

GENERAL SERVICES CONTRACT

Contract No. TER-2025-203-AG2

This Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona, and Sedona Compost Crowd LLC d/b/a Compost Crowd, an Arizona limited liability company (“Contractor”) shall be effective as of the date of the last signature below. The City and Contractor may be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, the City desires to receive Residential Food Scrap Drop-Off Contract ; and

WHEREAS, Contractor is able to provide certain services; and

NOW, THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Scope of Work

1.1 General Description

Contractor will provide the services generally described as: Residential Food Scrap Drop Off & Composting Services.

1.2 Specific Purchase

The specific requirements of the services to be purchased are identified in the Scope of Work, attached hereto as Exhibit A.

2. Term and Renewal

2.1 Contract Term

The initial term is for a period of two (2) year[s] unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

2.2 Renewal

The Contract may be renewed for up to three (3), one (1)- year additional terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

2.3 Unilateral Extension

The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Compensation

3.1 Compensation

Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed **eleven thousand seven hundred dollars and zero cents (\$11,700) annually**, including fees and taxes, based on an hourly rate or other measurement made in accordance with the Scope of Work, attached hereto as Exhibit A.

3.2 Price Adjustment

Price adjustments may be negotiated annually, at the date of the execution of the original Contract, at the discretion of the City. Any request for a price increase must be submitted no later than thirty (30) days in advance of the execution date and include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace.

3.3 Formal Amendment Required

Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.

4. Termination and Cancellation Clauses

4.1 Non-Appropriation

The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

4.2 For Convenience

Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than thirty (30) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those Services completed prior to the effective date of the termination.

4.3 Conflict of Interest

The Contract is subject to the terms of A.R.S. § 38-511.

4.4 Payment Upon Termination

Upon termination of the Contract, the City shall pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

5. Insurance

5.1 Minimum Scope and Limits of Insurance

The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

5.2 Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

5.3 Umbrella Coverage

Umbrella Coverage	\$2,000,000
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5.4 Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	\$1,000,000
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5.5 Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

5.6 Other Insurance Requirements

The insurance policies shall contain, or be endorsed to contain, the following provisions:

- A. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
- B. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
- C. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
- D. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

F. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

6. Indemnity

6.1 Indemnity

Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

7. Warranty

All work shall be of good quality and free of defects, and performed in a diligent and professional manner. Contractor warrants all work for a period of one (1) year following final acceptance by the City. This warranty shall survive termination or expiration of the Contract.

8. Employees, Assignment, and Subcontractors

8.1 Assignment/Subcontracting

Contractor was selected for its special knowledge, skills, and expertise and shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities of this Contract, in whole or in part, without the City's prior written approval which may be withheld.

8.2 Independent Contractor

Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.

8.3 Nondiscrimination

Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides Services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

8.4 Drug Free Workplace

The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

8.5 Immigration Laws

Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

8.6 Forced Labor of Ethnic Uyghurs

Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

9. Invoicing and Payment After Delivery

9.1 Payment

Unless otherwise stated in the Scope of Work, payment is due within thirty (30) days of the date of the Contractor's delivery of the materials and/or services conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

9.2 Invoice

Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.

9.3 Taxes

Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees.

9.4 Exception

The City will pay any taxes which are specifically identified as a line-item dollar amount in Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the award process. Such taxes shall be identified as a separate line item in Contractor's invoices.

10. General Terms

10.1 Governing Law and Venue

The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.

10.2 Attorneys' Fees

If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.

10.3 Public Records

The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.

10.4 Inspection

The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

10.5 Cooperative Use

If Contractor agreed during the procurement process, Contractor may enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell the services identified in the

Scope of Work and accompanying documents to any member of a cooperative group under the same pricing, terms, and conditions of the Contract awarded to the Contractor.

10.6 No Boycott of Israel

Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

10.7 Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

11. Amendment

The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties. A “change order” is not a sufficient mechanism for amending the Contract.

12. Notice

Any formal notice under the Contract shall be in writing via certified mail and email as follows:

<p><u>To the City:</u> Steven Thompson Sustainability - Neighborhood Engagement/Volunteer Services City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Email:steven.thompson@flagstaffaz. gov Phone:(928) 213-2144</p>	<p><u>To Contractor:</u> Kathleen Ventura Sedona Compost dba Compost Crowd 180 Pony Soldier Rd Sedona, AZ 86336 Compostcrowd@gmail.co m</p>	<p><u>With a copy to:</u> Teddy Callan City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Email: teddy.callan@flagstaffaz.g ov</p>
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IN WITNESS WHEREOF, the City and Contractor, by their duly authorized representatives, have executed this Contract effective as of the date of the last signature below.

CONTRACTOR

CITY OF FLAGSTAFF

SIGNATURE

SIGNATURE

FULL NAME

FULL NAME

TITLE

TITLE

DATE SIGNED

DATE SIGNED

ATTEST:

SIGNATURE

Stacy Saltzburg

FULL NAME

City Clerk

TITLE

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED

Exhibits List

A - Exhibit A - Proposal

Exhibit A

Exhibit A - Proposal

I. COVER

Solicitation Number: 2026-168

Solicitation Name: Residential Food Scrap Drop-Off Program

Closing Date and Time: April 14, 2026, 5:00 PM AZ Time

Company Name: Compost Crowd (Sedona Compost, LLC)



City of Flagstaff
Attn: Teddy Callan

Dear Mr. Callan,

Compost Crowd (Sedona Compost, LLC) is pleased to submit this proposal to operate and service the City of Flagstaff's Residential Food Scrap Drop-Off Program.

Compost Crowd has supported the City's food scrap diversion efforts since 2021 and has provided continuous, reliable service at designated drop-off locations since October 2021. Over nearly five years of operation, Compost Crowd has completed weekly collections without a single missed pickup, maintaining consistent service across all seasons and conditions.

We currently service the Flagstaff CSA and Bow & Arrow Park locations under contract with the City and perform all required program elements, including collection, transportation, bin maintenance and sanitization, contamination monitoring, and reporting. Our team maintains strong communication with City staff and consistently delivers professional, responsive service.

Compost Crowd proposes to continue servicing its current locations under the existing scope of work and pricing structure and has the operational capacity to expand service to additional locations, including all sites identified in this solicitation.

We appreciate the opportunity to continue supporting the City's sustainability goals.

Sincerely,
Kathleen Ventura & Brock Delinski
Compost Crowd

II. TABBED SECTIONS

A. Qualifications and Experience of Proposer (10 points)

Compost Crowd (Sedona Compost, LLC) has supported the City of Flagstaff's residential food scrap diversion efforts since 2021 and has provided continuous, reliable service at designated drop-off locations since October 2021.

Compost Crowd currently services the Flagstaff CSA and Bow & Arrow Park locations under contract with the City and performs weekly collection, transportation, bin maintenance and sanitization, contamination monitoring, and reporting.

For four and a half years of operation, Compost Crowd has:

- Completed weekly service with **zero missed scheduled pickups**
- Maintained consistent operations across all seasons and conditions
- Fulfilled all required weekly and quarterly reporting
- Maintained strong communication with City staff
- Addressed operational issues promptly and professionally

This experience reflects direct, relevant, and ongoing operation of the exact program outlined in this Solicitation.

Authorized Representatives

Kathleen Ventura

Owner / Co-Operator

Compost Crowd (Sedona Compost, LLC)

Email: compostcrowd@gmail.com

Phone: 928-301-1534

Kathleen Ventura oversees business operations, contract management, reporting, and coordination with municipal partners. She serves as the primary point of contact for the City of Flagstaff and has managed the program since 2021.

Brock Delinski

Co-Owner / Operations Lead

Compost Crowd (Sedona Compost, LLC)

Email: compostcrowd@gmail.com

Phone: 928-821-6902

Brock Delinski oversees day-to-day field operations, including collection, routing, equipment management, and site conditions. He is responsible for execution of weekly service and maintaining operational consistency.

B. Project Understanding (30 points)

Compost Crowd understands that the City of Flagstaff's Residential Food Scrap Drop-Off Program is designed to provide residents with convenient access to food scrap diversion while ensuring reliable collection, clean and well-maintained sites, and proper processing of materials.

Program success depends on:

- Consistent, weekly collection with no service interruptions
- Clean, accessible, and well-maintained drop-off sites
- Effective contamination monitoring and management
- Accurate and timely reporting
- Responsive communication with City staff

Because these locations are public-facing, reliability and cleanliness are essential to maintaining community participation and trust.

Outreach & Equitable Participation

Compost Crowd supports outreach and equitable participation through:

- Maintaining clear, user-friendly bin labeling and signage to reduce confusion and contamination
- Supporting consistent service schedules that allow residents to build reliable participation habits
- Coordinating with City staff on signage updates, contamination trends, and program messaging as needed
- Providing real-time feedback from site observations to help inform City outreach and education efforts

Resources

Compost Crowd utilizes:

- Established service routes and vehicles
- Staff trained in food scrap collection and contamination management
- Durable, pest-resistant bin systems
- Reporting systems aligned with City requirements
- A local, compliant agricultural composting partner

These resources are already in place and actively supporting the program.

C. Project Approach (40 points)

Compost Crowd's approach is based on a proven system that has been in continuous operation since 2021.

Collection & Transportation

Compost Crowd provides weekly collection at designated sites using established routes and trained personnel. Materials are transported to a compliant composting site following each collection event.

Bin Maintenance & Site Management

Each service visit includes:

- Inspection of bins and surrounding area
- Cleaning and sanitation as needed
- Identification and resolution of issues such as damage, residue, or pests

Sites are maintained to support safe and positive public use.

Contamination Monitoring

Contamination levels are monitored during each collection and reported through the City's system. When issues arise, they are addressed through on-site management and coordination with City staff.

Reporting & Communication

Compost Crowd provides:

- Weekly reporting (volume, contamination, operational metrics)
- Quarterly narrative reporting
- Prompt response to City inquiries (typically within one business day)

A consistent point of contact ensures clear communication.

Processing & Compost Use

Collected materials are transported to a local agricultural partner that manages composting operations in compliance with applicable regulations. Finished compost is utilized within agricultural operations, supporting a localized, closed-loop system.

Compost Crowd's service model is focused on reliable collection and diversion. Compost Crowd does not retain ownership of finished compost and does not structure its operations around resale or distribution of compost products.

Program Expansion

Compost Crowd proposes to continue servicing its current locations and has the operational capacity to expand service to additional sites, including all locations identified in this Solicitation.

The City may determine the most advantageous allocation of service, and Compost Crowd is prepared to scale operations accordingly.

D. Proposed Fee (20 points)

Proposed Fee

Compost Crowd proposes a pricing structure of:

\$25 per bin per collection

Current Service Annual Cost (52 Weeks)

Flagstaff CSA

6 bins × \$25 = \$150 per week

\$150 × 52 weeks = **\$7,800 annually**

Bow & Arrow Park

3 bins × \$25 = \$75 per week

\$75 × 52 weeks = **\$3,900 annually**

Total Annual Cost (Current Scope)

\$11,700 annually

Additional Locations

Additional sites will be serviced under the same rate structure of **\$25 per bin per collection**, with total cost dependent on number of bins and frequency.

Conclusion

Compost Crowd values its established partnership with the City of Flagstaff and the role it has played in supporting the success of the Residential Food Scrap Drop-Off Program. We look forward to continuing this work and building on the strong foundation established over the past several years. Thank you for your consideration.