



Staff Report

July 12, 2022

TO: Honorable Mayor and Members of the Town Council
FROM: Merrill Buck, Town Engineer
DATE: June 27, 2022
RE: Adoption of a Resolution Authorizing an Edible Food Recovery Program Contract for Services with Placer County, Adopting an Environmentally Preferable Purchasing & Practices Policy, and Authorizing the Filing of a Low Population Waiver for SB 1383 Solid Waste Collection Requirements

Recommendation

Staff recommends that the Town Council adopt a Resolution (Attachment 1) which takes the following actions relating to SB 1383:

1. Authorizes the Town Manager to enter into a Contract for Services with the Placer County Department of Health and Human Services to delegate authority for an Edible Food Recovery Program (Attachment 2); and
2. Adopts an Environmentally Preferable Purchasing & Practices Policy (EPPP) (Attachment 3); and
3. Authorizes the filing of a low population waiver with CalRecycle exempting certain solid waste collection requirements (Attachment 4).

Issue Statement and Discussion

In September 2016, Governor Brown signed Senate Bill (SB) 1383 (Lara, Chapter 395, Statutes of 2016) into law, establishing organic waste disposal reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants.

As it pertains to solid waste, SB 1383 established targets to achieve a 50% reduction in statewide organic waste disposal from 2014 levels by 2020, and a 75% reduction by 2025. It also established an additional 2025 target of recovering, for human consumption, not less than 20% of edible food that is currently being disposed.

Edible Food Recovery Program

Under SB 1383, jurisdictions are required to perform a capacity analysis of their local food bank's ability to receive food, and then establish an edible food recovery program that requires surplus food generators to recover food, that would otherwise be thrown away, up to the

quantities that the food banks can receive, with a goal of reaching a 20% recovery rate by 2025. The Placer County Department of Health and Human Services has taken the lead on performing this analysis on behalf of agencies in the County.

The implementation of food collection to satisfy the capacity analysis is split into two tiers, with Tier One generators required to comply now, as of January 2022, and Tier Two generators having until 2024. The initial tier primarily targets the distribution of longer shelf-life, packaged food, and include supermarkets, large grocery stores, food service providers, food distributors, and wholesale food vendors. In the Town of Loomis only Raley's is included in Tier One. The second tier will involve the distribution of all edible food, including prepared food that spoils more quickly. Tier Two generators include large restaurants, hotels, health facilities, large venues and events, and state and local education agencies.

Under the food recovery program, the Town must identify and provide educational materials to edible food recovery generators so that they are aware of their obligation to recover and distribute their edible food. Annual inspections must also be performed to ensure that contracts are in place with edible food recovery organizations, and that records of all recovered edible food are being maintained. The Town been coordinating with the Placer County Department of Health and Human Services, and under the proposed Edible Food Generator and Food Recovery Organization Contract for Services (Attachment 2), the County would operate the edible food recovery program on behalf of the Town of Loomis and perform education and inspection services. The Contract does not delegate enforcement of the food recovery program, which is required in 2024. For this, the Town will need to utilize its own code enforcement staff.

Environmentally Preferable Purchasing & Practices Policy (EPPP)

Beginning January 1, 2022, SB 1383 requires jurisdictions to purchase paper products with at least 30% recycled content, in addition to a population-based, annual quantity of recovered organic waste products. For the Town of Loomis, the organic waste procurement amounts to 545 tons of material, which the Town can fulfill by either using or giving away compost or mulch.

Jurisdictions are required to have an Environmentally Preferable Purchasing and Practices Policy (EPPP) that incorporates the 30% recycled content paper and recovered organic waste products requirements. With help from the Town Attorney's Office, this policy has been drafted and is ready for adoption (Attachment 3).

Low Population Waiver

CalRecycle recognizes that low population jurisdictions have a smaller organic waste footprint and can face significant challenges collecting organic material. CalRecycle therefore offers a low population waiver from the organic waste collection regulations included in SB 1383. To qualify, a jurisdiction must have a population of less than 7,500 people and a 2014 disposal quantity of less than 5,000 tons. Loomis meets these requirements, so staff is therefore recommending that the Council authorize the submission of a low population waiver to CalRecycle (Attachment 4). The waiver only applies to organic waste collection. Jurisdictions that receive approval for a low population waiver will still be required to contribute to the state's organic waste recovery targets by implementing other sections of the SB 1383 regulations, including the procurement of compost or mulch.

It's worth noting that much of what the waiver would exempt the Town from is currently being provided by Recology as part of their solid waste service. The intent behind applying for the waiver is not to change how organic waste is currently being collected, but to have relief from penalties and other regulatory consequences for non-compliance, as a fall back. The waiver would also relieve the Town from some of the administrative costs associated with recordkeeping, waste contamination evaluation, and waste generator compliance enforcement. If approved by CalRecycle, the waiver would be good for 5-years.

CEQA Requirements

The requested actions are exempt under the California Environmental Quality Act (CEQA) Guidelines sections 15378(b)(2) and 15378(b)(5) as ongoing administrative or organizational activities that will not result in direct or indirect physical changes in the environment.

Financial and/or Policy Implications

Costs associated with administering and implementing the contract with the County, purchasing policy, and low population waiver are fairly minor and can be covered by the Town's Solid Waste Reduction Fund, established to help the Town comply with landfill waste diversion and recycling programs.

Attachments

1. Resolution
2. Placer County Contract for Services - Food Recovery Program
3. Environmentally Preferable Purchasing & Practices Policy (EPPP)
4. SB 1383 Low Population Waiver

TOWN OF LOOMIS

RESOLUTION 22 - _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT FOR SERVICES
WITH PLACER COUNTY DELEGATING AUTHORITY FOR AN EDIBLE FOOD RECOVERY
PROGRAM, ADOPTING AN ENVIRONMENTALLY PREFERABLE PURCHASING AND
PRACTICES POLICY (EPPP) AND AUTHORIZING THE FILING OF A LOW POPULATION
WAIVER WITH CALRECYCLE EXEMPTING CERTAIN
SOLID WASTE COLLECTION REQUIREMENTS**

WHEREAS, Governor Brown signed SB 1383 (Lara, Chapter 395, Statutes of 2016) into law in September 2016, establishing organic waste disposal reduction targets; and

WHEREAS, SB 1383 requires the recovery of at least 20% of currently disposed edible food, that is still suitable for human consumption, by 2025; and

WHEREAS local jurisdictions are required to establish an edible food recovery program that identifies large surplus food generators, provides them with educational material and follows up with inspections to ensure that they are recovering edible food; and

WHEREAS, the County has offered to lead the Edible Food Recovery Program on behalf of the Town of Loomis and provide educational outreach and inspection services; and

WHEREAS, SB 1383 also requires that local jurisdictions adopt an Environmentally Preferable Purchasing & Practices Policy (EPPP) that includes, among other things, provisions for purchasing 30% recycled content paper and recovered organic waste products such as compost or mulch; and

WHEREAS, SB 1383 also requires that local jurisdictions provide organic waste collection service, but offers a low population waiver to qualifying jurisdictions, exempting those jurisdictions from certain organic waste collection requirements; and

WHEREAS the Town of Loomis qualifies for a low population waiver; and

WHEREAS submitting a low population waiver to CalRecycle will exempt the Town from certain administrative duties such as organic waste collection recordkeeping, evaluation of waste contamination, and enforcement of waste generator compliance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Loomis, that the Town Manger is hereby authorized to sign and execute the Contract for Services with Placer County for Edible Food Recovery Program services; and be it

FURTHER RESOLVED by the Council of the Town of Loomis, that the Environmentally Preferable Purchasing & Practices Policy (EPPP) dated June 2022 is hereby adopted; and be it

FURTHER RESOLVED by the Council of the Town of Loomis, that the Town Manger is hereby authorized to sign and submit a low population waiver to CalRecycle, exempting the Town from certain organic waste collection requirements.

PASSED AND ADOPTED this 12th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mayor

ATTEST:

Deputy Town Clerk

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Edible Food Generator and Food Recovery Organization Education and Inspection Services
CONTRACT NO. HHS000447
BEGINS: July 13, 2022
ADMINISTERING AGENCY: Health and Human Services, Environmental Health

This is an Agreement made and operative as of the 13th day of July, 2022, between the COUNTY OF PLACER, through its Health and Human Services Department, hereinafter referred to as "COUNTY", and the TOWN OF LOOMIS, hereinafter referred to as "TOWN", both parties being political subdivisions of the State of California.

WHEREAS, TOWN has the authority and is required to implement the requirements of Senate Bill 1383 ("SB 1383") as adopted in regulatory text Code California Code of Regulations Title 14, Division 7, Chapter 3 to reduce organic waste, including edible food, from disposal in landfills, and

WHEREAS, COUNTY has the responsibility and expertise to provide to consumers food that is safe, unadulterated, and honestly presented through the adoption of science-based standards in accordance with statewide health and sanitation standards, regulations, and laws in accordance with the California Retail Food Code, and

WHEREAS, COUNTY is specially trained, experienced, and competent to provide educational resources to and perform inspections of edible food generators and food recovery organizations as defined in SB 1383 and TOWN has determined to rely on such representations, and

WHEREAS, TOWN has determined that it is beneficial for COUNTY to provide educational resources and specified inspection services of edible food generators and food recovery organizations as defined in SB 1383 through the Environmental Health Division of the Placer County Health and Human Services Department, and COUNTY has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** TOWN agrees to coordinate with COUNTY and delegate authority to COUNTY to provide TOWN with services, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or impose additional payment obligations to TOWN except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY may collect fees from TOWN or directly from facilities identified by TOWN as subject to SB 1383 requirements. For fees incurred that have not been directly paid from facilities, TOWN will pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered

pursuant to this Agreement. This payment amount shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement.

4. **INVOICES:**

- 4.1. COUNTY will provide invoices to TOWN on a monthly basis, within 30 days of the close of each calendar month. TOWN will review, approve, and pay all valid invoices within 30 days of receipt.
- 4.2. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

TOWN'S INVOICING ADDRESS
Attn: Sean Rabe, Town Manager
Town of Loomis
P.O. Box 1330
Loomis, CA 95650

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise as law shall be liberally construed to meet legal requirements.
6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from the beginning date identified on the first page of this Agreement, and continuing until terminated by either party.
7. **TERMINATION:**
 - 7.1. TOWN and COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to the other party. If the TOWN gives notice of termination for cause, COUNTY shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.
 - 7.2. In the event TOWN terminates this Agreement, COUNTY shall be paid for all work performed according to the County's fee schedule.
8. **RECORDS:**

If Agreement is state or federally funded, COUNTY will be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (California Government Code, Section 8546.7).
9. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit B, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
10. **CONFIDENTIALITY of RECORDS and INFORMATION:** COUNTY agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. COUNTY will not use or disclose confidential information other than as permitted or required by this Agreement and will notify TOWN of any discovered instances of breaches of confidentiality. COUNTY will ensure that any subcontractors' agents receiving

confidential information related to this Agreement agree to the same restrictions and conditions that apply to COUNTY with respect to such information.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY: Robert L. Oldham, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to TOWN: Sean Rabe, Town Manager
Town of Loomis
P.O. Box 1330
Loomis, CA 95650

Changes in contact person or address information shall be made by notice, in writing, to the other party.

12. **NONDISCRIMINATION:** During the performance of this Agreement, TOWN and COUNTY shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
13. **ASSIGNMENT:** COUNTY shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of TOWN. The terms of this Agreement shall also apply to any subcontractor(s) of COUNTY.
14. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with TOWN. This Agreement shall not restrict COUNTY from entering into similar, equal or like goods and/or services with other entities or sources. COUNTY shall only provide those services as defined by this agreement.
15. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
16. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and TOWN with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
17. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
18. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other

electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

TOWN OF LOOMIS ("TOWN") *

COUNTY OF PLACER ("COUNTY")

_____ Signature
_____ Print Name
Date: _____

_____ Robert L. Oldham, Director, Department of Health & Human Services
Date: _____

Approved as to Form Office of TOWN Attorney
_____ Signature
_____ Print Name
Date: _____

Approved as to Form Office of Placer County Counsel
_____ Signature
_____ Print Name
Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES:

- 1.1. COUNTY shall perform services within the incorporated jurisdiction of TOWN. TOWN herein designates the COUNTY, and the COUNTY herein agrees to conduct inspections of edible food generators and food recovery organizations on behalf of the TOWN for purposes set forth in this contract.
- 1.2. COUNTY will provide educational outreach services on behalf of the Town, in conjunction with performing inspections within TOWN's jurisdiction, to assist edible food generators and food recovery organizations with SB 1383 compliance.
- 1.3. COUNTY will provide annually (each July 1st) a list of eligible food generators and food recovery organizations located within the jurisdiction to the TOWN. TOWN will be responsible for review and validation of the list. TOWN will approve edible food generators and food recovery organizations to be inspected by the COUNTY. COUNTY agrees to provide TOWN with accurate documentation and reports, compliant with SB 1383, regarding education and inspection services provided by COUNTY.
- 1.4. COUNTY may collect fees from facilities identified by TOWN as subject to SB 1383 requirements to recover cost of providing services and shall retain all such fees. TOWN is responsible for paying fees not submitted by such facilities.
- 1.5. If TOWN requires additional services outside of this agreement, a separate agreement for those services will be established.

PAYMENT PROVISIONS

This is a fee for services contract. COUNTY will be paid for services at the current Commercial Edible Food Generator Fee rate listed on the COUNTY Environmental Health Fee Schedule, or otherwise approved by the Board. All rates are per inspection. At the time of execution, the current county fee is \$103 per inspection, which is subject to adjustment by the Board of Supervisors. The fee in effect at the time will be the applicable fee for the duration of this agreement.

COUNTY may collect fees from TOWN or directly from facilities identified by TOWN as subject to SB 1383 requirements. TOWN is responsible to paying COUNTY for fees it is unable to collect from facilities.

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PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

TOWN shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The TOWN hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. TOWN agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the TOWN. TOWN also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against TOWN or the COUNTY or to enlarge in any way the TOWN'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from TOWN'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

TOWN shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing. TOWN's evidence of self-insured status shall meet these requirements.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to TOWN'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the TOWN.

TOWN shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of TOWN, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by TOWN in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If TOWN carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If TOWN carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

TOWN shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by TOWN shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the TOWN, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The TOWN shall be responsible for all deductibles in all of the TOWN's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

TOWN's Obligations - TOWN'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - TOWN shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the TOWN'S obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the TOWN to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

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TOWN OF LOOMIS

Policy Concerning Environmentally Preferable Purchasing & Practices (EPPP)

Proposed for Town Council Adoption - July 12, 2022

1.0 Purpose and Findings

The purpose of this policy is to encourage the purchase and use of environmentally preferable products and services by Town staff, elected officials, volunteers, consultants and contractors and to require sustainable purchasing practices that comply with State requirements per 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 Procurement Regulations) to procure a specified amount of recovered organic waste products to support organic waste disposal reduction targets, to support markets for recovered organic waste products, and to purchase recycled-content paper products.

2.0 Definitions

"Annual Recovered Organic Waste Product Procurement Target" - the amount of Organic Waste in the form of a Recovered Organic Waste Product that the Town is required to procure annually under 14 CCR Section 18993.1. This target shall be calculated by multiplying the per capita procurement target, which shall be 0.08 tons of organic waste per California resident per year, times the Town's residential population using the most recent annual data reported by the California Department of Finance. Annually, CalRecycle will provide notice to the Town of its Annual Recovered Organic Waste Product Procurement Target by posting such information on CalRecycle's website and providing written notice directly to the Town.

"Compost" - the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility or as otherwise defined in 14 CCR Section 17896.2(a)(4). Compost eligible for meeting the Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling operation or facility permitted or authorized under 14 CCR, Division 7, Chapter 3.1 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Division 7, Chapter 3.2. Compost shall meet the State's composting operations regulatory requirements.

"Consider" - to actively and in good faith seek the stated objectives of purchasing recycled content or environmentally preferable products.

"Direct Service Provider" - a person, company, agency, district, or other entity that provides a service or services to the Town pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).

"Feasible" - whenever possible and compatible with local, state, and federal law, without reducing safety, quality, or effectiveness, and where the practice, product or service is available at a reasonable cost in a reasonable period of time. Reasonable cost shall be no more than 10% of the less sustainable product.

"Leadership in Energy and Environmental Design (LEEDTM) Rating System" - the green building assessment system developed by the U.S. Green Building Council designed for rating new and existing commercial, institutional, and high-rise residential buildings.

"MWELO Standards" - Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's MWELO, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015.

"Mulch" - mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR, Division 7, Chapter 12. Mulch must meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

1. Be produced at one of the following facilities:
 - a. Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10). Mulch excludes mulch from chipping and grinding operations; or
 - b. Transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or
 - c. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR, Division 2.
2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a) (24.5) (A)(1)- (3).

"Organic Waste" - solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a) (16.5), respectively.

"Paper Products" - include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, toweling; or as otherwise defined in 14 CCR Section 18982(a)(51). Printing and writing paper include, but are not limited to, copy paper, envelopes, envelopes, writing tablets, newsprint, uncoated writing papers, posters, brochures, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

"Procurement of Recovered Organic Waste Products" - purchase or acquisition of organic waste products by the Town or the Town's Direct Service Providers for direct use or give-away (not to be resold). The Town's Annual Recovered Organic Waste Product Procurement Target can be fulfilled directly by the Town or by Direct Service Providers through written contracts or agreements.

"Publicly-Owned Treatment Works" or "POTW" - has the same meaning as in Section 403.3(r) of Title 40 of the Code of Federal Regulations.

"Recovered Organic Waste Products" - products made from California, landfill-diverted recovered organic waste processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60). Products that can be used to meet the Annual Recovered Organic Waste Product Procurement Target shall include compost or mulch, as described herein, and provided that such products meet the requirements of 14 CCR, Division 7, Chapter 12, Article 12.

"Recordkeeping Designee" - the staff person appointed by the Town Manager or their designee to track procurement and maintain records of Recovered Organic Waste Product procurement efforts both by the Town and others, if applicable, as required by 14 CCR, Division 7, Chapter 12, Articles 12 and 13.

"Recyclability" - that the paper products and printing and writing paper offered or sold to the Town are eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations Section 260.12.

"Recycled-Content Paper Products" and "Recycled-Content Printing and Writing Paper" - such paper products that consist of at least 30%, by fiber weight, postconsumer fiber, consistent with the requirements of Public Contract Code Sections 22150 to 22154, as amended.

"SB 1383" - Senate Bill 1383 (Chapter 395, Statutes of 2016), which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

"SB 1383 Regulations" - or refers to, for the purposes of this policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

"State" - the State of California.

"Town" - the Town of Loomis.

3.0 Recovered Organic Waste Product Procurement Requirements

A. Annual Recovered Organic Waste Product Procurement Target

1. The Town will annually procure for use or giveaway a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target in compliance with this Chapter.

2. To be eligible to meet the Annual Recovered Organic Waste Product Procurement Target, products that may be procured include the following:
 - a. Compost.
 - b. Mulch.

B. Requirements for Town Departments

Departments that are responsible for landscaping maintenance, renovation, construction, or related activity are to prioritize the use of Compost and Mulch produced from recovered Organic Waste for landscaping maintenance, renovation, or construction. SB 1383 Eligible Mulch used for land application must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a) (24.5) (A)(1)-(3).

C. Procedures & Recordkeeping Requirements for Procured Organic Products Town Projects

1. The Town is required to keep records, including invoices or proof of Recovered Organic Product procurement and submit records annually to CalRecycle upon completion of project. Records shall include:
 - a. General description of how and where the product was used and applied, if applicable.
 - b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured.
 - c. Type of product and quantity of each product.
 - d. Invoice or other record demonstrating purchase or procurement.

D. Requirements for Compost and or Mulch Giveaway Events or Other Distribution

1. For compost and mulch provided to residents, businesses or other organizations through giveaway events or other types of distribution methods, the Direct Service Provider (including the Town's franchised hauler) shall maintain an accurate record of the quantity of compost or mulch that is distributed. These records will include:
 - a. General description of how/where product was used and or applied, as applicable
 - b. Source of product (physical location), type of product and quantity of product
 - c. Invoice or other record demonstrating purchase, distribution event or giveaway
2. The Town's Recordkeeping Designee will keep records of compost and mulch provided for SB 1383 reporting purposes, and for the procurement of Mulch, report that mulch procured by the Town or Direct Service Provider meets the land application standards specified in 14 CCR Section 18993.1, as it may be amended from time to time.

3. When Procurement of Recovered Organic Waste Products occurs through a Direct Service Provider, the Town will require a written contract or agreement, or execute a purchase order with enforceable provisions that states mulch procured by the Direct Service Provider meets land application standards specified in 14 CCR Section 18993.1, as it may be amended from time to time.

4.0 Requirements for Procurement of Recycled Content Paper Products

- A. The Town shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever the total cost is the same cost, lesser cost, or not more than 10% of the non-recycled content alternative, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154. All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12.
- B. The Town must maintain records of all Paper Products and Printing and Writing Paper purchases and provide sufficient records to the Recordkeeping Designee at an agreed upon schedule, but not less than annually to enable the Recordkeeping Designee to complete the required documentation for CalRecycle. The Town shall provide a copy of the invoice/ documentation of purchases, vendor name, purchaser name, date and quantity purchased, recycled content information. If non-Recycled-Content Paper Products and/or non-Recycled- Content Printing and Writing Paper are purchased, Town is to detail why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not purchased.
- C. Town Vendor Procurement Requirements
 1. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to the Town are to Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever the total cost is the same cost, lesser cost, or not more than 10% of the non-recycled content alternative, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154, as amended. Vendors are to only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 CFR Section 260.12.
 2. Vendors are to certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Town. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website. Vendors are to certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered

or sold to the Town are eligible to be labeled with an unqualified recyclable label as defined in Title 16 CFR Section 260.12.

3. Vendors are to provide records of all Paper Products and Printing and Writing Paper purchased (both recycled-content and non-recycled content) made by a Town department to the Recordkeeping Designee on a schedule to be determined by the Recordkeeping Designee. Records shall include a copy of the invoice/documentation of purchase, written certifications as required, purchaser name, quantity/date purchased, and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper is purchased include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not purchased.
4. All vendors providing printing services to the Town via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever the total cost is the same cost, lesser cost, or not more than 10% of the non-recycled content alternative, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154, as amended.

5.0 SB 1383 Recordkeeping

- A. The Recordkeeping Designee shall be responsible for consolidating information from all Town Departments pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.
- B. The Recordkeeping Designee will track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper as follows:
 1. Collect copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of Town's documentation of its compliance with 14 CCR Section 18993.3.
 2. Collect copies of invoices or receipts or documentation evidencing procurement from all Town departments procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the Town to ensure compliance in meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as part of the Town's documentation of its compliance with 14 CCR Section 18993.1.

3. Collect and maintain documentation submitted by the Town, Direct Service Providers, and/or vendors. Compile an annual report on the Town's procurement, vendor/other procurement on behalf of the Town of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 and 14 CCR Section 18993.4, as amended. This report shall be submitted to CalRecycle pursuant to 14 CCR Division 7, Chapter 12, Article 13, as amended from time to time.

6.0 Other Environmentally Preferably Procurement Priorities

- A. Town shall prioritize the purchase of environmentally preferable products, services, and practices, whenever feasible, that include the following:
 1. Zero Emission and or Fuel-Efficient Vehicle Fleet. When replacing Town fleet vehicles, Town will prioritize zero emission vehicles and or fuel-efficient vehicles, provided the vehicle meets the performance standard needed for its purpose. When replacing vehicles, less-polluting alternatives such as compressed natural gas, bio-based fuels, hybrids, electric batteries, or fuel cell types are to be considered.
 2. Town Landscaping/Maintenance Services. When considering landscape maintenance services, Town will prioritize provisions of Sustainable Guidelines for Landscape Professionals and establish a preferred list of native and drought-tolerant plants for use.
 3. Energy Efficient Electronic Equipment and Solar Installation. When considering purchase of new electronic equipment, Town will prioritize products that include the "Energy Star" certification and meet "EPEAT" energy efficiency standards. All employees should maintain equipment on the most energy efficient settings. Town will consider solar installation and battery storage on Town properties when deemed economically beneficial.
 4. Water Efficient Products. When considering purchase of water fixtures, plumbing fixtures, and toilets, etc. Town will prioritize the purchase of items that include the "Water Sense" certification to maximize water efficiency.
 5. Leadership in Energy and Environmental Design (LEED)/Green Building. When building or renovating Town facilities, staff will prioritize Leadership in Energy and Environmental Design (LEED) green building practices. When exterior hardscape modifications are made to existing Town facilities, staff will consider replacement of impervious surfaces with permeable substitutes such as permeable asphalt, concrete or pavers for walkways, patios, parking lots and driveways.
 6. Water Efficient Landscape Ordinance. New development and retrofitted landscape water efficiency standards shall be governed by the Model Water Efficient Landscape Ordinance (MWELo), which promotes efficient water use in new and retrofitted landscapes.

Low Population Waiver Application for Cities or Special Districts Providing Solid Waste Collection Services

CalRecycle is providing this form as a convenience to assist cities or special districts providing solid waste collection services for purposes of applying for low population waivers under 14 CCR 18984.12(a). Use of this form is optional and not a regulatory requirement.

A jurisdiction (city or special district providing solid waste collection services) may apply to CalRecycle for a waiver for some or all of its generators from some or all of the requirements of Article 3 in 14 CCR 18984 through 18984.13.

To qualify for a low population waiver, the following must apply to the jurisdiction:

- The jurisdiction disposed less than 5,000 tons of solid waste in 2014 as reported in the CalRecycle Disposal Reporting System.
- The jurisdiction has a total population of less than 7,500 people.

CalRecycle-approved waivers are valid for a period of up to five years. A jurisdiction may apply to renew a waiver at any time up to 180 days prior to the expiration of an existing approved waiver. An approved waiver does not waive a jurisdiction from its obligation to comply with the other requirements of the SB 1383 regulations including, but not limited to, promoting and providing information to generators about waste prevention, community composting, managing organic waste on site, and other means of recovering organic waste.

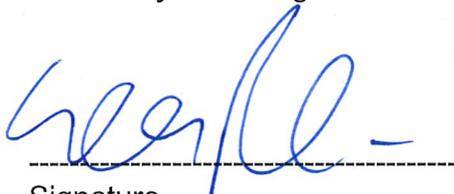
Please clearly print or type your responses. Attach additional pages as necessary.

Jurisdiction Name: <i>Town of Loomis</i>	County: <i>Placer</i>
Person Completing the Application:	
First Name: <i>Sean</i>	Last Name: <i>Rabé</i>
Title: <i>Town Manager</i>	
Mailing Address: <i>3665 Taylor Road</i>	
City: <i>Loomis, CA</i>	
Zip Code: <i>95650</i>	
E-mail Address: <i>srabe@loomis.ca.gov</i>	
Phone Number: <i>(916) 824-1519</i>	

1. Did you dispose less than 5,000 tons of solid waste in 2014 as reported in the Disposal Reporting System?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2. What is the current total population of your jurisdiction? <i>US Census Bureau - July 1, 2021 Estimate</i>	<i>6,868</i>	
3. How many generators are included in this waiver request? (This total includes all generators, such as residential, commercial, industrial, etc.) <i>Residential - 2,303 ; Commercial - 222</i>	<i>2,525 approx.</i>	
4. What duration are you requesting?	<input type="checkbox"/> 1 year	<input type="checkbox"/> 2 years
	<input type="checkbox"/> 3 years	<input type="checkbox"/> 4 years
		<input checked="" type="checkbox"/> 5 years

(Requests cannot be longer than 5 years)					
5. What requirements of Article 3 in 14 CCR 18984 are you requesting to be waived? (Select all that are that are applicable to this request.)					
<input checked="" type="checkbox"/> 14 CCR 18984 Combined Organic Waste Collection Services	<input type="checkbox"/> 14 CCR 18984.1 Three-Container Organic Waste Collection Services	<input type="checkbox"/> 14 CCR 18984.2 Two-Container Organic Waste Collection Services			
<input type="checkbox"/> 14 CCR 18984.3 Unsegregated Single Container Collection Services	<input checked="" type="checkbox"/> 14 CCR 18984.4 Recordkeeping Requirements for Compliance with Organic Waste Collection Services	<input checked="" type="checkbox"/> 14 CCR 18984.5 Container Contamination Minimization			
<input checked="" type="checkbox"/> 14 CCR 18984.6 Recordkeeping Requirements for Container Contamination Minimization	<input checked="" type="checkbox"/> 14 CCR 18984.7 Container Color Requirements	<input checked="" type="checkbox"/> 14 CCR 18984.8 Container Labeling Requirements			
<input checked="" type="checkbox"/> 14 CCR 18984.9 Organic Waste Generator Requirements	<input checked="" type="checkbox"/> 14 CCR 18984.10 Commercial Business Owner Responsibilities	This box is blank			

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge.



 Signature

Sean Rabe

 Printed Name

Town Manager

 Title

7/12/22

 Date