

Council Meeting of
November 8, 2011

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Public Works – Approve agreement to continue implementation of the Used Oil Payment Program. Expenditure: \$52,384.70

RECOMMENDATION

Recommendation of the Public Works Director that City Council approve a consulting services agreement with K.J. Services Environmental Consulting in the amount of \$52,384.70 to continue implementation of the City's Used Oil Payment Program for FY 2011/2012.

Funding

Funding is available from the 2010/11 Used Oil Grants/Payment Program.

BACKGROUND/ANALYSIS

Since 1994, the City of Torrance has received the annual Used Oil Recycling Block Grant from the California Integrated Waste Management Board, for the purpose of promoting the recycling of oil and filters from car oil changes. The funding is usually around \$36,000 each year and is based on population. This year we received approximately \$41,000 with an additional \$12,000 supplement. The City has used these funds over the years to recruit and assist with certified centers for the collection and recycling of used oil, distribution of used oil recycling containers and related materials, as well as literature and other promotional items. Last year Torrance participants recycled more than 50,000 gallons of oil.

For the past several years we have contracted with K.J. Services for the implementation of the used oil program. Staff has been impressed with the quality of their services and their introduction of new directions for the program, including participation at local car shows, school programs, special collection events at certified centers, and designing our used oil recycling website at www.recycletorrance.org. K.J. Services also handles purchasing of any promotional items for program outreach efforts. City staff maintains oversight and adherence to City purchasing protocols. This proved to be a successful arrangement in prior contracts, and staff would like to continue with this format for the contract again this year.

In addition, after a comparison with 3 other consulting companies that could provide similar programs with comparable staff levels, K.J. Services has the lowest per hour rate:

Company name	Hourly rate:
K.J. Services Environmental Consulting	\$80
John Hunter and Associates	\$105
Huls Environmental	\$110
SGA	\$100 - \$120

This project is part of the City's efforts to comply with AB 939, the California Integrated Waste Management Act, which requires cities to provide public education and awareness of waste reduction programs and activities.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



Matthew Krapp
Sanitation Services Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachment: A. Contract Agreement and Proposal

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of November 8, 2011 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and KJ Services Environmental Consulting, a sole proprietorship (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to implement the used oil recycling grant.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through November 7, 2012.

3. COMPENSATION

- A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$52,384.70 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

- A. Termination by CITY for Convenience.

- 1. CITY may, at any time, terminate the Agreement for CITY’s convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

The Public Works Director or the Director's designee is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Kevin Sales, Owner/Principal
Mariana Sales, Consultant

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may 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.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

- A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of

any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT: KJ Services Environmental Consulting
9020 Hornby Avenue
Whittier, CA 90603

Fax: 562-944-3267

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONSULTANT'S AUTHORITY TO EXECUTE**

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT;

(iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;
and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a municipal corporation

KJ Services Environmental Consulting
a sole proprietorship

Frank Scotto, Mayor

By: _____
Kevin Sales
Owner/Principal

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 10/29/2008

EXHIBIT A
SCOPE OF SERVICES

Proposal attached

USED OIL BLOCK GRANT WORK PLAN

TASK #1 –USED OIL COLLECTION CENTERS

In order to maintain an effective and viable used oil collection center network, KJServices staff will complete the following task:

- Verify the continuing participation of the existing Torrance businesses registered as Certified Used Oil Collection Centers (CCCs). This verification will include on-site visits to each Center to check on their participation and adherence to all the Used Oil program regulations (signs posted, accepting oil from the public, offering the \$.40 per gallon rebate, etc). During these visits staff will also answer any questions the operators have and help them with any program related problems they may be experiencing. In addition, KJS staff will contact the Centers on a regular basis to gather statistical information about the number of customers bringing in used oil and the total amount of oil collected. CalRecycle allows cities to use grant funds for up to two Certified Center site visits per year. KJServices staff will use the second visit each year to complete the CalRecycle required Site Visit Report for inclusion with the City's annual report.

Staff will maintain an accurate listing of the City's used oil collection centers in the nationwide Earth911 (1800CLEANUP and www.CLEANUP.org) environmental database. The Earth911 database will allow Torrance residents to quickly and easily find their nearest used oil collection center. The Earth911 toll-free phone number, 1800CLEANUP, will appear on all program advertising and educational and promotional materials.

- Identify and solicit other appropriate businesses in the City to join the network of Used Oil Collection Centers. KJServices staff will review the location of the existing Used Oil Collection Centers in the City. Based upon their location, KJS will identify under-served areas of the City. Our staff will then identify auto-related businesses in those areas to contact as a possible Used Oil Collection Center. The goal will be to locate a Used Oil Collection Center within one half (1/2) mile of each resident in the City of Torrance.

Once possible new collection centers are identified, staff will contact the business with a letter explaining the used oil recycling program and its benefits. A follow-up phone call will be made to each business and an on-site visit scheduled to discuss the program with the business owner or manager. If a business meets the requirements of the program and if the owner expresses a willingness to join the City's network of collection centers, KJS staff will assist the business in registering with the State to become a Certified Used Oil Collection Center.

COST - \$2,500

KJServices – 25 hrs @ \$80/hr - \$2,000

CCC equipment and support materials - \$500

TASK #2 – PROMOTION OF THE USED OIL PROGRAM AT CITY EVENTS

KJServices staff will provide support to the City's Used Oil Recycling program through public education and promotional activities at major community events. During the 2011– 2012 grant year, KJS will provide staff for a Used Oil Recycling booth at the following events:

Torrance High School Car Show – October 2011
 Edelbrock / Torrance Car Show – April 2012
 Madrona Marsh / Public Works Open House – June 2012

At each of these events, KJServices staff will distribute Used Oil Recycling educational materials including a list of Certified Collection Centers in the City. In addition, the Used Oil Recycling booth at these events will distribute used oil recycling kits and promotional items. Staff will also be on hand to answer any questions from community members.

KJServices staff will select an automotive related promotional item to be distributed at these events. Possible items include shop towels, Karboard creepers, oil funnels, and the like. The City before its purchase will approve the selected item, and its used oil-recycling message. Any item chosen will meet all State requirements for recycled content and will be approved by the City's grant manager prior to purchase.

Cost - \$9,400

KJServices – 40 hrs @ \$80/hr = \$3,200
 Used Motor Oil Promotional Item(s) - \$3,500
 Used Oil Recycling Containers (300 units) - \$1,500
 Display vehicle for the two car shows - \$1,200

Task #3 – RECYCLE TORRANCE ADVERTISING AND PROMOTION

KJServices staff will assist the City's Public Works Department with the continued promotion and support of the City's new interactive web site, *Recycle Torrance*. The on-going goal of this promotion campaign is to support the website and encourage its use by Torrance residents.

The continued advertising and promotion campaign will include the following elements:

1. Newspaper advertisements – KJServices staff will place quarterly *Recycle Torrance* ads in the PennySaver and the Daily Breeze. The ads will prominently feature the web site's address (www.recycletorrance.org) along with a listing of certified used oil collection centers (CCCs) in the City.
2. Ads and articles in the City's regularly mailed newsletter – KJServices will place information and an ad, if possible, in appropriate City newsletters and in the City's bi-monthly water bill mailing.
3. Set up a *Recycle Torrance* Facebook page and Twitter account.

Cost - \$8,832

KJServices staff – 25hrs @ \$80/hr - \$2,000

Daily Breeze – 4 1/4 page ads (3 cols x 8”) @ \$1,008 each - \$4,032

PennySaver – 4 full-page ads @ \$700 each - \$2,800

TASK #4 – COMMUNITY GROUP OUTREACH

KJServices proposes to implement a comprehensive outreach to a variety of community groups in the City of Torrance. This program would provide staff to give presentations to groups in the City, explaining the used oil program, providing information about storm water pollution prevention, and safe and proper disposal of household hazardous waste and universal waste.

Community groups that will be invited to participate include:

- Neighborhood Watch Groups
- Neighborhood associations
- PTA and school groups
- Senior groups and Senior Center classes
- Teen Center
- HOA Associations
- Community service organizations
- Youth and adult athletic leagues

At each presentation staff will provide educational materials to residents along with a small program promotional item. Additionally staff will distribute flyers and other information about any upcoming local environmental events such as hazardous waste round-ups, e-waste collections, water-saving toilet exchanges, and “Mow Down Pollution” lawnmower exchanges.

The goal of the community group outreach program is to make the residents aware of the various programs offered by the City for the proper disposal and recycling of used motor oil and filters, and the safe disposal of household hazardous waste and universal waste materials.

COST - \$3,200

KJServices – 40 hrs @ \$80/hr = \$3,200

TASK #5 – TORRANCE SPRING CLEAN UP EVENTS

KJServices staff will assist the City with planning and managing a used motor oil and filter collection event. The event will be held in conjunction with a paper shredding and electronic waste collection event, all three of which will be scheduled for May or June 2012.

At this event, KJS staff will set up an oil collection area in a City-owned parking lot. At that location staff will collect used motor oil from the public, consolidated in to 55-gallon drums and, as necessary, have those drums emptied by a used oil vacuum truck, which will be located on-site. Additionally, staff will collect used oil filters from the public. For those residents who bring in a used oil filter, staff will give the participant a coupon for a new filter, redeemable at an O’Reilly Auto Parts store in the City.

Staff will also distribute used oil recycling containers, program promos (such as shop towels and funnels) and Certified Collection Center (CCC) info to all residents who attend the event.

The used oil and filter collection event will be advertised via the PennySaver newspaper and event flyers distributed at City locations and at the participating O'Reilly Auto Parts.

Cost – \$5,540

KJServices – 25 hrs @ \$80/hr - \$2,000

Collection event supplies (drums, spill kit, etc.) - \$500

Asbury Environmental vacuum truck (4 hrs @ \$85/hr) - \$340

Daily Breeze – 1 1/4 page ad (3 cols x 8”) - \$1,100

PennySaver – 2 full-page ads @ 800 each - \$1,600

TASK #6 – RECYCLE TORRANCE WEBSITE MAINTENANCE AND UPDATE

KJServices staff will review the City's *Recycle Torrance* website to update the listed data as necessary. This will include ensuring that the recycling locations listed are current and accurate, and will include the addition of new recycling locations for existing materials as well as new facilities for any new materials that are determined to be recyclable. KJServices staff will work with the host of the *Recycle Torrance* website to provide the updated data and ensure that the site is updated properly and accurately.

KJServices will also review the entire Recycle Torrance website to make sure that all site elements are operating properly (the animated vignettes, and each page on the web site). Our staff will also look for any additional information or links that may want to be added to the website to make it more complete and useful to local residents.

Lastly, KJServices will review the analytic data provided by the website host to determine how often the site is being accessed, which particular pages are viewed most often, and how to best promote the increased use of the Recycle Torrance website.

Cost – \$5,700

KJServices – 40 hrs @ \$80/hr - \$3,200

Web site hosting and technical updates - \$2,500

TASK #7 – CERTIFIED COLLECTION CENTER RECOGNITION

The City of Torrance has a network of local businesses that act as Certified Used Oil Collection Centers. These businesses; auto parts stores, auto services shops, quick lube centers, and auto dealers, provide convenient locations where residents can bring their used motor oil, and in some cases oil filters, for proper collection, storage and recycling. Without these businesses the City of Torrance's used oil program would not be as successful as it has become.

As a Thank You to these businesses, the City will establish a recognition program that will invite the owners of selected CCCs to attend a City Council meeting and be recognized by the Mayor and Council members. The selected CCCs will receive a plaque to thank them for their participation in the City's program.

Cost – \$2,212.70

KJServices – 10 hrs @ \$80/hr - \$800

Recognition awards and materials - \$1,412.70

TASK #8 – USED OIL AND POLLUTION PREVENTION CABLE VIDEO COMMERCIALS

The City of Torrance will develop a series of environmental videos that will be shown on their cable television network and made available on the City's website. Under the City's used oil program, Torrance will produce two (2) environmental commercials to promote the used oil recycling program and the storm water pollution prevention program.

The two new video subjects will focus on Used Oil Certified Collection Centers (CCCs) and Household Hazardous Waste and Electronic Waste.

Cost – \$10,100

KJServices – 20 hrs @ \$80/hr - \$1,600

Time Warner production of cable spots - \$2,500

Environmental commercials (2 spots at 30 seconds each) - \$6,000

Task #9 – HIGH SCHOOL AUTO SHOP OUTREACH

Over the last several years, KJServices staff has been able to present information about the City's used oil recycling program to selected classes at some of the local high schools. Because of the positive response we have received from both the students and the teachers, and because of the importance of reaching this segment of the community, KJServices proposes to continue to work with the local Torrance high school students through presentations to selected classes. For 2011 – 2012 we will work to increase these classroom presentations to all the high schools in the City, including all four public high schools (Torrance, North, South, and West) as well as to two private high schools in the community (Bishop Montgomery and Pacific Lutheran high schools). In addition, as we have for the last two years, we will continue to make presentations to the auto shop classes at the Southern California Regional Occupation Center (SCROC).

KJServices will conduct a 30-minute used oil recycling presentation that will be given to selected environmental science, earth science and auto shop classes at all the schools listed

above. KJS staff will coordinate these presentations with the District and each individual school site.

KJServices staff will design a classroom presentation that concentrates on the following used oil recycling topics:

- The amount of used motor oil generated in the Southern California area by Do It Yourselfers and home mechanics.
- The impact that improper disposal has on the City of Torrance and the South Bay.
- Local resources for the proper collection and recycling of used motor oil.
- Re-refined oil and other products manufactured from used motor oil.
- Safe auto repair and the proper collection and disposal of automotive fluids.

Each classroom presentation will be given in English. If necessary, as determined by the school and the classroom teacher and with the approval of the City, classroom presentations can be given in Spanish.

COST - \$2,900

KJServices - 30 hrs @ \$80/hr = \$2,400

(Presentations at up to 10 high school science or auto shop classes plus presentation preparation)

Used oil recycling containers and program promos and materials - \$500

TASK #10 – PROGRAM ADMINISTRATION

This task will include those activities needed to administer the grant on behalf of the City. Activities will include preparation of reimbursement requests to the State, assisting the Certified Centers with administrative compliance issues, and preparation of required status reports as well as the end-of-grant final report. Regularly scheduled update meetings will also be held with city staff to keep them apprised of the progress of the grant tasks.

COST - \$2,000

KJServices – 25 hrs @ \$80/hr = \$2,000

Total Cost - \$52,384.70

EXHIBIT B
COMPENSATION SCHEDULE

Payment will be per monthly invoice.