

**AGREEMENT FOR SERVICES BETWEEN
CITY OF YORBA LINDA AND
ABOUND FOOD CARE**

This agreement (“Agreement”) is made and entered into as of the date of last signature below (“Effective Date”) by and between the City of Yorba Linda (“Client”) and Abound Food Care, a California nonprofit public benefit corporation (“Abound”).

Recitals

WHEREAS, Abound has a unique expertise in the area of food recovery; and

WHEREAS, Abound represents that it is experienced and competent to perform the services which will be required by this Agreement; and

WHEREAS, Client desires to use Abound services to support achievement of its objectives in the City of Yorba Linda ; and

WHEREAS, Abound and Client (“Party” or “Parties”) desire to enter into this agreement to set forth the terms and conditions that will govern Abound’s provision of services to Client.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, upon the general terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the Parties hereto agree as follows:

I. Scope of Service

Abound shall perform the the services set forth in its proposal which is attached hereto as Exhibit A.

II. Compensation

- a. The cost of implementing the program is \$19,200 per year to be paid monthly (\$1,600 per month).
- b. Cost of services may be adjusted by Abound each year on July 1 by a percentage equal to the percentage change in the Consumer Price Index for All Urban Consumers, CUURS49ASA0 not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim, for the twelve (12) month period ending three (3) months prior to the applicable adjustment date, although no such adjustment may exceed 3%.

III. Term

The term of this Agreement shall be for a period commencing on the Effective Date and terminating on June 30, 2027. This Agreement shall automatically renew for successive one year terms unless terminated by either party with 30 days notice prior to annual renewal.

IV. Billing and Payment

Abound shall submit to Client an invoice for each calendar month in which Abound performs services under this Agreement. Client shall make payment on each such invoice within thirty (30) days of receipt.

V. Indemnification

Each party shall defend, indemnify, and hold harmless the other Party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a Party’s gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, obligations, covenants or agreements under this Agreement.

VI. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

VII. Insurance

Abound shall, throughout the duration of this agreement, maintain comprehensive general liability and property insurance covering all operations of Abound, its agents and employees, performed in connection with this agreement including, but not limited to, premises and automobile.

- a. Abound shall maintain the following limits:

General Liability

Combined Single Limit Per Occurrence \$1 million

General Aggregate \$1.5 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis)

Automobile Liability

Combined Single Limit Per Occurrence \$1 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims-made basis.)

Workers Compensation.....As required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

- b. All insurance companies with the exception of Worker’s Compensation affording coverage to Abound shall be required to add Client, its officers, employees, and agents, as “additional insureds” by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance for the work performed under this agreement and that no other insurance affected by Client or any other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to the additional insureds.
- c. All insurance companies affording coverage to Abound shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
- d. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by certified or registered mail to Abound should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- e. Abound shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Client concurrently with the submittal of this agreement. A statement on the insurance certificate which states that the

insurance company will endeavor to notify the certificate holder, “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” does not satisfy the requirements of subsection (E) herein. Abound shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.

- f. Abound shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by Abound to provide such a substitution and extend the policy expiration date shall be considered default Abound.
- g. Maintenance of insurance by Abound as specified in this Agreement shall in no way be interpreted as relieving Abound of any responsibility whatever and Abound may carry, at its own expense, such additional insurance as it deems necessary.

VIII. Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other party.

IX. Compliance with Laws, Rule, and Regulations

Services performed by Abound pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

X. Integration and Amendment

This Agreement, including the proposal attached hereto and incorporated herein as Exhibit A, represents the entire understanding of Client and Abound as to those matters contained herein. The provisions of this Agreement shall govern as between Abound’s proposal and this Agreement. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

XI. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Orange.

XII. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect.

XIII. Termination

If either Party believes that the other has materially breached any obligations under this Agreement, such Party shall so notify the breaching Party in writing with a detailed description of the breach. The breaching Party shall have thirty (30) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching Party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching Party shall have the right to terminate this Agreement without further notice. Termination is effective by the date of delivery such a notice. In addition to the forgoing provisions related to termination for cause, Client may terminate this Agreement without cause, at any time and for any reason, upon 30 days prior written notice to Abound.

XIV. Notices

Written notices to Abound and Client shall be addressed to:

To Abound:
Mike Learakos
Abound Food Care
200 N Tustin Ave Ste 110
Santa Ana, CA 92705

To Client:
City of Yorba Linda
Attn: Mark Pulone, City Manager
4845 Casa Loma Avenue
Yorba Linda, CA 92886

All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

XV. Limitation of Liability

ABOUND'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF INSURANCE COVERAGE OUTLINED IN PARAGRAPH VII.

XVI. Survival

Paragraphs IV, and V shall survive termination of this Agreement.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date below.

For Abound:

For Client:

Signature: _____

Signature: _____

Name:

Name:

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICE



Abound Food Care

PROPOSED SCOPE OF SERVICES - MUNICIPAL FOOD RECOVERY COMPLIANCE PROGRAM

This proposal is **valid for a period of 60 days** from time it is submitted by Abound Food Care.

I. Jurisdiction

Abound Food Care ("Abound") will provide services on behalf of the City of Yorba Linda ("Jurisdiction").

II. Generator List Update

Abound will complete a review of the Jurisdiction's list of Tier I and Tier II food waste generators. Review will check for completeness and accuracy of lists. Updates will be documented and made available to the Jurisdiction.

III. Outreach

Abound will conduct, and record, targeted outreach to capture required information related to the recovery of excess edible food. Outreach efforts will identify food generators that have implemented a food donation program and those that require additional follow-up to ensure they initiate a donation program. Outreach will be in cooperation with city and Republic Services staff. Abound will conduct outreach to Tier I and Tier II edible food generators after the initial contact by Republic Services informing generators of the SB1383 edible food requirements. Results of outreach efforts will be tracked using the Abound CRM platform. Outreach touchpoints will include:

- a. Tier I and Tier II food waste generators as defined by CA SB1383 and corresponding regulations in effect at the time of initial implementation.

IV. Outreach Material

Abound will provide material, including educational material highlighting the benefits of participation and requirements to be compliant with SB 1383, to support outreach efforts by both its own staff and by Jurisdiction staff.

V. Outreach Documentation

To support compliance with the municipal requirements mandated in CA SB1383, Abound will record the results of outreach efforts through the use of the Abound CRM platform. Data which will be captured includes elements such as generator name, date of contact, type of contact, and summary of discussion. Abound will provide to the Jurisdiction reports documenting outreach efforts and corresponding results.

VI. Jurisdiction Department Support

Abound will coordinate with, and provide support to, all applicable Jurisdiction departments to inform food waste generators about food recovery requirements. Applicable departments include Building and Planning Department, Parks and Recreation, Public Works, school districts, colleges, and universities.

VII. Donation Tracking

On behalf of the Jurisdiction, using food recovery or other platforms selected at its discretion, Abound will record excess edible food donated within the city by Tier I and Tier II 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.

VIII. Safe Food Handling

Abound, using proprietary or partner platforms at its discretion, will make safe food handling training available to all nonprofit food pantries operating within the Jurisdiction. An option to use third-party food safety auditing services is also available.

IX. Resource Identification

In coordination with the Jurisdiction, Abound will identify additional assets and resources needed by non-profit food pantries operating within the Jurisdiction to effectively reduce food waste. Potential resources may include, but are not limited to, food repurposing kitchens, educational partnerships including vocational training, food insecurity screening by health care providers and joint grant opportunities.

X. Non-Profit Pantry List Maintenance

Abound will provide, annually, an updated listing of non-profit pantries available to recover excess edible food within the Jurisdiction.

XI. Inspections

Abound will conduct annual inspections of identified Tier I and Tier II food generators to assure compliance with SB1383 regulations. Inspections will include confirmation of a written agreement with a food recovery organization or service, the active use of a food donation log which records the generators' food donation activities, and identification of red flags.

Program Cost

The cost of implementing the Abound Municipal Program, as outlined above, is \$19,200.00 per year to be paid monthly (\$1,600.00 per month). Cost may be adjusted by Abound each year by an amount not to exceed the annual increase in the Consumer Price Index as published by the U.S. Department of Labor.

Term

Term of the agreement is four years.

