@LNCurtis.com

Phone: 510-499-4112

HST#:

Submission Details

Created On: Thursday January 23, 2020 10:16:32

Submitted On: Thursday March 26, 2020 00:10:18

Submitted By: Nick Lawrence

Email: NLawrence@LNCurtis.com

Transaction #: b5d08568-4a99-4569-a09e-e53cd565fff3

Submitter's IP Address: 98.210.41.56

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	L.N. Curtis & sons (Curtis)	*
2	Proposer Address:	185 Lennox Lane Suite 100 Walnut Creek, CA 94598	*
3	Proposer website address:	http://www.lncurtis.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nick Lawrence, Special Programs Director	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Lawrence, Special Programs Director 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLawrence@LNCurtis.com (510) 499-4112	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Lloyd, Executive Director of Sales 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLloyd@LNCurtis.com (740) 590-3446 Tim Henderson, Senior Vice President 4647 S. 33rd Street Phoenix, AZ 85040 THenderson@LNCurtis.com (510) 207-1568	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>L.N. Curtis & sons (Curtis) has a long history with emergency responders. Lloyd N. "Pop" Curtis founded our company in 1929. "Pop's" brother, Newton, had partnered with his brothers-in-law in Glendale, California to build a mechanical resuscitator - a first of its kind.</p> <p>The Depression of the early 30's interrupted many American lives. It most certainly hindered the sale of a resuscitator that was a very expensive piece of equipment for its day (as much as a new Chevy or Ford). Thus, "Pop" found himself trying to support a family and unable to make ends meet. He was, however, an extremely popular salesperson. It seemed firefighters liked him very much, respected his tenacity and were intent on keeping him afloat. It became their practice when "Pop" came around for a sales call to ask him "to pick up some fire boots and bring them next time he visited." Then fire boots turned into "Lloyd, we could use some turnouts on your next visit. How about it?" This is how L.N. Curtis & sons as we know it today was born.</p> <p>Finally, the economy improved enough that, with the addition of a very small inheritance, "Pop" was able to buy a car and get back on the road. His sons, Jay and Bill were named "partners" and the "L.N. Curtis" company immediately evolved into, "L.N. Curtis & sons." 451 Hudson Street in Oakland, California was the garage that opened the doors to what has become one of the most successful distributors of emergency responder equipment in the United States. "Pop", Jay, and Bill Curtis each worked diligently in every capacity to be successful and support their family. In fact, none of them ever retired and each worked actively in the business until their deaths.</p> <p>Salt Lake City, Utah, became the home for Curtis' second Customer Service and Operations Center. Jay Curtis' son-in-law, Steven L. Chandler, ran this division until his retirement in 2009.</p> <p>In 1945, Curtis' third Customer Service and Operations Center opened in Seattle, Washington. Eventually, three more Customer Service and Operations Centers have opened. These new Centers support customers in Southern California and Southern Nevada; the Southwest; and, U.S. Military customers world-wide.</p> <p>Bill Curtis managed Curtis from 1946 until 1988. Upon his death in 2005, Bill's son, Paul Curtis, became President and CEO of the company. Curtis' headquarters and the home of the Curtis' Pacific North Customer Service Center and Special Programs was moved in 2020 from Oakland, CA, to Walnut Creek, CA.</p> <p>Jeff Curtis, a great grandson of "Pop" Curtis is currently Vice President of Operations and Customer Service, while Roger Curtis, also a great grandson of "Pop" Curtis, is currently Vice President of Marketing and Administration.</p> <p>During subsequent years, four additions were made to the L.N. Curtis & sons' family of companies: ECMS, Firefighters Bookstore, Curtis Force Protection, and Curtis Blue Line.</p> <p>ECMS performs ensemble care and maintenance for emergency responders. ECMS includes six operations centers (Las Vegas, NV, Oakland, CA, La Mirada (Los Angeles), CA, Phoenix, AZ, Kent, WA, and Salt Lake City, UT).</p> <p>Firefighters Bookstore services emergency responders on a world-wide basis with educational and training services.</p> <p>Curtis Force Protection specializes in assisting federal agencies, located world-wide, with products and services supporting missions related to defense, security and enforcement.</p> <p>Curtis Blue Line (CBL) services law enforcement agencies and their members from six operations centers and retail stores. CBL locations are in Boise, ID, Kent, WA, Phoenix, AZ, Tigard, OR, Salt Lake City, UT, and West Sacramento, CA.</p> <p>Throughout the decades, Curtis' mission has remained constant: "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions and return safely home to family and friends."</p> <p>In honor of those we serve, Curtis established a corporate-wide trademark, "Tools for Heroes"</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a compilation of product catalogs representing those products related to this solicitation that are required and most in demand to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service.</p> <p>CURTIS' offer includes one or more brands or styles for the following general product categories that are defined within the solicitation:</p> <ol style="list-style-type: none"> 1. Personal Protective Equipment (PPE) 2. Breathing Air Compressor Systems 3. PPE-related Services 	*
9	What are your company's expectations in the event of an award?	<p>Curtis expects to:</p> <ul style="list-style-type: none"> • Fulfill customer requirements, accurately, timely and with significant value • Curtis expects to make the ensuing contract very valuable to Sourcewell and to the membership • Curtis expects to make a fair profit 	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attachment, "Item 10 – Curtis Financials"	*
11	What is your US market share for the solutions that you are proposing?	Curtis estimates that we have between 50%-65% of our served markets that comprises the products contained in our proposal.	*
12	What is your Canadian market share, if any?	Curtis does not sell into the Canadian market.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection.	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal.</p> <p>Please note that written authorization from our manufacturers is available on request as there is no apparent place in the documentation section of the on-line submission process for inserting authorizations from the manufacturers included in this offer.</p>	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with facilities in Washington, Oregon, Utah, Arizona, Idaho and California.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*

17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Curtis' proposal includes products representing the following categories and sub-categories:</p> <ol style="list-style-type: none"> 1. PERSONAL PROTECTIVE EQUIPMENT (PPE) <ul style="list-style-type: none"> • Firefighter Protective Clothing (structural and proximity [aircraft]) <ul style="list-style-type: none"> o Turnout Jackets o Turnout Pants o Firefighting Boots o Firefighting Gloves o Firefighting Hoods • Wildland Fire Fighting Protective Gear <ul style="list-style-type: none"> o Wildland Jackets o Wildland Pants o Wildland Boots o Wildland Gloves o Wildland Hoods • Technical Rescue Protective Gear <ul style="list-style-type: none"> o Tech Rescue Jackets o Tech Rescue Pants o Tech Rescue Boots o Tech Rescue Gloves • Station-Wear <ul style="list-style-type: none"> o Blouses (shirts) o Jackets o Pants o Footwear • Self-Contained Breathing Apparatus (SCBA) <ul style="list-style-type: none"> o Back-Packs o Facepieces o Cylinders o Regulator o RIC UAC o PASS o Replacements parts and accessories • Miscellaneous PPE-related equipment <ul style="list-style-type: none"> o Belts o Packs o Other 2. BREATHING AIR COMPRESSOR SYSTEMS <ul style="list-style-type: none"> • Breathing Air Systems (mobile and stationary) • Fill Stations • Storage Systems 3. PPE-RELATED SERVICES <ul style="list-style-type: none"> • Pre-sales Support (requirements definition and support to specification development) • Post-Sales Support (sizing, use and care training, assistance during deployment, repair and maintenance) • Inspection, Cleaning & Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective equipment)
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	None	*
19	What percentage of your sales are to the governmental sector in the past three years	Public sector agencies, including federal, state and local agencies, comprise in excess of 90% of total corporate sales. The balance are primarily sales to individuals, mainly those employed by the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Curtis has several cooperative purchasing contracts in place at the state, regional and national levels. Of note:</p> <p>NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter.</p> <p>Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter.</p> <p>GSA: Sales on this national/world-wide cooperative, of on average, approximately six-million dollars per year.</p>	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (GSA Contract 47QSWA18D009Y). Sales have averaged in excess of six-million dollars, per year.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
The City of Los Angeles, CA City of Los Angeles Fire Department	Captain Joe Hill	213-485-6121	*
The County of Los Angeles, CA Los Angeles County Fire Department	Captain Tim Vanderlip	818-880-4411	*
Salt Lake City Fire Department	Deputy Chief Chris Milne	801-319-7910	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Provide a wide array of firefighting equipment, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a world-wide DoD customer base	Range from a few hundred-dollars to a millions-of-dollars	Averaging approximately twenty-million dollars per years, 2017-2019	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars	Averaging approximately six-million dollars per year	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE.	averages around \$50,000	average yearly sales volume totals approximately \$2M	*
The City of Los Angeles Fire Department	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow equipment	averages around \$50,000	average yearly sales volume totals approximately \$2.3M	*
Salt Lake City Fire Department	Government	Utah - UT	Provide PPE and sizing services	A few hundred to a few thousand dollars	Sales grew from \$53.8K in 2018 to \$201.5K in 2019	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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25	Sales force.	<p>The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire & Emergency Services Operation Centers are located in the following locations:</p> <p>Curtis Walnut Creek Operations Center Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598 800.443.3556 Tel 510.839.5325 Fax</p> <p>Curtis Salt Lake City Operations Center 1635 Gramercy Road Salt Lake City, Utah 84101 800.426.0509 Tel 801.487.1278 Fax</p> <p>Curtis Seattle Operations Center 6507 S. 208th Street Kent, Washington 98032 800.426.6633 Tel 206.622.2723 Fax</p> <p>Curtis Los Angeles Operations Center 16821 Knott Avenue La Mirada, CA 90638866.557.0254 Tel 323.780.1484 Fax</p> <p>Curtis Phoenix Operations Center 4647 South 33rd Street Phoenix, AZ 85040 877.453.3911 Tel 602.453.3910 Fax</p> <p>Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction.</p> <p>Refer to attachment, "Item 25 – Curtis Municipal Area Sales Managers"</p>	*
26	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.	*
27	Service force.	<p>In addition to providing significant pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community:</p> <ul style="list-style-type: none"> Warehousing & Inventory—logistics management and inventory control specialists who ensure the right parts go to the right customer Marketing Specialists—provides educational information and training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and product families and industry-specific standards, specifications and requirements. Areas of expertise include F&ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance Personal Protective Equipment and Ensemble Care & Maintenance—Curtis' wholly-owned subsidiary, ECMS, Inc. a five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards Manufacturer Field and Product Technician Teams-Curtis has access to supplier specialists and technical teams for customer support and education CurtisCARE—Curtis provides our customers with training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools, SCBA, Compressors, Small Engine Repair, and other related products. 	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Although customer and technical support is available between the hours of 7:00am and 5:00pm, local time, Monday through Friday at each of our Customer Service Operation Centers, Curtis understands that "normal office hours" has lost all real meaning in the global marketplace.</p> <p>Serving a world-wide customer community spanning all time zones, Curtis' customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship.</p> <p>Curtis' customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section.</p> <p>It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company's customers. This enables Curtis' customers to contact the company's sales force directly for sales and service requests 24/7/365.</p> <p>Additionally, using toll-free numbers during "outside-of-normal" business hours or on national holidays, CURTIS representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. CURTIS' representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>As previously discussed in #29, all products included in Curtis' proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>Curtis price quotes for Hawaiian and Alaskan inquiries will be FOB: Destination that will be calculated using the following formula:</p> <p>List Price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers.</p> <p>Curtis will provide a quote to all other states in the contiguous 48 plus Alaska requesting to "piggy-back" on any resulting contract between Curtis and the member. Curtis quoted prices for shipments to the continental USA will be FOB: Origin, freight added and will be calculated using the following formula:</p> <p>List price less the brand discount plus an estimated freight charge.</p> <p>The customer invoice will include actual freight charges as a separate line item.</p> <p>Note: For those customers requiring a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine freight costs.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Curtis' sales teams will target the areas with greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified.</p> <p>Specifically, immediately after contract award, our marketing department will announce the award on our web-site and other on-line public forums in which we participate with our customers.</p> <p>Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near-term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, man-power, and money.</p> <p>We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract.</p> <p>Please refer to attached example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan."</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis sales initiatives, brand awareness, and product promotion.</p> <p>Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals.</p> <p>A showcase of Curtis abilities is a cross-digital program in-place to support the Curtis sales initiative of promoting the MSA G1 SCBA which includes:</p> <ul style="list-style-type: none"> • LNCurtis.com Homepage – Main Product Merchandising Space • LNCurtis.com Homepage – Call to Action Banner for Lead Generation • LNCurtis.com – Call to Action Pop-up Modal for Lead Generation • MSA G1 SCBA Landing Page (https://www.lncurtis.com/msa-g1-scba) • MSA G1 SCBA Product Detail Page (https://www.lncurtis.com/MSA-G1-SCBA-4500-psig-Operating-System_2) • Social Media Posts and Ads • Email Marketing • Industry Website Ads • Search Engine Ads • Search Engine Optimization includes, among other parameters <ul style="list-style-type: none"> o Keyword Campaigns o Metadata o Rich Content o Backlinking <p>A recent success story is the increase in leads for the Curtis Technical Services team for SCBA cylinder hydro testing.</p> <p>Creating a search engine keyword ad campaign with metadata focus has driven a substantial increase in visits to the Curtis hydro-test landing page: https://www.lncurtis.com/hydro-testing.</p> <p>Curtis practices continual improvement and as this hydro test digital program has evolved, we've made adjustments to the ad campaign and identified landing page improvements—some updates already completed and some in-process.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures.</p> <p>Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis personnel and to make sure all necessary information is exchanged.</p> <p>Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions); procedures for quotes, order entry and post-sales support; and, any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract.</p> <p>In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expect to "hit the ground" prepared, running, and successful.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Curtis' eCommerce Storefront and eCommerce Catalog allows customers to connect to Curtis' system in real time using the Internet to search Curtis' product catalog, place orders, check the status of orders, check product pricing and availability, and review account information.</p> <p>Curtis' electronic order entry system provides customers with 24-hour service, support, and sales. The company's eCommerce storefront is a fully integrated, multi-channel sales and customer self-service portal solution that offers Curtis' trading partners and customers the ability to place orders. Some of the features of Curtis' eCommerce Storefront include:</p> <ul style="list-style-type: none"> • Quick and secure customer access • Real-time order entry system • Email order confirmation <p>A portion of Curtis' commercial catalog is included in our eCommerce Storefront, in a searchable online format with links to images, documents, and products. Curtis' eCommerce Catalog provides customers with the latest product information, pricing, and availability on a World Wide Web storefront.</p> <p>Additional features of Curtis' eCommerce Catalog include:</p> <ul style="list-style-type: none"> • An attribute-based system, used to search for products • Additional fields of information for searching • Unlimited links from the catalog records to images, specification documents, and page references <p>As the state of the art of the ITS for this contract evolves, Curtis stands ready to adapt to any IT-related updates as may be required to accommodate the needs of the Sourcewell membership.</p> <p>Curtis has on-line ordering systems (OLOS) that have been customized (product catalogs and pricing) to address as-contracted requirements from several public agencies. These secure on-line ordering systems enable authorized users to log-in and purchase as-contracted products, at as-contracted prices. These OLOS are available 24/7/365 to authorized end users.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>It's not JUST about products!</p> <p>Curtis' CurtisCARE Program offers members with significant opportunities to receive pre-sales and post-delivery training and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer training in equipment use; inspection, repair, maintenance; and, safety during deployment at no cost to the member. A sampling of available value-added training, available through our CurtisCARE program, includes:</p> <ul style="list-style-type: none"> • Complete Personal Protective Equipment (PPE) product education and training, maintenance, repair and cleaning services • Complete Self-Contained Breathing Apparatus (SCBA) product education, training, fit-testing, and maintenance services. • Complete gas detection product education, training, and maintenance services • Complete rescue tool product education, training, and maintenance services • Complete breathing air compressor product education, training and maintenance services • Complete Firefighting training towers and buildings, and Firefighting training prop product education, training, and maintenance service <p>CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education and training specialists, rescue tool education and training specialists, and several product demonstration vehicles that routinely visit customer sites.</p> <p>An integral part of Curtis' product education and training involves our outside sales representatives. These professionals provide product education, training seminars, and hands-on demonstration. Additionally, Curtis' suppliers are a valuable and valued asset for product and service training programs.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Curtis provides local sales and service representatives, and product specialists for PPE, Rescue, and Breathing Air Systems. Additionally, manufacturers' representatives and technicians are available to support Curtis' product support and customer service activities.</p> <p>All products are state-of-the-art, using the latest technology available for the market.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	None	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses.</p> <p>Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners.</p> <p>Curtis views the programs such as the up-coming Sourcewell Firefighting PPE Program as a platform with which to provide new opportunities to underutilized businesses.</p> <p>However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type.</p>	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog.</p> <p>Curtis' Customer Service Operations are located in Seattle, WA, Salt Lake City, UT, Walnut Creek, CA, La Mirada (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT.</p> <p>Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings.</p> <p>Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog.</p> <p>Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide.</p> <p>A great source of corporate pride and import, Curtis held achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced significant increase in customer acceptance of this "piggy-back" contract mechanism and a related year-to-year growth in sales.</p> <p>Curtis' Corporate Mission (why we do what we do): "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home."</p> <p>Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of excellent manufacturers to form a robust compilation of products are required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service.</p> <p>Curtis' offer includes one or more brands for each of the following product categories:</p> <ul style="list-style-type: none"> • 1.a.i. Firefighter Protective Clothing (30 brands) • 1.a.ii. Station-Wear (7 brands) • 1.a.iii. Helmets (2 brands) • 1.a.iv. SCBA (2 brands) • 1.a.v. Related Equipment (7 brands) • 1.b. Breathing Air Compressor Systems (1 brand) • 1.d. PPE-related Services (7 services) 	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Curtis will not be providing products or services to membership located in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	<p>Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs.</p> <p>The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice).</p> <p>Please refer to attachment, "Item 43 - Curtis Terms & Conditions of Sales"</p>	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*

45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, where stated as part of the Manufacturer's standard warranty.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations. When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal.	*
48	What are your proposed exchange and return programs and policies?	Curtis strives to maintain the highest level of customer service. In accordance Curtis will re-fund or exchange your purchase within the following guidelines: Product must be returned in new, unused condition within 30 days of receipt. Any product you desire to return after that date is subject to review by Curtis, and may be non-returnable. Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded. Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return. Clearance or Used product is also non-returnable. Custom, special order product and/or non-stock product may be returned only if acceptable to our vendor. A re-stocking and handling fee, as determined by our vendor and transportation costs to return to our vendor will be charged. Return your product(s) by following these steps: 1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to re-request a return or exchange. 2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product. 3. Return your product by bringing it into or shipping to the Curtis location specified on the RA. 4. When shipping to a Curtis location, carefully pack the product in order to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you. 5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for product that arrives at our facility in undamaged new and unused condition. Curtis reserves the right to reject any and all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in condition other than originally shipped may be rejected and shipped back to you. You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.	*
49	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Curtis offers customized leasing plans both through third-parties and internally.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Curtis may offer trade-in programs for various equipment. The offer is custom designed for each customer determined on a case-by-case basis.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Curtis Procedures for Processing Orders</p> <p>Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status.</p> <p>ORDERS</p> <p>Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line.</p> <p>ORDER PROCESSING</p> <p>After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]).</p> <p>ORDER SCHEDULING & DELIVERY</p> <p>Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or, the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders.</p> <p>ORDER CONFIRMATION</p> <p>Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite).</p> <p>NOT-IN-STOCK CONDITIONS</p> <p>Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration.</p> <p>PARTIAL DELIVERY / BACK ORDER PROCEDURES</p> <p>Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses in order to provide the level of service our customer requests.</p> <p>Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete.</p> <p>Partial deliveries and back orders status are provided to the</p>	*

		customer on a regular basis until the order is filled.	
		ORDER BILLING	
		Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order.	
		PAYMENT FOR GOODS RECEIVED	
		Curtis extends payment terms of net thirty (30) days from date of invoice.	
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Curtis accepts credit cards purchases while adding no processing fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering." Curtis' proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand's entire published catalog, as identified in item 63, Table 12.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curtis' proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers' Suggested (List) Price. The list prices are defined within the current Price List/Product Catalog of each of the Company's Manufacturer (Brand)-Partners (refer to item 63, Table 12).	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following: On-Contract Products & Services: Price will be the list price less as-contracted discount for the brand/model, plus freight. Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*

60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Shipments to customers located in the continental 48 states: FOB: Origin, freight added, or as otherwise required by the customer</p> <p>Shipments to customers located in Alaska and Hawaii: FOB: Destination</p> <p>Curtis price quotes for Hawaiian and Alaskan inquiries will include a shipping estimate that will be calculated using the following formula: List Price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers.</p> <p>The customer invoice will include actual freight charges as a separate line item. Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs.</p>	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>As discussed in #60, Curtis price quotes for Hawaiian and Alaskan inquiries will be FOB: Destination, with estimated shipping charges calculated using the following formula: List price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies.</p> <p>Curtis will always seek best value for our customers.</p> <p>The customer invoice will include actual freight charges as a separate line item.</p>	*

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to:</p> <ul style="list-style-type: none"> • Acquire support items and spare parts • Catalog the items • Receive the items • Store and warehouse the items • Transfer the items to where they are needed • Issue the items • Dispose of secondary items • Provide for initial support of the system • Acquire, distribute, and replenish inventory • And, provide value-added resources by combining <p>Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support</p> <p>Logistics Solutions</p> <p>CURTIS offers complete transportation and logistics management services. By contracting and managing a network of national, regional and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we are able to provide include:</p> <ul style="list-style-type: none"> • Expedited • Port and Rail Drayage • Intermodal • International (Ocean Freight/Air Freight) • Less-than-truckload • Specialized Equipment – temperature controlled, HAZMAT, etc. • Freight Forwarding <p>Kitting Solutions</p> <p>When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling.</p> <p>Our product kitting and assembly services allow customers to:</p> <ul style="list-style-type: none"> • Reduce inventory • Respond quickly and economically to changing demand for custom packs • Fulfill individual custom orders • Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs. • Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits. • Our labor solutions help you economically manage activity spikes and meet last-minute requests.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Curtis' proposed program includes prices to be considered ceiling prices. To be clear, ceiling prices are the highest prices that will be offered. Curtis anticipates that the membership will be offered products contained in this offer at prices reflecting deeper discounts (lower prices) than those proposed within the pricing schedule.</p> <p>It is anticipated that market forces such as competition and the nature of specific sales actions (e.g., volume purchases, repeat customers) will lead to additional discounts being offered by Curtis to the membership.</p> <p>The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering."</p> <p>Curtis anticipates that future requests will be submitted to the Sourcewell to add products reflecting future product enhancements made by industry or requests for products made by members.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Curtis will employ the same control processes that have been successfully employed by Curtis for over twenty-years to monitor and control every sale made on our GSA contract. Additionally, tracking and reporting requirements are included in Curtis' Prime Contracts on the Defense Logistics Agency's Fire & Emergency Tailored Logistics Support Program and the United States Air Force's PPE Program).</p> <p>After multiple audits on these major programs, Curtis maintains exception operational and reporting performance scores, with no deficiencies noted.</p>
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay Sourcewell a 1% administrative fee of total net revenues (gross sales, less product returns), on a quarterly basis.

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan.</p> <p>KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management.</p> <p>Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders).</p> <p>Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.</p>	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	<p>As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service.</p> <p>In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services product specialists who are trained and certified by manufacturers to provide deployment support and, product training in use, care, maintenance and repair, and safety.</p>	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	<p>Typically, PPE are highly customized products, based on the requirements of each department, and sometimes, each firefighter.</p> <p>Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the best materials and optimal design requirements required to meet each department's unique Risk Assessment.</p>	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	<p>Curtis' Sales and Product Support Teams provide on-site sizing, when required, for PPE orders at no additional charge. Sizing is accomplished using actual sizing sets. Each firefighter dons sizing samples until a proper fit is identified.</p> <p>Additionally, ECMS (a Curtis wholly-owned subsidiary) provides NFPA 1851-compliant PPE inspection, repair and cleaning services. ECMS is included in this Curtis proposal.</p>	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	All on-site services are coordinated and mutually agreed upon with appropriate agency personnel prior any work performed.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Item 10 - Curtis Financials.pdf - Tuesday March 24, 2020 23:17:46
 - [Marketing Plan/Samples](#) - Item 32 - Curtis Rescue Tools Marketing Plan.doc - Tuesday March 24, 2020 23:54:21
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Item 43 - Curtis Terms & Conditions of Sales.pdf - Wednesday March 25, 2020 00:16:43
 - [Pricing](#) - SourceWell RFP 032620 Firefighting PPE Product Catalog - Curtis.xlsx - Wednesday March 25, 2020 14:09:13
 - [Additional Document](#) - Item 25 - Curtis Municipal Area Sales Managers.pdf - Wednesday March 25, 2020 15:33:51

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nick Lawrence, Director, Special Programs, L.N. Curtis & sons

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	<input checked="" type="checkbox"/>	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	<input checked="" type="checkbox"/>	--



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 2, 2023

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF JOB DESCRIPTIONS FOR CODE ENFORCEMENT DIRECTOR
AND CODE ENFORCEMENT MANAGER**

RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2023-26 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE CODE ENFORCEMENT MANAGER CLASSIFICATION SPECIFICATIONS AND APPROVING THE CODE ENFORCEMENT DIRECTOR CLASSIFICATION SPECIFICATIONS

BACKGROUND:

As part of the City's ongoing process of maintaining its position classification plan, the Human Resources Department, as needed, reviews class specifications to ensure that our position specifications reflect the City's current structure and are in alignment with current standards, requirements, and qualifications. This review further ensures that required skills, knowledge and abilities, and essential functions of each classification are in alignment with current demands and comparable with similar classifications within the public sector labor market.

DISCUSSION:

Staff has prepared an updated job description for the Code Enforcement Manager (Exhibit A to Attachment No. 2) and a new job description for Code Enforcement Director (Exhibit B to Attachment No. 2). The new descriptions meet the current industry standards regarding minimum qualifications, duties, responsibilities, and expectations.

This updated job description for the Code Enforcement Manager was provided to the Mid-Management Employees' Association unit representatives. The Human Resources Commission reviewed and approved the job descriptions at its regular meeting on April 12, 2023.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

Prepared by: Lisa Handy, Interim Director of Human Resources/Risk Management

Fiscal Impact

FISCAL IMPACT:

There are no proposed changes to the salary ranges, therefore there is no fiscal impact.

Attachments

Attachment No. 1 - Current Code Enforcement Manager Specifications

Attachment No. 2 - Resolution No. 2023-26

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Enhance City Image and Effectiveness

**CURRENT
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION**

Class Title: CODE ENFORCEMENT MANAGER
Bargaining Unit: MID-MANAGEMENT
Class Code: CODE ENF. MGR.
Salary Grade: MM 308
Salary: \$ 93,252.00 - \$126,312.00
FLSA:
Date Updated: September 3, 2019

JOB SUMMARY

Under director's directives, directs, supervises, and manages code enforcement for the city. This includes zoning, health, building, fire, safety, and other forms of municipality codes. Incumbents provides leadership, represent the unit during various meetings, responds to request for information, presents in public and private meetings, and answers inquiries from elected and appointed officials.

ESSENTIAL FUNCTIONS

1. Assumes management responsibility for assigned services and activities of the Code Enforcement Division including enforcement of certain building, Health and Safety, Business and Professions, vehicle, and City municipal and zoning codes that protect health, safety, and general welfare of residents and visitors.
2. Develops, implements and supervises a code enforcement program involved in the efficient and effective enforcement of codes related to housing, dangerous buildings, abandoned/inoperative vehicles, trash, weeds, business operating without proper business license, and other health and safety violations.
3. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs.
4. Recommends and administers policies and procedures.
5. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
6. Recommends, within departmental policy, appropriate service and staffing levels.
7. Plans, directs, coordinates, and reviews the work plan for assigned staff involved in investigating code violations and initiating procedures to abate violations.
8. Assigns work activities, projects, and programs to implement Council's plans.
9. Reviews and evaluates work products, methods, and procedures.
10. Meets with staff to identify and resolve problems.
11. Participates in field activities and investigations.
12. Reviews reports prepared by Code Enforcement Officers.
13. May issue citations and prepare requests for criminal complaints as appropriate.
14. Prepares cases for prosecution, and materials for city council's and committees' hearings.
15. May testify in court regarding compliance action.
16. Reviews and analyzes statistical information from reports.
17. Track case information and review data entry for consistency.
18. Selects, trains, motivates, and evaluates assigned personnel.

19. Provides or coordinates staff training.
20. Works with employees to correct deficiencies.
21. Implements discipline and termination procedures.
22. Oversees and participates in the development and administration of the Code Enforcement Division's annual budget.
23. Participates in the forecast of funds needed for staffing, equipment, materials, and supplies, monitors and approves expenditures, and implements adjustments.
24. Provides responsible staff assistance to the Director of Community Development; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Code Enforcement programs, policies, and procedures as appropriate.
25. Serves as the liaison for the Code Enforcement Division to other divisions, departments, and outside agencies.
26. Attends various meetings to work with and educate citizens.
27. Responds to and resolves difficult and sensitive inquiries and complaints.
28. Negotiates and resolves sensitive and controversial issues.
29. Serves as staff on a variety of boards, commissions, and committees.
30. Prepares and presents staff reports and other necessary correspondence.
31. Attends seminars, classes, professional group meetings, and reviews professional literature.
32. Stays abreast of current developments, new trends, and innovations in the field of code enforcement.
33. Performs related duties as required.

TYPICAL QUALIFICATIONS

Knowledge, Skills, and Abilities:

Knowledge of:

- Operational characteristics, services, and activities of a comprehensive municipal code enforcement program.
- Principles and practices of program development and administration. Principles and practices of municipal budget preparation and administration. Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including current land use, zoning, municipal, and applicable building codes as they apply to code enforcement, mobile-home enforcement, and business licensing.
- Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations.
- Legal procedures involved in the enforcement of land use and environmental regulations.
- Court documents and procedures including procedures for citation issuance and obtaining various types of inspection warrants.
- City services and organizational structure as they relate to code enforcement. Effective customer service and public relations practices.
- Principles and procedures of record keeping.
- Methods and techniques of business correspondence and technical report preparation. Modern office procedures, methods, and equipment including

computers and supporting word processing and spreadsheet applications.

Ability to:

- Oversee and participate in the management of a comprehensive code enforcement program.
- Oversee, direct, and coordinate the work of lower level staff. Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Research, analyze, and evaluate new service delivery methods and techniques. Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations. Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Prepare and conduct presentations to groups of varying sizes.
- Represent the City in a professional manner in dealing with staff, citizens, news media, and other agencies and groups.
- Demonstrate an awareness and appreciation of the cultural diversity of the community. Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines:

Education:

A Bachelor's degree from an accredited college or university with major course work in planning, public administration, business administration, law enforcement or a related field.

Experience:

Seven years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including two years (full-time equivalent) of administrative and supervisory responsibility.

Physical Requirements:

- Public contact
- Communication with diverse community
- Ability to handle pressure and fluctuating workload
- Use of dexterity to type, write and perform related duties Handle light weights, and move around as needed Stand, sit and walk for extended periods of time
- Read, interpret and apply rules, regulations, policies and procedures

Other / Special Requirements

Licenses/Certificates:

- A valid CA Driver License.
- Possession of PC 832, or ability to obtain PC 832 within six months from employment.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

RESOLUTION NO. 2023-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE CODE ENFORCEMENT MANAGER CLASSIFICATION SPECIFICATIONS AND APPROVING THE CODE ENFORCEMENT DIRECTOR CLASSIFICATION SPECIFICATIONS

THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, the Human Resources Department, as needed, reviews class specifications and/or pay grades to ensure position specifications and compensation are in alignment with current demands and comparable with similar classifications within the public sector labor market; and

WHEREAS, the Human Resources Department reviewed the specifications for the Code Enforcement Manager classification and determined updates to such specifications are needed; and

WHEREAS, on December 6, 2022, the City Council added the Code Enforcement Director classification through the adoption of Resolution No. 2022-124; and

WHEREAS, the Human Resources Department has prepared specifications for the Code Enforcement Director classification; and

WHEREAS, on April 12, 2023, the Human Resources Commission reviewed and approved the proposed specifications for the Code Enforcement Director classification, attached hereto as Exhibit A, and the Code Enforcement Manager classification, attached hereto as Exhibit B, both incorporated herein; and

WHEREAS, the City Council desires to approve the repeal and replacement of the Code Enforcement Manager class specifications and approve the Code Enforcement Director class specifications.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the repeal of the existing class specifications for the Code Enforcement Manager classification.

SECTION 2. The City Council hereby approves replacing the repealed specifications with the specifications attached hereto as Exhibit A.

SECTION 3. The City Council hereby approves the class specifications for the Code Enforcement Director classification attached hereto as Exhibit B.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 2nd day of May, 2023.

Rosario Diaz
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-26 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of May, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

PROPOSED CLASS SPECIFICATIONS – CODE ENFORCEMENT MANAGER

PROPOSED
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: CODE ENFORCEMENT MANAGER
Bargaining Unit: MID-MANAGEMENT
Class Code: CODE ENF. MGR.
Salary Grade: MM308
Salary: \$ 93,252.00 - \$126,312.00
FLSA:
Date Updated:

JOB SUMMARY

Under the Code Enforcement Director's directives, directs, supervises and manages code enforcement for the city. This includes zoning, health, building, fire, safety and other forms of municipality codes. Incumbents provides leadership, represent the unit during various meetings, responds to request for information, presents in public and private meetings, and answers inquiries from elected and appointed officials.

ESSENTIAL FUNCTIONS

1. Assumes management responsibility for assigned services and activities of the Code Enforcement Division including enforcement of certain building, Health and Safety, Business and Professions, vehicle, and City municipal and zoning codes that protect health, safety, and general welfare of residents and visitors.
2. Develops, implements and supervises a code enforcement program involved in the efficient and effective enforcement of codes related to housing, dangerous buildings, abandoned/inoperative vehicles, trash, weeds, business operating without proper business license, and other health and safety violations.
3. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs.
4. Recommends and administers policies and procedures.
5. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
6. Recommends, within departmental policy, appropriate service and staffing levels.
7. Plans, directs, coordinates, and reviews the work plan for assigned staff involved in investigating code violations and initiating procedures to abate violations.
8. Assigns work activities, projects, and programs to implement Council's plans.
9. Reviews and evaluates work products, methods, and procedures.
10. Meets with staff to identify and resolve problems.
11. Participates in field activities and investigations.
12. Reviews reports prepared by Code Enforcement Officers.
13. May issue citations and prepare requests for criminal complaints as appropriate.
14. Prepares cases for prosecution, and materials for city council's and committees' hearings.
15. May testify in court regarding compliance action.
16. Reviews and analyzes statistical information from reports.
17. Track case information and review data entry for consistency.
18. Selects, trains, motivates, and evaluates assigned personnel.

19. Provides or coordinates staff training.
20. Works with employees to correct deficiencies.
21. Implements discipline and termination procedures.
- ~~22. Oversees and participates in the development and administration of the Code Enforcement Division's annual budget.~~
- ~~23. Participates in the forecast of funds needed for staffing, equipment, materials, and supplies, monitors and approves expenditures, and implements adjustments.~~
24. Provides responsible staff assistance to the Director of **Code of Enforcement Community Development**; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Code Enforcement programs, policies, and procedures as appropriate.
25. Serves as **a** ~~the~~ liaison for the Code Enforcement Division to other divisions, departments, and outside agencies.
26. Attends various meetings to work with and educate citizens.
27. Responds to and resolves difficult and sensitive inquiries and complaints.
28. Negotiates and resolves sensitive and controversial issues.
- ~~29. Serves as staff on a variety of boards, commissions, and committees.~~
30. Prepares and presents staff reports and other necessary correspondence.
31. Attends seminars, classes, professional group meetings, and reviews professional literature.
32. Stays abreast of current developments, new trends, and innovations in the field of code enforcement.
33. Performs related duties as required.

TYPICAL QUALIFICATIONS

Knowledge, Skills, and Abilities:

Knowledge of:

- Operational characteristics, services, and activities of a comprehensive municipal code enforcement program.
- Principles and practices of program development and administration. Principles and practices of municipal budget preparation and administration. Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including current land use, zoning, municipal, and applicable building codes as they apply to code enforcement, mobile-home enforcement, and business licensing.
- Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations.
- Legal procedures involved in the enforcement of land use and environmental regulations.
- Court documents and procedures including procedures for citation issuance and obtaining various types of inspection warrants.
- City services and organizational structure as they relate to code enforcement. Effective customer service and public relations practices.
- Principles and procedures of record keeping.
- Methods and techniques of business correspondence and technical report preparation. Modern office procedures, methods, and equipment including

computers and supporting word processing and spreadsheet applications.

Ability to:

- Oversee and participate in the management of a comprehensive code enforcement program.
- Oversee, direct, and coordinate the work of lower level staff. Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Research, analyze, and evaluate new service delivery methods and techniques.
- ~~• Prepare and administer large program budgets.~~
- ~~• Prepare clear and concise administrative and financial reports.~~
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations. Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Prepare and conduct presentations to groups of varying sizes.
- Represent the City in a professional manner in dealing with staff, citizens, news media, and other agencies and groups.
- Demonstrate an awareness and appreciation of the cultural diversity of the community. Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines:

Education:

A Bachelor's degree from an accredited college or university with major course work in planning, public administration, business administration, law enforcement or a related field **is desirable**.

Experience:

Five ~~Seven~~ years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including **one** ~~two~~ years (full-time equivalent) of administrative and supervisory responsibility.

Physical Requirements:

- Public contact
- Communication with diverse community
- Ability to handle pressure and fluctuating workload
- Use of dexterity to type, write and perform related duties Handle light weights, and move around as needed Stand, sit and walk for extended periods of time
- Read, interpret and apply rules, regulations, policies and procedures

Other / Special Requirements**Licenses/Certificates:**

- A valid CA Driver License.
- Possession of PC 832, or ability to obtain PC 832 within six months from employment.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

EXHIBIT B

PROPOSED CLASS SPECIFICATIONS – CODE ENFORCEMENT DIRECTOR

PROPOSED
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: CODE ENFORCEMENT DIRECTOR
Bargaining Unit: DEPARTMENT HEAD / EXECUTIVE MANAGEMENT
Class Code: CODE ENF. DIR.
Salary Grade: DHXXX
Salary:
FLSA:
Date Updated:

JOB SUMMARY

Under the direction of the Assistant City Manager/Community Development Director, the Code Enforcement Director is responsible for the development and administration of the city code enforcement programs designed to address quality of life issues throughout the city. This includes zoning, health, building, fire, safety, and other forms of municipality codes. The Director oversees and manages the code enforcement and parking enforcement for the city. The Director, directs, supervises incumbents provides leadership, represent the unit during various meetings, responds to request for information, presents in public and private meetings, and answers inquiries from elected and appointed officials. The Director coordinates the development of enforcement and compliance programs and serves as a key member of the City's management team. The Director will also function as the liaison with the City Manager's office concerning enforcement issues. This position coordinates with other City departments, has significant contact with local and regional law enforcement agencies and monitors updates to State and Federal Law. The Director shall also serve as a liaison and lead contact for the City's Emergency Operation Plan.

ESSENTIAL FUNCTIONS

1. Assumes management responsibility for assigned services and activities of the Code Enforcement Division including enforcement of certain building, Health and Safety, Business and Professions, vehicle, and City municipal and zoning codes that protect health, safety, and general welfare of residents and visitors.
2. Develops, implements and supervises a code enforcement program involved in the efficient and effective enforcement of codes related to housing, dangerous buildings, abandoned/inoperative vehicles, trash, weeds, business operating without proper business license, and other health and safety violations.
3. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs.
4. Recommends and administers policies and procedures.
5. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
6. Recommends, within departmental policy, appropriate service and staffing levels.
7. Plans, directs, coordinates, and reviews the work plan for assigned staff involved in investigating code violations and initiating procedures to abate violations.

8. Assigns work activities, projects, and programs to implement Council's plans.
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15. May testify in court regarding compliance action.
16. Reviews and analyzes statistical information from reports.
17. Track case information and review data entry for consistency.
18. Selects, trains, motivates, and evaluates assigned personnel.
19. Provides or coordinates staff training.
20. Works with employees to correct deficiencies.
21. Implements discipline and termination procedures.
22. Oversees and participates in the development and administration of the Code Enforcement Division's annual budget.
23. Participates in the forecast of funds needed for staffing, equipment, materials, and supplies, monitors and approves expenditures, and implements adjustments.
24. Provides responsible staff assistance to the City Manager; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Code Enforcement programs, policies, and procedures as appropriate.
25. Serves as the liaison for the Code Enforcement Division to other divisions, departments, and outside agencies.
26. Attends various meetings to work with and educate citizens.
27. Responds to and resolves difficult and sensitive inquiries and complaints.
28. Negotiates and resolves sensitive and controversial issues.
29. Serves as staff on a variety of boards, commissions, and committees.
30. Prepares and presents staff reports and other necessary correspondence.
31. Attends seminars, classes, professional group meetings, and reviews professional literature.
32. Stays abreast of current developments, new trends, and innovations in the field of code enforcement.
33. Performs related duties as required.

TYPICAL QUALIFICATIONS

Knowledge, Skills, and Abilities:

Knowledge of:

- Operational characteristics, services, and activities of a comprehensive municipal code enforcement program.
- Principles and practices of program development and administration. Principles and practices of municipal budget preparation and administration. Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including current

land use, zoning, municipal, and applicable building codes as they apply to code enforcement, mobile-home enforcement, and business licensing.

- Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations.
- Legal procedures involved in the enforcement of land use and environmental regulations.
- Court documents and procedures including procedures for citation issuance and obtaining various types of inspection warrants.
- City services and organizational structure as they relate to code enforcement. Effective customer service and public relations practices.
- Principles and procedures of record keeping.
- Methods and techniques of business correspondence and technical report preparation.
- Modern office procedures, methods, and equipment including computers and supporting word processing and spreadsheet applications

Ability to:

Oversee and participate in the management of a comprehensive code enforcement program.

- Oversee, direct, and coordinate the work of lower level staff. Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Research, analyze, and evaluate new service delivery methods and techniques. Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations. Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Prepare and conduct presentations to groups of varying sizes.
- Represent the City in a professional manner in dealing with staff, citizens, news media, and other agencies and groups.
- Demonstrate an awareness and appreciation of the cultural diversity of the community. Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines:**Education:**

A Bachelor's degree from an accredited college or university with major course work in planning, public administration, business administration, law enforcement or a related field in desirable.

Experience:

Fifteen years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including ten years (full-time equivalent) of administrative and

supervisory responsibility.

Physical Requirements:

- Public contact
- Communication with diverse community
- Ability to handle pressure and fluctuating workload
- Use of dexterity to type, write and perform related duties
 - Handle light weights, and move around as needed
 - Stand, sit and walk for extended periods of time
- Read, interpret and apply rules, regulations, policies and procedures

Other / Special Requirements

Licenses/Certificates:

- A valid CA Driver License.
- Possession of PC 832, or ability to obtain PC 832 within six months from employment.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 2, 2023

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF THE JOB DESCRIPTION FOR ECONOMIC DEVELOPMENT AND HOUSING MANAGER

RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2023-27 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE ECONOMIC DEVELOPMENT AND HOUSING MANAGER CLASSIFICATION SPECIFICATIONS

BACKGROUND:

As part of the City's ongoing process of maintaining its position classification plan, the Human Resources Department, as needed, reviews class specifications to ensure that our position specifications reflect the City's current structure and are in alignment with current standards, requirements, and qualifications. This review further ensures that required skills, knowledge and abilities, and essential functions of each classification are in alignment with current demands and comparable with similar classifications within the public sector labor market.

DISCUSSION:

Staff has prepared an updated job description for the Economic Development and Housing Manager (Exhibit A to Attachment No. 2). The updated job description meets the current industry standards regarding minimum qualifications, duties, responsibilities, and expectations.

This item was provided to the Mid-Management Employees' Association unit representatives. The Human Resources Commission reviewed and approved the updated job description at its regular meeting on April 12, 2023.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

Prepared by: Lisa Handy, Interim Director of Human Resources/Risk Management

Fiscal Impact

FISCAL IMPACT:

There re no proposed changes to the salary ranges, therefore there is no fiscal impact.

Attachments

Attachment No. 1 - Current Economic Development and Housing Manager Specifications

Attachment No. 2 - Resolution No. 2023-27

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

**CURRENT
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION**

Class Title: ECONOMIC DEVELOPMENT AND HOUSING MANAGER
Bargaining Unit: MID-MANAGEMENT
Class Code: ECON DEV HSG
Salary Grade: MM040
Salary: \$93,240.00 - \$125,892.00
FLSA: EXEMPT
Date Updated:

JOB SUMMARY

Under the general direction of the Redevelopment Director, the Economic Development/Housing Manager (ED/HM) will be a division head of the Economic Development/Housing Division. The ED/HM will assist with the planning, organizing, coordinating and managing of the City's Economic Development and Housing programs which include: marketing, business assistance, attraction, retention and expansion efforts, as well as the implementation of housing programs and other projects. This position will also supervise the day-to-day activities involved in the administration of the Economic Development and Housing programs; work with staff to coordinate related activities with other departments, outside agencies, and the business community to provide highly responsible and effective staff assistance; serve as the official business liaison representing the City's Community Development Commission at various marketing events; identify, apply, and oversee the application process for State and Federal grant opportunities; serve as a member of the Community Development Commission's management team, and perform related work as required.

ESSENTIAL FUNCTIONS

- Manages and participates in the development and implementation of the Agency's Economic Development and Housing programs. Develops goals, objectives, policies, and priorities for Housing and Economic Development programs.
- Implements, revises, and reviews the Economic Development program for the Community Development Commission.
- Identifies opportunities for improving business assistance service to streamline procedures.
- Coordinates the organization, staffing and operational activities for the Economic Development and Housing programs.
- Participates in the development and administration of the Economic Development/Housing Division budget.
- Prepares market surveys to identify trends and determine viable development and redevelopment opportunities and projects.
- Assists in the development and implementation of comprehensive Economic Development and Housing programs; identifies resource needs; recommends and implements policies and procedures.

- Plans, administers and directs City sponsored government housing assistance programs, Community Development Block Grant housing programs and other related government programs.
- Provides financial counseling and supervises the processing and funding of low interest rehabilitation loans, cash rebates, and deferred payment loans for property improvements and First Time Homebuyer programs.
- Coordinates with Federal, State and local agencies to keep current on the changes in legislation, regulations, as well as the requirements and availability of housing programs and funds.
- Markets programs to citizens, property owners, realtors, and other parties.
- Gathers, analyzes, and presents written and graphic presentations for boards, commissions, and public hearings.
- Represents assigned functions with City staff and other governmental agencies as delegated.
- Develops and maintains strong professional working relationships with existing state, county, and local agencies, and community organizations in support of the City's Economic Development and Housing programs; responds to and resolves complex or sensitive inquiries and complaints.
- Supervises, organizes and evaluates the work of assigned staff; assists the Redevelopment Director with staff training, motivation and development.

TYPICAL QUALIFICATIONS

Knowledge, Skills, and Abilities:

Knowledge of:

Theories, principles, practices, and laws related to housing, economic and business development including market analysis; current processes, practices, and services related to the administration of a housing development program and activities related to low to moderate income, first-time homebuyer and other related programs; principles of tax increment financing and Federal program funding; principles of public administration, budget preparation and control.

Skills:

Possess excellent oral and written communication skills and proficiency with standard office equipment and personal computer software/programs such as Microsoft Word and Excel as required.

Ability to:

Manage housing programs and a comprehensive Economic Development Plan by identifying, interpreting, and applying the appropriate policies, procedures, laws, codes, and regulations; recommend and implement goals, objectives and practices for providing effective and efficient economic development and housing services; analyze economic studies, financial statements, marketing studies and plans; negotiate and manage contracts with consultants; take initiative and work independently; analyze problems, identify alternative solutions, and implement recommendations; provide leadership and direction for

the Economic Development/Housing Division; plan, assign, and supervise the work of subordinate employees; establish and maintain cooperative working relationships with others; identify and respond to community and City Council issues, concerns and needs; effectively communicate with all levels of City staff, management, government agencies, officials and the public as well as outside community organizations and businesses.

Education and Experience Guidelines:

Qualifying for consideration in the selection process will be based on the description listed above under Knowledge, Skills, and Abilities, and any combination of education and experience as described below.

Education:

Completion of a Bachelor's Degree in Public or Business Administration, Urban Planning, Real Estate or a related field from an accredited college. A Master's Degree from an accredited college in a related field is desirable.

Experience:

Three (3) to five (5) years of responsible professional experience in housing, economic development, redevelopment and/or city planning with at least one (1) year experience in a supervisory or managerial position. A Master's Degree may qualify as one (1) year of experience.

Physical Requirements:

This position requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to see, read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Other / Special Requirements

Licenses/Certificates: Possession of a valid California Class C driver's license with a satisfactory driving record is required

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

RESOLUTION NO. 2023-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WEST COVINA, CALIFORNIA, APPROVING THE REPEAL
AND REPLACEMENT OF THE ECONOMIC
DEVELOPMENT AND HOUSING MANAGER
CLASSIFICATION SPECIFICATIONS**

**THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY FINDS,
DETERMINES, AND DECLARES AS FOLLOWS:**

WHEREAS, the Human Resources Department, as needed, reviews class specifications and/or pay grades to ensure position specifications and compensation are in alignment with current demands and comparable with similar classifications within the public sector labor market; and

WHEREAS, the Human Resources Department reviewed the specifications for the Economic Development and Housing Manager classification and determined updates to such specifications are needed; and

WHEREAS, on April 12, 2023, the Human Resources Commission reviewed and approved the proposed specifications for the Economic Development and Housing Manager classification, attached hereto as Exhibit A; and

WHEREAS, the City Council desires to approve the repeal and replacement of the Economic Development and Housing Manager class specifications.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA,
CALIFORNIA HEREBY RESOLVES AS FOLLOWS:**

SECTION 1. The City Council hereby approves the repeal of the existing class specifications for the Economic Development and Housing Manager classification.

SECTION 2. The City Council hereby approves replacing the repealed specifications with the specifications attached hereto as Exhibit A.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 2nd day of May, 2023.

Rosario Diaz
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-27 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of May, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

**PROPOSED CLASS SPECIFICATIONS – ECONOMIC DEVELOPMENT AND
HOUSING MANAGER**

PROPOSED
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: ECONOMIC DEVELOPMENT AND HOUSING MANAGER
Bargaining Unit: MID-MANAGEMENT
Class Code: ECON DEV HSG
Salary Grade: MM040
Salary: \$93,240.00 - \$125,892.00
FLSA: EXEMPT
Date Updated:

JOB SUMMARY

Under the general direction of the ~~Redevelopment~~ Assistant City Manager/Community Development Director, the Economic Development/Housing Manager (ED/HM) will be a division head of the ~~Economic Development/Housing~~ Community & Economic Development Division. The ED/HM will assist with the planning, organizing, coordinating and managing of the City's Economic Development and Housing programs which include: marketing, business assistance, attraction, retention and expansion efforts, as well as the implementation of housing programs and other projects. This position will also supervise the day-to-day activities involved in the administration of the Economic Development and Housing programs; work with staff to coordinate related activities with other departments, outside agencies, and the business community to provide highly responsible and effective staff assistance; serve as the official business liaison representing the City's Community Development ~~Commission~~ Department at various marketing events; identify, apply, and oversee the application process for State and Federal grant opportunities; serve as a member of the Community Development Commission's management team, and perform related work as required.

ESSENTIAL FUNCTIONS

- Manages and participates in the development and implementation of the Agency's Economic Development and Housing programs. Develops goals, objectives, policies, and priorities for Housing and Economic Development programs.
- Coordinates the organization, staffing and operational activities for the Economic Development and Housing programs.
- Participates in the development and administration of the Economic Development/Housing Division budget.
- Assists in the development and implementation of comprehensive Economic Development and Housing programs; identifies resource needs; recommends and implements policies and procedures.
- Plans, administers and directs City sponsored government housing assistance programs, Community Development Block Grant housing programs and other related government programs.
- Markets programs to citizens, property owners, realtors, and other parties.
- Gathers, analyzes, and presents written and graphic presentations for boards, commissions, and public hearings.
- Represents assigned functions with City staff and other governmental agencies as delegated.

- Acts as liaison to and builds strong relationships with regional and county officials and the economic development community, including government agencies, educational institutions, not-for-profit organizations and businesses;
- Develops and maintains strong professional working relationships with existing state, county, and local agencies, and community organizations in support of the City's Economic Development and Housing programs; responds to and resolves complex or sensitive inquiries and complaints.
- Performs general administrative activities including preparation and administration of the economic development section's budget, contracts, city resolutions, correspondence, and related materials as appropriate.
- Supervises, organizes and evaluates the work of assigned staff; assists the **Redevelopment Department** Director with staff training, motivation and development.
- **Economic Development Related**
 - Implements, revises, and reviews the Economic Development program for the Community Development ~~Commission~~ Department.
 - Identifies opportunities for improving business assistance service to streamline procedures.
 - Prepares market surveys to identify trends and determine viable development ~~and~~-redevelopment opportunities, and projects.
 - Advises the Department Head on economic development activities, including business assistance, business finance, employment generation and linkages, business retention, business development, and commercial project development
 - Assists new and expanding businesses in site selection, and shepherds through the City's planning and building processes
 - Advises the City Manager, Directors, and City Council on and coordinates appropriate strategies and processes to assist the business community; confers with government officials to effect changes in local policies regarding new development.
 - Markets the City and economic development programs to business, entrepreneurial and civic/community groups; prepares and presents findings and recommendations to boards, the business community and other groups; facilitates and represents the City at meetings with members of the business community and the general public
- **Housing Related**
 - Provides financial counseling and supervises the processing and funding of low interest rehabilitation loans, cash rebates, and deferred payment loans for property improvements and First Time Homebuyer programs.
 - Coordinates with Federal, State and local agencies to keep current on the changes in legislation, regulations, as well as the requirements and availability of housing programs and funds

TYPICAL QUALIFICATIONS

Knowledge, Skills, and Abilities:

Knowledge of:

Theories, principles, practices, and laws related to housing, economic and business development including market analysis; current processes, practices, and services related to the

administration of a housing development program and activities related to low to moderate income, first-time homebuyer and other related programs; principles of tax increment financing and Federal program funding; principles of public administration, budget preparation and control; [Advanced principles, practices and techniques used in the analysis, evaluation, design, planning and project management of large development projects](#); [Principles and practices of grant development, writing and administration](#); [Marketing, public information, and promotional techniques used in economic development functions](#).

Skills:

Possess excellent oral and written communication skills and proficiency with standard office equipment and personal computer software/programs such as Microsoft Word and Excel as required.

Ability to:

Manage housing programs and a comprehensive Economic Development Plan by identifying, interpreting, and applying the appropriate policies, procedures, laws, codes, and regulations; recommend and implement goals, objectives and practices for providing effective and efficient economic development and housing services; analyze economic studies, financial statements, marketing studies and plans; negotiate and manage contracts with consultants; take initiative and work independently; analyze problems, identify alternative solutions, and implement recommendations; provide leadership and direction for the Economic Development/Housing Division; plan, assign, and supervise the work of subordinate employees; establish and maintain cooperative working relationships with others; identify and respond to community and City Council issues, concerns and needs; effectively communicate with all levels of City staff, management, government agencies, officials and the public as well as outside community organizations and businesses.

Education and Experience Guidelines:

Qualifying for consideration in the selection process will be based on the description listed above under Knowledge, Skills, and Abilities, and any combination of education and experience as described below.

Education:

Completion of a Bachelor's Degree in Public or Business Administration, Urban Planning, Real Estate or a related field from an accredited college. A Master's Degree from an accredited college in a related field is desirable.

Experience:

Three (3) to five (5) years of responsible professional experience in housing, economic development, **redevelopment** and/or city planning with at least one (1) year experience in a supervisory or managerial position. A Master's Degree may qualify as one (1) year of experience.

Physical Requirements:

This position requires extensive and repetitive physical activity involving the arms, wrists, and

hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to see, read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Other / Special Requirements

Licenses/Certificates: Possession of a valid California Class C driver's license with a satisfactory driving record is required

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: May 2, 2023

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF AMENDMENT TO THE ATHENS SERVICES FRANCHISE
AGREEMENT TO REFLECT SB 1383 IMPLEMENTATION**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to negotiate and execute Amendment No. 12 to the agreement with Arakelian Enterprises, Inc. dba Athens Services (Athens), incorporating Athens' proposed Option 3 for SB 1383 implementation as detailed in this report, for the collection of solid waste, recyclables, yard waste and other compostable, and organics, in such final form as approved by the City Attorney.
2. Direct the City Manager to work with Athens to prepare an amended and restated agreement incorporating the terms of the existing agreement and all prior amendments to the agreement between the City and Athens, in such final form as approved by the City Attorney.

BACKGROUND:

Senate Bill (SB) 1383

California's Short-Lived Climate Pollutant Reduction law, often called SB 1383, establishes methane reduction targets for California. SB 1383 is an unfunded State mandate that sets goals to reduce disposal of organic waste in landfills, including edible food. The bill's purpose is to reduce greenhouse gas emissions, such as methane, and address food insecurity in California. Aspects of this law ensure that food scraps are composted and compost is purchased by cities. Composting, industrial uses, and animal feed are good environmental uses for inedible food or other organic material. Disposing of organic waste in landfills is considered a significant source of local air quality pollutants, which can cause respiratory issues and hospitalizations for community members.

To address the environmental and health concerns of surplus edible food, SB 1383 requires 20% of edible food that would otherwise be disposed of in the garbage or compost be recovered for human consumption by 2025. This means surplus edible food will help feed Californians in need instead of decomposing in a landfill while emitting harmful greenhouse gases. The EPA recognizes feeding hungry people as one of the most preferred avenues to prevent food waste and benefit the environment, society, and economy.

SB 1383 was signed into law in 2016 to gradually reduce organic waste disposal by 75% and increase edible food recovery by 20%, by the year 2025. Pursuant to SB 1383, residents living in a single-family

home or apartment/condo are required to separate food waste and food-soiled paper from the trash. These materials should no longer go into the trash container but instead go into the green organics (green) container, along with yard waste. To handle the processing of organics, rather than taking organic waste to a landfill, the standard service rates will increase.

Athens Agreement

Over the years, the City of West Covina approved multiple amendments to its agreement with Arakelian Enterprises, Inc. dba Athens Services ("Athens"), a waste collection company and valued community partner. Athens has developed programs that have kept West Covina on the cutting edge of environmental sustainability and in compliance with state laws relating to integrated waste management. The agreement between West Covina and Athens is a franchise agreement that establishes the waste collection company's exclusive right to engage in the business of collecting solid waste, recyclables, and other waste within the boundaries of the City. In exchange for this right, the waste collection company pays the City a franchise fee of 10 percent of its gross receipts resulting from the agreement. The agreement also specifies the rates that the waste collection company can charge to residents and businesses for its services and authorizes the company to request an annual rate increase in accordance with the Consumer Price Index (CPI). This type of arrangement is common among similar cities in Los Angeles County.

West Covina initially contracted with Athens in 1992. That agreement contained a clause that annually extended the agreement's duration by one year, thereby ensuring it maintained an ongoing service period of eight years (resulting in what is known as an evergreen period). In other words, in 1997 the expiration date for the agreement was 2005, while by 1999 the expiration had extended to 2007. In March 2001, the City Council adopted the first of 10 amendments to that agreement, which extended its evergreen period from eight to 12 years. In October 2012, the City Council approved Amendment No. 9 to the agreement, which extended the evergreen period to 25 years. In exchange for the extension of the evergreen period, Athens agreed to make a one-time payment of \$2 million to the City and annual recurring payments of \$100,000 in addition to the franchise fee. Over the years, the City Council approved other amendments to the franchise agreement that pertained to rate adjustments but did not modify the length of the agreement.

In November 2016, the City Council approved Amendment No. 10 to the franchise agreement for a series of rate increases to customers for waste collection services. That amendment also provided for a one-time payment of \$650,000 to the City and increased the annual recurring payments from Athens Services to \$300,000, but stipulated that the City's notification of contract termination would void that payment clause. Finally, the City approved Amendment No. 11 to the franchise agreement in October 2018, which included a clause preventing the City from exercising its annual option to terminate the agreement until October 2023. As a result of its amendments, the earliest the City could contract with another vendor would be October 2048.

Given the long term relationship between West Covina and Athens, the City asked Athens to enter into negotiations to implement changes to the existing agreement recognizing changes in new laws pertaining to solid waste handling and the need for the diversion of solid waste from landfills. As it complies with SB 1383, West Covina is able to seek the best value for its residents and community and renegotiate certain terms of the contract with the waste collection company.

In February 2022, a proposed amendment to the agreement was presented to City Council. After discussion, the item was tabled. Staff continued negotiations. In June 2022, additional options were presented to City Council. After discussion, City Council authorized the City Manager to execute a professional services agreement with the San Gabriel Valley Council of Governments for participation in the San Gabriel Regional Food Recovery Program and to continue negotiations with Athens.

By negotiating with Athens, West Covina seeks to maximize its long-term contract position by amortizing the substantial costs associated with the operational and infrastructure investments necessary for the City to comply with SB 1383. The proposed services (Attachment No. 1) will ensure that West Covina

remains in compliance with state law. Athens would provide waste stream analysis, education and outreach, contamination monitoring, data management, procurement support, food recovery support, and new technologies to support the cutting edge processing or disposal of organic waste. Residents having service questions are encouraged to call Athens at (888) 336-6100.

DISCUSSION:

Following the June 21, 2022 City Council meeting, staff continued to negotiate with Athens.

The City has also joined the San Gabriel Regional Food Recovery Program. Through the SGVCOG's consultant, SCS Engineers, inspections for West Covina's edible food generators have commenced as well as the educational outreach (workshops). The edible food recovery program is a component of the SB 1383 regulations aimed to recover edible food for human consumption. The food recovery program requires cities to develop and maintain a list of food recovery organizations and food recovery services. Table 1 below shows the number of Tier 1 and 2 food generators in West Covina.

Table 1. Tier Generators in West Covina

Tier 1	Tier 2	Total
25	18	43

In regard to negotiations with Athens, Athens has proposed three options to amend the agreement to incorporate SB 1383 implementation:

Option 1

- SB 1383 Compliance.
- One-time 25% extraordinary increase to residential rates.
- No adjustment to commercial rates.
- Change annual rate adjustment to Consumer Price Index (CPI) for Trash and Garbage Collection U.S. City Average.

Option 2

- SB 1383 Compliance.
- No extraordinary residential rate adjustment.
- One-time 15% extraordinary increase to commercial rates.
- Change annual rate adjustment to CPI for Trash and Garbage Collection U.S. City Average.
- Add one (1) percent to the annual rate adjustment for fifteen (15) years.

Option 3

- SB 1383 Compliance.
- No extraordinary residential rate adjustment.
- One-time 8% extraordinary increase to commercial rates.
- Change annual rate adjustment to CPI for Trash and Garbage Collection U.S. City Average plus 1%.

All three options include the following:

- Update to the commercial rate matrix to align with industry practice.
- Option for Athens to add recycling (blue container) at a later date at no additional charge.

Table 2. Comparison of Amendment Options

	Current	Option 1	Option 2	Option 3
One-Time Increase to Residential Rates	N/A	25%	N/A	N/A
One-Time Increase to Commercial Rates	N/A	N/A	15%	8%
Annual Rate Adjustment	L.A. CPI	U.S. Trash CPI	U.S. Trash CPI +1% for 15 yrs.	U.S. Trash CPI +1%
Residential Rate 7/1/23	\$41.47*	\$53.91	\$43.54	\$43.54
Combined Commercial & Organics Rate 7/1/23	\$282.02*	\$296.12	\$338.42	\$318.68

**Current Rate does not include annual rate adjustment.*

All other terms of the agreement as agreed upon through prior amendments (i.e., \$300,000 annual payment and the ability to provide notice of intent to terminate in October 2023) would remain in effect.

Staff held a public meeting to present and discuss the options in February 2023 (Attachment No. 2). Approximately ten (10) residents were in attendance. The consensus from attendees was that Option 3 was the most favorable option given the constraints of the unfunded mandate.

Athens has provided a draft amendment for the City's consideration. The draft, as provided by Athens, is included as Attachment No. 3. If the City Council approves staff recommendation, the City Attorney's Office will review the final form of the amendment prior to execution by the City Manager.

LEGAL REVIEW:

The City Attorney's Office will review and approve the amendment as to form prior to execution.

OPTIONS:

The City Council has the following options:

1. Authorize the City Manager to negotiate and execute Amendment No. 12 with Arakelian Enterprises, Inc. dba Athens Services to reflect SB 1383 implementation;
2. Continue negotiations with Athens Services to implement SB 1383; or
3. Provide alternative direction.

Prepared by: Stephanie Sikkema, Finance Director

Additional Approval: Paulina Morales, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

Table 2 below includes the projected residential and combined commercial rates through July 2027. These rates include an estimate for annual rate adjustment (Trash CPI +1%) of four percent. Additionally, Table 3 below provides a comparison of the new rates to nearby cities.

Table 3. Projected Rates under Option 3

Year	Residential Rate	Commercial & Organics Combined
Current	41.47	282.02
Jul-23	43.54	318.68
Jul-24	45.72	334.62
Jul-25	48.01	351.35
Jul-26	50.41	368.91
Jul-27	52.93	387.36

Table 4. Comparison of rates July 1, 2023 (sorted by Residential Rate)

Current	Residential Rate	Commercial & Organics Combined
Azusa	\$40.40	\$350.09
Irwindale	\$42.78	\$446.36
West Covina	\$43.54	\$318.68
Glendora	\$43.69	\$359.36
Covina	\$44.22	\$338.10
Temple City	\$47.64	\$301.12

Attachments

- Attachment No. 1 - Athens Service Proposal
- Attachment No. 2 - Community Meeting Presentation
- Attachment No. 3 - Draft Amendment
- Attachment No. 4 - Staff Presentation

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Address Homeless Issues
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

SB 1383 PROPOSAL



PREPARED BY:
Gary Clifford
Executive Vice President, Athens Services
(626) 934-4619
gclifford@athensservices.com



CALIFORNIA'S SHORT-LIVED CLIMATE POLLUTANT REDUCTION STRATEGY

What You Need To Know

What is SB 1383?

SB 1383 was adopted by the California Legislature in 2016 and establishes statewide targets to reduce emissions of short-lived climate pollutants (SLCP) such as methane gas. California's Department of Resources Recycling and Recovery (CalRecycle), a California Environmental Protection Agency department, is the lead agency responsible for implementation. Organic waste such as excess food, yard trimmings, paper, and cardboard make up half of what Californians dump in landfills. When these materials break down, they emit powerful greenhouse gases and pollutants, including methane. SB 1383 is intended to reduce these short-lived climate pollutants.

How Will SB 1383 Impact My City?

This unfunded mandate will impact everyone in the State of California. The law mandates new recycling programs, additional outreach and education, ongoing contamination monitoring, enhanced reporting and data management, and may require a change to your waste collection program.

Jurisdiction responsibilities also include:

- Evaluating your City's readiness and capacity to implement SB 1383, including organics collection, recycling and edible food recovery capacity.
- Providing organic waste collection to all residents and businesses, which means providing service automatically and not relying on the generator to subscribe.
- Monitor waste stream contamination levels and issue violations to residents and businesses who continue to contaminate.
- Establish edible food recovery program that recovers edible food from the waste stream.
- Conducting outreach and education to all impacted parties, including generators and edible food recovery organizations.

- Procuring recycled organic waste products like compost, mulch, renewable natural gas (RNG), and electricity.
- Inspecting and enforce compliance with SB 1383, including assessing penalties to non-compliant generators.
- Maintaining accurate and timely records of SB 1383 compliance.

How Will SB 1383 Impact Ratepayers?

Organic waste includes green waste, food waste, and food soiled paper. Organic material collected will need to be transported to a processing facility for composting. Residential ratepayers will be required to subscribe to organics recycling service. All businesses will need to subscribe to organics service. Large food waste generators will be required to recover edible food from their waste stream for donation to participating food recovery organizations.

How will SB 1383 Be Enforced?

Jurisdictions are required to monitor contamination and impose penalties from \$50 up to \$500 for those waste generators that are not properly recycling organic waste. CalRecycle can issue penalties to jurisdictions, up to \$10,000 per day, for failure to comply.

Why is a Food Recovery Program Required under SB 1383?

Californians send 11.2 billion pounds of food to landfills each year, some of which was still fresh enough to have been recovered to feed people in need. While billions of meals go to waste, millions of Californians don't have enough to eat. To reduce edible food waste and address food insecurity, surplus food still safe for consumption will instead go to food banks, soup kitchens, and other food recovery organizations to help feed Californians in need.

SB 1383 IMPLEMENTATION TIMELINE

September 2016

Governor Edmund (Jerry) Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants

January 1, 2020

Reduce the statewide disposal of organic waste by 50% from the 2014 level (target: 11.5 million tons)

January 1, 2022

Regulations take effect and are enforceable. Food Recovery for Tier 1 Businesses.

January 1, 2024

May require local jurisdictions to impose penalties for noncompliance on generators. Food Recovery for Tier 2 businesses.

January 1, 2025

Reduce the statewide disposal of organic waste by 75% from the 2014 level (target: 5.7 million tons)

January 2, 2025

Recover 20% of currently disposed edible food for human consumption.

ABOUT ATHENS SERVICES //

The Athens Way Culture

After more than 60 years, Athens Services remains a family-owned and operated company built on an unwavering commitment to service, its employees, and to the environment. At the core of its success is The Athens Way, a business philosophy that underscores a company culture which:

- Emphasizes superior customer service
- Hire and develop great people while promoting workplace safety
- Fosters environmental stewardship through the use of clean technology to increase recycling and landfill diversion

Founded by Jack Arakelian in 1957 as a trash hauling company with just two trucks, today Athens Services is the largest privately held environmental services company in Southern California. With more than a quarter of a million customers in 50 cities and county areas, a fleet of nearly 1,000 vehicles, and a portfolio of facilities that includes three state-of-the art materials recovery facilities and a composting facility, Athens Services' future is as bright as its storied past.



SERVICE | PEOPLE | ENVIRONMENT

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ATHENS' FACILITIES

1. WASTE STREAM ANALYSIS //

Compliance

SB 1383, California's Short-Lived Climate Pollutant Reduction Strategy, will drive numerous changes across the state. The shift from a residential green waste collection program to an organics collection program, where food waste and food soiled paper are commingled in the green waste container, and transported to a composting facility, will be one of the larger, more noticeable changes for your constituents.

Over the past several months, Athens has been analyzing your current waste stream and conducting waste characterizations of all of the residential refuse/mixed waste loads in your City. These characterizations have provided us with the understanding of how much organic material is currently in those streams, so we can establish a baseline and goals for ensuring that material gets placed in the organics container. These characterizations are instrumental in determining how much outreach and education will need to be conducted to help drive customer behavior to minimize contamination.

Each of the residential routes in your City were evaluated, and the results from those waste characterizations are available upon request. For a more detailed explanation on the methodology used for our waste characterizations, please refer to Appendix A. Also included in Appendix A for your reference, is a detailed description of the acceptable materials that will be allowed in the organics, recycle and refuse containers.



Learn more about how Athens does waste characterizations for the City of Los Angeles recycLA program.

2. OUTREACH & EDUCATION //

Effective, results-driven approach to education

In order to comply with SB 1383, Athens will need to enhance the existing outreach and education program in your City. This is a crucial step to help drive the change in customer behavior.

Similar to the outreach that is provided under AB 1826, which targets specific customers based on the amount of waste generated, outreach under SB 1383 will be applicable to all customers. Athens will be providing additional team members in your City to help with these efforts. The Athens outreach program will include in-person, print and electronic outreach in your City.

Athens will also track, record, manage and store the data gathered from these outreach efforts, to assist the City in reporting back to CalRecycle. The Athens outreach team will also provide support to the City through assessing and verifying the circumstances of businesses that may qualify for a waiver. Jurisdictions are required to establish a waiver program and has final authority on approving waivers for service. Athens will verify, through our outreach team, whether a customer qualifies for a De Minimis, Physical Space, or Collection Frequency Waiver. Athens is unable to issue the final determination, as SB 1383 places that responsibility on the jurisdiction, but we can provide the work needed to help the City with that process.

For a more comprehensive description on our overall outreach approach, please see Appendix B.

OUTREACH EFFORTS:



In-person

- Presentations & Training
- Waste Assessments
- Community Events & Meetings



Digital/electronic

- Interactive Recycling Website (Recyclist)
- Instructional Videos
- Social Media



Print

- Signage
- Container Labeling
- Newsletter Articles

ATHENS OUTREACH TEAM:



Lucas Arias, *Recycling Coordinator*
Athens Team Member Since 2019



Athens Outreach Team
2018 Tabling Event



Angie Park, *Organics Recycling Coordinator*
Athens Team Member Since 2017

3. CONTAMINATION MONITORING: ROUTE AUDITS //

Route auditors

SB 1383 mandates regular monitoring of the collection routes, to observe and track contamination in the waste stream. The law provides two options for monitoring: (1) periodic waste characterizations at the processing facility; (2) periodic reviews and audits of the collection routes. Athens has determined the most cost effective approach for compliance with this part of the mandate is by conducting ongoing route reviews.

Athens will provide quarterly route reviews for commercial and residential sectors, to monitor contamination. We will conduct these audits by performing a hands-on visual check, and will document our findings and capture photos of the containers being audited. This information will be housed in our database, and will be available for the City to review as needed.

See more about Athens' route audit process and contamination monitoring in Appendix C.

ROUTE AUDIT FORM

CONTAMINATION Y/N *

N

Y

TYPE OF CONTAMINATION

CONTAMINATION %

% 0

- +

CONTAMINATION PICTURE

EQ TAGGED Y/N

N

Y

Cancel

Save

ROUTE AUDIT PROCESS:



4. DATA MANAGEMENT & REPORTING SUPPORT //

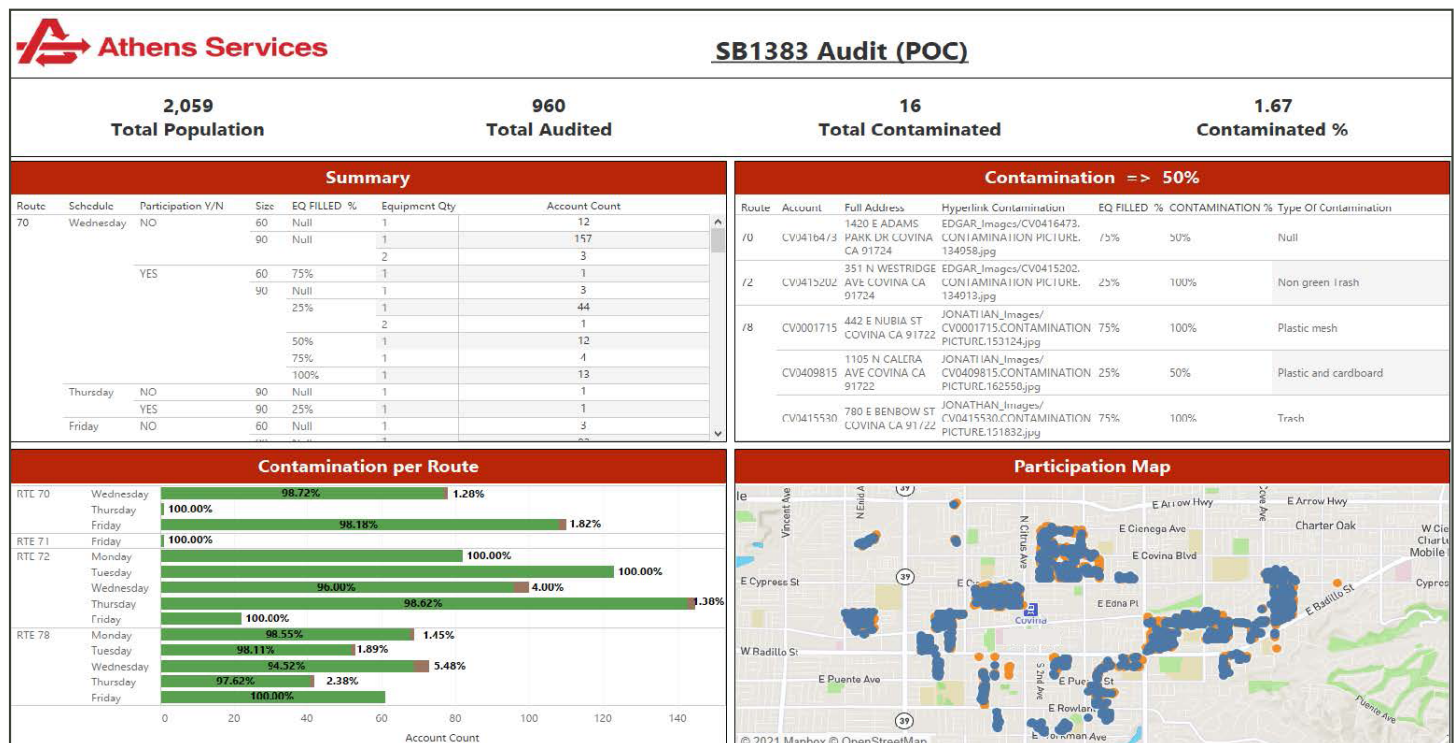
Dedicated reporting team to oversee data management of recycling efforts

SB 1383 requires jurisdictions to monitor contamination, issue notices of violations and report this information to CalRecycle. Athens can provide support with this through our enhanced reporting process. Athens has developed the infrastructure needed to capture the data required under SB 1383. This includes all the information gathered through our outreach efforts, which includes data such as backhaul/selfhaul programs, waiver information, and container and waste stream photographs.

In addition, the data gathered for contamination monitoring through our proposed route reviews will also be tracked by Athens. This will eliminate the need for your City to have to manage and store this data. This data will be available, as needed, to the City for reporting and compliance purposes.

As part of the outreach, monitoring and reporting the Athens team will be providing, we will have adequate data to support the City with enforcement actions administered.

For more information on how Athens can support with data management and reporting, please refer to Appendix D.



Audit report from a similar City.

5. PROCUREMENT SUPPORT //

Procurement

SB 1383 requires jurisdictions to procure recycled organic products on an annual basis. CalRecycle has developed a calculator to help jurisdictions determine how much material would need to be procured.

Athens will help your City comply with this requirement through the use of renewable natural gas (RNG) utilized in our collection vehicles and through the compost produced at American Organics. Over the years, Athens has invested in significant RNG and composting infrastructure in preparation for upcoming regulations. This has prepared us to help your City meet procurement needs through RNG and compost.

Please refer to Appendix E for additional details on how Athens can support your City's Procurement requirements.



6. FOOD RECOVERY SUPPORT //

Educating Food Generators on SB 1383

In addition to the reduction of organics disposal, SB 1383 establishes an additional target that no less than 20% of currently disposed edible food is recovered for human consumption by 2025. Food service establishments will be required to work with a food recovery organization. Starting in 2022, Tier 1 edible food generators must arrange to recover the maximum amount of their edible food that would otherwise go to landfills and they must maintain food donation records.

As a waste hauler, Athens scope of work is typically focused on the “back of house” operations, where the waste gets placed into the containers we haul. Food recovery activities take place prior to the material coming to the “back of house”, or to the enclosure. However, Athens is able to provide support with the City’s food recovery program by providing the outreach needed for food generators subject to this requirement. Athens will work with food generators, as part of the site visits and outreach we provide, to inform and advise customers how they can develop a food recovery program. Athens will also work with the City to help identify Tier 1 and Tier 2 customers as well as identify potential food recovery partners.

A full description of how Athens can provide food recovery support to your City is included in Appendix F.



Learn more about Athens' food recovery and donation program.

7. ATHENS' FACILITIES //

Utilizing Innovative Technology

Athens has built the most advanced sustainable green waste and organics composting facility in the region. American Organics processes more organic waste in a shorter period while producing the highest quality, certified-organic, contaminant-free compost. We do this better than any other facility in Southern California. Additionally, this facility reduces thousands of metric tons of greenhouse gases (GHGs) annually by diverting organic waste from landfills. The compost produced at American Organics benefits Southern California by diverting organic waste and reducing GHGs.

Athens has invested hundreds of millions of dollars in building and improving materials recovery facilities (MRFs) to help municipalities meet diversion goals and prepare for future recycling regulations. Our Sun Valley MRF is renowned for its innovative technology, impeccable safety record, and green building certification. A short distance away, Athens is expanding and enclosing Crown Recycling, one of the most comprehensive MRFs in the area. Upon completion, the \$50 million renovation will increase facility capacity to 6,700 tons per day (TPD) of organic material, construction and demolition, and mixed solid waste. Our Valley MRF, located in the City of Industry, sorts up to 3,000 TPD. This facility was the first Athens MRF constructed, and has continued to be on the cutting edge of innovation, helping Athens adapt to new mandates like SB 1383. In collaboration with Komar Industries, Athens recently developed the Organic Separation Press (OSP). The OSP is the first system of its kind to recover organic liquid from waste for reuse. Using a large auger screw, the OSP presses waste to separate nutrient-rich organic liquid. The liquid is harvested and transported to a wastewater treatment facility to be converted into renewable natural gas.

All of the Athens facilities are prepared to meet the requirements of SB 1383. This includes, but is not limited to, RDRS reporting, data management, contamination monitoring, load checks and safety practices as outlined in the final regulations published November 2020.



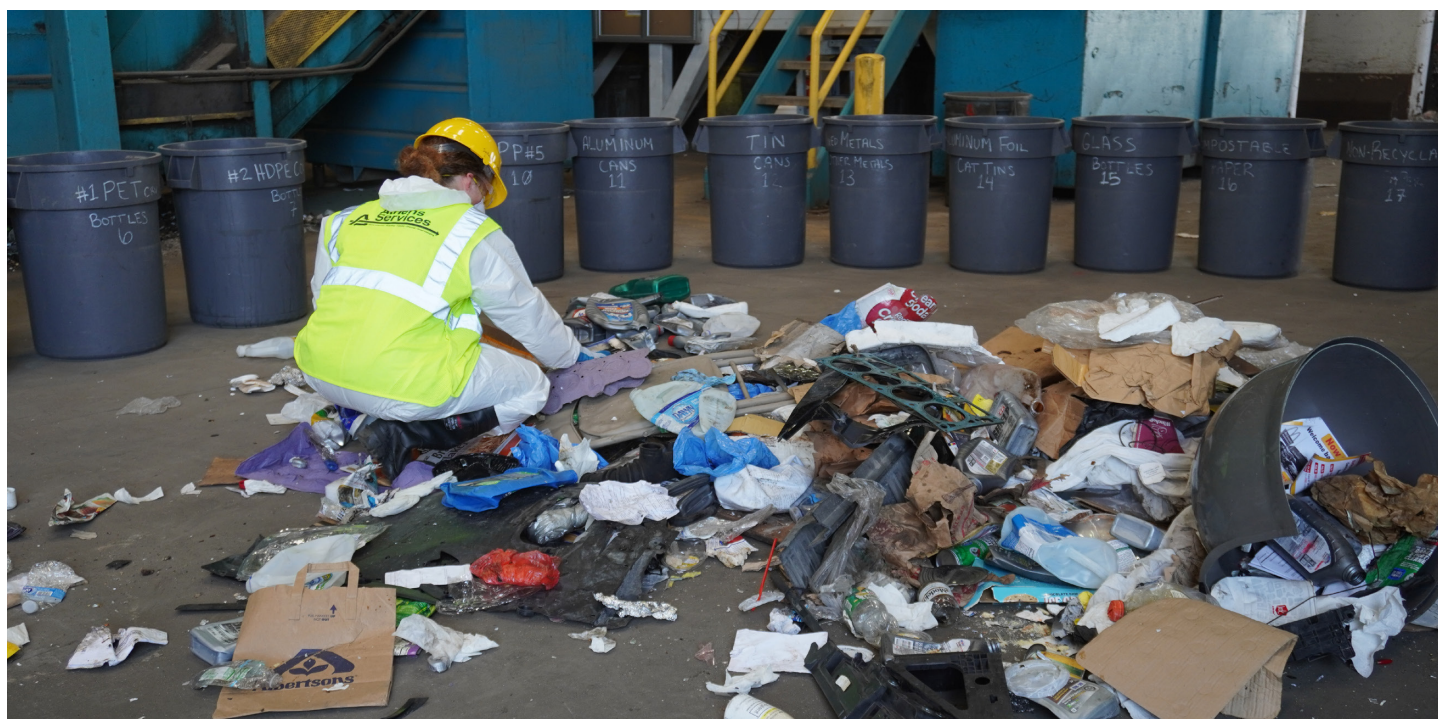
APPENDIX A

Waste Stream Analysis

To analyze and better understand the composition of your City's refuse/mixed waste stream, Athens conducted waste characterizations of your residential routes. Under current law, it is acceptable to place food waste in the trash. Under SB 1383, food waste needs to be removed from the trash bin and placed in the organics container. These recent waste characterizations helped Athens identify how much organics (food waste and green waste) is currently in your trash stream.

Approximately 200-400 pounds of material were sampled from each load. From that sampling, the Athens team worked to identify the various organics commodities within that load. Each commodity type was identified, labeled and photographed. The team was able to quantify, how much of each of the organic commodities were in the load sample. This process takes roughly 3-4 hours per load sample. This ensures that we are accurately able to identify and categorize materials. Below is an image that illustrate this process.

The characterizations are designed to identify the volume of organics placed in this stream. The results are used to identify a benchmark and establish goals for implementing a residential organics recycling program in your City. Based on the established goals, we can determine resources needed to be put forth for education and outreach to transition organics into the green waste container program.



APPENDIX A

Waste Stream Acceptable Materials

Athens will provide compliance for your City by collecting residential green waste, food waste and food soiled paper in the organics (green) container. Acceptable materials for the recycle (blue) and trash (black) barrel will be communicated to our customers through our outreach program. Below is a listing of acceptable materials for each of these waste streams.

Green Container Acceptable Items

Green Waste

- Grass clippings
- Flower & hedge trimmings
- Leaves & branches
- Lumber, scrap wood, & plywood types (not painted or treated)
- Weeds

Food Scraps (Any putrescible matter produced from human or animal food production, preparation, & consumption activities. No produce stickers.)

- Bread, rice, & pasta
- Cheese & dairy
- Coffee filters
- Flowers & herbs
- Fruits & vegetables
- Meat, bones, poultry, seafood, & soft shells (e.g. lobster, crab, & shrimp)

Food-Soiled Paper (All items must be 100% plant-fiber based with NO petroleum, wax, or bio-plastic coating, liner, or laminate. Must be soiled ONLY with food and/or drink liquids. *No bathroom tissue, toilet paper, or feminine products.)

- 100% fiber based, compostable to-go containers & serving-ware
- Egg cartons (paper)
- Food-stained paper
- Paper napkins & kitchen towels*
- Paper food boats
- Paper packaging
- Paper plates & cups
- Pizza boxes

Non-Acceptable Organics (Please place in the trash.)

- Rags, clothing, or other cloth/textiles (“plant-fiber” means paper, not textiles.)
- Bio-solids or bathroom waste, including tissues or bathroom paper towels.
- Disposable diapers
- Pet waste
- Tea bags and tea bag wrappers
- Lint
- Hard shells (e.g. clams, mussels, & oysters)
- Cacti, succulents, and palm fronds

*Athens does not accept paper towels and/or napkins used to clean surfaces due to the use of nonfood related chemicals and potential toxins.

APPENDIX B

Outreach and Education

Athens Services currently provides outreach and education for customers subject to AB 341, AB 1826 and AB 827. SB 1383 will have an impact on all customers, and much effort is needed to help customers with this transition. Athens Services can provide enhanced outreach and education efforts to help the City comply with SB 1383. Outreach will be provided through print, in-person and electronic communication on an annual basis. Outreach materials will be translated into the appropriate languages spoken in your community. Athens will also keep copies of all outreach provided and will track and document which customers received the outreach. This includes tracking all social media activity.

Content that will be communicated to customers include:

1. How to properly sort waste
2. How to prevent organic waste generation
3. Methane reduction benefits
4. Public health and safety & environmental impacts
5. Edible Food Recovery
6. Self-haul requirements (if applicable)

Below is a summary of the Athens outreach plan for your City.

Recycling Coordinators

Athens' Recycling Coordinators (RC's) are trained recycling experts with a niche for conducting outreach and education. Recycling Coordinators will lead the outreach efforts in your City by utilizing a variety of tools to engage with customers. Whether in-person or virtually, recycling coordinators will ensure the community has the right resources for a successful recycling and organics program.

RC's will provide site visits to all commercial and multifamily customers and conduct waste assessments, which will include:

- Comprehensive waste audit
- Detailed waste management and recycling strategies
- Customer personnel training
- Effective signage, location placement, and maintenance suggestions
- Container types, sizes, and pick-up frequency recommendations

Many customers cannot be onsite or do not feel comfortable participating in onsite assessments, given concerns that have arisen due to COVID-19. Our RC team can conduct virtual waste assessments where we engage the customer over the phone or through a Zoom meeting to go through the site visit's details and our findings. We ask the customer several questions about their business or multifamily site, gather and document this information for future use, and make recommendations on service levels.

We also have the ability to video record our onsite waste assessments for clients, when necessary. The video will include suggestions and be available to the appropriate parties. We will also follow up with additional input and resources. The RC and client can review the video together or separately. This approach is essential for our multifamily accounts, which might have out-of-state managers or have COVID-19 (or other health concerns) limitations.

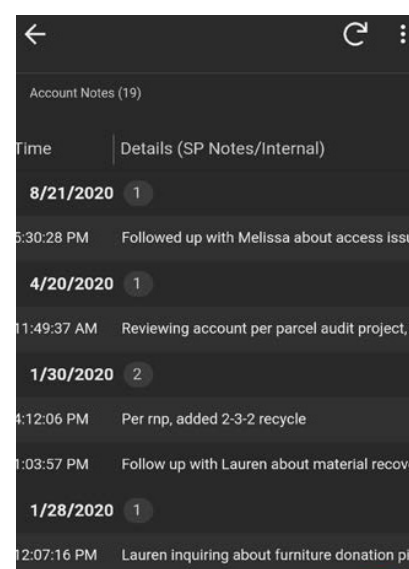
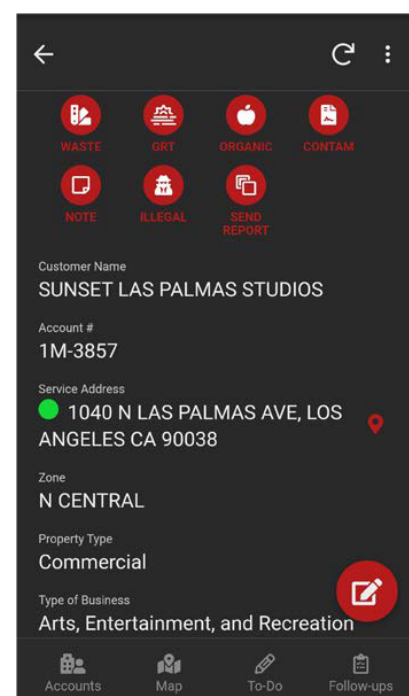
As part of our customer visits, customers will receive recycling signage and training on additional resources. Athens' recycling resources are available on www.athensservices.com/outreach/ for download, promoted via social media, distributed with e-mail blasts or mailed based on the customer's preferred method of contact.

Outreach & Education App

Athens has developed an Outreach and Education application "App" to help track customer interactions. The application was designed specifically for use in the field by Recycling Coordinators. The app collects customer information, along with additional vital information pertaining to the waste and recycling program. We will use the data to target specific customers for outreach on recycling, organics, contamination, and edible food recovery.

Data Collected by the Outreach and Education App

- Contact information, service and billing address, service levels, and routing information
- Date and Time of trainings
- GPS link to service and bin location
- Photos of bin locations, enclosures, and inside the containers.
- Container information, including lock lids, custom bin sizes, and measurements
- Site information, including any safety hazards, gate codes, or special access instructions.
- Customer implementation of recycling and organics signage and interior containers for employee, tenant, and customer use.
- Reasons why customer refused outreach material or services offered.
- Contamination training, including participants and pictures
- Types of material in waste stream the customer throws away and estimated volumes.
- Customer's interest and previous attendance in recycling and organics training
- AB 1826 and SB 1383 compliance questions, including if they have any implementation issues, refuse service, and if they are or should be participating in edible food recovery.



The data collected can be utilized for regulatory compliance of a multiple recycling mandates.

Print & Electronic Tools

Our marketing team has perfected digital marketing for community engagement. Today, Athens' social media averages an industry-leading 17% follower engagement. This figure is not only higher than the industry average but also higher than the national average. We will utilize this high engagement to connect with the community and other prominent organizations to convey important dates and service information. Athens is currently active on the following platforms:



While we prioritize digital marketing to minimize paper consumption, we realize that some customers prefer mailers and handouts. Therefore, our marketing team will also develop community hard copy collateral to help educate your residents and businesses.

Athens will provide quarterly newsletters to both residential and multifamily customers by mail in their bill or electronically. Newsletter content will include service notifications and tips on proper sorting and usage. These newsletters will contain legislative information, as well as general information about the City's overall waste and recycling program, including food recovery programs.

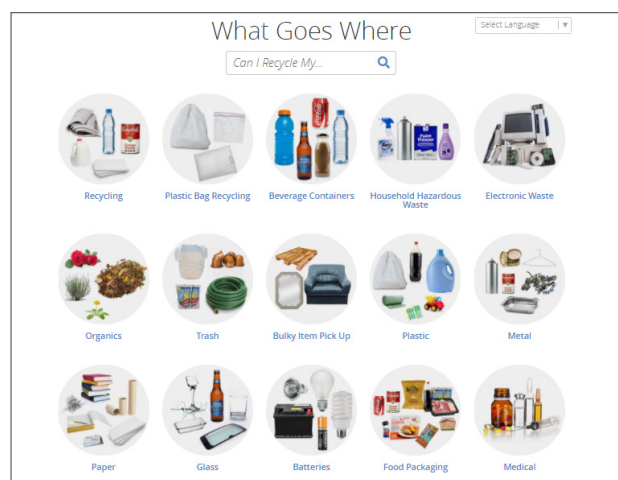
Athens will continue to distribute our annual legislative brochure as a billing insert, by mail or electronically.

Athens has developed video content containing various waste and recycling training topics, and we continue to grow our content library. These videos will be available to all customers to help further provide support as needed.

Interactive Ultimate Recycling Guide

Athens' "What Goes Where Guide" is your interactive zero-waste guide for correctly reusing, recycling, and composting unwanted items. In collaboration with Recyclist, Athens has developed this innovative guide to help customers and communities identify the proper stream for more than 350 materials types. The interactive zero-waste guide provides:

- User friendly and promotes recycling
- Fully customizable and tailored to City needs
- Illustrate tips on reusing, reducing, and recycling of 300+ everyday items
- Educational content about disposal options, safe handling, and alternative recycling options
- Local information about drop-off and collection programs
- Work seamlessly across devices with no download required
- Provide mobile-friendly information with SEO (Search Engine Optimization)
- Allow users to stay up-to-date with accurate information
- Update easily and quickly given editorially supported services
- Quantify utilization and traffic with Google Analytics



APPENDIX C

Contamination Monitoring: Route Audits

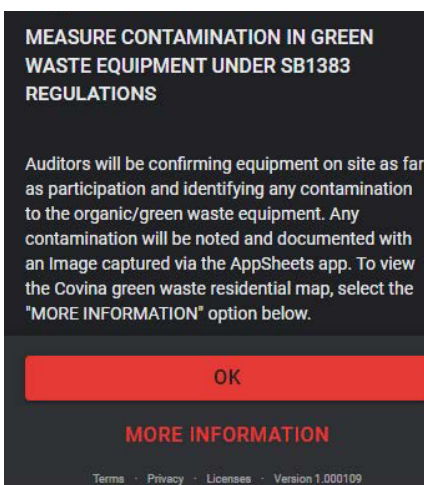
SB 1383 places the responsibility of contamination monitoring on the jurisdictions. Athens is able to help with this requirement by providing quarterly route reviews of organic collection routes. Reviews are conducted to monitor contamination levels in waste stream. Athens has a trained team of professional auditors dedicated to route reviews. Athens recently developed new technology that enhances the process.

Route Review Process

On a quarterly basis, the Athens will audit approximately 20% sampling of organic routes, both residential and commercial. A residential route has approximately 1,000 customers per day, therefore we will target a sampling of roughly 200 customers per day per route. Commercial organics routes have roughly 130 stops per day. There we will target approximately 30 customers per route per day.

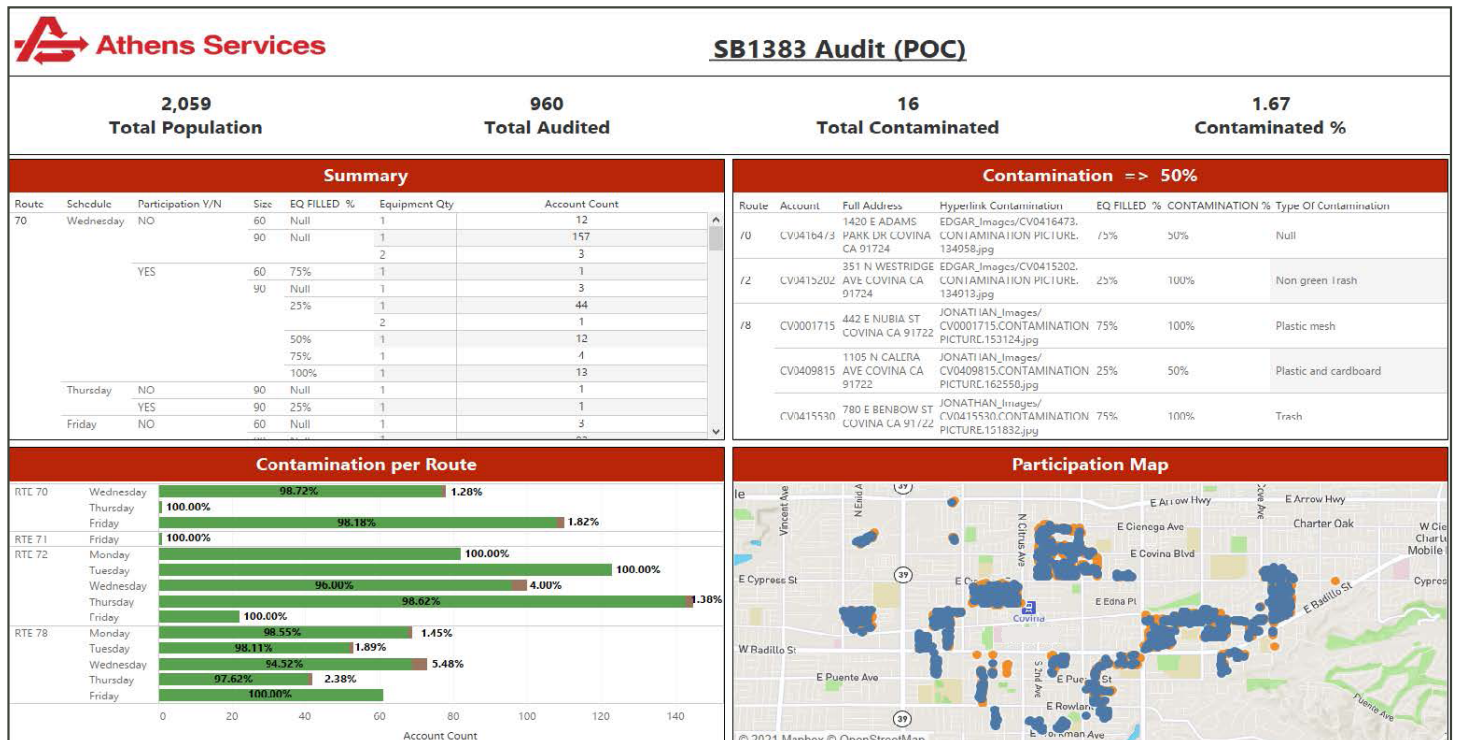
Route Review App

Route reviews are completed utilizing a custom app to help with this process. The app is similar to the Outreach and Education app. The Route Review app enables our auditor team to track customers volumes and contamination levels. The app guides auditors through a series of questions. The app also has the ability for our team to upload photos of audited locations and containers, which will be made available to the City for CalRecycle reporting purposes. Below is a screen shot of the route review app:



Route Review Dashboard

In addition to the Route Review app, Athens has developed a user friendly dashboard that summarizes and populates the data collected from the route reviews. This dashboard contains information on the total number of customers audited, total number of containers contaminated, the contamination percent, as well as a map of the areas audited. This dashboard will be made available to the City, for regular monitoring. Athens will store and manage this data on behalf of the City and provide the data needed for the City to submit to CalRecycle for required reporting.



Notice of Violation

The information gathered from the quarterly route reviews will help Athens' Outreach Team target outreach efforts to minimize contamination, and will provide the backup validation to issue violation notices as required under SB 1383. This notice will be issued on behalf of the City to the generator who is contaminating the waste stream. It will include information regarding the contamination and will include photographic evidence of the violation. Notices will be emailed or mailed based on the customer's preference.

APPENDIX D

Data Management & Reporting

Athens Services utilizes its Soft-Pak customer database to monitor and report activity. Utilizing customized tracking codes specific to your City, Athens will monitor outreach and education and incidents of contamination. Using Athens' fully customized recycling coordinator mobile app, and route review app, Athens can quickly and accurately report site visits, waste assessments, and service level adjustments in our Soft-Pak database.

Container Contamination Reporting:

SB 1383 requires jurisdictions to provide record keeping for container contamination. Athens will provide the support needed to the City for this requirement. Athens will keep copies of the following, which will be available to the City upon request:

1. A description of the jurisdiction's process for determining the level of container contamination.
2. Documentation of route reviews conducted.
3. Copies of all notices issued to generators with prohibited container contaminants.
4. Documentation of the number of containers where the contents were disposed due to observation of prohibited container contaminants.
5. The number of hauler route reviews conducted.
6. Description of the process for determining the level of contamination.
7. Summary report of non-collection notices and/or contamination processing fee assessment notices issued, which for each notice shall include the date of issuance, customer name, and service address.
8. A record of each inspection and contamination incident, which shall include, at a minimum:
 - Name of the Customer
 - Address of the Customer
 - The date the contaminated Container was observed
 - The staff who conducted the inspection
 - The total number of violations found and a description of what action was taken for each
 - Copies of all notices, and enforcement orders issued or taken against generators with prohibited container contaminants
 - Any photographic documentation or supporting evidence
9. Documentation of the total number of containers disposed of due to observation of prohibited container contaminants.
10. A list of all customers assessed contamination processing fees reported separately by residential, multi-family, and commercial premises customers and including the customer name, customer address, and reason for the assessment of the contamination processing fee, and the total number of instances contamination processing fees were assessed in the month and the total amount of fees collected in the month.

Complaint Reporting

Athens will maintain a record of all SB 1383 non-compliance complaints and responses to track the following information:

1. Total number of complaints received and total number of complaints investigated.
2. Copies of documentation recorded for each complaint received, which shall at a minimum include the following information:
 - The complaint as received
 - The name and contact information of the complainant, if the complaint is not submitted anonymously
 - The identity of the alleged violator, if known
 - A description of the alleged violation; including location(s) and all other relevant facts known to the complainant
 - Any relevant photographic or documentary evidence submitted to support the allegations in the complaint
3. Copies of all investigation reports, which shall include at a minimum:
 - The complaint as received
 - The date Athens investigated the complaint
 - Documentation of the findings of the investigation
 - Any photographic or other evidence collected during the investigation
 - Athen's recommendation to the City on whether or not the entity investigated is in violation of SB 1383 based on the investigation

Generator Waivers

Athens will provide a report that documents each generator waiver request. This report will identify the generator name and service address, the type of waiver requested, and the status of the waiver (accepted, denied, pending).

Outreach Reporting

1. A copy of all education and outreach materials provided to generators, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
2. A record of the date and to whom the information was disseminated or direct contact made, in the form of a list that includes: the generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
3. The number of organic waste generators and commercial edible food generators that received information and the type of education and outreach used.
4. Athens will maintain a record of the date, a copy of the any mass distribution mailings or billing inserts, and the type and number of accounts that received the information.
5. A copy of electronic media, including the dates posted of: social media posts, email communications, or other electronic messages.

APPENDIX D (cont.)

Data Management & Reporting

6. Records of all technical assistance efforts conducted, including:
 - The name and address of the customer/generator receiving technical assistance, and account number, if applicable.
 - The date of any technical assistance conducted and the type of technical assistance, including, but not limited to: site visits, waste assessments, compliance assessments, direct outreach, workshops, meetings, events, and follow-up communications.
 - A copy of any written or electronic educational materials distributed during the technical assistance process.
7. A copy of all special event reports submitted to the City in accordance with Section 4.4.6 of the Agreement.

Food Recovery Program Support

1. The total number of generators classified as Tier 1 and Tier 2 commercial edible food generators located within the City.
2. The number of food recovery services and food recovery organizations located and operating within the City.
3. The number of generators participating in the edible food recovery program.

APPENDIX E

Procurement Support

Commencing January 1, 2022, a jurisdiction shall annually procure a quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement target as determined by CalRecycle's procurement calculation. Athens has confirmed it can assist your City in meeting the procurement requirements through the renewable natural gas utilized in our collection vehicles and through providing compost to your City.

Renewable Natural Gas

Athens has eliminated 10,549 metric tons of climate-altering greenhouse gas emissions since 2012, which is the equivalent of:

- 26,176,000 miles driven by an average passenger vehicle
- 1,700 Homes Powered by electricity for one year
- 1,187,000 Gallons of gasoline consumed

Investing in Clean Technology and Renewable Fuels

Our collection fleet is currently over 90% natural gas vehicles (NGVs) – the cleanest refuse vehicle commercially available. In 2008, we committed to never adding a diesel vehicle to our collection fleet. We are committed to retiring all diesel vehicles and making our entire collection fleet 100% natural gas vehicles by 2023.

Renewable Fuels

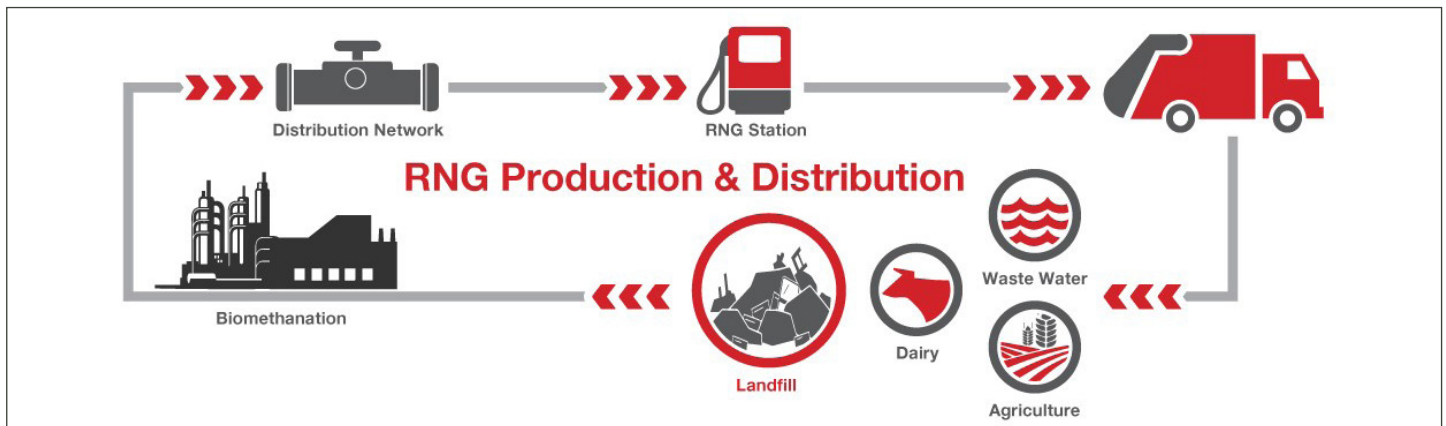
Over four years ago, Athens began investing in renewable natural gas (RNG)—a low carbon, renewable fuel that is made from existing organic waste streams. As of 2019, renewable natural gas now composes 89% of our total natural gas fuel use, which will continue to increase in the coming years.

Why Does Athens Use Natural Gas Vehicles?

- **Reduce Emissions:** The newest natural gas engines produce 90% fewer NOx emissions than the EPA's current heavy-duty emission standard.
- **Minimize Maintenance:** NGVs have no messy Diesel Particulate Filter (DPF) regeneration or waste and have no diesel exhaust fluid.
- **Quieter in Communities:** NGVs have engines 10 decibels quieter than their diesel equivalent, reducing noise pollution in neighborhoods.
- **Minimal Downtime:** NGVs can run 600+ miles of daily operation without compromise.
- **Safer for Residents and Drivers:** When compared to traditional diesel vehicles, natural gas vehicles provide a safer experience for drivers and residents by eliminating exposure to diesel fumes and odor.
- **Utilize Locally Produced Fuel:** NGVs, when fueled with RNG, utilize a renewable fuel produced in-state.

What is Renewable Natural Gas?

Renewable natural gas (RNG) is a renewable fuel made by harnessing methane emitted by organic waste. The methane can be harnessed from food and green waste, wastewater treatment plants, landfills, dairy farms, and forest management. The methane is captured, cleaned, and injected into the existing natural gas pipeline so that it can be transmitted and stored anywhere in the state. Once processed, RNG is a drop-in replacement for conventional natural gas and can be used to fuel natural gas vehicles.



Composting

Athens recently invested in a multi-million dollar redevelopment effort of our American Organics facility in preparation of the upcoming SB 1383 mandate. To read more about our facility and how it operates, please refer to the attached article <https://athensservices.com/wp-content/uploads/2020/08/CASP-White-Paper-Final.pdf>.

American Organics

American Organics is another facility in the Athens family that is on the cutting edge of tech innovation. Located in Victorville, the site recently completed major renovations at the 700 tons per day facility, with the ability to divert 85% of organic material. The redesigned facility was converted from a traditional windrow, outdoor windrow composting system to a Covered Aerated Static Pile (CASP) system. The renovation included a 22,000-square-foot, covered processing center that will process 50 tons per hour on a fully automated processing line.

American Organics material is Certified Organic by CDFA. It is OMRI certified, ensuring that both Organic and Conventional operations can utilize it, and thus our material is available to 100% of users within the category. We are a member of the United States Compost Council and maintain certification using their authorized third-party laboratory for analytical testing or labs. These labs are a critical tool for product evaluation and quality.

APPENDIX F

Food Recovery Support

Athens can provide support to the City with their Food Recovery program. Below is a summary on how Athens can partner.

No later than January 1, 2022, Athens will identify all commercial customers that meet the definition of Tier 1 and Tier 2 Commercial Edible Food Generators and provide a list of these customers to the City, which shall include:

- Customer name
- Service address
- Contact information
- Tier One or Tier Two classification
- Type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions).

Athens will work with the City to help identify food recovery partners that can provide support to Tier 1 and Tier 2 customers. The list of qualified food recovery partners will be placed on the Athens food donation webpage, for customers to access. You can view this information at www.athensservices.com/fooddonation/.

At least annually, Athens provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program
- Information about the Commercial Edible Food Generator requirements
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste

Athens will also provide the education information required by SB 1383 by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to commercial businesses. An example of our food recovery outreach material is included below:

The image displays two educational materials for food recovery. The left material is a flyer titled "YOUR BUSINESS AND FOOD DONATION" from Athens Services. It includes sections on "DONATIONS ARE LEGALLY PROTECTED" (citing the California Food Donation Act), "FOOD DATE LABELS" (noting that 20% of wasted food is due to confusion over date labels), "HOW TO DONATE" (a four-step process: 1. Set Up Your Program, 2. Sort & Save, 3. Call, 4. Repeat!), and "TIPS & RESOURCES" (including tracking food loss, creating a recovery plan, and checking for additional resources). The right material is a poster titled "FOOD INSECURITY & WASTE" from Athens Services. It features statistics such as "1 in 8 Americans struggle with food insecurity" and "4.8 million Californians are food insecure". It also includes sections on "DONATION BENEFITS" (tax incentives, health benefits, waste reduction), "WHAT CAN BE DONATED?" (perishables, non-perishables, prepared food), "ORGANICS LEGISLATION" (SB 1383, SB 1306), and "FOOD RECOVERY PARTNERS" (listing various organizations and the Athens Services website).



SERVICE | PEOPLE | ENVIRONMENT

Community Meeting: SB 1383 Compliance

Thursday February 9, 2023



California Legislative Mandates



SB 1383

- 2016
- Mandatory Organics Recycling
- Food Recovery

AB 1594

- 2014
- Eliminates green waste as ADC

AB 1826

- 2014
- Mandatory Commercial Organics Recycling

AB 32

- 2006
- Reduction of GHG Emissions

AB 341

- 2011
- Mandatory Commercial Recycling

AB 939

- 1989
- 50% Diversion



WHAT IS ORGANIC WASTE?

Organic waste such as food scraps, food-soiled paper, and yard trimmings emits 20% of the California's methane.



Food Scraps

- » Fruits and vegetables
- » Cheese, dairy, eggshells
- » Meat, bones, poultry and seafood
- » Bread, rice, beans, and pasta
- » Cut flowers and herbs
- » Coffee grounds and filters



Yard Trimmings

- » Grass clippings
- » Weeds
- » Leaves and branches
- » Flower and hedge trimmings
- » Lumber, scrap wood, and plywood (not painted or treated)



100% Fiber-Based, Food-Soiled Paper

- » Food-stained paper
- » Napkins and paper kitchen towels
- » Paper egg cartons and pizza boxes
- » Paper packaging
- » Paper plates and cups (no plastic lining)

SB 1383 ENFORCEMENT & COMPLIANCE

Enforcement

City is required to adopt an ordinance mandating organics service for all, including inspection and enforcement mechanisms to ensure all trash generators recycle organic waste.

Compliance

- Collection Program
- Route Audits
- Waste Characterizations
- Outreach & Education
- Data & Reporting
- Procurement
- Food Recovery Support



TYPES OF SERVICES AUDITED

Single Family Service

3-barrel automated collection program: (1) 96-gallon trash, (1) 96-gallon recycle, and (1) 96-gallon organics barrel.



Multi Family & Commercial Service

Bin service for mixed waste collection and barrel service for organics.



CONTAINER LABELING



ORGANICS & FOOD / ORGÁNICOS Y COMIDA / 有機廢物和食物

YES / ¡SÍ! / 可以



NO / ¡NO! / 不可以



Learn more




更多說明

Aprende más


(888) 336-6100

RECYCLABLES / RECICLABLES / 回收物品


YES / ¡SÍ! / 可以



NO / ¡NO! / 不可以



Learn more



更多說明

Aprende más

(888) 336-6100

TRASH / BASURA / 垃圾

YES / ¡SÍ! / 可以



NO / ¡NO! / 不可以



Learn more



更多說明

Aprende más

(888) 336-6100

IN FIELD AUDITS

Route Audits



← ROUTE AUDIT FORM

CONTAMINATION Y/N *

TYPE OF CONTAMINATION

CONTAMINATION %

% 0

CONTAMINATION PICTURE

EQ TAGGED Y/N

Cancel

← EDGAR Form

PARTICIPATION Y/N *

EQ FILLED %

% 0

CONTAMINATION N Y/N *

TYPE OF CONTAMINATION

N

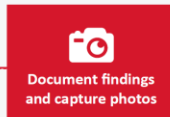
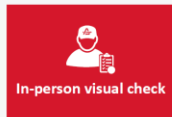
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CONTAMINATION N PICTURE

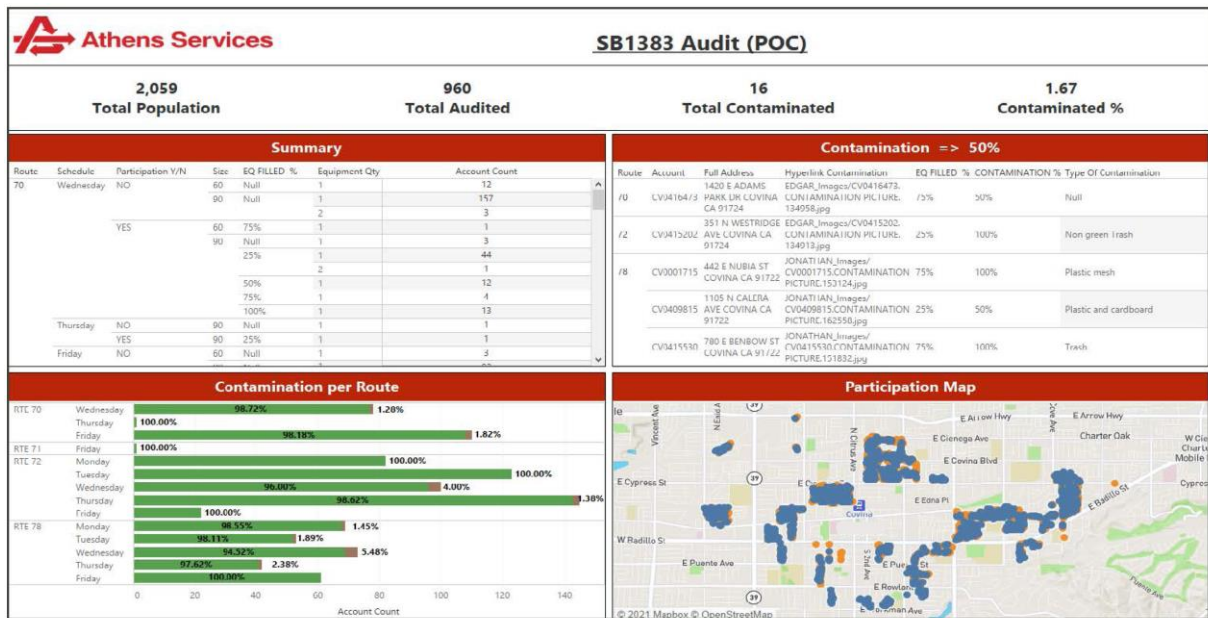
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Cancel



AUDIT APP

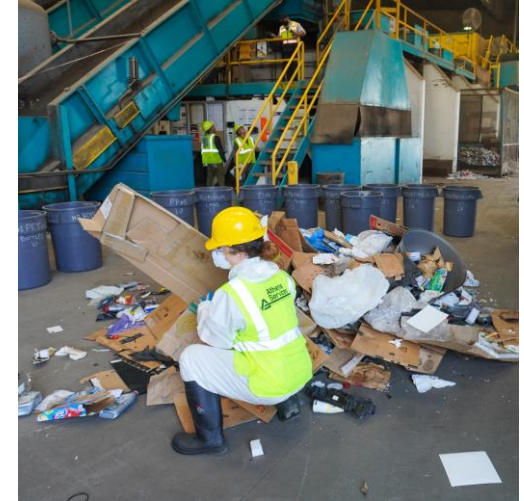
Route Audits



Audit report from a similar City.

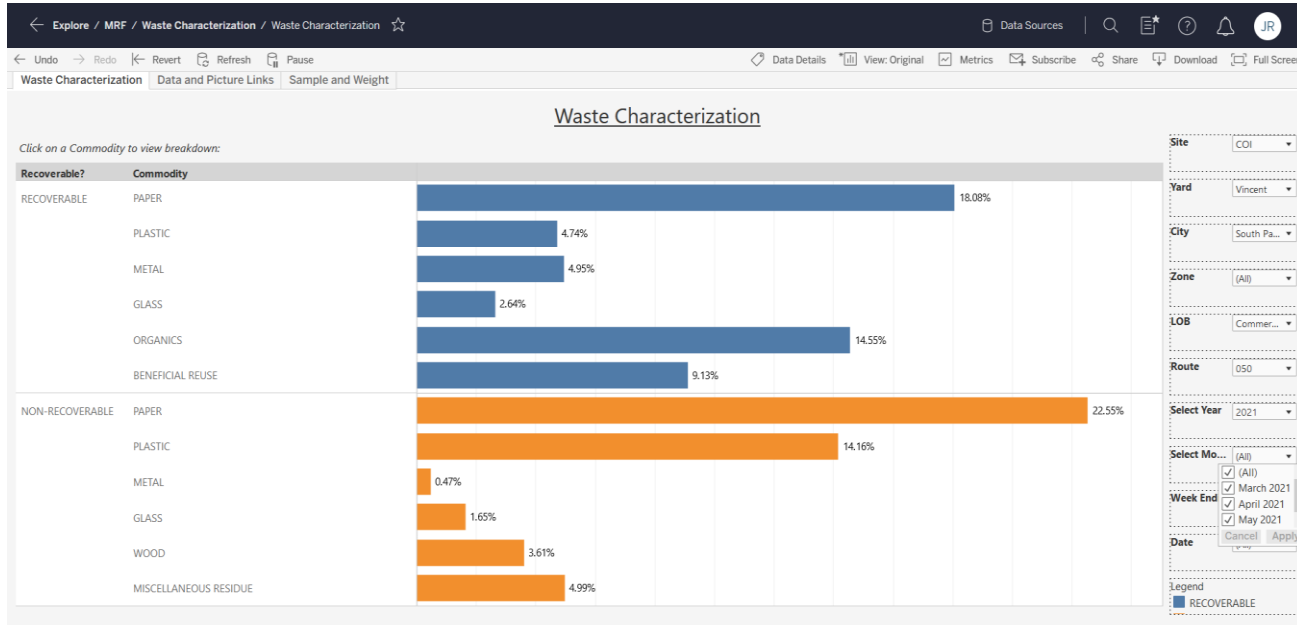
WASTE STREAM ANALYSIS

Waste Characterizations



WASTE CHARACTERIZATION RESULTS

Waste Characterizations



OUTREACH MATERIALS

Outreach



In-person

- Presentations & Training
- Waste Assessments
- Community Events & Meetings



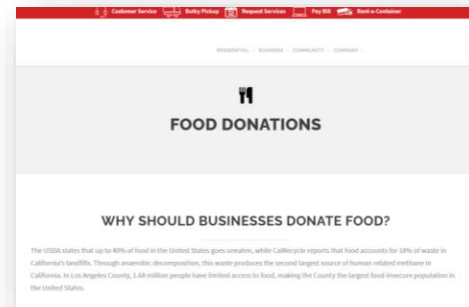
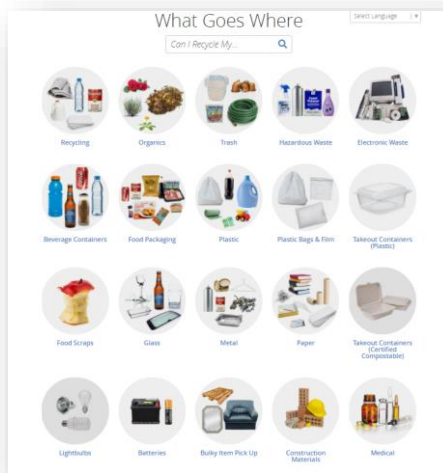
Digital/electronic

- Interactive Recycling Website (Recyclist)
- Instructional Videos
- Social Media



Print

- Signage
- Container Labeling
- Newsletter Articles



Instagram



LinkedIn



Twitter



Facebook



YouTube

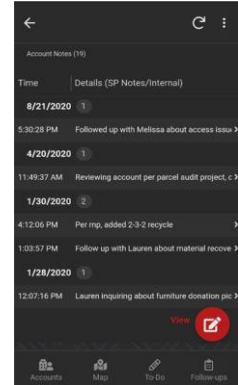
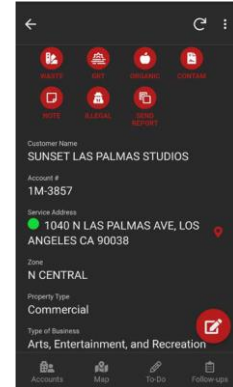
OUTREACH APP

TRACKING OUTREACH & EDUCATION VIA APP

- Contact name, service/billing addresses, and service levels
- 3rd party collection, self-haul, & food donation/partnership
- Signage, containers, and training offered/given
- Photos of bin locations, enclosures, and inside the containers

WAIVERS FOR PARTICIPATION

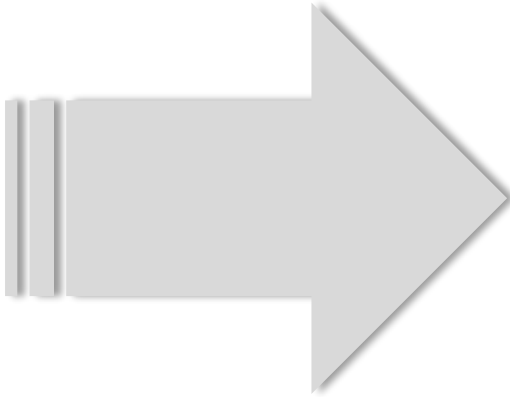
- De Minimis
- Physical Space
- Collection Frequency



DATA MANAGEMENT

Data & Reporting

*Athens/West Covina Portal will
contain data relating to:*



- Residential Audits
- Commercial Audits
- Waste Characterizations
- Contamination Fines
- Food Recovery
- Outreach Efforts
- Customer Visits
- Program Waivers
- Customer Logs
- Procurement

PROCUREMENT: RNG & COMPOST

Procurement

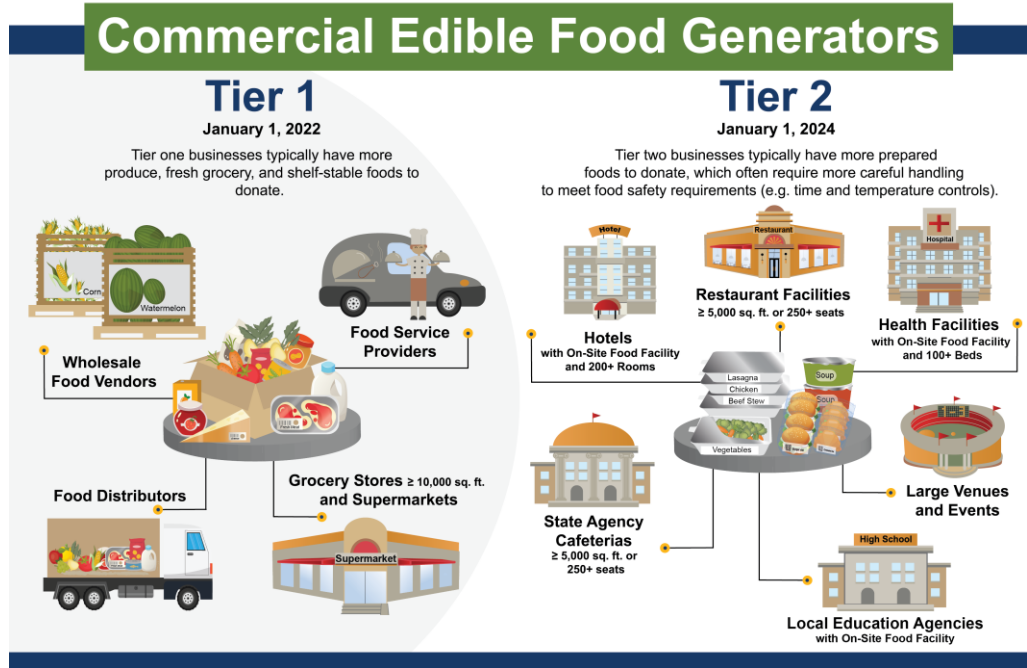
- Athens will utilize Renewable Natural Gas (RNG) in collection vehicles to count towards the City's procurement target.
- Athens provided compost for giveaways and City use



FOOD RECOVERY

Subject Businesses

- Identify Tier 1 & 2 food generators and food recovery partners.
- Provide education and outreach needed for food generators.



PROPOSED OPTIONS: OPTION 1

- One time 25% Increase to Residential Rates
- No Adjustment to Commercial Rates
- Change annual adjustment mechanism to the trash Index
- Clean-Up the Commercial Rate Matrix

Rate Comparison (Lump Sum)	RESIDENTIAL					
CITY	Current	July-23	July-24	July-25	July-26	July-27
WEST COVINA						
OPTION 1	\$41.47	\$ 53.08	\$ 54.67	\$ 56.32	\$ 58.00	\$ 59.75
AZUSA	\$ 38.01	\$ 40.40	\$ 42.11	\$ 43.88	\$ 45.73	\$ 47.66
COVINA	\$ 40.73	\$ 44.22	\$ 46.09	\$ 48.04	\$ 50.06	\$ 52.18
GLENDORA	\$ 41.10	\$ 43.69	\$ 45.20	\$ 46.77	\$ 48.39	\$ 50.07
IRWINDALE	\$ 38.09	\$ 42.78	\$ 43.84	\$ 44.92	\$ 46.03	\$ 47.16
TEMPLE CITY	\$ 44.99	\$ 47.64	\$ 49.29	\$ 51.00	\$ 52.77	\$ 54.60

Combined COM & ORG					
Current	July-23	July-24	July-25	July-26	July-27
\$282.02	\$ 290.48	\$ 299.20	\$ 308.18	\$ 317.42	\$ 326.95
\$ 329.37	\$ 350.09	\$ 364.86	\$ 380.26	\$ 396.31	\$ 413.03
\$ 316.60	\$ 338.10	\$ 352.36	\$ 367.23	\$ 382.73	\$ 398.88
\$ 338.09	\$ 359.36	\$ 371.83	\$ 384.73	\$ 398.08	\$ 411.89
\$ 409.05	\$ 446.36	\$ 457.38	\$ 468.68	\$ 480.25	\$ 492.12
\$ 284.37	\$ 301.12	\$ 311.57	\$ 322.38	\$ 333.57	\$ 345.14

PROPOSED OPTIONS: OPTION 2

- **No** Residential Rate Adjustment
- One time 15% Increase to Commercial Rates
- A temporary + 1% to the annual rate adjustment (15Yrs Only)
- Change annual adjustment mechanism to the trash Index
- Clean-Up the Commercial Rate Matrix

Rate Comparison (Lump Sum)	RESIDENTIAL					
CITY	Current	July-23	July-24	July-25	July-26	July-27
WEST COVINA						
OPTION 2	\$41.47	\$ 43.13	\$ 44.85	\$ 46.65	\$ 48.51	\$ 50.46
AZUSA	\$ 38.01	\$ 40.40	\$ 42.11	\$ 43.88	\$ 45.73	\$ 47.66
COVINA	\$ 40.73	\$ 44.22	\$ 46.09	\$ 48.04	\$ 50.06	\$ 52.18
GLENDORA	\$ 41.10	\$ 43.69	\$ 45.20	\$ 46.77	\$ 48.39	\$ 50.07
IRWINDALE	\$ 38.09	\$ 42.78	\$ 43.84	\$ 44.92	\$ 46.03	\$ 47.16
TEMPLE CITY	\$ 44.99	\$ 47.64	\$ 49.29	\$ 51.00	\$ 52.77	\$ 54.60

Combined COM & ORG					
Current	July-23	July-24	July-25	July-26	July-27
\$ 282.02	\$ 335.61	\$ 349.03	\$ 362.99	\$ 377.52	\$ 392.62
\$ 329.37	\$ 350.09	\$ 364.86	\$ 380.26	\$ 396.31	\$ 413.03
\$ 316.60	\$ 338.10	\$ 352.36	\$ 367.23	\$ 382.73	\$ 398.88
\$ 338.09	\$ 359.36	\$ 371.83	\$ 384.73	\$ 398.08	\$ 411.89
\$ 409.05	\$ 446.36	\$ 457.38	\$ 468.68	\$ 480.25	\$ 492.12
\$ 284.37	\$ 301.12	\$ 311.57	\$ 322.38	\$ 333.57	\$ 345.14

PROPOSED OPTIONS: OPTION 3

- **No** Residential Rate Adjustment
- One time 8% Increase to Commercial Rates
- Trash Index +1% for annual rate adjustment
- Clean-Up the Commercial Rate Matrix

Rate Comparison (Lump Sum)	RESIDENTIAL					
CITY	Current	July-23	July-24	July-25	July-26	July-27
WEST COVINA						
OPTION 3	\$41.47	\$ 43.13	\$ 44.85	\$ 46.65	\$ 48.51	\$ 50.46
AZUSA	\$ 38.01	\$ 40.40	\$ 42.11	\$ 43.88	\$ 45.73	\$ 47.66
COVINA	\$ 40.73	\$ 44.22	\$ 46.09	\$ 48.04	\$ 50.06	\$ 52.18
GLENDORA	\$ 41.10	\$ 43.69	\$ 45.20	\$ 46.77	\$ 48.39	\$ 50.07
IRWINDALE	\$ 38.09	\$ 42.78	\$ 43.84	\$ 44.92	\$ 46.03	\$ 47.16
TEMPLE CITY	\$ 44.99	\$ 47.64	\$ 49.29	\$ 51.00	\$ 52.77	\$ 54.60

Combined COM & ORG					
Current	July-23	July-24	July-25	July-26	July-27
\$ 282.02	\$ 315.86	\$ 328.50	\$ 341.64	\$ 355.31	\$ 369.52
\$ 329.37	\$ 350.09	\$ 364.86	\$ 380.26	\$ 396.31	\$ 413.03
\$ 316.60	\$ 338.10	\$ 352.36	\$ 367.23	\$ 382.73	\$ 398.88
\$ 338.09	\$ 359.36	\$ 371.83	\$ 384.73	\$ 398.08	\$ 411.89
\$ 409.05	\$ 446.36	\$ 457.38	\$ 468.68	\$ 480.25	\$ 492.12
\$ 284.37	\$ 301.12	\$ 311.57	\$ 322.38	\$ 333.57	\$ 345.14

QUESTIONS?



**AMENDMENT NO. 12
TO THE AMENDED AND RESTATED
AGREEMENT BETWEEN
THE CITY OF WEST COVINA
AND ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTES AND OTHER COMPOSTABLES, AND ORGANICS**

THIS AMENDMENT NO. 12 TO THE AMENDED AND RESTATED AGREEMENT FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES, AND ORGANICS (“Amendment” or “Amendment No. 12”) effective as of the date specified in Section 1 hereof, is made and entered into by and between the City of West Covina (“City”) and Arakelian Enterprises, Inc., dba Athens Services (“Contractor”). City and Contractor are hereafter referred to as the “Parties.”

RECITALS

A. WHEREAS, City and Contractor have previously entered into that certain Amended and Restated Agreement, dated June 2, 1999, concerning waste and recyclable collection in the City (hereinafter, “Original Agreement”). The Original Agreement was later amended by that certain Amendment No. 1, dated March 21, 2001; by that certain Amendment No. 2, dated May 27, 2002; by that certain Amendment No. 3, dated September 23, 2003; by that certain Amendment No. 4, dated March 30, 2004; by that certain Amendment No. 5, dated June 7, 2007; by that certain Amendment No. 6, dated December 4, 2007; by that certain Amendment No. 7, dated August 20, 2008; by that certain Amendment No. 8, dated August 20, 2008; by that certain Amendment No. 9, dated November 1, 2012; that certain Amendment No. 10, dated November 10, 2016; and that certain Amendment No. 11, dated October 24, 2018 (collectively, “Prior Amendments”). The Original Agreement and Prior Amendments are collectively referred to herein as the “Agreement.”

B. WHEREAS, Public Resources Code § 40000 et seq., declares it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions;

C. WHEREAS, the Legislature enacted certain new laws pertaining or relating to solid waste handling with which City must comply, including Assembly Bill Nos. 341, 901, 1594, 1826, and Senate Bill Nos. 341 and 1383, creating the need for the City to improve efforts to divert solid waste from landfills, including recyclable materials and organic waste;

D. WHEREAS, the foregoing necessitates modified or additional services in order to bring City into compliance with applicable law and ensure integrated, Citywide waste management programs with the implementation of a Citywide organic waste collection program;

E. WHEREAS, the City Council has determined that it is in the best interest of the City for Contractor to implement the changes pertaining to the provision of services specified in this Amendment to meet the aims of the City’s compliance and environmental objectives; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

TERMS

1. **Amendment Effective Date.** Except as otherwise specified in this Amendment, the Amendment shall be effective as of July 1, 2023 with the same force and effect as if this Amendment had been executed on that date.

2. **Amendment Definitions.** Unless otherwise specified, all capitalized terms in this Amendment shall refer to those defined terms specified in Chapter 12, Article IV (Mandatory Organic Waste Disposal Reduction) of the West Covina Municipal Code (“SB 1383 Ordinance”) and 14 California Code of Regulations Section 18982. In the event of a conflict between a definition in this Amendment and a definition in 14 California Code of Regulations Section 18982, the definition in Section 18982 shall control.

3. **Revised SB 1383 Definitions.** Unless specified otherwise, the following terms in the Agreement in Section 1 of the Agreement are hereby amended to have the meanings specified in the SB 1383 Ordinance: (i) the term “yard waste” in the Agreement shall mean “Organic Waste,” as defined in the SB 1383 Ordinance; (ii) the terms “commercial” and “industrial” shall mean “Commercial,” as defined in the SB 1383 Ordinance; and (iii) the term “residential” shall mean “Single Family,” as defined in the SB 1383 Ordinance. For the avoidance of doubt, Commercial includes multifamily dwellings with five (5) or more units and Single Family includes multifamily dwellings with fewer than five (5) units.

4. **SB 1383 Program.** Sections 5.11 and 5.13 and Exhibit A are hereby deleted in their entirety. A new Section 5.17 is hereby added to the Agreement as provided below. A new Exhibit A is also hereby added to Agreement, as provided in Attachment 1 to this Amendment, and incorporated herein by reference.

5.17 SB 1383 Program

A. **SB 1383 Program.** Beginning July 1, 2023 Contractor will conduct collection, transportation, and processing for source separated Organic Waste generated at all Single Family and Commercial premises. Such service shall be conducted in accordance with Contractor’s SB 1383 program specified in Exhibit A attached hereto and incorporated herein by reference.

B. **Transition to Three-Container Collection Service.** Notwithstanding any provision in this Agreement to the contrary, if Contractor deems necessary, Contractor may transition Single Family and Commercial customers to a Citywide source-separation collection program in which each customer will receive at least one container for Solid Waste, one container for Organic Waste, and one container for Recyclables (“Transition”), provided that affected customers are not charged any additional fees in connection with the Transition. To initiate the Transition, Contractor must provide ninety (90) day written notice to City and sixty (60) days written notice to customers prior to the

planned delivery of containers. Upon notice to City, City and Contractor will cooperate, and if deemed necessary by the parties to mandate Three-Container Collection Service, as defined in the SB 1383 Ordinance, the City Council will consider any changes to City's SB 1383 Ordinance to ensure customer participation in Three-Container Collection Service.

5. **Service Rates and Review.** Article 8, inclusive of each section therein, is hereby deleted in its entirety and replaced with the following:

8.1 Rates

A. **Maximum Service Rates.** Rates for all services provided to customers covered by this Agreement shall be as specified in Exhibit E of this Agreement, subject to adjustment as permitted pursuant to this Agreement.

B. **Annual Rate Adjustment.** Beginning July 1, 2024, and annually thereafter on each July 1, the rates provided in Exhibit E shall be automatically adjusted annually by the by the percentage increase the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHGO2) U.S. City Average (not seasonally adjusted) as may be amended or renamed and replaced from time to time by the United States Bureau of Labor Statistics, or an equivalent index approved by mutual agreement in the event said index is no longer published, for the prior 12-month period (March of the current year to March of the prior year) plus one percent (1%) (i.e., Trash CPI +1). ("Annual Rate Adjustment").

8.2 Intentionally omitted

8.3 Special Rate Adjustments

Contractor may apply to the City Council for consideration of a special, interim rate review should an event or circumstance arise which results in an increase in the cost of operations by Contractor. A final determination concerning an application for special, interim rate review shall be considered by the City Council within sixty (60) days of Contractor's request, unless extended by mutual agreement between the Parties, and shall not be unreasonably denied upon Contractor's demonstration that (i) an event or circumstance occurred or will occur which is not reasonably foreseeable, and is not a usual business risk of Contractor; (ii) an event or circumstance occurred or will occur which is beyond the control of Contractor; (iii) it is necessary for Contractor to make a substantial change in its operation, or substantial capital investment, in order to perform its obligations under this Agreement or to meet the requirements of applicable law or regulation; or (iv) changes to Contractor's operations within the City are required due to a change in law. Nothing in this Agreement shall be construed as obligating Contractor to provide additional or modified services prior to City and Contractor having first agreed in writing to any such change.

8.4 Publication of Rates

Contractor shall provide prior written notice to subscribers of rate changes, which notice may be provided with, or as part of a regular billing. Contractor may provide a schedule of tipping fees along with customer billings.

8.5 **Proposition 218**

A. **Hearings.** At the City's election, and without admitting the applicability of Proposition 218 to this Agreement, City may conduct the hearings with respect to the approval or adjustment of the rates specified in Exhibit E in accordance with Proposition 218, and if such hearings commence, the City Council shall agendize a vote to approve or adjust such rates, including but not limited to, if necessary, the continuation of the Annual Rate Adjustment, in accordance with Government Code Section 53756 and Article XIII D, Section 6(a) of the California Constitution, as applicable.

B. **Rate Invalidation Procedures.** In the event that City is unable, by operation of applicable state or federal law, or a valid majority protest pursuant to Proposition 218, to approve or implement any rate increase due to Contractor under this Agreement, in whole or in part, including but not limited to the continuation of the Annual Rate Adjustment, City must provide thirty (30) days written notice to Contractor identifying such prohibition or disallowance, with a written justification explaining why City is prohibited or disallowed from approving or implementing an adjustment of rates in whole or in part ("Invalidation Notice"). Upon Contractor's receipt of an Invalidation Notice, City and Contractor shall immediately meet and confer and agree to discuss a revised rate adjustment that may be acceptable; corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Contractor for the total amount due to Contractor that would have been recovered but for denial or prohibition of a rate adjustment relating to the same; and/or City paying to keep identified services and programs that may be removed or reduced. If City and Contractor do not reach an agreement within ninety (90) days of the Contractor's receipt of the Invalidation Notice, or as extended by mutual agreement of the Parties, Contractor will immediately offset the total loss associated with the invalidated rate(s) from the amounts otherwise due to City or if the amounts otherwise due to City do not cover such total loss, offset other amounts otherwise due to City ("Invalidation Offset"). If Contractor offsets the amounts due, then Contractor shall provide monthly reports to the City Manager that provide the total amounts being offset. Such monies may be refunded to City upon mutual written agreement between the Parties. Contractor may terminate the Agreement without cause or penalty, provided that Contractor provides at least one-hundred eighty (180) days' prior written notice of termination and, during such period, cooperates with City to transition services to City or its designee. Contractor's rights hereunder are in addition to any other rights of Contractor upon the invalidation of rates that would otherwise be due to Contractor.

6. **Maximum Rate Schedule.** Exhibit E of the Agreement shall be deleted in its entirety and replaced with **Attachment 2** to this Amendment and incorporated herein by reference.

7. **Due Execution.** The person(s) executing this Amendment on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party; (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment; and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

8. **Entire Amendment.** This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

9. **Full Force and Effect.** Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall apply.

10. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original.

[Signature page follows]

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth below.

CITY OF WEST COVINA

ARAKELIAN ENTERPRISES, INC., a
California corporation

INSERT

Mayor

Ron Arakelian III

Executive Officer

Date

Date

ATTEST:

INSERT

City Clerk

Date

APPROVED AS TO FORM:

INSERT

City Attorney

Date

[Amendment Attachment 1]

Exhibit A

SB 1383 Program

1. **General.** As provided herein, Contractor shall (i) provide account site visits and reviews, and the tracking thereof; (ii) support City public education and outreach efforts; (iii) meet with CalRecycle staff; (iv) provide Organic Waste tonnage data to both City and CalRecycle; and (v) provide Organic Waste collection services.

2. **Default Organic Waste Service.**

A. **Residential.** Contractor shall collect source separated Organic Waste from all Green Containers provided to Single Family customers. Contractor shall provide (i) one (1) 96-gallon for commingled Solid Waste and Recyclables; and (ii) one (1) 96-gallon container for source-separated Organic Waste. Condominiums or Single Family premises that use individual containers for each unit will be provided one (1) 64-gallon container for commingled Solid Waste and Recyclables. Contractor may also make 64-gallon containers available to customers at Single Family premises that do not reside in condominiums or similar multi-family premises.

B. **Commercial.** For Commercial customers, Contractor shall collect one (1) 35-gallon cart for source separated Organic Waste once per week. Based on a waste assessment performed by Contractor, Contractor may adjust the foregoing default level of service to any one of the following container types: (i) 64-gallon cart; (ii) 1.5 to 2 cubic yard bin; and (iii) roll-off container with a capacity of 10 or more cubic yards. Additional Organic Waste containers or Organic Waste containers with volumes greater than 64-gallons will be subject to additional charges as specified in Exhibit E.

C. **Roll-out service.** Contractor shall provide container roll-out service for disabled customers at no charge, as specified in Section 5.3 of the Agreement. Contractor shall also provide a roll-out service to any non-disabled customer who requests such a service. Said service shall be subject to additional charge as specified in Exhibit E.

D. **Acceptable Materials.** Notwithstanding any provision in this Agreement to the contrary, the Organic Waste and Recyclables that are to be accepted for collection by Contractor are set forth in Exhibits A.1 and A.2, respectively. City and Contractor agree that the list of acceptable Organic Waste and Recyclables may be modified from time to time with the written approval of City.

E. **Collection Routes.** To the extent permitted by applicable law, Contractor may collect source separated Organic Waste from multiple cities within one Organic Waste route and, if so, will report to City source-separated Organic Waste tonnage among the cities by volume or other metric required by applicable law.

F. **Service Selection and Changes.** Contractor will determine, and may reduce or increase, any Organic Waste service level, including service frequency and container selection, based on inspection, audit, or review at any time, subject to City review and disapproval.

Contractor may assess additional charges for Organic Waste services above the default container level and/or above the minimum collection frequency for a given customer.

G. Delinquencies. Contractor may assess penalties for late payments and collection of delinquent accounts, including but not limited to payments for Organic Waste service. Contractor may discontinue service to any customer where payment for services rendered is delinquent for sixty (60) days or more. Contractor shall notify the customer and City in writing of its intent to discontinue service not less than ten (10) business days before such discontinuation shall occur.

3. Education and Outreach. Contractor shall provide, and City must approve, education and outreach activities and to create and disseminate educational materials to customers in compliance with 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide the education information required in 14 CCR Section 18985.1 by providing regularly scheduled notices, education materials, billing inserts, or other information disseminated to customers. Contractor shall maintain records of its education and outreach activities and provide this information upon request to City. As outlined in this section, City has a shared responsibility to cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

4. Reporting. Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste services performed by Contractor and assist City in reporting such information. As part of its obligations with respect to the foregoing and under Section 14 of the Agreement, Contractor will provide an annual report of the following: (i) the tons of Organic Waste collected by route, with map of routes; (ii) the total number of generators that receive each type of Organic Waste collection service provided by Contractor; (iii) the number of Organic Waste collection containers distributed by size and customer type; and (iv) annual totals of Organic Waste processed including facility name and location. Contractor shall provide other records to City within ten (10) business days of a request. Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to validate Contractor performance in accordance with the Organic Waste program specified in this Exhibit.

5. Provision of Recovered Organic Waste Products. Contractor will assist the City in securing sufficient quantities of Compost, mulch, and/or California-derived Renewable Natural Gas (“CRNG”) to meet the City’s required annual per capita procurement of products produced in accordance with 14 CCR § 18993.1. Contractor may meet this obligation by one or more of the following activities, as determined by Contractor: (i) the use of CRNG in collection vehicles, provided such CRNG complies with 14 CCR § 18993.1; or (ii) the provision of Compost or mulch for distribution on a date and time mutually agreed upon by the Parties. Should City request Contractor provide a specific mixture of Compost, mulch, other or additional biofuels, or different forms of electricity needed for City to satisfy its procurement requirements under the applicable law, City and Contractor shall meet and confer to discuss an amendment to the Agreement prior to such procurement. City shall notify Contractor as soon as practicable of any third-party request under the California Public Records Act Request (excluding any request by CalRecycle) to review or copy records relating to this Section 5 of the Exhibit, at which time Contractor shall have an opportunity to ensure such information is protected from disclosure, through redactions, or if City

determines that such information should be disclosed, City shall provide three (3) business days' notice to Contractor, in which event Contractor may seek a court order enjoining that release.

6. **Containers.**

A. **Container Color.** Notwithstanding any provision in this Agreement to the contrary, all containers provided by Contractor to customers must comply with the color requirements specified in 14 CCR Section 18984.7 under the timelines and requirements of such section. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each container type, as follows: (i) Black Container bodies and/or lids shall be black or gray; (ii) Blue Container bodies and/or lids shall be blue; and (iii) Green Container bodies and/or lids shall be green. Hardware such as hinges and wheels on the containers may be a different color than specified herein.

B. **Container Labeling.** Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new container that has been provided by Contractor to a customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that container. Imprints or labels shall clearly indicate items that are Prohibited Container Contaminants for each container.

C. **Cleaning, Painting, Maintenance.** Contractor shall replace, clean or repaint all Commercial containers as deemed necessary by the City Manager but no more than once every twelve (12) months so as to present a clean appearance. The City shall provide at least two (2) business days written notice prior to any requested date to replace, clean, or repaint such containers. Contractor shall maintain all containers in a functional condition and shall remove graffiti immediately.

D. **Repair and Replacement.** Contractor shall repair or replace all residential and Commercial containers damaged by collection operations.

7. **Facilities.**

A. **Disposal Facilities.** No later than July 1, 2023, Contractor shall submit a list of all facilities it intends to utilize in connection with the transportation, disposal, and/or processing of Solid Waste.

B. **Recyclables Facilities.** No later than July 1, 2023, Contractor shall submit a list of all facilities it intends to utilize in connection with the transportation, disposal, and/or processing of Recyclables.

C. **Organic Waste Facilities.** No later than July 1, 2023, Contractor shall submit a list of all facilities it intends to utilize in connection with the transportation, disposal, and/or processing of source-separated Organic Waste. Source-separated Organic Waste shall be diverted to an Organic Waste Processing Facility.

D. **Recordkeeping.** Contractor shall maintain accurate records of the quantities of Solid Waste, Recyclables, and Organic Waste transported to the appropriate processing facility, if transported to a processing facility, and as applicable to the disposal site. Contractor will

cooperate with City in any audits or investigations of such recorded quantities. Contractor shall devise a method approved by City to identify the diversion rate for City for the waste stream processed by Contractor and such method should be responsive to requests made by CalRecycle. Contractor has the right to retain any materials collected under the franchise and retain any payments therefor.

8. **Route Reviews.** Contractor shall on a quarterly basis, commencing January 1, 2024, conduct Contractor route reviews for Prohibited Container Contaminants consistent with and as defined in 14 CCR Section 18984.5(b) in a manner deemed safe by Contractor. Containers may be randomly selected along hauler routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

9. **Facilities Waste Evaluations.** Contractor shall at least twice per year but no more than quarterly, commencing January 1, 2024, conduct waste evaluations that meet the requirements of 14 CCR Section 17409.5.1 with respect to waste delivered to a Contractor-owned or -controlled facility or with respect to information otherwise accessible to Contractor that permits it to perform characterization studies. City maintains the right to observe, or hire a third party to observe, the waste evaluations.

10. **Contamination Protocols.** In order to prevent Prohibited Container Contaminants, Contractor shall implement the protocols, as specified herein.

A. **First Contamination Event.** Upon the first discovery of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the contaminated waste if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a “Contamination Violation Notice” to any container with contaminated waste. Contractor shall also report issuance of any such notices to City. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and Contractor must notify the customer by phone, by U.S. mail, by email, in person, or by tag, of the following: (i) for the third and subsequent discovery of Prohibited Container Contaminants, the customer may be charged a contamination fee for each contaminated container, and (ii) for the fifth and subsequent discovery of Prohibited Container Contaminants, the customer may be charged a contamination fee for each contaminated container and Contractor may increase the size of the customer’s container or require an additional container(s). Contractor must also contact the Customer by phone, by U.S. mail, by email, in person, or by tag, to ensure that the customer has the appropriate level of service for proper collection of waste.

B. **Second Contamination Event.** Upon the second discovery of Prohibited Container Contaminants within a given calendar year starting January 1, the protocols specified for a first contamination event shall apply.

C. **Third Contamination Event.** Upon the third discovery of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. Contractor may also elect to charge the then-maximum contamination fee for the contamination

event. For any assessed contamination fee, Contractor must provide digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants to customer and City.

D. Fourth Contamination Event. Upon the fourth discovery of Contamination within a given calendar year starting January 1, the protocols specified for a third contamination event shall apply.

E. Five or More Contamination Events. Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and charge a contamination fee for each event. For any assessed contamination fee, Contractor must provide digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants to customer and City. Upon five (5) business days' notice to City and the customer, Contractor may (i) increase the size of the customer's container, require additional containers to accommodate excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose a contamination fee equal to fees for a period of six (6) months or until the customer has demonstrated Prohibited Container Contaminants are not in containers for a period of three (3) consecutive months; and/or (iii) provide notice that Contractor has recommended that City commence any applicable code enforcement action against the customer. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending customers.

F. Disputes. If a customer disputes, in writing, an assessment of a contamination fee within thirty (30) days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the City Manager to resolve the dispute. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) business days of a customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the City Manager will rule on the dispute within ten (10) business days, and the City Manager's decision on resolving the dispute between customer and Contractor will be final.

11. Edible Food Recovery.

A. Identification of Commercial Edible Food Generators. No later than January 1, 2024 and annually every January 1 thereafter, Collector shall assist City in identifying customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generator and provide to City a list of such customers, which shall include the following information: customer name, service address, contact information, Tier One or Tier Two classification, and type of business.

B. Identification of Edible Food Recovery Organizations. To support City's efforts to promote Edible Food Recovery programs, Collector shall maintain, and update annually each January 1, a list of Food Recovery Organizations and Food Recovery Services and information about Edible Food Recovery on Collector's website, which is specific to City and shall provide a link to information about City's Edible Food Recovery programs on Collector's website.

C. Maintain and Promote Listings. Collector shall cooperate with and assist City with the distribution of information to Commercial Edible Food Generators regarding City's Edible Food Recovery programs.

12. Waivers. Upon Contractor's request, City may provide Contractor waivers as follows: (a) in the event of a disaster, City may grant Contractor a waiver of some or all discarded materials collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle; (b) Contractor may, but is not required to, separate or recover Organic Waste that City removes from homeless encampments and illegal disposal sites as part of an abatement activity to protect public health and safety; and/or (c) Contractor may dispose of rather than process specific types of Organic Waste and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until City provides notice that the quarantine has been removed and directs Contractor to transport the materials to facilities designated by Contractor for such material.

13. Organic Waste Ordinance; Enforcement. City will implement and enforce an Organic Waste ordinance that complies with SB 1383 and its implementing regulations, as applicable. City's enforcement of the City's Organic Waste ordinance includes, but is not limited to: sending cease and desist letters at Contractor's request and third parties engaged in violating the City's ordinance; taking code enforcement action against who continue to violate the City's ordinance; and initiating any legal actions against violators of the City's Organic Waste ordinance. Contractor shall not be liable for any claims, actions, obligations, demands, damages, liabilities, costs, or expenses for any damages or injuries caused by or arising from (i) the failure of Customers to accept Organic Waste collection services, or (ii) the suspension or termination of services upon nonpayment in whole or in part by customers, provided Contractor reports such instances of noncompliance or nonpayment to City for code enforcement.

EXHIBIT A.1
LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Weeds
- Lumber*
- Scrap wood*
- Plywood*

**Not painted or treated*

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)
- Medication
- Palm fronds
- Paper napkins with cleaning chemicals
- Paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins
- kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

**Must be 100% fiber-based. No materials with plastic, wax, or bioplastic coating, liner, or lam*

EXHIBIT A.2
LIST OF ACCEPTABLE RECYCLABLE MATERIALS

PLASTICS

- Plastics number 1 as bottle or clamshell
- Plastics numbers 2, 4, 5, and 7
- Soda, juice, and water bottles
- Beverage and detergent jugs

METALS

- Aluminum foil and pie tins (clean)
- Scrap metal
- Steel cans, dishware, etc.
- Tin and aluminum cans

PAPER

- Paper (clean and dry, white and mixed color)
- Envelopes
- File folders (paper only)
- Junk mail and magazines
- Newspaper
- Paper grocery bags
- Telephone books

Acceptable (but may not be recycled):

- Cereal boxes (no plastic insert)
- Egg cartons (paper only and clean)
- Frozen food boxes
- Soup, milk, and juice cartons

CARDBOARD (or similar)

- Cardboard and corrugated boxes

GLASS

- Amber, green, and mixed-color glass
- Clear food glass jars
- Soda, tea, and liquor bottles

No window glass, porcelain, or non-food-related glass.

[Amendment Attachment 2]

Exhibit E

Maximum Rate Schedule

DRAFT

CITY OF WEST COVINA

Schedule of Rates - Exhibit E

Effective July 1, 2023

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
<u>Residential & Multi-Family Cans:</u>				
2 Can 96/96	40.15	4.46	0.14	44.75
2 Can 64/96	34.08	3.79	0.14	38.01
2 Can 96/96 (Low Income Senior Discount)	25.16	2.80	0.14	28.10
2 Can 64/96 (Low Income Senior Discount)	21.49	2.39	0.14	24.02
Condo/Apartments - 64 Gallon	34.08	3.79	0.14	38.01
Condo/Apartments - 96 Gallon	40.52	4.50	0.14	45.16
<u>Scout Service - Bin:</u>				
<u>1 Yard Scout Bin</u>				
1x	203.94	22.66	6.00	232.60
2x	383.81	42.65	11.30	437.76
3x	563.68	62.63	16.60	642.91
4x	743.54	82.62	21.89	848.05
5x	923.41	102.60	27.19	1,053.20
6x	1,103.28	122.59	32.49	1,258.36
7x	1,283.15	142.57	37.78	1,463.50
<u>1.5 Yard Scout Bin</u>				
1x	228.46	25.38	6.73	260.57
2x	431.01	47.89	12.69	491.59
3x	633.55	70.39	18.65	722.59
4x	836.10	92.90	24.62	953.62
5x	1,038.65	115.41	30.58	1,184.64
6x	1,241.19	137.91	36.55	1,415.65
7x	1,443.74	160.42	42.51	1,646.67
<u>3 Yard Scout Bin</u>				
1x	301.75	33.53	8.88	344.16
2x	572.33	63.59	16.85	652.77
3x	842.91	93.66	24.82	961.39
4x	1,113.49	123.72	32.79	1,270.00
5x	1,384.07	153.79	40.75	1,578.61
6x	1,654.66	183.85	48.72	1,887.23
7x	1,925.24	213.92	56.69	2,195.85
<u>4 Yard Scout Bin</u>				
1x	351.67	39.07	10.35	401.09
2x	667.61	74.18	19.66	761.45
3x	983.55	109.28	28.96	1,121.79
4x	1,299.48	144.39	38.26	1,482.13
5x	1,615.42	179.49	47.57	1,842.48
6x	1,931.36	214.60	56.87	2,202.83
7x	2,247.30	249.70	66.17	2,563.17
<u>1 Yard Scout Compactor</u>				
1x	203.94	22.66	6.00	232.60
2x	383.81	42.65	11.30	437.76
3x	563.68	62.63	16.60	642.91
4x	743.54	82.62	21.89	848.05
5x	923.41	102.60	27.19	1,053.20
6x	1,103.28	122.59	32.49	1,258.36
7x	1,283.15	142.57	37.78	1,463.50

CITY OF WEST COVINA

Schedule of Rates - Exhibit E

Effective July 1, 2023

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
<u>1.5 Yard Scout Compactor</u>				
1x	228.46	25.38	6.73	260.57
2x	431.01	47.89	12.69	491.59
3x	633.55	70.39	18.65	722.59
4x	836.10	92.90	24.62	953.62
5x	1,038.65	115.41	30.58	1,184.64
6x	1,241.19	137.91	36.55	1,415.65
7x	1,443.74	160.42	42.51	1,646.67
<u>3 Yard Scout Compactor</u>				
1x	301.75	33.53	8.88	344.16
2x	572.33	63.59	16.85	652.77
3x	842.91	93.66	24.82	961.39
4x	1,113.49	123.72	32.79	1,270.00
5x	1,384.07	153.79	40.75	1,578.61
6x	1,654.66	183.85	48.72	1,887.23
7x	1,925.24	213.92	56.69	2,195.85
<u>4 Yard Scout Compactor</u>				
1x	351.67	39.07	10.35	401.09
2x	667.61	74.18	19.66	761.45
3x	983.55	109.28	28.96	1,121.79
4x	1,299.48	144.39	38.26	1,482.13
5x	1,615.42	179.49	47.57	1,842.48
6x	1,931.36	214.60	56.87	2,202.83
7x	2,247.30	249.70	66.17	2,563.17
<u>Commercial & Multi-Family Bins and Barrels:</u>				
<u>Trash - 5 Yard Bin:</u>				
1X	435.19	48.35	12.81	496.35
2X	821.56	91.28	24.19	937.03
3X	1,207.93	134.21	35.57	1,377.71
4X	1,594.30	177.14	46.94	1,818.38
5X	1,980.67	220.07	58.32	2,259.06
6X	2,367.05	263.01	69.70	2,699.76
7X	2,753.42	305.94	81.07	3,140.43
<u>Trash - 4 Yard Bin:</u>				
1X	334.13	37.13	9.84	381.10
2X	634.31	70.48	18.68	723.47
3X	934.50	103.83	27.52	1,065.85
4X	1,234.68	137.19	36.35	1,408.22
5X	1,534.86	170.54	45.19	1,750.59
6X	1,835.04	203.89	54.03	2,092.96
7X	2,135.23	237.25	62.87	2,435.35
<u>Trash - 3 Yard Bin:</u>				
1X	286.70	31.86	8.44	327.00
2X	543.79	60.42	16.01	620.22
3X	800.87	88.99	23.58	913.44
4X	1,057.96	117.55	31.15	1,206.66
5X	1,315.05	146.12	38.72	1,499.89
6X	1,572.14	174.68	46.29	1,793.11
7X	1,829.23	203.25	53.86	2,086.34

CITY OF WEST COVINA

Schedule of Rates - Exhibit E

Effective July 1, 2023

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
<u>Trash - 2 Yard Bin:</u>				
1X	240.85	26.76	7.09	274.70
2X	454.84	50.54	13.39	518.77
3X	668.83	74.31	19.69	762.83
4X	882.83	98.09	25.99	1,006.91
5X	1,096.82	121.87	32.30	1,250.99
6X	1,310.81	145.65	38.60	1,495.06
7X	1,524.81	169.42	44.90	1,739.13
<u>Trash - 1.5 Yard Bin:</u>				
1X	217.07	24.12	6.39	247.58
2X	409.51	45.50	12.06	467.07
3X	601.96	66.88	17.72	686.56
4X	794.40	88.27	23.39	906.06
5X	986.85	109.65	29.06	1,125.56
6X	1,179.29	131.03	34.72	1,345.04
7X	1,371.74	152.42	40.39	1,564.55
<u>Trash - 1 Yard Bin:</u>				
1X	193.77	21.53	5.71	221.01
2X	364.67	40.52	10.74	415.93
3X	535.57	59.51	15.77	610.85
4X	706.46	78.50	20.80	805.76
5X	877.36	97.48	25.83	1,000.67
6X	1,048.26	116.47	30.87	1,195.60
7X	1,219.16	135.46	35.90	1,390.52
<u>Trash - 96G Barrel:</u>				
1X	156.63	17.40	4.61	178.64
2X	309.58	34.40	9.12	353.10
3X	462.52	51.39	13.62	527.53
4X	615.47	68.39	18.12	701.98
5X	768.42	85.38	22.63	876.43
6X	921.37	102.37	27.13	1,050.87
7X	1,074.31	119.37	31.63	1,225.31
<u>Trash - 64G Barrel:</u>				
1X	148.76	16.53	4.38	169.67
2X	294.20	32.69	8.66	335.55
3X	439.65	48.85	12.95	501.45
4X	585.09	65.01	17.23	667.33
5X	730.54	81.17	21.51	833.22
6X	875.98	97.33	25.79	999.10
7X	1,021.42	113.49	30.08	1,164.99
<u>Trash - 32G Barrel:</u>				
1X	140.16	15.57	4.13	159.86
2X	279.87	31.10	8.24	319.21
3X	419.58	46.62	12.35	478.55
4X	559.29	62.14	16.47	637.90
5X	699.00	77.67	20.58	797.25
6X	844.44	93.83	24.86	963.13
7X	987.02	109.67	29.06	1,125.75

CITY OF WEST COVINA

Schedule of Rates - Exhibit E

Effective July 1, 2023

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
<u>Commercial - 4 Yard Compactor:</u>				
1X	334.13	37.13	9.84	381.10
2X	634.31	70.48	18.68	723.47
3X	934.50	103.83	27.52	1,065.85
4X	1,234.68	137.19	36.35	1,408.22
5X	1,534.86	170.54	45.19	1,750.59
6X	1,835.04	203.89	54.03	2,092.96
7X	2,135.23	237.25	62.87	2,435.35
<u>Commercial - 3 Yard Compactor:</u>				
1X	286.70	31.86	8.44	327.00
2X	543.79	60.42	16.01	620.22
3X	800.87	88.99	23.58	913.44
4X	1,057.96	117.55	31.15	1,206.66
5X	1,315.05	146.12	38.72	1,499.89
6X	1,572.14	174.68	46.29	1,793.11
7X	1,829.23	203.25	53.86	2,086.34
<u>Commercial - 1.5 Yard Compactor:</u>				
1X	217.07	24.12	6.39	247.58
2X	409.51	45.50	12.06	467.07
3X	601.96	66.88	17.72	686.56
4X	794.40	88.27	23.39	906.06
5X	986.85	109.65	29.06	1,125.56
6X	1,179.29	131.03	34.72	1,345.04
7X	1,371.74	152.42	40.39	1,564.55
<u>Recycle - 3 Yard Bin:</u>				
1X	115.94	12.88	3.41	132.23
2X	219.91	24.43	6.48	250.82
3X	323.88	35.99	9.54	369.41
4X	427.85	47.54	12.60	487.99
5X	531.82	59.09	15.66	606.57
6X	635.79	70.64	18.72	725.15
7X	739.76	82.20	21.78	843.74
<u>Recycle - 2 Yard Bin:</u>				
1X	97.40	10.82	2.87	111.09
2X	183.94	20.44	5.42	209.80
3X	270.49	30.05	7.96	308.50
4X	357.03	39.67	10.51	407.21
5X	443.57	49.29	13.06	505.92
6X	530.11	58.90	15.61	604.62
7X	616.65	68.52	18.16	703.33
<u>Recycle - 1.5 Yard Bin:</u>				
1X	87.78	9.75	2.58	100.11
2X	165.61	18.40	4.88	188.89
3X	243.44	27.05	7.17	277.66
4X	321.27	35.70	9.46	366.43
5X	399.09	44.34	11.75	455.18
6X	476.92	52.99	14.04	543.95
7X	554.75	61.64	16.33	632.72

CITY OF WEST COVINA

Schedule of Rates - Exhibit E

Effective July 1, 2023

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
<u>Recycle - 1 Yard Bin:</u>				
1X	78.36	8.71	2.31	89.38
2X	147.48	16.39	4.34	168.21
3X	216.59	24.07	6.38	247.04
4X	285.70	31.74	8.41	325.85
5X	354.82	39.42	10.45	404.69
6X	423.93	47.10	12.48	483.51
7X	493.04	54.78	14.52	562.34
<u>Recycle - Additional 96G Barrel:</u>				
1X	53.84	5.98	1.59	61.41
2X	106.42	11.82	3.13	121.37
3X	158.99	17.67	4.68	181.34
4X	211.57	23.51	6.23	241.31
5X	264.14	29.35	7.78	301.27
6X	316.72	35.19	9.33	361.24
7X	369.30	41.03	10.87	421.20
<u>Recycle - Additional 64G Barrel:</u>				
1X	51.14	5.68	1.51	58.33
2X	101.13	11.24	2.98	115.35
3X	151.13	16.79	4.45	172.37
4X	201.13	22.35	5.92	229.40
5X	251.12	27.90	7.39	286.41
6X	301.12	33.46	8.87	343.45
7X	351.12	39.01	10.34	400.47
<u>Organic - 2 Yard Bin:</u>				
1X	282.47	31.39	8.32	322.18
2X	533.44	59.27	15.71	608.42
3X	784.41	87.16	23.10	894.67
4X	1,035.38	115.04	30.49	1,180.91
5X	1,286.35	142.93	37.88	1,467.16
6X	1,537.32	170.81	45.27	1,753.40
7X	1,788.29	198.70	52.66	2,039.65
<u>Organic - 1.5 Yard Bin:</u>				
1X	254.57	28.29	7.50	290.36
2X	480.27	53.36	14.14	547.77
3X	705.97	78.44	20.79	805.20
4X	931.67	103.52	27.43	1,062.62
5X	1,157.37	128.60	34.08	1,320.05
6X	1,383.07	153.67	40.72	1,577.46
7X	1,608.78	178.75	47.37	1,834.90
<u>Organic - 1 Yard Bin:</u>				
1X	227.25	25.25	6.69	259.19
2X	427.68	47.52	12.59	487.79
3X	628.11	69.79	18.49	716.39
4X	828.54	92.06	24.40	945.00
5X	1,028.97	114.33	30.30	1,173.60
6X	1,229.40	136.60	36.20	1,402.20
7X	1,429.83	158.87	42.10	1,630.80

CITY OF WEST COVINA

Schedule of Rates - Exhibit E

Effective July 1, 2023

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
<u>Organic - Additional 64G Barrel</u>				
1X	134.34	14.93	3.96	153.23
2X	265.68	29.52	7.82	303.02
3X	397.02	44.11	11.69	452.82
4X	528.37	58.71	15.56	602.64
5X	659.71	73.30	19.42	752.43
6X	791.06	87.90	23.29	902.25
7X	922.40	102.49	27.16	1,052.05
<u>Organic - Additional 32G Barrel</u>				
1X	126.57	14.06	3.73	144.36
2X	252.73	28.08	7.44	288.25
3X	378.90	42.10	11.16	432.16
4X	505.07	56.12	14.87	576.06
5X	631.23	70.14	18.59	719.96
6X	762.58	84.73	22.45	869.76
7X	891.33	99.04	26.24	1,016.61
<u>Organic - Additional Barrel (32g / 64g):</u>				
1X	5.99	0.67	0.18	6.84
2X	5.99	0.67	0.18	6.84
3X	5.99	0.67	0.18	6.84
4X	5.99	0.67	0.18	6.84
5X	5.99	0.67	0.18	6.84
6X	5.99	0.67	0.18	6.84
7X	5.99	0.67	0.18	6.84
<u>3 Yard Temporary:</u>				
3 Day	203.34	22.59	0.00	225.93
1 Month	381.92	42.44	0.00	424.36
Extra Dump	103.63	11.51	0.00	115.14
Demurrage / Day	10.15	1.13	0.00	11.28
<u>3 Yard Temporary with Scout:</u>				
3 Day	228.56	25.40	0.00	253.96
1 Month	505.01	56.11	0.00	561.12
Extra Dump	133.99	14.89	0.00	148.88
Demurrage / Day	10.15	1.13	0.00	11.28
<u>Roll-Off</u>				
<u>Roll-Off Box:</u>				
5 Day	1,293.38	143.71	0.00	1,437.09
Demurrage / Day	25.34	2.82	0.00	28.16
Overweight	Athens Current MRF Tip Fee per Ton on all Loads over 5.0 Tons			
30 Yard Cardboard	570.36	63.37	0.00	633.73
30 Yard Recycling	522.82	58.09	0.00	580.91
40 Yard Recycling	301.01	33.45	0.00	334.46
50 Yard Recycling	285.18	31.69	0.00	316.87
Metal - Any Size	712.91	79.21	0.00	792.12
<u>Roll-Off Compactor:</u>				
5 Day	1,293.38	143.71	0.00	1,437.09
Demurrage / Day	25.34	2.82	0.00	28.16
Overweight	0.00	0.00	0.00	0.00
30 Yard Cardboard	570.36	63.37	0.00	633.73
30 Yard Recycling	522.82	58.09	0.00	580.91

CITY OF WEST COVINA

Schedule of Rates - Exhibit E

Effective July 1, 2023

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
40 Yard Recycling	301.01	33.45	0.00	334.46
50 Yard Recycling	285.18	31.69	0.00	316.87
Metal - Any Size	712.91	79.21	0.00	792.12
<u>Organic Waste:</u>				
Organics Roll-Off Haul (haul only - any size)	310.10	34.46	0.00	344.56
Organics Roll-Off Disposal (per ton)	175.43	19.49	0.00	194.92

CITY OF WEST COVINA
Schedule of Supplemental Rates - Exhibit E
Effective July 1, 2023

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
<u>Commercial Barrel:</u>	62.52	6.95	1.84	71.31
Automated 96 Gallon Black (4 unit customer - 1.5yd bin won't fit, requested 2-96 gal black - same rate as bin)	174.10	19.34	5.13	198.57
Customer Barrel (10 unit customer - continued service from start of contract)	421.36	46.82	12.41	480.59
<u>Optional and Other Charges:</u>				
<u>All Customers:</u>				
Declined Payment Charge	35.51	3.95	0.00	39.46
Account Stop Service	32.49	3.61	0.00	36.10
Account Reinstate	26.57	2.95	0.00	29.52
Account Site Estimate	8.60	0.96	0.00	9.56
Stand-By Time (each portion of 15 minutes)	45.48	5.05	0.00	50.53
Can/Cart Replacement	131.47	14.61	0.00	146.08
Customer Own Barrel Scout Service - Weekly	106.46	11.83	0.00	118.29
Barrel Cleaning Charge (Per barrel/cart)	33.61	3.73	0.00	37.34
Auto Container Change	34.61	3.85	0.00	38.46
Organic Container Contamination - Third Offense	50.00	5.56	0.00	55.56
Organic Container Contamination - Fourth Offense	100.00	11.11	0.00	111.11
Organic Container Contamination - Fifth Offense or More	250.00	27.78	0.00	277.78
<u>Residential:</u>				
Roll-Out Service (per base service)	23.05	2.56	0.00	25.61
Extra 96 Gallon - Black	8.73	0.97	0.00	9.70
Extra 96 Gallon - Green	8.73	0.97	0.00	9.70
Extra Cart- Sr Discount	6.55	0.73	0.00	7.28
Extra Pick-Up / Go-Back / Dead-Run - 96 Gallon	29.47	3.27	0.00	32.74
Extra Pick-Up / Go-Back / Dead-Run - 64 Gallon	23.05	2.56	0.00	25.61
<u>Commercial Carts:</u>				
Cart Extra Pick-Up	48.20	5.36	0.00	53.56
Roll-Out Service (per barrel charge)	23.05	2.56	0.00	25.61
<u>Commercial Bins:</u>				
Bin Delivery	97.46	10.83	0.00	108.29
Bin Removal	97.46	10.83	0.00	108.29
Bin Exchange	130.31	14.48	0.00	144.79
Bin Exchange with Metal Lids	294.63	32.74	0.00	327.37
Bin Wash-Out	130.31	14.48	0.00	144.79
Bin Extra Maintenance	99.47	11.05	0.00	110.52
Bin Go-Back or Dead-Run	71.65	7.96	0.00	79.61
Bin Extra Dump	103.62	11.51	0.00	115.13
Bin Excess Waste (overflow)	103.62	11.51	0.00	115.13
Bin Excess Weight (overweight)	103.62	11.51	0.00	115.13
Lock-Lid One-Time Set up Charge (per lock)	41.15	4.57	0.00	45.72
Lock-Lid Monthly Svc Charge (per lock x frequency)	19.65	2.18	0.00	21.83
Custom Bin Fabrication	388.51	43.17	0.00	431.68
<u>Temporary Bins:</u>				
Bin Go-Back or Dead-Run	130.31	14.48	0.00	144.79
Bin Excess Waste (overflow)	133.99	14.89	0.00	148.88
Bin Excess Weight (overweight)	133.99	14.89	0.00	148.88
Lock-Lid One-Time Set up Charge (per lock)	41.15	4.57	0.00	45.72

CITY OF WEST COVINA
Schedule of Supplemental Rates - Exhibit E
Effective July 1, 2023

	New Net Rate	New Franchise Fee	New AB 939 Surcharge	Total Rate
Roll-Off & Compactor:				
Storage Box	130.31	14.48	0.00	144.79
Tipping Bin Rental	55.44	6.16	0.00	61.60
Rocket Launcher Service	163.44	18.16	0.00	181.60
R/O Load Characterization	186.79	20.75	0.00	207.54
Relocate Box	143.28	15.92	0.00	159.20
Go-Back or Dead-Run	143.28	15.92	0.00	159.20
Permanent Box Rental (per month)	227.40	25.27	0.00	252.67
Roll-Top Rental	71.47	7.94	0.00	79.41
Plastic Liner	45.48	5.05	0.00	50.53
Impound Illegal Box (plus disposal and city fees)	974.59	108.29	0.00	1,082.88
Compactor Rental (per month)	229.24	25.47	0.00	254.71
Compactor Wash Out	351.74	39.08	0.00	390.82
8x26 Storage Box Rental (per month)	130.31	14.48	0.00	144.79

MEASURES TO COMPLY WITH CALIFORNIA SENATE BILL 1383 & AMENDMENTS TO WASTE HAULING FRANCHISE AGREEMENT

MAY 2, 2023

SENATE BILL 1383

-
- Unfunded Mandate adopted in 2016
 - Established statewide targets to reduce emissions of Short-Lived Climate Pollutants (SLCP) such as methane gas, which is emitted by organic waste
 - All cities in California must comply with this new law (unfunded mandate)

CHANGES IN SERVICES

- Per SB 1383, residents will be required to separate food waste and food-soiled paper from the trash.
 - These materials will no longer go into the trash container but will instead go into the organics (green) container, along with green waste.
 - Hauler would collect and recycle organic waste into compost that can be used to grow plants and vegetables.
 - This compost would be made available to all residents at the City's compost giveaway events.
 - Residential customers will receive additional recycling support and training.
 - Athens is expanding their outreach team, hiring additional employees to provide this support. Additionally, they have developed new tools (print and electronic) for customers to use.
 - Commercial customers will receive support on call, anytime, to help train staff.



INCREASE IN SERVICES

Compliance Requires an Increase in Services:

1. Waste Stream Analysis
2. Outreach and Education
3. Contamination Monitoring – Route Audits
4. Data Management & Reporting Support
5. Procurement
6. Food Recovery Outreach & Education
7. Organic Disposal



ATHENS CONTRACT

January 2022: SB 1383 regulations too effect, prompting changes to refuse and recycling agreement with Athens.



February 2022: Proposed amendment to the contract with expanded services was presented to City Council and tabled.



March 2022: Adopted ordinance to implement SB 1383 requirements.



June 2022: Additional options were presented to City Council. City manager was directed to continue negotiations with Athens.



Athens has since proposed 3 options with a narrowed focus to SB 1383.

ATHEN'S PROPOSAL

Option 1

One-time 25% Increase to Residential Rates

No Adjustment to Commercial Rates

Change annual adjustment mechanism to the trash Index

Option 2

No Residential Rate Adjustment

One-time 15% Increase to Commercial Rates

A temporary + 1% to the annual rate adjustment (15 Yrs Only)

Change annual adjustment mechanism to the trash Index

Option 3

No Residential Rate Adjustment

One-time 8% Increase to Commercial Rates

Trash Index +1% for annual rate adjustment

All options include:

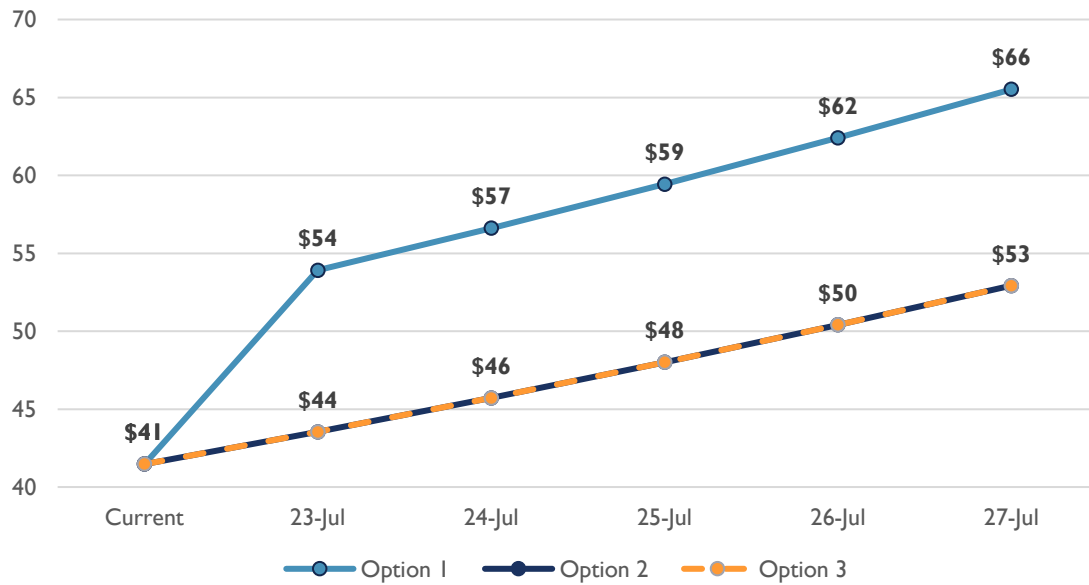
Update to the commercial rate matrix.

Option for Athens to add recycling (blue container), at a later date, without a change in cost to aid in overall diversion.

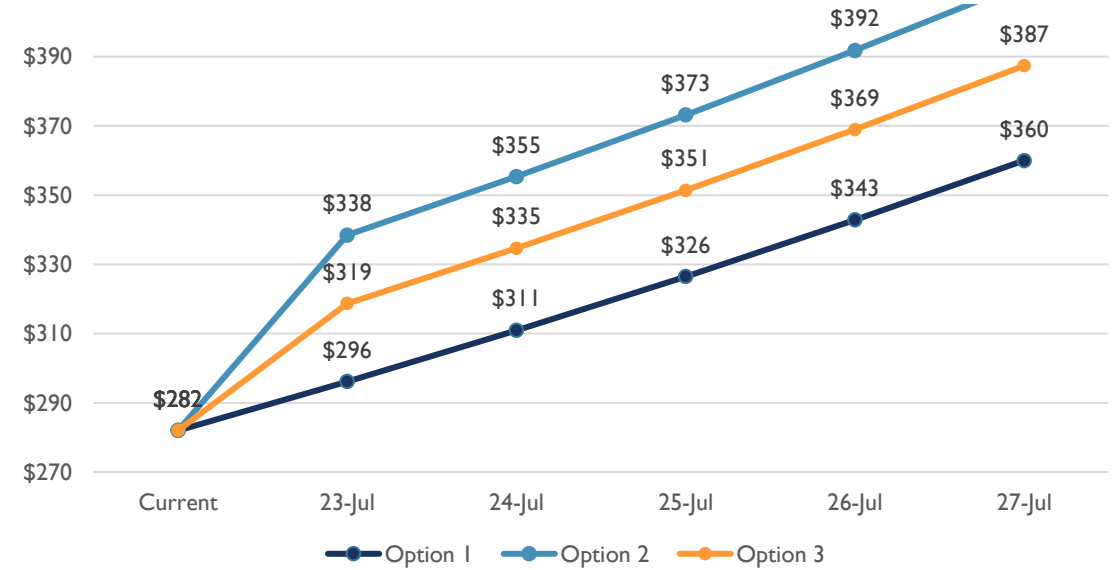
All other terms of the agreement as agreed upon through prior amendments would remain in effect.


COMPARISON OF THREE OPTIONS

Residential Rate Options



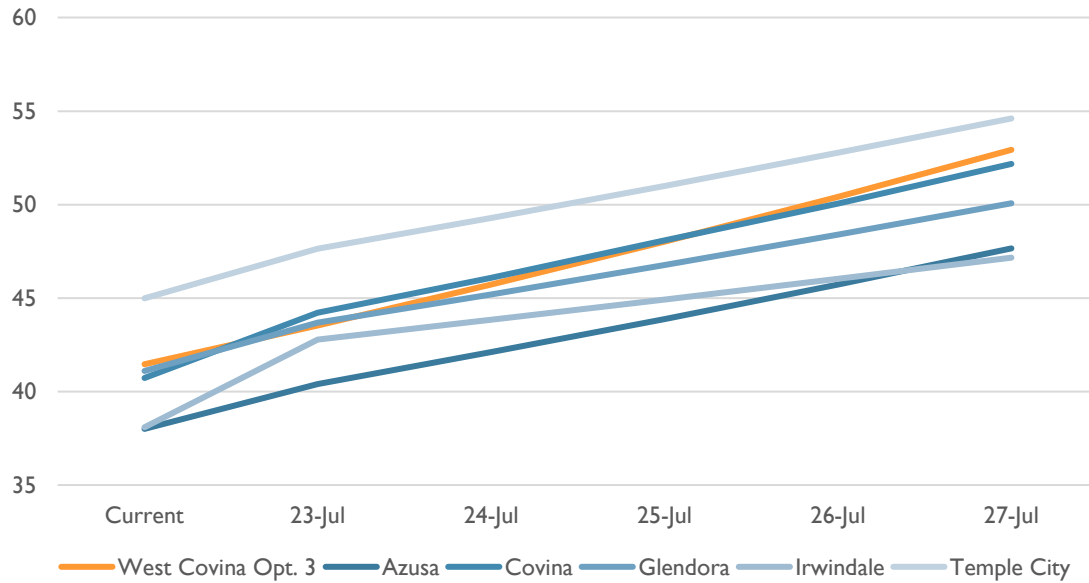
Commercial Rate Options



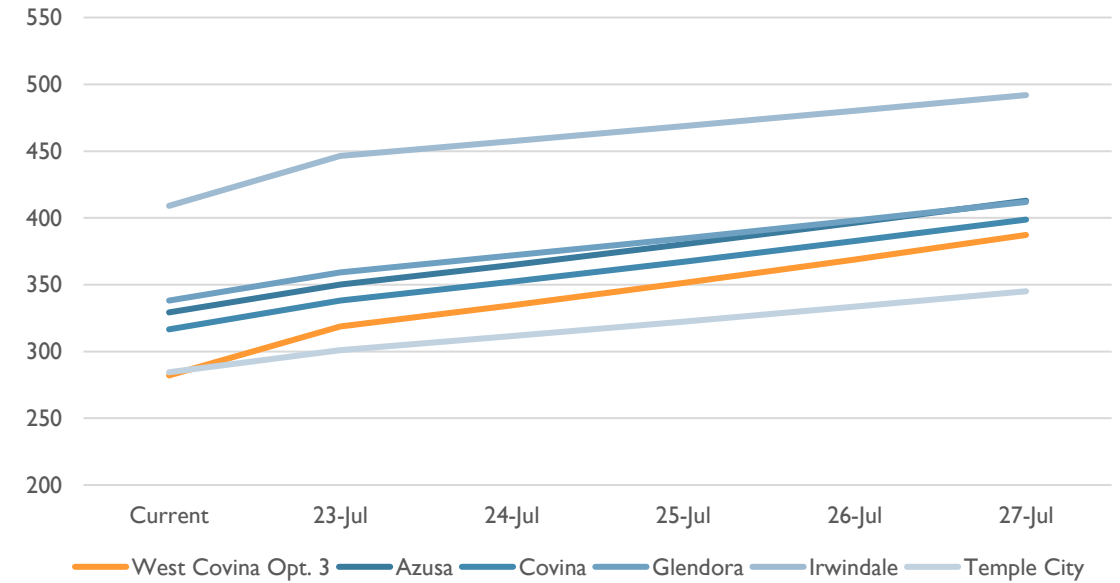
- 
- In February 2023, staff held a public meeting to present and discuss the options.
 - Approximately ten (10) residents were in attendance.
 - The consensus from attendees was that Option 3 was the most favorable option given the constraints of the unfunded mandate.

COMPARISON OF OPTION 3 WITH OTHER CITIES

Residential Rates



Commercial Rates



OPTION 3 RATES

Year	Residential Rate (\$)	Commercial & Organics Rates Combined (\$)
Current	41.47	282.02
Jul-23	43.54	318.68
Jul-24	45.72	334.62
Jul-25	48.01	351.35
Jul-26	50.41	368.91
Jul-27	52.93	387.36

** This assumes a 4% trash index CPI, plus 1% (total of 5%). The past 10-year average (2012-2022) for this index is 3.57%.
CPI for All Items in LA Region is 5.099%*

-
- Staff recommends that City Council proceed with Option 3.
 - An amendment will move the City towards compliance to avoid future penalties under this unfunded mandate.
 - If City Council chooses not to take any action, the existing contract will continue, and the current rates will increase by 5.099% (CPI for All Items in LA Region) on July 1st

STAFF RECOMMENDATION

QUESTIONS

