

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this “AGREEMENT”) is made and entered into this ____ day of ____, 2024, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and Go2Zero Strategies (the “CONSULTANT”).

RECITALS

WHEREAS, OWNER desires to engage CONSULTANT to perform certain technical and professional services, as provided herein, identified as:

SB1383 CONSULTING SERVICES

WHEREAS, the principal members of CONSULTANT are qualified and duly registered/licensed under the laws of the State of California, and CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONSULTANT: Go2Zero Strategies

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER Jason Caudle, City Manager
City of Lancaster
44933 North Fern Avenue
Lancaster, California 93534

CONSULTANT Judi Gregory, Owner
Go2Zero Strategies
6625 N. Calle Eva Miranda, Suite A
Irwindale, CA 91702

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

First: This AGREEMENT
Second: The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in the Scope of Services. The City Manager or his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his or her designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in the Scope of Services is not to exceed \$154,052.33. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONSULTANT, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this AGREEMENT.

8. **Obligations of the CONSULTANT.**

A. CONSULTANT shall perform as required by this AGREEMENT. CONSULTANT also warrants on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.

B. CONSULTANT shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Payment of Prevailing Wage.**

A. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. These rates shall be the minimum wage rates for this project. These rates are on file with the OWNER and copies will be made available to any interested party upon request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and Section 1777.6 of the Labor Code concerning the employment of apprentices by the CONSULTANT or any subcontractor under him.

Section 1777.5, as amended, requires the CONSULTANT or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- (A) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- (B) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (C) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (D) When the CONSULTANT provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONSULTANT is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Contractors on the public works site are making such contributions.

The CONSULTANT and any subcontractor under them shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the Prevailing Wage provisions of this Section.

10. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to OWNER as a condition precedent to any payment to CONSULTANT.

11. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONSULTANT agrees to defend OWNER, its elected officials, officers, employees, and volunteers, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONSULTANT or on the part of its employees.

12. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the City Manager and CONSULTANT.

13. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

14. Termination for Convenience. The governing board of the OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONSULTANT of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONSULTANT will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

15. Termination for Cause.

A. The governing board of the OWNER may, by written notice to CONSULTANT, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

(1) If CONSULTANT fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

(2) If CONSULTANT fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

B. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONSULTANT to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONSULTANT. Upon such termination, CONSULTANT shall be paid an amount equal to the contract amount, less the cost of hiring another CONSULTANT to complete CONSULTANT's services. In the event no new CONSULTANT is employed, CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in

progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONSULTANT, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

16. **Independent Contractor.** CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONSULTANT is an independent contractor.

17. **Insurance.**

A. (1) The CONSULTANT, at its expense, shall maintain in effect at all times during the performance of work under this AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
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Workers Compensation

As Required by the State of California	Statutory Limits
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Employer's Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000

Professional Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. For General Liability insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Auto coverage shall be at least as broad as ISO form CA00 01.

C. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by the OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects the OWNER insured entities. Any insurance or self-insurance maintained by the OWNER insured entities shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.

G. The coverage provided under this AGREEMENT shall not contain any special limitations on the scope of protection afforded to the OWNER insured entities.

H. Insurance provided and maintained by CONSULTANT must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.

I. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover CONSULTANT for all claims made by the OWNER insured entities arising out of any acts or omissions of CONSULTANT or its officers, employees, or agents during the time this AGREEMENT was in effect.

J. CONSULTANT shall furnish the OWNER with Certificates of Insurance and with original endorsements effecting coverage required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER insured entities.

L. Certificates of Insurance must be deposited with the OWNER for all coverage required by this AGREEMENT. Certificates shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the OWNER.

(2) List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section:

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City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

M. CONSULTANT shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the CONSULTANT.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The CONSULTANT'S insurance coverage shall be primary insurance as respects the OWNER'S insured entities.

18. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when the OWNER, acting by and through its City Manager or his or her designee, has issued the Notice to Proceed.

CONSULTANT shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Notice to Proceed.

19. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONSULTANT, then CONSULTANT shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 14.

B. CONSULTANT shall submit to OWNER a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. OWNER shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, OWNER shall in good faith consider any request for additional compensation submitted by CONSULTANT.

20. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by CONSULTANT in the course of performing the work required by this AGREEMENT shall be the property of the OWNER. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this AGREEMENT shall, upon request, be made available to OWNER without restriction or limitation on their use.

21. **Data Provided to CONSULTANT.** OWNER shall provide to CONSULTANT, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in the Scope of Services.

22. CONSULTANT's Warranties and Representations.

CONSULTANT warrants and represents to OWNER as follows:

A. CONSULTANT has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONSULTANT, to solicit or obtain this AGREEMENT.

B. CONSULTANT has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONSULTANT has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONSULTANT, and that if any such interest comes to the knowledge of CONSULTANT at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONSULTANT has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

23. Resolution of Disputes.

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

24. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

25. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

26. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONSULTANT, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

GO2ZERO STRATEGIES

By: _____
Judi Gregory, Owner

Dated: _____

ATTEST:

Andrea Alexander
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT "A"



SCOPE OF SERVICES

The Consultant shall maintain separate costs for each project and shall identify the costs specific to each project.

The work to be performed under this contract shall include:

SEE ATTACHED

Proposed Subcontractor Work Experience

	Name & Title	Yrs Exp	Tasks	Experience
	Bob Hollis SMART 1383 Compliance <i>Primary Contact</i>	30	Information Systems and Web Development	Mojave Desert and Mountain Recycling JPA, City of Chula Vista, Keep California Beautiful, California Recycling Market Development Zones, Marin Sanitary Service
	Zane Harvey SMART 1383 Compliance	15	Software Development, AI Applications, Data Engineering, Design and Maintenance, Modeling and Simulation, UI/UX	Scime Plasma Physics Laboratory US Department of Energy CONSOL Energy Adjunct Professor of Computer Science at Capitol Technology University

G. Scope of Work

The following tasks are the proposed scope of services.

- Provide SB 1383 Assistance and Monitoring
- Develop waiver process and outreach to waiver-eligible businesses.
- Assist with Edible Food Generator outreach and inspections.
- Provide technical assistance and outreach services.
- Assist with procurement tracking.
- Provide data tracking and recordkeeping platform.
- Perform route reviews, as needed.
- Prepare monthly reports notating compliance and progress toward meeting SB 1383 requirements.

Task 1 - SB 1383 Assistance and Tracking

Go2Zero will assist the City with implementation of SB 1383 compliant programs. This will consist of monitoring and reviewing documents, practices, program, policies, and outreach activities.

Go2Zero will maintain a SB 1383 gap assessment checklist to monitor the city's ongoing efforts to implement all aspects of SB 1383. Each month Go2Zero will provide an updated checklist. This task will include monitoring the following activities:

- Organic waste collection programs
- Contamination minimization processes and activities
- Waiver and exemption process and activities
- Education and outreach activities
- Edible food recovery programs
- Recovered organics waste procurement

- Paper procurement
- Inspection and enforcement processes
- Reporting and recordkeeping systems

DELIVERABLES: Completed within 15-days of notice to proceed

- Prepare and maintain gap assessment matrix.

Task	Assigned To	Progress	Notes	Regs
Enforcement Mechanisms: Ordinances, Enforceable Mechanisms, Contracts, and Agreements				
SB 1383 Organic Waste Disposal Reduction			The code stipulates that the City reserves the right to perform all work or contract with a designee who could be another government agency, a waste hauler, a private entity, or a combination thereof.	14 CCR Section 18981.2, 14 CCR Section 18997.3
Designees				14 CCR Section 18981.2 (e)
Self-Haul			The guidelines and reporting requirements are laid out for each generator type: commercial, MFR and residential.	14 CCR Section 18988.1 (b)
CalGreen			This is addressed in one line item stipulating that they must comply with CalGreen requirements.	14 CCR Section 18989.1 (a)
Model Water Efficient Landscape			This is not addressed in the muni code. **CITY: Is there a separate code section that includes this?	14 CCR Section 18989.2 (a)
Mulch Procurement			This is not addressed in the muni code. **CITY: Is there a separate code section that includes this?	14 CCR Section 18993.1 (f)(4)(a)
Procurement Direct Service Providers			This is addressed in one line item stipulating that they must comply with City's Recovered Organic Waste Product procurement policy. Could be strengthened.	14 CCR Section 18993.1 (e)
Quarantined Organic Waste			There is no mention of quarantined waste in the muni code. **CITY: Does the contract with Burtlec address Quarantined Waste?	14 CCR Section 18984.14 (a)(8)
Administrative Civil Penalties			The muni code clearly states that violations of any provision of the muni code are subject to administrative civil penalties.	14 CCR Section 18997.1 (b)
Program Descriptions				
Written description of inspection and enforcement programs that comply with 14 CCR Sections 18995.1 and 18995.4.			There is on catch-all statement in Sec. 6-3.811 (f) that states that between 1/1/22 and 12/31/23 the City will conduct the following items listed below. There are no written narratives of how this work will be conducted, tracked, or reported.	14 CCR Section 18995.2 (f)(2)
-Compliance Reviews			There is a mention of Compliance Reviews but no description if the City has a formal written plan for how to comply.	14 CCR Section 18995.1 (a)(1)(A)
-Organic Waste Generator Requirements			There is a mention of Organic Waste Generator Requirements but no description if the City has a formal written plan for how to comply.	14 CCR Section 18995.1 (a)(1)(A)(i)(i)
-Self-Haul Program Requirements			There is a mention of Self-Haul Program Requirements but no description if the City has a formal written plan for how to comply.	14 CCR Section 18995.1 (a)(1)(A)(i)(ii) 14 CCR Section 18988.1 14 CCR Section 18988.3
-Commercial Edible Food Generator Inspections			There is no written plan or mention of how City will increase access to food recovery organizations or food recovery services.	14 CCR Section 18995.1 (a)(2)
-Food Recovery Organizations and Services Inspections			Mentioned but no written plan.	14 CCR Section 18995.1 (a)(2)
-Complaint Investigation			No mention of complaint investigations.	14 CCR Section 18995.1 (a)(3)
-Education and Outreach Program for Violations			Mentioned but no written plan.	14 CCR Section 18995.1 (a)(4)
-Waiver Inspections			The waiver process is outlined on page 21 of the muni code. It does not specify how they will track and report waiver applications, or what the application will look like.	14 CCR Section 18995.1 (a)(5) 14 CCR Section 18984.11
-Route Reviews			Mentioned by no written plan.	14 CCR Section 18995.1 (a)(1)(A)(2)(i)(i)
-Waste Evaluations			Mentioned by no written plan.	14 CCR Section 18995.1 (a)(1)(A)(2)(i)(ii) 14 CCR Section 18984.5 (c)
-Container Contamination Minimization Requirements			There is a narrative on what constitutes a contaminated container, and what they will do about it, but no mention of tracking, training or follow up with the generator.	14 CCR Section 18995.1 (a)(1)(A)(2)
-Notice of Violation Issuance				14 CCR Section 18994.5
-Imposition of Penalties				14 CCR Section 18995.4 (a)(1)
Organic Waste Service				
Written description of inspection and enforcement programs that comply with 14 CCR Sections 18995.1 and 18995.4.			Outreach materials, website, do not have SB 1383 compliant program	14 CCR Section 18995.2 (f)(2)
Description of collection method(s) (1, 2, 3 cart by sector)			Ordinance narrative states that residential and commercial businesses (included MFR w/ 5+ units) shall use a 3-bin collection system; however the outreach materials and programs operated do not currently comply.	14 CCR Section 18995.2 (f)(3) 14 CCR Section 18994.4 (a)(1)
Geographical area for each collection method			Could not find. ** CITY - will a consistent program be rolled out citywide?	14 CCR Section 18995.2 (f)(3) 14 CCR Section 18984.4 (a)(2)
If applicable: a list all high diversion organic waste processing facilities used by the jurisdiction			Jurisdiction does not utilize high-diversion nonrecycling facilities	14 CCR Section 18995.2 (f)(3) 14 CCR Section 18984.4 (a)(3)(A)

Task 2 – Data Tracking System

Go2Zero will implement an integrated data tracking system using the SMART 1383 portal. This system allows integrated tracking of all outreach, enforcement, and compliance records in a SB 1383 Implementation Record and annual reporting system. The City will have access and ownership of all records maintained in the system.

DELIVERABLES:

- Provide City access and login credentials to fully functional SB 1383 Data Management System. Real-time access to all outreach activities will be provided as these activities commence.

Task 3 – Generator Waiver Assessments

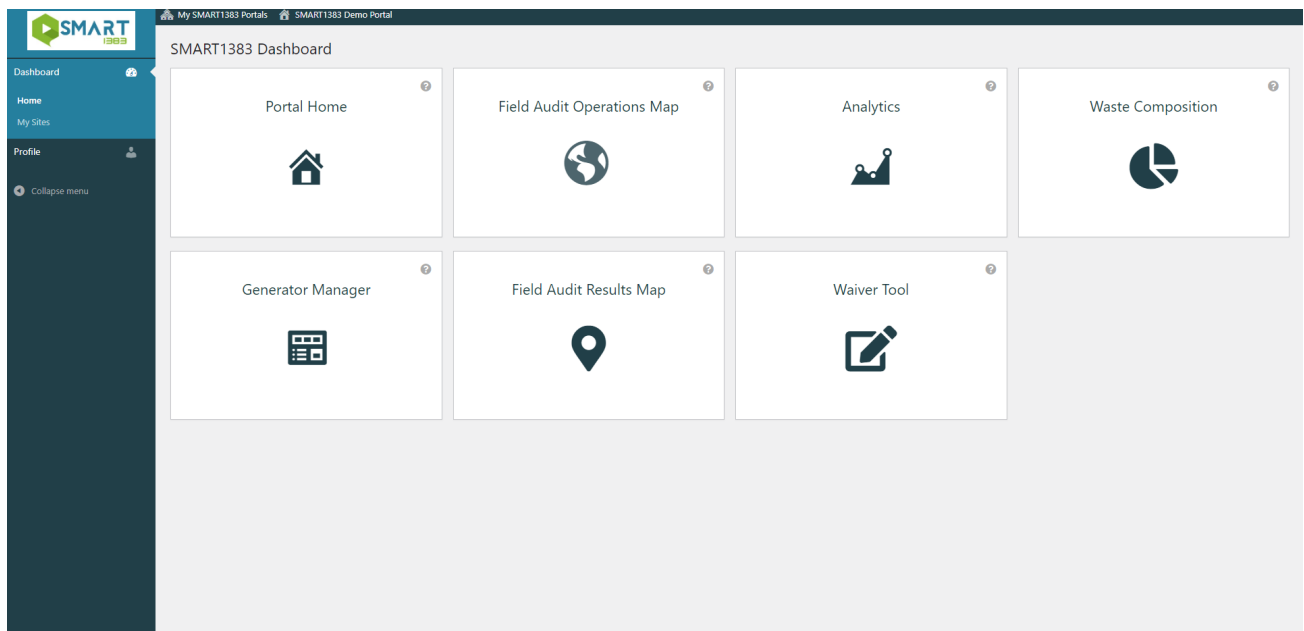
Go2Zero will assist with conducting generator waste assessments to identify waiver eligibility.

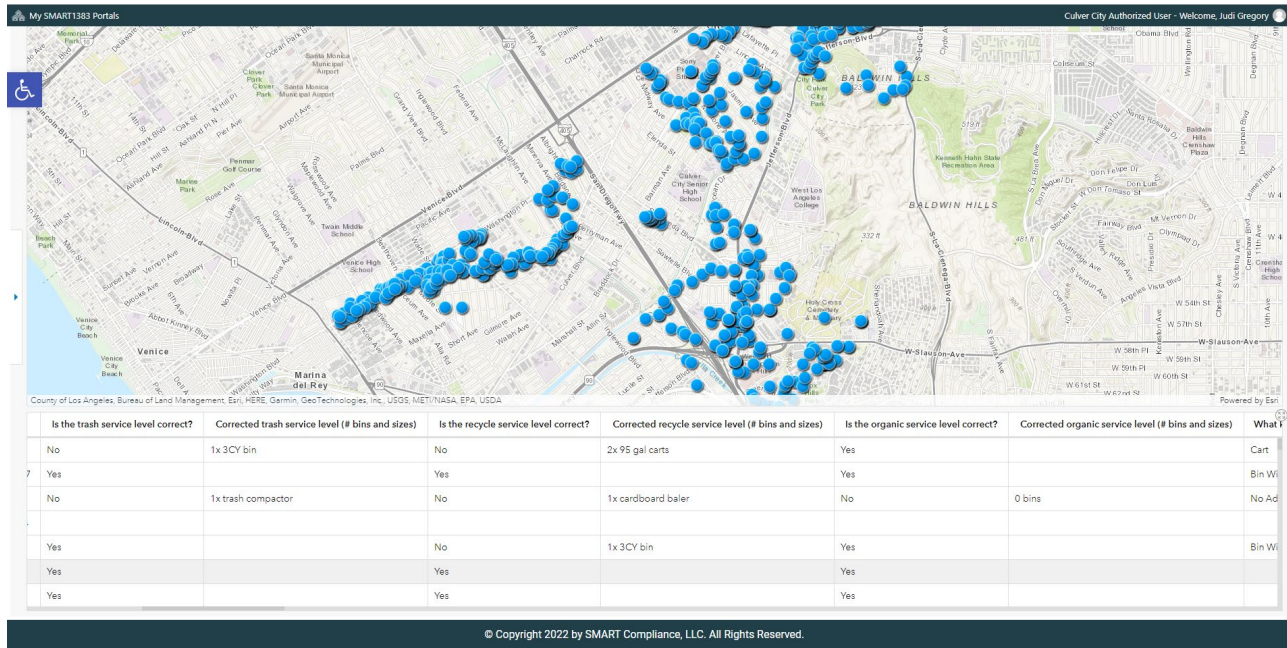
Site assessments will be performed and logged in real-time using the SMART 1383 system which confirms waiver eligibility via verified waste assessment information, allows upload of photos and completion of waivers electronically. All records are logged immediately and saved to the City's Implementation Record for CalRecycle recordkeeping and review purposes. Downloadable datasets, maps, photos, and PDF of waivers are all maintained in a single dashboard.

This activity will also include the development of a waiver form and process for City approval and the development of an authorization letter which our team will use when performing outreach.

DELIVERABLES:

- Provide ongoing waiver assessment and monitoring
- Review generator list and input into SMART 1383 system for assessing waiver eligibility.
- Perform generator site waste assessments to confirm waiver eligibility status.
- Provide City and Hauler access to real-time site assessment and waiver data and records.





Task 4 – Technical Assistance and Outreach


Working with the City staff, our team will develop and implement an outreach plan for businesses, single-family homeowners, and multifamily properties on SB 1383 requirements. This will include developing written and graphic content for print, electronic, social media, and website. An annual outreach calendar will be developed that specifies draft version, final version, and distribution dates for all outreach materials. Additionally, Go2Zero will provide outreach staff, to assist with business technical assistance.

DELIVERABLES:

- Finalize outreach calendar and draft requested outreach collateral.
- Work with hauler to identify specific areas of outreach in which assistance is needed.
- Onboard internal staff to understand key elements of programs offered, materials accepted, and processes for working collaboratively in partnership with the hauler to support outreach and implementation of new programs.
- Perform outreach activities.
- Record all reportable activities directly to the SMART 1383 system for real-time access and analytics.

Task 5 –Edible Food Generator and Food Recovery Org Outreach and Inspections

It is critical that municipalities identify and provide outreach and inspections to Tier 1 and Tier 2 Edible Food Generators (EFGs). This will help jurisdictions better understand the type and amount of



edible food being generated, as well as to educate EFGs on the requirements to donate all edible food starting. As part of this task, we will review the customer database and ensure that each applicable account is identified as Tier 1 or Tier 2.

We will also evaluate the existing edible food donation options locally available. This will include identifying and vetting new donation organizations to ensure sufficient capacity.

We will utilize the SMART 1383 system to collect and record the necessary information for compliance with SB 1383 recordkeeping. Our team will conduct outreach to Tier 1 and Tier 2 commercial edible food generators as required by SB 1383. This will include sharing information on the requirements of SB 1383 and assessing businesses' potential donation and food waste reduction opportunities. Our staff will provide information on local food recovery organizations and the requirements to both donate and track donations with organizations in which written agreements are in place. As part of the outreach, we will compile basic information on the estimated type and amount of edible food, amount if any, of donation activities currently taking place, and if so, what organizations the business currently uses and if a formal agreement is currently in place.

Additionally, if not currently in place, we will provide sample agreement templates, and create tracking forms and processes for the City to receive needed information from both generators and recovery organizations as required by the regulations. Before the end of 2022, our team will have conducted site visits and outreach at all identified Tier 1 and Tier 2 generators, assisted the City in developing long-term processes for recordkeeping and tracking, created enforcement plans, and helped to identify sufficient local donation capacity.

DELIVERABLES: Completion annually by December 31.

- As needed, develop edible food donation outreach materials, template agreements, and tracking forms.
- Review list of available food recovery organizations and research additional organizations to ensure sufficient capacity.
- Develop survey and set up collection tool through the SMART 1383 portal for real-time access to data and recordkeeping.
- Conduct outreach to all Tier 1 and Tier 2 generators.
- Maintain all reportable records in SMART 1383 system.

Task 6 – Procurement Assistance

As part of this task, G2Z will assist the City in determining annual baseline requirements for refuse-derived fuel and compost purchases. These procurement records will be maintained in the SMART 1383 System. Go2Zero shall train city staff on proper data collection, and will review submitted records on a quarterly basis to confirm that annual targets are being met and that proper records are being maintained.

DELIVERABLES:

- Meet with City to review current mulch and compost purchasing practices.
- Train staff on reporting and recordkeeping requirements.
- Review records on a quarterly basis and report to City.

Task 7 – Route Reviews (Lid Flips)

Route reviews (lid flips) will be performed annually on 2% of residential routes and 5% of commercial routes operated in the City.

Prior to the commencement of route reviews, we will work with the City and hauler to confirm the accounts to be surveyed and prepare the survey to be conducted. Go2Zero will utilize the SMART



1383 system to conduct route reviews. This system allows real-time tracking of all accounts reviewed, including viewing the photos of the contents.

A screenshot of a web-based survey form titled "SMART1383 Route Audit Survey". The form includes several sections: "What is your name?" with radio button options for "Rita", "Miguel", "Kim", and "Cory"; "Account Number" with a text input field; "What is the address?" with a text input field; and three checkboxes for "Trash Bin Audit", "Recycle Bin Audit", and "Green Waste Bin Audit", each with a small circular icon to its right. At the bottom, there is a section for "Notes about site:" with a text area.

During the audits, the auditor will confirm the account information, if available, and then proceed through the container audit checklist. As part of the audit process, a photo, or photos of noted contamination and contents will be attached to the record. Additionally, a tag will be placed on audited bins providing feedback on proper sorting or contamination.

The City will be able to review results and data points such as:

- Percentage of contamination by route, container type, geo-zone, and commercial industry code (SIC/NAICS/other).
- Type, volume, and weight of contamination by material type.
- Customer compliance with SB 1383 as it relates to proper container usage, including issuing warning notices.

Using the data obtained through the route audits, we will prepare recommendations for the City and Athens to help improve participation and reduce contamination. These recommendations may include:

- Adjusting service levels.
- Recommending citations or enforcement actions.

- Identifying waiver eligibility.
- Providing additional training or technical assistance.
- Improving signage, stickers, or visual aids.
- Conducting targeted outreach to specific routes, or for contaminants with high levels of reoccurrence.

DELIVERABLES: Ongoing as needed

- Compile commercial and residential accounts proposed for route audit on an annual basis or other periodic frequency determined by the City.
- Develop route review survey.
- Conduct route reviews.
- Tag bins that have been audited
- Provide access to real-time audit results, maintained in the SMART 1383 system

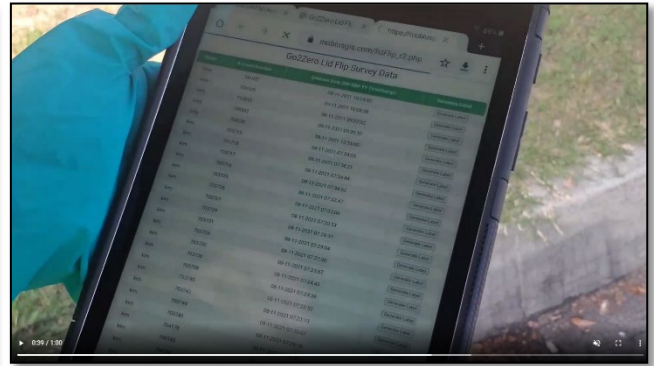
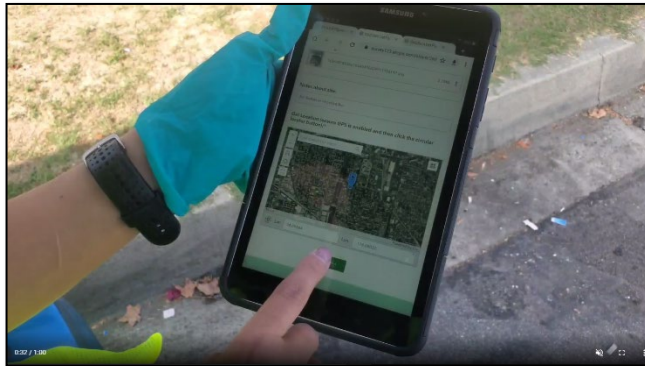


EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

Term

This Agreement shall become effective, and shall be in full force and effect upon the execution of the Agreement by the City and the CONSULTANT. This Agreement shall continue in full force and effect for a period of one (1) year from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONSULTANT may mutually agree in writing to extend the Term of this Agreement.

Payment

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$154,052.33. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed amount specified above. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work.

Consultant shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than thirty (30) calendar days following execution of this Agreement. It is anticipated that performance of the work will be completed within twelve (12) months calendar days from commencement. In no event shall performance of the work be completed later than twelve (12) months from commencement without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

Judi Gregory, Owner
Go2Zero Strategies

Exhibit B - Fee Schedule

A fee schedule worksheet is included on the following page. Rates are based on a task-by-task basis. Invoices will be submitted monthly and will be send to the City point of contact on approximately the 5th day following the completion of each month.

2024-2025								Total Hours	Total Cost
Tasks	Judi Gregory Go2Zero	Kim Braun	Cory Oskardmay Go2Zero	Field Lead Go2Zero	Design Services Go2Zero	Outreach Staff (inc: route reviews)	Rates		
SB 1383 Grant Assistance								-	
Capacity Planning & Program Evaluation									
Capacity Planning N/A								-	\$ -
Subtotal Capacity Planning & Program Evaluation								-	\$ -
Education and Outreach									
Develop and update educational resources, review website	1.00		1.00	6.00	40.00			48.00	\$ 5,892.95
Subtotal Education and Outreach	1.00		1.00	6.00	40.00			48.00	\$ 5,892.95
Personnel									
In-field outreach, technical assistance, waivers			8.00	24.00		160.00		192.00	\$ 13,802.00
Large Event Assistance		8.00		6.00		40.00		54.00	\$ 4,614.40
Edible food generator and food recovery org outreach at	4.00		8.00	80.00		160.00		252.00	\$ 19,446.40
Written Program Descriptions	2.00	40.00	2.00					44.00	\$ 8,003.10
Implementation Recordkeeping	4.00			7.20		48.00		59.20	\$ 4,836.88
Hauler and Self-hauler program	4.00	40.00						44.00	\$ 8,240.00
Compliance Inspections	4.00	16.00	40.00	12.00		80.00		152.00	\$ 15,820.80
Route Reviews			8.00	24.00		160.00		192.00	\$ 13,802.00
Assistance with ROWP and Paper Purchasing/Purchasing Policies		40.00						40.00	\$ 7,210.00
Subtotal Personnel	18.00	144.00	66.00	153.20	-	648.00		1,029.20	\$ 95,775.58
Subtotal SB 1383 Grant Assistance	19.00	144.00	67.00	159.20	40.00	648.00		1,077.20	\$ 101,668.53
Project Management & Non-grant Related Activities									
Electronic Annual Report	1.00	40.00	4.00	4.00				49.00	\$ 8,110.00
Annual Meeting and CalRecycle requests	4.00	4.00	4.00	16.00		16.00		44.00	\$ 4,560.00
Monthly meeting and communications	12.00	12.00	12.00	12.00		12.00		60.00	\$ 8,713.80
SMART 1383 Compliance Portal								-	\$ 31,000.00
Subtotal Project Management & Non-grant	17.00	56.00	20.00	32.00	-	28.00		153.00	\$ 52,383.80
								-	\$ -
Subtotal All Tasks	36.00	200.00	87.00	191.20	40.00	676.00		1,230.20	\$ 154,052.33