

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND
THE CITY OF WEST COVINA FOR PARTICIPATION IN THE SAN GABRIEL
VALLEY REGIONAL FOOD RECOVERY PROGRAM**

This Memorandum of Agreement (“MOA”) is made and entered into to be effective as of the 1st day of November, 2026 (“Effective Date”) by and between the City of West Covina, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

- A. The passage of SB 1383 (Lara, 2016) implemented statewide targets to reduce statewide disposal of organic waste and increase recovery of currently disposed edible food for human consumption. Specifically, SB 1383 aims to recover at least 20% of currently disposed edible food for human consumption by 2025. The California Department of Resources Recycling and Recovery (CalRecycle) has developed regulations entitled “Short-lived Climate Pollutants: Organic Waste Reductions” (hereafter “SLCP Regulations”), which regulations are codified at Chapter 12 of Division 7 of Title 14 of the California Code of Regulations, sections 18981.1 et seq.
- B. To recover 20% of edible food that would otherwise be sent to landfills by 2025, SB 1383 requires local jurisdictions to establish food recovery programs and strengthen their existing food recovery networks.
- C. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies and has established and is administering a Regional Food Recovery Program (the “Program”).
- D. The CalRecycle 1383 Local Assistance Grant funding for the Program expires on November 2, 2026. The City desires to continue receiving Program services and agrees to provide the necessary funding to the SGVCOG for the ongoing implementation of the Program.
- E. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA and further agree as follows:

NOW, THEREFORE, the Parties agree to the following:

I. RECITALS

The above Recitals are made a substantive part of this MOA.

II. SCOPE OF SERVICES

The Scope of Services is attached hereto as Exhibit “A” and incorporated herein by this reference.

III. TERM

The term of this MOA shall commence on November 1, 2026, and shall continue through June 30, 2028. The term of this MOA may be extended by mutual written MOA of the Parties.

IV. RESPONSIBILITIES OF THE PARTIES

A. SGVCOG:

1. Designate a point-of-contact with name, title, and contact information who will serve as the SGVCOG’s Project Manager. If the point-of-contact is reassigned or no longer with the SGVCOG, a new point-of-contact will be promptly designated.
2. Oversee and implement Program Management, Inspections, and Edible Food Recovery Program Implementation, as defined in the Program’s Scope of Work (Exhibit A).
3. Undertake procurements, execute contracts, and manage contracts, including administration, project management, and invoicing, to complete the Program set forth in the Program’s Scope of Work (Exhibit A).
4. Respond to and address City questions regarding Program implementation.
5. Coordinate regional and City-specific conference calls, meetings, and other communication with City and consultant monthly or as necessary.
6. Provide Annual Inspection Reports and other materials to City to support the Electronic Annual Report (EAR) and other CalRecycle Reporting.

B. City:

1. Maintain membership in the SGVCOG during the entire term of this MOA.
2. Designate a point-of-contact to serve as the City’s Project Manager to coordinate with the SGVCOG and consultants.
3. Respond to data and information requests from the SGVCOG and its consultants in a timely manner to support the implementation of the Program.
4. Participate in scheduled monthly conference calls and/or meetings with the SGVCOG and consultants throughout the implementation of the Program.

5. Provide comments and feedback on Program implementation, Program materials, and other Program deliverables to consultants or the SGVCOG, on deliverables as necessary.
6. Implement the Inspection requirements, as defined in the Program's Scope of Work (Exhibit A).
7. Comply with requirements of jurisdictions under SB 1383. SGVCOG will provide guidance and make recommendations to facilitate compliance with SB 1383 but the City is the party responsible for ensuring compliance with the regulation.
8. Remit payment to the SGVCOG for the City's share of Program costs within thirty (30) days of receipt of an invoice. If an invoice is not paid within ninety (90) days of receipt, SGVCOG reserves the right to not provide the services outlined in Exhibit A.

V. INVOICING

- A. SGVCOG shall invoice City upon the execution of this Agreement for FY2026-27 and by June 1, 2027, for FY 2027-2028.
- B. For FY 2026-27, City must remit payment prior to November 1, 2026. For FY 2027-28, City must remit payment to SGVCOG within thirty (30) days of receipt by City. If an invoice is more than thirty (30) calendar days past due, SGVCOG reserves the right to cease Program implementation on behalf of the City until payment is received.
- C. SGVCOG shall reconcile the actual cost of services to the amount budgeted in Exhibit B. If the actual cost of the City's Task 2 Estimated Inspection Implementation is less than the budgeted amount, SGVCOG shall credit these unspent funds to the City on the City's next invoice. If there are no future City invoices, the SGVCOG will reimburse the City for that amount at the end of the Agreement. If the actual cost for Task 2 Estimated Inspection Implementation is more than the budgeted amount, SGVCOG shall invoice the City for the actual cost of Task 2 program implementation. SGVCOG shall inform the City of any changes and anticipated total costs prior to completing any activity beyond the budgeted amount. If the actual cost of Task 2 implementation is anticipated to be more than 10% of the budgeted cost, the City may elect to opt-out of Task 2 with no penalty.

VI. AMENDMENTS

Except as specifically provided herein, any change in any of the terms and conditions of this MOA shall not have any force and effect unless a written amendment has been prepared and executed by authorized representatives of the Parties.

VII. PROGRAM MANAGEMENT

A. Program Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Program Manager:

Luis Garcia Chavez
Management Analyst
San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
626-962-3552
lgchavez@sgvcog.org

2. For the purposes of this MOA, the City designates the following individual as its Program Manager:

Kelly McDonald
Assistant to the City Manager
(626) 939-8494
kmcdonald@westcovina.org

Either Party may change the designations set forth herein upon written notice to the other Party.

VIII. TERMINATION

- A. This MOA may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (30) days after such notice is received.
- B. If either Party terminates this MOA prior to the completion of the MOA term, SGVCOG will reconcile the actual cost of services and Program implementation incurred up to the effective date of termination against the advance payments made by the City:
 1. If the actual costs are less than the amount paid by the City, SGVCOG shall reimburse the unspent funds to the City within thirty (30) days of the effective date of termination.
 2. If the actual costs incurred prior to termination exceed the amount paid, SGVCOG shall issue a final invoice to the City for the difference, which the City shall pay within thirty (30) days of receipt.

IX. INDEMNIFICATION

- A. Neither the SGVCOG, its member agencies, or their respective officers, employees,

consultants or volunteers (the “SGVCOG Indemnitees”), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the City under or in connection with the performance of this MOA.

- B. The City shall indemnify, defend and hold the SGVCOG Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the City’s obligations under this MOA, unless caused by the active negligence or willful misconduct of the SGVCOG Indemnitees.
- C. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected and appointed officials, officers, employees, and volunteers, at SGVCOG’s sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this MOA.

X. INSURANCE

City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City’s or SGVCOG’s performance of its obligations hereunder.

XI. OTHER TERMS AND CONDITIONS

- A. Notices. All notices required or permitted to be given under this MOA shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Mackenzie Bolger
 Acting Sustainability Manager
 San Gabriel Valley Council of Governments
 1333 S. Mayflower, Suite 360
 Monrovia, CA 91016
 (626) 214-1316
 mbolger@sgvcog.org

with a copy to: Marisa Creter
 Executive Director
 San Gabriel Valley Council of Governments
 1333 S. Mayflower, Suite 360
 Monrovia, CA 91016
 (626) 457-1800
 mcreter@sgvcog.org

To City: Kelly McDonald
Assistant to the City Manager
1444 W. Garvey Ave. S.
West Covina, CA 91790
(626) 939-8494
kmcdonald@westcovina.org

with a copy to: Milan Mrakich
City Manager
1444 W. Garvey Ave. S.
West Covina, CA 91790
(626) 939-8401
mmrakich@westcovina.org

- B. No Partnership. This MOA is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the MOA, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire MOA. This MOA and any exhibits attached hereto constitute the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This MOA may be modified only in writing and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This MOA shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOA, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this MOA, each Party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- G. Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this MOA shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.

- H. Headings. The section headings contained in this MOA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this MOA on behalf of a Party warrant that they are duly authorized to execute this MOA on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this MOA.
- L. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- M. Electronic Signatures. This MOA may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed as of the day and year first above written.

“CITY”

“SGVCOG”

City of West Covina

San Gabriel Valley Council of Governments

By: _____
Milan Mrakich,
City Manager

By: _____
Marisa Creter,
Executive Director

Approved as to form:

Approved as to form:

By: _____
Thomas P. Duarte,
City Attorney

By: _____
Cassie Trapesonian,
General Counsel

Exhibit “A”
Scope of Services

Task 1: Program Management

SGVCOG will oversee Program implementation, including but not limited to managing consultants, facilitating the completing of inspections, managing the inspection contract (including the inspection, education, and enforcement process) and supporting compliance reporting with the City for its annual CalRecycle reporting.

Task 1a: Careit Software Subscription

SGVCOG will retain a Careit Executive Account to help municipalities increase commercial edible food generator access to food recovery organizations and food recovery services. Careit is a digital food donation marketplace that matches any type of business with extra edible food to a nearby nonprofit. Nonprofits find donations in their area that match their food requirements and set up a pick-up or drop-off with the donor and their staff or volunteers. Careit includes all necessary SB 1383 record-keeping requirements for edible food generators, food recovery organizations, and food recovery services.

Through Careit:

- Businesses and nonprofits can download the Careit app and login to post their available food donations.
- Nonprofits can reserve the donations and enter the final weights.
- Businesses can view a tiled photo list of all donations showing the name and contact info of the food recovery organization, list, and category of items donated, date of donation, and quantity of items donated.
- Businesses and nonprofits can see a running tally of the donations’ weight, which can be filtered by the past day, week, month, year, or all time.
- Businesses and nonprofits can auto-generate a written agreement between each party for every donation recovered through the app. Written agreements are available to download on the user’s profile through their online dashboard.

With the Executive Account, all participating jurisdictions and businesses within their jurisdictions have access to the Basic Careit Account subscription. Through this subscription, all participating jurisdictions can:

- Comply with SB 1383 Section 18995.2 requirements for an implementation record
- Provide a list of users from their zone to be uploaded into the Careit database
- Request Careit to create user accounts for each business or organization
- Generate and provide reports monthly and annually for inclusion in the CalRecycle EAR
- View all donation information from entities that reside within the zone to determine SB 1383 compliance
- View aggregated information to evaluate program implementation progress communitywide

Through this subscription, all businesses within each jurisdiction can:

- Export all donation data.
- Post once and edit recurring donations to reflect scheduled pickups or reduce the need to

log in and create a new donation every day.

- Track basic inventory to assist with enhanced tax deduction calculations, with automated year-end tax receipt letters.

Task 2: Inspections and Enforcement

Inspections: SGVCOG and its consultants will complete Inspections of Tier 1 and Tier 2 edible food generators (EFGs) and food recovery organizations (FROs) based on the schedule shown in Table 1.

- **Compliance Inspections:** Inspections of all Tier 1 and Tier 2 EFGs and FROs to determine compliance with SB 1383, as enumerated in Table 3 of Exhibit B. The following Tier and Tier 2 businesses are defined by CalRecycle:
 - **Tier 1:** Businesses that may have more produce, fresh grocery, and shelf-stable food to donate, including: wholesale food vendors, food service providers, food distributors, and supermarkets & grocery store equal to or less than 10,000 sq. ft.
 - **Tier 2:** Businesses that may have prepared food to donate, which often require more careful handling to meet food safety requirements, including: hotels, restaurant facilities, health facilities, state agency cafeterias, local education agencies, and large venues & events.
- **Non-Compliance Inspections:** Inspections of non-compliant businesses at least 60 days following enforcement actions by the City (including letters of non-compliance and Notices of Violation). For the purposes of this MOA, SGVCOG assumes that 65% of Tier 1 and Tier 2 businesses will require 2 non-compliant inspections, which will be completed in alignment with Table 1. Should the actual percentage of non-compliant businesses be different, SGVCOG and its consultants will complete non-compliant inspections of the actual number of non-compliant businesses.

Enforcement: City staff will be responsible for completing enforcement actions in conjunction with the SGVCOG in accordance with the schedule in Table 1. SGVCOG and its consultants will provide all necessary documentation to City following inspections to facilitate City's enforcement actions (e.g. notices of violation (NOVs), letters of non-compliance, or financial penalties).

- **Notice of Violation (NOV):** Formal notice issued to a non-compliant EFG or FRO specifying SB 1383 violations, required corrective actions, and a timeline for compliance and financial penalties.
- **Letter of Non-Compliance:** Notice issued to a non-compliant EFG or FRO specifying SB 1383 violations and corrective actions needed to achieve compliance without issuing financial penalties.
- **Financial Penalties:** Monetary fines issued to EFGs or FROs that remain out of compliance after a non-compliance inspection following the issuance of an NOV.

Table 1. Inspection and Enforcement Timeline

Inspection Type and Enforcement	Time Frame	Responsible Party
Non-Compliance Inspections	Nov 2026 – Jan 2027	SGVCOG
Financial Penalties	Dec 2026 – Feb 2027	City
Compliance Inspections	Sept – Nov 2027	SGVCOG
NOVs or Letters of Non-Compliance	Oct – Dec 2027	City

Non-Compliance Inspections	Jan – Mar 2028	SGVCOG
Financial Penalties	Feb – Apr 2028	City

Task 3: Edible Food Recovery Program Implementation

SGVCOG will implement projects that ensure and enhance the region's capacity to recover edible food, as required by SB 1383. Activities may include but are not limited to supporting the food recovery capacity of FROs or piloting other innovative approaches to increasing edible food recovery capacity.

Exhibit “B”
Budget & Invoicing Schedule

Table 2. FRESH SGV Budget Breakdown

Fresh SGV Implementation Costs Nov 1, 2026 – June 30, 2028						
Task	Est. Unit Cost	Est. # of Inspections	Est. # of EFGs/FROs	FY 26-27	FY 27-28	Total
Task 1: Inspection Program Management*				\$1,365.00	\$3,465.00	\$4,830.00
Task 1a: Careit Software Subscription (20 months)**				\$2,652.00		\$2,652.00
Task 2: Estimated Inspection Implementation***				\$13,650.00	\$34,650.00	\$48,300.00
Task 2a: Compliance Inspections	\$500	1	42	\$0	\$21,000.00	\$21,000.00
Task 2b: Non-Compliance Inspections	\$500	2	27****	\$13,650.00	\$13,650.00	\$27,300.00
Task 3: Edible Food Recovery Program Implementation*****				\$5,600.00	\$8,400.00	\$14,000.00
Total				\$23,267.00	\$46,515.00	\$69,782.00

*Program Management cost is calculated as 10% of the budgeted cost of the compliance and non-compliance inspections.

** Careit Software Subscription is based on the number of EFGs and FROs.

***Task 2 costs are estimated based on the anticipated unit cost of each inspection and the estimated number of non-compliance inspections that are required. If the actual cost for the implementation of Task 2 is less than the budgeted amount, SGVCOG shall credit any unspent funds to the City on the City’s next invoice. If the actual cost for the implementation of Task 2 is more than the budgeted amount, SGVCOG shall invoice the City for the actual cost of program implementation. If the actual cost of implementation is anticipated to be more than 10% of the budgeted cost, the City may elect to opt-out of Task 2 with no penalty.

****Assumes that 65% of EFGs and FROs enumerated in Table 3 will require non-compliance inspections.

*****Edible Food Recovery Program Implementation costs are based on the number of EFGs.

Table 3. Number of EFGs and FROs

Number of EFGs	42
Number of FROs	0
Total Sites	42

Invoice Schedule

The SGVCOG will invoice the City on the following schedule:

- **Fiscal Year 26-27:** Invoice will be issued upon MOA execution for services rendered from November 1, 2026, through June 30, 2027.
- **Fiscal Year 27-28:** Invoice will be issued by June 1, 2027, for services rendered from July 1, 2027, through June 30, 2028.

At the end of each fiscal year, SGVCOG will reconcile the actual cost of the City's inspections against the amount budgeted in Table 2.