

SERVICE AGREEMENT

BETWEEN INTERMOUNTAIN DISPOSAL, INC. AND THE NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into this 18th day of May, 2020, by INTERMOUNTAIN DISPOSAL, INC. (“IMD”) and the NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT (“NSAQMD”) to allow the NSAQMD to fund a Residential Yard Waste Collection Program (“Program”) in the City of Portola to help achieve air quality attainment status.

RECITALS

WHEREAS, the United States Environmental Protection Agency (USEPA) has found that the Greater Portola Federal Non-Attainment Area of the NSAQMD has remained an air quality non-attainment area for years; and

WHEREAS, NSAQMD applied to USEPA and received grant funding to implement a Residential Yard Waste Collection Program; and

WHEREAS, The City of Portola ordinance number 354 bans the open burning of residential yard waste within the City limits; and

WHEREAS, IMD is contracted with the City of Portola to provide free green waste collection for the month of May each year; and

WHEREAS, IMD has the authority, capability, property and workforce to collect and dispose of green waste collected from households within the city limits of the City of Portola; and

WHEREAS, NSAQMD has identified IMD as capable of the tasks presented; and

WHEREAS, NSAQMD Board of Directors and IMD respectively and separately authorize the establishment of an Agreement between the two entities, and for IMD to provide services to the City of Portola and individual residents within the City, and for NSAQMD to pay IMD for services provided.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, the parties agree as follows:

1. Scope of Services

- 1.1 IMD agrees to provide services related to NSAQMD’s Program as requested by NSAQMD. Those services may include, but are not limited to, the following:

- a) Providing curbside green waste pickup within the city limits of the City of Portola for no more than 70 households for up to 7 months at a cost not to exceed \$109.74 per household. Collection rates are negotiated annually between IMD and the City of Portola. This funding will not pay more than the rate negotiated each year. Total cost not to exceed \$7,682 over the 5 years of this agreement. IMD will track this cost and invoice NSAQMD as needed. This grant funded service is available to City residents for the first 7 months of service only (not annually). Resident must enter into a service agreement with IMD. NSAQMD is not responsible for any additional charges beyond 7 months of service (and potentially a fee for delivery and removal of waste container, as negotiated between IMD and the City of Portola), such as damage to the waste container.
- b) Accepting, storing and disposing of residential yard waste at IMD's Delleker Transfer Station at a fee not to exceed \$5.20/cubic yard for the month of May 2020. No commercial green waste disposal will be funded with grant money. Assuming 1500 cubic yards of residential green waste collected, cost would be \$7,800. As residents are permitted to bring an unspecified quantity of green waste, an exact volume cannot be pre-determined. Total cost for reimbursement each May of this agreement will not exceed \$8,300. IMD's green waste collection facility fees (gate fees) are subject to yearly cost of living increases, not to exceed the Refuse Rate Index (RRI). In the case that costs exceed \$8,300 before May 31 of each year of this agreement, IMD reserves the right to discontinue accepting residential yard waste at zero cost to the resident and may collect the rate posted. IMD will record, in a log book, each load of residential yard waste collected. At the close of May 2020, an excel spreadsheet will be submitted to NSAQMD for reimbursement. This Program will be evaluated to determine if a voucher program should be implemented during the subsequent 4 years.
- c) Rotating community green waste collection bins to various City of Portola communities over the course of each year, May 1, 2020-April 30, 2025 (weekends only – Friday morning through Monday morning delivery and pickup). A standard service agreement between IMD and NSAQMD must be in place during any and all periods of use of the bins. IMD will not be required to provide staffing for the community green waste collection events, except for delivery and removal of the bins. All community green waste events must be scheduled with IMD 2 weeks prior to each event. Contaminated community green waste collection bins containing items such as trash, rubbish, garbage, dirt, rock, concrete, ash, treated wood, grass clumps, plastic bags, etc. will be charged at the standard 20 cubic yard rate of \$506.17. Any HHW (Household hazardous waste), E- waste (Electronic waste) or Universal waste found in the container will be subject to a special handling and disposal fee. Any material left on or around the community green waste container that hinders the removal of the container is not the responsibility of IMD. If a secondary container is needed for additional cleanup then additional fees will be added. It will be the responsibility of non-IMD staff to ensure bins contain no prohibited materials and that all natural vegetation is within the bin. Current cost of green waste collection bins is \$360. The community green waste collection program (roll off rates) are subject to yearly cost of living increases, not to exceed

the Refuse Rate Index (RRI). If bin costs greatly increase, less bins will be used for community events. Total 5-year cost not to exceed \$36,900.

- d) Maintaining an accurate record of the volumes of green waste accepted from City of Portola residents and documentation of household name, address, date of service, cubic yards and total cost.
 - e) Providing records of residential yard waste to NSAQMD for reimbursement monthly.
- 1.2 IMD will log the activities performed at the request of NSAQMD or as is required for the completion of work for the Program in an administrative logbook. The administrative logbook will include a description of the activity for each month of service. Copies of the log book pages will be submitted to NASQMD as support documentation for the NSAQMD's billing statements.
- 1.3 IMD will perform work with the thoroughness and competence that would be expected of an experienced and knowledgeable air pollution control district staff member. IMD staff shall conduct themselves in a professional manner and behave in a manner that is courteous and respectful of the public.

2. Geographic Area of Service for the Residential Yard Waste Collection Program

IMD will provide for the collection and disposal of residential yard waste for residents within the city limits of the City of Portola only. Proof of residency will be required at the Delleker Transfer Station during May collection.

3. Payment

- 3.1 NSAQMD agrees to reimburse IMD for the services covered by this Agreement. The maximum sum payable under this Agreement for 5 years, May 1, 2020, through April 30, 2025, is Eighty Eight Thousand Seven Hundred Eighty Two Dollars (\$88,782). Payment shall not exceed \$20,000 in any one year period in order to extend funding all 5 years of the program. The amount paid to IMD shall constitute full payment for all services set forth herein. IMD shall not be reimbursed for any additional expenses incurred beyond this maximum amount without prior written agreement by the NSAQMD. IMD will not be required to provide services when those services will not be reimbursed.
- 3.2 IMD shall bill NSAQMD not more often than monthly based upon services rendered for that monthly billing period. IMD agrees to provide a detailed invoice, including an excel spreadsheet (based on receipt books) of volume of residential yard waste collected at the Delleker Transfer Station each May, and detailed invoices/route sheets for curbside green waste pickup and community green waste bins to NSAQMD by the fifteenth day following the end of the month. NSAQMD agrees to pay IMD within thirty (30) days of receipt of invoice.

3.3 NSAQMD retains the right to require proof of services performed or costs incurred prior to any payment under this Agreement.

3.4 In the case that the USEPA or the California Air Resources Board (CARB) withholds or cancels promised grant funds, this agreement becomes null and void. At that point, NSAQMD will be responsible only for payment to IMD of any outstanding invoices. NSAQMD must notify IMD in writing within 30 days of cancellation of grant funds.

4. Agreement Period

4.1 The conditions of this agreement shall remain in effect on a year round basis from May 2, 2020 through April 30, 2025 with an effective date upon the final signatures by both parties.

4.2 This agreement may be canceled by either party upon serving thirty (30) days notice in writing to the other party. In the event the contract is terminated early, IMD shall be paid for all contracted services up to the date of termination.

4.3 This agreement shall be in effect until cancelled and may be amended by the further written agreement of both parties.

5. IMD Employees

5.1 IMD employees shall perform the duties outlined in this Agreement as IMD Employees, and not as employees of NSAQMD. IMD acknowledges that IMD is not entitled to any of NSAQMD's fringe benefits, including without limitation, paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. IMD will not assign or sub-contract the services in this Agreement without written authorization from NSAQMD.

5.2 Hiring and Supervision. The responsibility for hiring and supervision of all IMD employees, including establishing standards of performance, assignment of personnel, maintaining discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel shall remain with the IMD.

5.3 IMD and NSAQMD agree that neither Party is an agent or employee of the other Party for any purpose and is not entitled to any of the benefits provided by any Party to its employees. This Agreement shall not be construed as forming a partnership or any other association or agency among IMD and NSAQMD.

6. Ownership of Documents

IMD agrees to provide copies to NSAQMD, upon termination of this Agreement, all documents, however produced, received from NSAQMD and used by IMD in the performance of its services hereunder. All work papers, drawings, internal memoranda, graphics, photographs, and any

written or graphic material, however produced, prepared by IMD in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of NSAQMD and may be used by the NSAQMD for any purpose whatsoever. NSAQMD agrees that any future use of documents produced by IMD under the terms of this Agreement shall be at the sole discretion of the NSAQMD and IMD shall bear no liability for the decisions on whether and how to use such documents.

7. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Plumas, California.

8. Hold Harmless

8.1 NSAQMD agrees to defend, indemnify and hold harmless IMD, its directors, officers, servants and agents for any and all reasonable expenses, claims, liabilities, lawsuits and judgments which may occur as a result of any negligent willful acts or omissions on the part of NSAQMD, or its directors, officers, employees, and agents, in any way connected with the performance of its duties and obligations pursuant to the Agreement. This provision shall survive any termination of the Agreement.

8.2 IMD agrees to defend, indemnify and hold harmless the NSAQMD, its directors, officers, servants and agents for any and all reasonable expenses, claims, liabilities, lawsuits and judgments which may occur as a result of any negligent willful acts or omissions on the part of IMD, or its directors, officers, employees, and agents, in any way connected with the performance of its duties and obligations pursuant to this Agreement. This provision shall survive any termination of this Agreement.

8.3 Each party shall be financially responsible for all damages and losses caused by the negligent or willful misconduct of that Party, its officers, and employees.

8.4 Neither Party shall be liable to the other Party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for the injury to or death of persons arising solely from any act or omission of the other Party's officers, agents, or employees.

8.5 A Party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt written notice of the filing of the claim to the all other Party.

9. Insurance

IMD shall maintain in force for the term of this Agreement broad form of coverage for General Liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage in the amount of \$2 million dollars. Said insurance shall be primary and non-contributory, and insurance maintained by NSAQMD shall be excess only

and neither IMD nor the insurer shall seek contribution from any other insurance or self-insurance available to NSAQMD. IMD shall maintain in force for the term of this Agreement broad form of insurance coverage for Commercial Automobile in the amount of \$1 million dollars. IMD shall maintain in force for the term of this Agreement Workers Compensation for employees solely, as required per state law, for \$2 million dollars, and IMD agrees to waive any/all rights of subrogation against NSAQMD. NSAQMD will carry separate coverage for their employees. NSAQMD shall be named as an additional insured on the policies with endorsements evidencing such provided to NSAQMD.

10. Notices

10.1 All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified mail and become effective upon receipt. The Parties shall be addressed as follows, or at any other address designated by notice:

IMD: VP/CEO
185 N. Beckwith St.
Portola, CA 96122

NSAQMD: Air Pollution Control Officer
200 Litton Dr., #320
Grass Valley, CA 95945

IN WITNESS WHEREOF, the Parties hereto have caused this Service Agreement to be executed, the day and year first-above written.

Northern Sierra Air Quality Management District

Air District Board, Chair

Date

Gretchen Bennitt
Air Pollution Control Officer

Date

Intermountain Disposal, Inc.

Ricky Ross
VP/CEO

Date