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DEPARTMENT OF
PUBLIC WORKS

SOLID WASTE DIVISION

CITY OF SACRAMENTO
CALIFORNIA

2812 MEADOWVIEW ROAD
SACRAMENTO, CA
95832

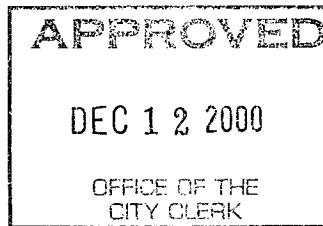
ADMINISTRATION
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October 27, 2000

City Council
Sacramento, California

AG 7010-203



Honorable Members in Session:

SUBJECT: ADOPT THE RESOLUTION AUTHORIZING EXECUTION OF AN INTERAGENCY AGREEMENT WITH THE COUNTY OF SACRAMENTO FOR PROCESSING, TRANSFER AND STORAGE OF GREEN WASTE AT THE SOUTH AREA TRANSFER STATION

LOCATION AND COUNCIL DISTRICT: District 6

RECOMMENDATION: This report recommends that the City Council adopt the attached resolution authorizing the City Manager to execute an agreement with the County of Sacramento for processing, transfer and storage of green waste at the south area transfer station.

CONTACT PERSON: Gary Van Dorst, Solid Waste Planning Superintendent
433-4934

FOR COUNCIL MEETING OF: December 12, 2000

SUMMARY:

Execution of an agreement for minor processing, storage and transfer of green waste through the Sacramento County South Area Transfer Station is intended to replace the green waste transfer capacity that will be lost with the closure of the City Compost Facility at 28th Street.

COMMITTEE/COMMISSION ACTION: None.

City Council

Adopt Resolution Authorizing execution of an Interagency Agreement With The County of Sacramento for Processing, Transfer and Storage of Green Waste at the South Area Transfer Station

October 27, 2000

BACKGROUND INFORMATION:

The City has historically processed and diverted its green waste among three separate facilities. In December 1999, the City developed problems transferring its green waste through one of two private facilities forcing the City to rely on processing its entire green waste stream through the City Compost Facility at the City Landfill and Waste Management. However, due to a series of land use decisions by the City Council related to the development of Sutter's Landing Park, all solid waste functions must cease at 28th Street by January 1, 2001. The Solid Waste Division will accept green waste collected by City forces at 28th Street through December 31, 2000. The green waste will be processed and the facility will be closed as the finished compost is sold to the public.

Closure of the City Compost Facility creates a crisis in providing for adequate capacity to process and transfer City green waste. The interagency agreement between the County of Sacramento and the City of Sacramento will provide an interim solution to this capacity shortfall for transferring green waste to City mulch markets and to one of the City's contract composting firms.

FINANCIAL CONSIDERATIONS:

Terms of the agreement require the City to reimburse the County for \$1.50 for every ton that is transferred through the facility. Under the terms of a separate supplemental agreement, the City will be reimbursed this expense for any of the tonnage transferred to its compost contractor. The net financial impact to the City is estimated to be less than \$20,000 per year. Sufficient funds exist to cover this expense in Solid Waste Operating Budget, line item 415-310-3149-4287.

ENVIRONMENTAL CONSIDERATIONS:

The Sacramento County South Area Transfer Station is a fully permitted Solid Waste Facility. Minor processing, storage and transfer of green waste through this facility to a compost facility outside of the region is in full compliance with solid waste regulations enforced by the Local Enforcement Agency (LEA). The interagency agreement also contains provisions to ensure that City operations will not contribute to nuisance problems related to dust or odor. The City of Sacramento Solid Waste Division will be the operator of the facility.

POLICY CONSIDERATIONS:

Maintaining redundant facilities with processing capacity to divert the City's green waste is vital to the City's ability to maintain a system for composting or otherwise diverting

City Council

Adopt Resolution Authorizing execution of an Interagency Agreement With The County of Sacramento for Processing, Transfer and Storage of Green Waste at the South Area Transfer Station

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more than 80,000 tons of green waste on an annual basis. Our continued compliance with AB 939 waste diversion mandates rests on our ability to continue diverting our green waste from landfilling. In the absence of the ability to transfer green waste through the County's South Area Transfer Station, the City's facility capacity will be inadequate to divert all of our separately collected green waste when the City compost Facility ceases to accept green waste on January 1, 2001.

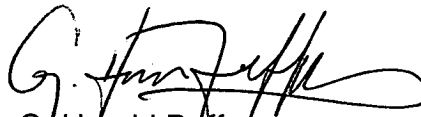
The City of Sacramento has operated the oldest municipally permitted compost facility since 1977. The City Compost Facility has garnered awards of excellence from the U.S. Environmental Protection Agency, the California Resource Recovery Association and Renew America. The same commitment to being good neighbors as a compost facility operator in Midtown will have the same high priority related to the transfer of green waste through the Sacramento County South Area Transfer Station.

City staff will continue to focus their effort on the development of long-term green waste management strategies to provide for expanded processing and composting capacity for the region's green waste. Execution of the interagency agreement represents an interim solution that is consistent with the City Council adopted goal to maximize waste diversion.

ESBD Considerations:

Since no goods or services are being purchased from a private sector vendor, ESBD considerations are not applicable.

Respectfully submitted,



G. Harold Duffy
Solid Waste Manager

RECOMMENDATION APPROVED:

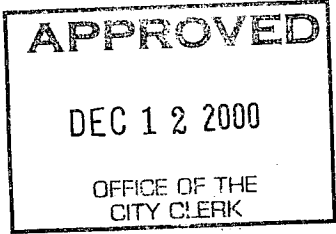


ROBERT P. THOMAS
City Manager

Approved:



Michael Kashwagi
Director of Public Works



RESOLUTION NO. 2000-713

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN INTERAGENCY AGREEMENT
WITH THE COUNTY OF SACRAMENTO
FOR PROCESSING, TRANSFER AND STORAGE
OF GREEN WASTE AT THE
SACRAMENTO COUNTY SOUTH AREA TRANSFER STATION**

WHEREAS, all cities and counties are mandated to divert 50% of their waste stream from landfilling by 2000; and,

WHEREAS, the City of Sacramento seeks to divert from landfilling all green waste that is separately collected; and,

WHEREAS, the award of this agreement will maintain the minimum facility capacity required for the diversion of the City's green waste;

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:

The City Manager is authorized to execute the attached interagency agreement with the County of Sacramento for the transfer, processing and storage of green waste at the Sacramento County South Area Transfer Station.

ATTEST:

MAYOR

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

**AGREEMENT FOR GREEN WASTE STORAGE
BETWEEN THE COUNTY OF SACRAMENTO AND
THE CITY OF SACRAMENTO COUNTY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2000, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY".

R E C I T A L S

WHEREAS, COUNTY Waste Management and Recycling Division has the facilities available at its South Area Transfer Station to serve as an intermediate drop site for green waste collected by CITY; and

WHEREAS, CITY has a need for a location to deposit and store its green waste pending final disposal by its subcontractor; and

WHEREAS, CITY desires to enter into an agreement with COUNTY for green waste drop off and reloading at COUNTY'S South Area Transfer Station.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CITY agree as follows:

I. Rights & Responsibilities of COUNTY

- A. COUNTY will provide sufficient area at its South Area Transfer Station to allow CITY authorized vehicles to deposit and reload green waste collected by CITY. COUNTY will provide sufficient area to accept approximately 135 tons per weekday and to accommodate the storage of a total of 270 tons at any time.
- B. CITY shall give ten (10) business days advance written notice to COUNTY of its intent to commence the deposit of green waste pursuant to this Agreement. Within five (5) business days thereafter, COUNTY and CITY shall mutually agree in writing to the area that the City will use for depositing and reloading of CITY'S green waste.
- C. No later than five (5) business days prior to the commencement of operations under this Agreement, COUNTY shall document through the use of still photographs, the condition of the asphalt pad where the City's green waste is to be unloaded.
- D. COUNTY shall make available to CITY diesel fuel based on Ramos Oil's established price to the COUNTY on the 15th of each month.

I. Rights & Responsibilities of CITY

- A. CITY, within its sole judgment and discretion, shall deposit the green waste it collects on its normal routes at the location in the South Area Transfer Station agreed upon by the parties pursuant to Paragraph I(B) herein. CITY is expected to deliver approximately 135 tons per day of green waste, and a total of 270 tons at any given time. CITY will provide COUNTY with five (5) business days advance written notice, if a significant variance in that amount is anticipated to occur. For the purposes of this Agreement, a "significant variance" shall be deemed to be 100 tons per day or greater. Upon the giving of such notice, COUNTY shall determine within five (5) business days thereafter, whether it has sufficient capacity to permit the deposit of CITY'S green waste in excess of 270 tons; provided, however, that COUNTY shall not unreasonably withhold its consent to the deposit of green waste in excess of 270 tons.
- B. CITY shall arrange for its subcontractor to reload and remove such green waste on a first in, first out basis and with no more than two days' worth of collected materials (maximum of 270 tons) accumulated on site at any time or greater, pursuant to Paragraph II (A) herein. In the event that CITY'S subcontractor fails to remove the green waste as specified herein, COUNTY shall notify CITY in writing within five (5) business days, and CITY shall arrange for the removal of the green waste no later than two (2) business days after receiving such notice without any further liability therefor. In the event that CITY fails to remove the green waste as specified herein, then COUNTY may terminate this Agreement upon fifteen (15) calendar days advance written notice, as provided in Paragraph V.
- C. CITY shall employ best practices to control problems related to the migration of odor and dust off-site as a result of CITY'S green waste operations at the South Area Transfer Station. In the event that CITY fails to employ best practices, the notice, remediation, and termination provisions of Paragraph II (B) above, shall apply.
- D. CITY agrees to remove all residuals, litter, and/or contaminated materials on an as-needed basis within the judgment and discretion of CITY, or upon five (5) business days advance written notice of COUNTY. Said materials will be placed in appropriate containers by CITY to prevent windblown materials from littering the site.
- E. CITY agrees to compensate COUNTY its actual and reasonable costs of removal without any further liability therefor, if green waste or residuals are not removed by CITY or its designee under Paragraphs II (B) and II (D) of this agreement. COUNTY shall provide CITY with a written

itemization of its costs within ten (10) business days after COUNTY'S removal of green waste or residuals.

- F. CITY agrees to install, at its sole expense, a push wall to accommodate the green waste loading operation. The CITY shall remove the structure within thirty (30) days of termination of this Agreement.
- G. CITY agrees to restore, within ninety (90) days of the receipt of a written request by COUNTY, the asphalt pad in the area used for its green waste reload operation to its pre-existing condition. COUNTY shall make such a request no later than thirty (30) days following the termination of this Agreement.
- H. CITY is authorized to have one wheeled loader stored on site at the South Area Transfer Station for use in its green waste reload operation.
- I. CITY green waste collection trucks must be weighed on the South Area Transfer Station scales when coming onto the site. The drivers will be given written and verbal instructions on operating the unmanned scale system. A true and correct copy of the written instructions are attached hereto and incorporated herein by reference as Exhibit "2". Additionally, COUNTY agrees to provide CITY access to said scales for the purpose of documenting the transport of green waste off-site by CITY's subcontractor.
- J. CITY agrees to provide truck identification numbers and tare weights for green waste vehicles to be utilized in the deposit of green waste at the South Area Transfer Station, at least two weeks prior to the commencement of operations under this Agreement.
- K. CITY and COUNTY shall comply with all Federal, State and Local rules and regulations as they apply to this project.

III. Term

This Agreement shall be effective as of the date the Agreement is duly approved by the governing bodies of the parties hereto, and shall be renewable on an annual basis not to exceed five (5) years. Except as provided in Paragraph V herein, this Agreement will automatically be renewed unless written notice of non-renewal is provided at least fifteen (15) days prior to the expiration of the current one-year term.

IV. Compensation

COUNTY shall charge CITY \$1.50 per ton of CITY green waste reloaded by CITY or its designee, as compensation for the utilization of COUNTY drop off area and scale services. The County shall bill City on a monthly basis. The rate per ton may be adjusted in writing on an annual basis, by mutual agreement of both parties.

V. Termination

COUNTY may terminate this Agreement in the event of odor violations by the CITY with fifteen (15) days advance written notice. Either party may terminate this Agreement, for any reason, upon sixty (60) days advance written notice provided to the other party.

The notice of termination shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to the respective parties at the address indicated in Section IX.

VI. Liability and Indemnity

Each party shall assume the responsibility and liability for the acts and omissions of its own agents, officers, or employees in connection with the performance of their obligations under this Agreement. For tort liability purposes, neither party shall be considered the agent of the other party. Each party shall be liable, if at all, only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

CITY shall assume the responsibility and liability for and CITY shall indemnify, defend, and hold harmless COUNTY, its agents, officers, and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) of any kind and nature whatsoever imposed in, asserted against, incurred or suffered by COUNTY or its agents, officers, or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of CITY, or any of its agents, officers, or employees in its or their performance of this Agreement.

COUNTY shall assume the responsibility and liability for and COUNTY shall indemnify, defend, and hold harmless CITY, its agents, officers, and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) of any kind and nature whatsoever imposed in, asserted against, incurred or suffered by CITY or its agents, officers, or

employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of COUNTY, or any of its agents, officers, or employees in its or their performance of this Agreement.

The provisions contained herein include 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 act or action of any party or any of its agents, officers, or employees in its or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any obligations, losses, damages, expenses and liability costs, including attorney's fees, attributable to that party's negligence or fault.

VII. Mutual Waiver of Subrogation

The parties agree that in the event of loss due to a claim arising out of any negligence, omission, or failure to act when under a duty by any of their agents, officers, or employees, against their respective workers' compensation, general liability, and/or auto liability insurance policies, each party shall look solely to its own insurance for recovery.

VIII. Health, Safety and Environmental Regulation Compliance

The parties shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations pertaining to health and safety protection of their respective employees, including requirements applicable to an Injury and Illness Protection Plan and a program to communicate any significant hazards of work to be performed under this Agreement.

The parties agree to comply with all applicable hazardous waste and environmental laws, ordinances, rules and regulations, enacted or promulgated by any public or governmental authority or agency having jurisdiction.

IX. Notices

Any notice, demand, request, or approval concerning this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage pre-paid addressed as follows:

TO COUNTY:

Chief, Waste Management and Recycling Division
County of Sacramento
9850 Goethe Road
Sacramento, CA 95827-3561

TO CITY:

Solid Waste Planning Superintendent
City of Sacramento
921 10th Street, Suite 500
Sacramento, CA 95815

X. Assignment of Agreement

The parties to this Agreement may not assign the privileges or obligations of this Agreement.

XI. Amendments

Modifications or amendments affecting the work hereunder shall be in writing and executed by both parties.

XII. Waiver

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

XIII. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

XIV. Entire Agreement

This instrument constitutes the entire Agreement between the COUNTY and CITY concerning the subject matter hereof.

XV. Dispute Resolution

With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve the same prior to the commencement of litigation.

XVI. Approval of Governing Bodies

This Agreement is expressly conditional upon the approval of each party's governing body. Each of the parties hereto will use its best efforts to obtain such approval.

XVII. Warranty of Contracting Authority

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By _____
Robert F. Shanks, Director
Department of Water Quality
Public Works Agency
"COUNTY"

Approved as to Form:

Deputy County Counsel

CITY OF SACRAMENTO, a municipal corporation

By _____
Bob Thomas, City Manager
"CITY"

Approved as to form:

Deputy City Attorney

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