

AGREEMENT FOR GENERAL SERVICES

This Agreement for Services ("Agreement"), is effective as of August 15, 2024 ("Effective Date"), and is between the City of Camarillo, a California municipal corporation and general law city ("City") and California Wood Recycling, Inc. DBA Agromin, a California corporation. ("Contractor").

Section 1. Term of Agreement.

The initial term of this Agreement will be for a period commencing on the Effective Date and through June 30, 2026, unless terminated sooner by City as provided in this section or otherwise extended by the mutual written agreement of the parties. This Agreement may be extended for up to two (2) one-year extensions. City may terminate this Agreement, with or without cause, at any time by written notice of termination to Contractor. In the event such notice is given, Contractor must cease immediately all Services in progress.

Section 2. Scope and Performance of Services

- 2.1 Contractor agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.
- 2.2 Contractor represents that it has the qualifications, experience, equipment, and facilities necessary to properly perform the Services required under this Agreement.
- 2.3 Contractor agrees to perform these Services in a thorough, competent and professional manner consistent with generally accepted standards and practices utilized by persons engaged in providing services and work similar to those required of Contractor under this Agreement. Contractor will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the Services required of Contractor under this Agreement.
- 2.4 Contractor must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.5 Contractor will not be compensated for any Services rendered in connection with this Agreement that is in addition to or outside of the Services set forth in Exhibit A, unless such additional Services are authorized in advance and in writing by City.
- 2.6 City may request changes to the Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Contractor will be adjusted accordingly. All such changes must be authorized in writing and executed by Contractor and City. The cost or credit to City resulting from changes in the Services will be determined by the written agreement between the parties.
- 2.7 In performing the Services under this Agreement, Contractor is an independent contractor and has control over the manner in which the Services are performed provided that it is consistent with this Agreement. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or

subcontractors are in any manner officers, employees, agents or subcontractors of City.

Section 3. Payment for Services

- 3.1 Subject to any limitations set forth in this Agreement, City agrees to pay Contractor for the Services in the amounts specified in Exhibit B (Pricing Schedule). The total compensation may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 3.2 Contractor must furnish City with an invoice for all Services performed not more than once per month for the prior month's Services. Except as to any charges for Services performed or expenses incurred by Contractor that are disputed by City, City will cause Contractor to be paid within 30 days of receipt of Contractor's invoice.
- 3.3 Any payment to Contractor for Services performed under this Agreement will not be deemed to waive any defects in the Services performed by Contractor, even if such defects were known to City at the time of payment.

Section 4. Required Documentation Prior to Performance

- 4.1 Contractor may not perform any services under this Agreement until:
- (a) Contractor furnishes proof of insurance as required under Exhibit C;
 - (b) Contractor provides City with a Taxpayer Identification Number;
 - (c) Contractor obtains a City business tax certificate and license, if applicable, and provides proof of compliance

Section 5. Indemnification

Contractor agrees to indemnify, defend, protect and hold harmless City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which City may suffer or incur or to which City may become subject by reason of or arising out the negligent or willfully wrongful acts or omissions of Contractor, its officers, employees, or agents committed in performing any Services under this Agreement. For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers. The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions. The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 6. Insurance

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C (Insurance), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or designee.

Section 7. General Provisions

- 7.1 There are no understandings or agreements between Contractor and City other than those set forth in this Agreement.
- 7.2 This Agreement may not be modified or amended except by written agreement of the parties.
- 7.3 Contractor may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of City. This Agreement is binding upon the successors and permitted assigns of the parties.
- 7.4 This Contract will be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura and venue in federal court will be in the Central District of California, in Los Angeles.
- 7.5 Contractor is and will all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor has no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City.
- 7.6 The person executing this Agreement on behalf of the parties represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind the parties to the performance of its obligations.
- 7.7 This Agreement may be signed in counterparts and, when fully signed, such counterparts will have the same effect as if signed in one document.
- 7.8 If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision(s).

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF CAMARILLO

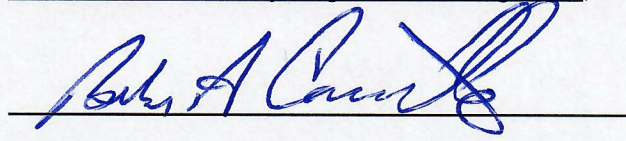
Greg Ramirez, City Manager

ATTEST:

Kristy Buxkemper, City Clerk

CONSULTANT:

California Wood Recycling, Inc. DBA Agromin, a California Corporation



Name: Bill Camarillo

Title: Chief Executive Officer

Exhibit A

SCOPE OF SERVICES



PROPOSAL FROM

California Wood Recycling, Inc. DBA Agromin

For

2024

SB 1383 Procurement

EXHIBIT A

SCOPE OF WORK FOR THE CITY OF CAMARILLO & AGROMIN

1. Agromin to deliver the following services as part of assisting the City's full compliance with SB 1383 purchase requirements:
 - a. License to access CaliforniaCompost.net Customer Portal where all records of transactions completed will be tracked and formatted according to CalRecycle requirements. Log-in Details found in (Attachment 1)
 - b. Delivery of materials within the City limits for use by the City for:
 - i. City-wide compost/mulch give-away program (Attachment 2)
 - ii. Compliant Compost & Mulch products to be provided (Attachment 3)
 - c. Assistance in identifying Direct Service Provider(s) as required by the City to redirect any abundance of compost/mulch in order to meet purchase volume compliance.
 - i. Agreement between Direct Service Provider and Jurisdiction (Attachment 4)
 - d. Production of all required paperwork for CalRecycle reporting:
 - i. Solid Waste Handling permit
 - ii. Qualified compost with authorized lab test results complying with Title 14, STA, and OMRI certifications.
 - iii. Spreadsheet detailing all purchases, where it was used and what it was used for (Attachment 5)
2. Terms & Conditions (Attachment 6)
 - a. Warranty and returns policy
3. Terms of the Scope of Work
 - a. Launch date September 1, 2024

EXHIBIT B

Pricing

1. Pricing for products and transportation available to the City:
 - a. Compost 100 – \$15/ Ton (2 Cubic yards per ton)
 - b. Composted ES-2 Mulch – \$60/ ton (4 yards per ton)
 - c. Lawn Topper Mix - \$25/ton
 - d. 50/50 Soil Blend - \$50/ton
 - e. Price per delivery of a full truck load is as follows:
 - i. Zip Codes – 93010, 93011, 93012 - \$135
 - ii. Will Call = Free

ATTACHMENT 1

Login Details for the City of Camarillo

- **Dedicated Platform Users will be as follows:** *(no limit on number of users)*

Name:	Email:
John Doe	...
Jane Snow	...

- **Username & Password:** Each user will be sent by email directly. It is recommended to change the password on the first login.
- **Access to Online training materials:** Available on the CaliforniaCompost.net Platform. Access will be provided upon initiation of Agreement.

ATTACHMENT 2

Camarillo City-wide Distribution of Compost and Mulch Resident Give-away Program Description

“Camarillo City” is a project using the Agromin retail platform to facilitate sales of Compost 100 and ES-2 Mulch to the residents of the City of Camarillo (Camarillo), paid for through bulk purchases by the City and coupon redemption from residents of the City.

Start Date: September 1, 2024

Deliverables:

Agromin to provide the following:

1. Retail E-Commerce Platform

- Digital Coupon for free Compost 100 and ES-2 Mulch for the residents of Camarillo if collected from:
 - 201 Kinetic Drive, Oxnard, CA 93030
- Delivery is available within the zip codes 93010, 93011, 93012
- Allotment per address is .5 – 80 cubic yards per product
 - Total volume to be agreed along with coupon code use per resident
- Invoice Camarillo monthly including all purchases made using the Coupon
- Monitoring of transactions for fraud detection
- Fulfillment of delivery orders
- Compost 100 & ES-2 Mulch

2. Regular bulk deliveries

- Quarterly (or more frequent) material drop-off for events and regular resident availability
 - Location and frequency TBD

3. OPTIONAL: Content and PR advisory

- initial eblast announcing the coupon offer
- three additional eblasts – benefits of compost
- development of a video using Agromin’s raw footage
- verbiage/photos (possibly video) for website

Camarillo to provide the following:

1. Communication with residents of Camarillo using an email blast to a select audience
2. Provide access to videographer/editor for video content
3. Payment of invoice

City of Camarillo
Agromin

Transaction Process Overview:

Step 1: Email goes out to Camarillo residents informing them about the project with access to a coupon for free Compost 100 and ES-2 Mulch.

Step 2: Residents go to the shop.Agromin.com website to preorder their Compost or Mulch for either delivery or Will Call using the coupon they received from the City of Camarillo.

Delivery Option

- Residents choose a product for delivery and will be liable for a delivery fee based on their location. A minimum of 3 cubic yards and a maximum of 20 yards per delivery.
- Delivery will only be provided inside the city limits and will be restricted to zip codes 93010, 93011, 93012.

Will Call Option

- Residents choose to visit the Agromin office at 201 Kinetic Drive, Oxnard, CA 93030 to redeem their coupon and collect a minimum of a ½ Cubic yard of material

Step 3: After ordering online, residents pay for the product (if choosing delivery) and are sent a pdf receipt as proof of order/purchase to their email. Customers show proof of order/purchase at delivery or go to the Agromin yard to collect their order.

Step 4: Delivery/Will Call

Delivery

- Customers receive an email and a call to confirm delivery to their address and to discuss any potential issues that may exist at the delivery location that the driver will need to know. This will guarantee we get the correct truck to deliver the material based on infrastructure limitations.

Will Call

- Customers go to the Agromin physical location to collect their order.
- Residents are required to show the product coupon and proof of purchase and residency to redeem their coupon. This will provide extra protection against abuse of the program.

Step 5: Satisfied Residents

City of Camarillo
Agromin

ATTACHMENT 3

Product Sheets

Product Sheets for:

- [ES-2](#)
- [Compost 100](#)
- [Lawn Top Dressing](#)
- [50/50 Soil Blend](#)

ATTACHMENT 4

Agreement between Direct Service Provider and Jurisdiction

Terms and Conditions

1. By placing this order through Agromin/California Compost, [*Direct Service Provider*] agrees to procure and use the product(s) on behalf of [*Jurisdiction*] for the purpose of facilitating [*Jurisdiction*] compliance with Senate Bill 1383's implementing regulations' recovered organic waste product procurement requirements, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 – Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.).
2. [*Direct Service Provider*] agrees to provide the location of the use of the application and a general description of the use of the product(s).
3. [*Direct Service Provider*] agrees to allow Agromin to include this and other documents evidencing the use of products on behalf of [*Jurisdiction*] with [*Jurisdiction*].
4. [*Direct Service Provider*] agrees to hold harmless [*Jurisdiction*] for any injuries to person or property arising out of the delivery or use of the products.

Signature: _____

Name: _____

Company: _____

Date: _____

Information below can be provided by separate document if desired:

Product(s) to be purchased: _____

Quantity of product(s) to be purchased: _____

Intended use of the product(s): _____

Location(s) where product would be used: _____

City of Camarillo
Agromin

ATTACHMENT 5



Agromin Compost and Mulch Procurement Reporting Form

Contractor shall complete and include with invoice for payment and required attachments per Agreement with [Jurisdiction]. Submit to [Name of Jurisdiction contract manager name at name@email.com].

Contractor Information:

Company Name:	Address:	Email:
Contact Name:	Phone:	Web:

Compost and Mulch Product Information:

Compost 100	Product Name		Quantity Supplied		Date of Sale/Delivery	Type of Application	Name of Farm/Ranch/Entity	Location of application	Compost Producer	Producer Address	Producer Phone	Attachments			
	Tons	CY	Invoices	Technical Data Sheet								Other (describe)			
	Compost 100 (example)		500		5-Jun-20	Ag soil amendment	Johns Ranch	Dixon	Agriwin	1234 Any Road	800-000-0000				
	Total		0	0											
ES2 Mulch	Product Name		Quantity Supplied		Date of application	Type of Application	Name of Farm/Ranch/Entity	Location of application	Mulch Producer	Producer Address	Producer Phone	Attachments			
	Tons	CY	Invoices	Technical Data Sheet								Other (describe)			
	ES2 Mulch (example)		100		5-Jun-20	Ag soil amendment	Johns Ranch	Dixon	Agriwin	1234 Any Road	800-000-0000				
	Total		100	0											
Blends	Blend name (soil conditioner, etc.)		Quantity Supplied		Date of application	Type of Application	Location of application	Location of application	Compost Producer	Producer Address	Producer Phone	Attachments			
			Tons Total	% compost								Total compost (tons)	Invoices	Technical Data Sheet	Other (describe)
	Compost + Gypsum blend (example)		500	40%	200	5-Jun-20	Ag soil amendment	Johns Ranch	Dixon	Agriwin	1234 Any Road	800-000-0000			
					0										
			500		200										

I, the undersigned, do certify as follows: I am an authorized representative of the Contractor named above. I am familiar with the Services that Contractor has provided to the Jurisdiction named in the Contractor agreement referenced above and as described in the SB 1383 Procurement Scope of Services. I declare under penalty of perjury that the foregoing is true and correct. I declare under penalty of perjury that the records and information that Contractor is submitting to Jurisdiction regarding Contractor's provision of Services in [insert applicable calendar year] pursuant to the above-referenced agreement are true, accurate, and complete. I declare under penalty of perjury that the foregoing is true and correct.

Signature	
Print Name	

City of Camarillo
Agromin

ATTACHMENT 6

Agromin TERMS & CONDITIONS

Thank you for your recent purchase from Agromin. We stand by our products 100% and ultimately want our customers to be happy with the products they purchase. In order to help clarify our post-sales support, please refer to our Sales and Claims Policies and our general business conditions found below.

SALES POLICY

- Orders are subject to product availability
- Quantity/volume ordered is the order shipped. Some settling of materials is expected during transport. All loads are weighed on a digital scale before departing for delivery. Details of this can be found on the delivery documents
- Shipped items are listed on the invoice at current prices
- Federal, State, Provincial or local assessment on sales, excise or other taxes shall be paid by the purchaser unless a previously provided Resale Number is on file

REPACKAGING PROHIBITION

- It is strictly prohibited to repackage this product for resale, with or without identification of the original manufacturer, without the advance written permission of Agromin.

STANDBY TIME

- Fifteen (15) minutes free unloading time is included in the delivery charge. Standby time will be charged at the rate of \$25 per every 15 minutes thereafter.

RESERVE THE RIGHT TO REFUSE

- Agromin at its sole discretion holds the right to refuse sale, deliver and or service to anyone.

WARRANTY CLAIMS & RETURNS

LIMITED WARRANTY POLICY

- Agromin expressly warrants that the composition of its product conforms to the product description.
- Agromin stands behind the quality of ALL its products. If for some reason there is a need to make a warranty claim, the following will be required:
 1. *A simple explanation of how the product didn't match what was ordered*
 2. *Supporting photographs, soil samples and or lab results supporting the reason for the warranty claim. Agromin will review the claim internally and may have further questions to confirm the claim. Our main objective is to resolve the issue.*
 3. *Proof of Purchase*
 4. *Send all claim information to customerservice@agromin.com*
 5. *All genuine warranty claims will receive a full refund or will be provided with a replacement order at no cost.*
- **Warranty claims valid up to 60 days from purchase date**

RETURN POLICY

- Agromin is willing to provide 100% reimbursement of the product price for any customer regardless of the reason.
- For a Warranty Claim then please see the Limited Warranty Policy above.
- All other returns will receive a full product price refund if requested, but claimant is liable for the following fees:
 1. Restocking Fee of 20%
 2. Payment of all transportation charges to and from the delivery location
- **Returns required within 5 days of purchase date**

WARRANTY DISCLAIMER

- This product is sold AS IS and, except for the Limited Warranty above, there are no other warranties, whether written, oral or implied. Specifically, there are no implied warranties of fitness for particular purpose, merchantability, performance or quality. The entire risk as to the quality and performance of the goods is with the buyer.

City of Camarillo
Agromin

Exhibit C

INSURANCE

1. **Required Insurance.** Before commencing any services, Contractor must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000 / \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Insurance Rating.** All insurance required to be maintained by Contractor must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees and agents, and volunteers. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include both a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, both in favor of the City, its officers, employees, agents, and volunteers.
5. **Workers' Compensation.** If Contractor has any employees, Contractor must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of City, its officers, employees, agents, and volunteers.
6. **Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under

an umbrella or excess liability policy must include a "drop-down provision" requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must "follow form" to the underlying primary policy. Coverage must be applicable to all insureds under the primary policies. The insurance must contain or be endorsed to contain a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement for the benefit of City. The scope of coverage provided is subject to approval of City following receipt of the required proof of insurance.

7. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City's additional insureds or Contractor will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
8. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Contractor must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City's legal counsel. Contractor must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days' prior written notice to City by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance. In the event that Contractor's policies are materially changed, Contractor must provide the City with at least 30 days' prior written notice of the applicable changes. City reserves the right to require complete, certified copies of all required insurance policies at any time.
9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor. Alternatively, City may terminate the Agreement.
10. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Contractor's indemnity obligations under this Agreement. Contractor acknowledges that the insurance coverage and policy limits

set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Contractor or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

11. **Required Insurance for Subcontractors.** Contractor agrees to ensure that any subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
12. **Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Contractor at least 90 days advance written notice of such change. If such change results in substantial additional cost to Contractor, the parties may renegotiate Contractor's compensation.
13. **Timely Notice of Claims.** Contractor must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.