

## PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this <sup>29</sup> day of April, 2022, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and MOMENTUM RECYCLING, LLC, a Utah limited liability corporation, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

### 1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). **The fee for the Project shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00) per month or Fifty Four Thousand Dollars (\$54,000.00) per year, for a total not to exceed contract price of One Hundred Eight Thousand Dollars (\$108,000.00)**

The City has designated Jonathan Weidenhamer, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

**2. TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on **April 30, 2024**, or earlier. Subject to mutual written agreement between the Parties, this Agreement may be extended for two (2) two year(s) terms based on key deliverables and waste reduction milestones.

**3. COMPENSATION AND METHOD OF PAYMENT.**

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "**Exhibit B**," or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

**4. RECORDS AND INSPECTIONS.**

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited

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to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

### **5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service

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Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

### **6. SERVICE PROVIDER EMPLOYEE/AGENTS.**

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

### **7. HOLD HARMLESS INDEMNIFICATION.**

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

### **8. INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

- D. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider

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and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

- E. Should any of the above-described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- G. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

### **9. TREATMENT OF ASSETS.**

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

### **10. COMPLIANCE WITH LAWS AND WARRANTIES.**

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee

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that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

### **11. NONDISCRIMINATION.**

Any Service Provider that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

### **12. ASSIGNMENTS/SUBCONTRACTING.**

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

## **PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

### **13. CHANGES.**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

### **14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.**

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

### **15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.



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### **16. TERMINATION.**

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least ninety (90) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within Thirty (30) days' written notice thereof, the City may terminate this Agreement for cause upon thirty (30) days written notice to the Service Provider. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

### **17. NOTICE.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

### **18. ATTORNEYS FEES AND COSTS.**

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

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### **19. JURISDICTION AND VENUE.**

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

### **20. SEVERABILITY AND NON-WAIVER.**

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

### **21. ENTIRE AGREEMENT.**

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

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## 22. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

## 23. ELECTRONIC SIGNATURES.

Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

**PARK CITY MUNICIPAL CORPORATION, a**  
Utah municipal corporation  
445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

DocuSigned by:  
*Matt Dias*  
D5D5222E86E246E

\_\_\_\_\_  
Matt Dias, City Manager

Attest:

DocuSigned by:  
*Heidi K. Long*  
B629134DAD1D4C9

\_\_\_\_\_  
City Recorder's Office

Approved as to form:


DocuSigned by:  
*Tom Daley*  
E160489C9F1445F

\_\_\_\_\_  
City Attorney's Office

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

**MOMENTUM RECYCLING, LLC**, a Utah limited liability company  
658 S 4050 W  
Salt Lake City, UT 84104

Tax ID#: 26-2122289

DocuSigned by:  
  
D88D2D3364C14D6

\_\_\_\_\_  
Signature

John Lair

\_\_\_\_\_  
Printed name

President

\_\_\_\_\_  
Title

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

**PARK CITY MUNICIPAL CORPORATION  
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STATE OF UTAH                     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

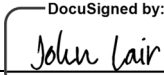
On this \_\_\_\_ day of \_\_\_\_\_, 2022, \_\_\_\_\_ (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (Title or Office) of Momentum Recycling, LLC a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the Service Provider/Professional Services Agreement.

\_\_\_\_\_  
Notary Public

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 2 day of April, 2022 at Salt Lake County, Utah (insert State and County here).

Printed name John Lair

Signature:  DocuSigned by: John Lair  
D88D2D3364C14D6...

# PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

## EXHIBIT “A”

### SCOPE OF SERVICES



### Scope of Work – Operations & Engagement Project Manager

#### Background

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As outlined in the RFP for *Recycling & Trash Disposal Services for the Main Street Business Improvement District* issued in September 2021, Momentum Recycling will provide an Operations & Engagement Project Manager (“**Manager**”) to implement a dynamic waste diversion program to help PCMC & HPCA work towards achieving their stated goal of zero waste (80% diversion) by 2030.

#### Objectives + Deliverables

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The Manager is tasked with the following four (4) objectives related to the waste & recycling collection services for customers in the Business Improvement District (“**BID**”):

**1. Customer Support:**

Create consistency in addressing customer inquiries & concerns. Identify customer requirements, assess their needs, communicate timelines and be the customer’s main contact.

Deliverable: *Monthly Operations Report* – summary of services provided (rescheduled, frequency changes, special collections, etc.) as well as service concerns (vehicle accidents/infractions, general concerns, etc.).

**2. Baseline Data**

Perform waste assessments onsite at customer locations. Collect diversion data to establish baseline metrics per stream. Determine a set Fee Schedule for all collection services.

Deliverable: *Fee Schedule* – for all collection services, including weekends & holidays.

Deliverable: *Customer Audit Report* – identify a minimum of five (5) customers to document and quantify waste/diversion, type, volumes, characterization, options, and costs.

**3. Monitor**

Develop diversion reporting capabilities that are as comprehensive as possible such that all stakeholders can track progress on diversion goals. Decrease common contaminants found in the recycling streams.

Deliverable: *Monthly Diversion Report* – data on weight & volume by category or user group for stakeholders to monitor the City’s progress in achieving their yearly diversion goals.

**4. Engagement**

Collaborate with all stakeholders and service providers in the area to streamline disposal & recycling services to minimize materials bound for the landfill. Lead many different projects concurrently and ensure cohesion between all stakeholders involved. Establish educational tools & staff training techniques for businesses to utilize.

Deliverable: *Monthly Engagement Report* – detailed summary of customer interactions & engagement including customer achievements & challenge areas, concerns & feedback.

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## Schedule

The contract term for the RFP is 6-years with two, two-year extension options. Particularly in the first 2-years is when the Manager will provide the most impact, taking on more of an advisory role to the HPCA's waste needs in the latter part of year 2. This schedule is based on the RFP and is subject to change based on the evolving needs of the program. To that extent, the schedule outlined below is for a 2-year minimum contract for the Manager and is based on PCMC's diversion goals of:

- 40% by 2025
- 60% by 2027
- 80% by 2029

### Year 1: Research + Analysis

Diversion Goal: N/A – need to establish baseline data in Year 1.

**Overview:** The Manager will study how the current system works by meeting with stakeholders, mapping out every aspect of Main St, establishing lines of communication, and formulating an initial assessment with specific actions for improvement.

- **Leadership Meeting:** setup & lead a recurring meeting with PCMC & HPCA to provide status updates and to work with them to identify options for achieving diversion goals.
- **Fee Schedule:** finalize schedule and establish a competitive bidding/procurement process for potential subcontractors.
- **Diversion Reporting:** setup system for logging and reporting on weight & volume to establish baseline metrics per stream.
- **Communication:** establish lines of communication for customer support with the key component of maintaining positive morale amongst all parties and ensure stakeholders are engaged with PCMC's zero waste goal.
- **Stakeholder Meetings:** much of Year 1 spent in discovery sessions with various stakeholders in order to create an all-encompassing perspective of the changes required to move PCMC towards its zero waste goal with the main focus on understanding their needs (investigate sources of waste, assess purchasing decisions, determine service needs, clarify billing, etc.).
- **3<sup>rd</sup> Party Haulers:** avoid service interrupt by seamlessly transitioning customers using a 3<sup>rd</sup> party hauler to contracted service providers (i.e. Momentum Recycling or Republic Services).
- **Customer Data:** compile a list of all BID area businesses + construct a template on relevant data points to collect related to services, hauler(s), billing, concerns/requests, etc.
- **Waste Assessment:** catalog each business's waste stream and handling (container location, size, frequency, hauler, etc.) along with the data furnished in the City's *Waste Characterization Study*.
- **Service Enhancements:** assess potential service improvements or additional services to divert more materials in the waste stream (i.e. electronic waste, grease, etc.).
- **Signage:** create universal signage for BID Area use.



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## Year 2: Implementation + Assessment

Diversion Goal: 25%

**Overview:** The Manager will implement waste stream changes and assess their impact while becoming the waste advisory person to BID customers.

- **Operational Adjustments:** strategize enhancements based on diversion data collected in Year 1 to implement operational adjustments.
- **Waste Management Plan:** after initial assessment/meetings, finalize & communicate plan for specific actions required to reach diversion milestones.
- **City Ordinances:** work closely with PCMC to identify amendments or additions to existing ordinances as well as to provide support in drafting new ordinances require adherence to the City's waste diversion strategy.

## Year 3: Monitoring Progress / Making Adjustments

Diversion Goal: 30%

**Overview:** mutual option to extend funding for Manager's role.

## Year 4: Monitoring Progress / Making Adjustments

Diversion Goal: 40%

## Year 5: Monitoring Progress / Making Adjustments

Diversion Goal: 50%

## Year 6: Monitoring Progress / Making Adjustments

Diversion Goal: 60%

## Cost + Payment

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The Manager will dedicate twenty (20) hours per week, noting that some weeks may require more hours (particularly at first) while others may require fewer hours. The hourly rate is \$56.25 per hour. The monthly total invoice to PCMC shall not exceed \$4,500.00.

Momentum Recycling will issue monthly statements to PCMC for the Manager's time during the prior month. PCMC will pay Momentum Recycling within thirty (30) days of the date of invoice.

## Closure

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All tangible deliverables will be provided to PCMC & HPCA for their review and approval. Any significant modifications to this Scope of Work must be approved in writing by PCMC, the HPCA and Momentum Recycling.

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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/19/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173		<b>CONTACT NAME:</b> Emelina Medellin	
		<b>PHONE (A/C. No. Ext):</b> (847) 463-7339	<b>FAX (A/C. No.):</b> (847) 440-9127
<b>INSURED</b> Momentum Recycling LLC 658 S. 4050 Salt Lake City UT 84104		<b>E-MAIL ADDRESS:</b> emedellin@assuranceagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		INSURER A : Navigators Specialty Insurance	
		INSURER B : Navigators Insurance Company	
		INSURER C : Houston Specialty Insurance Co	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**APPROVED****COVERAGES****CERTIFICATE NUMBER:** 1328843911**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CH21NP3Z04ZQ0IC	5/7/2021	5/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CH20NCP02132901	5/7/2021	5/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CH21NP3Z04ZQ0IC	5/7/2021	5/7/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Equipment			FB00001054	5/7/2021	5/7/2022	Limit \$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

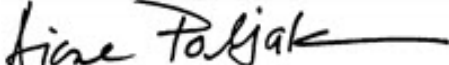
It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.  
 -Park City Municipal Corporation, its officers, officials, employees, and volunteers

A Waiver of Subrogation in favor of the Additional Insureds applies to the General Liability and Automobile policies, when required by written contract and where allowed by law.

Umbrella coverage follows form and is subject to policy terms, conditions, and exclusions.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Park City Municipal Corporation 445 Marsac Avenue, PO Box 1480 Park City UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance, a Marsh & McLennan Agency LLC company		NAMED INSURED Momentum Recycling LLC 658 S. 4050 Salt Lake City UT 84104	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

30 day Notice of Cancellation Applies



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

APPROVED

PRODUCER: Poulton Insurance Services, 2137 East 3300 South, Salt Lake City UT 84109. CONTACT NAME: Melissa Holm, PHONE: (801) 484-4477, FAX: (801) 486-7541. INSURER(S) AFFORDING COVERAGE: Workers Compensation Fund, NAIC #: 10033.

COVERAGES CERTIFICATE NUMBER: CL2221691052 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation applies in favor of certificate holder for the Worker's Compensation Coverage.

CERTIFICATE HOLDER

CANCELLATION

Certificate Holder: Park City Municipal Corporation, PO BOX 1480, Park City UT 84060. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ENDORSEMENT NO.: 2-P**

**Effective 12:01 AM Std Time:** May 7, 2021

**Issued to:** Momentum Recycling LLC

**Policy Number:** CH21NP3Z04ZQ0IC

**Company:** Navigators Specialty Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – YOUR WORK FOR OWNERS, LESSEES OR CONTRACTORS WITH ONGOING AND COMPLETED OPERATIONS, PRIMARY AND NON-CONTRIBUTORY, DESIGNATED PERSON(S) OR OR ORGANIZATION(S) ENDORSEMENT**

It is hereby agreed that Paragraph 3. of **SECTION II. WHO IS AN INSURED** and Condition **21. Other Insurance** apply to the designated person(s) or organization(s) scheduled below.

**Schedule of Designated Person(s) or Organization(s)**

Blanket Where Required by Written Contract or Agreement

**Schedule of Designated Location(s) And Description of Completed Operations**

All Locations Required by Written Contract or Agreement

Nothing in this endorsement shall serve, or be construed, to increase any of our limits of liability under this policy. The limits afforded an Additional Insured are the lesser of the amount you are required to provide in any contract or agreement, if any such limitation exists, or the applicable limits of liability of this Policy.

All other terms, conditions, and exclusions shall remain the same.