



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2671
[www. CityofSacramento.org](http://www.CityofSacramento.org)

CONSENT
April 11, 2006

Honorable Mayor and
 Members of the City Council

Subject: Consideration and Approval of MOU and HDR Agreement for North Area
 Transfer Station

Location/Council District: Citywide

Recommendation:

Staff recommends the Mayor and City Council take the following action:

1. Approve the Memorandum of Understanding between the City of Sacramento and BLT Enterprises, Inc. describing the process for siting a City of Sacramento North Area Transfer Station.
2. Approve the attached agreement between the City of Sacramento and HDR to assist the Department of Utilities, Solid Waste Division complete the CEQA analysis for a City of Sacramento North Area Transfer Station.

Contact: Gary A. Reents, Director, Department of Utilities, 808-1433
 G. Harold Duffey, Integrated Waste General Manager, 808-4932

Presenters: N/A

Department: Utilities

Division: Solid Waste

Organization No: 3361

Summary:

This report is in follow up to the November 29, 2005 City Council meeting where the City Council approved criteria for siting a North Area Transfer Station. During the meeting, staff stated that we would return to City Council with the following:

1. Memorandum of Understanding (MOU) with BLT to site a North Area Transfer Station describing the process and schedule to be followed in siting the North Area Transfer Station.
2. Consultant contract for the development of the Siting Study and CEQA Analysis
3. A list of Sites based on the City Council's approved Siting Criteria

Since November 29, 2005, staff has completed a Memorandum of Understanding between the City and BLT Enterprises of Sacramento and selected a CEQA consultant. Both the Memorandum of Understanding and CEQA Consultant Agreement are attached for the City Council's review and approval. Staff intends to present the list of potential sites based on City Council's approved criteria at a City Council meeting in the near future.

Committee/Commission Action: None.

Background Information:

Since the siting of the Sacramento Recycling and Transfer Station, located at 8491 Fruitridge Road, the City has acknowledged the future need for a North Area Transfer Station. Amendment #1 to the agreement between the City and BLT Enterprises of Sacramento, approved in August 2005, included the need to site a North Area Transfer Station.

This Council report contains the following information:

1. Professional Services Agreement between the City of Sacramento and HDR (Attachment 1), to provide assistance in completing the CEQA analysis for siting the City of Sacramento North Area Transfer Station.
2. A Memorandum of Understanding between the City of Sacramento and BLT Enterprises of Sacramento (Attachment 2), describing the process and schedule to be followed in siting a City of Sacramento North Area Transfer Station.

A. Professional Services Agreement

Attachment 1 is the Professional Services Agreement for \$493,216 between the City of Sacramento and HDR. This agreement is for the second phase of the project and is for HDR to provide assistance completing the CEQA analysis to successfully site and construct a City of Sacramento North Area Transfer Station.

The consultant identified in the professional services agreement was selected after soliciting Statements of Qualifications from environmental firms screened and certified by the City of Sacramento's Environmental Services Division. A total of three environmental firms responded and two were short listed and asked to provide supplemental information so that staff could better understand their qualifications. After the committee reviewed the supplemental information, Solid Waste Services negotiated a scope of work and cost to complete the scope of work. The scope of work to be completed by HDR Engineering can be found in Attachment 1.

B. Memorandum of Understanding

The Memorandum of Understanding (MOU) (Attachment 2) between the City of Sacramento and BLT Enterprises of Sacramento describes the process and schedule for completing the tasks necessary prior to completing an operating agreement between

the City and BLT Enterprises of Sacramento for the City of Sacramento North Area Transfer Station. The MOU is recommended as a necessary interim step prior to an operating agreement in order for a site to be identified and the cost computed to construct and operate a City of Sacramento North Area Transfer Station. The City Attorney has advised that prior to site selection and certification of the CEQA analysis, the operating agreement cannot be completed. The above steps will not be completed until the CEQA analysis is completed, in the fall of 2006. At that time, an agreement describing the operations and cost to the City will be forwarded to the City Council for approval prior to the start of construction of the facility.

Financial Considerations:

Approval of the Professional Services Agreements, Memorandum of Understanding Schedule for siting the City of Sacramento North Area Transfer Station will have no impact on the Solid Waste Division's budget. The Professional Services Agreements will be financed by BLT Enterprises of Sacramento, Inc. of Sacramento, the applicant for the project as described in the Memorandum of Understanding.

Environmental Considerations:

None of the proposed actions will have an impact on the environment, nor bind the City to actions that require environmental review. Accordingly, the actions proposed do not constitute a project requiring environmental review pursuant to Public Resources Code section 21065 and CEQA Guideline section 15378 and are otherwise exempt from the CEQA review process pursuant to CEQA Guidelines section 15262.

Policy Considerations:

Approval of the attached resolution supports the City policy of achieving sustainable and livable communities.

Emerging Small Business Development (ESBD):

Not applicable.

Respectfully Submitted by: 
for G. Harold Duffey
Integrated Waste General Manager

Approved by: 
Gary A. Reents
Director of Utilities

Recommendation Approved:


for RAY KERRIDGE
City Manager

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PROJECT NAME: Phase 2-North Area Transfer Station - EIR
DEPARTMENT: Utilities
DIVISION: Solid Waste Division

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Michael Brown,
Senior Vice President
HDR Engineering Inc
198 Cirby Way, Suite 170
Roseville, Ca. 95678

("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
2. **Payment.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices which CONSULTANT uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONSULTANT and made a part of this Agreement, including without limitation any document

relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

- 5. **CITY Representative.** The CITY Representative specified in Exhibit A, or the Representative's designee, shall administer this Agreement for CITY.
- 6. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONSULTANT is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 7. **Authority.** The person signing this Agreement for CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT to the performance of its obligations hereunder.
- 8. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Marty Hanneman, Assistant City Manager
For: Ray Kerridge, City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided by CITY
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

CONSULTANT:

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- _____ Individual/Sole Proprietor
- _____ Partnership
- _____ Corporation
- _____ Limited Liability Company
- _____ Other (*please specify:* _____)

Signature of Authorized Person

Title

Additional Signature/Title (*if required*)

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: _____

Address: _____

The above named Consultant ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") and attached as Exhibit E to my City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
 - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the

first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits.

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9 In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date

Print Name

Title

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Martin Strauss, Integrated Waste Planning Superintendent
 City of Sacramento, Department of Utilities
 Solid Waste Services, 2812 Meadowview Road
 Sacramento, CA 95832
 Telephone (916) 808-4934 Fax. (916) 808-4999

All CONSULTANT questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONSULTANT Representative for this Agreement is:

Michael Brown, Senior Vice President
 HDR Engineering Inc
 198 Cirby Way, Suite 170 Roseville, Ca. 95678
 Telephone (916) 786-0600

All CITY questions pertaining to this Agreement shall be referred to the CONSULTANT Representative. All correspondence to CONSULTANT shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is ___ is not ___ [check one] required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Scope of Services. Consultant shall provide the following services:

| Task Number | Task Description | Completion Date | Task Cost |
|---|--|-------------------------------|------------------|
| Phase II – Start of Community Meetings and EIR | | | |
| 1 | Scoping/Community Meetings (Assumes HDR and Fehr & Peers Will Attend up to Six Community Meetings. Meeting Durations are Assumed to be 6 Hours or Less.) | 5/22/06 through 6/20/06 | \$19,500 |
| 2 | Summarize Comments from Community Meetings and Deliver to The Hoyt Company for Posting on the Project Website | 6/23/06 | \$6,000 |
| 3 | Start EIR (Project Initiation and Kickoff Meeting) | 4/11/06 | \$4,800 |
| 4 | Administrative Draft EIR (Assumes Analysis of One Project Site, \$25,000 for Each Additional Site Evaluated in Detail) (Assumes All Sites Will Not | 6/27/06 | \$168,800 |

| | | | |
|----|---|-------------------------|------------------|
| | be Greater Than 10 Acres in Size, Will Not Require the Analysis of More Than Two Additional Intersections, and Will Not Require Focused Species Surveys or Wetland Delineations, nor Site-specific Cultural Resource Surveys. If Any of These Tasks are Needed, We Can Revise the Scope and Cost Accordingly.)(The Analysis of Additional Sites Will Extend the ADEIR Submittal Deadline by Two Weeks.) | | |
| 5 | Review by City Staff/Project Team (City/BLT Task) | 7/11/06 | \$0 |
| 6 | Discuss Comments by City/Project Team (Assumes No New Analysis of Sites and Up to 16 Hours of Coordination) | 7/13/06 | \$2,200 |
| 7 | City Review of Written Responses (City Task) | 7/21/06 | \$0 |
| 8 | Draft EIR Released (Includes Incorporation of All Comments Received from the City) (Assumes Printing 50 Copies, 1 Single-sided Original, and 2 Copies on CD ROM) | 7/31/06 | \$15,800 |
| 9 | Announcement of DEIR Availability (Assumes Preparation of the Notice of Availability to be Distributed by the City) | 7/31/06 | \$1,500 |
| 10 | Workshops of DEIR (Assumes Attendance by HDR and Fehr & Peers at Three PC/Community Workshops with Meeting Durations of 6 Hours or Less) | 7/31/06 through 9/12/06 | \$9,750 |
| 11 | Posting Comments and Responses Electronically | 9/18/06 | \$1,700 |
| 12 | Response to Comments/Final EIR (Assumes 70 Professional Hours to Respond to Comments Plus Management Time and Document Production. If Additional Hours are Necessary, a Cost Amendment would be Required) | 10/2/06 | \$14,300 |
| 13 | Prepare Draft Final EIR Monitoring Plan as Part of FEIR | 10/2/06 | \$4,800 |
| 14 | Review Draft FEIR (City Task) | 10/9/06 | \$0 |
| 15 | Respond to City Comments on DFEIR | 10/16/06 | \$6,800 |
| 16 | FEIR Prepared (Assumes Printing 50 Copies, 1 Single-sided Original, and 2 Copies on CD ROM) | 10/23/06 | \$5,200 |
| 17 | Prepare Council Report (HDR to Assist City) | 10/16/06 | \$3,700 |
| 18 | Review Council Report | 10/23/06 | \$800 |
| 19 | Council Meeting for FEIR (Assumes HDR's and Fehr & Peers Attendance at Two Meetings) | 10/31/06 and 11/7/06 | \$5,800 |
| | Project Management for Fehr & Peers and HDR | N/A | \$22,730 |
| | | Total Cost | \$294,180 |

Failure to comply with the above described in the above timeline on the part of the consultant, unless delayed by the City or unforeseen circumstances not controlled by the Consultant, shall result in the City withholding ten percent of the payment due the Consultant by the City.

All deliverables shall be provided to the City, in both hard copy and electronic copy, using MS Word and/or EXCEL, or other software requested by the City.

4. Time of Performance. The Agreement shall be good from the date the City Approves the Agreement through April 30, 2007.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONSULTANT'S Compensation.** The total of all fees paid to the CONSULTANT for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$294,180.
2. **Appropriate Billable Hourly or Daily Rates.**
 - A. Unless payment under this Agreement will be made on a flat fee or lump sum basis, CONSULTANT shall be paid the hourly or daily rates set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. [*Attach list of the hourly or daily rates, labeled "Attachment 1 to Exhibit B".*]
3. **CONSULTANT'S Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONSULTANT.**
 - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT'S invoice, said payments to be made in proportion to services performed or as otherwise specified in Section 2.B., above. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONSULTANT shall contain the following information:
 1. Job Name
 2. Description of services billed under this invoice, and overall status of project
 3. Date of Invoice Issuance
 4. Sequential Invoice Number
 5. CITY'S Purchase Order Number
 6. Total Contract Amount
 7. Amount of this Invoice (Itemize all Reimbursable Expenses)
 8. Total Billed to Date
 9. Total Remaining on Contract
 10. Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

- C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT'S failure to comply with the invoice format described below.
- D. Requests for payment shall be sent to:

*City of Sacramento, Department of Utilities
Solid Waste Services
2812 Meadowview Road
Sacramento, CA 95832
Telephone-(916) 808-4934 Fax- (916) 808-4999
Attn: Martin Strauss, Integrated Waste Planning Superintendent*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY'S Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONSULTANT.** CONSULTANT shall maintain for three (3) years after completing of all Services and Additional Services hereunder, all records under this Agreement, including, but not limited to, records of CONSULTANT'S direct salary costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT'S Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep such records available for inspection and audit by representatives of the Department of Finance of CITY at a mutually convenient time.
7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT'S compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT'S breach of this Section 7.

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] Not furnish any facilities or equipment for this Agreement; or
 furnish the following facilities or equipment for the Agreement; [*list, if applicable*]
The City shall furnish all meeting locations for team meetings to meet and confer with the Consultant.

EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT'S assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT 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 CONSULTANT'S employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. TO the extent that CONSULTANT obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT'S sole discretion based on the CONSULTANT'S determination that such use will promote CONSULTANT'S efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, 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 CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed as to create an exclusive relationship between CITY and CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that CONSULTANT does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONSULTANT represents and warrants that CONSULTANT has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession or provide any services under the Agreement. CONSULTANT represents and warrants that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation, CONSULTANT warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONSULTANT shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations under this Agreement. Neither party shall be considered in default of this Agreement, nor be entitled to additional compensation, to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT'S personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT'S personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT'S performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the CITY. CONSULTANT agrees to protect all City Information and treat it

as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. A violation by CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONSULTANT Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONSULTANT pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, Photostatting, 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. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONSULTANT shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one 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 CONSULTANT pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONSULTANT not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY'S failure to provide such notice within such time period shall not relieve CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT'S proposal to CITY or in connection with any Services performed by CONSULTANT, will be disclosed upon receipt of a request for disclosure, pursuant to 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 CONSULTANT of any request for the disclosure of such information. The CONSULTANT shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT 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 CONSULTANT to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with

the provisions of subsection C, above, shall constitute a complete waiver by CONSULTANT of any rights regarding the information designated "trade secret" by CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONSULTANT shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT'S profession in California. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT'S profession. CONSULTANT shall assign only competent personnel to perform

Services pursuant to this Agreement. CONSULTANT shall notify CITY in writing of any changes in CONSULTANT'S staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person(s) is not performing in accordance with the standards required herein, CONSULTANT shall remove such person(s) immediately upon receiving notice from CITY of the desire of CITY for the removal of such person(s).

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONSULTANT'S performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
1. CONSULTANT shall promptly deliver to CITY copies of all information prepared pursuant to this Agreement.
 2. CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish

to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy which CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONSULTANT shall fully indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by CITY'S staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of CONSULTANT, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONSULTANT, and whether or not such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: CONSULTANT shall, upon CITY'S request, defend at CONSULTANT'S sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of CONSULTANT, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, the existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY'S rights under this Section 10, nor shall the limits of such insurance limit the liability of CONSULTANT hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall maintain the following insurance:

- A. Minimum Scope of Insurance: Coverage should be at least as broad as:
- (1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
 - (2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");
 - (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance:

- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice if specifically required in the Scope of Services (Exhibit A).

B. Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

- (1) Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per occurrence if specifically required in the Scope of Services (Exhibit A).

C. Deductibles and Self-Insured Retention's: Any deductibles or self-insured retentions must be declared to and approved by the CITY.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages:
 - (a) CITY, its officials, employees and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT. The coverage shall contain no special limitations on the scope of the protection afforded to CITY, its officials, employees or volunteers.
 - (b) CONSULTANT'S insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute with it.
 - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
 - (d) Coverage shall state that CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages:

Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice

has been given to CITY. In addition, CONSULTANT agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to CITY and CITY approves the reduction in coverage or limits. CONSULTANT further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CITY and CITY approves such increase.

- E. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.
- F. Verification of Coverage: CONSULTANT shall furnish CITY with certificates of insurance showing compliance with the above requirements and with original endorsements effecting all coverages required by this Agreement. The certificates and/or endorsements shall set forth a valid policy number for CITY, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A.
- G. Payment Withhold: CITY shall withhold payments to CONSULTANT if the certificates of insurance and endorsements required in subsection F, above, are canceled or CONSULTANT otherwise ceases to be insured as required herein.

H.

12. Equal Employment Opportunity. During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONSULTANT shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, 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. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT'S obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: CONSULTANT 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 such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONSULTANT with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONSULTANT shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONSULTANT, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONSULTANT, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall 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.

17. **Assignment Prohibited.** The expertise and experience of CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY'S written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company , or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees;. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

MEMORANDUM OF UNDERSTANDING
CITY OF SACRAMENTO
NORTH AREA TRANSFER STATION

This Memorandum of Understanding is executed by and between the parties named below on _____, 2006.

Recitals

Whereas:

A. The parties named below are also the parties to an Agreement titled "Agreement between the City of Sacramento and BLT Enterprises of Sacramento, Inc. ("Contractor"), for Municipal Solid Waste Transfer, Transport, Disposal, Processing and Recovered Materials Diversion, City Agreement Number 98-131 ("Service Agreement"); and

B. Pursuant to the Service Agreement Contractor designed a solid waste transfer and materials recovery facility that has operated continuously since May of 1999 ("Facility"); and

C. On or about August 2, 2005, following approval by the Sacramento City Council, the City of Sacramento and BLT Enterprises entered into an agreement entitled "Amendment Number One to the Agreement between the City of Sacramento and BLT Enterprises of Sacramento, Inc., for Municipal Solid Waste Transfer, Transport, Disposal, Processing and Recovered Materials Diversion" ("Amendment Number One"); and

D. Amendment Number One provides that Contractor may, subject to the terms and conditions contained therein and its ability to obtain all permits necessary for its construction and operation, site, permit and construct a second transfer station in the northern area of the City; and,

E. Contractor understands that neither Amendment Number One or this Agreement commit the City in any way to approval of any site for the second transfer station, the adequacy of the any environmental review required therefor, or the right of Contractor to construct or operate same and/or any particular site, and Contractor is willing to take the risk of such permitting activities including the risk that it will be unsuccessful in obtaining any such approvals but only under the terms and conditions provided herein; and,

F. Amendment Number One also extended the term of the Service Agreement for five (5) years and authorized the City to temporarily divert a portion of its solid waste to a facility owned by the County of Sacramento, in lieu of transporting it to the Facility; and

G. Amendment Number One also provides that the City and the Contractor shall cooperate and negotiate in good faith an amendment to the Service Agreement or a new agreement which will contain specific terms and conditions for the construction, operation, and use of the BLT North Facility and the compensation to Contractor therefor; and, policy direction to the City Manager and the Director of the Department of Utilities to commence a process for siting, constructing, and operating a second transfer station that, if approved by the City Council after mou draft 03-22-06

satisfaction of all applicable legal requirements, would be owned and operated by BLT Enterprises in the northern area of the city; and

H. Pursuant to Amendment Number One, the parties commenced discussions and negotiations, and have determined that a memorandum of understanding is necessary for the purpose of establishing the procedures and processes that will be followed by them during the time that they are formulating a further amendment or separate agreement relating to the new transfer station, and during the time leading to completion of the approval process for the new transfer station; and

I. On November __, 2005, City staff presented a report to the Sacramento City Council outlining the plan for implementation of Amendment Number One, and requesting approval of a set of criteria for selection of sites that will be studied during the public review and environmental review processes; and

J. The City Council, by Resolution No. 2005-__, approved the staff report and adopted the siting review criteria; a copy of the staff report and the resolution adopted by the City Council are attached hereto as **Exhibit "A"** and incorporated into this Memorandum of Understanding; and

K. City staff has commenced implementation of Amendment Number One and Resolution No. 2005-__ by issuing a request for proposals from environmental review consultants qualified to assist the City Department of Utilities in the siting process, the public workshop process, completing the necessary proceedings to comply with the California Environmental Quality Act, and completing the environmental impact report process.

Agreement

Now, therefore, the parties, for good and valuable consideration the receipt of which is hereby acknowledged, agree as follows:

1. Parties. The parties to this Memorandum of Understanding (hereafter "Memorandum of Understanding") are the City of Sacramento, a chartered municipal corporation ("City") and BLT Enterprises of Sacramento, Inc., a California corporation ("Contractor").

2. Purpose of MOU. This Memorandum of Understanding is a planning and procedural document only. The purpose of this Memorandum of Understanding is to specify the process and procedures together with the accompanying required studies and analysis, that the parties have agreed upon and which are designed to lead ultimately to consideration by the Sacramento City Council, in its sole and exclusive discretion, of the question of whether to approve and adopt a written agreement with Contractor for the siting, construction, and operation of a City of Sacramento North Area Transfer Station (hereafter, the "Project"). The process and procedures specified in this Memorandum of Understanding are intended to satisfy all legal requirements associated with designing and implementing the Project, and to provide a forum for maximum public participation during the entire process.

3. Relationship between MOU and Amendment Number One. Amendment Number One shall, except where specifically superseded by this Memorandum of Understanding, govern the actions of the parties with respect to the Project during the period covered by this mou draft 03-22-06

Memorandum of Understanding, as to the matters specifically covered by Amendment Number One. This Memorandum of Understanding is designed to complement and clarify Amendment Number One by describing the implementing process and procedures that have been agreed to by the parties, and defining a schedule for the various significant milestones to be achieved, including negotiation of the terms and conditions of the agreement that will be presented to the Sacramento City Council for approval at the end of the process. Amendment Number One is attached hereto and is expressly incorporated into this Memorandum of Understanding for all purposes as **Exhibit "B."** In the event of a conflict between this Memorandum of Understanding and Amendment Number One with respect to the matters covered by this Memorandum of Understanding, this Memorandum of Understanding shall govern absent agreement otherwise by the parties.

4. Process: As required by law, the City shall exercise full control over all of the processes and procedures that are required in order to present the Project to the Sacramento City Council for its consideration and, if appropriate, final approval. City shall enter into all of the required consultant agreements and shall have full control in administering the consultant contracts and in directing the work of the consultants.

a. Community meetings/outreach program. In accordance with City procedures, City shall schedule and conduct, with the cooperation of Contractor, a series of community meetings and shall design and implement a program of community outreach. To the extent feasible and legally permissible, the community meetings and outreach program will be coordinated with the process and procedures required for the Project pursuant to the California Environmental Quality Act. The schematic outline attached hereto as **Exhibit "C,"** and incorporated herein by this reference, is a representative public outreach plan that will be subject to amendment as the process progresses.

b. California Environmental Quality Act ("CEQA"). The Project is a "project" within the meaning of CEQA, and will require a full Environmental Impact Report ("EIR") to be completed in accordance with all applicable legal requirements, including but not limited to an extensive alternatives analysis. This Memorandum of Understanding does not commit the City to site, approve, or cause the construction and/or operation of a new transfer station. Rather, as set forth above, this Memorandum of Understanding is a planning document designed to establish appropriate procedures and processes to guide the parties through the complex process of determining whether a new transfer station is feasible and appropriate through studies, public participation, and hearings. As such, and because the action of approving this Memorandum of Understanding will have no effect upon the environment, this Memorandum of Understanding is not a "project" requiring environmental review pursuant to section 21065 of the Public Resources Code and/or CEQA Guidelines Section 15378. Each party, at its own non-reimbursable expense, may designate special CEQA counsel to represent that party separately with respect to the CEQA process and document review, as may be required. Upon request by Contractor, City may in its discretion provide to Contractor for its review specific technical and/or operational sections of the administrative draft EIR, after full review by the City.

c. Council meetings. The parties contemplate that there will be a number of City Council meetings required at various intervals during the process. This Memorandum of Understanding will have been considered by the City Council at a meeting shortly following the beginning of the year 2006, along with a recommended set of sites that have been screened through the criteria approved by the City Council; a proposed outreach program; a consultant mou draft 03-22-06

services agreement for the purpose of preparing the EIR; and a proposed schedule. The parties contemplate that the Project will be presented to the City Council in late Fall, 2006 for its consideration, along with the EIR and all other appropriate documents.

5. Costs during process

a. Consultant costs. Contractor shall pay all of the costs associated with the EIR consultant, together with any and all studies that are required for that purpose. Should there be a need for separate consultants (e.g., public outreach consultant; transportation consultant) that are not under subcontract to the EIR consultant, Contractor shall pay the costs associated with such separate consultants. City shall, following engagement of the EIR consultant, provide a reasonable estimate of the anticipated costs for the process to Contractor. Within ten (10) days of receipt of the City estimate, City shall provide the estimate to Contractor. Contractor shall pay twenty percent (20%) of the estimated cost to the City. From the fund established by the City for this purpose, City shall pay the consultants. At the request of City from time to time, Contractor shall pay to City for deposit in that fund further amounts to cover amounts billed to City by the consultants.

b. Agreements with consultants. All consultant agreements shall be between the City and the consultants. Nothing in this Memorandum of Understanding shall preclude Contractor from engaging its own consultants, at its sole non-reimbursable cost. Contractor may at the request of City provide input in an exclusively advisory role with respect to engagement of consultants by the City.

c. City staff costs. Contractor shall pay to City all direct staff costs charged to the City's Solid Waste enterprise. Provided, however, that: (i) the costs shall be directly related to the EIR process for the new transfer station as contemplated by Amendment Number One; and (ii) costs relating to employees of the Department of Utilities working on the Project shall not be charged to Contractor. In the event that a cost that is charged to the City's Solid Waste enterprise is not directly related to the EIR and/or the service agreement but is generally related to the Project, the parties shall meet and confer and endeavor to reach agreement on whether the cost in question is to be paid by Contractor.

d. Costs in the event of litigation. In the event of litigation challenging City's approval of the Project, including without limitation CEQA litigation, the following provisions shall apply:

(1) City shall have the discretion to require Contractor, as the real party in interest, to defend the action with legal counsel approved by City, at Contractor's sole cost and expense;

(2) In the event that City in its discretion elects to defend the action instead of requiring Contractor to do so, City's legal costs for inside and outside counsel, experts, and other fee-based persons shall be reimbursed by Contractor; provided, however, that Contractor's liability in this regard shall be limited to \$50,000.00.

(3) In the event that the plaintiff or petitioner prevails in the litigation, and in the event that the court renders a decision that includes an award of fees and costs, including without limitation attorney and/or expert witness fees for the plaintiff or petitioner, Contractor shall pay

the fee and cost award, and shall indemnify, defend and hold City Harmless from any and all liability and damages relating to the action.

6. Project Schedule; Good Faith. The Project schedule consists of a set of milestones to be achieved by certain dates. The parties agree and understand that the dates may have to be changed as and if required under the circumstances. The milestones and the corresponding dates are as set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference. The parties agree to act in good faith at all times by being responsive during discussions and negotiations, adhering to the schedule, expediting the process where possible, and where conflicts or disagreements arise, acting in good faith by meeting and conferring and endeavoring to reach agreement.

7. Term of Memorandum of Understanding. This Memorandum of Understanding shall be effective from and after the date of its approval by the City Council and signature by the City Manager or designee, and shall remain in effect until it is superceded upon adoption of an amendment to the Service Agreement or a new agreement as described herein duly and lawfully approved by the City Council following certification of the EIR.

8. Payment of Contractor costs if City terminates project during the project development period.

The City Council shall retain discretion whether to continue with the process and procedures specified in this Memorandum of Understanding and, ultimately, whether to approve, modify, or deny the Project. It is the intention of the parties to engage in negotiations in furtherance of the Project, premised upon the City Council's policy direction that a North Area Transfer Station would be in the best interest of the City. Should the City Council, subsequent to the approval of this Memorandum of Understanding, make a discretionary decision not to site a transfer station in the North Area for reasons unrelated to the feasibility of the Project or the environmental impacts of the Project, then Contractor will be compensated for its to-date direct costs excluding its staff time and costs. The date for commencing compilation of direct costs shall be February 1, 2006.

9. Miscellaneous.

a. Notices. All notices herein required, unless otherwise specified, shall be in writing, and shall be delivered in person or sent by first class mail, postage prepaid.

To City: Department of Utilities
City of Sacramento
5770 Freeport Boulevard
Sacramento, CA 95822
Attn: Harold Duffy

To Contractor: (fill in)

With copies to: City Attorney
(fill in who and where)

Any party may change its address by notice in writing to the other parties and thereafter notices shall be addressed and transmitted to the new address.

b. Assignment. This Memorandum of Understanding may not be assigned without the mutual written consent of all parties, and any attempt to assign this Memorandum of Understanding without such consent shall be void.

c. Amendment. This Memorandum of Understanding may only be amended in a writing signed by all parties.

d. Attorneys' Fees and Costs. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Memorandum of Understanding, and the prevailing party in such suit or proceeding shall be entitled to recover from the other parties reasonable costs and expenses, including attorneys' fees, including outside counsel (and, in the case of City, the City Attorney).

d. No Agency. Neither Contractor nor any of its agents, engineers, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of any of Contractor's obligations under this Memorandum of Understanding.

e. Other Memoranda of Understanding or Agreements. Except as may otherwise be specified in this Memorandum of Understanding, this Memorandum of Understanding is not intended to, and shall not, cancel, supersede, modify or otherwise affect any other agreements which have been or may be made or any approvals or permits which have been issued between or by any party regarding the subject matter hereof.

City:

City of Sacramento, a charter municipal corporation

By: _____
City Manager

Contractor:

BLT Enterprises of Sacramento, Inc.

By: _____
Its _____

And

By: _____
Its _____

Approved as to form:

City Attorney

Attest:

City Clerk



REPORT TO COUNCIL

City of Sacramento

23

915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org.

Staff Report
November 29, 2005

Honorable Mayor and
Members of the City Council

Subject: Update on North Area Transfer Station

Location/Council District: Citywide.

Recommendation:

Staff recommends the Mayor and City Council take the following action:

1. Receive and file the report.
2. Direct staff to schedule and conduct public meetings on the siting of a North Area Transfer Station.
3. Approve the attached Resolution approving the criteria for siting a North Area Transfer Station.

Contact: Gary Reents, Director of Department of Utilities, 808-1433
Harold Duffey, Integrated Waste General Manager, 808-4932

Presenters: Gary Reents, Director of Department of Utilities
Harold Duffey, Integrated Waste General Manager

Department: Utilities

Division: Solid Waste

Organization No: 3361

Summary: On August 2, 2005, the City Council approved Resolution # 2005-653 (Attachment 1) approving Amendment # 1 to Agreement 98-131 between the City of Sacramento and BLT Enterprises of Sacramento, extending the agreement to receive and process waste at the Sacramento Recycling and Transfer Station generated by the City for an additional five years, making the total term of the agreement 20-years. This was done in exchange for BLT Enterprises of Sacramento agreeing to work with the City to site and construct a City of Sacramento North Area Transfer Station.

Since approval of Amendment #1 the Department of Utilities, Solid Waste Division staff have met with BLT Enterprises of Sacramento to discuss the process to site a new City of Sacramento North Area Transfer Station.

The purpose of this report is to update the City Council on progress made to date in discussions with BLT Enterprises of Sacramento toward siting a City of Sacramento North Area Transfer Station. This report presents the following information:

- A) Background and history of the City's commitment to siting a City of Sacramento North Area Transfer Station.
- B) Proposed criteria to be used in siting a City of Sacramento North Area Transfer Station.
- C) Proposed public process to site a City of Sacramento North Area Transfer Station.
- D) Proposed schedule for siting a City of Sacramento North Area Transfer Station.

Committee/Commission Action: None.

Background Information:

A. Background and History of the City's Commitment to Siting a North Area Transfer Station

The siting and construction of the Sacramento Recycling and Transfer Station was started in July 1996. This is the same time period when the City Council authorized the Capital Improvement Program Fund to plan and locate a North Area Corporation Yard (NACY). At this time the City Council authorized staff to release a Request for Proposals for the siting of a transfer station to receive and process City waste. At the direction of the City Council staff prepared a list of companies to send the Request for Proposals to. In the response to the Request for Proposals applicants provided potential sites for the transfer station. The proposals were ranked using a defined set of criteria listed in the Request for Proposals. The criteria included:

- Protection and liability/performance of Contractor.
- Distance from Centroid.
- Qualifications.
- Project Schedule.
- Location within RMDZ and/or Enterprise Zone.
- Certified Enterprise Business Zone.
- Use of Alternative Work Force.
- Finances.
- Tipping Fee.
- Adequacy of Facilities.

A total of three proposals were received in response to the Request for Proposals. They were reviewed and presented to the City Council.

At the Council meetings of April 10 and May 13, 1997, City Council directed staff to conduct an outreach program to solicit community input on potential sites for the

proposed transfer station. A total of six sites were identified by the three proposals received. The meetings included the neighborhood associations near the proposed sites and Power Inn Transportation Management Association. The main concerns raised were odor, noise and traffic.

In August 1997, the City Council approved Resolution 97-456 (Attachment 2) establishing a list of five sites to be considered for a transfer station. This was done after the community workshops to allow public input prior to the City Council taking action.

On December 2, 1997, the Solid Waste Division prepared a report reviewing the BLT Enterprises proposal to build a transfer station in the City of Sacramento. BLT Enterprises proposal contained more than one site for a potential transfer station.

On December 9, 1997, the City Council approved a resolution (Attachment 3) selecting BLT Enterprises as the sole potential vendor for the construction of a new transfer station and authorized staff to negotiate an agreement with BLT Enterprises of Sacramento.

From December 1997 to September 1998 the preferred site was reviewed by Planning and underwent extensive CEQA review.

During the same time period described above the North Area Corporation Yard (NACY) was proposed for dispatching city utility services, including solid waste services. At this time there was discussion of a City of Sacramento North Area Transfer Station to better serve the projected population growth in the north area of the city.

When siting and approving the Sacramento Recycling and Transfer Station located at 8491 Fruitridge Road there was discussion of a City of Sacramento North Area Transfer Station at the Council meetings. This was in anticipation of the growth in the Natomas Area and the need to have a second transfer station in the north area of the city to provide for operation efficiencies. Amendment # 1, approved on August 2, 2005 to Agreement 98-131 allows the City Solid Waste Division to dispose of up to 25,000 tons per year at the County's North Area Recovery Station located off Roseville Road. This provides a cost savings of over \$200,000 per year through operational efficiencies seen through fuel savings, less travel time to the transfer station and vehicle maintenance. The construction and operation of a City of Sacramento North Area Transfer Station will provide for greater operation efficiencies, as envisioned in 1997 when approving the Sacramento Recycling and Transfer Station and starting the review for a North Area Corporation Yard.

B. Proposed Criteria to be Used in Siting a North Area Transfer Station

The siting of a City of Sacramento North Area Transfer Station is a sensitive process. For this reason the Department of Utilities, Solid Waste Division has developed a list of criteria, Exhibit A, to be used when reviewing potential sites. No one criterion will be used to eliminate any site. The criteria will be used collectively to determine which sites identified to date meet the design and service needs of a new City of Sacramento North

Area Transfer Station. The proposed criteria were developed after reviewing the criteria used when reviewing proposals to site the Sacramento Recycling and Transfer Station (See Section A, above), the Initial Study prepared as part of the CEQA process for the Sacramento Recycling and Transfer Station approval process, the responses to the EIR prepared for the Sacramento Recycling and Transfer Station and reviewing the California Integrated Waste Management Board's regulations addressing the permitting and operation of a transfer station.

As with the previous siting process, staff developed the criteria described in Exhibit A in order that all sites be reviewed using the same process. The proposed criteria listed in Exhibit A include:

- Traffic
- Land Use
- Egress and Ingress
- Proximity to Freeway
- Distance from the centroid, the North Area Corporation Yard.
- Natural environmental constraints

Staff requests the City Council to review the criteria and provide direction concerning additions and deletions of the recommended criteria listed in Exhibit A. If the City Council so chooses, staff requests the attached resolution be approved, approving the criteria, or for the City Council to direct staff to return within 30-days with the criteria for further consideration by the City Council.

The criteria set forth in Exhibit A provide a framework for creating a list of viable and feasible sites for initial consideration by City staff. The criteria are intended to address general factors that may bear upon the feasibility of a north area transfer station at any given site. At this stage, no criterion is intended to eliminate any site from consideration. Rather, the criteria provide a basis to perform an initial qualitative study of potential sites for further consideration and public and environmental review.

C. Proposed Public Process to Site a North Area Transfer Station

At the direction by the City Council to proceed with siting a City of Sacramento North Area Transfer Station, the Department of Utilities, Solid Waste Division will schedule workshops in Council Districts 1 and 2 to present and discuss the criteria described by Attachment 4, and to review the sites identified to date. At the workshops potential sites identified by the Solid Waste Division will be presented, and other sites will be solicited. The sites reviewed at the workshops will be those presented to the City Council prior to the workshops and recommended to be reviewed in the Environmental Impact Report. No site will be listed as the preferred site until the Draft EIR is completed. These workshops are anticipated to occur the first part of 2006.

D. Proposed Schedule for Siting a North Area Transfer Station

Attachment 5 outlines the proposed schedule to site, permit and construct a City of Sacramento North Area Transfer Station. It is the goal of the Solid Waste Division to have a new City of Sacramento North Area Transfer Station operational within 18-24 months of approval of Amendment #2, still being discussed, to the current agreement.

E. Request for Qualifications

The Department of Utilities has prepared and released a Request for Qualifications from qualified environmental firms provided by the Department of Development Services, Environmental Division to work with the City in public outreach, completing the review of potential sites for a City of Sacramento North Area Transfer Station and complete the Environmental Impact Report for the sites selected by the City Council. The Request for Qualifications has a deadline of December 9, 2005 for interested firms to reply. Staff will return at the beginning of 2006 with a recommendation and agreement for the City Council to approve authorizing the environmental consultant agreement. At this same time staff will return with a Memorandum of Understanding outlining the process of how an agreement with BLT Enterprises to construct and operate a City of Sacramento North Area Transfer Station will be accomplished. The actual agreement is expected to be completed and presented to the City Council for approval in the summer of 2006.

Financial Considerations:

The siting, construction and operation of a City of Sacramento North Area Transfer Station will result in cost savings through operational efficiencies in the delivery of solid waste services to customers in North Sacramento. The operational efficiencies will be seen through savings in fuel cost, less travel time from the route to transfer station and vehicle maintenance. Other benefits include improved air quality through lower emissions due to fewer miles traveled and fewer City of Sacramento solid waste vehicles traveling cross-town to District 6 to tip their loads at the Sacramento Recycling and Transfer Station.

Environmental Considerations:

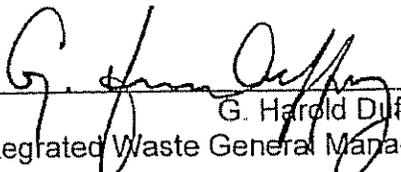
The actions taken under the proposed resolution are intended to provide staff direction regarding the process by which staff may study potential sites for a new north area transfer station and engage in a public process in reviewing such potential sites. The present actions do not commit the City to site, approve or cause the construction and operation of new transfer station. Rather the present actions provide staff with the direction to conduct necessary feasibility and other studies in order to allow the commencement of the environmental review process and to bring the matter back to the City Council for further consideration. None of the proposed actions will have an impact on the environment, nor bind the City to actions that require environmental review. Accordingly, the actions proposed do not constitute a project requiring environmental review pursuant to Public Resources Code section 21065 and CEQA Guideline section

15378 and are otherwise exempt from the CEQA review process pursuant to CEQA Guidelines section 15262.

Policy Considerations:

Approval of the attached resolution supports the City policy of achieving sustainable and livable communities.

Emerging Small Business Development (ESBD): Not Applicable.

Respectfully Submitted by: 
G. Harold Duffey
Integrated Waste General Manager

Approved by: 
Gary A. Reents
Director of Utilities

Recommendation Approved:


ROBERT P. THOMAS
City Manager

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| Pg | 16-18 | Attachment 3, Resolution selecting BLT Enterprises of Sacramento's proposal |
| Pg | 19 | Attachment 4, Process to Site North Area Transfer Station |
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RESOLUTION NO. 2005-653

Adopted by the Sacramento City Council

August 2, 2005

APPROVING AMENDMENT #1 TO AGREEMENT CA98-462, EXTENDING THE AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND BLT ENTERPRISES OF SACRAMENTO, INC. AN ADDITIONAL FIVE YEARS

BACKGROUND

- A. On September 1, 1998 the City of Sacramento, City Council approved Agreement #CA98-462 between the City and BLT Enterprises of Sacramento, Inc. to operate the Sacramento Recycling and Transfer Station
- B. The current term of Agreement #CA98-462 is fifteen years.
- C. Article 3, Term of Agreement, Paragraph 3.01 Term gives the City the right to extend the term of the agreement for an additional five-years, for a total of 20-years.
- D. BLT Enterprises of Sacramento, Inc, agrees in return for the extension of the agreement for an additional five years, they will site, construct and have operational a North Area Transfer Station within three-years from the date of approval of the five year extension of Agreement #CA98-462.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Council authorizes the City Manager to execute Amendment #1 to the Agreement #CA98-462, extending the agreement for an additional five years, for a total of 20-years (Exhibit A).
- Section 2. The City Council directs staff to return within 120 days with amendments to Agreement #CA98-462 addressing
 - 1. A work plan for siting, construction and operation of a North Area Transfer Station.
 - 2. Services to be provided by BLT Enterprises of Sacramento, Inc. in exchange for the benefits gained by the five-year extension of the agreement.

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Exhibit A: Amendment Number One to the Agreement between the City of Sacramento and BLT Enterprises of Sacramento, Inc

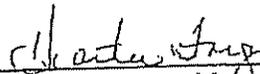
Adopted by the City of Sacramento City Council on August 2, 2005 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters and Mayor Fargo.

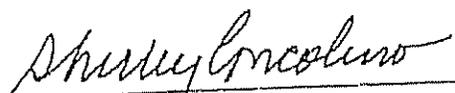
Noes: None

Abstain: None

Absent: None



Mayor Heather Fargo



Shirley Concolino, City Clerk

RESOLUTION NO. 2005-653

Adopted by the Sacramento City Council

August 2, 2005

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Resolution No. 2005-653

August 2, 2005

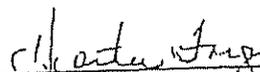
Adopted by the City of Sacramento City Council on August 2, 2005 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters and Mayor Fargo.

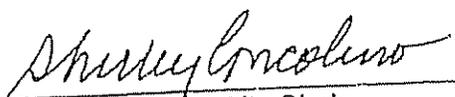
Noes: None

Abstain: None

Absent: None



Mayor Heather Fargo



Shirley Concolino, City Clerk

AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN THE CITY OF
SACRAMENTO AND BLT ENTERPRISES OF SACRAMENTO, INC , FOR
MUNICIPAL SOLID WASTE TRANSFER, TRANSPORT, DISPOSAL,
PROCESSING AND RECOVERED MATERIALS DIVERSION

WHEREAS, the City of Sacramento ("City") and BLT Enterprises of Sacramento, Inc , ("Contractor") have entered into the Agreement described in the title hereof (the "Service Agreement") which is City Agreement # 98-131; and,

WHEREAS, pursuant to the Service Agreement, the Contractor designed and constructed a materials recovery and transfer facility as defined therein (the "Facility") and has been operating the Facility since May, 1999; and,

WHEREAS, the Service Agreement provides that the City shall deliver Residential Waste, Commercial Waste and other Permitted Waste (as those terms are defined in the Service Agreement) which is municipally collected by (i) City employees; or, (ii) where City has elected to have all or some portion of such waste collected by one or more private parties, City contractors (collectively, all such Waste is defined as "City Waste") and all such City Waste continues to be delivered to the Facility; and,

WHEREAS, due to the growth of the City, especially in the northern area of the City (the "North Area"), the City could achieve savings in miles driven, fuel consumption and air emissions from solid waste division vehicles if it could use a solid waste transfer facility in the North Area for a portion of the City Waste; and,

WHEREAS, the City and the Contractor have agreed that the Contractor will design, and build (and after completion, operate) such a transfer facility which shall be known as the BLT North Sacramento Recycling & Transfer Station (the "BLT North Facility") to which a portion of the City Waste now delivered to the Facility would thereafter be delivered; and,

WHEREAS, the BLT North Facility is intended to be completed within eighteen to twenty four months from the date of this amendment; and,

WHEREAS, the City wishes to achieve the cost savings and pollution control benefits described above as soon as possible until the BLT North Facility is operational; and,

WHEREAS, the City has acquired the North Area Corporation Yard ("NACY") and now dispatches part of its solid waste collection fleet from the NACY and, until the BLT North Facility is ready to accept solid waste, proposes to divert a portion of the City Waste thereby collected that would otherwise go to the Facility as described above to Sacramento County's (the "County") North Area Recovery Station ("NARS"); and,

WHEREAS, Contractor is willing to accommodate the City in exchange for the City's agreement to negotiate in good faith a further amendment to the Service Agreement or a

new agreement providing for the use by the City of the BLT North Facility upon completion and to extend the term of the Service Agreement and for other good and valuable consideration described herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties and conditions contained herein, and for other good and valuable consideration, the City and Contractor do hereby amend the Service Agreement as follows:

1.01 AMENDMENT, DEFINED TERMS

a Defined terms indicated by initial capital letters used herein shall have the meaning ascribed thereto in the Service Agreement unless otherwise defined herein

b *The following terms are added to Exhibit 1 01 of the Service Agreement as Definitions:*

BLT North Facility shall mean a municipal solid waste transfer station and materials recovery facility located at a site chosen by Contractor and acceptable to City to be owned, permitted, constructed and operated by Contractor which will be capable of accepting and, as applicable, processing, transporting and/or disposing of City Waste, Recyclable Materials and Green Waste.

Green Waste shall mean a type of Permitted Waste that is comprised primarily of leaves, cut grass, tree trimmings or other organic debris such as food scraps that are segregated prior to delivery to the Facility and are suitable for composting

NARS Facility shall mean Sacramento County's (the "County") North Area Recovery Station ("NARS")

1.02. TERM OF AGREEMENT

The City hereby exercises its option to extend the Term of the Agreement for five (5) years pursuant to Section 3 01 of the Agreement

1.03 DEVELOPMENT OF BLT NORTH FACILITY

A new section 4 07 is added to the Agreement as follows:

4.07. Development of the BLT North Facility.

a. **Contractor's Obligations.** Contractor will site, permit and construct the BLT North Facility and make it available to accept City Waste from the North Area as soon as possible using Reasonable Business Efforts but in no event later than two years from the execution of an amendment to this Agreement or a separate agreement which shall be incorporated into this Agreement by reference (the "BLT North Agreement") which amendment or agreement shall describe specific terms and

conditions for the construction, operation and use of the BLT North Facility and the compensation to BLT therefor unless such development shall be delayed due to delays in permitting including, without limitation, compliance with the California Environmental Quality Act in which case the Contractor shall make the BLT North Facility available to accept City Waste, Recyclable Materials and Green Waste as soon as is possible using Reasonable Business Efforts. In addition, the Contractor shall negotiate in good faith with City the BLT North Agreement. Such negotiations are to begin by July 15, 2005 and Contractor agrees to use its best efforts to conclude the negotiations and agree with City on the language of the BLT North Agreement by November 15, 2005

b. **City's Obligations.** City shall cooperate with Contractor in the development and permitting of the BLT North Facility. Upon notification of the BLT North Facility's readiness to accept City Waste, City shall cease deliveries of City Waste to the NARS Facility and instead deliver such City Waste to the BLT North Facility as described in Section 6 01(g) hereof. In addition, City shall negotiate in good faith with Contractor the BLT North Agreement as described in Subsection 'a' above. Such negotiations are to begin by July 15, 2005 and City agrees to use its best efforts to conclude the negotiations and agree with Contractor on the language of the BLT North Agreement by November 15, 2005

c. **Failure to Agree on BLT North Agreement.** In the event that the parties have not agreed on the BLT North Agreement by November 15, 2005, then upon request of BLT, the Department agrees to re-direct all City Waste which was being delivered to the NARS Facility back to the Facility as soon as possible (but no longer than thirty days) until such time as the parties have executed the BLT North Agreement. If BLT shall give such notice, then as of the date when all City Waste which had been diverted from the Facility pursuant to Section 6 01(f) is again redirected to the Facility, City may cease the deliveries required of the City pursuant to Section 6 01(i) until such time as the BLT North Agreement is executed.

d. **Use of BLT North Facility.** The BLT North Facility shall be designed and is expected by the parties to be used to accept, transfer, transport and dispose of City Waste including, without limitation, commercial and Neighborhood Cleanup Waste and to accept, transfer, process and transport to purchasers and/or users thereof Recyclable Materials and Green Waste. Specific terms relating to those activities will be set out in the BLT North Agreement.

1.04 DELIVERY AND ACCEPTANCE OF PERMITTED WASTE.

New Sections 6 01 (f) through (h) are added to the Agreement as follows.

(f) City may divert up to 25,000 tons per year of City Waste that would otherwise be delivered to the Facility pursuant hereto to the County's NARS facility for a period of no longer than two years commencing July 15, 2005 unless such period shall be extended by BLT at its option due solely to delay in development of the

BLT North Facility caused by permitting delays including compliance with the California Environmental Quality Act ("CEQA") in which case the City may continue to divert City Waste to the NARS Facility for an additional period of no more than one year. In the event that the BLT North Facility is never developed or is delayed beyond the period described herein, then no later than July 15, 2008, the City shall cease delivery of City Waste which was being delivered to the NARS Facility and shall again direct it to the Facility unless both parties have agreed otherwise in writing

(g) Notwithstanding the provisions of Subsection (f) above, the City shall cease deliveries of City Waste to the NARS Facility within thirty days of receipt of notification from BLT that the BLT North Facility is ready to receive such City Waste and shall instead deliver all such City Waste previously delivered to the NARS Facility to the BLT North Facility. In the event that either a further amendment to this Agreement or a new agreement relating to the development of the BLT North Facility is not agreed to by the Parties hereto by December 1, 2005, then either party may terminate the right of the City described in subsection (f) above and thereafter the City shall cease deliveries of City Waste to the NARS Facility which was being delivered to the NARS Facility and thereafter shall revert to delivering all such City Waste to the Facility

(h) In the event that the City delivers more than 25,000 tons per year of City Waste to the NARS facility, it shall compensate BLT for each delivered ton in excess of 25,000 tons per year in accordance with Section 18 11 hereof

1.05. GREEN WASTE DELIVERIES

New Section 6 01 (i) is added to the Agreement as follows

(i) Commencing as of July 15, 2005 and continuing as long as the City is delivering City Waste to the NARS Facility pursuant to this Section 6.01, City shall deliver or cause the delivery of at least 5,000 tons per year of Green Waste to BLT. BLT shall be compensated for acceptance of such Green Waste as provided in Section 18 12 hereof.

1.06. RECORD KEEPING, REPORTS

A New Section 14.01 c is added to the Service Agreement as follows

c. **City Records and Reporting.** As long as the City is delivering City Waste to the NARS Facility pursuant to Sections 6 01(f) and (h), the City shall keep accurate records and shall also cause the County to keep accurate records of all City Waste including, without limitation, Green Waste and Recyclable Materials delivered to the NARS facility sufficient to allow the Contractor to determine and confirm the amounts of City Waste including, without limitation, Green Waste and Recyclable Materials that were delivered to, and accepted by the County at

the NARS Facility City shall prepare such records on a quarterly basis and shall transmit those records to the Contractor no later than the 20th day after the end of each calendar quarter during any such quarter in which the City has delivered any materials described above to the NARS Facility.

1.07. COMPENSATION

New Sections 18.11 and 18.12 are added to the Service Agreement as follows

18.11 Compensation to Contractor for Excess Diverted Tonnage. If the City delivers, pursuant to Sections 6.01(f) through (g) hereof, more than 25,000 tons per year of City Waste to the NARS Facility then within sixty days of the end of each year in which such deliveries are made to the NARS Facility the City shall pay to Contractor an amount equal to the number of tons of City Waste so delivered which exceed 25,000 tons per year multiplied by \$15.00 per ton, plus any escalations then in effect for the period

18.12. Compensation to Contractor for Acceptance of Green Waste. City shall pay to Contractor an amount equal to \$27.75 per ton of Green Waste delivered by the City pursuant to Section 6.01(i) which amount shall be escalated in the same manner and at the same times as the Service Fee is escalated pursuant to Article 18 hereof

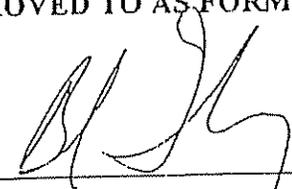
BLI ENTERPRISES OF SACRAMENTO, INC.

By:  Date: 11/9/05

CITY OF SACRAMENTO

By:  Date: 11/17/05

APPROVED TO AS FORM:


City Attorney

AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND BLT ENTERPRISES OF SACRAMENTO, INC , FOR MUNICIPAL SOLID WASTE TRANSFER, TRANSPORT, DISPOSAL, PROCESSING AND RECOVERED MATERIALS DIVERSION

WHEREAS, the City of Sacramento ("City") and BLT Enterprises of Sacramento, Inc , ("Contractor") have entered into the Agreement described in the title hereof (the "Service Agreement") which is City Agreement # 98-131; and,

WHEREAS, pursuant to the Service Agreement, the Contractor designed and constructed a materials recovery and transfer facility as defined therein (the "Facility") and has been operating the Facility since May, 1999; and,

WHEREAS, the Service Agreement provides that the City shall deliver Residential Waste, Commercial Waste and other Permitted Waste (as those terms are defined in the Service Agreement) which is municipally collected by (i) City employees; or, (ii) where City has elected to have all or some portion of such waste collected by one or more private parties, City contractors (collectively, all such Waste is defined as "City Waste") and all such City Waste continues to be delivered to the Facility; and,

WHEREAS, due to the growth of the City, especially in the northern area of the City (the "North Area"), the City could achieve savings in miles driven, fuel consumption and air emissions from solid waste division vehicles if it could use a solid waste transfer facility in the North Area for a portion of the City Waste; and,

WHEREAS, the City and the Contractor have agreed that the Contractor will design, and build (and after completion, operate) such a transfer facility which shall be known as the BLT North Sacramento Recycling & Transfer Station (the "BLT North Facility") to which a portion of the City Waste now delivered to the Facility would thereafter be delivered; and,

WHEREAS, the BLT North Facility is intended to be completed within eighteen to twenty four months from the date of this amendment; and,

WHEREAS, the City wishes to achieve the cost savings and pollution control benefits described above as soon as possible until the BLT North Facility is operational; and,

WHEREAS, the City has acquired the North Area Corporation Yard ("NACY") and now dispatches part of its solid waste collection fleet from the NACY and, until the BLT North Facility is ready to accept solid waste, proposes to divert a portion of the City Waste thereby collected that would otherwise go to the Facility as described above to Sacramento County's (the "County") North Area Recovery Station ("NARS"); and,

WHEREAS, Contractor is willing to accommodate the City in exchange for the City's agreement to negotiate in good faith a further amendment to the Service Agreement or a

new agreement providing for the use by the City of the BLT North Facility upon completion and to extend the term of the Service Agreement and for other good and valuable consideration described herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties and conditions contained herein, and for other good and valuable consideration, the City and Contractor do hereby amend the Service Agreement as follows:

1.01 AMENDMENT, DEFINED TERMS

a. Defined terms indicated by initial capital letters used herein shall have the meaning ascribed thereto in the Service Agreement unless otherwise defined herein

b. *The following terms are added to Exhibit 1 01 of the Service Agreement as Definitions:*

BLT North Facility shall mean a municipal solid waste transfer station and materials recovery facility located at a site chosen by Contractor and acceptable to City to be owned, permitted, constructed and operated by Contractor which will be capable of accepting and, as applicable, processing, transporting and/or disposing of City Waste, Recyclable Materials and Green Waste.

Green Waste shall mean a type of Permitted Waste that is comprised primarily of leaves, cut grass, tree trimmings or other organic debris such as food scraps that are segregated prior to delivery to the Facility and are suitable for composting.

NARS Facility shall mean Sacramento County's (the "County") North Area Recovery Station ("NARS")

1.02. TERM OF AGREEMENT

The City hereby exercises its option to extend the Term of the Agreement for five (5) years pursuant to Section 3 01 of the Agreement

1.03 DEVELOPMENT OF BLT NORTH FACILITY

A new section 4 07 is added to the Agreement as follows:

4.07. Development of the BLT North Facility.

a. **Contractor's Obligations.** Contractor will site, permit and construct the BLT North Facility and make it available to accept City Waste from the North Area as soon as possible using Reasonable Business Efforts but in no event later than two years from the execution of an amendment to this Agreement or a separate agreement which shall be incorporated into this Agreement by reference (the "BLT North Agreement") which amendment or agreement shall describe specific terms and

conditions for the construction, operation and use of the BLT North Facility and the compensation to BLT therefor unless such development shall be delayed due to delays in permitting including, without limitation, compliance with the California Environmental Quality Act in which case the Contractor shall make the BLT North Facility available to accept City Waste, Recyclable Materials and Green Waste as soon as is possible using Reasonable Business Efforts. In addition, the Contractor shall negotiate in good faith with City the BLT North Agreement. Such negotiations are to begin by July 15, 2005 and Contractor agrees to use its best efforts to conclude the negotiations and agree with City on the language of the BLT North Agreement by November 15, 2005.

b. **City's Obligations.** City shall cooperate with Contractor in the development and permitting of the BLT North Facility. Upon notification of the BLT North Facility's readiness to accept City Waste, City shall cease deliveries of City Waste to the NARS Facility and instead deliver such City Waste to the BLT North Facility as described in Section 6.01(g) hereof. In addition, City shall negotiate in good faith with Contractor the BLT North Agreement as described in Subsection 'a' above. Such negotiations are to begin by July 15, 2005 and City agrees to use its best efforts to conclude the negotiations and agree with Contractor on the language of the BLT North Agreement by November 15, 2005.

c. **Failure to Agree on BLT North Agreement.** In the event that the parties have not agreed on the BLT North Agreement by November 15, 2005, then upon request of BLT, the Department agrees to re-direct all City Waste which was being delivered to the NARS Facility back to the Facility as soon as possible (but no longer than thirty days) until such time as the parties have executed the BLT North Agreement. If BLT shall give such notice, then as of the date when all City Waste which had been diverted from the Facility pursuant to Section 6.01(f) is again redirected to the Facility, City may cease the deliveries required of the City pursuant to Section 6.01(i) until such time as the BLT North Agreement is executed.

d. **Use of BLT North Facility.** The BLT North Facility shall be designed and is expected by the parties to be used to accept, transfer, transport and dispose of City Waste including, without limitation, commercial and Neighborhood Cleanup Waste and to accept, transfer, process and transport to purchasers and/or users thereof Recyclable Materials and Green Waste. Specific terms relating to those activities will be set out in the BLT North Agreement.

1.04 DELIVERY AND ACCEPTANCE OF PERMITTED WASTE.

New Sections 6.01 (f) through (h) are added to the Agreement as follows:

(f) City may divert up to 25,000 tons per year of City Waste that would otherwise be delivered to the Facility pursuant hereto to the County's NARS facility for a period of no longer than two years commencing July 15, 2005 unless such period shall be extended by BLT at its option due solely to delay in development of the

BLT North Facility caused by permitting delays including compliance with the California Environmental Quality Act ("CEQA") in which case the City may continue to divert City Waste to the NARS Facility for an additional period of no more than one year. In the event that the BLT North Facility is never developed or is delayed beyond the period described herein, then no later than July 15, 2008, the City shall cease delivery of City Waste which was being delivered to the NARS Facility and shall again direct it to the Facility unless both parties have agreed otherwise in writing

(g) Notwithstanding the provisions of Subsection (f) above, the City shall cease deliveries of City Waste to the NARS Facility within thirty days of receipt of notification from BLT that the BLT North Facility is ready to receive such City Waste and shall instead deliver all such City Waste previously delivered to the NARS Facility to the BLT North Facility. In the event that either a further amendment to this Agreement or a new agreement relating to the development of the BLT North Facility is not agreed to by the Parties hereto by December 1, 2005, then either party may terminate the right of the City described in subsection (f) above and thereafter the City shall cease deliveries of City Waste to the NARS Facility which was being delivered to the NARS Facility and thereafter shall revert to delivering all such City Waste to the Facility

(h) In the event that the City delivers more than 25,000 tons per year of City Waste to the NARS facility, it shall compensate BLT for each delivered ton in excess of 25,000 tons per year in accordance with Section 18.11 hereof

1.05. GREEN WASTE DELIVERIES

New Section 6.01 (i) is added to the Agreement as follows

(i) Commencing as of July 15, 2005 and continuing as long as the City is delivering City Waste to the NARS Facility pursuant to this Section 6.01, City shall deliver or cause the delivery of at least 5,000 tons per year of Green Waste to BLT. BLT shall be compensated for acceptance of such Green Waste as provided in Section 18.12 hereof

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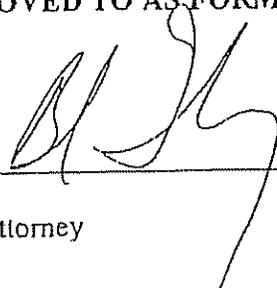
BLT ENTERPRISES OF SACRAMENTO, INC.

By:  Date: 11/9/05

CITY OF SACRAMENTO

By:  Date: 11/17/05

APPROVED TO AS FORM:


City Attorney

REVISED: 8/6/97

RESOLUTION NO. 97-456

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF AUG 07 1997

**ESTABLISHING THE LIST OF SITES TO BE CONSIDERED
IN THE BEST AND FINAL OFFER PROCESS FOR THE
SOLID WASTE TRANSFER AND DISPOSAL PROJECT
AND AUTHORIZING A PRELIMINARY ENVIRONMENTAL
ASSESSMENT OF THE RECOMMENDED SITES**

WHEREAS, the City of Sacramento seeks to establish a service contract for the long-term transfer, processing, hauling and disposal of the City's waste; and,

WHEREAS, the sites recommended for the transfer and processing facility were all subjected to a process for obtaining significant community input; and,

WHEREAS, all five sites are located within the Recycling Market Development Zone and Enterprise Zone, promoting economic development of appropriate cluster industries; and,

WHEREAS, causing a transfer station and processing facility to be sited within the RMDZ and Enterprise zone will increase recycling and improve markets for recycled materials; and,

WHEREAS, the recommended sites for facility development are consistent with the City Council priority for economic development; and

WHEREAS, before the City Council makes a final decision on a preferred company and site, it is important to understand the potential environmental impacts of this project;

FOR CITY CLERK USE ONLY

RESOLUTION NO: 97-456
DATE ADOPTED: AUG 07 1997

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

1. The five sites known as BFI 2, BLT 1, BLT 2, BLT 3, and Cal Waste (as shown on the attached map) are hereby identified for consideration in the best and final offer process for the City's solid waste transfer and disposal project
2. A final determination of acceptability for each of the sites is dependent upon the results of an independent environmental analysis, the results of which are to be reported to the City Council prior to a decision on a preferred site
3. Staff is authorized to proceed with a preliminary, independent environmental assessment of the five recommended sites.

JOE SERNA, JR.

MAYOR

ATTEST.

VALERIE BURROWES

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO: 97-456

DATE ADOPTED: AUG 07 1997

RESOLUTION

SELECTING BLT ENTERPRISES AS THE SOLE POTENTIAL VENDOR FOR THE CITY OF SACRAMENTO'S SOLID WASTE TRANSFER, TRANSPORT, DISPOSAL, PROCESSING AND RECOVERED MATERIALS DIVERSION SERVICE AGREEMENT; AUTHORIZING STAFF TO CONTINUE NEGOTIATIONS WITH BLT ENTERPRISES TO FINALIZE THE TERMS OF THE AGREEMENT, AND AUTHORIZING STAFF TO PREPARE THE NECESSARY DOCUMENTATION, INCLUDING ENVIRONMENTAL REVIEW, TO ALLOW THE CITY COUNCIL TO CONSIDER THE FINAL AWARD OF THE AGREEMENT TO BLT ENTERPRISES

1

WHEREAS, the City of Sacramento is direct-hauling city-collected municipal solid waste to the Sacramento County Kiefer Landfill subsequent to the closure of the City Landfill; and,

WHEREAS, the direct haul of waste is inefficient and costly, and

WHEREAS, the Kiefer Landfill has limited permitted capacity based on current daily tonnage; and

WHEREAS, causing a transfer station to be built closer to the City's transportation centroid will result in a dramatic reduction in trip miles and an increase in collection efficiency; and

WHEREAS, the City Council short-listed three firms as potential vendors for a solid waste processing, transfer and disposal service agreement and suspended competitive bidding in this process in order to consider important factors such as environmental soundness and potential long-term liability to the City, and

WHEREAS, the City Council approved the distribution of a Request For Proposals to solicit "best and final offers" from the three short-listed firms to provide solid waste transfer, transport, disposal, processing and recovered materials diversion services, and

WHEREAS, the City received one best and final offer from BLT Enterprises consistent with the RFP issued, and

WHEREAS, BLT Enterprises proposes to locate a transfer station at the corner of Florin-Perkins and Fruitridge roads (referred to hereinafter as BLT 4), and

WHEREAS, the City Council is interested in considering further the location of the transfer station at the BLT 4 site, and in this regard, the Council is interested in having staff include the BLT 4 site as an alternative analyzed in the environmental impact report (EIR) to be prepared and presented to the Council for its use in conjunction with its future decision on the final award of the vendor agreement, and the location of the transfer station; and

WHEREAS, the City Council recognizes that no action may be taken to award the vendor agreement to BLT Enterprises or any other individual or entity, or to select the site of the transfer station, until environmental review as required by the California Environmental Quality Act (CEQA) has been completed,

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

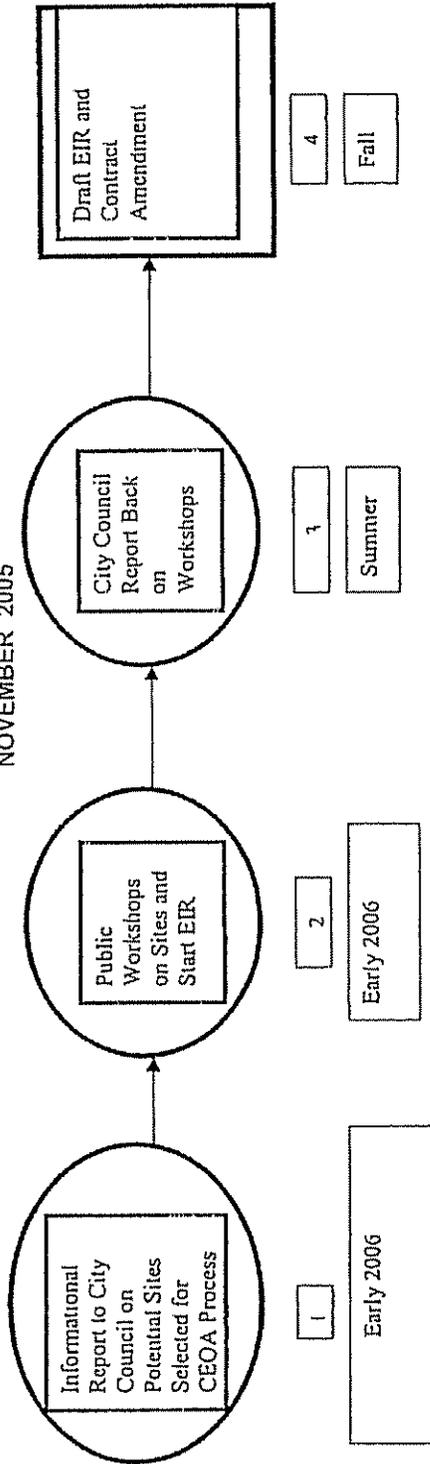
- 1 BLT Enterprises is selected as the sole potential vendor for the City of Sacramento's Solid Waste Transfer, Transport, Disposal, Processing and Recovered Materials Diversion Service Agreement with whom the City shall negotiate further; and
- 2 Staff is directed to proceed with further negotiations with BLT Enterprises to finalize terms of an agreement to be brought to the Council for ultimate approval. No action may be taken by the Council prior to completion of the necessary CEQA review
- 3 City staff is directed to prepare the necessary documentation, including appropriate environmental review, to allow the City Council to consider the ultimate award of the solid waste processing, transfer and disposal agreement to BLT Enterprises with BLT 4 as the site of the transfer station. It is agreed and understood that as part of the environmental review process, an appropriate range of alternatives must and will be considered, as required by CEQA Guidelines Section 15126 (d). By this resolution, the City Council is not committing the City to sign an agreement with BLT Enterprises nor to the location of the transfer station at site BLT 4, but rather is only committing the City to undertake the necessary environmental review to allow the City to consider such action at a future date

MAYOR

ATTEST

CITY CLERK

CITY OF SACRAMENTO NORTH AREA TRANSFER STATION
 PUBLIC OUTREACH PROCESS
 PREPARED BY SOLID WASTE DIVISION
 NOVEMBER 2005



CITY OF SACRAMENTO NORTH AREA TRANSFER STATION
CITY SCHEDULE

| ID | Task Name | Duration | Start | Finish | Predecessors |
|----|------------------------------------|----------|--------------|--------------|--------------|
| 1 | City Council Meeting | 0 days | Tue 11/29/05 | Tue 11/29/05 | |
| 2 | Schedule Public Sitting Workshops | 13 days | Thu 12/1/05 | Mon 12/19/05 | |
| 3 | Identify Locations | 13 days | Thu 12/1/05 | Mon 12/19/05 | |
| 4 | Identify Dates | 13 days | Thu 12/1/05 | Mon 12/19/05 | |
| 5 | Return to City Council | 1 day? | Tue 1/10/06 | Tue 1/10/06 | |
| 6 | Review Potential Sites | 1 day? | Tue 1/10/06 | Tue 1/10/06 | |
| 7 | Review Schedule | 1 day | Tue 1/10/06 | Tue 1/10/06 | |
| 8 | Review MOU | 1 day? | Tue 1/10/06 | Tue 1/10/06 | |
| 9 | Approve EIR Consultant Agreement | 1 day? | Tue 1/10/06 | Tue 1/10/06 | |
| 10 | Public Workshops | 30 days? | Mon 1/16/06 | Fri 2/24/06 | |
| 11 | Start EIR Process | 180 days | Tue 1/24/06 | Mon 10/2/06 | |
| 12 | Draft EIR Reviewed By City Council | 1 day? | Tue 1/17/06 | Tue 1/17/06 | |
| 13 | Draft EIR Circulated for Comments | 45 days | Mon 1/13/06 | Fri 1/12/07 | |
| 14 | Response to Comments | 21 days | Mon 1/15/07 | Mon 2/12/07 | 13 |
| 15 | Final EIR Prepared and Circulated | 30 days | Mon 2/19/07 | Fri 3/30/07 | |
| 16 | City Council Approves EIR | 11 days? | Tue 6/5/07 | Tue 6/19/07 | |
| 17 | Local Enforcement Agency Permit | 45 days | Mon 8/27/07 | Fri 10/26/07 | |

RESOLUTION NO. 2005-868

Adopted by the Sacramento City Council

November 29, 2005

APPROVING THE PUBLIC OUTREACH PROCESS, CITING CRITERIA AND DIRECTING STAFF TO BRING BACK TO CITY COUNCIL FOR REVIEW AND DISCUSSION THE POTENTIAL CITES FOR A NORTH AREA TRANSFER STATION

BACKGROUND

- A. The City of Sacramento approved Amendment # 1 to the BLT Enterprises of Sacramento Agreement 98-131 on August 2, 2005
- B. Amendment # 1 cited in A, above authorizes the City of Sacramento, Department of Utilities, Solid Waste Division to negotiate with BLT Enterprises of Sacramento to site and construct a North Area Transfer Station
- C. A North Area Transfer Station will be beneficial to the City by providing for more efficient solid waste operations in serving the residents in the North area of the City
- D. Staff has recommended a set of citing criteria for consideration by the City Council similar to the criteria used in the citing process for the existing transfer station

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1 The City Council approves the criteria described in Exhibit A to be used in reviewing the potential sites for a North Area Transfer Station; and
- Section 2. The City Council authorizes the Department of Utilities, Solid Waste Division to proceed with conducting citing workshops as described in the November 29, 2005 staff report; and
- Section 3. The City Council directs staff to bring back in January 2006 and prior to conducting public citing workshops for a North Area Transfer Station, the list of cites identified at that time for review and discussion by the City Council, and for further direction from the City Council, prior to presentation of the cites at the public workshops.

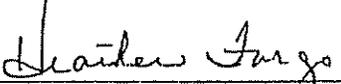
Adopted by the City of Sacramento City Council on November 29, 2005 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters and Mayor Fargo

Noes: None

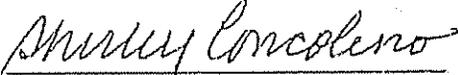
Abstain: None

Absent: None



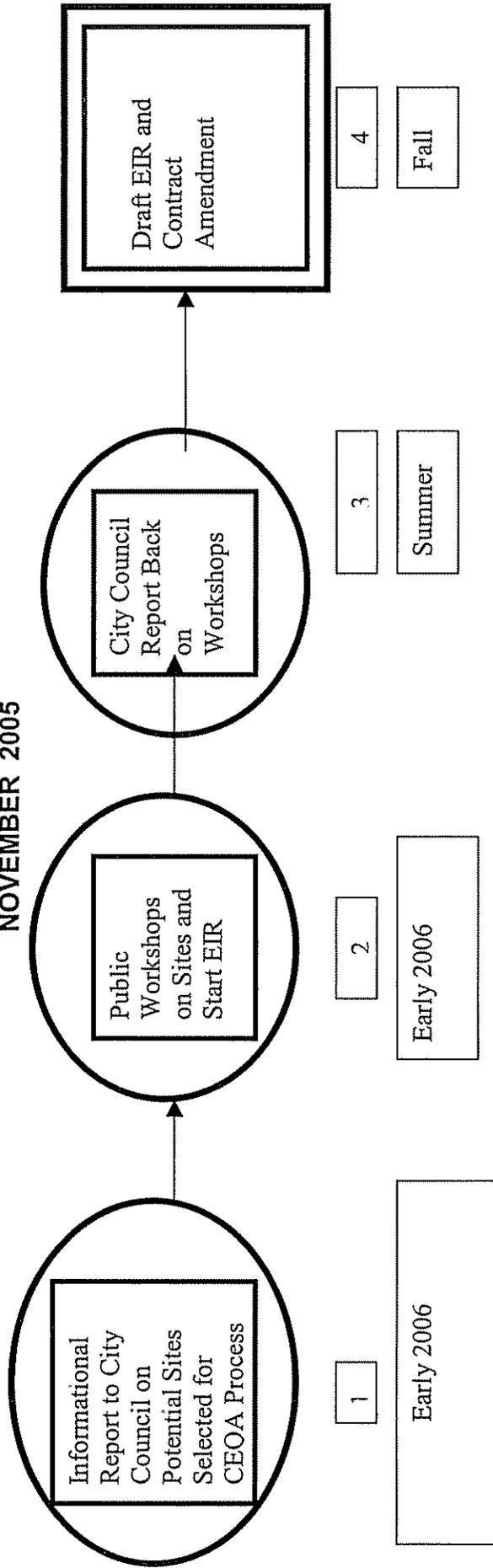
Mayor Heather Fargo

Attest:



Shirley Concolino, City Clerk

CITY OF SACRAMENTO NORTH AREA TRANSFER STATION
 PUBLIC OUTREACH PROCESS
 PREPARED BY SOLID WASTE DIVISION
 NOVEMBER 2005



NORTH AREA TRANSFER STATION
PROCESSING SCHEDULE
MARCH 2006

- | | |
|---|---------------------------|
| 1. Approve Siting Criteria | November 29, 2006 |
| 2. Siting Analysis | December 2005 –April 2006 |
| 3. City Council Selects Sites For further Analysis | April 2006 |
| 4. Fatal Flaw Analysis of Selected Sites. | April/May 2006 |
| 5. Community Workshops Planned And Implemented | April – May 2006 |
| 6. Notice of Preparation for EIR | April 2006 |
| 7. Draft EIR Completed | Summer 2006 |
| 8. Community Meetings on Draft EIR | Summer 2006 |
| 9. Draft EIR Public Hearing | Summer 2006 |
| 10. Final EIR Approved by City Council | Fall 2006 |

RESOLUTION NO. 2005-XXXX

Adopted by the Sacramento City Council

April 11, 2005

**APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) WITH BLT
ENTERPRISES, INC. AND THE CONSULTANT SERVICES AGREEMENT
WITH HDR ENGINEERING FOR NORTH AREA TRANSFER STATION
(NATS)**

BACKGROUND

1. In August 2005, Amendment #1 to the agreement between the City and BLT Enterprise was approved by City Council that included the need to site a North Area Transfer Station.
2. On November 29, 2005, City Council approved the criteria for siting of a North Area Transfer Station.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

- Section 1. Approve the MOU between the City of Sacramento and BLT Enterprises of Sacramento describing the process for siting a City of Sacramento North Area Transfer Station.
- Section 2. Approve the agreement between the City of Sacramento and HDR to assist the Department of Utilities, Solid Waste Division, complete the CEQA analysis for a City of Sacramento North Area Transfer Station.

