Council Meeting of
August 24, 2010

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

Members of the Council:

SUBJECT: Public Works – Approve a Consulting Services Agreement to continue implementation of the Used Oil Payment Program. Expenditure: $70,337.52

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 $70,337.52 to continue implementation of the City's Used Oil Payment Program for FY 2010/2011.

Funding

Funding is available from the 2008/09, 2009/10 and 2010/11Used 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, paid by reimbursement, and is based on population. 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 178,000 gallons of oil.

In January of 2010, the California Integrated Waste Management Board was dissolved and these duties are now part of the new Department of Resources Recycling and Recovery, known as CalRecycle. As part of the reorganization, the Used Oil Recycling Grant has been streamlined and renamed the Used Oil Payment Program (OPP). The new requirements are that all funding must be expended within two years, instead of the prior program's three year expenditure option. Normally, we assign the consulting contract with one year of the grant funding. However, we have some upgrades and additional expenditures needed for the program this year, including new equipment for airport oil recycling collection, a special recognition for the companies that provide the certified center collection for the public, and additional advertising and outreach options to assist with implementation of the Strategic Plan. This is why the amount of the contract is higher than normal, as it includes the current year's funding as well as the remaining

balances from two prior years to enable us to cover the expenses for these additional tasks.

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.

In the past, staff had reserved funds to handle promotional item purchases separately. K.J. Services now oversees that responsibility to provide better coordination of materials and program outreach efforts. Staff still 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.

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 Knapp
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 August 24, 2010 (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 Proposal attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Proposal 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 August 24, 2011.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Proposal attached as Exhibit A, 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 $70,337.52 ("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 Proposal. 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 their 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

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

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

By:_____

KJ Services Environmental Consulting
a Sole Proprietorship

By:_____
Kevin Sales
Owner/Principal

Attachment: Exhibit A Proposal

Revised: 10/29/2008

EXHIBIT A

PROPOSAL

USED OIL BLOCK GRANT PROPOSAL FOR TORRANCE

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 $.16 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 monthly basis to gather statistical information about the number of customers bringing in used oil and the total amount of oil collected. The Waste Board 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 Waste Board 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 nation-wide Earth's 911 (1800CLEANUP and www.CLEANUP.org) environmental database. The Earth's 911 database will allow Torrance residents to quickly and easily find their nearest used oil collection center. Earth's 911 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 - $3,400

KJServices – 30 hrs @ $80/hr - $2,400
CCC equipment and support materials - $1,000

Torr 14th cycle grant - $37,471 Approximation of 15th cycle grant - $22,483

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 2010– 2011 grant year, KJS will provide staff for a Used Oil Recycling booth at the following events:

Torrance High School Car Show – October 2010
Edelbrock / Torrance car show – April 2011
Environmental Fair – April/ May 2011
Public Works Open House – June 2011 (when scheduled)

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 - $14,400

KJServices – 80 hrs @ $80/hr = $6400
Used Motor Oil Promotional Item(s) - $5,000
Used Oil Recycling Containers (600 units) - $3,000

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.com) along with a listing of certified used oil collection centers (CCCs) in the City.

2. Ads and articles in the City's newsletter and other related outreach – KJServices will place information and an ad, if possible, in appropriate City newsletters and brochures and other related outreach efforts.

3. Supporting and Peripheral materials – To support the other outreach activities listed KJServices staff will develop and produce the following item to be distributed at community events, presentations and at public counters.

a. Mousepads – Using the graphic designs developed for the *Recycle Torrance* interactive website, KJServices will reorder the promotional mouse pads previously purchased and distribute them to residents through a variety of outreach events and activities.

Cost - $12,950
KJServices staff – 25hrs @ $80/hr - $2,000
Daily Breeze – 4 1/4 page ads (3 cols x 8") @ $1,100 each - $4,400
PennySaver – 4 full-page ads @ 800 each - $3,200
Mouse pads (printing) – 1000 qty @ $3.35 each = $3,350

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
- 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 - $4,997.52
KJServices – 50 hrs @ $80/hr = $4,000
Materials – $997.52

TASK #5 – TORRANCE AIRPORT USED OIL SITE REPLACEMENT EQUIPMENT AND AIRPORT OUTREACH
After meeting with Mike Blyleven at the Torrance Airport, it was determined that the airport needs some new equipment for their used oil collection site. The new equipment will improve

the ease of use of the site for the DIYer aircraft owners and pilots as well as help keep the site cleaner and safer. The airport has requested the following replacement equipment:

- New used oil tank- the current tank at the airport is old and clogged with sludge. The new tank will be an exact replacement for the equipment they currently have (a Chem-Tainer model 385 gallon used oil tank)
- Containment deck – the airport has requested a proper containment deck to place the new tank on. Currently the airport has the tank placed on several wooden pallets that raise the tank up off the concrete pad. While the wooden pallets do raise the tank above the concrete and keeps it out of the way of rain water that seeps into the used oil collection area, it does not provide a system for collecting spills and drips. The new containment decking will both raise the tank up off the concrete floor (by about 4 ½ ") as well as provide a containment sump to hold any spilled or dripped oil.

In addition to replacing the equipment and updating the used oil collection site at the airport, KJServices will look for opportunities for outreach to the pilots and aircraft owners at the airport.

Cost – $9,750
KJServices – 25 hrs @ $80/hr - $2,000
Used oil tank (385 gallon Chem-Tainer tank) - $2,250
Containment decking (4 52" by 52" deck sections) - $2,000
Airport outreach materials and brochure – 3,500

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 Anna's Web (or any other company that may host the *Recycle Torrance* website in the future) 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 may it more complete and useful to local residents.

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

Cost – $5,840
KJServices – 48 hrs @ $80/hr - $3,840
Web site hosting and technical updates - $2,000

Torr 14th cycle grant - $37,471 Approximation of 15th cycle grant - $22,483

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 – $2,800

KJServices – 10 hrs @ $80/hr - $800
Recognition awards and materials - $2,000

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.

Cost – $8,400

KJServices – 20 hrs @ $80/hr - $1,600
Environmental commercials (2 spots at 60 seconds each) - $6,800

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 some 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 2010 – 2011 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 South Bay Regional Occupation Center (SROC).

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.

Torr 14th cycle grant - $37,471 Approximation of 15th cycle grant - $22,483

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 Southbay.
- 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 - $5,800
KJServices - 40 hrs @ $80/hr = $4,800
(presentations at up to 20 high school science or auto shop classes plus presentation preparation)
Used oil recycling containers and program promos and materials - $1000

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 - $70,337.52