



Shanti Landon, Placer County, Chair
Bruce Houdesheldt, City of Roseville
Bonnie Gore, Placer County
Bill Halldin, City of Rocklin
John Reedy, City of Lincoln
Scott Scholz, General Manager

WESTERN PLACER WASTE MANAGEMENT AUTHORITY MEETING OF THE BOARD OF DIRECTORS

FEBRUARY 13, 2025 5:30 PM

Materials Recovery Facility Administration Building
3013 Fiddymment Road, Roseville, CA 95747

The WPWMA Board of Directors FEBRUARY 13, 2025 meeting will be open to in-person attendance. Meetings will be broadcast live on the WPWMA's YouTube channel <https://www.youtube.com/@wpwma>

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection by emailing the Clerk of the Board at info@wpwma.ca.gov. The Western Placer Waste Management Authority is committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. If you require disability-related modifications or accommodations, please contact the Clerk of the Board at (916) 543-3960 or info@wpwma.ca.gov. If requested, the agenda shall be provided in appropriate alternative formats to persons with disabilities. All requests must be in writing and must be received by the Clerk three business days prior to the scheduled meeting for which you are requesting accommodation. Requests received after such time will be accommodated if time permits.

1. Call Meeting to Order
2. Pledge of Allegiance (Director Gore)
3. Roll Call
4. Statement of Meeting Procedures
5. Election of Officers (Scott Scholz) Pg. 5
Elect Officers for Calendar Year 2025 and establish the Board voting order.
6. Public Comment
This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.
7. Announcements & Information
 - a. Report from the General Manager (Scott Scholz) ---
 - b. Financial Reports (Eric Oddo) Pg. 7
 - c. Monthly Tonnage Reports (Will Scheffler) Pg. 9
 - d. Facility Projects Update (Ryan Schmidt) Pg. 15
8. Consent Agenda
 - a. Minutes of the Board Meeting held January 9, 2025 Pg. 17
Approve as submitted.
 - b. Correction to January 11, 2024 Meeting Minutes (Eric Oddo) Pg. 21
 1. Approve corrected minutes from the January 11, 2024 Board of Directors meeting.

2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378
- c. Procurement Protest Procedures (Eric Oddo) Pg. 27
 1. Adopt Resolution 25-02 which amends the WPWMA's Procurement Protest Procedures.
 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- d. First Amendment to the Agreement with WSP USA, Inc. for Module 6 Excavation/Stockpile Design, Base Liner Design, and CQA Services (Ryan Schmidt) Pg. 31
 1. Approve the First Amendment to the Module 6 Excavation/Stockpile Design, Base Liner Design, and CQA Services Agreement with WSP USA, Inc. increasing the total delegated spending authority to an amount not to exceed \$831,020.
 2. Determine that the recommended actions are each not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- e. Amendment to the Agreement with SCS Engineers for Aquifer Testing (Ryan Schmidt) Pg. 37
 1. Authorize the Chair to sign the Fourth Amendment to the Aquifer Pump Test and Feasibility Agreement with SCS Engineers (SCS) to provide additional professional services related to the WPWMA's regulatory compliance for an amount not to exceed \$120,175, increasing the total not-to-exceed cost of the Agreement to \$998,861.
 2. Determine that the recommended actions are each not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- f. 2025 Board Meeting Schedule (Eric Oddo) Pg. 43
 1. Adopt Resolution 25-01 establishing the WPWMA Board meeting dates for calendar year 2025.
 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
9. Action Items
 - a. Site Wide Odor Plan Update (Sara Lyon) Pg. 45
 1. Approve updates to the Site Wide Odor Plan.
 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
 - b. FY 2025/26 Tipping Fee Increase Evaluation (Eric Oddo) Pg. 53
 1. Receive a report from, and provide direction to, staff regarding a general tip fee increase for FY 2025/26.

2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

c. Approval of a Purchase and Sale Agreement with Sierra College for Purchase of WPWMA Property (Scott Scholz) Pg. 57

1. Authorize the Chair to execute a Purchase and Sale Agreement with Sierra Joint Community College District for the purchase by Sierra College of approximately 50 acres of property on the WPWMA's campus located west of Fiddymont Road, north of Sunset Blvd. West and south of the Pacific Gas and Electric high voltage transmission lines at a cost of \$22,000 per acre, subject to WPWMA Counsel concurrence.
2. Authorize the General Manager to take all such actions as may be necessary or appropriate to implement the terms of the PSA, including, without limitation, approval of the legal description of the identified property to be purchased and approval of a final sale price based on that legal description.
3. Determine that the requested actions are each exempt, each on a separate and independent basis, from California Environmental Quality Act review pursuant to CEQA Guidelines Sections 15301, 15061(b)(3), and 15306.

d. Resolution Commending Robert Sandman for his Service to the WPWMA (Eric Oddo) Pg. 107

Adopt Resolution 25-03 commending Robert Sandman for his 25 years of service to the Western Placer Waste Management Authority.

10. Reports from Directors

11. Upcoming Agenda Items

Identification of any items the Board would like staff to address at a future meeting.

12. Adjournment

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**
FROM: **SCOTT SCHOLZ**
SUBJECT: **ITEM 5: ELECTION OF OFFICERS**

DATE: **FEBRUARY 13, 2025**

RECOMMENDED ACTION:

Elect officers for calendar year 2025 and establish the Board voting order.

BACKGROUND:

Your Board traditionally elects officers on a calendar year basis. Although your Board may elect any member of the Board as Chair or Vice Chair, your Board has customarily rotated Chair and Vice Chair appointments in the following order:

City of Rocklin
City of Lincoln
County of Placer – District 2
City of Roseville
County of Placer – District 1

Should your Board elect to follow this rotation, the officers for calendar year 2025 would be as follows:

Chair: County of Placer – District 1
Vice Chair: City of Rocklin

Furthermore, to ensure the Chair is afforded the opportunity to provide the final vote in matters considered by your Board, staff recommend establishing a defined voting order that would rotate annually consistent with the customary rotation of officers. Should your Board elect to establish a defined voting order, staff recommend the following order for 2025:

First vote City of Roseville
Second vote County of Placer – District 2
Third vote City of Lincoln
Fourth vote City of Rocklin
Final vote County of Placer – District 1

In the event that the Chair is absent, the Vice Chair or alternate Chair will provide the final vote.

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Western Placer Waste Management Authority - Operations Fund Income Statement
(unaudited/depreciation excluded)

**Year-to-Date
December 2024**

	Year to Date				
	<u>Annual Budget</u>	<u>Budget</u>	<u>Actuals</u>	<u>Variance</u>	
Revenue					
42005:Fair Market Value Adjustment	-	-	404,951	404,951	Gain associated with the difference between the market value and face value of the WPPWA bonds
42010:Investment Income					
Interest / Investment Income	319,602	159,801	535,552	375,751	Budgeted a lower rate of return based on previous years' earnings rate
Interest with Fiscal Agent	303,071	151,535	636,922	485,386	Greater than anticipated bond yields
42030:Rents and Concessions	503,679	251,840	152,171	(99,669)	Includes \$55,586 in reverse accruals from FY23/24. Royalty payments for October - December not yet received
44270:State Aid - Other Programs	56,000	28,000	5,798,185	5,770,185	Includes first reimbursement from \$9.96M organics grant
46240:Sanitation Services - Other	29,247	14,700	15,164	464	Tipping fee revenues tracking ~0.7% above budgeted amounts
46250:Solid Waste Disposal	49,175,673	24,861,546	25,031,102	169,556	Tipping fee revenues tracking ~0.7% above budgeted amounts
46360:Other Fees and Charges	-	-	176,147	176,147	Reimbursement from RRG members and from FCC for permit related costs
48030:Miscellaneous	20,000	10,000	98,962	88,962	Financing fees and liquidated damages assessment against FCC
49040: Gain/Loss on Fixed Asset Disposal	-	-	-	-	
49080: Operating Transfers In	-	-	-	-	
Total Revenue	50,407,273	25,477,422	32,849,156	7,371,734	
Expenses					
Capital Assets:					
54430:Buildings & Improvements	4,423,154	3,390,554	1,032,601	2,357,953	
54450:Equipment	2,359,811	54,803	54,803	-	
54470:Infrastructure	526,556	-	-	-	
54480:Land Improvements	8,039,659	8,039,659	3,310,950	4,728,709	Costs predominately related to Module 6 construction; overestimate current cost impact of west LF permitting
Operating Expenses:					
51010:Wages and Salaries	3,368,111	1,684,055	1,497,447	186,609	AFO and USW on payroll in November; Exec. Admin position not filled as of December 31.
52030:Clothing and Personal	4,125	2,063	3,525	(1,462)	Includes one time (annual) purchases of work boots and scalehouse operator uniforms
52040:Communication Services Expense	12,000	6,000	3,980	2,020	
52050:Food	1,000	500	1,136	(636)	
52060:Household Expense	1,500	750	376	374	
52080:Insurance	489,448	244,724	260,051	(15,327)	Quarterly fee paid for County Risk Management services doubled compared to previous FY; insufficient amount budgeted
52140:Parts	100	50	-	50	
52160:Maintenance	96,330	48,165	64,019	(15,854)	Greater than expected maintenance on WPPWA-owned heavy equipment.
52161:Maintenance - Building	5,000	5,000	32,823	(27,823)	Greater than expected facility maintenance/modifications performed by County staff per WPPWA request
52170:Fuels & Lubricants	20,000	10,000	1,231	8,769	Lower than expected fuel costs
52180:Materials - Buildings & Improvements	1,250	625	4,436	(3,811)	Includes a small, pre-built shed for storage and protection of sewer monitoring equipment - not budgeted.
52220:Laboratory Supplies	-	-	9,271	(9,271)	Funding for lab supplies and analytical testing not included in the Final Budget
52240:Professional / Membership Dues	12,000	12,000	1,530	10,470	Several professional membership annual dues and event booth fees not realized yet.
52250:Services and Supplies	7,500	3,750	-	3,750	
52260:Misc Expense	-	-	-	-	
52320:Printing	20,000	10,000	1,007	8,993	Includes \$4,531 in reverse accruals from FY23/24. To date WPPWA has had lower than anticipated printing needs.
52330:Other Supplies	40,000	20,000	14,906	5,094	
52340:Postage	1,000	500	1,392	(892)	Planned online customer payment portal not yet implemented; customer invoices still mailed monthly
52360:Prof. & Special Svcs - General	2,960,912	1,480,456	723,594	756,862	Includes \$183,774 in reverse accruals from FY23/24. Several projects not yet started.
52370:Professional and Special Services - Legal	350,000	175,000	67,797	107,203	Budgeted amount includes funding for outside General Counsel services not yet incurred.
52380:Prof. & Special Svcs - Tech., Eng. & Env.			-	-	
SC3140 Building Maintenance Installation and Repair Services	200,000	100,000	4,139	95,861	Lower than expected CCTV maintenance service costs to date
SC3180 MRF Operations	27,938,324	12,443,472	10,031,478	2,411,994	Includes \$2,024,226 in reverse accruals from FY23/24. Lower than projected material quantities processed through MRF.
SC3190 Landfill Operations	2,790,653	1,395,327	1,773,031	(377,704)	Greater than projected material quantities disposed of at WRSL
SC3320 Environmental and Ecological Services	110,000	55,000	6,253	48,747	Lower than projected Placer County Environmental Utilities staff costs
SC3322 Hazardous Waste	500	250	-	250	
52390:Prof. & Special Svcs - County	200,000	100,000	10,434	89,566	Lower than expected County service fees
52400:Prof. & Special Svcs - IT	100,000	50,000	16,919	33,081	Some IT costs not yet realized
52440:Rents and Leases - Equipment	24,000	12,000	968	11,032	Less need for equipment rental to date
52450:Rents and Leases - Buildings & Improvements	100	50	-	50	
52460:Small Tools & Instruments	1,000	500	288	212	
52470:Employee Benefit Systems	14,847	7,424	9,142	(1,719)	Insufficient amount budgeted for this line item.
52480:PC Acquisition	6,000	6,000	5,448	552	
52510:Commissioner's Fees	6,000	3,000	1,500	1,500	No meeting in July and November; Directors absent at September and October meetings
52540:Signing & Safety Material	250	125	-	125	
52560:Small Equipment	2,000	1,000	321	679	
52570:Advertising	689,000	344,500	69,075	275,425	Includes \$34,461 in reverse accruals from FY23/24. Several one-time costs not realized yet.
52580:Special Department Expense	4,200	4,200	2,999	1,201	Office equipment for several planned staff hires not yet realized
52785:Training / Education	17,000	17,000	1,498	15,502	Multiple staff training and conference attendance costs not yet realized
52790:Transportation and Travel	70,000	35,000	11,738	23,262	Lower than anticipated fleet costs to date.
52800:Utilities	165,000	82,500	71,211	11,289	Lower than anticipated utility costs to date.
52810:Operating Materials	-	-	-	-	
53050:Debt Issuance Costs	-	-	-	-	
53060:Bond Interest	4,521,535	2,260,768	1,704,622	556,145	Interest earned on the bonds that used to offset a portion of the semi-annual bond interest payment.
53190:Taxes and Assessments	549,878	137,470	204,651	(67,181)	Includes \$94,297 in one-time (annual) permit fees
53250:Contributions to Other Agencies	280,873	280,873	280,873	(0)	
53390:Transfer Out A-87 Costs	27,508	13,754	6,794	6,961	
55510:Operating Transfer Out	-	-	-	-	
55561:Interfund/Intrafund Activities Out	-	-	-	-	
59000:Appropriation for Contingencies	100,000	-	-	-	
Total Expenses	60,668,125	32,538,865	21,300,256	11,238,609	
Net Income/(Loss)	(10,260,853)	(7,061,443)	11,548,900	18,610,342	
Additional non Income Statement Transactions:					
Bond Proceeds	10,122,422	11,485,015	4,398,354	7,086,662	
Planned use of Reserves	3,750,000	1,875,000	-	1,875,000	
Total with Bond Proceeds and Reserves	3,611,569	6,298,573	15,947,253	27,572,004	

Notes:

- Budgeted revenues and expenses are prorated equally each month of the fiscal year, whereas actual revenues and expenses reflect those realized as of the date of the report.
This may lead to notable reported discrepancies between budgeted and actual amounts.
- Differences in the coding between the budgeted and actual revenues and expenses may result in notable reported discrepancies within the report.
- Additional non income Statement Transactions reflect amounts from WPPWA's Balance Sheet and are shown on this report for tracking and informational purposes only.

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Fiscal Year 2024-2025**Combined Revenue**

Month	Budget	Actual	Variance
Jul	\$4,146,950	\$4,150,771	\$3,821
Aug	\$4,123,593	\$4,189,663	\$66,070
Sep	\$4,005,325	\$3,987,149	(\$18,176)
Oct	\$4,352,558	\$4,381,962	\$29,404
Nov	\$4,048,518	\$3,987,701	(\$60,817)
Dec	\$4,184,750	\$4,278,127	\$93,377
Jan	\$4,167,689	\$4,418,501	\$250,812
Feb	\$3,842,833		
Mar	\$4,109,782		
Apr	\$4,471,548		
May	\$4,523,216		
Jun	\$4,068,308		
Totals:	\$50,045,070	\$29,393,873	\$364,490

**Combined Tipping Fee Revenue Year to Date**

Budget	\$29,029,383
Actual:	\$29,393,873
Variance	\$364,490

MSW Tonnage

Month	Budget	Actual	Variance
Jul	21,608	21,663	55
Aug	21,768	21,921	153
Sep	20,972	20,450	(522)
Oct	22,588	22,332	(256)
Nov	21,516	22,288	772
Dec	22,941	25,507	2,566
Jan	24,235	25,495	1,260
Feb	21,478		
Mar	22,083		
Apr	23,684		
May	22,682		
Jun	20,023		
Totals:	265,579	159,656	4,028

**MSW Tonnage Year to Date**

Budget:	155,628
Actual:	159,656
Variance	4,028

C&D Tonnage

Month	Budget	Actual	Variance
Jul	10,680	10,447	(232)
Aug	9,915	9,885	(31)
Sep	9,691	9,760	69
Oct	10,628	10,222	(406)
Nov	9,023	7,776	(1,248)
Dec	8,393	6,468	(1,925)
Jan	7,861	8,167	306
Feb	8,049		
Mar	8,944		
Apr	9,598		
May	11,021		
Jun	10,931		
Totals:	114,736	62,725	(3,467)

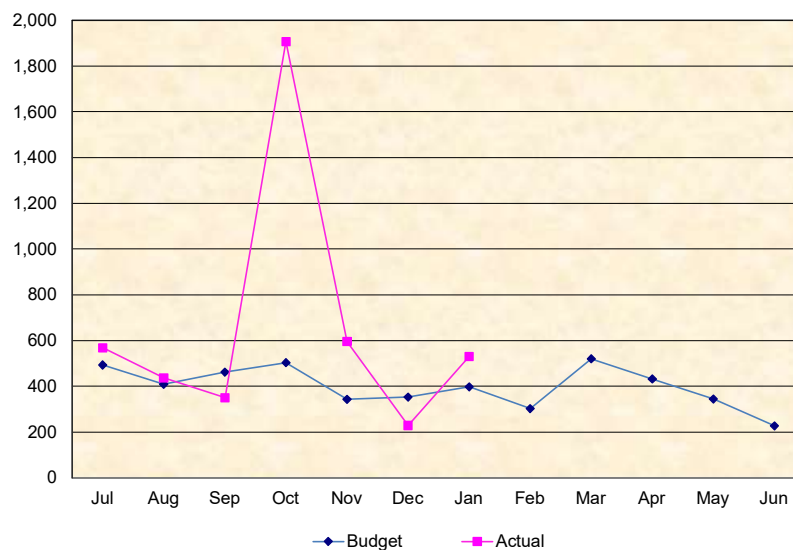


C&D Tonnage Year to Date

Budget:	66,192
Actual:	62,725
Variance	(3,467)

Sludge & Mixed Inerts Tonnage

Month	Budget	Actual	Variance
Jul	494	569	75
Aug	410	437	27
Sep	462	350	(113)
Oct	504	1,907	1,403
Nov	343	596	253
Dec	353	229	(124)
Jan	398	531	133
Feb	303		
Mar	520		
Apr	432		
May	345		
Jun	227		
Totals:	4,792	4,618	1,655



Sludge & Mixed Inerts Tonnage Year to Date

Budget:	2,963
Actual:	4,618
Variance	1,655

Green Waste Tonnage

Month	Budget	Actual	Variance
Jul	4,156	4,137	(19)
Aug	4,445	4,511	66
Sep	4,388	4,400	11
Oct	4,858	4,997	138
Nov	5,456	5,334	(122)
Dec	6,308	7,141	833
Jan	5,135	5,625	490
Feb	4,831		
Mar	5,241		
Apr	6,367		
May	6,303		
Jun	4,802		
Totals:	62,290	36,145	1,397

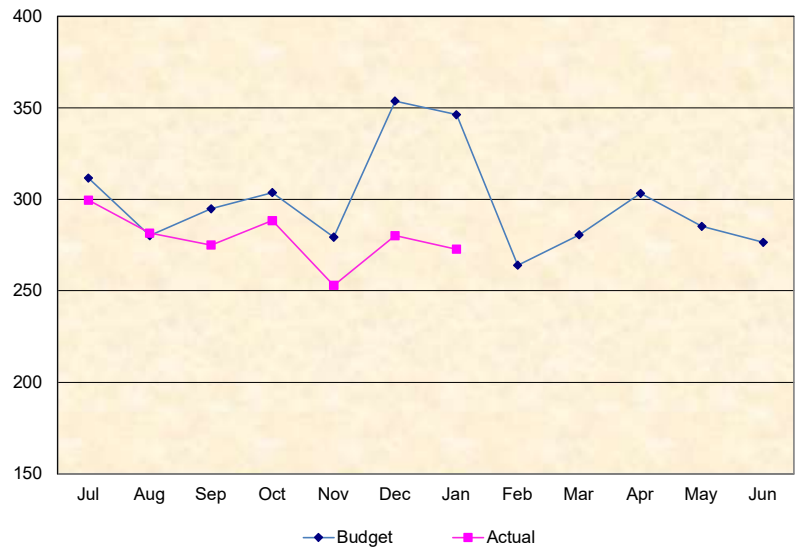


Green Waste Tonnage Year to Date

Budget:	34,747
Actual:	36,145
Variance	1,397

Food Waste Tonnage

Month	Budget	Actual	Variance
Jul	312	300	(12)
Aug	280	282	1
Sep	295	275	(20)
Oct	304	288	(15)
Nov	279	253	(26)
Dec	354	280	(73)
Jan	346	273	(74)
Feb	264		
Mar	281		
Apr	303		
May	285		
Jun	276		
Totals:	3,579	1,950	(219)

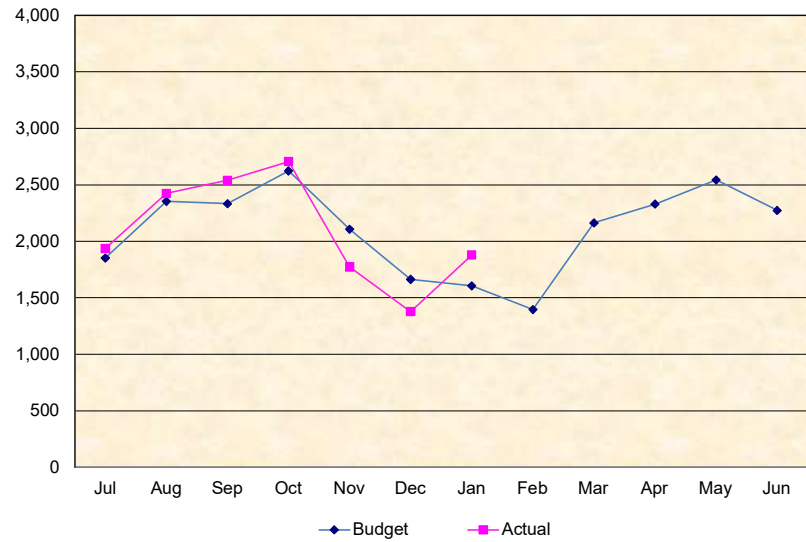


Food Waste Tonnage Year to Date

Budget:	2,169
Actual:	1,950
Variance	(219)

Inerts Tonnage

Month	Budget	Actual	Variance
Jul	1,852	1,937	85
Aug	2,352	2,425	73
Sep	2,333	2,540	207
Oct	2,623	2,706	83
Nov	2,107	1,774	(333)
Dec	1,664	1,378	(286)
Jan	1,605	1,880	274
Feb	1,396		
Mar	2,163		
Apr	2,329		
May	2,543		
Jun	2,274		
Totals:	25,242	14,639	103



Inerts Tonnage Year to Date

Budget:	14,536
Actual:	14,639
Variance	103

Wood Tonnage

Month	Budget	Actual	Variance
Jul	943	891	(52)
Aug	840	867	27
Sep	768	717	(51)
Oct	828	758	(70)
Nov	582	522	(60)
Dec	541	522	(19)
Jan	557	765	208
Feb	738		
Mar	768		
Apr	931		
May	995		
Jun	1,030		
Totals:	9,521	5,042	(17)

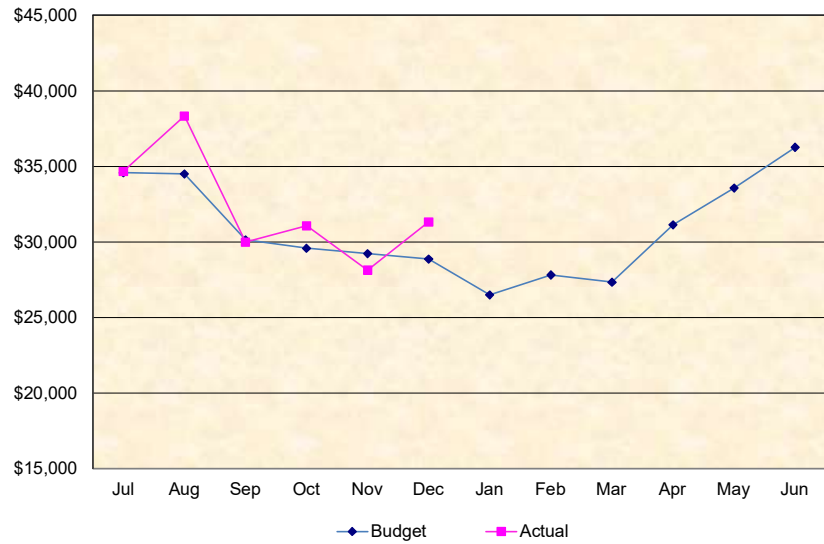


Wood Tonnage Year to Date

Budget:	5,059
Actual:	5,042
Variance	(17)

Miscellaneous Tipping Fee Revenue

Month	Budget	Actual	Variance
Jul	\$34,587	\$34,676	\$90
Aug	\$34,502	\$38,342	\$3,839
Sep	\$30,150	\$30,003	(\$147)
Oct	\$29,595	\$31,072	\$1,478
Nov	\$29,233	\$28,142	(\$1,091)
Dec	\$28,886	\$31,328	\$2,442
Jan	\$26,510		
Feb	\$27,827		
Mar	\$27,349		
Apr	\$31,144		
May	\$33,581		
Jun	\$36,269		
Totals:	\$369,633	\$193,564	\$6,612



Miscellaneous Tipping Fee Revenue Year to Date

Budget:	\$186,952
Actual:	\$193,564
Variance	\$6,612

Miscellaneous tipping fee revenue reflects tipping fees received from tires, treated wood waste, appliances, and water treatment plant sludges.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** *RS*
SUBJECT: **ITEM 7D: FACILITY PROJECTS UPDATE**

DATE: **FEBRUARY 13, 2025**

RECOMMENDED ACTION:

None. This item is for information purposes only.

BACKGROUND:

This report focuses on ongoing projects across WPWMA's campus including the Materials Recovery Facility (MRF) and Western Regional Sanitary Landfill (WRSL).

MRF Improvements

Phase 1 – C&D and Greenwaste ASP

The new C&D and Greenwaste ASP facilities are in operation.

Phase 2 – Maintenance Building and ADA Improvements

Construction of the remainder of the interior and exterior ADA improvements to accommodate California Building Code requirements for an accessible path of travel, parking stalls, toilet and bathing facilities, and lockers remain on hold pending an updated cost estimate from FCC's contractor following agreement between the WPWMA and FCC regarding items that can safely be removed from the scope.

While Temporary Occupancy of the Maintenance Building was approved in October 2024, outstanding punch list items are preventing FCC from beginning occupancy.

Phase 3A – MRF

VanDyk continues to install new equipment inside the MRF, with roughly 85% of mechanical equipment and 80% of electrical installation in place as of the first week of February.

Fire protection installation is underway, with the western and eastern processing areas of the MRF completed. Installation on the tipping floor and drive-through canopy is ongoing and will be followed by the residue load out area. Fire Watch is in place for the duration of this portion of construction.

"Alleyway" construction continues, pending completion of concrete work before asphalt work can begin. The main equipment concrete pads are curing, and VanDyk anticipates installing the equipment in the coming weeks. Completion of the alley way is anticipated to take a total of approximately three months, weather dependent. Due to pending construction requests for information and weather forecasting, there is not currently an estimated completion date.

Phase 3B – MSW CASP and Traffic Improvements

Phase 3B construction is on hold pending evaluation of current site conditions and reporting of required remediation to properly prepare the area for demolition of existing

infrastructure. Once the area has been redesigned to accommodate remediation requirements, the existing concrete pad will be removed to prepare for the construction of the permanent composting heaps. Removal of the concrete pad is projected to begin in March, pending Agency review and approval timelines.

Certificate of Occupancy

Final Certificates of Occupancy are subject to the WPWMA granting roadway easements to Placer County along Fiddymont Road and Athens Avenue. Placer County issued a letter to WPWMA outlining the proposed easements, and WPWMA and County Staff are working on mutually agreed upon roadway centerlines. Upon agreement, both parties will present the final documents to their respective Boards for approval.

Module 6 Liner Project

The project was deemed substantially complete on November 20, 2024, and staff is working on final project close-out. Once the design engineer has completed the Final Construction Quality Assurance Report, WPWMA staff will submit it to the Water Board for approval.

South Placer Wastewater Authority (SPWA) Compliance Project

WPWMA staff ordered a granular activated carbon filtration system that will be used to evaluate efficiency in removing constituents specified the WPWMA's wastewater discharge permit. Once installed, staff will submit pre- and post-treatment samples to a laboratory throughout the trial period.



WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of January 9, 2025

Meetings of the Western Placer Waste Management Authority Board of Directors are held in the WPWMA Board Chambers at 3013 Fiddymont Road, Roseville, CA.

Directors Present:

Shanti Landon
Krista Bernasconi
Bonnie Gore
Bill Halldin

Staff Present:

Scott Scholz
Eric Oddo
Robert Sandman
Will Scheffler
Ryan Schmidt
Emily Hoffman

1. Call Meeting to Order: Chair Landon called the meeting to order at 5:30 PM.
2. Pledge of Allegiance: Director Halldin led the Pledge of Allegiance.
3. Roll Call: Director Andreatta was absent.
4. Statement of Meeting Procedures: Emily Hoffman read the statement of meeting procedures.
5. Action Items:
 - a. Agreement for General Counsel Services (Scott Scholz)
Staff recommended the Board:
 1. Approve and authorize the Chair to sign a three-year General Counsel Legal Services Agreement with Best Best & Krieger LLP for general counsel legal services for an amount not to exceed \$900,000.
 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

Scott Scholz summarized the report and answered questions from the Board. Ethan Krieger of BBK expressed appreciation.

The Chair opened public comment; no comments were received.

MOTION TO APPROVE: Gore/Bernasconi/Unanimous

6. Public Comment: None.
7. Announcements & Information
 - a. Report from the General Manager
Scott Scholz provided the following updates:
 - Recognized Scott Alvord as an outgoing Board Member and thanked him for his support and presented him with tokens of appreciation.
 - As of January 1st, WPWMA has taken over all accounting and financial duties that were previously done by Placer County's Department of Public Works.
 - Applications are open for the Circular Economy Innovation Competition through February 21st.
 - Per Director Halldin's request, Greater Sacramento Economic Council will provide an update at the March Board meeting.
 - Headshots for new Board Members will be taken before the February Board meeting.

- A VIP Ribbon Cutting ceremony will be held for the MRF Construction project at the April Board meeting. Director Halldin requested that former Board Members who were part of the facilities improvement project be invited.
 - b. Financial Reports: Eric Oddo summarized the report. There were no questions from the Board.
 - c. Monthly Tonnage Reports: Will Scheffler summarized the report. There were no questions from the Board.
 - d. Facility Projects Update: Ryan Schmidt summarized the report and answered questions from the Board.
8. Consent Agenda
- a. Minutes of the Board Meeting held December 12, 2024
Staff recommended the Board approve the minutes as submitted.
 - b. Fiscal Year 2024/25 Budget Amendment (Eric Oddo)
Staff recommended the Board:
 1. Approve a FY 2024/25 Budget Amendment to increase Accounts 51010 – 51380 associated with WPWMA staff labor costs by a combined total of \$126,530 and authorize the General Manager to proceed with immediate hiring of an Accounting Technician and Environmental Resources Specialist.
 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

The Chair opened public comment; no comments were received.

MOTION TO APPROVE: Gore/Halldin/Unanimous

9. Action Items
- a. 2025 Board Meeting Schedule (Eric Oddo)
Staff recommended the Board:
 1. Adopt Resolution 25-01 establishing the WPWMA Board meeting dates for calendar year 2025.
 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

Eric Oddo summarized the report and answered questions from the Board.
The Chair continued the item to the next meeting.

10. Closed Session

- a. Government Code Section 54956.8 – Conference with Real Property Negotiator
Property: Approximately 133 acres of property located west of Fiddymont Road and north of Sunset Blvd West, approximately 2.6 miles west of State Route 65 in unincorporated Placer County; APN: 017-062-003
WPWMA Negotiators: Scott Scholz, Eric Oddo, Robert Sandman
Negotiating Partners: WPWMA, Sierra Joint Community College District
Under Negotiation: Price, terms, conditions of purchase and sale.

Robert Sandman reported out of Closed Session that the Board provided direction to Staff.

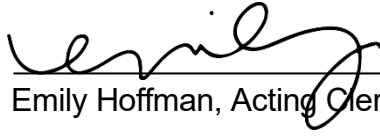
11. Reports from Directors:

- Director Halldin shared that he spent time with the slated Board representative from Lincoln.
- Director Bernasconi noted that Roseville votes the following week on their boards and commissions selections and Councilmember Bruce Houdesheldt is slated to serve as Roseville representative.

12. Upcoming Agenda Items: None.

12. Adjournment: Meeting was adjourned at 6:12 PM.


Respectfully Submitted,



Emily Hoffman, Acting Clerk of the Board

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 13, 2025**
FROM: **SCOTT SCHOLZ / ERIC ODDO** 
SUBJECT: **ITEM 8B: CORRECTION TO JANUARY 11, 2024 MEETING MINUTES**

RECOMMENDED ACTION:

1. Approve corrected minutes from the January 11, 2024 Board of Directors meeting.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

Staff recently identified an error in the minutes from the WPWMA Board of Directors meeting on January 11, 2024 which were approved by your Board at the February 8, 2024 meeting. The recommended action for Item 7b related to meeting procedures in accordance with Resolution 24-01 was noted incorrectly.

The corrected minutes are attached; for purposes of clarity, the corrected text is italicized.

Upon approval by your Board, the corrected minutes will replace the originally approved minutes and be maintained with the other February 8, 2024 meeting documents.

ENVIRONMENTAL CLEARANCE:

Approving corrections to minutes of a prior meeting is not considered a project under California Environmental Quality Act Section 15378.

FISCAL IMPACT:

There is no direct fiscal impact to the WPWMA associated with the recommended action.

STRATEGIC PLAN/GOALS:

GOAL 6 – Establish internal polity and inform regional policy

ATTACHMENT: JANUARY 11, 2024 CORRECTED MINUTES

CORRECTED FEBRUARY 13, 2025

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of January 11, 2024

Meetings of the Western Placer Waste Management Authority Board of Directors are held in the WPWMA Board Chambers at 3013 Fiddymont Road, Roseville, CA.

Directors Present:

Scott Alvord
Shanti Landon
Bonnie Gore
Bill Halldin
Holly Andreatta

Staff Present:

Kevin Bell
Eric Oddo
Robert Sandman
Will Scheffler
Heather Wilden

1. Call Meeting to Order: Chairman Alvord called the meeting to order at 5:00 PM.
2. Pledge of Allegiance: Director Halldin led the Pledge of Allegiance.
3. Roll Call: All Directors were present.
4. Statement of Meeting Procedures: Heather Wilden read the procedures for in-person and virtual meeting participation.
5. Public Comment: None.
6. Announcements & Information
 - a. Reports from Directors:
 1. Director Halldin announced his appreciation for the tour provided by staff of the construction and demolition and Module 6 construction projects.
 2. Director Andreatta shared an update on the status of Director Karleskint and noted she would be serving as Lincoln's representative on the WPWMA Board at least through the General Manager recruitment process.
 - b. Report from the Executive Director:

Kevin Bell reported the following items to the Board:

 1. Recruitment for the WPWMA General Manager closes February 4, 2024.
 2. Placer County intends to take the MOU between WPWMA and the County to the Board of Supervisors for consideration on February 13, 2024.
 3. Staff will return at the regular February meeting to establish the Board of Directors for 2024.
 - c. Financial Reports: Eric Oddo summarized the report. There were no questions from the Board.
 - d. Monthly Tonnage Reports: Eric Oddo summarized the report. There were no questions from the Board.
 - e. Biomass Request for Information: Eric Oddo summarized the report. There were no questions from the Board.
 - f. MRF Improvements Project Update: Brandon Stevens of FCC Environmental Services California provided a summary of the report and answered questions from the Board.

7. Consent Agenda:

- a. Minutes of the Board Meeting held December 14, 2023:
Staff recommended approving the minutes as submitted.
- b. Board Meeting Procedures:
Staff recommended the Board:
 - 1. *Adopt Resolution 24-01 revising the WPWMA's procedures for providing virtual access to Board Meetings.*
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- c. Third Amendment to the Agreement with Shaw Yoder Antwih Schmelzer & Lange for Legislative Advocacy Services:
Staff recommended the Board:
 - 1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Third Amendment to the Legislative Advocacy Services Agreement with Shaw Yoder Antwih Schmelzer & Lange, Inc. extending the Agreement for an additional one-year period for a total cost of \$60,000, increasing the total not-to-exceed cost of the Agreement to \$222,000.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- d. Fourth Amendment to the Agreement with Quality Scales Unlimited: Staff recommended the Board:
 - 1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Fourth Amendment to the Agreement with Quality Scales Unlimited for commercial truck scale repair, cleaning and maintenance for an amount not-to-exceed \$100,000, increasing the total not-to-exceed cost of the Agreement to \$411,110.
 - 2. Determine that the recommended action is categorically exempt pursuant to California Environmental Quality Act Guidelines Section 15301.
- e. Short-Term Acceptance of Commercial Cardboard:
Staff recommended the Board:
 - 1. Adopt Resolution 24-02 establishing a temporary tipping fee for commercial cardboard delivered by Waste Management of Sacramento and allowing for disposal of any resultant residue at the Western Regional Sanitary Landfill.
 - 2. Determine that the recommended action is categorically exempt pursuant to California Environmental Quality Act Guidelines Section 15301.

f. Greater Sacramento Economic Council Investment:

Staff recommended the Board:

1. Authorize the Chair to sign a two-year investment agreement with Greater Sacramento Economic Council, with an annual investment of \$25,000 for an agreement total of \$50,000.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

MOTION TO APPROVE THE CONSENT AGENDA: Halldin/Gore

ROLL CALL VOTE: AYES: Andreatta, Halldin, Gore, Landon, Alvord

8. Action Items:

a. 2024 Board Meeting Schedule:

Staff recommended the Board:

1. Adopt Resolution 24-03 establishing the WPWMA Board meeting dates for calendar year 2024.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

The Board elected to begin meetings at 5:30 PM effective at the February 8 meeting. Directors Gore and Halldin noted schedule conflicts with the May 9 meeting, and the June meeting was rescheduled to June 6 due to multiple Director conflicts.

The Chair opened public comment; no comments were received.

A copy of the approved meeting schedule is included as an attachment to these minutes.

MOTION TO APPROVE ITEM 8a WITH NOTED CHANGES: Halldin/Landon

ROLL CALL VOTE: AYES: Andreatta, Halldin, Gore, Landon, Alvord

b. Potential Modification to the WPWMA Board Composition:

Staff recommended the Board:

1. Provide direction to staff regarding potential modifications to the WPWMA Board composition.
2. Determine that the proposed action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15320.

Kevin Bell summarized the report. The Board deliberated and elected to postpone further discussion on this topic until after the General Manager has been hired.

The Chair opened public comment; no comments were received

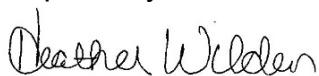
MOTION TO POSTPONE THE ITEM UNTIL THE GM IS HIRED: Landon/Halldin

ROLL CALL VOTE: AYES: Andreatta, Halldin, Gore, Landon **NOES:** Alvord

9. Upcoming Agenda Items: None.

10. Adjournment: Meeting was adjourned at 5:37 PM.

Respectfully Submitted,



Heather Wilden, Clerk of the Board

APPROVED 2024 BOARD OF DIRECTORS MEETING SCHEDULE


LOCATION: Western Placer Waste Management Authority Administrative Offices
3013 Fiddymment Road, Roseville CA 95747

TIME: 5:30 PM

DATES: February 8, 2024
March 14, 2024
April 4, 2024
May 9, 2024
June 6, 2024
July 11, 2024
August 8, 2024
September 12, 2024
October 10, 2024
November 14, 2024
December 12, 2024

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 13, 2025**
FROM: **SCOTT SCHOLZ / ERIC ODDO** 
SUBJECT: **ITEM 8C: AMENDMENT TO THE WPWMA'S PROCUREMENT
PROTEST PROCEDURES**

RECOMMENDED ACTION:

1. Adopt Resolution 25-02 which amends the WPWMA's Procurement Protest Procedures.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

At the September 17, 2020 meeting, your Board adopted Resolution 20-04 that amended the WPWMA-specific procurement protest procedures.

With the hiring of the WPWMA General Manager in June 2024, the WPWMA's protest procedures require revision to reflect this change to its organizational structure.

ENVIRONMENTAL CLEARANCE:

Amending the WPWMA's procurement protest procedures is not considered a "project" under the California Environmental Quality Act.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN/GOALS:

GOAL 6 – Establish internal policy and inform regional policy

ATTACHMENT: RESOLUTION 25-02

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 25-02

AMENDMENT TO THE WPWMA PROCUREMENT PROTEST PROCEDURES

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held February 13, 2025, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

Chair

Clerk of said Board

WHEREAS, in February 2006, pursuant to Resolution 06-02, the Western Placer Waste Management Authority (WPWMA) adopted Procurement Protest Procedures establishing the WPWMA Board of Directors as the hearing body for Protest Hearings; and

WHEREAS, in September 2020, pursuant to Resolution 20-04, the WPWMA amended the Procurement Protest Procedures; and

WHEREAS, In June 2024, the WPWMA hired a full-time General Manager to provide executive management and leadership which had previously been provided by Placer County Department of Public Works; and

WHEREAS, the change in WPWMA's administrative structure requires the WPWMA to amend its Procurement Protest Procedures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Western Placer Waste Management Authority that this Board amends and replaces its procurement protest procedures previously adopted pursuant to Resolution 20-04 with the attached Procurement Protest Procedures effective immediately.

PROTEST PROCEDURE

I. Protests and Appeals.

Any Respondent who is aggrieved in connection with the solicitation of the Contract may protest to the Western Placer Waste Management Authority's General Manager at the following address:

Western Placer Waste Management Authority
ATTN: General Manager
3013 Fiddymment Road
Roseville, CA 95747

The protest shall be submitted in writing and actually received by the General Manager within seven (7) calendar days after such aggrieved Respondent knows or should have known of the facts giving rise thereto. If the seventh day falls on a weekend or WPWMA-recognized holiday, the protesting Respondent may submit the protest on the first workday following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest. In the event of a timely protest prior to the contract award, the procurement action shall be stayed pursuant to this Section VI of this Protest Procedure.

II. Grounds For Protest

- (a) The alleged grounds for protest shall be limited to the following: (1) the WPWMA failed to follow the procedures or requirements specified in the Contract or Procurement Documents; (2) WPWMA employees or agents engaged in misconduct or impropriety, or; (3) the WPWMA's designation of the protesting Respondent as non-responsive and/or non-responsible was incorrect due to an issue of fact or law not apparent on the face of the solicitation.
- (b) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure by the Respondent to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights on the part of the Respondent.

III. Administrative Review

Upon receipt of the protest in accordance with this Protest Procedure, the General Manager shall submit the matter to the Placer County Purchasing Manager for review. After determining the protest was properly filed, the Placer County Purchasing Manager shall investigate the protest and report their findings to the General Manager. After consulting with counsel, the General Manager shall issue a written decision within five (5) working days after receipt of the Placer County Purchasing Manager's findings. The decision shall:

- (a) Either deny or uphold the protest and include reasons for the decision;
- (b) Inform the protesting Respondent of the right to a Protest Hearing before the WPWMA Board of Directors;

- (c) Inform the protesting Respondent that a request for a Protest Hearing must be in accordance with Section IV, herein and submitted in writing to the General Manager at the address stated in Section I herein within five (5) calendar days after receipt of the decision by the General Manager. If the fifth day falls on a weekend or WPWMA-recognized holiday, the protesting Respondent may submit the request on the first workday following such weekend or holiday.

IV. Request for Hearing.

Any written request for a Protest Hearing before the WPWMA Board of Directors shall include a detailed factual response to the decision of the General Manager, including supporting documentation.

V. Protest Hearing Procedures

- (a) If a written request for a Protest Hearing before the WPWMA Board of Directors has been timely received and with the contents required by this Protest Procedure, the General Manager shall schedule the hearing before the WPWMA Board of Directors at a date, time, and location to be held within ninety (90) calendar days from the date of the General Manager's receipt of the request for a hearing.
- (b) Once the General Manager has scheduled the Protest Hearing, written notification thereof shall be given to the appellant by personal service, fax, and/or U.S. Mail not less than five (5) calendar days in advance of the date of the hearing.
- (c) At the Protest Hearing, the appellant shall have the right to testify, to be represented by counsel, to present witnesses on his/her own behalf, and to present oral and written documents and evidence on the issues.
- (d) At the conclusion of the Protest Hearing, the WPWMA Board of Directors shall make findings of fact and issue a written decision concerning the issue(s) raised by the appellant. The WPWMA Board of Directors may issue its decision any time after the conclusion of the Protest Hearing up to ten (10) working days after the close of hearing.
- (e) The Protest Hearing shall be recorded by a certified court reporter or tape recorded.
- (f) The decision of the WPWMA Board of Directors shall be final.

VI. Stay of Contract Award During a Protest.

In the event of a timely protest pursuant to this Protest Procedure, the WPWMA shall not award the Contract until the protest is resolved unless the General Manager makes a written determination that the award of the Contract without delay is necessary to protect a substantial interest of the WPWMA.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 13, 2025**
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** *RS*
SUBJECT: **ITEM 8D: FIRST AMENDMENT TO THE AGREEMENT WITH WSP USA, INC.
FOR MODULE 6 EXCAVATION/STOCKPILE DESIGN, BASE LINER DESIGN,
AND CQA SERVICES**

RECOMMENDED ACTION:

1. Approve the First Amendment to the Module 6 Excavation/Stockpile Design, Base Liner Design, and CQA Services Agreement with WSP USA, Inc. (WSP) increasing the total delegated spending authority to an amount not to exceed \$831,020.
2. Determine that the recommended actions are each not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

At the June 17, 2021 meeting, your Board authorized execution of an agreement with WSP for design and CQA services associated with construction of the Module 6 Liner system. The project began in August 2023 with completion originally anticipated in February 2024. Due to weather-related issues and a directive from the Water Board, the WPWMA temporarily suspended construction effective December 25, 2023.

During project suspension, a portion of the partially installed liner incurred weather damage and needed to be replaced upon project resumption. Additionally, the presence of water in the module required various submembrane water mitigation measures. Both the replacement of liner material and the mitigation measures required immediate CQA oversight and testing, which was not accounted for in the original Agreement. After allocating the "Additional Services Task" budget, WSP identified an additional \$134,500 for these extra services. WPWMA staff recommends an increase in spending authority of \$134,500 in order to authorize payment to WSP for the services provided as a result of the winter suspension and associated weather damage.

The Project was substantially complete in November of 2024, and fully completed in December 2024.

ENVIRONMENTAL CLEARANCE:

An Environmental Impact Report (EIR) for the Western Regional Sanitary Landfill, including liner projects, was certified by your Board in August of 1996; a supplemental EIR was certified by your Board in August of 2000. No further environmental review is required.

FISCAL IMPACT:

The recommended action would increase the total project cost to a not-to-exceed amount of \$831,020. Sufficient funding for these services is included in the FY 2024/25 Budget.

STRATEGIC PLAN/GOALS:

Goal 4 – Establish well-planned infrastructure and ensure its proper operation.

ATTACHMENT: FIRST AMENDMENT

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT NO.: SCN104272

DESCRIPTION: First Amendment to Module 6 Excavation/Stockpile Design, Base Liner Design, and CQA Services

This FIRST Amendment is made to be effective as of, from and after the day of _____ 2025, and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law (hereinafter referred to as the "WPWMA"), and **WSP USA, Inc.** (hereinafter referred to as the "Contractor").

RECITALS

1. The WPWMA and Contractor have entered into that certain "Module 6 Excavation / Stockpile Design, Base Liner Design, and CQA Services Agreement" as of September 13, 2021 (hereinafter referred to as the "Agreement").
2. The primary objective of the project was to prepare the Western Regional Sanitary Landfill for the next phase of filling operations by constructing a new landfill module, Module 6. The Contractor was contracted to provide design, excavation, and Construction Quality Assurance (CQA) services for the excavation and relocation of stockpiled soil from Module 6 and design of the Module 6 sump, liner, and landfill gas extraction system associated with the construction of the facility.
3. During the 2024 construction season, water was discovered underneath the installed geocomposite liner which necessitated submittal of a Winterization Plan to the Water Board, resulting in additional CQA monitoring. The discovery also resulted in a project delay including additional mobilization costs for a Leak Location Survey.
4. WPWMA staff requested a proposal from Contractor to provide additional CQA monitoring, Winterization Plan report, additional material laboratory testing, and additional leak location surveying mobilization costs. Contractor recommended and WPWMA agrees to revise the contract to increase the Task 4 budget an additional cost of \$134,500 for these services.
5. The WPWMA and Contractor acknowledge that, by providing these additional services, the total cost of the Agreement shall increase to Eight Hundred Thirty-One Thousand Twenty Dollars (\$831,020).
6. The WPWMA and Contractor desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this First Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- a. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:

"The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Eight Hundred Thirty-One Thousand Twenty Dollars (\$831,020) without the prior written approval of WPWMA."

- b. Task 4 of Exhibit A, Scope of Services, shall be amended to add the following elements, which shall read as follows:

“In acknowledgement of weather related project delays, Contractor shall provide additional CQA monitoring, prepare a Winterization Plan report for submittal to the Water Board, conduct additional material laboratory testing, and provide additional on-site liner leak location testing services.”

- c. Exhibit B shall be deleted and Exhibit B.1 attached hereto are substituted therefore.

Except as expressly provided in this First Amendment, the Agreement shall remain unchanged and in full force and effect. After this First Amendment is duly executed and delivered by WPWMA and Contractor, this First Amendment shall be and constitute an integral part of the Agreement.

IN WITNESS WHEREOF, the WPWMA and Contractor have executed this First Amendment as of the day and year first above written.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____

Scott Scholz, General Manager

WSP USA, INC., CONTRACTOR

By: _____

Jeff Dobrowolski, Senior Vice President

By: _____

Michael Strain, Treasurer

Approved as to Form:

By: _____

WPWMA Counsel

EXHIBIT B.1
PAYMENT FOR SERVICES RENDERED

Payment to Contractor shall be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1.

Contractor shall submit invoices monthly for work performed. Such invoices shall describe in detail the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Hourly time shall be stated in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, the WPWMA shall pay invoices within thirty (30) days after approval of the invoice. Contractor shall provide such additional information as the WPWMA may request to verify any of the amounts claimed for payment in any invoice. Contractor shall not exceed the individual task budgets set forth in Exhibit B-1. Such task budgets may be formally amended by written agreement of Contractor and the WPWMA Executive Director or designee. The total amount payable for all services provided under this Agreement shall not exceed Eight Hundred Thirty-One Thousand Twenty Dollars (\$831,020).

Table 1: Not-To-Exceed Task Budgets

Task	Description	Existing Budget	Amendment 1 Budget
1	Module 6 Rough Grading and Stockpile Design	\$69,472	\$69,472
2	Soil Stockpile Construction Quality Assurance	\$40,246	\$40,246
3	Module 6 Base Liner Design	\$109,431	\$109,431
4	Base Liner Construction Quality Assurance	\$437,371	\$571,871
A1	Additional Services	\$40,000	\$40,000
Total		\$696,520	\$831,020

The WPWMA may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Contractor's final invoice, and provided all services have been satisfactorily completed, the WPWMA shall release and pay any withheld retention.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 13, 2025**
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** *RS*
SUBJECT: **ITEM 8E: AMENDMENT TO THE AGREEMENT WITH SCS ENGINEERING, INC. FOR AQUIFER TESTING**

RECOMMENDED ACTION:

1. Authorize the General Manager to sign the Fourth Amendment to the Aquifer Pump Test and Feasibility Agreement with SCS Engineering, Inc. (SCS) to provide additional professional services related to the WPWMA's regulatory compliance for an amount not to exceed \$120,175, increasing the total not-to-exceed cost of the Agreement to \$998,861.
2. Determine that the recommended actions are each not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

At the July 9, 2020 meeting, your Board authorized execution of an agreement with SCS to design and conduct an Aquifer Pump Test as requested by the Central Valley Regional Water Quality Control Board (Water Board) in relation to the WPWMA's 1994 Corrective Action Plan (CAP). Since execution of the Agreement, WPWMA and Water Board staff have had numerous discussions regarding the best method to meet regulatory compliance with the CAP.

Despite staff's ongoing efforts, on November 18, 2024, the Water Board issued a Notice of Violation (NOV) requiring a Work Plan to delineate the current contamination plume associated with the 1994 CAP and a Revised CAP to address necessary changes. WPWMA requested and SCS was able to pivot their work and fit these submissions into the current Agreement budget. These items were submitted to the Water Board on January 5, 2025, and January 13, 2025, respectively.

Upon Water Board approval, these items layout a proposed scope of work involving investigative measures, reporting, and updates to be added to the Agreement to cover the extent of additional work required by the Water Board. Currently, it is unknown if the remainder of the work under this agreement will be completed as written; however, it is possible that this scope will replace some of the outstanding scope within the Agreement and that a majority of the costs will eventually be remitted to the WPWMA. It is staff's recommendation that the Agreement be modified to include the performance of the proposed scope of work submitted to the Water Board in January 2025.

ENVIRONMENTAL CLEARANCE:

All work required under this Agreement is categorically exempt under CEQA Guidelines, Article 19, Section 15306 "Information Collection", which allows for data collection when

such activities do not result in a serious or major disturbance to an environmental resource.

FISCAL IMPACT:

The recommended action would increase the total project cost to a not-to-exceed amount of \$998,861. Sufficient funding for these services is included in the FY 2024/25 Budget.

STRATEGIC PLAN/GOALS:

Goal 4 – Establish well-planned infrastructure and ensure its proper operation.

ATTACHMENT: AMENDMENT

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT NO.: SCN103038

DESCRIPTION: Fourth Amendment to the Aquifer Pump Test and Feasibility Study

This FOURTH Amendment is made to be effective as of, from and after the day of _____ 2025, and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law (hereinafter referred to as the "WPWMA"), and **SCS ENGINEERS** (hereinafter referred to as the "Consultant").

RECITALS

1. The WPWMA and Consultant have entered into that certain "Aquifer Pump Test and Feasibility Study Agreement" as of August 19, 2020, amended as of November 4, 2020 by the First Amendment, August 3, 2021 by the Second Amendment, and August 31, 2023 by the Third Amendment (hereinafter referred to as the "Agreement").
2. In response to a Notice of Violation issued by the Water Board to WPWMA on November 18, 2024, the WPWMA is required to submit a Revised Correct Action Plan (CAP) including a Work Plan and Amended Report of Waste Discharge.
3. Continuing Consultant's prior work related to the CAP, the WPWMA requested the Consultant prepare the Work Plan and Revised CAP for submittal to the Water Board and requested a proposal from Consultant to implement the work summarized in the Work Plan including fieldwork and reporting.
4. Consultant recommended and WPWMA agrees to revise the contract to add a task to further define the nature and extent of releases to the vadose and groundwater zones west of Modules 1, 2, 10, and 11 and to increase gas capture on Modules 1, 2, 10, and 11 for a net additional cost of \$120,175.
5. The WPWMA and Consultant acknowledge that, by providing these additional services, the total cost of the Agreement shall increase to Nine Hundred Ninety-Eight Thousand Eight Hundred Sixty-One Dollars (\$998,861).
6. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this Fourth Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- a. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:

"The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Nine Hundred Ninety-Eight Thousand Eight Hundred Sixty-One Dollars (\$998,861) without the prior written approval of the WPWMA."
- b. Exhibit A, Scope of Services, shall be amended to add the following new Task 9 which shall read in its entirety as follows:

“TASK 9 – NOV RESPONSE

Consultant shall conduct the following services under this task to comply with the Vadose Zone and Groundwater Investigation outlined in the submitted Work Plan, and perform the work outlined in the Revised CAP as follows:

9A Work Plan – Vadose Zone and Groundwater Investigation

Consultant shall conduct pre-field measures including but not limited to creating a health and safety plan, initiating a USA dig alert, and obtaining a drilling permit for the extent of the work to be performed.

Consultant shall perform field work in accordance with the Work Plan submitted to the Water Board January 6, 2025. This shall include performing a Vadose Zone Investigation at the vadose zone located west of Modules 1, 2, 10, and 11, which will require a minimum of three days of field work and completing six (6) MIP boring logs.

Consultant shall conduct an onsite Groundwater Investigation for the groundwater zones west of Modules 1, 2, 10 and 11. The Groundwater Investigation requires a projected five days of field work where five borings will be completed, including groundwater samples for each boring performed. A laboratory analysis shall then be performed on each of the groundwater samples collected.

Depending on results collected and analyzed above, Consultant shall evaluate whether an offsite groundwater investigation shall be conducted. In the event an offsite Groundwater Investigation is deemed necessary based on Consultant’s expertise, Consultant shall obtain an offsite drilling permit and acquire a private utility locator to identify areas clear for offsite drilling locations. Consultant shall perform a projected two (2) days of field work in order to collect two (2) boring samples and collect a groundwater sample from each boring log. Consultant shall perform a laboratory analysis on the groundwater samples collected.

Consultant shall provide the WPWMA upon completion of Phase 9A field work outlined above, a Field Summary Report, detailing work performed, permits obtained, and sampling results. The report should include raw boring data in the Appendices and any other relevant and warranted information in order to substantially conform with the Work Plan.

9B – Revised CAP

In accordance with the Revised CAP submitted to the Water Board January 13, 2025, Consultant shall perform the work necessary to increase gas capture on Modules 1, 2, 10, and 11, to reduce landfill gas impacts to the vadose and groundwater zones. Contractor shall investigate the limits of waste along the western boundary of Modules 1, 2, 10 and 11 by performing boring samples. Once boring logs are evaluated for limits of waste, finding and conclusions will be included in the Field Summary Report (Task 9A).

c. Exhibit B.3 shall be deleted and Exhibit B.4 attached hereto are substituted therefore.

Except as expressly provided in this Fourth Amendment, the Agreement shall remain unchanged and in full force and effect. After this Fourth Amendment is duly executed and delivered by WPWMA and Consultant, this Fourth Amendment shall be and constitute an integral part of the Agreement.

IN WITNESS WHEREOF, the WPWMA and Contractor have executed this Fourth Amendment as of the day and year first above written.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____
Scott Scholz, General Manager

SCS ENGINEERS, CONSULTANT

By: _____
E. Wayne Pearce, Vice President

By: _____
Patrick Sullivan, Senior Vice President

Approved as to Form:

By: _____
WPWMA Counsel

EXHIBIT B.4

PAYMENT FOR SERVICES RENDERED

Payment to Consultant shall be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1.3 and subject to the task budgets listed in Table 1, below.

Consultant shall submit invoices monthly and describe in detail the work and work hours performed, staff performing the work, staff hourly rate, and expenses for which reimbursement is claimed. Consultant shall also include with the monthly invoice a spreadsheet indicating task budgets, charges by task for each invoice, cumulative charges to date by task, and percent of budget remaining by task. Consultant shall state hourly time in increments of no less than one-quarter (1/4) of an hour. All invoices shall be submitted to the WPWMA electronically via invoices@wpwma.ca.gov.

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The Executive Director or designee shall retain the ability to adjust the budget between task as long as the total amount payable for all services provided under this Agreement shall not exceed Nine Hundred Ninety-Eight Thousand Eight Hundred Sixty-One Dollars (\$998,861).

Table 1 – Task Budgets

Task	Description	Existing Budget	4 th Amendment	Total
1	Well Design, Permitting, and Solicitation of Bids	\$30,000	---	---
2	Well and Piezometer Drilling, Aquifer Pumping	\$334,000	---	---
3	Well Construction Quality Assurance and Pump Test Memorandum	\$35,000	---	---
4	Groundwater Pump and Treat System Engineering Feasibility and Preliminary Design Report	\$131,400	---	---
5	Additional Services	\$20,000	---	---
6	Evaluation of Corrective Action Measures	\$132,280	---	---
7	Decommission Existing Water Supply Well	\$112,006	---	---
8	Expand Groundwater Detection Monitoring Network	\$84,000	---	---
9	NOV Response	---	\$120,175	\$120,175
TOTAL CONTRACT AMOUNT		\$878,686	\$120,175	\$998,861

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 13, 2025**
FROM: **SCOTT SCHOLZ / ERIC ODDO** 
SUBJECT: **ITEM 8F: 2025 BOARD MEETING SCHEDULE**

RECOMMENDED ACTION:

1. Adopt Resolution 25-01 establishing the WPWMA Board meeting dates for calendar year 2025.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

Section 8 of the WPWMA's Joint Powers Authority agreement states: "*The Board shall by resolution establish the number of regular meetings to be held each year...*" Your Board has historically conducted regular Board meetings on the second Thursday of each month at the WPWMA's administrative building.

The attached Resolution 25-01 maintains the precedent of the date, time and location of regular meetings of your Board. Should your Board elect to alter any of the meeting dates, times, or locations, staff will make the necessary revisions and return at the next scheduled regular meeting for approval of a revised resolution.

ATTACHMENT: RESOLUTION 25-01

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 25-01

ESTABLISHING THE 2025 REGULAR MEETINGS OF THE WPWMA BOARD OF DIRECTORS

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held February 13, 2025 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

Chair

Clerk of said Board

WHEREAS, in accordance with Section 8 of the Joint Exercise of Power Agreement (JPA), the WPWMA Board establishes the number of regular meetings to be held each year; and

WHEREAS, the WPWMA Board of Directors typically meets the second Thursday of each month at 5:30 PM at the WPWMA's administrative offices located at 3013 Fiddymment Road in Roseville, CA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Western Placer Waste Management Authority:

1. Establishes the following regular meeting dates for calendar year 2025:

January 9	May 15	September 11
February 13	June 12	October 9
March 13	July 10	November 13
April 10	August 14	December 11

2. Authorizes this Resolution 25-01 to remain effective until December 31, 2025.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 13, 2025**
FROM: **SCOTT SCHOLZ / SARA LYON** 
SUBJECT: **ITEM 9A: SITE WIDE ODOR PLAN UPDATE**

RECOMMENDED ACTION:

1. Approve updates to the Site Wide Odor Plan.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

The WPWMA's Site Wide Odor Plan (SWOP) was developed as part of the formal settlement agreement to Notice of Violations issued by the Placer County Air Pollution Control District (PCAPCD) and was subsequently adopted by your Board on December 10, 2020. Upon its adoption, adherence to the provisions of the SWOP became a requirement of facility operating permits issued to the WPWMA by PCAPCD. WPWMA staff worked with the PCAPCD in the creation of this tool to be used by the WPWMA and its facility operators, contractors, and consultants to consistently and proactively reduce the potential for off-site odors.

In January 2021, WPWMA formally began implementing the SWOP including the identified best management practices (BMPs), regular on- and off-site odor monitoring, continued public education and outreach, and researching new odor reduction and monitoring technologies. This update provides a summary of these efforts over the last reporting period (FY 2023/24) of SWOP implementation.

Staff welcome any feedback your Board may have on items of interest or additional metrics your Board would like WPWMA to include in these summary reports.

Best Management Practices

The SWOP established a series of BMPs to help mitigate odors from its facilities including the materials recovery facility (MRF), landfill, landfill gas collection and control system, and composting operations. Staff perform routine facility inspections to ensure BMPs have been implemented and consistently adhered to as outlined in the SWOP. Any operational concerns identified by staff are immediately communicated to the applicable contract entity (e.g., FCC, SCS, etc.) to remediate the identified issue. During the reporting period and into the new 2024-2025 reporting period, staff notified FCC of several operational issues that could lead to increased offsite odors.

The SWOP requires that if, as a result of on or offsite odor monitoring, WPWMA staff are able to reasonably identify facility operations as being a contributor to the documented odors and if it is then determined that required BMPs are not being met, the WPWMA is required to submit a Non-Compliance Event (NCE) Form to the Placer County Air Pollution Control District (PCAPCD), and the operator must then provide follow-up and training of operational staff to ensure that the BMPs are being adhered to.

Following the submittal of an odor notification from the public on September 16, 2024, and subsequent observations made during the monthly Local Enforcement Agency site inspection with Environmental Health, it was determined that the alternative daily cover produced in the MRF, which is then applied to the landfill, was not sized appropriately and that the thickness of daily cover on the landfill was inadequate. WPWMA submitted a NCE Form to the PCAPCD with the corrective and preventive actions taken by the operator to correct the deficiencies.

Additional odor notifications from the public in October 2024 triggered additional NCE Forms to be submitted by WPWMA to the PCAPCD for multiple BMPs not met by FCC in the compost operation, including the nonoperation of the South Compost Pond aeration system and failure to have continuous air applied to the aerated static compost piles. While the South Compost Pond is again under aeration, until FCC provides documentation that compliance is being met with all deficient BMPs the NCE remains open with the PCAPCD. WPWMA staff continues to work with FCC to ensure the BMPs are being adhered to through general management and good housekeeping practices.

Odor Monitoring

Dispersion and Predictive Odor Risk Monitoring

The WPWMA employs a site-wide continuous odor monitoring and dispersion modeling system and meteorological station to provide objective, quantifiable, visual representations of the probable off-site odor concentrations over time associated with the WPWMA's operations.

The system also includes a feature that uses weather forecast data to prepare a 3-day odor risk forecast that identifies periods of time (hourly) where there could be an increased potential for odors to be experienced by nearby receptors. The odor risk forecast is updated daily and provided to the facility operators, contractors, and consultants allowing them to plan their operations to minimize the potential for off-site odors. The odor forecast is also used by WPWMA staff when monitoring BMPs.

During the reporting period, there were 14 days when the odor risk forecast predicted periods of moderate and/or high-risk of odors in the region due to weather conditions. FCC amended operations so that activities with higher potential to produce odors (e.g., turning, screening, or grinding of compost, etc.) either did not occur during times of projected elevated odor risks or they notified WPWMA of why the activity or operation could not reasonably be delayed or rescheduled and what specific measures were taken to reduce the potential for odors when these activities were performed (e.g. applying an odor reducer to the compost and ponds). WPWMA reviews the summary reports submitted by FCC outlining how operations were modified.

During 6 of these instances, the WPWMA received a total of 16 odor notifications, however 3 of these days, totaling nine of the notifications, were attributed to the nearby Rio Bravo Biomass Plant. Removing these from the total notifications received lowers the number of notifications to 7, compared to 6 that were received during the previous reporting period. Staff have concluded that the forecasting tool and practice of amending operations as necessary is continuing to have a positive impact on reducing the potential for off-site odors.

Routine On- and Off-site Odor Monitoring by WPWMA Staff

Staff conduct weekly on- and off-site odor monitoring at defined locations to evaluate and record the type and intensity of odors that have the potential to be experienced by nearby receptors. Odors are monitored at twelve off-site locations and six on-site locations. The goal is for staff to conduct monitoring in the morning when odors are expected to be the most noticeable. At each location, staff records: 1) time, 2) noticeable odors and their description and intensity (on a scale of 1 to 5 with 5 being the most intense), and 3) specific observations about on-site facility operating conditions or off-site conditions (e.g. if it is trash collection day in the area, construction activities, surrounding land use conditions, etc.) that could be contributing to perceived odors. Staff compare the data recorded during inspections to the odor monitoring system to see how well the field observations align with the odor dispersion model predictions. Staff generally find that the data displayed in the modeling system is consistent with conditions observed in the field.

Like the two previous reporting periods, staff rarely detected odors at the identified off-site monitoring locations. Most odors identified at these locations were classified as faint to mild in intensity. Typical types of odors noted by staff at each on-site monitoring location tended to confirm the WPWMA's current understanding that composting and landfill related operations remain the dominant sources of facility related odors. Weekly odor inspections also indicate non-facility odors, such as the Rio Bravo incident, which was documented by staff during routine inspection.

Ambient eNose Sensor Installation

In September 2021, ambient electronic odor sensors were installed and incorporated into the WPWMA's continuous odor monitoring system to act as an "early warning system" of the potential for off-site odors and to further facilitate the measurement of odors in surrounding areas. Currently there are 5 ambient sensors onsite with 3 located along WPWMA's southern fence line and 2 located in the designated composting area. The other three are in public parks within the City of Roseville south of the facility, including Stizzo Park, Mel Hamel Park and Davis Park.

While the sensors are not designed to discern specific odors or their sources, they are useful in providing real-time information to the WPWMA regarding the potential for elevated odors in nearby neighborhoods. By using this system, staff can conduct proactive off-site odor inspections and, if warranted, work with on-site personnel to modify operations in an effort to further reduce the potential of noticeable off-site odors.

Staff conduct proactive monitoring during normal business hours, as ambient sensor alerts are received and as staffing availability permits. During the reporting period, staff conducted 32 proactive monitoring investigations. Of these inspections, odors were detected in six instances at the ambient sensors, three were located along the WPWMA's southern perimeter fence, attributable to the landfill working face, a generator and compost. The other three were odors experienced at parks containing ambient sensors, which staff related to the landscaping observed during the inspection resulting in odors of freshly cut grass during one inspection; wet grass and soil the next; and compost observed in a 5-yard pile onsite for the last.

Odor Notifications

During the reporting period, from the end of October through the beginning of December 2023, WPWMA received 49 notifications for odors that were deemed attributable to a burning odor originating at the Rio Bravo Biomass Plant near Thunder Valley Casino that was caused by a technical issue limiting their ability to operate causing their wood fuel stockpiles to overheat and smolder. The reporting parties were notified that the matter had been referred to PCAPCD for further investigation and mitigation efforts and were provided PCAPCD contact information.

Removing the complaints associated with the Rio Bravo incident and one received from New Mexico for clarity of comparison, the current reporting period would have totaled 59 odor notifications. Of these, staff determined that 21 were directly related to WPWMA's operations, 12 were likely a combination of WPWMA and other non-WPWMA sources, and 26 were likely not related to WPWMA operations. For the previous reporting period (FY 2022/23), WPWMA received 35 odor notifications with 5 attributable to WPWMA operations, 10 representing a combination of WPWMA and non-WPWMA sources and 20 likely not related to WPWMA operations.

Compared to the previous reporting period, there was a 59% increase in the total number of odor notifications received.

Public Education and Outreach

The WPWMA continues to engage with residents to help educate and inform them about the critical function the WPWMA plays in managing solid waste generated in western Placer County. Since 2011, the WPWMA has conducted an annual public meeting at the facility designed specifically to engage residents who have the potential to experience odors associated with the WPWMA's operations. Staff held the 2024 annual Odor Workshop on October 29th and had 32 participants, an increase from the 25 participants who attended in 2023. In addition to residents, regulators from both the PCAPCD and Placer County Environmental Health were present, along with staff from the South Placer Wastewater Treatment Plant who are interested in the continuous odor monitoring system utilized by the WPWMA.

Additionally, over the past year, staff has presented and provided facility tours to several nearby resident groups discussing facility odors including from Sun City Lincoln Hills, Sun City Roseville, and the Blue Oaks, West Park, Fiddymont Farms Neighborhood, and Whitney Oaks Neighborhood Associations.

At the recommendation of your Board to share the positive steps that WPWMA has taken to reduce and mitigate facility odors, the WPWMA's videographer contractor is producing a series of videos explaining the SWOP, the process of submitting an odor notification, and mitigation techniques at high odor potential areas like the landfill and landfill gas.

Updated SWOP

The SWOP has been updated to reflect the current operating permits and practices of the facility; a summary of the proposed updates is attached for your Board's consideration. The updated SWOP was submitted for review to the PCAPCD and was

approved by the PCAPCD on January 6, 2025. These proposed changes will be implemented upon your Board's approval.

Planned Future Efforts

Facility upgrades are currently underway and include the implementation of several improvements to help further reduce facility odors, such as transitioning to a covered aerated static pile (ASP) composting system, transferring organic materials from the MRF to the composting facility via a covered conveyor and installation of an air purification system in the new MRF. Improvements are expected to be finished by June 2025. Staff plan to present a more comprehensive update to your Board in next year's SWOP memo.

ENVIRONMENTAL CLEARANCE:

Approval and implementation of the SWOP is categorically exempt under CEQA Guidelines, Article 19, Section 15306, "Information Collection" which allows for basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource and Section 15309 "Inspections" which allows for inspections to check for performance of an operation, or quality, health, or safety of a project.

FISCAL IMPACT:

The updates made to the SWOP will not affect the current budget. Funding for odor response is included in the FY 2024/25 Final Budget.

STRATEGIC PLAN/GOALS:

GOAL 1 – Improve outreach, public education, and customer experience/service.

GOAL 4 – Establish well-planned facility infrastructure and ensure its proper maintenance and operation.

ATTACHMENTS: SWOP DECEMBER 2025 PROPOSED REVISIONS

PAGE	CURRENT SWOP	UPDATE
6	Footnote referencing the foodwaste & soiled paper composting pilot project	Removed as it is a permanently permitted activity and no longer a pilot project
10	Inviro-Tec mentioned under Green Solutions and More	Removed this reference as Inviro-Tec is no longer at that location
Figure 7-1	Identifies Inviro-Tec and omits other potential odor sources	Removed Inviro-Tec and added Sierra Pacific as well as general categories: construction, agriculture, propane/gas stations
12	Identifies Inviro-Tec	Removed Inviro-Tec as it is no longer at that location and added Sierra Pacific facility in Lincoln
13	Referenced City of Roseville WWTP	Updated to reflect the recently formed South Placer Wastewater Authority WWTPs
Figure 8-2	Outdated image	Update this Facility Site Layout to a current image
16	Typo stating dissolved oxygen level in the pond should be 'less than' 1 milligram per liter	Corrected to state that the dissolved oxygen level in the pond should be maintained at a minimum of at least one (1) milligram per liter at all times.
18	<ul style="list-style-type: none"> WPWMA utilized a windrow composting method Mentions ASP is a pilot project Footnote describes anticipated ASP permitting 	<ul style="list-style-type: none"> Updated to reflect operational shift from windrows to ASP Removed as ASP is a permanent operation Omitted as ASP is no longer a pilot project
21	Typo stating dissolved oxygen level in the pond should be 'less than' 1 milligram per liter	Corrected to state that the dissolved oxygen level in the pond should be maintained at a minimum of at least one (1) milligram per liter at all times.
21	Identified 45- and 50-day ASP and curing times, respectively	Updated timelines to match Air District permit requirements & added Title 14 pathogen reduction requirement for clarity

22	Requirement to drain and clean the compost ponds every 4 years	Added the following: “When the pond is lowered below the aerators the remaining leachate must be removed in a timely manner and not allowed to become stagnant and anaerobic.”
24	Required 30-days written notice to WPWMA regarding disconnecting/relocating landfill gas system piping	Updated to the current procedure of 5 days’ notice. Removed the operator requirement to provide a fill plan.
31	<ul style="list-style-type: none"> Identified routine inspection start time of 6:00 am Reference to inspection report template in Exhibit E 	<ul style="list-style-type: none"> Updated to reflect actual operational hours: “...performed early in the day between 7:30am and 9:00am” Added that staff may also use a digital application to record inspection findings
33	Specified use of Survey Monkey and Zapier for odor notification submittal and response	Removed names of specific applications for flexibility in utilizing other/additional services as necessary
36	Reference to inspection report template in Exhibit E	Added that staff may also use a digital application to record inspection findings and that reporting templates may be updated as needed
37	Odor Notification Investigation Report Procedures out of date	Procedure numbers 2 and 3 were replaced with a new procedure related to the odor system’s reverse trajectory model
Appendix C	Odor Impact Minimization Plan dated April 2018	Updated with the OIMP dated June 2023; this will be updated in the future as required by the Solid Waste Facility Permit
Appendix E	Paper forms for On- and Off-Site Monitoring Event Summaries	Added ‘Subject to revision by the facility and may be held as a digital record’ consistent with other sections of the SWOP

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 13, 2025**
FROM: **SCOTT SCHOLZ / ERIC ODDO** 
SUBJECT: **ITEM 9B: FY 2025/26 TIPPING FEE INCREASE EVALUATION**

RECOMMENDED ACTION:

1. Receive a report from, and provide direction to, staff regarding a general tip fee increase for FY 2025/26.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

As a covenant of the Series 2022 MRF and landfill improvement bonds, the WPWMA is obligated to demonstrate it generates net revenues equal to at least 125% of the annual debt service after paying operating and maintenance costs (referred to as "Coverage"). To buffer against economic volatility and ensure continued compliance with this covenant, staff recommend the WPWMA target a Coverage value closer to 135%. The Coverage value is a key metric staff relies on when evaluating the WPWMA's economic position and need for adjustments to the tipping fee structure.

To model the WPWMA's projected financial position over the next several years, staff updated the Financial Forecast to reflect current waste quantity trends as well as increased direct labor costs associated with hiring a General Manager and additional staff, increased legal counsel fees associated with hiring outside General Counsel, reduced management and administrative costs allocated to the WPWMA by the Placer County Department of Public Works, and payments from the CalRecycle Organics Grant. Due to the uncertainty of realizing additional revenues from potentially citing compatible technologies on the WPWMA's campus, future use of the WPWMA's landfill gas resource, and increased materials from customers interested in utilizing the WPWMA's SB 1383-compliant MRF, staff have not included these possible future revenue sources in the Financial Forecast.

A summary of the Financial Forecast projections are presented in Exhibit A and are based on the following assumptions:

1. To the degree possible, target modest, consistent annual rate increases at or below the annual rate of inflation as measured by changes in the Consumer Price Index. For reference, the year over year inflation rate in 2024 was 2.8%¹ as reported by the U.S. Bureau of Labor Statistics.
2. No significant deviations from current material receipt rates/trends and operational expenses.
3. Utilization of \$1 million from the Rate Stabilization Fund in FY 2025/26 as a one-time augmentation of operational revenues.

¹ Source: Consumer Price Index for all Urban Consumers, San Francisco-Oakland-Hayward, all items (www.bls.gov)

4. MRF improvements completed by July 2025 and increased material diversion rates fully realized by September 2025.
5. Approximately \$7.1 million in CalRecycle Organics Grant funding received in FY 2024/25; balance of approximately \$2.9 million received in FY 2025/26.
6. Fully pay off the Series 2022B (landfill) bonds at the earliest call date of July 2027 utilizing approximately \$6.9 million from the Rate Stabilization Fund.

Additionally, there are a number of factors which could influence the Coverage factor over the next several years, positively and negatively, including:

1. Increased inflation or other broader economic volatility could increase operational costs beyond staff's projections or put downward pressure on the overall economy resulting in lower than anticipated tonnages.
2. Changes in facility usage patterns from customers not currently subject to flow commitment agreements with the WPWMA.
3. Increased operational and administrative costs associated with new or changing regulatory requirements.
4. Receipt of grant funding to partially offset future capital and operating costs.
5. Development of on-site compatible technologies or operations resulting in increased rent and royalties to the WPWMA.
6. Increased interest by entities outside the WPWMA's service area to utilize otherwise uncommitted material processing capacity.

Based on the factors noted above, staff recommend the WPWMA implement a 2.5% general tipping fee increase effective July 1, 2025. Should your Board concur, staff will prepare the necessary documents and schedule a public hearing to consider the recommended tipping fee increase at the March 13, 2025 meeting.

ENVIRONMENTAL CLEARANCE:

The recommended action is not considered a "project" under the California Environmental Quality Act.

FISCAL IMPACT:

There is no direct fiscal impact associated with the recommended action.

Based on anticipated facility usage and material projections, staff estimate a tip fee adjustment of 2.5% could increase the WPWMA's annual revenues by approximately \$1.2 million. As noted above, implementing this tip fee adjustment puts the WPWMA in a stronger position to pay off the landfill bonds early which could save the WPWMA approximately \$2.8 million in future interest payments.

Strictly for the purposes of context, preliminary analysis suggests that a 2.5% tip fee increase could translate to an increase of approximately \$0.50 per month per household in the WPWMA's service area.

STRATEGIC PLAN/GOALS:

GOAL 5 – Maintain fiscally responsible systems.

EXHIBIT A PROJECTED REVENUES AND DEBT SERVICE COVERAGE


	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29
Tip Fee Adj.	2.5%	2.5%	2.5%	2.5%	1.0%
Gross Revenues	\$57,245,038 ^A	\$53,874,196 ^B	\$53,839,775	\$61,702,788 ^C	\$56,149,181
O&M Costs	\$38,152,639	\$42,450,255	\$43,262,335	\$51,328,458	\$45,637,200
Net Revenues	\$19,092,399 ^A	\$11,423,941	\$10,577,440	\$10,374,329 ^C	\$10,511,981
Debt Service	\$7,747,500	\$7,748,750	\$7,751,750	\$7,751,000	\$7,051,500 ^D
Coverage	246%	147%	136%	134%	149%

Notes:

- A. Gross and net revenues reflect estimated tipping fees based on actual tipping fees through January 12, 2025, actual receipt of ~\$6 million in organics grant revenue, and projected \$1.1 million in organics grant revenue before the end of the fiscal year.
- B. Includes \$1 million transfer from the Rate Stabilization Fund and approximately \$2.95 million as the final reimbursement from the organics grant.
- C. Includes an approximately \$6.9 million transfer from the Rate Stabilization Fund to fully pay off and retire the Series 2022B (landfill) bonds.
- D. Reduced annual debt service by virtual of early retirement of Series 2022B (landfill) bonds.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 13, 2025**
FROM: **SCOTT SCHOLZ / ERIC ODDO** 
SUBJECT: **ITEM 9C: APPROVAL OF A PURCHASE AND SALE AGREEMENT
WITH SIERRA COLLEGE FOR PURCHASE OF WPWMA PROPERTY**

RECOMMENDED ACTION:

1. Authorize the Chair to execute a Purchase and Sale Agreement (PSA) with Sierra Joint Community College District (Sierra College) for the purchase by Sierra College of approximately 50 acres of property on the WPWMA's campus located west of Fiddymment Road, north of Sunset Blvd. West and south of the Pacific Gas and Electric (PG&E) high voltage transmission lines at a cost of \$22,000 per acre, subject to WPWMA Counsel concurrence.
2. Authorize the General Manager to take all such actions as may be necessary or appropriate to implement the terms of the PSA, including, without limitation, approval of the legal description of the identified property to be purchased and approval of a final sale price based on that legal description.
3. Determine that the requested actions are each exempt, each on a separate and independent basis, from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Sections 15301, 15061(b)(3), and 15306.

BACKGROUND:

Since January 2023, staff have been meeting regularly with representatives of Sierra College to discuss the concept of Sierra College purchasing a portion of the WPWMA's western expansion property, west of Fiddymment Road, for the purposes of constructing and operating a proposed Regional Public Safety Training Center (RPSTC).

At the December 14, 2023, your Board provided direction to staff that served as a basis for continued discussions between the parties. Since that time, WPWMA and Sierra College representatives have negotiated a mutually agreeable sales price of \$22,000 per acre and identified two possible locations for the proposed approximately 50-acre RPSTC based on whether the property would be accessed from Fiddymment Road or Sunset Blvd. West. The general location of the two potential sites is depicted in Exhibit A. Both potential sites preserve the future Fiddymment Road-Placer Parkway intersection for the WPWMA's future potential benefit.

WPWMA and Sierra College representatives negotiated the attached PSA (Exhibit B). Following execution of the PSA by both parties, Sierra College will be required to deposit into an escrow account a deposit of \$100,000¹ and will have seven hundred (700) days to conduct all the necessary studies, including environmental review in accordance with the California Environmental Quality Act, before deciding whether to proceed with the purchase and selection of the preferred location. At that time, if Sierra

¹ Of the \$100,000 deposit, \$33,000 shall be non-refundable if Sierra College terminates the PSA after the end of the Contingency Period. Except for termination based on WPWMA's default, if Sierra College terminates the PSA prior to the end of the Contingency Period, the Deposit shall be non-refundable up to \$15,000 as reimbursement for WPWMA's documented staff costs.

College elects to proceed with the purchase, it will be required to prepare a proposed legal description and related conveyance documents for the property, for the WPWMA's review and approval, agree to purchase the property "as-is", and remit the balance of the purchase price to the WPWMA at close of escrow.

The proposed PSA provides the WPWMA with a ninety-nine (99) year right of first refusal to acquire the property and improvements at fair market value should Sierra College receive a bona-fide purchase offer from a non-affiliated, third-party buyer. Furthermore, should Sierra College fail to initiate and diligently prosecute construction of the proposed RPSTC within ten (10) years of executing the PSA, the WPWMA has the right retake possession of the property upon return of the purchase price without interest. Finally, Sierra College has agreed to design and operational restrictions related to any potential outdoor rifle range and aircraft overflight path of travel.

ENVIRONMENTAL CLEARANCE:

The Board's actions approving the proposed sale and authorizing the execution and implementation of the PSA are each exempt from environmental California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15301. This section provides an exemption for activities where there is negligible or no expansion of existing or former use. The Board's actions authorize only the sale of the property subject to the provisions of the PSA and do not approve any project on the sale property. Any future use by Sierra College on the sale property will be subject to separate environmental review consistent with CEQA. On a separate and independent basis, the Board's actions are also each exempt from CEQA review under CEQA Guidelines Section 15061(b)(3) as CEQA applies only to projects which have the potential for causing a significant effect on the environment. As the Board's actions authorize only the sale of the property subject to the provisions of the PSA with future use by Sierra College, if any, subject to separate environmental review consistent with CEQA, it can be seen with certainty that there is no possibility that the proposed sale may have a significant effect on the environment. On a further separate and independent basis, any investigation and evaluation work performed by Sierra College pursuant to the PSA is exempt from CEQA review under CEQA Guidelines Section 15306. The proposed work consists of basic data collection and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

FISCAL IMPACT:

The WPWMA could realize a total value of \$1.1 million by virtue of the sale of 50 acres of its property to Sierra College. These funds would not be available to the WPWMA until the close of escrow approximately two years following the execution of the proposed PSA.

STRATEGIC PLAN/GOALS:

GOAL 5 – Maintain fiscally responsible systems

ATTACHMENT: EXHIBIT A: SITE MAP
EXHIBIT B: PROPOSED PURCHASE AND SALE AGREEMENT

OPTION 1

ALLOWABLE DIRECTION
FOR PROPOSED OUTDOOR
SHOOTING RANGE



NOTES:
1. PROPOSED SHOOTING RANGE SHALL ONLY FIRE TOWARDS WESTERN BOUNDARY OF THE PROPERTY, AVOIDING ALL RANGES OF PROJECTION THAT CROSS SUNSET BOULEVARD WEST AND FIDDYMENT ROAD.

NO.	DESCRIPTION	ENGR. INT.	DRAWN BY: AC DESIGN BY: - CHECKED BY: EO DATE: December 11, 2024
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SCALE: 1" = 300'



WESTERN PLACER WASTE MANAGEMENT AUTHORITY 3013 FIDDYMENT ROAD ROSEVILLE, CALIFORNIA 95747 (916) 543-3960 www.wpwma.ca.gov	
SIERRA COMMUNITY COLLEGE REGIONAL PUBLIC SAFETY TRAINING CENTER - OPTION 1	
PROJECT #	1
DRAWING	1
SHEET	1 OF 2

OPTION 2

ALLOWABLE DIRECTION
FOR PROPOSED OUTDOOR
SHOOTING RANGE



NOTES:
1. PROPOSED SHOOTING RANGE SHALL ONLY FIRE TOWARDS WESTERN BOUNDARY OF THE PROPERTY, AVOIDING ALL RANGES OF PROJECTION THAT CROSS SUNSET BOULEVARD WEST AND FIDDYMENT ROAD.

NO.	DESCRIPTION	ENGR. INT.	DRAWN BY: AC DESIGN BY: - CHECKED BY: EO DATE: December 11, 2024
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WESTERN PLACER WASTE MANAGEMENT AUTHORITY 3013 FIDDYMENT ROAD ROSEVILLE, CALIFORNIA 95747 (916) 543-3960 www.wpwma.ca.gov	
SIERRA COMMUNITY COLLEGE REGIONAL PUBLIC SAFETY TRAINING CENTER - OPTION 2	
PROJECT #	2
DRAWING	2
SHEET	2 OF 2

PURCHASE AND SALE AGREEMENT

By and Between

Sierra Joint Community College District as Buyer

And

Western Placer Waste Management Authority as Seller

PURCHASE AND SALE AGREEMENT

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of _____, 202__ (“**Effective Date**”), is entered into by and between Sierra Joint Community College District (“**Buyer**”), and Western Placer Waste Management Authority, a joint powers authority (“**Seller**”). Buyer and Seller are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is the owner of approximately 154.6 acres of real property located in the County of Placer, State of California, and identified as Assessor’s Parcel Number (APN) 017-062-003-000 (“**Seller’s Property**”). Buyer desires to purchase approximately a fifty (50) acre portion of Seller’s Property, as depicted in either one of two set forth in **Exhibit A** (each “**Property Location**”); and

WHEREAS, Buyer intends to select the preferred Property Location and prepare a legal description prior to the Close of Escrow which will be incorporated as **Exhibit B** to this Agreement (the “**Property**”); and

WHEREAS, Seller and Buyer are each public agencies working to meet the current and future needs of residents in Placer County, and the agencies have a mutual interest in promoting public safety as a critical quality-of-life factor for Placer County residents; and

WHEREAS, current projections demonstrate an urgent need to increase the education and training of workers to meet future demands for public safety professionals in Placer County; and

WHEREAS, law enforcement, fire, and emergency medical agencies serving Placer County lack a modern public safety training center for continuing education, regular training, and practiced coordination to ensure that the residents and institutions of Placer County remain safe and secure; and

WHEREAS, the lack of a local public safety training center in Placer County reduces access to training opportunities and increases costs for local public safety agencies; and

WHEREAS, the establishment of a regional public safety training center is a critical investment in our community's resilience to growing risks due to wildfires, cyber threats, and natural disasters; and

WHEREAS, Buyer has led a regional, multi-party effort to plan for a modern, regional public safety training center to educate and offer hands-on training to community college students and support the training needs of area fire departments, law enforcement agencies, and emergency medical providers; and

WHEREAS, Buyer intends to use and develop the Property for use as a regional public training center ("Project"); and

WHEREAS, the development and use of the Property in this manner is a project for the purposes of the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 *et seq.*). Buyer intends to undertake and complete the environmental review process as required by CEQA prior to Close of Escrow. Any future development and use of the Property is contingent on compliance with CEQA; and

WHEREAS, the Parties do not intend for this Agreement to bind Buyer to any particular course of action regarding use of the Property, prohibit Buyer from considering any feasible mitigation measures and alternatives when complying with CEQA for the Project, including the No Project Alternative, or prohibit Buyer from denying any proposed project that it might ultimately consider; and

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller in accordance with and upon the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Agreement to Sell and Purchase; Effective Date.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, based on the terms and subject to the conditions set forth in this Agreement. The Effective Date of this Agreement is stated in the preamble and is the date upon which this Agreement is executed by both Buyer and Seller. Seller shall transmit a fully executed original of this Agreement to Buyer and shall transmit a copy of the fully executed Agreement to Escrow Agent as defined in Section 5. For the purposes of this Agreement, the Property shall include the following:
 - A. All privileges and appurtenances pertaining to the Property, including all appurtenant rights, title, and interest of the Seller in or to adjacent streets, alleys or right(s) of way.
2. **Purchase Price.** The purchase price for the Property shall be Twenty-Two Thousand Dollars (\$22,000.00) per acre ("**Purchase Price**").
3. **Deposit.** Within five (5) business days of the Effective Date, Buyer shall deposit with the Escrow Agent (as defined below) One Hundred Thousand Dollars (\$100,000.00) as a deposit ("**Deposit**"), which shall remain in Escrow until Closing. No portion of the Deposit shall be released to Seller before Closing. The Deposit, and any interest earned, shall be applied to the Purchase Price. Except for termination due to default by Seller, Thirty-Three Thousand Dollars (\$33,000.00) of the Deposit shall be non-refundable if Buyer terminates this Agreement following the expiration of the Contingency Period. Except for termination due to default by Seller, if Buyer terminates this Agreement prior to expiration of the

Contingency Period, the Deposit shall be non-refundable up the amount of reasonable and documented costs of Seller associated with the transaction that is the subject of this Agreement, up to a maximum of Fifteen Thousand Dollars (\$15,000.00).

4. **Condition of Title.** At the Close of Escrow, Seller shall convey fee simple title to the Property to Buyer by grant deed, subject only to the following exceptions (collectively, the “**Permitted Exceptions**”) defined below, and shall cause the Escrow Agent’s title insurer to issue the “**Buyer’s Title Policy**” described in Section 7:
 - A. Taxes for the fiscal year in which the escrow for conveyance of the Property closes, which shall be prorated as of the Close of Escrow and handled in accordance with Section 5086 of the California Revenue and Taxation Code.
 - B. Permitted Exceptions shall mean the items in the Preliminary Title Report for the Property to be issued by Title Company and such additional matters as may be approved by the Buyer as set forth below.
 - C. Without limiting the generality of the foregoing, Seller shall convey the Property to Buyer free and clear of all monetary liens and encumbrances (except those created by Buyer), including without limitation, liens relating to delinquent taxes and assessments, deeds of trust, and other security instruments.
5. **Escrow; Escrow Instructions.** The Parties shall open an escrow to consummate the purchase and sale of the Property pursuant to this Agreement at the office of First American Title located at 915 Highland Pointe Drive, Suite 140, Roseville, CA 95678 (“**Title Company**” or “**Escrow Agent**”). Upon the opening of escrow, the Parties shall deposit with the Escrow Agent an executed copy of this Agreement, which shall serve as the joint escrow instructions of Buyer and Seller for this transaction, together with such additional instructions consistent with the terms of this Agreement as may be executed by either or both Parties and delivered to the Escrow Agent.
6. **Payment of Purchase Price.** The Purchase Price shall be payable by Buyer to Seller as follows:
 - A. On or before the Close of Escrow, Buyer shall deposit with Escrow Agent the balance of the Purchase Price less the Deposit and any interest earned in immediately available funds.
7. **Title Documents.** No later than Seven (7) business days following the Effective Date, Seller shall deliver to Buyer a preliminary report of title for the Seller’s Property (“**Preliminary Report**”). Buyer shall approve or disapprove each title exception, as set forth in the Preliminary Report by written notice to Seller within Twenty (20) calendar days of receiving the Preliminary Report. Buyer’s failure to provide written notice of objection to any exception listed in the Preliminary Report within such time period shall be deemed to be Buyer’s approval of title exceptions to the Property.

If Buyer objects to any title exception, Seller shall use its best efforts to remove from title or otherwise satisfy each such exception no later than Twenty (20) calendar days after Seller

receives Buyer's notice of disapproval and in a form that is reasonably satisfactory to Buyer. If necessary, Seller shall have until the Close of Escrow to remove those title exceptions which the Seller agrees to remove. If Seller, after commercially reasonable efforts to remove or have eliminated from title, is unable to remove or satisfy any title exception to the satisfaction of Buyer, Buyer shall have the option, in its sole discretion, to terminate this Agreement, or to accept title subject to such exception. Subject to Section 3 herein, if Buyer elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of Buyer shall be returned to Buyer, including the Deposit, and thereafter neither Seller nor Buyer shall have any further obligations hereunder except as expressly set forth herein.

It shall be a condition to the Close of Escrow that Title Company shall deliver to Buyer no later than Five (5) business days prior to the Close of Escrow, a title commitment for a California Land Title Association ("CLTA") Standard Coverage Policy ("**Title Policy**") (or at Buyer's election, an American Land Title Association ("ALTA") Extended Coverage Policy) to be issued by Title Company in the amount of the Purchase Price, for the benefit and protection of Buyer, showing fee simple title to the Property vested in Buyer, subject only to the Permitted Exceptions and the standard preprinted exceptions for the form of policy selected by Buyer, including such endorsements as may reasonably be requested by Buyer, and committing Title Company to issue the Title Policy to Buyer upon the Close of Escrow.

If the Buyer elects to obtain an ALTA Extended Coverage Policy, the printed exceptions and exclusions to the Buyer's Title Policy would be those common to ALTA Extended Coverage Policies other than the "arbitration" provisions which shall be deleted.

If the title insurer issues a supplemental or amended preliminary report by reason of an ALTA Survey requested by Buyer, then the Buyer shall have Twenty (20) business days from the Buyer's receipt of supplemental or amended preliminary report to notify Seller of any objection the Buyer has to any new matter(s) shown. Buyer's failure to provide written notice of objection to any new matter within such time period shall be deemed to be Buyer's approval of new matter. If Buyer objects to any new matter(s), Seller shall use its best efforts to remove from title or otherwise satisfy each such exception no later than Twenty (20) business days after Seller receives Buyer's notice of disapproval. If necessary, Seller shall have until the Close of Escrow to remove those title exceptions which the Seller agrees to remove. If Seller, after commercially reasonable efforts to remove or have eliminated from title, is unable to remove or satisfy any title exception to the satisfaction of Buyer, Buyer shall have the option, in its sole discretion, to terminate this Agreement, or to accept title subject to such exception. Subject to Section 3 herein, If Buyer elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of Buyer shall be returned to Buyer, including the Deposit, and thereafter neither Seller nor Buyer shall have any further obligations hereunder except as expressly set forth herein.

8. Closing Documents and Funds.

- A. **Seller.** By no later than One (1) business day prior to the Close of Escrow, Seller shall deposit into escrow all of the following:

- i. Grant Deed duly executed and acknowledged.
 - ii. Seller's certificate of non-foreign status (FIRPTA).
 - iii. Seller's California Form 593-W or Seller's affidavit that Seller is exempt from the withholding provisions of California Revenue and Taxation Code, and that neither Buyer nor Escrow Agent is required to withhold any amount from the Purchase Price pursuant to such provisions.
 - iv. Such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.
- B. Buyer.** By no later than One (1) business day prior to the Close of Escrow, Buyer shall deposit into escrow all of the following:
- i. Immediately available funds in the amount equal to (a) the Purchase Price less the Deposit and any interest earned thereon, and adjusted by any prorations between the Parties, and (b) funds in the amount necessary to pay closing costs as set forth in Section 11.
 - ii. Such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.
- 9. Close of Escrow.** Provided that (a) all contingencies described in this Agreement have been satisfied, and (b) all of Buyer's and Seller's conditions to closing have been satisfied or waived by the applicable Party, escrow shall close in accordance with the terms and conditions hereof ("Close of Escrow" or "Closing"). Escrow shall close on a date selected by Buyer upon reasonable notice to Seller and Escrow Holder but no later than thirty (30) days following the end of the expiration of the Contingency Period (defined in Section 15) (such Buyer-selected date, the "Scheduled Closing Date") unless this Agreement is terminated pursuant to the terms hereof or extended by mutual agreement of the Parties. Notwithstanding Section 13(vi), in the event the Contingency Period has expired and the conditions of close described in this Agreement have not been satisfied, escrow shall automatically terminate, unless otherwise extended by mutual agreement of the Parties in writing.
- 10. Recording of Documents and Delivery of Funds.** On receipt of the funds and instruments described in Sections 4 and 8, and on satisfaction of the conditions precedent to Close of Escrow, the Escrow Agent on the Scheduled Closing Date, must:
- A.** Cause the Grant Deed to be recorded in the official records of Placer County, California.
 - B.** Issue the Title Policy described in Section 7 and deliver same to Buyer.

- C. Deliver to Seller the monies constituting the Purchase Price less prorated amounts and charges to be paid by Seller.
 - D. Deliver to Buyer a conformed copy of the Grant Deed indicating recording information thereon. Possession of the Property shall be delivered to Buyer at the Close of Escrow.
11. **Closing Costs.** Buyer shall pay all recording fees related to the purchase and sale of the Property, and Seller shall pay any transfer taxes. Seller and Buyer shall each pay one-half (1/2) of the cost of a CLTA Standard Coverage Policy. Buyer shall pay the cost of any additional premium for an ALTA Extended Coverage Policy, the cost of any ALTA survey, and the cost of any endorsements to the Title Policy. Seller and Buyer shall each pay one-half (1/2) of the escrow fees and document preparation costs. Seller and Buyer shall each pay its own legal and consulting fees incurred with regard to this transaction.
12. **Prorations.** Property taxes and assessments shall be prorated as of the Close of Escrow on basis of a 30-day month.
13. **Buyer's Conditions to Closing.** The Close of Escrow and Buyer's obligation to purchase the Property are conditioned upon satisfaction (or Buyer's waiver, exercisable in Buyer's sole discretion) of each of the following:
- A. The performance by Seller of each obligation to be performed by Seller under this Agreement within the applicable time period, or the waiver by Buyer of such obligation.
 - B. Seller's representations and warranties contained in this Agreement being true and correct as of the Effective Date and the Close of Escrow.
 - C. The commitment by Title Company to issue and deliver the Title Policy in the form reasonably required by Buyer pursuant to Section 7, subject only to the Permitted Exceptions.
 - D. Buyer's acceptance (or waiver) of all contingencies pursuant to Section 15.
 - E. 45 days have passed from the Buyer's filing of a Notice of Determination regarding the construction of the training facility as required by Public Resources Code section 21152.
 - F. In the event litigation is filed regarding this Agreement or the Public Safety Training Center, Escrow shall be extended until such litigation is resolved.
14. **Studies, Reports, and Investigations.** Within Five (5) business days following the Effective Date, Seller shall deliver or make available to Buyer, which may include providing Buyer with electronic links, the materials and documents described in **Exhibit C** attached hereto, to the extent within Seller's possession or control ("Property

Documents”). Seller makes no representation or warranty as to the accuracy or completeness of any of the Property Documents that were not prepared by Seller.

15. Buyer's Title Contingencies and Contingency Period.

A. Contingency Period.

- i. During the period commencing on the Effective Date and ending seven hundred (700) calendar days thereafter (“**Contingency Period**”), Buyer may review the condition of the Property and at Buyer’s expense, conduct any and all appropriate geological, engineering, safety and other inspections, investigations and review of the Property it determines necessary or as required by state and local law, and analysis of the Property Documents, including without limitation any additional reviews and analyses of the physical and environmental condition of the Property pursuant to Section 14 or the suitability, potable water and sewer capacity of the Property, so as to ensure the Property complies with state and local requirements applicable to Buyer’s proposed use of the Property.. Buyer may consult with or retain civil engineers, contractors, soils, and geologic engineers, architects, and other specialists in its investigation, and may consult with or retain other consultants to determine if the Property is suitable for Buyer's intended use.
- ii. Buyer will also review and accept the condition of title of the Property pursuant to Section 6 during the Contingency Period.
- iii. Buyer’s obligation to purchase the Property is conditioned upon the following:
 - a. Buyer’s approval or satisfaction with the physical condition of the Property and all tests, inspections, and studies to be conducted by Buyer, including without limitation any environmental assessments and all other conditions precedent described in Section 12.
 - b. Buyer’s determination that the Property is suitable for Buyer’s intended uses.

B. Other Matters; Document Inspections. During the Contingency Period, Buyer may inspect, examine, survey, and review any other matters concerning the Property, including without limitation, all Property Documents and the Property’s conformity with all applicable laws and regulations.

C. Disapproval of Property Condition. Should Buyer fail to approve the Property condition, or any matters related to the Property at any time prior to the end of the Contingency Period, Buyer shall have the right, exercisable by giving written notice to Seller, to either (i) notify Seller of the disapproved property condition and allow Seller fourteen (14) days from receipt of said notice to cure the disapproved condition(s) to Buyer’s satisfaction otherwise this Agreement shall terminate and Buyer shall, subject to Section 3 herein, be entitled to a full refund of the Deposit, or (ii) cancel the escrow and terminate this Agreement. Subject to Section 3 herein,

If Buyer elects to terminate this Agreement, all refundable funds and documents deposited into Escrow by or on behalf of Buyer shall be returned to Buyer, and thereafter neither Seller nor Buyer shall have any further obligations hereunder except as expressly set forth herein.

- D. Contingency Period Extension.** The Parties, for any reason they may so mutually agree, and only by agreement in writing, may further extend the Contingency Period beyond the times pursuant this Section 15.

- 16. Right of Entry; Insurance; Indemnity.** During the Contingency Period, Buyer and Buyer's employees, agents, consultants, and contractors (collectively, "**Buyer's Representatives**") shall have the right, upon reasonable notice to Seller, to enter upon the Property for the purpose of conducting such inspections, surveys, testing and examination (including without limitation soils, engineering and groundwater testing) of the Property as required by Buyer in the exercise of Buyer's reasonable judgment. Buyer's inspection, examination, survey, and review of the Property shall be according to the terms of the executed Site Access Agreement between the Parties, attached hereto as **Exhibit E**.

Buyer agrees to indemnify Seller and hold Seller harmless from and against all liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs of litigation) resulting from Buyer's or Buyer's Representatives' entry upon the Property, except to the extent that such liability, loss, cost, damage or expense arises as a result of the negligence or other wrongful conduct of Seller or its agents or arises from the discovery of any latent conditions in the Property or the discovery of Hazardous Materials (defined in Section 20.1) in, on or under the Property that were not previously identified.

- 17. Identification of Property Location.** Prior to the end of the Contingency Period, Buyer shall evaluate and select the desired Property Location and retain a licensed and qualified surveyor to prepare a proposed legal description and any other documents required for the conveyance of the Property ("Conveyance Documents") which shall be provided to Seller for review and approval. Subject to Seller's reasonable approval, Conveyance Documents shall be attached as exhibit(s) to the Grant Deed. As noted above, the approximate size of the Property is 50 acres. The identified Property Location shall be in approximately one of the Property Locations depicted in Exhibit A. The Parties acknowledge their mutual understanding that conveyance of the identified Property is exempt from preparing a parcel map, subdivision map, or similar instrument under the Subdivision Map Act (Government Code Section 66410 *et seq*, the "SMA") and qualifies as an exempt transfer under Government Code Section 66428. To the extent that any approvals from a public agency for the conveyance are required under the SMA, local ordinance, or otherwise, obtaining such approvals shall be the sole responsibility of Buyer. Notwithstanding, to the extent that any such approval is required, Seller agrees to reasonably cooperate with Buyer and execute any forms or documents regarding Buyer's authority to seek approval from a public agency for conveyance.

- A. Seller Review of Legal Descriptions.** Seller shall have fourteen (14) days after receipt of the Conveyance Documents to provide Buyer with Seller's reasonable approval of the Conveyance Documents or provide Buyer with reasonable written objections thereto. The written objections shall identify the specific contents of the

Conveyance Documents which Seller finds objectionable. Seller's failure to provide its written approval or objections within the 14-day period shall be deemed approval of the Conveyance Documents. Buyer shall review any Seller objections and either revise the Conveyance Documents to satisfy Seller's objections or notify Seller that Buyer disagrees with some or all of Seller's objections. To the extent Buyer disagrees with some or all of Seller's objections, and within five (5) calendar days of Buyer's notice to Seller, the Parties shall meet and confer to discuss the Conveyance Documents and shall in good faith attempt to resolve any reasonable objections thereto.

- B. Legal Descriptions for Grant Deeds.** Upon Seller's approval for the Conveyance Documents, Buyer shall provide to Seller the approved Conveyance Documents for the Property, which shall be attached as an Exhibit to the Grant Deed prior to execution by Seller.

- 18. Seller's Conditions to Closing.** The Close of Escrow and Seller's obligation to sell the Property pursuant to this Agreement are conditioned upon: (i) the performance by Buyer of each obligation to be performed by Buyer under this Agreement within the applicable time period, or waiver by Seller of such obligation; and (ii) Buyer's representations and warranties contained in this Agreement being true and correct as of the Effective Date and the Close of Escrow.

- 19. Seller's Representations and Warranties.** Seller represents and warrants to Buyer that the statements set forth in this Section 18 are true and correct as of the Effective Date, and shall be true and correct as of the Close of Escrow. Seller shall notify Buyer of any facts that would cause any of Seller's representations contained in this Agreement to be untrue as of the Close of Escrow.

- A. Authority; Due Execution; Enforceability.** Seller has the full right, power and authority to execute, deliver, and perform all obligations of Seller under this Agreement and all other instruments delivered or to be delivered by Seller prior to or concurrently with the Close of Escrow (collectively, the "**Documents**"), and the execution, delivery, and performance of this Agreement and the Documents by Seller have been duly authorized by all requisite actions. The persons executing this Agreement and the Documents on behalf of Seller have been duly authorized to do so. This Agreement and the Documents constitute valid and binding obligations of Seller, enforceable in accordance with their respective terms.
- B. No Conflict.** Seller's execution, delivery, and performance of its obligations under this Agreement and the Documents will not constitute a default or a breach under any contract, agreement or order to which Seller is a party, by which Seller is bound, or which affects the Property or any part thereof.
- C. No Litigation or Other Proceeding.** No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder, or delay the ability of Seller to perform its obligations under this Agreement or any Documents.

- D. **No Bankruptcy.** Seller is not the subject of a bankruptcy or insolvency proceeding.
- E. **Title.** This Agreement and the Documents are collectively sufficient to transfer all of Seller's right, title, and interest in and to the Property. To Seller's current actual knowledge, no person or entity has any right, title, or interest in or to the Property or any portion thereof other than as set forth in the Title Report or disclosed in writing to Buyer.
- F. **Governmental Compliance.** Except as disclosed in writing to Buyer, Seller has not received any notice from any governmental authority of any threatened or pending violation of governmental regulations concerning the Property that have not previously been corrected.
- G. **Non-Foreign Certification.** Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulation promulgated thereunder, and Seller is not subject to withholding under California Revenue and Taxation Code Section 18662.
- H. **Agreements Affecting Property.** Except as disclosed in writing to Buyer, no oral or written contracts, licenses, rental agreements, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force that will remain in effect as of the Close of Escrow.

20. **Hazardous Materials.**

20.1 **Definitions.**

(A) **Hazardous Materials.** As used in this Agreement, "**Hazardous Materials**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, perchlorate, and methyl tertiary butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

(B) **"Environmental Laws".** means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or

animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. WatCode § 13000 *et seq.*), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Saf. Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Saf. Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health & Saf. Code § 25300 *et seq.*).

20.2 Disclosure. Section 25359.7 of the California Health and Safety Code requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substance has come to be located on or beneath the real property to provide written notice of such to a buyer of the real property. Seller is not aware of any release of hazardous substance on or beneath the Property. Buyer (a) acknowledges Buyer's receipt of the foregoing notice given pursuant to Section 25359.7 of the California Health and Safety Code, and (b) after receiving advice of Buyer's legal counsel, waives any and all rights Buyer may have to assert that Seller has not complied with the requirements of Section 25359.7 of the California Health and Safety Code. The representations, warranties and agreements set forth in this section shall survive the consummation of the transactions contemplated hereby.

20.3 No Additional Representations. Buyer acknowledges and agrees that, except as expressly provided in this Agreement, Seller has not made, does not make, and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, of, as to, concerning, or with respect to: (i) the size and dimensions of the Property; (ii) the suitability of the Property for Buyer's intended use, including availability and adequacy of water, sewage, fire protection, and utilities; (iii) matters relating to title to the Property; (iv) compliance of the Property with governmental laws, statutes, rules, regulations, ordinances, or restrictions or requirements concerning the Property, (iv) natural hazards, including flood plain issues, currently or potentially concerning or affecting the Property; or (v) the physical, economic and environmental condition of the Property.

20.4 AS-IS Purchase. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS, THAT NO PATENT OR LATENT DEFECTS ON THE PROPERTY WHETHER KNOWN NOW OR DISCOVERED LATER SHALL AFFECT THIS AGREEMENT, AND THAT OTHER THAN AS EXPRESSLY PROVIDED IN

SECTIONS 19 AND 20, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR SELLER'S REPRESENTATIVES AS TO ANY MATTERS CONCERNING THE PROPERTY.

Buyer's Initials _____

20.5 Release by Buyer. Buyer, on behalf of itself and its successors and assigns hereby waives, releases, remises, acquits and forever discharges Seller, its elected and appointed officials, employees, agents, and any other person acting on behalf of Seller, from any and all claims, actions, causes of action, legal or administrative proceedings, demands, rights, damages, costs, expenses and compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with:

- (i) The physical condition of the Property.
- (ii) The condition of title to the Property.
- (iii) The Property's compliance with any applicable federal, state, or local law, rule, or regulation.
- (iv) Any other aspect of the Property.

However, this release does not apply to Seller's breach of any of the representations and warranties of Seller set forth in this Agreement or to claims arising from or attributable to a material matter actually known to Seller (excluding constructive notice), and (a) not disclosed to Buyer, and (b) not discovered by Buyer prior to the Close of Escrow. In connection with foregoing waiver and release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

Buyer's Initials _____

This Section 20.5 shall survive the Close of Escrow and the termination of this Agreement.

21. Seller's Covenants. Seller covenants that from the Effective Date and through the Close of Escrow, Seller:

- A. Shall not create or permit any liens, encumbrances, or easements to be placed on the Property, other than Permitted Exceptions.

- B. Shall not enter into or renew, replace, or modify any agreement regarding the use, sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Buyer or the Property after the Close of Escrow absent the prior written consent of Buyer.
- C. Shall maintain the Property in its condition as of the Effective Date, ordinary wear and tear excepted, and shall manage the Property substantially in accordance with Seller's established practices.
- D. Shall make no material alteration to the Property without Buyer's prior written consent.
- E. Shall immediately notify Buyer if Seller becomes aware of a factual basis for any condemnation, environmental proceeding, special assessment proceeding, zoning action, land use or other litigation or proceeding against Seller or the Property that could detrimentally affect the Property or the use, ownership, development, sale, or value of the Property.

22. **Buyer's Representations, Warranties and Covenants.** Buyer represents, warrants, and covenants that this Agreement and all other documents delivered in connection herewith, prior to or at the Close of Escrow:

- (v) Have been duly authorized, executed, and delivered by Buyer.
- (vi) Are binding obligations of Buyer.
- (vii) Do not violate the provisions of any agreement to which Buyer is a party.

Buyer further represents and warrants that the persons who have executed this Agreement on behalf of Buyer have been duly authorized to do so, that Buyer has the legal right to enter into this Agreement and to perform all of its terms and conditions, and that Agreement is enforceable against Buyer in accordance with its terms. Buyer further represents and warrants that (a) Buyer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Buyer is a party or by which Buyer is bound, (b) no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Buyer to perform its obligations under this Agreement, and (c) Buyer is not the subject of a bankruptcy or insolvency proceeding.

23. **Condemnation.** If, prior to the Close of Escrow, any portion of the Property shall be condemned or becomes the subject of any pending or threatened condemnation action, Seller shall promptly notify Buyer thereof. If the condemnation or the pending or threatened condemnation action relates to all, or in Buyer's reasonable opinion, a significant portion of the Property (where "significant portion" means more than Five percent (5%) of the area of the Property, any loss of parking, any loss of access, or which causes the Property not to comply with applicable law), Buyer shall have the right to

terminate this Agreement on written notice to Seller delivered within Ten (10) business days after receipt of Seller's notice. Buyer's failure to deliver such notice within such time period shall constitute Buyer's election to acquire the Property. Subject to Section 3 herein, In the event Buyer elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of Buyer shall be returned to Buyer, and all rights and obligations hereunder shall terminate except such rights and obligations that expressly survive termination of this Agreement. If Buyer does not elect to terminate this Agreement, then it shall remain in full force and effect, regardless of such condemnation or threatened or pending action, and Seller shall assign to Buyer all of its rights, if any, as owner of the condemned portion of the Property, to any condemnation award and all claims in connection therewith, and Buyer shall have the right during the pendency of this Agreement to participate with Seller in the condemnation proceeding, and after the Close of Escrow, the sole right to negotiate and otherwise deal with the condemning authority in respect of such matter.

24. **Failure to Close Due to Seller Default.** In the event the Close of Escrow and the transactions contemplated hereby do not occur as provided herein by reason of the default of Seller, Buyer may elect, as its sole and exclusive remedy, to (i) terminate this Agreement, or (ii) enforce specific performance of Seller's obligation to convey the Property, without adjustment to, or credit against, the Purchase Price. Buyer shall be deemed to have elected to terminate this Agreement (as provided in clause (i) above) if Buyer fails to deliver to Seller written notice of its intent to file a cause of action for specific performance against Seller on or before thirty (30) calendar days after written notice of termination from Seller or thirty (30) calendar days after the originally scheduled date for Close of Escrow, whichever shall occur first, or having given Seller notice, fails to file a lawsuit asserting such cause of action within sixty (60) calendar days after the originally scheduled date for Close of Escrow.
25. **Failure to Close Without Default.** If the Close of Escrow does not occur because one or more of the conditions precedent set forth in Sections 13 and 18 above, have not been satisfied or waived, and neither Party is in default, then this Agreement may be terminated by either Party or the Parties may agree to extend the date for the Close of Escrow by written agreement. If the Agreement is terminated, then the Parties will equally share the cost of the escrow cancellation fee, if any. Subject to Section 3 herein, Escrow Agent shall return the funds and documents to the Parties and neither Party shall have any further duties or obligations to the other, except as may be stated otherwise herein.
26. **Right of First Refusal.** For a period of ninety-nine (99) years from the Effective Date of this Agreement, Seller shall have a "Right of First Refusal" to acquire the Property, including any improvements located thereon, at Fair Market Value, established by an appraiser or as set forth in a bona fide offer received by the Buyer, should Buyer choose to sell all or a portion of the Property.
- A. **Notification to Seller.** Upon Buyer's receipt of a bona fide offer to purchase the Property or portion thereof ("Offer") from a party who is not affiliated with Buyer ("Third Party"), which Offer the Buyer is willing to accept, Buyer shall give notice to Seller ("Offer Notice") that Buyer intends to accept the Offer, and concurrently therewith provide Seller with a copy of the Offer.

- B. **Election of Right of First Refusal.** If Seller elects to exercise its Right of First Refusal, it shall do so by delivering to Buyer written notice of its election (“Election”) to purchase the Property or portion thereof on terms and conditions substantially the same as those set forth in the Offer within sixty (60) days after receipt by Seller of the Offer Notice. If Seller does not notify Buyer within sixty (60) days, Seller shall be deemed to have rejected the Offer and Buyer may proceed to sell the Property or portion thereof free and clear of this Right of First Refusal to the Third Party on the terms and conditions set forth in the Offer, or on terms which are better for Buyer.
- C. **Execution of Purchase Agreement.** If Seller elects to exercise its Right of First Refusal, Buyer and Seller shall promptly prepare and execute a purchase and sale agreement (“Purchase Agreement”). The Purchase Agreement shall be on a customary commercial form used where public agencies acquire property, or otherwise in a form acceptable to Buyer and Seller. Buyer and Seller shall open escrow for the Property (or portion thereof) acquisition within thirty (30) days of the Election.
- D. **Continuation of Right of First Refusal.** Upon consummation of such purchase and sale to the Third Party, this Right of First Refusal shall automatically terminate as to the Property or portion thereof sold without further notice. If, however, Buyer does not consummate a sale to the Third Party, this Right of First Refusal shall not terminate, but shall be revived and continue for the then remaining balance of the term of this Right of First Refusal.
- E. **Permitted Transfers.** This Section 26 shall not apply to any conveyance of property by Buyer to the following entities for the purpose of continued operation of a regional public safety training center: 1) an auxiliary organization of Buyer established pursuant to Education Code Section 72670, *et seq.*, 2) a joint powers authority created under the Joint Exercise of Powers Act (Government Code Section 6500, *et seq.*), or 3) a public agency organized under California law. Such sale or conveyance shall not terminate Seller’s Right of First Refusal pursuant to this Section 26 as to any future sale of all or any portion of the Property to a Third Party.
- F. **Memorandum of Right of First Refusal.** Prior to Closing, Buyer and Seller shall execute, with signatures notarized, a Memorandum of Right of First Refusal substantially in the form attached hereto as Exhibit F (“Memorandum”), which Memorandum shall be recorded in the Official Records of Placer County at the Closing immediately following recordation of the Grant Deed.
27. **Reversionary Interest.** Seller has the right, at its election, and subject to notice and cure, to reenter and take possession of the Property transferred to Buyer by Grant Deed pursuant to this Agreement and terminate and revest in Seller the estate conveyed to Buyer if, after the Close of Escrow, Buyer fails to reasonably prosecute construction of the Project within ten (10) years of the Effective Date of this Agreement and Seller delivers the Buyer payment of the Purchase Price, without interest or adjustment. Seller may perfect its reversionary interest by recording a “**Notice of Reversionary Interest**” in substantially

the same form set forth in Exhibit G. Buyer “reasonably prosecutes construction” when Buyer, or any of Permitted Transferee, issues a Notice to Proceed for the Project. Seller’s right of reversionary interest shall automatically terminate upon Buyer’s delivery of a copy of the Notice to Proceed to Seller. Within thirty (30) days of receiving a copy of Buyer’s Notice to Proceed, Seller shall have recorded in the Official Records of Placer County a Notice of Termination of Reversionary Interest. Buyer agrees to maintain the Property free and clear of any liens, mortgages, encumbrances, or other defects of title other than those existing at the Close of Escrow as long as Seller’s right to reenter and take possession of the Property is in effect.

28. Project Conditions.

- A. **Rifle Range.** Buyer agrees that to the extent its Project includes a rifle range, the range shall be constructed below grade, generally surrounded by earthen berms and overhead baffles, and aligned such that the downrange direction of fire range is generally due west and parallel of Sunset Boulevard West, and generally west northwest and parallel to the Pacific Gas & Electric high voltage transmission line.
- B. **Flight Restrictions.** Buyer agrees to the extent the Project includes aviation path-of-travel to or from the Property, such aircraft will not fly less than one thousand (1,000) feet above the native grade of Seller’s Property east of Fiddymont Road and north of the Pacific Gas & Electric high voltage transmission lines, unless in case of an active emergency, and the Buyer has notified Seller that such path of travel is necessary in light of such emergency. For the purposes of this section, emergency means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

The conditions in this Section 28 shall be deemed satisfied when 45 days have passed from the Buyer’s filing of a Notice of Determination, as required by CEQA.

29. Miscellaneous Provisions.

29.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

Buyer: Sierra Joint Community College District
President/Superintendent
5100 Sierra College Blvd.
Rocklin, CA 95677

Seller: Western Placer Waste Management Authority
General Manager
3013 Fiddymment Road
Roseville, CA 95747

29.2 Brokers. Each Party represents and warrants to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement other than Mancuso Real Properties (“**Seller’s and Buyer’s Broker**”). Seller will be responsible for the commission owed Broker pursuant to the terms of a separate agreement with Seller’s Broker. The commission shall be Six percent (6%) of the sale price of the Property. Commission to be paid at the Close of Escrow. If the Property is not sold, for any reason whatsoever, there will be no real estate commission due. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs, or liabilities arising in connection with a breach of this warranty and representation. The terms of this section shall survive the expiration or earlier termination of this Agreement.

29.3 Assignment of Property. Buyer shall not have the right to assign or otherwise transfer its rights under this Agreement, in whole or in part, without the prior written consent of Seller, which shall be at the sole discretion of Seller.

29.4 Governing Law; Venue. This Agreement is executed and intended to be performed in the State of California, and the laws of California shall govern its interpretation and effect. Any legal proceedings on this Agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.

29.5 Entire Agreement. This Agreement, including Exhibits A through G attached hereto and incorporated herein by this reference, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations, or statements between the Parties with respect to the subject matter hereof.

29.6 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

29.7 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving Party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

29.8 Successors. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assignees of the Parties.

29.9 Provisions Not Merged with Deeds. All provisions of this Agreement that expressly state that they shall survive the Close of Escrow and the termination of this Agreement, shall do so, and Buyer and Seller intend that the indemnities provided in Sections 14, 23.2, and 23.21, and the agreements and release provided in Sections 17.2 and 17.5, will survive the termination of this Agreement, the Close of Escrow and the transfer of the Property to Buyer.

29.10 Captions; Construction. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29.11 Action or Approval. This Agreement is subject to review and approval by the Parties Governing Boards and this Agreement shall only be effective upon such approval.

29.12 No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

29.13 Parties Not Co-Ventures. Nothing in this Agreement is intended to or shall establish the Buyer and Seller as partners, co-venturers, or principal and agent with one another.

29.14 Non-Liability of Officials, Employees and Agents. No official, employee or agent of Seller shall be personally liable to Buyer or its successors in interest in the event of any default or breach by Seller or for any amount which may become due to Buyer or its successors in interest pursuant to this Agreement.

29.15 Time of the Essence. Time is of the essence for each condition, term, obligation, and provision of this Agreement.

29.16 Time for Performance. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event. If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

29.17 Escrow Cancellation Charges. If the escrow fails to close by reason of a default by Buyer or Seller hereunder, such defaulting Party shall pay all escrow or other Title

Company charges. If the escrow fails to close for any reason other than default by Buyer or Seller, then Buyer and Seller shall each pay one-half of such charges.

29.18 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

29.19 Confidentiality. Parties acknowledge that the Parties are public entity subject to the Ralph M. Brown Act and the Public Records Act (Cal Govt. Code Sec. 54950 et seq and Cal Govt. Code Sec. 6250 et seq, respectively; (collectively the “**Acts**”)). Parties acknowledge that the Purchase Price and other terms and conditions of this Agreement are subject to public disclosure as part of a Board open session meeting consideration of this transaction.

29.20 Cooperation. Seller shall cooperate fully in providing Buyer with appropriate information in a timely fashion.

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have executed this Purchase and Sale Agreement as of the date first written above.

SELLER:

Western Placer Waste Management Authority,
a California Joint Powers Authority

By:
Name:
Title:

BUYER:

Sierra Joint Community College District,
a California Community College District

By:
Name:
Title:

EXHIBITS

Exhibit A: Property Location Depiction

Exhibit B: Legal Description

Exhibit C: Property Documents

Exhibit D: Site Access Agreement

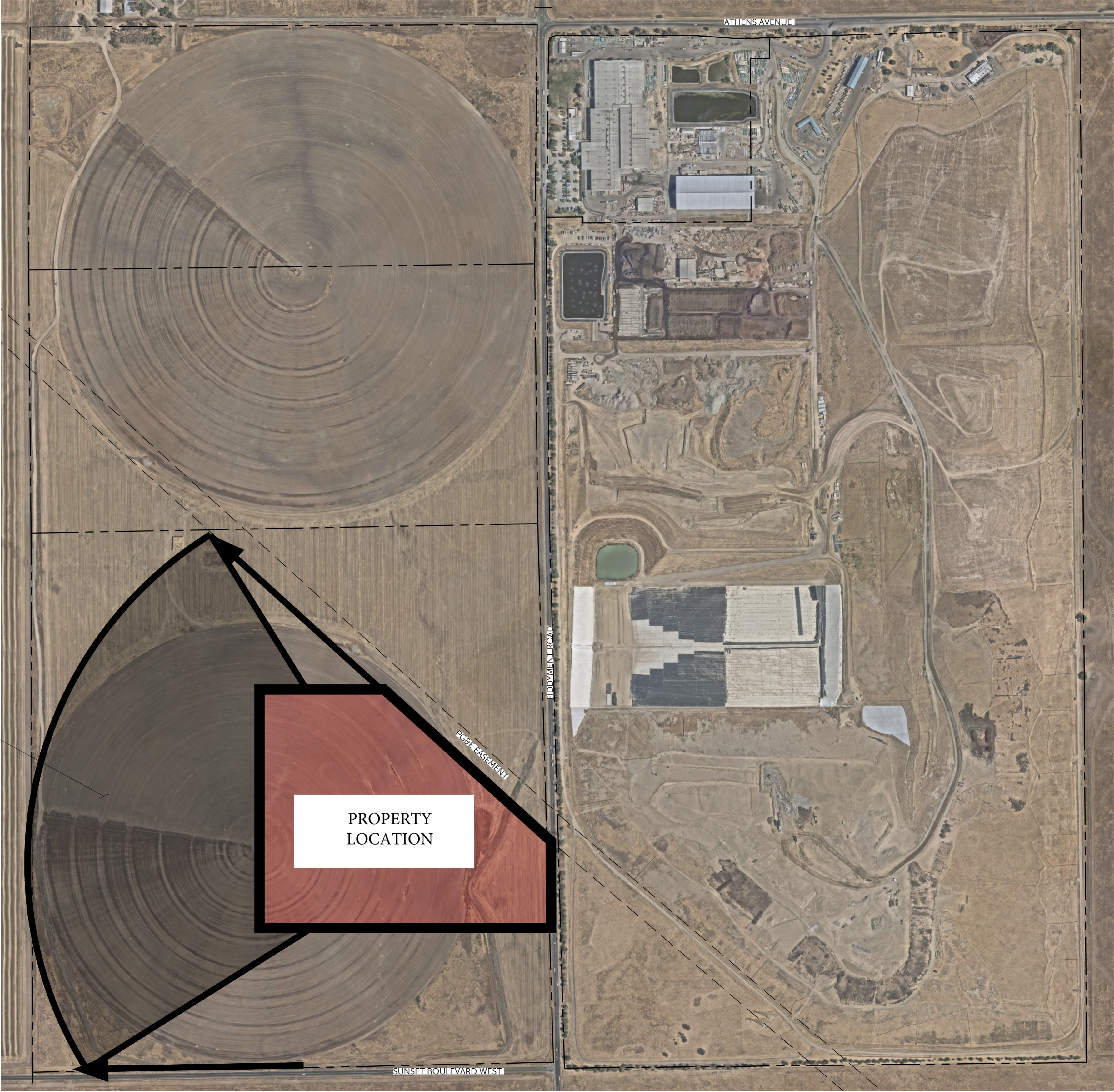
Exhibit E: Memorandum of Right of First Refusal

Exhibit F: Notice of Reversionary Interest

Exhibit A

Property Location Depiction

PROPERTY LOCATION 1



PROPERTY LOCATION 2



Exhibit B

Legal Description

(TO BE INSERTED)

Exhibit C
Property Documents
(TO BE PROVIDED)

Exhibit D

Site Access Agreement

NON-EXCLUSIVE SITE ACCESS AGREEMENT WPWMA WESTERN PROPERTY

This NON-EXCLUSIVE SITE ACCESS AGREEMENT (“Agreement”) is made as of this 23rd day of August the Western Placer Waste Management Authority, a California joint powers authority (“WPWMA”) and the Sierra Joint Community College District, a California Community College District (“District”). WPWMA and District are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.”

WHEREAS, WPWMA is the owner of approximately 340 acres of real property generally located at the northwest corner of Fiddymment Road and Sunset Blvd. in unincorporated Placer County, (hereinafter the “WPWMA Western Property”), as depicted on attached Exhibit A.

WHEREAS, District desires site access to perform site inspections, conduct testing, and site tours, evaluate, and perform studies, develop site layouts, and otherwise conduct a due diligence review to determine the feasibility for the potential development by District of a proposed Regional Public Safety Training Facility (hereinafter the “Project”) on a portion of the WPWMA Western Property, as generally depicted on Exhibit A (hereinafter the “Development Area”).

WHEREAS, subject to limitation and reservation set forth herein, WPWMA is willing to grant non-exclusive site access to the Development Area to District pursuant to this Agreement for the Term specified for the purposes stated above. This Agreement does not preclude WPWMA or WPWMA’s contractors from using the WPWMA Western Property, including the Development Area.

1. Entry: a. District, and its subcontractors, invitees, agents, employees, contractors, engineers, and consultants (hereinafter collectively referred to as “Representatives”) may enter the Development Area of the WPWMA Property, as shown in Exhibit A, for the Term and Use specified herein. District shall notify WPWMA with a twenty-four (24) hour notice before Entry, specifying the start date and time for said Entry, by sending an email to the following email address: eoddo@placer.ca.gov.

b. The parties agree and acknowledge that WPWMA currently leases the WPWMA Western Property, including the Development Area, to a tenant for agricultural operations. District agrees not to interfere with the agricultural operations on the WPWMA Western Property and to promptly notify WPWMA of any such interference with, or damage to property associated with, the agricultural operation.
2. Term: The Term of this Agreement (“Term”) shall expire on June 30, 2025. The Term may be extended for one (1) year with written approval of the WPWMA Executive Director.

Site Access Agreement

3. Use and Limitations: During the Term of this Agreement, District, and its representatives, shall have the non-exclusive right, and at District's sole expense, to access and investigate the Development Area to determine the suitability of the Development Area for the above purposes including to conduct tours, geotechnical engineering investigations, topography surveys, underground utility testing, and site visits (the "Use").
4. Reports: Upon request, District shall provide the WPWMA, copies of all documents, reports, studies, and any deliverables ("Reports") prepared by District or its consultants relating to the WPWMA Western Property. Reports include, without limitation, soil boring samples, topography maps, property descriptions, surveys, environmental assessments or analyses, and underground utility locating. WPWMA shall reimburse District for any direct costs incurred in providing copies of all Reports.
5. End of the Term: Immediately prior to or promptly following expiration or termination of the District's right to enter the Development Area, the District shall (i) remove all equipment and materials belonging to the District or its contractors, (ii) restore and repair, to the best of its ability, any damage to the Development Area resulting from the activities of the District so that the Development Area shall be in the same condition that it existed in prior to such activities.
6. Hold Harmless: District hereby agrees to protect, defend, indemnify, and hold WPWMA free and harmless from any and all losses, claims, liens, demands, and causes of action including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by WPWMA arising out of or in connection with the entry on the Development Area by the District or anyone acting by or at the direction of the District or the operations or activities of the District or anyone acting on the District's behalf in relation to the Development Area.. District agrees to investigate, respond to, provide defense for, and defend any such claims, demands, or suits at the sole expense of District. This indemnification shall not apply to matters to the extent arising or resulting from (1) the negligent or willful acts or omissions of WPWMA, or (ii) any defects in Development Area merely discovered by the District. As used in this section, the term WPWMA means WPWMA and its officers, agents, employees, and volunteers. This section shall survive the expiration or termination of this Agreement.
7. Insurance: District for itself shall procure and require its contractors and other representatives to obtain insurance in accordance with Exhibit C of this Agreement. District shall provide a copy of its insurance documents to WPWMA by email to: eoddo@placer.ca.gov. The parties agree that District may meet insurance obligations under this Agreement through a program of self-insurance acceptable to WPWMA's Risk Manager.

8. Permits and Approvals: District shall acquire all necessary and applicable permits and agency approvals and licenses required to perform any work associated with the Use. District shall have sole responsibility for the payment of fees as required for such permits or approvals. District agrees to comply with all conditions of permits or licenses issued to District for the Use.
9. Notices: All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if (1) sent by email (upon confirmation by recipient); (2) personally delivered (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given by any other means that is actually received shall also be effective with respect to the receiving party. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to WPWMA:

Executive Director
Western Placer Waste Management Authority
3013 Fiddymont Road
Roseville, CA 95747
Email: kgrehm@placer.ca.gov

If to District:

Erik Skinner, Vice President, Administrative Services
Sierra Joint Community College District
5100 Sierra College Blvd
Rocklin, CA 95677
Email: contracts@sierracollege.edu

10. Time of Completion: This Agreement shall go into effect upon full execution by both Parties, and District may authorize its consultants to commence work after notification to proceed by District. The WPWMA may authorize an extension as reasonably necessary.
11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall be effective on the day and year the last Party signs herein.

[Signatures on following page]

Site Access Agreement

WESTERN PLACER WASTE MANAGEMENT AUTHORITY:

DocuSigned by:
Ken Grehm
By: 4057B6D004B84B5...
Ken Grehm, Executive Director

August 28, 2023 | 4:13 PM PDT
Date: _____

APPROVED AS TO FORM:

DocuSigned by:
Robert Sandman
By: 01AC15F08744459...
WPWMA Counsel Robert Sandman

August 28, 2023 | 4:06 PM PDT

SIERRA JOINT COMMUNITY COLLEGE DISTRICT:

DocuSigned by:
Erik Skinner
By: A080B34B23104446...
Erik Skinner
Its: VP, Administrative Services

August 25, 2023 | 4:13 PM PDT
Date: _____

APPROVED AS TO FORM:

By: _____
District Counsel

- Exhibit A: WPWMA Western Property & Development Area
- Exhibit B: General Provisions
- Exhibit C: Insurance Requirements

EXHIBIT A

WPWMA WESTERN PROPERTY & DEVELOPMENT AREA



Site Access Agreement

EXHIBIT B

[References to "County" in Exhibit B shall be to WPWMA. References to "Licensee" in Exhibit B shall be to District. The authority vested in the Director of the Department of Facilities Management in Exhibit B shall be vested in the WPWMA Executive Director.]

GENERAL PROVISIONS

1. ENTIRE AGREEMENT.

This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of the agreement among the PARTIES hereto concerning the subject matter addressed herein, and supersede all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

2. EXHIBITS.

Any and all exhibits referred to in and/or attached to this Agreement are hereby incorporated into this Agreement as if set forth in full herein.

3. AMENDMENTS.

No revision or amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of all PARTIES.

4. FURTHER ASSURANCES.

From time to time, either PARTY, at the request of the other PARTY, and without further consideration, shall execute and deliver further instruments and take such other actions as the requesting PARTY may reasonably require to complete more effectively the transactions contemplated by this Agreement.

5. TIME OF THE ESSENCE.

Time is of the essence with respect to the obligations to be performed under this Agreement.

6. SUCCESSORS IN INTEREST.

The covenants herein contained shall apply to and bind the successors and assigns (to the extent assignment is permitted) of the PARTIES hereto.

7. STATUS OF EMPLOYEES.

All persons performing services for LICENSEE in the Use Area shall be solely employees or contractors of LICENSEE and not employees of COUNTY, except those persons expressly and directly employed by COUNTY. Furthermore, LICENSEE is not an agent of COUNTY.

8. CONSTRUCTION AND INTERPRETATION.

It is agreed and acknowledged by the PARTIES that the provisions of this Agreement have been arrived at through negotiation, and that each of the PARTIES has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

9. CAPTIONS.

The captions in this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section or paragraph of this Agreement. All references to section numbers refer to sections in this Agreement.

10. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

11. SEVERABILITY.

The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. WAIVER.

The failure of any PARTY to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that said PARTY may have, and shall not be deemed a waiver of said PARTY's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

13. FORCE MAJEURE.

If any PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. LEGAL JURISDICTION.

The PARTIES hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The PARTIES hereby waive any federal court removal rights and/or original jurisdiction rights that they may have.

15. AUTHORITY OF DIRECTOR.

The Director of the Department of Facilities Management, or designee, shall administer this Agreement on behalf of COUNTY. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of COUNTY hereunder.

16. AUTHORITY OF EXECUTION.

Each person executing this Agreement on behalf of a PARTY represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind and, if such PARTY is a partnership, corporation or trustee, that such partnership, corporation or trustee has full rights and authority to enter into this Agreement and perform all of its obligations hereunder.

EXHIBIT C

INSURANCE REQUIREMENTS

The following insurance provisions will, by this reference, become a part of and are incorporated into the Site License Agreement attached hereto.

1. INSURANCE:

District shall file with WPWMA concurrently herewith a Certificate of Insurance, in companies acceptable to Customer, with a Best's Rating of no less than A-:VII showing.

2. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to District's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

A. Cancellation Notice - "This policy shall not be cancelled without first giving ten (10) days prior written notice of cancellation for non-payment of premium to the WPWMA

B. Waiver of Subrogation - The workers' compensation policy shall include an endorsement that the workers' compensation carrier waives its right of subrogation against the Customer, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the District.

C. CONTRACTORS- shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the Customer upon demand.

Site Access Agreement

GENERAL LIABILITY INSURANCE

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of District, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

A. Contractual liability as addressed in a standard ISO CG 0001 or equivalent form.

B. One of the following forms is required:

- (i) Comprehensive General Liability.
- (ii) Commercial General Liability (Occurrence); or
- (iii) Commercial General Liability (Claims Made).

C. If District carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If District carries a Commercial General Liability (Occurrence) policy:

- (i) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate

E. Special Claims Made Policy Form Provisions:

District shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Customer, which consent, if given, shall be subject to the following conditions:

- (i) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (ii) The insurance coverage provided by District shall contain language providing coverage up to one (1) year following the completion of the contract in order to

Site Access Agreement

provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

3. Conformity of Coverages: If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by the WPWMA as noted above. In no cases shall the types of policies be different.

4. ENDORSEMENTS: Each Comprehensive or Commercial General Liability policy shall include an endorsement to comply with the following specific language:

A. "The WPWMA, its officers, agents, employees, and volunteers are to be included as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the District, including any excess liability or umbrella form coverage, is primary coverage to the WPWMA with respect to any insurance or self-insurance programs maintained by the WPWMA and no insurance held or owned by the WPWMA shall be called upon to contribute to a loss."

C. "This policy shall not be canceled without first giving ten (10) days prior written notice of cancellation for non-payment of premium to the WPWMA".

5. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

A. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

6. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the WPWMA and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The District shall be responsible for all deductibles in all of the District's insurance policies. Deductibles greater than \$250,000 with regard to Workers Compensation and \$50,000 with regard to Commercial General Liability shall require the written approval of the WPWMA Risk Manager.

District's Obligations - District's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - District shall furnish the Customer with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Customer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the District's obligation to provide them. The Customer reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the District to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

It is agreed that District shall always maintain during the performance of this Agreement insurance coverage or self-insurance in the amounts described.

Exhibit E

Memorandum of Right of First Refusal

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Western Placer Waste Management Authority
3013 Fiddymment Road
Roseville, CA 95747
ATTN: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF RIGHT OF FIRST REFUSAL (Purchase and Sale Agreement)

This Memorandum of Right of First Refusal ("Memorandum") is made effective this ____ day of _____, 20__ by and between Sierra Joint Community College District, a California community College District ("Buyer") and Western Placer Waste Management Authority, a joint powers authority ("Seller"). Buyer and Seller agree as follows:

1. On the effective date of this Memorandum, District acquired all that certain real property located in the County of Placer, more particularly described in Exhibit A attached hereto (the "Property"), pursuant to that certain Purchase and Sale Agreement dated _____ between Buyer and Seller (as the same may have been amended, the "Agreement").
2. Pursuant to the Agreement, Buyer has granted Seller a continuing right of first refusal, for a period commencing on the date of the Agreement and continuing thereafter for a period of ninety-nine (99) years to purchase the Property or portion thereof on the terms and conditions set forth in such Agreement (the "Right of First Refusal"). The parties' rights and obligations as it pertains to the Right of First Refusal survives the close of escrow with respect to the Property pursuant to which Buyer has acquired the Property, is binding on Buyer, and its successors and assigns, except for a bona fide Third Party purchaser, as that term is defined in the Agreement, to all or any portion of the Property..
3. The purpose of this Memorandum of Agreement is to give notice of the existence of the Right of First Refusal.
4. In the event of any conflict between the terms and conditions of the Agreement and the terms of this Memorandum, the terms and conditions of the Agreement shall control.

5. This Memorandum may be executed in counterparts, each of which shall be deemed an original for all purposes and which together shall be considered one document.

IN WITNESS WHEREOF, Buyer and Seller have executed this Memorandum effective on the date first set forth above.

BUYER

SIERRA JOINT COMMUNITY COLLEGE DISTRICT
a California community college district

By: _____
William Duncan, IV.
Its: President

SELLER:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY,

a joint powers authority

By: _____

Its: General Manager

Approved or ratified by the Governing Board of the Sierra Joint Community College District on

Approved or ratified by the Governing Board of the Western Placer Waste Management on

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

ss.

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature) _____ (Seal)

Exhibit F

Notice of Reversionary Interest

*Recorded By and For the Benefit of,
And When Recorded Return to:*

Western Placer Waste Management Authority
3013 Fiddymment Road
Roseville, CA 95747
ATTN: _____

NOTICE OF REVERSIONARY INTEREST

APN [INSERT APN FOR NEW PARCEL]

RECITALS

WHEREAS, the Sierra Joint Community College District, a California community college district (“Buyer”), and Western Placer Waste Management Authority, a joint powers authority (“Seller”), entered into that certain Purchase and Sale Agreement dated [DATE], 2025 (“PSA”) concerning purchase of certain real property situated in the County of Placer, State of California (“Property”) as more fully described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 27 of the PSA, Buyer failed to construct the Project by specified dates or otherwise, Seller has delivered payment of the Purchase Price to Buyer, and now, therefore Title to the Property has reverted back to Seller subject to the terms and conditions of the PSA.

NOW, THEREFORE, Seller does hereby give notice that Title for the Property has reverted to Seller and Seller intends to exercise all rights to the Property in accordance with the PSA.

IN WITNESS WHEREOF, Seller has duly executed this instrument this ___ day of _____, 202__.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____
Name: _____
Title: _____

Exhibit A to Notice of Reversionary Interest

Legal Description

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 13, 2025**
FROM: **SCOTT SCHOLZ / ERIC ODDO**
SUBJECT: **ITEM 9D: RESOLUTION COMMENDING ROBERT SANDMAN FOR HIS
SERVICE TO THE WPWMA**

RECOMMENDED ACTION:

Adopt Resolution 25-03 commending Robert Sandman for his 25 years of service to the Western Placer Waste Management Authority.

BACKGROUND:

Since the WPWMA's inception in 1978, Placer County Counsel's office has served as legal counsel to the WPWMA.

Beginning at the June 10, 1999 meeting, Rob Sandman began providing legal counsel to the WPWMA. Since January 2012, Rob has served as the principle General Counsel for the WPWMA.

In his time advising the WPWMA, Rob has consistently and diligently provided sound and ethical legal advice on matters ranging from the core MRF and WRSL operating agreements, the current Member Agency Flow Commitment Agreements, and the Renewable Placer Waste Action Plan EIR to site grazing and elementary school outreach education programs.

With the execution of the Memorandum of Understanding between WPWMA and the County of Placer that resulted in the WPWMA hiring fully dedicated executive leadership, the County, and by extension Rob, will no longer serve as legal counsel to the WPWMA.

In consideration of his long and valuable service to the WPWMA, staff recommend your Board formally commend Rob via adoption of Resolution 25-03.

ATTACHMENT: RESOLUTION 25-03

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 25-03

COMMENDATION OF ROBERT SANDMAN FOR HIS SERVICE TO THE WPWMA

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held February 13, 2025, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

Chair

Clerk of said Board

WHEREAS, Robert Sandman has provided sound and consistent legal counsel to the WPWMA for nearly 25 years beginning in June 1999; and

WHEREAS, Mr. Sandman has served continuously as the WPWMA's principal legal counsel since January 2012; and

WHEREAS, In his role as WPWMA legal counsel, Mr. Sandman has advised seventeen separate Board members and five executive-level leadership staff, and has been instrumental in the development and negotiation of hundreds of agreements collectively valued at over half a billion dollars including the MRF and WRSL operating agreements and the current Flow Commitment Agreements; and

WHEREAS, Robert Sandman facilitated the negotiation and execution of the Memorandum of Understanding between the WPWMA and Placer County that ultimately served to end his engagement with the WPWMA; and

WHEREAS, Robert Sandman diligently and professionally helped the WPWMA secure General Counsel services from a prominent legal firm well versed in solid waste management issues thereby helping the WPWMA maintain its position as a leader in the industry.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Western Placer Waste Management Authority that this Board commends Robert Sandman and expresses its sincere appreciation for his valuable and loyal service.