

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Kate Nelson, Interim Director of Public Works

**SUBJECT:** Review, Discuss and Approve an Agreement with HERO Environmental for Auxiliary Staffing for Household Hazardous Waste Collection, GL #20002738-7330 Solid Waste Contractual Services, with a Not to Exceed Amount of \$13,000. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

**BUDGET INITIATIVE(S):**

**LONG RANGE PRINCIPLE #1 - SERVICE**

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

**LONG RANGE PRINCIPLE #2 – RESOURCES AND ENVIRONMENT**

Initiating and maintaining effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy.

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Ordinance 1 - Refuse

**DATE:** June 12, 2024

**I. RECOMMENDATION**

Review, Discuss and Approve an Agreement with HERO Environmental for Auxiliary Staffing for Household Hazardous Waste Collection, GL #20002738-7330 Solid Waste Contractual Services, with a Not to Exceed Dollar Amount of \$13,000. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**II. BACKGROUND**

The Waste Not program has been collecting household hazardous waste and e-waste from Incline Village and Crystal Bay residents for 25+ years. Internal staffing is limited and needs one additional person to operate the program safely.

This is a seasonal temporary staffing need for the duration of the HHW collection season. HERO Environmental provides a trained technician to meet safety and operational requirements for the program for 8-10 hours / week for 15 weeks.

**III. BID RESULTS**

This work is not subject to competitive solicitation due to the dollar amount of the Agreement.

**IV. FINANCIAL IMPACT AND BUDGET**

General Ledger account 20002738-7330, Hazardous Waste Contractual Services has remaining budget for FY 2023/24 and this augmentation of staffing has been included in the budget for FY 2024/25.

**V. ALTERNATIVES**

**VI. COMMENTS**

The Agreement has been reviewed and approved substantially to form by District Legal Counsel.

**VII. BUSINESS IMPACT/BENEFIT**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 267, and does not require a Business Impact Statement.

**VIII. ATTACHMENTS**

1. 2024-06-13 Letter Agreement - HERO Staffing

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

1. Approve the Agreement with HERO Environmental for Auxiliary Staffing for Household Hazardous Waste Collection, GL #20002738-7330 Solid Waste Contractual Services, with a Not to Exceed Dollar Amount of \$13,000.
2. Authorize the District General Manager to Execute the Agreement.



June 13, 2024

HERO Environmental  
4900 Mill St. #7  
Reno, NV 89502

Dear Mr. Grimes,

**Letter Agreement for Staffing Services**

This letter shall be our Agreement (“Letter Agreement”) regarding the staffing services described below (“Services”) to be provided by HERO Environmental, LLC (HERO) (the “Contractor”) as an independent contractor to the Incline Village General Improvement District (the “District”) for the District’s Hazardous Materials Collection services (“Project”). The Contractor is retained as an independent contractor and is not an employee of the District. District and the Contractor are sometimes referred to herein as “Party” or “Parties.”

The Services to be provided by the Contractor include the following:

- a. Recruit, screen, interview, and assign its employees to perform the type of work described in Exhibit A under IVGID supervision at the locations specified in Exhibit A;
- b. Pay Assigned Employees’ wages and provide them with the benefits that HERO Environmental offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Assigned Employees;
- d. Require Assigned Employees to sign agreements (in the form of Exhibit B), acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by IVGID; and
- e. Require Assigned Employees to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments to IVGID. Execution of said confidentiality agreements is not intended to and will not preclude Assigned Employees from exercising the District’s Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

PUBLIC WORKS DEPARTMENT  
1220 SWEETWATER ROAD . INCLINE VILLAGE NV 89451  
PH: (775) 832-1203 . FAX: (775) 832-1260 . [WWW.IVGIDPUBLICWORKS.ORG](http://WWW.IVGIDPUBLICWORKS.ORG)

IVGID agrees to provide the following:

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without HERO Environmental's express prior written approval or as strictly required by the job description provided to HERO Environmental;
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change to Assigned Employees' job duties without HERO Environmental's express prior written approval; and
- e. Exclude Assigned Employees from IVGID benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

The term of this Letter Agreement shall be from June 13, 2024 to June 30, 2025. Services on the Project shall begin immediately and shall be completed within the term of this Letter Agreement, unless extended by the District in writing. Neither District nor the Contractor shall be considered in default of this Letter Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Letter Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Letter Agreement.

The Contractor shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada, and consistent with all applicable laws. The Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

The Contractor has represented to the District that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, the Contractor may substitute other personnel of equal competence upon written approval of the District. In the event that the District and the Contractor cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as follows: **Mr. Gary Grimes**.

Compensation shall be based on the actual amount of time spent in adequately performing the Services and shall be billed at the hourly rate(s) described in the Contractor's rate sheet, attached hereto as Exhibit A, and incorporated herein by reference. The total compensation shall not exceed **Thirteen Thousand (\$13,000)** without written approval of the Director of Public Works. The Contractor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the District on a monthly basis as performance of the Services progresses. Invoices shall be emailed to [ap@ivgid.org](mailto:ap@ivgid.org). The District shall review and pay the approved charges on such invoices in a timely manner.

The Contractor shall provide proof of: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence. Insurance carriers shall be licensed or authorized to do business in Nevada. Such insurance carrier shall have not less than an "A-VII" rating according to the latest Best Key Rating unless otherwise approved by the District. The District, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on the Contractor's policies of Commercial General Liability and Automobile Liability insurance and such coverage provided to the District as an Additional Insured shall apply on a primary and non-contributory basis. Waiver of subrogation endorsements in favor of the District shall be provided on the Contractor's policies of Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability insurance.

The District may terminate this Letter Agreement at any time with or without cause. If the District finds it necessary to terminate this Letter Agreement without cause before Project completion, the Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. The Contractor may terminate this Letter Agreement only upon 30 calendar days' written notice to the District only in the event of District's failure to perform in accordance with the terms of this Letter Agreement through no fault of the Contractor. Funding of the Services is dependent on District budget appropriations set each District fiscal year. If necessary funds to continue with the Services are not allocated by the District, this Letter Agreement shall terminate at the expiration of the appropriated funds.

To the fullest extent permitted by law, the Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, the Contractors or agents in connection with the performance of the Contractor's services, the Project or this Letter Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor, the District, its officials, officers, employees, agents, or volunteers.

If the Contractor's obligation to defend, indemnify, and/or hold harmless arises out of the Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, the Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while the Contractor shall not be required to initially defend the District, the Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall reimburse the District for the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor.

The Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. The Contractor is not currently engaged in, and during the duration of the Letter Agreement shall not engage in a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. The Contractor shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Contractor's non-compliance with this paragraph.

To the same extent and under the same conditions as the Contractor, the Contractor shall require all of its subcontractors, sub-subcontractors and the contractors performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. The Contractor's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause.

The Contractor shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. As provided for in the indemnity obligations of this Letter Agreement, the Contractor shall indemnify District against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

The District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

The Contractor shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Letter Agreement. The Contractor shall make such records available to the District for inspection, audit, examination, reproduction, and copying at the Contractor's offices at all reasonable times. However, if requested, the Contractor shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

This Letter Agreement shall be interpreted in accordance with the laws of the State of Nevada. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Washoe County, State of Nevada.

The Contractor shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the District, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

The Contractor warrants that the individual who has signed this Letter Agreement has the legal power, right and authority to make this Letter Agreement and bind the Contractor hereto. If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

**OWNER:**

**INCLINE VILLAGE G. I D.**

**Agreed to:**

By: \_\_\_\_\_

Bobby Magee  
General Manager

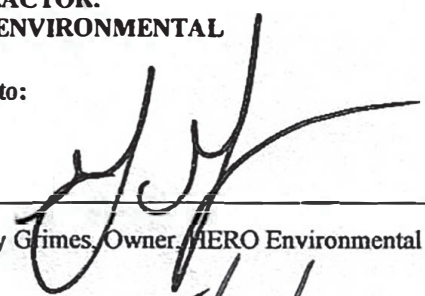
\_\_\_\_\_  
Date

**CONTRACTOR:  
HERO ENVIRONMENTAL**

**Agreed to:**

By: \_\_\_\_\_

Mr. Gary Grimes, Owner, HERO Environmental

  
5/12/24  
\_\_\_\_\_  
Date

PUBLIC WORKS DEPARTMENT  
1220 SWEETWATER ROAD . INCLINE VILLAGE NV 89451  
PH: (775) 832-1203 . FAX: (775) 832-1260 . [WWW.IVGIDPUBLICWORKS.ORG](http://WWW.IVGIDPUBLICWORKS.ORG)

## Exhibit A Rate Schedule

Job Title or Description	Shift	Location	Hourly Bill Rate
Environmental Hazardous Waste Technician (Regular Hours)	8 a.m.- 4:30 p.m.	1220 Sweetwater, Incline Village NV 89451	\$48.00
Environmental Hazardous Waste Technician (Overtime)	IVGID- Approved Only	TBD	\$72.00
Mobilization/Travel Time/Mileage Reimbursement		Portal to Portal	\$48.00

### Hazardous Waste Technician

The Hazardous Waste Technician is responsible for several activities, including waste consolidation, segregation of HW management of waste turn-in, and preparation of HHW for shipment; management of non-hazardous waste such as used oil and off-spec fuel, facility inspections, and container inspections; testing of equipment, contingency planning, and housekeeping; container management and the management of facility maintenance work orders. Minimum requirements for this position are High School diploma and 1-2 years of experience. Soft skills such as math skills, analytical skills, and communication skills.

All employees will be certified in HAZWOPER 40, OSHA 8 and receive training and testing per the requirements of Title 49 CF 172, Subpart H.

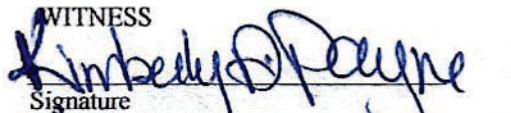


**Exhibit B**  
**Benefits Waiver for Assigned Employees**

**Agreement and Waiver**

In consideration of my assignment to IVGID by HERO Environmental, I agree that I am solely an employee of HERO Environmental for benefits plan purposes and that I am eligible only for such benefits as HERO Environmental may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by IVGID, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to IVGID by HERO Environmental and regardless of whether I am held to be a common-law employee of IVGID for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE  
  
Signature  
Kimberley Haems  
Printed Name  
5/13/24  
Date

WITNESS  
  
Signature  
Kimberly D. Payne  
Printed Name  
5/11/24  
Date

**Exhibit C**  
**Confidentiality Agreement for Assigned Employees**  
**Assigned Employee Confidentiality Agreement**

As a condition of my assignment by HERO Environmental to IVGID, I hereby agree as follows:


I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at IVGID or which I learn about during such assignment.


I will not disclose or in any way reveal or disseminate any information pertaining to IVGID or its operating methods and procedures that come to my attention as a result of this assignment. However, I understand that this Agreement does not preclude me from exercising any rights that may be available to me pursuant to IVGID's Whistleblower Policy, which is available on IVGID's webpage and at its physical office upon request, and pursuant to any associated procedures for reporting suspect misconduct, as that term is defined in the Whistleblower Policy. I understand that all reports of suspected misconduct will be handled by IVGID in accordance with said Whistleblower Policy and associated procedures.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of IVGID.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment by HERO Environmental.

EMPLOYEE  
  
Signature  
Kimberley Harms  
Printed Name  
5/13/24  
Date

WITNESS  
  
Signature  
Kimberley D. Payne  
Printed Name  
5/11/24  
Date

PUBLIC WORKS DEPARTMENT  
1220 SWEETWATER ROAD . INCLINE VILLAGE NV 89451  
PH: (775) 832-1203 . FAX: (775) 832-1260 . [WWW.IVGIDPUBLICWORKS.ORG](http://WWW.IVGIDPUBLICWORKS.ORG)