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File ID: 2025-00834

4/29/2025

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**Agreement with the County of Yolo for Organic Material Diversion Services [Published for 10-Day Review 04/17/2025]**

File ID: 2025-00834

**Location:** Citywide

**Recommendation:** Pass a **Motion** authorizing the Interim City Manager or designee to execute an agreement with the County of Yolo for the processing of residential organic material collected by the City of Sacramento in an amount not to exceed \$36,461,000 for an initial ten-year term with five one-year options to renew.

**Contact:** Adam Roitman, Program Specialist, (916) 808-3508, aroitman@cityofsacramento.org; John Febbo, Integrated Waste General Manager, (916) 808-4949, jfebbo@cityofsacramento.org; Department of Public Works

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Agreement

**Description/Analysis**

**Issue Detail:** The City of Sacramento (City) has three agreements for organic material diversion services that are set to expire or have options to cancel between June 30, 2025, and June 30, 2027. Staff is seeking City Council approval to award the County of Yolo an agreement to provide organic material diversion services for ten years with five one-year options to renew, starting July 1, 2025. This agreement was presented to the County of Yolo Board of Supervisors on January 28, 2025, and approved.

To comply with Senate Bill (SB) 1383, which went into effect on January 1, 2022, the City participated in a joint regional Request for Proposals (RFP) for organic material diversion services in conjunction with the County of Sacramento and City of Folsom. The City awarded three short-term agreements, one to the County of Yolo, one to the County of Sacramento, and one to California Wood Recycling, Inc. dba Agromin. The City implemented an organic waste recycling program for approximately 133,000 residential customers and began providing weekly collection of food waste in addition to

existing yard waste collection starting on July 1, 2022.

With the execution of short-term organic waste processing agreements and implementation of an organic waste recycling program, a joint regional Request for Revised Proposals (RFRP) was released in January 2022 to obtain a long-term agreement for the region's organic waste. In May 2022, six submittals were received, evaluated, and ranked, and the County of Yolo was selected as one of three vendors to provide long-term processing and diversion services to the City. The County of Yolo will receive up to 25% of the City's organic material. Material will be direct-hauled by the City to the Yolo County Central Landfill, where it will be composted on-site by the County of Yolo's subcontractor Northern Recycling and will be processed into compost, mulch, and other soil amendments.

**Policy Considerations:** The recommendations in this report are in accordance with provisions of the City Code Chapter 3.56 and Administrative Policy 4101 for nonprofessional services. The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a two-thirds vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-day review on April 17, 2025, in compliance with the City Code.

Awarding this agreement to the County of Yolo will ensure the City meets the State's mandate to divert food waste per SB 1383, and to divert from the landfill a minimum of 50 percent per capita disposal.

**Economic Impacts:** None.

**Environmental Considerations:** California Environmental Quality Act (CEQA): In accordance with Section 15061(b)(3) of the CEQA Guidelines, no environmental review is necessary because it can be seen with certainty that there is no possibility that the recommendation in this report may have a significant effect on the environment.

**Sustainability:** According to a study by CalRecycle, Californians throw away nearly six million tons of food scraps each year making up 15-20% of all landfilled material. Diverting food waste from the waste stream will reduce the release of methane emissions in the landfill and instead create nutrient-rich soil amendments. With the implementation of food waste collection in July 2022, the City saw a 19% increase in organics tonnage collected, and a 14% decrease in garbage tonnage collected from June - September 2024 compared to the same period in 2021.

Currently, the City's organic waste is taken to three facilities where it is processed into compost, mulch, or other soil amendments. A portion, which is comprised of food waste, is separated and turned into biogas using anaerobic digestion. Compost has numerous environmental benefits,

including water conservation, improved soil health, and carbon sequestration. SB 1383 has compost purchasing requirements for municipalities and the City is required to comply. This agreement requires the County of Yolo to provide up to 10,000 tons per year of compost and other soil amendments to the City at a reduced rate. These products can be applied throughout the City at parks, schools, City grounds, community gardens, and other sites. Additionally, the City offers a free compost giveaway program available to City residents. Compost can be picked up at the Meadowview City Service Center or residents may order compost through a link on the City's website to pick up locally for free or have it delivered to their home for a fee. These options allow City residents to share the results of their recycling efforts, acknowledge their participation in the program, and allows the City to comply with the end-product purchasing requirements of SB 1383.

By utilizing multiple vendors to process organic material, the City can route solid waste trucks to the nearest facility thus reducing time spent off route, reducing greenhouse gas emissions and air pollution.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The City's current organic material diversion services agreements are set to expire or have options to cancel between June 30, 2025, and June 30, 2027. The County of Yolo offered competitive pricing, proposing the lowest tipping fee for organic waste processing (green waste and food waste combined). Awarding this agreement for organic material diversion services allows the City to divert the organic waste collected and to comply with State regulations and current State landfill diversion mandates.

In accordance with City Code Chapter 3.56, the Department of Public Works, Recycling and Solid Waste Division participated in a regional Request for Revised Proposal (RFRP) with the County of Sacramento and the City of Folsom for Organic Material Diversion Services. The County issued the RFRP as the lead agency. After conducting a comprehensive review process, the City of Sacramento has selected the County of Yolo and other RFRP respondents to provide the services. Other long-term agreements for the rest of the City's organic material are currently in negotiations and will be brought to City Council for approval at a later date.

**Financial Considerations:** The County of Yolo proposed to divert the City's organic material at a lower fee than all other RFRP respondents. The tonnage commitment to Yolo County was determined based on the available facility capacity, the tonnage of the other jurisdictions participating in the RFRP, and the proximity of the facility to the City's service areas. Sufficient funding exists in the Fiscal Year 2025/26 Department of Public Works, Recycling and Solid Waste Division Operating Budget (Solid Waste Fund, Fund 6007) to execute this agreement through June 30, 2026. Funding for future years is subject to availability of funding in the adopted budget of the applicable fiscal year.

**Local Business Enterprise (LBE):** As a government entity, the County of Yolo is exempt from the

LBE requirement. The minimum LBE participation requirement was waived by the Director of Public Works on December 28, 2018. At the time, staff determined the waiver was in the City's best interest as a search conducted by City staff revealed that an insufficient number of vendors with the necessary experience were able to meet LBE requirements, which would have limited competition and may have impacted on pricing. Further, the three jurisdictions participating in the regional RFP and subsequent RFRP attempted to align their individual requirements and eliminate special considerations so that respondents could submit pricing that applied to all three of the jurisdictions and not have to submit separate prices for each municipal entity.

**Background:** Beginning on January 1, 2022, the City was required by new State regulations to provide food waste recycling collection service to residents. SB 1383 was signed into law in 2016 establishing methane emissions reduction targets in a statewide effort to reduce short-lived climate pollutants in various sectors of California's economy. Per the California Air Resources Board, methane emissions resulting from the decomposition of organic waste in landfills are a significant source of greenhouse gas (GHG) emissions contributing to global climate change. SB 1383 establishes targets to achieve a 50 percent reduction in the level of statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. There are also mandatory programmatic elements in SB 1383 which include a requirement that the City divert food waste from landfills and collect food waste for recycling from all residential accounts. CalRecycle was tasked with developing regulations pertaining to organic waste disposal reduction.

To comply with SB 1383, which went into effect on January 1, 2022, the City participated in a joint regional RFP for organic material diversion services in conjunction with the County of Sacramento and City of Folsom. The City awarded three short-term agreements, one to the County of Yolo, one to the County of Sacramento, and one to California Wood Recycling, Inc. dba Agromin.

Starting July 1, 2022, residents were required to place food waste inside their green organic waste container along with their green waste. Acceptable organic material includes green waste (landscape and pruning trimmings), food waste (fruit and vegetable peels, eggshells, meat/poultry, dairy products, grain products, etc.), compostable food-soiled paper (coffee filters, food-soiled napkins and paper towels, compostable bags etc.), and non-hazardous lumber and wood. Residents who were previously exempt from green waste collection received a designated food waste only collection container to participate in the program.

Loose food waste must be placed directly into the organic container or residents may choose to collect food waste in a compostable bag, paper bag, or paper towels before placing food waste in the container. To assist residents in participating in the program, the Recycling and Solid Waste Division began offering kitchen countertop pails which contain a roll of compostable bags and educational outreach material for free to City residents. Over 30,000 kitchen countertop pails have been given away to date. Food waste pails are available while supplies last.



With the implementation of an organic waste recycling program, a joint regional RFRP was released in January 2022 to find a long-term home for the region's organic waste. An evaluation committee of six members with representation from each jurisdiction was established to evaluate the proposals and determine the most feasible solutions for the region and individual jurisdictions. HDR, Inc. was retained to assist in providing technical and cost analysis and expertise during the evaluation.

In May 2022, six proposers submitted a response to the RFRP for long-term organic material diversion services. The evaluation process began with completing a technical analysis for each proposal that examined and ranked factors including, but not limited to, the technology proposed, the proven, reliable nature of proposed technology and end-product marketability, available capacity, regulatory framework, project timeline, financial capabilities, and overall feasibility. After completing a technical analysis of each revised proposal, a pricing and financial analysis was performed. Proposers were scored based on tipping and processing fees and transportation costs by each jurisdiction to deliver material to the proposers' facilities, if applicable. Finally, an overall compatibility analysis was performed to determine which proposal(s) best addressed the region and individual jurisdiction's vision and needs. All six proposers were invited and given the opportunity to present before the evaluation committee and key members of the three jurisdictions' operations.

The County of Yolo was selected as one of three vendors to provide long-term organic material processing and diversion services to the City and they will receive up to 25% of the City's organic material over the term of the agreement. Material will be direct-hauled by the City to the Yolo County Central Landfill, where it will be processed on-site into compost, mulch and other soil amendments by Yolo County's subcontractor Northern Recycling.

Yolo County Agreement No. 25-18

SACRAMENTO CITY CONTRACT #: PRC003274

YOLO COUNTY CONTRACT #:

CONTRACT NAME: Organic Material Diversion Services

CONTRACT PROJECT #:

DEPARTMENT: Public Works

DIVISION: Recycling and Solid Waste

CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and **COUNTY OF YOLO**, a political subdivision of the State of California  
*County of Yolo, Department of Community Services  
Division of Integrated Waste Management  
44090 County Road 28H  
Woodland, CA 95776*

(“County”), as of the Effective Date, as defined below.

**RECITALS**

WHEREAS, City and County shall be referred to collectively as “the Parties”; and

WHEREAS, City and County are authorized by the laws of the state of California to make contracts as necessary for the exercise of their respective powers; and

WHEREAS, City provides waste-collection services for residential customers within Sacramento, and desires to contract with County to process and divert for recycling organic waste collected from its customers; and

WHEREAS, County operates the Yolo County Central Landfill (“YCCL” or “Landfill”), which has a physical address of 44090 County Road 28H, Woodland, CA 95776; and

WHEREAS, County has a contractual relationship with Northern Recycling L.L.C. (“Northern”), which, among other things, allows Northern to process organic waste received at the YCCL; and

WHEREAS, County has provided organic material diversion services to the City pursuant to an agreement that expires on June 30, 2025; and

WHEREAS, the City administered a joint regional Request for Proposal (“RFP”) process, along with two other jurisdictions, to which the County responded. The City conducted an evaluation of the County’s proposal and deemed it suitable for the City’s processing and diversion needs.

NOW, THEREFORE, City and County agree as follows:

- 1. Effective Date.** This Contract shall be effective beginning July 1, 2025.

2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

- Regional Request for Proposals for Organic Material Diversion Services (OMDS), and any Addenda
- Exhibit A – Scope of Services
- Exhibit B – Payment
- Exhibit C – Insurance
- Exhibit D – General Conditions
- Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the County and made a part of this Contract and the other terms or conditions of the Contract, the other terms, and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, County shall provide to City the non-professional services described in Exhibit A (“Services”).

County will not be compensated for non-professional services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) County notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) County estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid County.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. Likewise, County will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the County as required by the Yolo County Administrative Policies & Procedures. As used in this Contract, the term “Services” includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay County at the times and in the manner set forth in Exhibit B. County shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** County shall, at its sole cost and expense or in conjunction with its own contractors, furnish all facilities and equipment required for County to perform this Contract. City shall be responsible for providing the equipment to direct-haul organic waste to YCCL.
6. **Insurance.** Each Party shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** County shall comply with the terms and conditions set forth in the attached Exhibit D.

8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

County acknowledges and represents that County has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, County shall promptly provide any documents and information required by City to verify County's compliance.

County's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

County acknowledges and represents that County has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, County shall promptly provide any documents and information required by City to verify County's compliance.

County shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

County's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, County shall pay the higher of the two rates.

10. **Authority.** The person signing this Contract for each Party represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Party and to bind its respective Party to the performance of the Contract's obligations.

11. **Counterparts.** This Contract may be executed in duplicate counterparts. The Contract shall be deemed executed when it has been signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Contract,

with such scanned signatures having the same legal effect as original signatures. This Contract may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

[Signatures Page Following Exhibits]

## EXHIBIT A

### SCOPE OF SERVICES

#### 1. **Representatives.**

The CITY Representative for this Agreement is:

*John Febbo/General Manager  
2812 Meadowview Road, Building 1, Sacramento, CA 95832  
Phone: (916) 808-4949/ Fax: (916) 808-4999/ E-mail: jfebbo@cityofsacramento.org*

*Adam Roitman/Program Specialist  
2812 Meadowview Road, Building 1, Sacramento, CA 95832  
Phone: (916) 808-3508/ Fax: (916) 808-4999/ E-mail: aroitman@cityofsacramento.org*

The COUNTY Representative for this Agreement is:

*Marissa Juhler/Division Director  
44090 County Road 28H, Woodland CA, 95776  
Phone: (530) 666-8852/Fax: (530) 666-8853/E-mail: mjuhler@yolocounty.gov*

Unless otherwise provided in this Contract, all County questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the County Representative. City Representatives and County Representative are subject to change at any time. The City and/or County shall promptly notify the other party of a change and provide updated contact information.

2. **Scope of Services.** County shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
3. **Time of Performance.** The Agreement shall be effective on the Effective Date. The Services described in this Contract shall be provided for ten years, beginning July 1, 2025, and continuing until June 30, 2035, unless sooner terminated pursuant to the provisions of this Agreement. The City may extend this Contract for up to five additional one-year terms, for a maximum fifteen-year term continuing until June 30, 2040. County shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. County shall immediately notify the City if County is unable to perform Services in compliance with this Contract.

**ATTACHMENT 1 TO EXHIBIT A  
SCOPE OF SERVICES**

1. **Overview of Services.** County will accept organic material collected by the City and delivered to the YCCL. “Organic material,” also referred to herein as “organic waste,” includes food waste, green waste, landscape and pruning waste, food-soiled paper, lumber and non-hazardous wood, and manure. City shall consider the addition of acceptable materials in this program, if necessary, during the contract period, and based on any requirements in Senate Bill (SB) 1383 or other State laws. County will market all organic material or otherwise divert organic material away from disposal at landfills. Only those end uses for organic material meeting the definition of diversion credit as defined by the State of California's Department of Resources Recycling and Recovery (CalRecycle) are permissible. Upon request, County will provide City with written certification for all organic material diverted away from the landfill and to the end markets noted in their proposal.
  
2. **Annual Tonnage Commitments.** The tonnage in this section shall be calculated by fiscal year, starting July 1, 2025, through June 30, 2026, and every 12-month fiscal year thereafter.
  - a. City shall deliver at least 7,000 tons of organic material per fiscal year to the YCCL located at 44090 County Road 28H, Woodland, CA 95776. County shall accept from City up to 20,000 tons of organic material per fiscal year under this Contract (“Annual Tonnage Commitment”). If City’s records indicate it will exceed the 20,000 annual tons of organic material, City shall provide a written notice thirty (30) days prior to delivery of the organic material above the 20,000 tons per fiscal year and County shall approve or disapprove acceptance within fifteen (15) days. City’s delivery under this Agreement on any given day shall not exceed 90 tons without prior County approval.
  
  - b. City shall not be required to meet daily or monthly tonnage commitments. Only the minimum annual tonnage commitment (by fiscal year) is guaranteed.
  
3. **Delivery of Organic Material.** County shall accept delivery of organic material at Yolo County Central Landfill in accordance with the following schedule:

Day	Hours of Operation
Monday – Saturday	6:30 am – 4:00 pm
Sunday	8:00 am – 4:00 pm
Holidays	Deliveries will not occur on: New Year’s Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- A. City Collection Schedule: The City currently collects in-the-container organic waste five (5) days a week operating Monday through Friday including holidays. During seasonal in-the-street leaf collection (as early as mid-October through as late as mid-February), the City collects organic waste Monday through Friday, many Saturdays, and occasional Sundays. The City collects on all holidays and County’s receiving facility shall be open to accept organic material on holidays not listed in the above table.

- B. Tonnage Limits: County shall not turn away City Vehicles during the YCCL's Facility hours of operation as long as the daily tonnage received does not exceed 90 tons per day. Prior to exceeding 90 tons per day, City shall receive County approval on a daily basis. In the event the YCCL Facility reaches the daily maximum tons permitted of 1500 tons per day (organic material) or 3,000 tons per day (all tons) or the City reaches the annual tonnage limit in this Agreement, County shall notify the City and accept organic material that is already in route to the YCCL.
- C. Delivery Schedule Factors: City Vehicles may adjust their facility arrival times within the permitted hours of YCCL Facility based on traffic conditions. In the event of unsafe weather conditions that could pose a safety risk to City drivers that transport organic material, City Vehicles may be unable to deliver to the YCCL Facility during those times.
- D. Maintenance of Surfaces: County shall maintain road surfaces wherever organic material is processed, and for ingress, egress, and tipping of City Vehicles.
- E. Vehicle Turnaround Guaranty: County shall minimize vehicles queueing on the public streets. County further guarantees (the "Vehicle Turnaround Guaranty") that each City Vehicle is able to unload and exit the YCCL Facility as efficiently as possible (typically within twenty minutes of entering the YCCL Facility), absent City Vehicle breakdown or driver negligence or lack of cooperation; provided that County shall provide a parking area for City Vehicles adjacent to the YCCL Facility exit where County will permit City drivers to park City Vehicles and use bathroom facilities or make telephone calls on telephones that County shall make available to City drivers, in which event the time that such City drivers are parked in such area shall not be included in the measurement of the Vehicle Turnaround Guaranty. County shall allow City drivers to call their supervisors without charge. From time to time and upon City request, County shall keep and maintain a log of the time it takes for City Vehicles to unload, including manually observing and logging entrance and exit times, in order to determine compliance with the Vehicle Turnaround Guaranty, and City may do so itself. City staff shall have access to areas needed to properly monitor City delivery activities during these observations.
- F. Tipping Assistance: If necessary, County shall assist City Vehicles in the event organic material becomes trapped in the vehicle body during tipping. City Vehicles shall be allowed the necessary time to fully tip. The City shall not be charged for the time taken to clear loads.
- G. Tare Weights: City collection vehicles shall have a tare weight established using the certified scale at the YCCL Facility, using the average of five measurements to set that particular vehicle's tare weight. The tare weight will be reestablished for each City collection vehicle at least once a year.
- H. Down Time: County is allowed reasonable down time due to repair and maintenance of equipment. "Reasonable down time" shall be defined as less than two non-operating days per month. County shall maintain adequate permitted space to stockpile organic material during such reasonable down time for acceptance of material without a break in service.



4. **Bagging and Lining of Material.** In addition to allowing food waste to be loose in the container with green waste, the City allows food waste to be contained in compostable bags and paper bags and allows residents to line kitchen countertop containers and organic waste containers with newspaper. City will provide education and outreach to convey that non-compostable bags are not to be included with organic waste.
  
5. **Food-Soiled Paper.** The City shall instruct residents to place food waste and food-soiled paper within the organic waste container. Compostable bags, paper bags, and limited newspaper are also allowed. These materials and food-soiled paper that does not contain plastics or plastic lining shall not be considered contamination under this Agreement.
  
6. **Sorting Fee.** All City loads shall be visually inspected by County when being unloaded at the tipping facility. Sorters currently hand sort contamination from the loads as needed. When a load is received that visually appears to have excessive contamination, the sorters will take photos of the load, truck, and weight ticket. The load will be segregated from other loads and then all contamination will be sorted out of the load and weighed across the scale to determine the contamination rate. The City shall pay an additional sorting fee of \$10.00 per ton for loads of organic material hauled by City that exceed contamination levels of five percent (5%) by weight and that will be processed.
  
7. **Hazardous Material.** The City shall not deliver any hazardous material, universal waste, or treated wood waste in any load. Any such material delivered in City loads will be removed by sorters as part of the County's load check system, documented and conveyed to City. All actual costs for proper disposal and/or recycling of such material will be passed along to the City, who will promptly reimburse the County for such costs.
  
8. **Compost Buyback.** County shall provide City with up to 10,000 tons per year of finished compost and mulch products at a delivered price of \$27.04 per ton to the following City site locations. The delivered price for FY 2025/26 shall be determined based upon a per ton price of \$27.04 (FY 2024/25 rate) adjusted based on the CPI using the same methodology for adjusted fees in Attachment 1 to Exhibit B. This delivered price shall be adjusted annually thereafter commencing July 1, 2026, based on the CPI using the same methodology for adjusted fees in Attachment 1 to Exhibit B.

City Site	Address
North Area Corporation Yard (NACY)	918 Del Paso Road, Sacramento, CA 95834
Meadowview City Services Complex	2812 Meadowview Road, Sacramento, CA 95832
Sutter's Landing Regional Park	20 28 <sup>th</sup> Street, Sacramento, CA 95816

City may request deliveries of finished products to additional locations within City of Sacramento limits during the contract term at the same delivered per ton price as above.

At least 30 days prior to compost or mulch deliveries, City shall provide County with the desired quantity of compost and mulch products to be delivered to each City location.

9. **CNG Fueling Station.** Upon request by the City and upon an amended agreement between the City and County, the County may construct a compressed natural gas (CNG) fueling station at

the County's facility that will be made available for City Vehicle use. County may choose to construct such a facility only if it determines in County's sole discretion that such a facility is economically feasible for the County.

## EXHIBIT B

### PAYMENT

1. **County's Compensation.** The total of all fees paid to the County for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$36,461,000. The payments specified in this Exhibit B shall be the only payments made to County unless the City approves a Supplemental Contract.
2. **Pricing.** County shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Regulatory and Tax Adjustment.** If any future change in regulation, regulatory fee, or charge (Future Regulation), or if any Federal, State, or local tax is imposed increased (Future Tax) that necessitates an increase in the tipping fees applicable to this Agreement, the following shall apply:
  - A. County will notify City in writing of such Future Regulation or Future Tax promptly upon learning of it and determining that it necessitates an increase in the Contract Tipping Fees applicable to this Agreement;
  - B. County will calculate the increases in the Contract Tipping Fees that County believes are necessitated by such Future Regulation or Future Tax, and notify City of such increases at least sixty (60) days in advance of increasing or beginning the proceeding to increase such fees, whichever is earlier.
4. **County's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of County for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
5. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
6. **Payments to County.** County is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. County will supply City with the previous month's scale house tickets within the first five business days of the month for review and verification. Monthly balances are due upon receipt of the invoice. City shall pay County within 30 days of receipt of invoice, and scale house tickets, if no corrections are required to the invoice. If any corrections are necessary, City shall pay County within 30 days of receipt of the corrected invoice. Any open balance will be due immediately, and if not paid, collected through a credit agency or legal action. Costs incurred by County to collect an account, including attorney fees, expenses and court fee will be paid by City.

B. Invoices must be submitted to the following email address.

[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

C. All invoices submitted by COUNTY must contain the following information:

- (1) City's current Purchase Order Number
- (2) County's Invoice Number
- (3) Date of Invoice Issuance
- (4) County's remit address
- (5) Amount of Invoice
- (6) Description of all items billed under Invoice, including all authorized Reimbursable Expenses and all applicable taxes (sales, use, excise, etc.)
- (7) County's contact information for billing questions

Invoice must additionally include an itemized list of weight tickets being billed, including the following columns of data for each ticket:

- |                       |                            |
|-----------------------|----------------------------|
| i. Ticket number      | vi. Rate per unit (tons)   |
| ii. Date              | vii. Gross weight (pounds) |
| iii. Time             | viii. Tare weight (pounds) |
| iv. Vehicle number    | ix. Net tons billed        |
| v. Material delivered | x. Total charge for load   |

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to County for correction. City is not responsible for delays in payment to County resulting from County's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

7. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

8. **Accounting Records of County.** During performance of this Contract and for a period of three years after completion of performance, County shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of County's costs for performance under this Contract and records of County's Reimbursable Expenses. County shall keep and make records available for inspection and audit

by representatives of the City upon reasonable written notice.

9. **Tax Payments.** County shall pay, when and as due, any and all taxes incurred as a result of County's compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. County hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by City arising out of County's breach of this section.

**ATTACHMENT 1 TO EXHIBIT B  
FEE SCHEDULE/MANNER OF PAYMENT**

**1. Contract Tipping Fee.** Contract Tipping Fee will include all costs to the City with the exception of sorting fees for excessive contamination above five percent (5%) by weight or any hazardous waste, universal waste, or treated wood waste. Separate line items on invoices, such as an administration fee, will not be paid by the City.

A. Organic Material: Effective July 1, 2025, the City shall pay a base cost per ton price of \$81.12 (FY 2024/25 rate), adjusted based on the CPI change using the same methodology for rate increases in Section 2, below, for delivered organic material, including green waste or combined green waste and food waste (“Contract Tipping Fee”). The Contract Tipping Fee will be adjusted per Section 2 below annually thereafter for the remaining term of the Agreement.

**2. Rate Increases – 100% of CPI.** The Contract Tipping Fee and finished compost procurement fee shall be adjusted to be effective July 1 of each Contract Year, commencing July 1, 2025, by computing one hundred percent (100%) of the percentage change in the CPI on each April 1 prior to the commencement of each Contract Year, from the CPI level as of the previous April 1, and multiplying the Contract Tipping Fee then in effect by one plus such percentage change. If the CPI is zero or less than zero, then there would be no adjustment to the Contract Tipping Fee. The adjustment may result in an increase in the Contract Tipping Fee or no change in the Contract Tipping Fee.

For the purposes of this section, "CPI" means the Consumer Price Index – “All Urban Consumers, San Francisco – Oakland – Hayward, CA”, All items (1982—84=100), Not Seasonally Adjusted, compiled and published by the United States Department of Labor, Bureau of Labor Statistics and can be viewed at:

<https://data.bls.gov/timeseries/CUURS49BSA0>

**3. Invoices.** Invoices and any attachments must be submitted to the following address: [apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

A. Invoice Audit: Upon City request, County shall provide paper copies of weight tickets, over the time span requested by City Staff, within five (5) business days. The City reserves the right to spot check and audit the paper weight slips, and compare them against the invoices and electronic data previously received, to ensure proper billing.

**Billing Disputes.** Billing Disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the County. Upon presentation and verification of the information provided by the County, the City will review all records and make a final determination and present its finding to the County. Should there be a billing dispute, any unpaid amounts will not be considered late or past due pending a final determination of the disputed billing by the City to the County.

**4. Tonnage Reporting.** In order to track data and monitor tonnage commitments, County will provide the data that will appear on the invoice, including the current fiscal year-to-date and monthly delivered tonnage. This is to be provided in an electronic format similar to one of the following:

- Microsoft Excel file (.xls, .xlsx)

The County shall report data in a manner compatible with the City's systems. If this data can be provided to the City by FTP or Cloud Servers, the City shall have access to connecting to these data sources. City will advise on the e-mail address or FTP site to which tonnage information shall be submitted prior to the start of the contract term.

**5. SB 1383 and AB 901 Reporting Requirements.** In addition to the reporting requirements noted above, County will be required to provide any data mandated by California State Senate Bill 1383 and California State Assembly Bill 901 in order for the City to meet the reporting requirements of these organics processing laws.

## EXHIBIT C

### INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, the Parties shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that the Parties are required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for the Parties insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the other party.

The Parties liability to each other is not in any way limited to or affected by the amount of insurance coverage required or carried by the Parties in connection with this Contract.

The Parties acknowledge that the parties are self-insured. Each Party shall provide a written verification of self-insurance stating that the Party's self-insurance program adequately protects against liabilities and claims arising out of the performance of this Agreement.

Failure to provide evidence of self-insurance or insurance as required in the Agreement is a material breach of contract and is grounds for termination of Agreement.

The insurance provisions will be reviewed every five years and any changes will be agreed to by both parties.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Parties and subcontractors, products and completed operations of Parties and subcontractors, and premises owned, leased, or used by Parties and subcontractors, with limits of not less than five million dollars (\$5,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

Each respective Party, its officials, employees, and volunteers shall be covered by policy terms or endorsement of the other Party as additional insureds as respects general liability arising out of: activities performed by or on behalf of the Parties and subcontractors; products and completed operations of the Parties and subcontractors; and premises owned, leased, or used by the Parties and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.**

X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than five million dollars (\$5,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Parties.



The Parties, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the other Party, and any insurance or self-insurance maintained by a Party, its officials, employees, or volunteers will be in excess of other Party's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

6. **Pollution Legal Liability.** County shall obtain Pollution Liability insurance. This insurance shall be written in comprehensive form either as a separate policy or as an endorsement to County's general liability coverage and shall cover liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of any work to be performed under the Contract, including liability for and defense of lawsuits and regulatory actions. If endorsed, the City, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the County including materials, part or equipment furnished in connection with such work or operations. Coverage shall be provided for both works performed on site, as well as during the transport of hazardous materials. Coverage shall apply to sudden as well as gradual pollution conditions, including without limitation conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. The liability limits shall be not less than:

1. Combined Single Limit for each occurrence: \$3,000,000.
2. Aggregate per policy period of one year: \$3,000,000.

If the coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the award date of the contract.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after final payment.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract award date, the County must purchase extended reporting period coverage for a minimum of five (5) years after final payment.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the work involves lead-based paint or asbestos identification/remediation, the County's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the work involves mold identification/remediation, the County's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. A Party's insurance coverage, including excess insurance, shall be primary insurance as respects the other Party, its officials, employees, and volunteers. Any insurance or self-insurance maintained by a Party, its officials, employees, or volunteers will be in excess of the other Party's insurance and will not contribute to it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to a Party, its officials, employees, or volunteers.
- C. Coverage shall state that the Party's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. The Parties shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

**8. Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the Parties in writing before execution of this Contract.

**9. Verification of Coverage.**

- A. Parties shall furnish the other Party with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the Parties representative named in Exhibit A. Copies of policies shall be delivered to the Parties on demand.
- B. During the term of this Agreement, Parties shall send self-insured letters, insurance certificates and endorsements, including policy renewals, directly to:

As to City:

City of Sacramento  
c/o EXIGIS LLC  
PO Box 947  
Murrieta, CA 92564

Insurance certificates also may be e-mailed to:  
[certificates-sacramento@riskworks.com](mailto:certificates-sacramento@riskworks.com)

As to County:

Marissa Juhler, Director  
Division of Integrated Waste  
Management Department of  
Community Services 44090  
County Road 28H  
Woodland, CA 95776  
Phone: (530) 666-8852  
Fax: (530) 666-8853

B. Certificate Holder must be listed as:

As to City

City of Sacramento  
c/o EXIGIS LLC  
PO Box 947  
Murrieta, CA 92564  
As to County:

County of Yolo  
120 W. Main Street Suite G  
Woodland, CA 95695

- C. The Parties may withdraw their offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to County and/or cancel the Contract if the insurance is canceled or County otherwise ceases to be insured as required herein. The County may withhold services to City and/or cancel the Contract if the insurance is canceled or City otherwise ceases to be insured as required herein

- 10. Subcontractor Insurance Coverage.** The Parties shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.
- 11. Performance Bond with County.** County shall require and maintain a Performance Bond and Payment Bond from the entity operating the compost facility (Contractor). County's Contractor shall file with the County a Performance Bond and a Payment Bond. The bonds shall be executed by a surety, authorized to do business in the State of California, and shall be acceptable to County. County's Contractor shall maintain at all times during the term hereof, a Faithful Performance Bond and a Payment Bond. Initially, the Performance Bond shall be in the amount of \$500,000 and the Payment Bond set in the amount of \$250,000. Every 5 years, the bond amount shall increase for inflation. The Faithful Performance Bond and Payment Bond shall be on County-approved forms. Prior to the Execution Date of this Agreement, County's Contractor shall provide the evidence satisfactory to County that the Contractor will be able to provide the bonds required.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that County (including County's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither County nor County's assigned personnel will be entitled to any benefits payable to City employees. City is not required to make any deductions or withholdings from the compensation payable to County under the provisions of this Contract, and County will be issued a Form 1099 for its services hereunder. As an independent contractor, County hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of County's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the Parties that County, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by County for accomplishing the results. To the extent that County obtains permission to, and does, use CITY facilities, space, equipment, or support services in the performance of this Contract, this use will be at the County's sole discretion based on the County's determination that the use will promote County's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that County use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by County, such persons will be entirely and exclusively under the direction, supervision, and control of County. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by County. It is further understood and agreed that County will issue W-2 or 1099 Forms for income and employment tax purposes for all County's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between City and County. County may represent, perform services for, or be employed by any additional persons or companies so long as County does not violate the provisions of Section 5, below.

#### 2. Licenses; Permits, Etc. County represents and warrants that County has, and shall maintain at

all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for County to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.

3. **Time.** Time is of the essence in the performance of this Contract. County shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Parties Are Not Agents.** Except as the Parties may specify in writing, the Parties and the Parties' personnel have no authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. The Parties and the Parties' personnel shall have no authority, express or implied, to bind the other Party to any obligations whatsoever.
5. **Conflicts of Interest.** Each Party covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the other Party's interests or that would in any way hinder their performance under this Contract. Each Party further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the other Party's written consent.

Each Party agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the other Party's interests during the performance of this Contract. If County is or employs a former officer or employee of the City, County and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If County is shipping Hazardous Substances, County must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, County must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of Information.** During performance of this Contract, the Parties may gain access to and use the other Party's information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "Confidential Information") that are valuable, special and unique assets of the other Party.

Each Party agrees to protect all Confidential Information of the other party and treat it as strictly confidential, and further agrees that it shall not at any time, either directly or indirectly, divulge, disclose, or communicate in any manner any Confidential Information of the other Party to any third party without the other Party's prior written consent, except as may be required by the

Public records Act, the Code of civil Procedures or other law.

In addition, County must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by County of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. County Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by County under this Contract regarding City's organic materials. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. County shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. County shall fully defend, indemnify, and hold harmless City, its officers, and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by County under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify County not later than ten days after City is served with any such claim, action, lawsuit, or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve County of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from County by City, whether received in connection with County's proposal to City or in connection with County's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to County of any request for the disclosure of such information. The County will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The County shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by County to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by County of any rights regarding the information designated "trade secret" by County, and the information will be disclosed by City in accordance with the Public Records Act.

**9. Notification of Material Changes in Business.** County agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged

buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. County also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of County's obligations to the City under this Contract.

10. **Standard of Performance.** County shall perform in the manner and according to the standards currently observed by a competent practitioner of County's profession in California and in compliance with all requirements of this Contract. All products that County delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in County's profession.

County shall assign only competent personnel to perform on its behalf under this Contract. County must notify the City in writing of any changes in County's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the County to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to County. County shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the County, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. County's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.

12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased or decreased usage. In the event of such an emergency or disaster, the tonnage commitments within this Contract shall not be enforceable. The County shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the County is unable to fulfill the terms of the Contract because of an emergency or declared disaster that disrupts the County's ability to provide the services envisioned under this agreement, then the County shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the County stating the reason for the disruption. In the event of a documented disruption in service due to an emergency or declared disaster, County's performance under this contract shall be excused until the disruption is lifted. The City shall not be required to meet the minimum tonnage guarantees during the disruption. The guaranteed minimum tonnage commitment is an annual number and will be adjusted commensurately to reflect the period of disruption (i.e. however many days of disrupted service divided by 365). Further, until the City can secure an alternative destination for trucks routing to YCCL at the time of the disruption, City may still bring material to YCCL for as long as the facility remains open. In this case, the City understands that material may be landfilled due to the disruption, and not diverted for composting or recycling.

**13. Term; Suspension; Termination.**

- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
- B. The City and County shall each have the right to terminate this Contract by giving a written notice of termination to the other Party at least one-year prior to the effective termination date.
- C. If the City terminates this Contract:
  - (1) Upon receipt of such notice from the City, County shall immediately cease performance under this Contract as specified in the notice.
  - (2) County shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
  - (2) The City shall pay County the reasonable value of Goods or Services provided by County before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by County had the Contract not been terminated or had County completed performance required by this Contract. County shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by County. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**14. Default by County.** In case of default by the County, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the County, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Indemnity.**

- A. Indemnity: County shall assume the defense of and indemnify and hold harmless City from and against all actions or claims against City, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by City by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the City, its officers, agents or employees and except for actions or claims alleging dangerous conditions of City property which arise out of the acts or failure to act by the City, its officers, agents or employees which are not created by a County employee or County invitee.



City shall assume the defense of and indemnify and hold harmless County from and against all actions or claims against County, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by County by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the County, its officers, agents or employees and except for actions or claims alleging dangerous condition of County's property which arise out of the acts or failure to act by the County, its officers, agents or employees which are not created by a City employee or City invitee.

The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed, and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by Parties of any of the insurance policies or coverages described in this Contract will not affect or limit any of that Party's rights under this Section, nor will the limits of any insurance limit the liability of the Parties hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, the Parties, for themselves, their assignees, and successors in interest, agrees as follows:

- A. Compliance With Regulations: The Parties shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: The Parties, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. County shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Information and Reports: The Parties shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of County is in the exclusive possession of another who fails or refuses to furnish this information, County shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- D. Sanctions for Noncompliance: In the event of noncompliance by the Parties with the nondiscrimination provisions of this Contract, the other Party shall impose any sanctions it determines are appropriate including:
  - (1) Withholding of payments or services under this Contract until the other Party complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.

**19. Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by County, and by City, in accordance with applicable provisions of the Sacramento City Code.

**20. Modification of Contract.** The Parties shall take no direction from any employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.

**21. Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not

be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

22. **Waiver.** Neither a Party's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach, or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach, or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties' consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of County are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on County under this Agreement. In recognition of this interest, Parties shall not assign any right or obligation pursuant to this Contract without the written consent of the City, which shall not be unreasonably withheld. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the Parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Parties shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

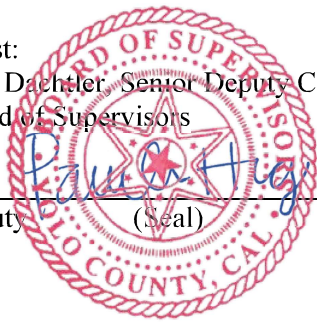
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

**COUNTY OF YOLO**

By Mary Vixie Sandy  
Mary Vixie Sandy, Chair  
Board of Supervisors

Attest:  
Julie Daehler, Senior Deputy Clerk  
Board of Supervisors

By Phillip J. Pogledich  
Deputy (Seal)



Approved as to Form:  
Phillip J. Pogledich, County Counsel

By Kimberly Hood  
Kimberly Hood, Assistant County Counsel





**ADDITIONAL COVERED PARTY:**

City of Sacramento  
its officials, employees and volunteers  
c/o Exigis LLC  
PO Box 947  
Murrieta CA 92564

**DESCRIPTION OF COVERED ACTIVITY / ADDITIONAL REMARKS:**

Activity Start Date: 7/1/2021 Activity End Date: Until Cancelled Yolo County Agreement #20-84 for Organic Material Diversion Services City of Sacramento 2020-1397

**Limit of Liability per Occurrence:** \$ 1,000,000

Activity Start Date: 7/1/2021 Activity End Date: Until Cancelled

**Coverage Period Effective:** 7/1/2024

**Expires 12:01 a.m.:** 7/1/2025

**Memorandum Number (MOC):** YCP LIAB 2024

This certifies that the coverage described herein has been issued to: County of Yolo

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity & which is available upon request.

The coverage being provided is limited to the activity and the time period indicated above and is subject to all the terms, conditions, and exclusions of the Memorandum of Coverage of the Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

The Certificate holder is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited, or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

Yolo County Public Agency  
Risk Management Insurance Authority  
77 W. Lincoln Avenue  
Woodland, CA 95695

**AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**Certificate No.** 83786795

*Barbara Lubben*

CERTIFICATE NO.

ISSUE DATE

GL1-9685

CO

**CERTIFICATE OF COVERAGE**

02/13/2025

**Public Risk Innovation,  
Solutions, and Management**

C/O ALLIANT INSURANCE SERVICES, INC.  
18100 VON KARMAN AVENUE, 10TH FLOOR  
IRVINE, CA 92612

PHONE (949) 756-0271 / FAX (619) 699-0901  
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW, THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A- Public Risk Innovation, Solutions, and Management**

**Member:**  
YOLO COUNTY PUBLIC AGENCY RISK  
MANAGEMENT INSURANCE AUTHORITY (YCPARMIA)  
ATTN: LILY VIEK  
77 WEST LINCOLN AVE.  
WOODLAND, CA 95695

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	PRISM-PE 24 EL-141	08/26/2024	07/01/2025	\$5,000,000
	<input checked="" type="checkbox"/> Auto Liability				\$5,000,000
					Limits inclusive of the Member's Self-Insured Retention of \$1,000,000

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN COUNTY OF YOLO PUBLIC WORKS AND CITY OF SACRAMENTO FOR ORGANIC MATERIAL DIVERSION SERVICES AGREEMENT.

COUNTY OF YOLO IS A MEMBER OF YOLO COUNTY PUBLIC AGENCY RISK MANAGEMENT INSURANCE AUTHORITY (YCPARMIA)

**Certificate Holder**

CITY OF SACRAMENTO  
C/O EXIGIS LLC  
PO BOX 947  
MURRIETA, CA 92564

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gina Dear*

Public Risk Innovation, Solutions, and Management



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 18100 Von Karman Avenue 10th Floor Irvine CA 92612		<b>CONTACT NAME:</b> Michael McIntosh <b>PHONE (A/C. No. Ext):</b> 949-660-8124 <b>E-MAIL ADDRESS:</b> mmcintosh@alliant.com <b>FAX (A/C. No):</b> 619-699-0907	
<b>INSURED</b> County of Yolo 44090 County Road 28H Woodland CA 95776		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Westchester Surplus Lines Insurance Company, Inc. NAIC # 10172 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 0001

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y / N <input type="checkbox"/> N / A WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability	N	N	G47422607001	08/30/2023	08/30/2026	Per Pollution Condition: \$4,000,000 Aggregate Limit: \$5,000,000 Self-Insured Retention: \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage Only.

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage Only.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

Signature: Mary Vixie Sandy  
Mary Vixie Sandy (Mar 25, 2025 10:31 PDT)

Title: Chair, Yolo County Board of Supervisors

**Additional Signature (if required):**

Title:

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: Michael Fry  
Michael Fry (Apr 1, 2025 09:19 PDT)

Title: Senior Deputy City Attorney

**Reviewed By:**

Signature:

Title:

**Approved By:**

Signature:

Title:

**Additional Signature (if required):**

Title: