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File ID: 2026-00787

4/28/2026

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**[Contract] Residential Dump Coupon Acceptance with the County of Sacramento at the North Area Recovery Station**

File ID: 2026-00787

**Location:** Citywide

**Recommendation:** Pass a **Motion** authorizing the City Manager or designee to execute an agreement with the County of Sacramento to accept the City's residential dump coupon beginning July 1, 2026, at the North Area Recovery Station for a four-year term for a not-to-exceed amount of \$800,000.

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

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Agreement: Residential Dump Coupon Acceptance with the County of Sacramento at the North Area Recovery Station

**Description/Analysis**

**Issue Detail:** The Department of Public Works, Recycling and Solid Waste Division (RSW), provides all City residential solid waste customers, approximately 135,000, with a dump coupon voucher in June of each year, included in the annual service guide, that allows customers to take a five cubic yard load of material to the Sacramento Recycling and Transfer Station (SRTS) at no cost. SRTS is located on Fruitridge Road in South Sacramento and may not be convenient for all City residential solid waste customers.

RSW has been working with the County of Sacramento to expand the acceptance of the dump coupon voucher program at the North Area Recovery Station (NARS) in North Highlands, located on Roseville Road. This agreement will give City solid waste customers the option to take a five cubic yard load to either SRTS or NARS at no cost to the customer starting July 1, 2026. In Fiscal Year (FY)2024/25, SRTS accepted approximately 10,000 dump coupons at its facility. Acceptable material

includes yard waste, appliances, e-waste, bulky items that do not fit in the curbside waste container, such as furniture/mattresses, and unmounted tires/car rims. Depending on the material brought to NARS, it will be placed in the proper location for processing according to state law, where it will be recycled, reused, or ultimately transferred to the Kiefer Landfill for disposal.

This requested action would authorize approval to execute the agreement with the County of Sacramento to allow City customers to use dump coupons at the North Area Recovery Station, and outlines the compensation procedures. The agreement identifies anticipated reimbursements by the City to the County in the amount of \$200,000 per fiscal year, for a total not-to-exceed amount of \$800,000.

**Policy Considerations:** Pursuant to Sacramento City Code section 3.56.090, any agreement that is more than \$250,000 requires City Council approval.

**Economic Impacts:** None.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendations in this report involve an administrative activity and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

**Sustainability:** Providing additional disposal options for City solid waste customers ensures material is properly recycled or diverted from the landfill when taken to a location where it can be processed.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The City currently offers one location where City solid waste customers can bring excess material at no charge, in addition to two free household junk appointments each year. Expanding the dump coupon program to include NARS provides convenient access for City solid waste customers residing in the north area of the city to dispose of material that is not collected during weekly containerized service. By increasing the number of accessible, no-cost disposal options, the City strengthens its ability to divert materials away from streets, alleys, open spaces, and waterways-areas that are commonly impacted by illegal dumping. This expansion not only increases convenience for residents but also adds an additional service to the community by offering more flexible and accessible disposal options. Providing convenient access to disposal services that are already paid for through monthly solid waste service rates directly reduces the incentive for individuals to illegally abandon waste, which in turn minimizes public health and safety risks, neighborhood blight, and negative environmental impacts. This proactive approach decreases the likelihood of waste being dumped in the public right-of-way or on private or public property, thereby reducing the additional labor, equipment, enforcement, and disposal costs the City must absorb when responding to illegal dumping incidents.

**Financial Considerations:** County of Sacramento staff at NARS will collect the original dump coupon when a City solid waste customer brings a load to NARS. The cost of the load will be billed to RSW according to the County's approved rate and fee schedule.

It is anticipated that more dump coupons will be redeemed by City solid waste customers when NARS is added to the list of available locations where dump coupons can be used. The estimated annual payment amounts for this agreement is \$200,000 per fiscal year, for a total agreement not-to-exceed amount of \$800,000. Sufficient funding exists in the Fiscal Year 2026/27 Department of Public Works, Recycling and Solid Waste Division Operating Budget (Solid Waste Fund, Fund 6007) to execute the agreement. Funding for future years is subject to the availability of funding in the adopted budget of the applicable fiscal year.

**Local Business Enterprise (LBE):** Not applicable.

**COUNTY OF SACRAMENTO  
COMMUNITY SERVICES AGENCY**

**AGREEMENT FOR  
CITY OF SACRAMENTO RESIDENTIAL DUMP COUPON PROGRAM  
AT THE NORTH AREA RECOVERY STATION**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY". CITY and COUNTY may be referred to individually herein as a "party" or collectively as the "parties".

**RECITALS**

WHEREAS, COUNTY owns and operates the North Area Recovery Station located at 4450 Roseville Road, North Highlands, California (hereinafter referred to as "NARS"); and

WHEREAS, CITY issues annual dump coupons to its residents as an extension of its residential bulky waste service program; and

WHEREAS, CITY desires to utilize NARS as a convenient tipping location for its residents in the northern portion of the county to redeem their dump coupon and COUNTY desires to accept CITY's residential dump coupons for the compensation to be paid by CITY to COUNTY as set forth in this Agreement; and

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

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

**1. SCOPE OF SERVICES**

CITY's and COUNTY's respective obligations, service commitments, and requirements are described in Exhibit A, which is attached hereto and incorporated herein.

**2. TERM**

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until June 30, 2030, provided no party has exercised its right to terminate this Agreement pursuant to Section 18.

**3. NOTICE**

Any notice, demand, request, consent, or approval that either party may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage pre-paid, addressed as follows:

TO COUNTY:

County of Sacramento  
Department of Waste Management  
and Recycling  
10863 Gold Center Drive  
Rancho Cordova, CA 95670  
Attn: Director

TO CITY:

City of Sacramento Department of  
Public Works, Recycling and Solid  
Waste Division  
2812 Meadowview Road, Bldg 1  
Sacramento, CA 95832  
Attn: Matt Eierman, Public Works  
Director

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

**4. COMPENSATION AND PAYMENT OF INVOICES**

Compensation and payment under this Agreement shall be in accordance with Exhibit B, or Exhibit B as modified by COUNTY in accordance with express provisions in this Agreement.

**5. COUNTY DIRECTOR**

As used in this Agreement, "COUNTY Director" shall mean the Director of the Department of Waste Management and Recycling or his/her designee. COUNTY Director shall administer this Agreement on behalf of the COUNTY, and is authorized to make administrative, non-material amendments to this Agreement on behalf of the COUNTY relating to scope of services; pricing; management practices; performance standards, milestones, schedules and timelines; and similar matters. Unless otherwise provided herein or required by applicable law, COUNTY Director shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters herein

subject to the approval, satisfaction, or discretion of COUNTY or COUNTY Director, the decision of the COUNTY Director in such matters shall be final.

**6. CITY DIRECTOR**

As used in this Agreement, "CITY Director" shall mean the Director of Public Works for the City of Sacramento or his/her designee. CITY Director shall administer this Agreement on behalf of the CITY, and, subject to any approval required by the City Manager or City Council, has authority to make administrative, non-material amendments to this Agreement on behalf of the CITY including, but not limited to: clarification to scope of services; pricing; management practices; performance standards, milestones, and schedules; and similar matters. Unless otherwise provided herein or required by applicable law, CITY Director shall be vested with all the rights, powers, and duties of CITY herein. With respect to matters herein subject to the approval, satisfaction, or discretion of CITY or CITY Director, the decision of the CITY Director in such matters shall be final.

**7. COMPLIANCE WITH LAWS**

COUNTY and CITY shall observe and comply with all applicable Federal, State, and local law, regulations and ordinances.

**8. GOVERNING LAWS AND JURISDICTION**

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

**9. STATUS OF PARTIES**

There is no agency relationship between the parties. Neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Notwithstanding anything contained herein, the employees of each party will continue to be entirely and exclusively under the direction, supervision and control of the employing party.

**10. INDEMNIFICATION**

A. To the fullest extent permitted by law, each of the parties shall indemnify, defend, and hold harmless each of the other parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively "indemnified parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and costs incidental thereto, including reasonable attorneys' fees (collectively "claims"), arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of their respective governing boards, officers, directors, officials, employees, authorized volunteers, agents, or contractors.

B. It is the intention of the parties that the provisions of this indemnity obligation be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective governing boards, officers, directors, officials, employees, authorized volunteers and agents, or contractors. It is also the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its governing board, officers, directors, officials, employees, authorized volunteers, agents, or contractors.

C. The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and tender in writing to the indemnifying party. The indemnifying party shall defend the indemnified party with counsel reasonably acceptable to the indemnified party. The parties expressly agree that the defense obligation under this indemnity obligation shall require the indemnifying party to defend the indemnified party until any of the following occur: (1) the judgment has become final by a court of competent jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under law.

D. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.

E. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

F. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

**11. INSURANCE**

Each party to this agreement, at its sole cost and expense, shall carry insurance - or self-insure - its activities in connection with this agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) calendar days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

**12. ASSIGNMENT**

This Agreement is not assignable by CITY or COUNTY in whole or in part.

**13. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this

Agreement shall be binding upon COUNTY or CITY unless agreed in writing by counsel for COUNTY and COUNTY'S Director, and CITY'S Director and attorney for CITY.

**14. SUCCESSORS**

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

**15. TIME**

Time is of the essence of this Agreement.

**16. INTERPRETATION**

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

**17. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**18. TERMINATION**

A. COUNTY or CITY may terminate this Agreement at any time without cause upon one hundred eighty (180) calendar days written notice to the other party with the effective date being July 1. Notice shall be deemed served on the date of mailing.

B. If this Agreement is terminated, the parties shall satisfy any outstanding repayment obligations pursuant to the terms of Exhibit B, incurred up to and including the date of termination.

C. The COUNTY Director or CITY Director have authority to terminate this Agreement on behalf of the COUNTY and CITY, respectively.

**19. PRIOR AGREEMENTS**

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

**20. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the

Agreement and the performance of such party's obligations hereunder have been duly authorized.

**21. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**22. FORCE MAJEURE**

Neither CITY nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**23. DUPLICATE COUNTERPARTS**

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

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

**(SIGNATURE PAGE FOLLOWS)**

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

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

**CITY OF SACRAMENTO,** a municipal  
corporation

By: \_\_\_\_\_  
Jennifer Claiborne, Director  
Department of Waste Management  
and Recycling

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For: Maraskeshia Smith, City  
Manager

"COUNTY"

"CITY"

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement approved by the  
Board of Supervisors:

APPROVED AS TO FORM:

  
Michael Fry (Apr 14, 2026 16:43:28 PDT)  
Senior Deputy City Attorney

Agenda Date: \_\_\_\_\_

Item Number: \_\_\_\_\_

ATTEST:

Resolution Number: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Contract Reviewed and Approved by County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Amanda L. McDermott  
Deputy County Counsel

## **EXHIBIT A to Agreement**

### **SCOPE OF SERVICES**

#### **1. DEFINITIONS**

- A. Acceptable Waste includes MSW and all waste identified on the most current Board adopted fee schedule as acceptable at the North Area Recovery Station and Kiefer Landfill. Acceptable Waste does not include Unacceptable Waste.
- B. Gate Tipping Rate shall be those applicable fees and charges contained in the most recent resolution adopted by the County of Sacramento Board of Supervisors establishing tipping fees at the North Area Recovery Station and Kiefer Landfill currently in effect.
- C. Hazardous Waste is defined by State of California under section 66261.3 of Title 22 of the California Code of Regulations (22 C.C.R. § 66261.3).
- D. Municipal Solid Waste ("MSW") shall be as defined in section 243.101(y) of Title 40 of the Code of Federal Regulations (contained in 40 C.F.R. Part 243, Guidelines for the Storage and Collection of Residential, Commercial, and Institutional Solid Waste).
- E. Unacceptable Waste is Hazardous Waste and any waste that is designated as unacceptable under the County's Solid Waste Facility Permit for the North Area Recovery Station and Kiefer Landfill.

#### **2. SERVICES**

- A. Dump Coupon Acceptance:  
CITY may issue dump coupons to its residential customers that specify the COUNTY's North Area Recovery Station (NARS) as a facility that accepts CITY's dump coupon.

COUNTY and CITY acknowledge that CITY shall not advertise Kiefer Landfill on its dump coupon. COUNTY and CITY further acknowledge that CITY residents may inadvertently come to Kiefer Landfill to redeem CITY's dump coupon. COUNTY agrees to accept incidental amounts of CITY dump coupons at Kiefer Landfill.

- B. COUNTY will accept CITY dump coupon loads containing Acceptable Waste during regular hours of operation at COUNTY facilities. The days and hours of operation of COUNTY facilities are subject to change at the will of COUNTY with written notice to CITY.
- C. All loads accepted under this Agreement must be accompanied by a CITY dump coupon provided to COUNTY scales staff upon arrival.
- D. COUNTY will collect and retain CITY resident's physical coupon and return to CITY as supporting documentation to the monthly invoice.
- E. Load Type, Load Size, and Material Type Acceptance
  - 1. COUNTY will accept any Acceptable Waste delivered with a CITY coupon, including quantities that exceed limits printed on the CITY coupon.
  - 2. COUNTY will not turn customers away due to material quantity or load size.
- F. Weighed Load Driveouts  
Should a CITY dump coupon customer exit the facility without weighing out at the scale house ("driveout"), COUNTY shall:
  - 1. Review camera footage to determine load type and estimated weight.
  - 2. Input estimated weight for the transaction and apply the weighed load charge or minimum weight charge, as appropriate.
- G. Early Coupon Use and Distribution Timing
  - 1. CITY shall notify COUNTY of the planned coupon mailing date. CITY anticipates residents will receive coupons in mid-to-late June.
  - 2. COUNTY may accept coupons presented prior to July 1 if CITY authorizes early use.
  - 3. CITY acknowledges that prior-year coupons may appear at the start of a Fiscal Year and agrees COUNTY can accept such coupons through August 1.

3. **PRIMARY CONTACTS**

In the performance of the services hereunder, CITY and COUNTY shall provide, and update as necessary, the primary contact person responsible for regular communications related to these services under this Agreement. These contacts shall be as follows:

COUNTY:

Name: Traci Kent-Stone

Phone: 916-875-6835

Email: kentt@saccounty.gov

CITY:

Name: Adam Roitman

Phone: 916-808-3508

Email: aroitman@cityofsacramento.org

**Exhibit B to Agreement**

**COMPENSATION**

**1. CITY PAYMENTS TO COUNTY**

The Maximum Total Payment Amount under this Agreement is:  
**\$800,000.00.**

<b>Year</b>	<b>Total Payment Amount for Year</b>	<b>Maximum Total Payment Amount for Agreement</b>
FY 2026-27	\$200,000.00	\$200,000.00
FY 2027-28	\$200,000.00	\$400,000.00
FY 2028-29	\$200,000.00	\$600,000.00
FY 2029-30	\$200,000.00	\$800,000.00

**2. COMPENSATION COMPONENTS**

- A. All Acceptable Waste delivered under this Agreement shall be billed directly to CITY according to the load type and material type pursuant to the Gate Tipping Fee, with the exception of a weighed load of normal refuse which will be billed the CITY contract rate pursuant to Contract No. 70443.
- B. COUNTY reserves the right to adjust the applicable Gate Tipping Fee as part of its rate review process. COUNTY shall notify CITY at the earliest practical opportunity of any changes to the Gate Tipping Fee.

**3. PAYMENTS AND MONTHLY INVOICING**

- A. COUNTY shall submit an invoice to CITY on a monthly basis for CITY dump coupon deliveries to NARS during the previous month. COUNTY requires full payment within thirty (30) calendar days of receipt of an appropriate and correct invoice.
- B. COUNTY and CITY shall mutually agree to any adjustments made to the invoice. Adjustments shall be made on the following month's invoice.