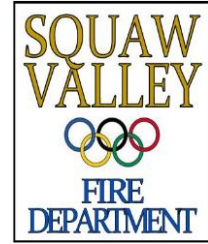




SQUAW VALLEY PUBLIC SERVICE DISTRICT



GARBAGE SERVICE AGREEMENT RENEWAL

DATE: May 28th, 2019

TO: District Board Members

FROM: Danielle Grindle, Finance & Administration Manager

SUBJECT: 2019-2020 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.

The District contracts with the Tahoe Truckee Sierra Disposal Company, Inc. (TTSD), Tahoe City, for municipal solid waste collection and disposal services. Squaw Valley, Northstar and Alpine Meadows all have a similar level of service and contract with TTSD.

DISCUSSION: Attached is the proposed contract for Olympic Valley residential garbage collection services. The terms of the agreement contain no substantive changes other than a rate increase as follows:

PERIOD	BASE RATE	PLACER FEE	TOTAL
07/01/18 - 06/30/19	19.94	.80	\$20.74
07/01/19 – 06/30/20	20.74	.83	\$21.57

Rates for the coming year will be increasing by 4%, which is historically higher than what we've seen. Increases are due to disposal fees going up as landfills get smaller, increases in labor costs, and a reduction in revenue for recyclables. These increases will be passed through to District customers as much as our Prop 218 notice allows, in this case 3%. We are still anticipating a slight surplus to our garbage operations at the end of June 2020.

In addition to weekly collection services, the TTSD service includes:

- Holiday Dumpsters (sec. 2.05.)
- Clean-Up Day Dumpsters (sec. 2.06.)
- Fire Safety Day Dumpsters (sec. 2.07.)
- Christmas Tree Recycling Program (sec. 2.08.)

ALTERNATIVES:

1. Alternative #1 – approve staff recommendation, below.
2. Alternative #2 – reject staff recommendation.
3. Alternative #3 – provide direction to staff for acceptable terms.

RECOMMENDATION: Adopt Resolution 2019-07 which awards the garbage collection agreement to TTSD and authorizes the Board Chair and Secretary to the Board to execute the agreement.

ATTACHMENTS: 2019-2020 TTSD Garbage Disposal Agreement and Resolution 2019-07

DATE PREPARED: May 22nd, 2019

OLYMPIC VALLEY RESIDENTIAL GARBAGE SERVICE AGREEMENT
July 1, 2019 - June 30, 2020

THIS AGREEMENT, is made and entered into as of the date of last signing, by and between SQUAW 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.** The service to be provided under this Agreement consists of collecting garbage (including household garbage, rubbish, weeds, trash and waste) from each residential lot, either single-family unit or multiple living units, 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.** Contractor shall provide commercial garbage, trash and waste collection services within the boundaries of the District for the term of this Agreement at rates established by Contractor pursuant to Contractor's franchise with the County of Placer. District shall not pay for such services rendered and Contractor shall collect payments for such services rendered from those persons or entities requesting such service and Contractor shall collect payment for such services at rates specified by Contractor pursuant to this paragraph for those persons or entities requesting such service or requiring the same. District shall not provide payment for such services unless District is directly requesting service of the removal of waste from properties owned or operated 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, 2019 and expiring June 30, 2020, and shall terminate automatically at the end of such period.
- 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 garbage from customer-provided container(s) and shall pick up and remove all garbage located within a ten (10) foot radius thereof. Contractor shall pick up all waste located outside of and within a ten (10) foot radius of any container utilized for such collection when such waste has been clearly designated for pickup by written instructions appended to the container by an occupant or owner of the premises upon which such container is located. The total quantity for pickup at any one time shall not exceed four (4) cans.
- 2.03. Contractor shall perform collection service on Monday of each week unless Contractor is prevented by circumstances beyond his 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 make available as many as two, (6) cubic yard capacity dumpster bins as shall be required by District at 1810 Squaw Valley Road and as deemed needed by District and shall, once a week, or as required, collect garbage, trash and waste accumulated therein and dispose of the same as herein provided. The Contractor shall make special amends to provide adequate dumpster capacity and service in order to maintain the site compliant with Placer County Department of Environmental Health codes and ordinances during the holiday periods of Christmas, New Year's, Martin Luther King Jr. Day and Presidents' Day. Contractor may, at its discretion, engage with an outside source, including the Bear League, to assist in fulfilling said obligation.
- 2.06.** In addition to the weekly collection services, Contractor shall provide during one (1) week of each year dumpster bins placed at locations within District boundaries and during such week 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.
- 2.07.** Contractor shall provide an annual spring Fire Safety Day between the hours of 7:30 a.m. and 2:00 p.m. During this event, Contractor shall offer, at no charge, free disposal of three (3) yards per trip of non-commercial inert yard wastes generated from residents, to be collected at a centrally located, mutually agreed upon location. Contractor will provide all necessary equipment and labor at the location. Items not accepted are stumps, construction debris, nails, dirt (including sod), rocks, or garbage (including bags). Customers must empty and remove all containers and bags used for carrying the inert materials to the site.
- 2.08.** 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.

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 One Dollars and Fifty-Seven Cents (\$21.57) per month for each single-family unit for the period July 1, 2019 thru June 30, 2020.
- 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 fifteenth (15th) 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. 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.

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

SQUAW VALLEY PUBLIC SERVICE DISTRICT

Dated: _____

By: _____

Dale Cox, Chair, Board of Directors

ATTEST:

Jessica Asher, Secretary to the Board

TAHOE TRUCKEE SIERRA DISPOSAL COMPANY, INC.

Dated: _____

By: _____

Jeff Collins, Manager
Authorized Representative

Dated: _____

By: _____

David Achiro, President
Authorized Representative

RESOLUTION 2019-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SQUAW VALLEY PUBLIC SERVICE DISTRICT
AUTHORIZING THE BOARD PRESIDENT & BOARD SECRETARY TO
EXECUTE THE OLYMPIC VALLEY RESIDENTIAL GARBAGE SERVICE AGREEMENT
FOR FY 2019-2020**

WHEREAS, the Board of Directors of the Squaw Valley Public Service District has adopted regulations for 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 #4, 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.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Squaw 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 28th day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dale Cox, Board President

ATTEST:

Jessica Asher, Board Secretary