



# OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-11  
10 Pages

## GARBAGE SERVICE AGREEMENT RENEWAL

**DATE:** May 30, 2023

**TO:** District Board Members

**FROM:** Mike Geary, General Manager

**SUBJECT:** 2023-24 Garbage Service Contract – Tahoe Truckee Sierra Disposal Company, Inc.

**BACKGROUND:** The District became involved with the garbage service at the request of the Property Owners Association on June 28, 1974, with the adoption of Ordinance #3. That Ordinance was replaced on September 27, 1974, with Ordinance #4. Ordinance #4 was in place until the current Garbage Code was adopted on June 30, 1988.

Section 3.01 of the Garbage Code reads:

*Compulsory Collection Service:*

*The occupant of any premises or lands located within the District shall use the trash collection services. The owner of such premises or lands shall provide payment to the District of those rates for such services set forth by the Board at the beginning of each fiscal period, regardless of whether the trash collection services are utilized.*

The District contracts with the Tahoe Truckee Sierra Disposal Company, Inc. (TTSD), Tahoe City, for municipal solid waste collection and disposal services. Olympic Valley PSD, Northstar CSD, Alpine Meadows CWD, Town of Truckee, and Placer and Nevada Counties each have similar service contracts with TTSD.

In 2023, the District will fund and host five (5) Green Waste (GW) Drop-Off Days in cooperation with the Friends of Olympic Valley, Olympic Valley Firewise Community, and Palisades Tahoe. The GW Day scheduled for May 14, 2023 was cancelled due to lingering snow at the drop-off location (e.g., Lot 4, across from the Fire Department station).

The District's Board of Directors also approved a six-yard GW-Only Dumpster Rebate program for the first half of 2023 with a cap of \$5,000. The rebate program

offers residents a 100% rebate if they rent a GW-Only Dumpster for a one-week period for \$136.67. The Board will consider continuing the rebate program for FY 2023-2024 at this May 30, 2023 Board Meeting. The proposed program offers a 100% rebate for one-week GW-only Dumpster per property at the \$143.03 rate, with a program cap of \$10,000.

The District permanently shuttered the Community Dumpster Facility at 1810 Olympic Valley Road in August 2022 due to persistent abuse of the facility and rising costs to maintain it.

**DISCUSSION:** Attached is the proposed contract for Olympic Valley residential garbage collection services. The terms of the agreement contain rate changes and can be summarized as follows:

1. Rates the District will pay TTSD for single-family residences for FY 2023-24 are increasing by 11.14%, or by \$2.82/mo. This is the third consecutive year TTSD is seeing a historically high increase in rates. Increases are due to the increasing costs of material waste disposal, inflation, labor costs, fuel, increased trash left for collection, and more bear sheds requiring costly manual servicing.

The District’s proposed one-year Prop 218 Notice for FY 2023-24 for garbage collection services includes a maximum rate increase of 10% annually, or \$345 per year. The final rate increase will be adopted at the Board Meeting on June 27, 2023. Existing and proposed rates are summarized here:

	<b>Paid to TTSD</b>	<b>Rates OVPSD</b>
FY 2022-23 Fees (monthly)	\$ 25.28	\$ 26.17
FY 2022-23 Fees (annual)	\$ 303.36	\$ 314
7/1/2023 Rate Increase (%)	11.14%	10%
7/1/2023 Fee Increase (monthly)	\$ 2.82	\$ 2.58
FY 2023-24 Fees (monthly)	\$ 28.10	\$ 28.75
FY 2023-24 Fees (annual)	\$ 337.20	\$ 345

District’s rates provide funding for:

- garbage collection services provided by TTSD consistent with the attached Agreement.
- administrative expenses for District-provided services including customer service, billing, collections, coordination with TTSD, contract negotiations, and program management.

- GW Day dumpsters on the six scheduled GW Days hosted by the District, Friends of Olympic Valley, and Palisades Tahoe in July through October, 2023 and May through June, 2024.
  - 6-yard GW-Only Dumpster Rebate Program.
  - Bear Box Rebate Program.
  - Garbage Fixed Asset Replacement Fund (FARF).
2. Unless either party requests termination six months in advance, the annual contract will automatically renew on July 1 for another one-year term (sec. 1.09).
  3. Rates will increase annually effective July 1 by an amount equal to the Consumer Price Index, using Series: ID: CUUR0000SEHG02, Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics, as measured from October through September of the prior years (sec. 3.05).
  4. Consistent with last year's agreement, Fire Safety Day in mid-June was eliminated from the annual contract starting in 2023.
  5. TTSD will provide 20-yard or 30-yard green-waste-only dumpsters at a 50% discount for the five (5) District-hosted GW Drop-Off Days (sec. 2.06).
  6. Olympic Valley residents are also eligible and encouraged to participate in the following annual TTSD-hosted GW Drop-Off Days on Saturday, June 17, 2023 (sec. 2.08):

Area	Time	Location	Note
Homewood	7:30am-2:00pm	Tahoe Ski Bowl (South)	Placer County residents only
Tahoe Vista	7:30am-2:00pm	875 National Ave	Placer County residents only
Tahoe City	7:30am-2:00pm	300 Fairway Drive	Placer County residents only

7. These are continued services to the contract worth noting:
  - Up to four (4) cans of household waste per week (sec. 2.02).
  - Clean-Up Day Dumpsters on Memorial Day weekend (sec. 2.05).
  - Christmas Tree Recycling Program (sec. 2.07).
  - Self-haul and dispose up to six yards of loose Green Waste material per household for free at the ERL facility located on Cabin Creek Road (sec. 2.08).
  - Guaranteed price of \$146.03 / week for six-yard GW-Only Dumpsters, dropped-off and picked-up the customer's property (sec. 2.08).
  - Free drop-off of residential household hazardous waste (HHW) at the ERL facility located on Cabin Creek Road (hours of operation and material limits apply) (sec. 2.08).

- ALTERNATIVES:**
1. Adopt Resolution 2023-08, approve the garbage collection agreement with TTSD, and authorize the Board President and Board Secretary to execute the agreement.
  2. Provide direction to staff for acceptable terms.

**RECOMMENDATION:** Adopt Resolution 2023-08, approve the garbage collection agreement with TTSD, and authorize the Board President and Board Secretary to execute the agreement.

- ATTACHMENTS:**
- TTSD Garbage Disposal Agreement for FY 2023-24 (5 pages).
  - Resolution 2023-08 (1 page).

**DATE PREPARED:** May 17, 2023

**RESOLUTION 2023-08**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
OLYMPIC VALLEY PUBLIC SERVICE DISTRICT  
AUTHORIZING THE BOARD PRESIDENT & BOARD SECRETARY TO  
EXECUTE THE OLYMPIC VALLEY RESIDENTIAL GARBAGE SERVICE AGREEMENT  
FOR FY 2023-2024**

**WHEREAS**, the Board of Directors of the Olympic Valley Public Service District has adopted regulations for compulsory garbage collection service for residents within District boundaries; and,

**WHEREAS**, the District wishes to contract for the collection of trash, garbage, or waste within District boundaries as provided in Water Code section 31140; and,

**WHEREAS**, the County of Placer and the Tahoe Truckee Sierra Disposal Company, Inc. have entered into a Contract for Garbage Franchise Area #3, which encompasses Olympic Valley; and,

**WHEREAS**, the District negotiated a modified agreement with the Tahoe Truckee Sierra Disposal Company that provides for additional service to Olympic Valley customers; and,

**WHEREAS**, the District provides services to benefit Tahoe Truckee Sierra Disposal Company including rate setting, customer service, billing, collections, coordination services, and program management.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Olympic Valley Public Service District hereby authorizes the Board President and Board Secretary to sign the Olympic Valley Residential Garbage Service Agreement with Tahoe Truckee Sierra Disposal Company, Inc., a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED this 30<sup>th</sup> day of May 2023 at a regular meeting of the Board of Directors duly called and held by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Dale Cox, Board President

ATTEST:

\_\_\_\_\_  
Jessica Asher, Board Secretary

**July 1, 2023 - June 30, 2024**

THIS AGREEMENT, is made and entered into as of the date of last signing, by and between OLYMPIC VALLEY PUBLIC SERVICE DISTRICT, a public entity existing pursuant to the laws of the State of California, P. O. Box 2026, Olympic Valley, California 96146, hereinafter called "District" and TAHOE TRUCKEE SIERRA DISPOSAL COMPANY, INC., a California Corporation, P. O. Box 135, Tahoe City, California 96145, hereinafter called "Contractor."

District and Contractor, in consideration of the mutual promises and covenants herein contained, have agreed and do agree as follows:

**A. General Conditions**

- 1.01.** Residential trash collection: Contractor will provide exclusive collection services for regular household-generated waste (excluding remodel and/or home project construction debris, household hazardous waste and yard waste) for each residential location within the District paying the service collection rate, including single-family units paying a single service collection rate, and multiple living units paying the collection rate for each individual unit, in Olympic Valley, California, and disposal of the same outside of the District boundaries in conformance with all State, Local and Federal regulations.
- 1.02.** Commercial trash collection services: Upon customer request, or as otherwise required by ordinance, Contractor shall exclusively provide collection services for commercial garbage, trash and waste (including remodel and and/or home project construction debris) within the boundaries of the District, using debris boxes. Contractor shall charge and collect payments for such service at the same service rates which Contractor charges in surrounding Placer County Franchise Area #3, as published and updated from time-to-time by Placer County. District shall not pay for such services rendered (except for any additional services not already included within the scope of this Agreement that the District may potentially order itself), and Contractor shall collect payments for such services from those persons or entities requesting or requiring such services. District shall not provide payment for such services unless District is directly requesting service for the removal of waste from properties owned, operated, or overseen by District.
- 1.03.** Contractor agrees to comply with all regulations and ordinances of District in the performance of the services provided by Contractor pursuant to the terms of this Agreement as well as are required by Contractor's franchise agreements with County of Placer, which are incorporated herein by this reference.
- 1.04.** Contractor and District mutually acknowledge that the continued enactment and enforcement of a mandatory garbage pick-up regulation by District within its boundaries has been a factor inducing Contractor to agree to the terms of this Agreement. Should District repeal its regulations requiring such mandatory pickup, or should District fail to make reasonable efforts to enforce such regulations, Contractor may terminate this Agreement upon giving a thirty (30) day notice of such termination in writing.
- 1.05.** This Agreement shall not be assignable by either party without the prior written consent of the other party.

- 1.06. Subject to the provision regarding assignment, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.
- 1.07. Contractor shall obtain general liability insurance coverage in such amounts and with such insurance carriers as Contractor is required to provide by reason of its franchise with the County of Placer, State of California, and shall provide, by endorsement on such policies, the District as a named insured.
- 1.08. Contractor agrees to indemnify District against any and all claims for loss, liability or damage arising out of or in connection with the service to be performed pursuant to this Agreement and in connection with or arising out of the acts or negligent omissions of principals, agents, subcontractors or Contractor's employees, however caused, while said employees are engaged in activities connected with the performance of the services to be provided by Contractor to District and to its inhabitants pursuant to the terms of this Agreement including, without limitation, collection, handling and disposal of garbage and refuse.
- 1.09. This Agreement shall continue in force for a period of one (1) year commencing July 1, 2023, through June 30<sup>th</sup>, 2024. Absent written notification by either party of an intention to not renew the existing contract, then the terms of this contract as amended shall automatically be renewed for an additional one (1) year term. Written notification not to renew shall be no sooner than one (1) year and no later than six (6) months prior to the end of the current term.
- 1.10. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the parties to be charged.
- 1.11. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled.

**B. Collection Provisions**

- 2.01. Contractor should maintain records of those residential lots provided with garbage collection service by Contractor within the District, the number of containers of garbage collected by Contractor on a weekly basis, and upon request will provide such records to District.
- 2.02. Contractor shall collect curbside garbage from customer-provided container(s) not to exceed 32-gallon cans in volume or 51 lbs. in weight, placed within 10 feet of the curb, or within residential bear boxes designated for household garbage. For distances exceeding 10 feet for curbside pickup, or 25 feet for bear boxes, residents shall arrange directly with Contractor to service the location for an additional fee, to be collected by Contractor.

Residential collection is once weekly, and the total weekly quantity collected included in the service collection rate shall not exceed four (4) cans per residential unit week per week; in the case of multi-family units, each unit paying the service collection rate is individually allotted up to 4 cans collected per week. Contractor reserves the right to collect more than 4 cans per individual unit at its own discretion, or as may be required by ordinance. In such cases, Contractor will invoice residential parcel owner(s) directly for extra trash services exceeding the base service levels. District will provide Contractor with the list of service

locations and property owners' mailing addresses, for purposes of mailing bills for extra service provided.

Contractor is not obligated to collect waste that is not well-secured and contained or strewn in a mess. To the extent Contractor may do so at its own discretion, or as may be required by ordinance, Contractor may charge the responsible party a reasonable fee for the incremental costs incurred. In such cases, and to the extent it becomes necessary, Contractor will inform and work with the District to reduce future such instances in the most cost-effective manner satisfactory to both parties.

- 2.03.** Contractor shall perform collection service on Monday of each week unless Contractor is prevented by circumstances beyond its control from providing such service on said day of each week.
- 2.04.** Weekly collections shall commence on or after the hour of 7:00 a.m. and shall be completed as soon thereafter as feasible.
- 2.05.** In addition to the weekly collection services, Contractor shall provide during Memorial Day weekend of each year two twenty-yard dumpster bins placed at locations within District boundaries as shall be designated by District for the purpose of a general local clean-up program of accumulated trash and waste collected by local residents during the course of such clean-up program. Contractor will collect the trash and waste as needed during such weekly clean-up program and after the termination thereof.
- 2.06.** In lieu of Contractor providing an annual spring Fire Safety Day, Contractor will make available to the District up to twenty discounted large debris boxes (any mix of 20-yard and/or 30-yard sizes) for placement of clean, source-separated Green Waste material generated by residents within the District. Discounted boxes ordered by the District will be charged at 50% of the corresponding MSW debris box rate(s).
- 2.07.** Contractor shall provide an annual curbside collection Christmas Tree Recycling Program for trees that are cut into three (3) foot segments and free of foreign matter (e.g. tinsel, flocking, lights, stands, nails) for one week during the month of January at the discretion of the Contractor.
- 2.08.** Included within the service collection rate is a mandatory fee remitted to Placer County, entitling each paying Residential unit to participate in Placer County-sponsored programs. For the 2023-2024 rate year, these are expected to include: [a] seasonal access for district residents to self-haul and dispose for free at the ERL facility located on Cabin Creek Road up to 6-yards of loose Green Waste material per household; [b] seasonal access to customer-ordered 6-yard Green Waste only dumpsters (discounted individual customer charges of \$146.03 apply for the 2023-2024 rate year); [c] free drop-off of residential HHW (household hazardous waste) at the ERL facility located on Cabin Creek Road (hours of operation and material limits apply) and [d] participation in occasional Placer County sponsored recycling events, including Green Waste drop-off events held annually at several locations in Placer County. Contractor does not have control over what programs may be added or eliminated, provisioned for within the Placer County fee.



- C. Payment Provision:** District agrees to compensate Contractor for the services specified herein as follows:
- 3.01.** For collection and removal of garbage known as residential garbage service, a payment of Twenty-Eight Dollars and Ten Cents (\$28.10) per month for each single-family unit for the period July 1, 2023 thru June 30, 2024.
  - 3.02.** Should any charges enforced by the District or Placer County be determined by a court of competent jurisdiction to be invalid, or violate any provision of law, said portion of the Agreement shall be of no force and effect, without affecting any other portion of this Agreement.
  - 3.03.** Contractor shall have the option to bill District for all payments due pursuant to this Agreement for a calendar quarter by the fifteen<sup>th</sup> (15<sup>th</sup>) day of the last month of each calendar quarter or accept the payment breakdown prepared by the District and included with the payment.
  - 3.04.** District shall provide payment to Contractor for those sums billed for the calendar quarter by the first working day of the month following the end of the calendar quarter.
  - 3.05.** Should the contract automatically renew for subsequent terms extending beyond the 2023-2024 rate year, the rates will be adjusted effective July 1<sup>st</sup> each year for any increase in the garbage and trash collection component of the Consumer Price Index, using Series: ID: CUUR0000SEHG02, Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics. The data to be used shall be an average of twelve months (October through September) prior to the operating rate year for which the adjustment is to be made (for example, the adjustment for the 2024-2025 operating rate year will use statistics from October 2021 through September 2023). If the index should become no longer published or no longer available during the Agreement, both parties will meet and confer to determine the most similar index still being published for use as a substitute. In the event that any calculated annual rate adjustment exceeds 6%, the amount above 6% will be carried-forward and cumulatively incorporated into subsequent year rate adjustments, until the foregone amount becomes fully captured in the rates.
  - 3.06.** Rate adjustments for extraordinary costs. The monthly residential base rate and associated rates may be adjusted at times when agreed upon in advance and in writing by both Contractor and District for unforeseen extraordinary costs not captured in the adjustment index used, including, but not limited to, changes in laws and regulations, and instances in which the Contractor's disposal costs may increase at a higher amount than the published index reflects. District may defer timing of the rate adjustment until the July 1<sup>st</sup> beginning of the next rate year, with any amounts incurred by the Contractor prior to that date included within the calculation of the adjustment.
  - 3.07.** Changes in scope of work. Should District request additional services be provided, Contractor may submit a proposal to provide such services, to be billed at the Contractor's cost, plus a 10% profit.
  - 3.08.** Contractor's fees may be adjusted by future modifications to District Ordinances. At such time as modifications to the Ordinance are made, Contractor shall be advised and revisions to this Agreement will be made as needed.

**3.09.** Should any charges enforced by the District or Placer County be determined by a court of competent jurisdiction to be invalid, or violate any provision of law, said portion of the Agreement shall be of no force and effect, without affecting any other portion of this Agreement.

Executed on the date set forth above at Olympic Valley, Placer County, California.

**OLYMPIC VALLEY PUBLIC SERVICE DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dale Cox, President, Board of Directors

ATTEST:

\_\_\_\_\_  
Jessica Asher, Board Secretary

**TAHOE TRUCKEE SIERRA DISPOSAL COMPANY, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Collins, General Manager  
Authorized Representative