



GENERAL SERVICES
DEPARTMENT

SOLID WASTE
DIVISION

CITY OF SACRAMENTO
CALIFORNIA

2812 MEADOWVIEW ROAD
BUILDING 1
SACRAMENTO, CA 95832

(916) 808-4932
FAX (916) 808-4999

January 20, 2005

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: L&D LANDFILL GREEN WASTE TRANSFER AGREEMENT

LOCATION AND COUNCIL DISTRICT: Citywide

RECOMMENDATION:

This report recommends that the City Council approve the attached resolution authorizing the City Manager to enter into an agreement with L&D Landfill to provide a transfer site for green waste collected by City of Sacramento Solid Waste Division. The amount of the agreement is \$151,250.

CONTACT PERSONS: G. Harold Duffey, Integrated Waste General Manager, 808-4932
Marty Strauss, Integrated Waste Planning Superintendent, 808-4934

FOR CITY COUNCIL MEETING OF: March 1, 2005

SUMMARY:

The attached agreement between the City of Sacramento and L&D Landfill is to provide the following services related to green waste:

- L&D Landfill will construct an asphalt pad on which the City of Sacramento Solid Waste Division will unload (tip) lawn and garden materials collected throughout the City.
- The pad constructed will be a transfer point for the City's contractor to reload and transfer the green waste material for composting.

The total cost of the agreement for the first year is \$151,450. Thereafter, the cost to use the transfer site will be approximately \$85,800 per year with an annual increase of 4 percent. The agreement will be for one year, with an option to renew annually, and not to exceed a total of five years from the initial date of the agreement.

COMMITTEE/COMMISSION ACTION: None

BACKGROUND INFORMATION:

For the past several years, the Solid Waste Division has used the County of Sacramento's South Area Transfer Station for green waste tipping. However, the Local Enforcement Agency (LEA) recently informed the County that acceptance of the City's green waste at the South Area Transfer Station caused the facility to exceed its daily permitted capacity. Therefore, the County terminated its agreement with the City as of December 20, 2004.

Upon receiving written notice from the County that the South Area Transfer Station was no longer available, the Solid Waste Division contacted the Local Enforcement Agency to identify alternative existing facilities where it could transfer the green waste collected. The Solid Waste Division solicited quotes from the identified sites and found the L&D Landfill quote to be the most cost effective.

Approximately 110 tons of green waste were transferred daily at the South Area Transfer Station, totaling approximately 30,000 tons per year. The L&D Landfill is within a quarter mile from the South Area Transfer Station. Therefore, there will not be an increase in traffic in the immediate area related to transfer of the green waste.

FINANCIAL CONSIDERATIONS:

There will be a one-time cost of \$65,450 to construct a 125' x 125' asphalt pad with a push wall to store and load green waste. This is necessary to prevent contamination. The construction of the pad will be paid for by funds from CIP: YB62 Green Waste Facility. As of February 9, 2005, \$164,790.12 is available.

Disposal fees in the current Solid Waste Division's operating budget will pay for the tipping fee of \$3.75 per ton, for a total of \$85,800 per year. The tip fee of \$3.75 per ton will increase four percent each year.

The City's Solid Waste Division paid \$1.50 per ton at the South Area Transfer Station. The attached agreement increases this cost to \$3.75 per ton. This is an increase of 2 percent per year in overall transfer fees for green waste. The total cost for the first year of the agreement is \$151,450, including the construction of the pad for transfer of the green waste.

ENVIRONMENTAL CONSIDERATIONS:

Prior to entering into negotiations with L&D Landfill, the Solid Waste Division consulted with the LEA to determine if L&D Landfill was permitted to accept and provide a transfer site for the green waste. The LEA responded positively and said there would be no need for a permit revision regarding daily tonnage or increased number of trucks entering the landfill.

POLICY CONSIDERATIONS:

The action requested herein is consistent with the City of Sacramento's Strategic Plan goal of enhancing and preserving neighborhoods.

ESBD CONSIDERATIONS: Not Applicable

Respectfully submitted,



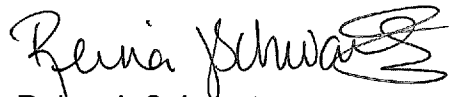
G. Harold Duffey
Integrated Waste General Manager

RECOMMENDATION APPROVED:



ROBERT P. THOMAS
City Manager

Approved:



Reina J. Schwartz
Director, Department of General Services

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**AGREEMENT BETWEEN THE CITY OF SACRAMENTO
AND L AND D LANDFILL LIMITED PARTNERSHIP FOR GREEN WASTE
STORAGE
AND RELOAD AT L AND D LANDFILL**

THIS AGREEMENT is made and entered into this ____ day of _____, 2005, by and between L AND D LANDFILL LIMITED PARTNERSHIP, hereinafter referred to as "CONTRACTOR", and the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, CONTRACTOR'S facilities are available at its landfill located at 8635 Fruitridge Road, Sacramento, CA, to serve as an intermediate storage and reload site for green waste collected by CITY;

WHEREAS, CITY has a need for a location to deposit and store its green waste pending final removal by its sub-contractor;

WHEREAS, CITY desires to enter into an agreement with CONTRACTOR for green waste storage and reloading at CONTRACTOR'S landfill; and

WHEREAS, CONTRACTOR AND CITY desire to enter into this Agreement on the terms and conditions set forth herein.

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

I. Rights And Responsibilities of CONTRACTOR

- A. CONTRACTOR will provide and construct sufficient area, as defined in Exhibit A, (hereinafter referred to as the "Site") at its landfill to allow CITY authorized vehicles to deposit and reload green waste collected by CITY. CITY will deliver to Site approximately 130 tons per weekday, excepting Friday, not to exceed a maximum of 200 tons in any one day.
- B. CONTRACTOR to maintain the integrity of the pad and push wall to allow CITY'S vehicles to unload greenwaste and CITY'S subcontractor to load greenwaste. Subgrade failures will be resolved at CONTRACTOR'S expense. Damage to pad or wall from operations performed by CITY or CITY'S subcontractor will be repaired at CITY'S expense by CONTRACTOR.
- C. CITY'S subcontractor must be approved by CONTRACTOR before CITY begins delivering greenwaste to the Site. CONTRACTOR'S approval shall not be unreasonably withheld. CITY'S subcontractor may only use the Site for loading greenwaste for transfer offsite, and not for any other purpose.

- D. CITY shall give ten (10) business days' advance written notice to CONTRACTOR of its intent to commence the deposit of green waste pursuant to this Agreement. CONTRACTOR and CITY have mutually agreed to the Site that the CITY will use for depositing and reloading of CITY'S green waste as shown in Exhibit A.
- E. No later than one (1) business day prior to the commencement of operations under this Agreement, CONTRACTOR shall document through the use of still photographs and handwritten notes, the condition of the Site.
- F. CONTRACTOR reserves the right to move Site to a location of CONTRACTOR'S choice within the limits of the landfill at CONTRACTOR'S expense. Site to be comparable in size and scope to Exhibit A. CONTRACTOR to give CITY sixty (60) days notice of intent to move Site.
- G. CONTRACTOR shall have the right to terminate this agreement, if the landfill space is needed, with ninety (90) days written notice. CONTRACTOR would then amortize the cost of the pad made to receive green waste over the unused life of the contract, defined as five (5) years from the date of the Agreement. CONTRACTOR to pay CITY such costs relating to the unused life of the pad within 30 days of termination.

II. Rights and Responsibilities of City

- A. CITY, within its sole judgment and discretion, shall deposit the green waste it collects from its normal residential routes at the Site. CITY is expected to deliver approximately one hundred thirty (130) tons per day of green waste, and not to exceed a total of two hundred (200) tons at the Site at any given time. CITY will provide CONTRACTOR with five (5) business days advance written notice if the green waste to be delivered is expected to vary by 100 tons or more per day. Upon the giving of such notice, CONTRACTOR 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 200 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 one (1) days worth of collected materials (maximum of 200 tons) accumulated on site at any time, pursuant to Paragraph II (A) above. In the event that CITY'S subcontractor fails to remove the green waste as specified herein, CONTRACTOR shall notify CITY and CITY shall arrange for the removal of the green waste no later than twenty-four (24) hours after receiving such notice. In the event that CITY fails to remove the green waste as specified herein, then CONTRACTOR may remove the green waste at CITY'S expense and may terminate this Agreement upon ten (10) calendar days advance written notice, as provided in Paragraph V, below.

- C. CITY shall employ good neighbor and industry practices to control problems related to the migration of odor and dust off-site as a result of CITY'S green waste operations at landfill. In the event that CITY fails to control odor and dust, 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 CONTRACTOR, or upon two (2)-business days advance written notice by CONTRACTOR. Said materials shall be placed in appropriate containers by CITY to prevent windblown materials from littering the site.
- E. CITY agrees to compensate CONTRACTOR its actual costs of loading and removal plus the then posted gate rate per ton for disposal, if green waste or residuals are not removed by CITY or its designee under Paragraphs II (B) and II (D) of this Agreement. CONTRACTOR'S disposal rate is \$32.00 per ton as of February 4, 2005. CONTRACTOR shall provide CITY with a written itemization of its costs within ten (10) business days after CONTRACTOR'S removal of CITY'S green waste or residuals.
- F. CITY is authorized to have one (1) wheeled loader stored on site at landfill for use in its' green waste reload operation. Loader to remain at landfill at CITY'S or CITY'S subcontractor's own risk.
- G. CITY green waste collection trucks shall be weighed on CONTRACTOR'S scales when coming onto the landfill. A weight ticket will be issued on the inbound scales. Additionally, CONTRACTOR agrees to provide CITY access to said scales for the purpose of documenting the transport of green waste off-site by CITY'S subcontractor.
- H. CITY shall provide truck identification numbers and CONTRACTOR shall take tare weights for its green waste vehicles to be utilized in the deposit of green waste at landfill prior to the commencement of operations under this Agreement and every six (6) months thereafter until the termination of this Agreement.
- I. CITY shall only deliver green waste for transfer during the operating hours of L and D Landfill, Monday through Thursday.
- J. CITY'S subcontractor shall load and transfer green waste, within twenty-four (24) hours of its delivery by the CITY, during posted operating hours of L and D Landfill, Monday through Friday.

III. Term

This Agreement shall be effective as of the date first indicated above. The Agreement shall be renewable by CITY on an annual basis, commencing on the date of the first delivery of greenwaste to the Site, not to exceed five (5) years. Except as provided in Paragraph V, below, this Agreement will automatically be renewed unless CITY provides written notice of non-renewal at least 15 calendar days prior to the expiration of the then current one (1) year term.

IV. Compensation/Payment Schedule

- A. Commencing on the date of the first delivery of green waste to the Site, CITY shall pay to CONTRACTOR the greater of THREE THOUSAND (\$3,000) DOLLARS per month or THREE DOLLARS AND SEVENTY-FIVE CENTS (\$3.75) per ton of green waste delivered for the utilization of the Site and CONTRACTOR's scale services. CONTRACTOR shall bill CITY on a monthly basis. The rate per ton shall be increased 4% on an annual basis.
- B. CITY to deliver a minimum of 22,000 tons per calendar year, to be prorated the first and last calendar years of this Agreement, commencing with the date of the first delivery of greenwaste to the Site. If CITY fails to deliver 22,000 tons per calendar year, the CONTRACTOR will invoice the CITY the shortfall amount after December 31st. Payment of the shortfall will be per Paragraph IV (C) below.
- C. CONTRACTOR will invoice the CITY on the first of every month for the previous month's loads. All bills are due and payable by the 15th of the month and are considered to be late after 30 days. All bills must be paid within 45 days of the billing date or interest charges and late fees will be assessed to the account. Interest will be 1-1/2% per month and the late fee will be 5%.
- D. CITY shall reimburse CONTRACTOR the cost of construction of a pad per Exhibit A, FORTY-NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$49,250.00). Payment for construction of the pad shall be due CONTRACTOR within thirty days of the CITY receiving an invoice that the pad has been constructed as described in EXHIBIT A.
- E. CITY shall reimburse CONTRACTOR SIXTEEN THOUSAND TWO HUNDRED DOLLARS (\$16,200.00) for the disassembling, transport and reassembling of the precast concrete push wall, currently located at 8550 Fruitridge Road, Sacramento, in accordance with Exhibit A. CITY to own push wall upon installation at the Site. Upon termination of the Agreement, CITY to remove push wall from the landfill within sixty (60) days. **If CITY elects not to remove the push wall, then the CONTRACTOR will have the first option to purchase the push wall. If CONTRACTOR does not exercise option to purchase the push wall then CITY shall either remove the push wall at CITY'S expense or pay CONTRACTOR to dispose of the push wall.** Payment for construction of

the push wall on Site shall be due CONTRACTOR within thirty (30) days of the CITY receiving an invoice that the push wall has been constructed in accordance with Exhibit A.

Payment for construction of the push wall on Site shall be due CONTRACTOR within thirty (30) days of the CITY receiving an invoice that the push wall has been constructed in accordance with Exhibit A.

- F. The CONTRACTOR shall commence construction of the pad and diligently proceed to complete said work within three weeks of the Execution of Agreement. CONTRACTOR shall commence installation of the push wall, upon availability of same, and diligently proceed to complete said work on or before October 1, 2005. The time for completion of both the pad and push wall shall be extended to account for the effect of adverse weather, acts of God and any other circumstances beyond the reasonable control of CONTRACTOR. The CITY shall allow for reasonable extensions of time based upon the foregoing reasons.

V. Termination

- A. CONTRACTOR may terminate this Agreement in the event of odor complaints due to CITY'S green waste with Ninety (90)-calendar days advanced written notice. Either party may terminate this Agreement, for any reason, upon Sixty (60) calendar days advanced written notice provided to the other party.
- B. 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 CONTRACTOR at the address indicated in Section XI.
- C. CONTRACTOR shall have the right to terminate this agreement immediately if the Local Enforcement Agency executes three (3) "Area of Concern" notices, on the Agency's "Disposal Site Inspection Report", related to green waste received from the CITY.
- D. If this Agreement is terminated under paragraph A, above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this agreement, less payments of compensation previously made. In no event, however, shall CITY pay CONTRACTOR an amount that exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of termination.

- E. CITY shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding obligations to a third party that CITY can legally cancel.

VI. Liability and Indemnity

- A. CITY shall indemnify, defend and hold harmless CONTRACTOR, its City Council, officers, directors, agents, employees and volunteers from and against all, demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY, its City Council, its officers, directors, agents, employees, or subcontractors.
- B. CONTRACTOR shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys fees, arising out of or resulting from the performance of this Agreement, caused in whole or part by the negligent or intentional acts or omissions of CONTRACTOR'S officers, directors, agents, employees, or volunteers.
- C. It is the intention of CONTRACTOR and CITY that the provisions of Section VI be interpreted to impose on each party responsibility to the other for the acts or omissions of their respective officers, directors, agents, employees, volunteers, CONTRACTOR'S, City Council and CITY'S subcontractors. It is also the intention of CONTRACTOR and CITY that, where fault is determined to be contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage, attributable to the fault of that party, its officers, directors, agents, employees, volunteers, CONTRACTOR'S, City Council and CITY'S subcontractors.

VII. Insurance

CITY shall require that its' subcontractors performing work as part of this agreement maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance containing coverages, terms and conditions acceptable to the CITY. . CITY'S Subcontractor shall list CONTRACTOR as an additional insured on their policies of insurance and CITY shall provide CONTRACTOR with proof of such insurance on an annual basis. CONTRACTOR acknowledges that CITY is self-insured and requires documentation that CITY is self-insured. CITY shall provide CONTRACTOR with certificates of self-insurance annually.

VIII. Compliance with Laws

The parties shall observe and comply with all applicable Federal, State and CONTRACTOR laws, regulations, and ordinances.

IX. Governing Laws and Jurisdiction

This Agreement shall be deemed to have been executed and to be performed within the State of California, and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

X. Health, Safety and Environmental Regulation Compliance

The parties shall observe and comply with all applicable Federal, State and Local laws, ordinances, rules and regulations pertaining to health and safety protection if 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, ordinance, rules and regulations, enacted or promulgated by any public or governmental authority or agency having jurisdiction.

XI. Notices

Any, notice, demand, request, consent, approval, invoice, or payment 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 CONTRACTOR:

TO CITY:

Mike Lien, General Manager
L and D Landfill,
Limited Partnership
P.O. Box 255009
Sacramento, CA, 95865-5009

G. Harold Duffey, Integrated Waste
General Manager
Solid Waste Division
City of Sacramento
2812 Meadowview Rd.
Sacramento, CA 95832

Either party may change the address to which subsequent notice and/or other communications can be sent, by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

XII. Licenses and Permits

The parties shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by CONTRACTOR. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by CITY.

XIII. Performance Standards

CITY and CITY'S subcontractor shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to the services performed under this Agreement.

XIV. Contractor Identification

CITY shall provide the CONTRACTOR with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento COUNTY Code Chapter 1.60: CITY'S subcontractor's name, residence address, telephone number, and social security number, and whether dependent health insurance coverage is available to CITY'S subcontractor.

XV. Status of City and City's Subcontractor

- A. It is understood and agreed that CITY (including CITY'S subcontractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CITY'S and CITY'S subcontractor's assigned personnel shall not be entitled to any benefits payable to employees of CONTRACTOR. CONTRACTOR is not required to make any deductions or withholdings from the compensation payable to CITY or CITY'S subcontractor under the provisions of this agreement; and as an independent contractor, CITY and CITY'S subcontractor hereby indemnifies and hold CONTRACTOR harmless from any and all claims that may be made against CONTRACTOR based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CITY and CITY'S subcontractor in the performance of its obligation hereunder is subject to the control or direction of CONTRACTOR as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CITY and CITY'S subcontractor for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CITY and CITY'S subcontractors, such person shall be entirely and exclusively under the direction, supervision, and control of CITY and CITY'S subcontractor. 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 CITY and CITY'S subcontractor, and the CONTRACTOR shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of CONTRACTOR, neither the CITY'S nor CITY'S subcontractor's assigned personnel shall have any entitlement as a CONTRACTOR employee, right to act on behalf of CONTRACTOR in any capacity whatsoever as agent, nor to bind CONTRACTOR to any obligation whatsoever. CITY nor CITY'S subcontractor shall not be covered by worker's compensation; nor shall CITY nor CITY'S subcontractor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the CONTRACTOR to employees of the CONTRACTOR.
- E. It is further understood and agreed that CITY and CITY'S subcontractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of CITY'S and subcontractor's respective assigned personnel under the terms and conditions of this agreement.

XVI. Audits and Records

Upon CITY'S request, CITY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR 'S premises, CONTRACTOR'S financial and program records as CITY deems necessary to determined CONTRACTOR 'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon CITY'S request at CITY'S expense.

XVII. Assignment of Agreement

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

XVIII. Amendments

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

XIX. Successors

This Agreement shall bind the successors of CONTRACTOR and CITY in the same manner as if they were expressly named.

XX. 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.

XXI. Interpretation

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXII. Governing Laws and Jurisdiction

This Agreement shall be deemed to be executed and deemed to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

XXIII. Severability

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

XXIV. Time

Time is of the essence of this Agreement.

XXV. Entire Agreement

This instrument constitutes the entire Agreement between CONTRACTOR and CITY concerning the subject matter hereof. Any prior whether oral or written, between CONTRACTOR and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXVI. 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.

XXVII. 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.

XXVIII. Duplicate Counterparts

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when both parties have signed it.

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

CONTRACTOR
L AND D LANDFILL LIMITED PARTNERSHIP

By _____
MICHAEL P. LIEN General Manager

:

CITY OF SACRAMENTO, a municipal corporation

By _____
REINA J. SCHWARTZ
Director, General Services Department

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH L&D LANDFILL FOR THE STORAGE AND
TRANSFER OF GREEN WASTE COLLECTED BY THE CITY OF SACRAMENTO'S
SOLID WASTE DIVISION IN AN AMOUNT NOT TO
EXCEED \$151,450**

WHEREAS, the County of Sacramento did not extend the agreement with the City of Sacramento to use the South Area Transfer Station for storage and transfer of green waste, and

WHEREAS, the City of Sacramento successfully entered into an agreement with L&D Landfill to provide a storage and transfer site for green waste collected by the City of Sacramento's Solid Waste Division.

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

- The City Manager is authorized to execute an agreement with L&D Landfill in an amount not to exceed \$151,450 for the construction of a storage pad and transfer site for green waste collected by the City of Sacramento, and
- Subject to the mutual agreement of both parties, the agreement may be renewed up to four times under the same terms and conditions on an annual basis in an amount not to exceed \$85,800 plus an annual increase of the tip fee of four percent per year.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____