

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ABOUND FOOD CARE**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of January, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ABOUND FOOD CARE, a California nonprofit corporation (entity information) ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide edible food recovery implementation, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B." Consultant's total compensation shall not exceed Thirty-Four Thousand Dollars (\$34,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "B," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on January 16, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional one (1) year period upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) 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 insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City

is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Abound Food Care
200 N Tustin Avenue
Santa Ana, CA 92705
Tel: (714) 292-8077

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5208

Attn: Mike Learakos

Attn: Kathryn Cross

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.

Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information

shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by

reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.


6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT


Signature
MICHAEL LEARAKOS CED
[Name and Title]

Date: 1/23/2023

CITY OF COSTA MESA


Carol Molina
Purchasing Officer


Date: February 7, 2023

ATTEST:

Brenda Green 2/15/2023
Brenda Green
City Clerk




APPROVED AS TO FORM:

 ACA
Kimberly Hall Barlow
City Attorney

Date: 2/14/23

APPROVED AS TO INSURANCE:


Ruth Wang
Risk Management

Date: 2/10/23

APPROVED AS TO CONTENT:



Kathryn Cross
Project Manager

Date: 2/8/23

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Works Director

Date: 2-9-23

EXHIBIT A
REQUEST FOR PROPOSALS



October 20, 2022

SUBJECT: REQUEST FOR PROPOSALS – CONSULTANT SERVICES FOR SENATE BILL 1383 (SB1383) EDIBLE FOOD RECOVERY PROGRAM

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional consultant services for compliance and implementation of SB1383 edible food recovery program within the City's jurisdiction.

The City intends to utilize the services of a qualified consultant with experience in compliance and implementation of SB1383 edible food recovery. The scope of services to be performed is defined in further detail below.

BACKGROUND

In 2016, the State of California passed legislation, Senate Bill 1383 to set methane emission reduction targets by reducing the organic waste disposal 75% by 2025. To accomplish this target, one of the goals is to recover edible food and help address food insecurity in each jurisdiction (cities and counties) within the State. The law directs the following: 1) Jurisdictions must establish food recovery programs and strengthen their existing food recovery networks, 2) Food donors must arrange to recover the maximum amount of their edible food that would otherwise go to landfills, and 3) Food recovery organizations and services that participate in SB1383 must maintain records.

Starting in January 2022, California law requires all residents and businesses to recycle organic materials. Businesses are divided into two tiers (1 and 2) based on size and type of business/facility in which they must participate in an edible food recovery program. The City of Costa Mesa has identified approximately 16 Tier 1 facilities, 30 Tier 2 facilities and 140 potential Tier 1 and 2 facilities. The law also requires the City to perform periodic compliance reviews and inspection at these facilities in which this request for proposal is seeking the services of a consultant to perform.

SCOPE OF SERVICES

The City of Costa Mesa is interested in retaining a company or organization to lead edible food recovery efforts within our jurisdiction. We are seeking a qualified company or organization with the following qualification and services:

1. Familiar with all SB 1383 compliance requirements related to edible food recovery;
2. Able to identify and provide current and updated lists of all organizations in the City of Costa Mesa that utilize recovered edible food to feed those in need;

3. Provide site inspections and technical assistance to all Tier 1 and 2 edible food generators the City has identified, and assist with identifying any such generators the City has initially missed;
4. Provide and fulfill written collection agreements with all Tier 1 and 2 edible food generators;
5. Able to effectively track and records all these donations and provide quarterly reports to the City on edible food recovery;
6. Provide annual inspections to all Tier 1 and 2 generators and assist the City in communicating program details to CalRecycle with once-per-year site visits and reports on an as needed basis; and
7. Provide regular progress reports and invoices to facilitate payments from City, in a format approved by CalRecycle for City grant reimbursement requests.

CONTENT OF PROPOSAL

The proposal should be no more than 10 pages in length, not including a cover letter and resumes. It is requested that the following be submitted with your proposal:

1. Approach and Understanding – provide a brief review of the seven (7) service area identified above as well as additional services you would consider beneficial to the City and program participants.
2. Define the project approach, team assignments, and products.
3. Schedule – provide a detailed schedule indicating stages of work and time frames.
4. Provide a description of your company or organization along with its qualifications to perform these seven (7) services. Identify key personnel, roles and resumes.
5. A listing of similar projects that your firm has completed within the last five years. Information should include a description of work, year completed, cost, and agency/client name along with the agency's contact person.
6. Comply with Professional Services Agreement requirements (see attached PSA).

Selection Criteria

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used.

1. Project Approach and Methodology -----30%
2. Qualifications and Key Staff Experience -----30%
3. Record of Success on Similar Projects -----20%
4. Expedited Schedule and Key Staff Availability -----20%

Fee Schedule

The professional services agreement will be awarded based strictly upon the scoring rubric identified above. The fee schedule should show the hourly cost of personnel by task with a total not-to-exceed amount for the service agreement. It is requested that the fee, including the seven areas of service listed above as well as meetings, reports, materials, and associated expenses, be itemized for the project with a total not-to-exceed amount.

NOTE: All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City's upon request.

Contract Changes

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No fee adjustment will be allowed unless said **prior approval** is authorized **exclusively in writing** by the City, without exception.


Right to reject all Proposals

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

Enclosed is the City of Costa Mesa standard professional services agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. **Please submit proposals to the City of Costa Mesa via email (sustainability@costamesaca.gov) by 4:00 p.m., November 4, 2022.** Please let us know if you will be submitting a bid or if this timeframe is insufficient for your response.

Please contact Mike Balliet, City Consultant, at (949) 378-2205 or email at: mballiet61@gmail.com or Kathryn Cross, City of Costa Mesa Recycling Coordinator, at (714) 754-5208, or email at: kathryn.cross@costamesaca.gov.

Sincerely,



Kathryn Cross
Solid Waste/Recycling Coordinator

Attachments: Sample PSA and Certificate of Insurance Forms

cc Raja Sethuraman, Public Works Director

EXHIBIT B
CONSULTANT'S PROPOSAL

COSTA MESA

SB1383 FOOD RECOVERY PROGRAM



PREPARED BY ABOUND FOOD CARE
NOVEMBER 2022



Abound Food Care

Ms. Kathryn Cross
Solid Waste/Recycling Coordinator
City of Costa Mesa
Kathryn.cross@costamesaca.gov

RE: Costa Mesa SB 1383 Edible Food Recovery Implementation

Dear Ms. Cross:

Abound Food Care is happy to present this RFP response to implement SB1383 programs in Costa Mesa. Abound Food Care has prepared this proposal to describe how our expertise can be utilized in Costa Mesa to develop a successful food recovery program compliant with SB1383, for which we are uniquely qualified. Abound Food Care provides expertise and ancillary services that help to activate resources and build resilient communities. Abound Food Care arose from the success of Waste Not OC, which has delivered award winning, nationally recognized, and unmatched programs. Our team recognizes that people and organizations naturally want to waste less food and feed more people. We are equipped to provide innovative and proven solutions that place cities in a position to make lasting change and develop a successful program. While there are no widely adopted programs in place to effectively reduce food waste and feed those in need, Abound Food Care has addressed these challenges through innovative approaches to food recovery. Abound Food Care provides a deep understanding of all food recovery, food safety, logistics, data, health impacts, environmental issues, and regulatory policies. Real success demands a constant collaborative relationship, understanding of the food-industry and healthcare players, and the ability to unite these partners with a single-minded purpose. Abound Food Care's unique perspective, network of resources, expertise, and experience is a key ingredient to creating a successful food care ecosystem.

SB 1383 has several important compliance requirements that can present challenges without cohesion among the stakeholders. However, our model identifies gaps within the food supply chain and provides solutions that mitigate the complexities associated with effective food recovery to comply with SB 1383. Our collaborative and comprehensive model provides us with extensive familiarity of non-profit operations needed to implement a compliant food donation program. We have direct experience onboarding new donors into food recovery programs, with specific experience in outreach, training, and program optimization. Abound Food Care is best positioned to provide long-term solutions for Costa Mesa that will be cost effective and produce important change.

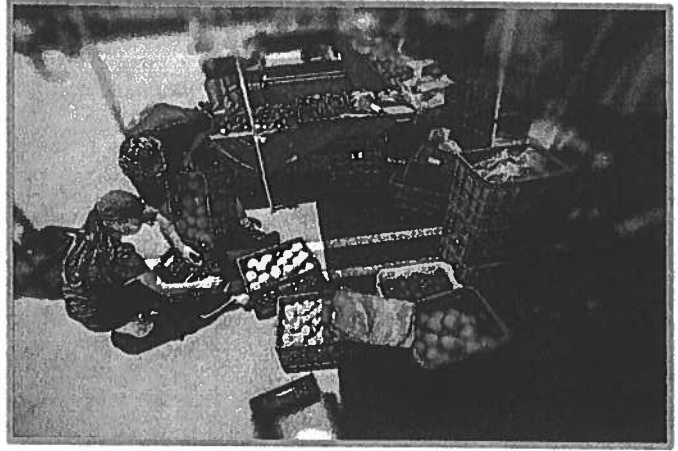
We look forward to a partnership with Costa Mesa to assist with the SB1383 Food Recovery Program.

Best regards,

Mike Learakos
CEO, Abound Food Care
mike@aboundfoodcare.org
(714) 292-8077

Statement of Understanding

Abound Food Care has current working relationships with both private industry and non-profit partners, including many that are located in Costa Mesa. We are uniquely positioned to complete this scope of work where we have the technical expertise of SB 1383 compliance and the ground-level knowledge of operational aspects of the industry and the food recovery organization network. Paramount to our scope is the objective of completing the compliance requirements of SB 1383 for Costa Mesa. We will work with Costa Mesa



to fully define their expectations, the goal, and objectives of the program long-term, and their definitions of success beyond these regulatory requirements. In our experience, we recognize how important a collaborative solution to sustainable food recovery results in measurable success for a community across health, economic, social, and environmental metrics.

Tasks 1 and 2: Familiar with all SB1383 Edible Food Recovery Compliance Requirements & Identify and Provide Current and Updated List of All Food Recovery Organizations

As highlighted above, Abound Food Care has deep expertise in the edible food recovery components of SB1383. Abound Food Care will identify food recovery agencies and organizations in Costa Mesa through the established food recovery organization network and outreach to known partners for referrals. Once the food recovery organizations are identified, Abound Food Care will conduct outreach to call and gather information to verify their operations.

Tasks 3 and 6: Provide Annual Site Inspections and Technical Assistance to all Tier 1 and Tier 2 Edible Food Generators the City has Identified, Assist with Identifying any Generators the City has Missed, and Assist the City in Providing Program Details to CalRecycle

Abound Food Care will outreach to Tier 1 and Tier 2 edible food generators identified by the city to provide education on the requirements of SB1383. Through our outreach we will verify the edible food generators identified by the city that qualify as Tier 1 and Tier 2, as well as recommend additions of generators that may have been missed. Abound Food Care will also conduct on-site annual inspections of the Tier 1 and Tier 2 edible food generators as required by SB1383. Abound Food Care will perform these inspections and provide the City of Costa Mesa with compliance updates, inspection results, and assist with CalRecycle reporting.

Task 4: Provide and Fulfill Written Agreements with Tier 1 and Tier 2 Edible Food Generators

Abound Food Care will provide Tier 1 and Tier 2 edible food generators with a food recovery written agreement if they do not have one in place. As a food recovery service, Abound Food Care has the ability to provide written agreements to Tier 1 and Tier 2 edible food generators compliant with SB1383. Abound Food Care will also identify Tier 1 and Tier 2 generators

participating in a food donation program without written agreements and work with them to obtain these agreements with the food recovery organizations they are partnered with.

Task 5: Track and Record all Donations and Provide Quarterly Reports to the City

On behalf of Costa Mesa, using food recovery or other platforms selected at its discretion, Abound Food Care will record excess edible food donated within the City by Tier 1 and Tier 2 edible food generators through participating food recovery organizations. Tracking will include information on types of food donated, food recovery organization recipient, pounds of food recovered, and frequency of donations in accordance with SB1383 requirements. Abound Food Care will provide quarterly reports to the city summarizing these activities.

Task 7: Provide Regular Progress Reports and Invoices to Facilitate Payments from the City

Abound Food Care has created a variety of reporting for other jurisdictions and will work with the City of Costa Mesa to implement a reporting format to be approved by both the city and CalRecycle. Abound Food Care will provide these reports to the city on a quarterly basis unless otherwise specified. Abound Food Care's accounting department will provide invoices in adherence to the city's accounting requirements.

Abound Food Care Task Schedule (1 Year)

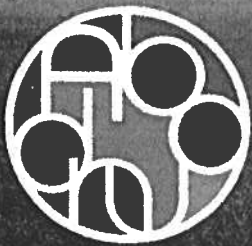
Task	Description	Frequency
Tasks 1/2	Familiar with all SB1383 Edible Food Recovery Compliance Requirements & Identify and Provide Current and Updated List of All Food Recovery Organizations	Month 1
Tasks 3/6	Provide Annual Site Inspections and Technical Assistance to all Tier 1 (<i>Tier 2 inspection not required until 2024</i>) Edible Food Generators the City has Identified, Assist with Identifying any Generators the City has Missed, and Assist the City in Providing Program Details to CalRecycle	Site Inspections: Q4 2023 Outreach & Relationship Management: On-Going
Task 4	Provide and Fulfill Written Agreements with Tier 1 and Tier 2 Edible Food Generators	On-Going until generators sign agreement
Task 5	Track and Record all Donations and Provide Quarterly Reports to the City	Tracking: On-Going Reporting: Quarterly
Task 7	Provide Regular Progress Reports and Invoices to Facilitate Payments from the City	Reporting: Quarterly Invoicing: Monthly

Full Impact Program Proposed Budget*

The budget listed below includes the implementation of the Full Impact Program for a term of one year.

Task	Description	Estimated Hours	Hourly Rate	Estimated Annual Billing
Task 1/2	Familiar with all SB1383 Edible Food Recovery Compliance Requirements & Identify and Provide Current and Updated List of All Food Recovery Organizations	18.75	\$60	\$1,125
Task 3/6	Provide Annual Site Inspections and Technical Assistance to all Tier 1 and Tier 2 Edible Food Generators the City has Identified, Assist with Identifying any Generators the City has Missed, and Assist the City in Providing Program Details to CalRecycle	142 hours (inspections) 37.5 hours (management and reporting)	\$60/ hour (inspections) \$75/ hour (management and reporting)	\$8,520 (inspections) \$2,812.50 (management and reporting)
Task 4	Provide and Fulfill Written Agreements with Tier 1 and Tier 2 Edible Food Generators	400	\$60	\$24,000
Task 5	Track and Record all Donations and Provide Quarterly Reports to the City	164	\$60	\$9,840
Task 7	Provide Regular Progress Reports and Invoices to Facilitate Payments from the City	29.5	\$60	\$1,770
Estimated Annual Total:				\$48,067.50
Not to Exceed Amount				\$52,875.00

**Note: Cost based on an estimate of 25 Tier 1 and 50 Tier 2 Edible Food Generators. Renewal years subject to inflation adjustment*



Abound Food Care aims to show communities that there's an abundance of accessible solutions to reduce food waste and food insecurity in our communities.

Basic SB1383 Compliance Program Proposed Budget

The budget below details the implementation of an SB1383 compliant program for the year 2023 and does not address SB1383 requirements in subsequent year. This program excludes the inspection of Tier 2 edible food generators and limits the outreach to Tier 2 edible food generators to two direct Abound Food Care touchpoints and one additional indirect touchpoint.

Task	Description	Estimated Hours	Hourly Rate	Estimated Annual Billing
Task 1/2	Familiar with all SB1383 Edible Food Recovery Compliance Requirements & Identify and Provide Current and Updated List of All Food Recovery Organizations	18.75	\$60	\$1,125
Task 3/6	Provide Annual Site Inspections and Technical Assistance to all Tier 1 Edible Food Generators the City has Identified, Assist with Identifying any Generators the City has Missed, and Assist the City in Providing Program Details to CalRecycle	87.5 hours (inspections) 12.5 hours (management and reporting)	\$60/ hour (inspections) \$75/ hour (management and reporting)	\$5,250 (inspections) \$937.50 (management and reporting)
Task 4	Provide and Fulfill Written Agreements with Tier 1 and Tier 2 Edible Food Generators	250	\$60	\$15,000
Task 5	Track and Record all Donations and Provide Quarterly Reports to the City	164	\$60	\$9,840
Task 7	Provide Regular Progress Reports and Invoices to Facilitate Payments from the City	29.5	\$60	\$1,770
Estimated Annual Total:				\$33,922.50
Not to Exceed Amount				\$34,000.00

Qualifications

Abound Food Care looks forward to bringing our expertise to Costa Mesa to ensure compliance for SB1383 Edible Food Recovery and setting the stage for a comprehensive edible food recovery solution. SB1383, signed in 2016, is a landmark climate change bill which looks to strategically reduce methane emissions as a bold step to change the trajectory of climate change. Since organic materials discarded in landfills is a major contributor to methane emissions, particularly food waste, lawmakers took a unique leadership role of mandating the diversion of food to feed people. When the bill was signed, Abound Food Care had already been building a regional program of stakeholders with the singular mission of ending hunger by utilizing food that would otherwise be discarded for four years. Our team members, and program, became the model example of how SB1383 regulations could catalyze broader change.

Abound Food Care is qualified to not only ensure the city complies with the edible food recovery requirements of SB 1383 but is also ready to expand programs in an effective way to combat food insecurity. We will ensure that our team of experts will complete each task in a timely manner, using our range of expertise in food industry, non-profits, logistics, and deep understanding of SB 1383 compliance requirements.



Our Vision

A world in which hunger and food waste are eliminated.

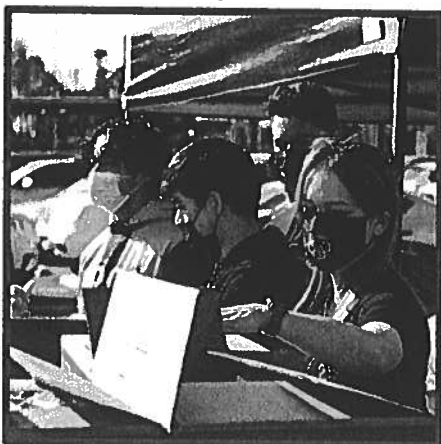
Our Mission

We provide solutions and facilitate collaboration with public, private, and non-profit sectors to guide and support the implementation of regional food care programs that optimize the supply chain to end hunger and food waste.

About Us

Abound Food Care is a registered 501(c)3 corporation which is focused on building a national movement bringing together non-profit, public, and private partner to eliminate food waste and food insecurity. As Food Care experts recognized for optimizing large-scale food ecosystems, Abound Food Care is dedicated to guiding communities, businesses, and nonprofit organizations to not only combat food waste, but to reduce hunger and improve the health of our communities. Originally founded as Waste Not OC, the Abound Food Care model was designed to mitigate the gaps in the food supply chain that led to food waste and the gaps in the healthcare industry that fail to identify insecure individuals and provide them with access to nutritious food. Today, Abound Food Care has recovered over 137 million pounds of excess edible food for distribution to those suffering from food insecurity.

Unmatched Experience



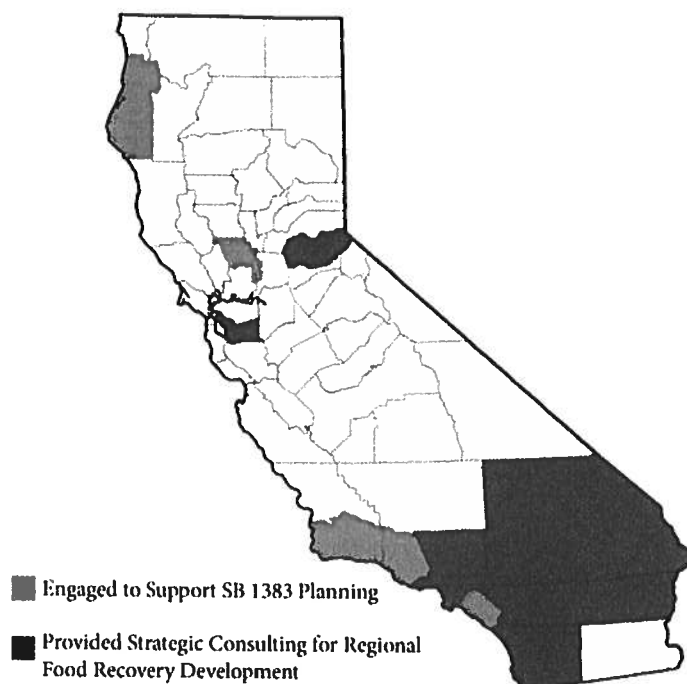
Abound Food Care works collaboratively with the public, private, and nonprofit sectors to facilitate the recovery of excess edible food effectively and efficiently. Abound Food Care provides innovative and highly effective solutions to optimize the food chain, build capacity, and bring stakeholders and resources together to optimize food systems nationally, reducing food waste and food insecurity.

We provide consulting services and food recovery program development and/or oversight utilizing our decades long relationships in the food, healthcare, and waste management industries. Our accomplished and engaged Board of Directors works on our behalf to leverage

longstanding partnerships that result in an effective regional solution to a national problem using local resources. Abound Food Care headquarters is located in Santa Ana, California with 11 staff members working in the areas of outreach, logistics, data collection/analytics and strategic development.

Projects in California

- Abound Food Care has worked with Yolo County to provide a detailed capacity study, providing funding options, operational recommendations, as well as a strategic roadmap towards SB1383 compliance and development of a successful food recovery program.
- Additionally, we have contracts with multiple haulers and cities working collaboratively to provide effective food recovery management and oversight services which ensures SB 1383 compliance and effective food recovery. Some of these cities include Huntington Beach, Seal Beach, Fountain Valley, Orange, La Habra, San Clemente, Laguna Woods, Diamond Bar, Villa Park and Garden Grove.
- In Ventura County, we prepared a preliminary need assessment and situation analysis which served as a precursor to the CalRecycle capacity study.
- We completed capacity studies for Ventura County, Humboldt County, Napa County, and Sonoma County, and Burrtec Waste Inc in San Bernardino County.



About Food Care Sample of Similar Projects

City/ County	Year Completed	Agency	Contact
Yolo County	2021	Yolo County	Marissa Juhler
Huntington Beach	On Going	Republic	Debbie Killey
Napa County	2022	Napa County	Amanda Griffis
Orange	On Going	CR&R	Chrystal Denning
Ventura County	2022	Ventura County	Tobie Mitchell

THIS PROPOSAL IS VALID FOR 30 DAYS AFTER SUBMISSION TO THE CITY OF COSTA MESA.

Proposed Staffing

Our team of experienced food industry professionals works towards a shared purpose and vision of project expectations and has existing experience developing edible food recovery programs. These programs result in feeding hungry people, safely and with dignity, creating new jobs and training opportunities, relationship building across food donors and food recovery organizations that foster trust and brand protection. Our team members are exceptionally knowledgeable on SB1383, are executive committee members of the Edible Food Recovery Technical Advisory Committee (EFR TC) through the California Resource and Recovery Association (CRRRA), developing guidance documents and resources for the entire state. Following are profiles for team members expected to be involved in implementation of this program (full resumes for key leaders are provided in Attachment A):



Mike Learakos, Executive Director: Mike is a food service professional with over 30-years of food industry experience. Under Mike's leadership and with his unique perspective into the foodservice industry, Mike has developed a nationally recognized food care model that focuses on the benefits, collaborations, data and support that is needed between public, private and nonprofit sectors. Mike was also the Chair of the CRRRA Edible Food Recovery Technical Council helping to guide the Statewide conversation around how jurisdictions should prepare for SB 1383.

Project Role: Project Manager – Mike will ensure the project is completed within time, budget and directed scope.



Rachel Otair- Parris, Director of Operations: Rachel is the Director of Operations at Abound Food Care. She brings her knowledge from working in the foodservice industry and the nonprofit sector to provide oversight including nonprofit outreach, food industry outreach, logistics, data tracking and aggregation, grant and special project management, healthcare programs, and assists the CEO in implementing Abound Food Care's strategic plan. Rachel is the Administrative Director of the CRRRA Edible Food Recovery Technical Council.

Project Role: Engagement Team Manager - Rachel will direct the team that will perform outreach to all Tier 1 and 2 generators and food recovery agencies.



Ryan Learakos, Outreach Coordinator: Ryan provides administration and leadership support, including data tracking, task management, scheduling, and outreach. Ryan works with partners to ensure compliance with data tracking requirements and is deeply familiar with the challenges, solutions and relationships between donors and food recovery organizations.

Project Role: Engagement Team Lead: Ryan will assist and coordinate with the outreach team to ensure the tasks are completed.



Becky Brown, Outreach Associate: Becky provides direct outreach to the Tier 1 and Tier 2 edible food generators, educating them on the requirements of SB1383. Becky will work with the food recovery organizations to identify where food donations from the Tier 1 and Tier 2 edible food generations will best be utilized.

Project Role: Engagement Team Member: Becky will conduct the outreach, education and onboarding of Tier 1 and Tier 2 edible food generators and food recovery organizations.



Emily Carter, Outreach Associate: Emily provides direct outreach to the Tier 1 and Tier 2 edible food generators, educating them on the requirements of SB1383. Emily will work with the food recovery organizations to identify where food donations from the Tier 1 and Tier 2 edible food generations will best be utilized.

Project Role: Engagement Team Member: Emily will conduct the outreach, education and onboarding of Tier 1 and Tier 2 edible food generators and food recovery organizations.

Full Resumes of Key Staff



CONTACT

(714) 292-8077

mike@aboundfoodcare.org

1774 N. Greengrove St.,
Orange, CA 92865

EDUCATION

Fullerton College (9/80-12/82)
Fullerton, California

WORK EXPERIENCE

Abound Food Care | 2013 - Present
TJM, INC. | 1993 - Present
Zacky Foods, Inc. | 1989 - 1993



MIKE LEARAKOS

Mike currently serves as the Chief Executive Officer of Abound Food Care, formerly Waste Not OC. He developed the nationally recognized Waste Not OC Model for Food Recovery that optimizes the food supply chain in support of public, private and non-profit organizations working to reduce food waste and food insecurity through innovative solutions. Mike also implemented and developed the Food Repurposing Kitchen Network to further reduce waste and food insecurity utilizing decades of food industry experience. He continues to lead the implementation of logistics solutions in communities, activating existing resources to optimize the food supply chain across the state of California. Mike also developed and implemented a strategic plan for operational procedures including all TJM, Inc., Katella Grill and Catering, and KG Angel Stadium concessions. In 2001, he was City of Orange's Citizen of the Year. He is also a member and previous chair of the CRRA's Edible Food Recovery Technical Council.

HIGHLIGHTS

- TJM Facility Design
- Assisted in the development of the world's first fully sustainable solar powered freezer container.
- Led the transition of the Waste Not OC Food Recovery model from a regional program to a national model.
- Full-line Foodservice Distributor supply chain specialist for Keeler Foods, Inc.



CONTACT

(714) 307-8200
rparris@aboundfoodcare.org
16033 Aventurine Ln.,
Chino, CA 91708

EDUCATION

Fullerton College (2014), BA
Fullerton, California
Santiago Canyon College, AA-T
Orange, California

WORK EXPERIENCE

Abound Food Care | 2016 - Present
YMCA | 1993 - Present
Katella Family Grill | 2008-2016
Power Alley | 2010-2014



RACHEL PARRIS

Rachel currently serves as the Director of Operations for Abound Food Care, duties including provision and guidance in outreach, logistics, and administration in accordance with Abound Food Care's strategic plan. Rachel's responsibilities range from executing growth directives from leadership teams, monitoring day-to-day operations to ensure smooth progress, to supervising staff from multiple departments while providing constructive feedback and guidance. In November 2016 she started with Waste Not OC as Program Manager, duties including providing administrative support, updating metrics and reporting, overseeing pantry needs and logistics coordination, budgeting, accounting and finance, and assistance within marketing and outreach strategies.

HIGHLIGHTS

- Coordination of logistic, outreach, and administrative teams.
- Comprehensive grant writing and reporting.
- Administrative Director of the CRRA Edible Food Recovery Technical Council (CRRA EFR TC) Executive Committee.
- 46th Congressional District Woman of the Year Honoree, 2021.



CONTACT

(714) 329-6732
ryan@aboundfoodcare.org
637 W Division St.,
Chicago, IL 60610

EDUCATION

Santiago Canyon College, ABA
Orange, California

WORK EXPERIENCE

Abound Food Care | 2022 - Present
Minor League Baseball | 2020-
Present
Katella Family Grill | 2009-2020



RYAN LEARAKOS

Ryan is currently the Sales and Outreach Coordinator for Abound Food Care which includes duties as overseeing deadlines are being met with any municipal contracts and contributing guidance to Outreach Associates. Ryan is also tasked with opening up a sales market in Chicago to further grow the Abound Food Care brand nationwide. He started as an Outreach Associate in November of 2021 taking part in Capacity Studies done in counties throughout California. From 2016-2020 he helped cook and create repurposed meals using excess edible food that fed our food insecure communities in Orange County.

HIGHLIGHTS

- Coordinate sales and outreach team for Abound Food Care.
- Assist in selling of system wide solutions as well as cold storage units.
- Experience in logistics planning for excess edible food recovery and meal creation.

Statements of Support



Dr. Robert Levin | Ventura County Public Health Officer |
Robert.Levin@ventura.org | (805) 652-6556

Personal Statement: "Abound Food Care demonstrated through their initial needs assessment provided on behalf of Ventura County that they are reliable, knowledgeable and extremely experienced in the area of edible food recovery and food waste reduction."



Brett Berglund | Sysco Los Angeles Region President
Berglund.Brett@la.sysco.com | (800) 800- 1199

Personal Statement: "Abound Food Care has been a valued partner of Sysco for many years working collaboratively to help create regional food recovery solutions for our organization and our customers. These solutions not only support and enhance our industry but serves to strengthen our communities as well. We support Abound Food Care's regional approach and look forward to continuing to partner in their efforts that will not only increase food rescue and reduce hunger, but also assist in meeting SB1383 requirements."



Tom Koutroulis | Director of Waste & Recycling Orange County
Tom.Koutroulis@ocwr.ocgov.com | (714) 834-4122

Personal Statement: "I remember the work you put in getting the edible food recovery program going in the Orange County, with both persistence and patience and your efforts are paying off. Abound Food Care has become a national model. From my personal experience and interaction within the industry, you are paving the way for edible food recovery."



John Stephen | Former Commissioner of NH Department of Health and Human Services (2003 to 2007) | currently Managing Partner of The Stephen Group, LLC |
jstephen@stephengroupinc.com | (603) 625-8825

Personal Statement: "When my team was working with the State of Mississippi to develop a statewide food recovery program, through their state Human Services, we looked at national best practices and found Abound Food Care (formerly Waste Not OC) was not only a best practice but the national standard for any state or locality to follow. Mike Learakos and his staff assisted us in developing a pilot program that started through the Family Resource Center network and is operating today with great success. Based on my prior Health and Human Service Experience, I can honestly say that there is no Food Recovery program in the nation that is better prepared, coordinated and focused on meeting the critical needs of food security and food safety than Abound Food Care. I would highly recommend their model for any City in America. They are the future of food safety and security in the US."

Ancillary Services

Abound Food Care's experience in industries pertaining to food recovery and food systems optimization led us to identifying universal gaps that crippled food recovery and charitable feeding efforts for decades. As a result, we leveraged our partnerships and relied on our extensive industry experience and relationships to develop the following four critical solutions.

Cold Storage Solutions

There is a universal need for access to additional cold storage. This is especially important when it pertains to the recovery of excess edible food due to the short shelf life associated with excess food and the fact that large quantities of food are sometimes available after normal business hours. Abound is facilitating the development of portable solar powered cold storage units including completion of the first portable subzero 40' freezer unit in the world. Refrigerated units are a valuable logistics tool as an emergency cold storage facility, a 'HUB' for use by food banks to move product to non-profit agencies more effectively and in doing so, reducing the carbon footprint of the NPOs. These units can be tethered to solar powered car ports and connected to the grid that receives its' power from the sun. Finally, these units, when equipped with a back-up power source, can be impervious to power outages thereby protecting against food waste and serving as an emergency meal management tool during the 24 to 48 hours of an emergency.



Repurposing Kitchen



To the food industry, food is money and every food industry business will take steps to save money through the donation of excess edible food once their concerns are mitigated. We found that to be the case and as a result, we identified the inability for the existing non-profit sector to effectively use or distribute bulk pack donated foods used in commercial kitchen operations. To address this glaring gap in the food supply chain, we pioneered the 'Food Repurposing Kitchen Network' that utilizes existing permitted food establishments and culinary education facilities to repurpose or repack bulk foods into nutritious meals or meal components using Cook/Chill food production methodology which extends the shelf life of food from two weeks to over a year providing additional time to distribute the product to non-profit agencies across a larger region and thereby reducing food waste. These meals can be prepared for food insecure individuals with dietary restrictions or as part of an emergency food program that can be heated and prepared for service with just boiling water.

Logistics Support

One reason why the Abound Food Care model works is that it solves logistics challenges by identifying and utilizing resources available throughout a region. Typically, food recovery efforts are limited to non-profit agencies relying on volunteers, traditional avenues of distribution or the purchase of addition costly refrigerated vehicles that are ultimately underutilized. This along with a misconception that donated food can stay within a city hinders the flow of food. Wherever there is food, our model works to reverse the logistics process. Our staff takes on the role of logistics 'air traffic control' identifying and employing distribution resources to move product in a safe, cost effective, and highly efficient manner.



Purchasing Program

In nearly every case, non-profits agencies provide the bulk of the heavy lifting regarding charitable feeding and doing so with a heavy reliance on volunteers and working on shoestring budgets. These agencies typically lack the purchasing power to maximize their procurement dollars. Abound Food Care is developing a purchasing solution that allows non-profit agencies the ability to join a national bulk purchasing program that negotiates prices with manufacturers and processors directly. Coupled with our logistics expertise, the benefit of these economies of scale will translate to substantial savings for non-profit agencies that can then allocate those savings to where they need it most, whether that be operations, capital improvements, or the purchase of additional products. This program will also allow Abound Food Care to work more closely with all non-profit agencies towards a common goal.



EXHIBIT C
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.