

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 28th day of February, 2022.

CLIENT

City of Tenino
149 Hodgden St S, Tenino, WA 98589
(the "Client")

CONTRACTOR

RTS Environmental, LLC
536 BROWN RD E
(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Certified Wastewater Operator on record with Department of Ecology (DOE).
 - Perform daily wastewater treatment plant operations including oversight of other employees performing plant operations. Contractor will perform **20 hours** of service per week including onsite operations, travel to facility, and remote non-field related office work. Normal operations will occur Monday through Friday at times between **8 a.m. and 4 p.m.**
 - Perform compliance sampling and associated lab work per NPDES permit.
 - Complete and submit compliance reports to DOE. Communicate with DOE on all compliance matters and notify of any deficiencies.
 - Communicate regularly with City of Tenino staff to ensure proper operation and maintenance is achieved.

- Provide on call emergency response including remote system access. Onsite emergency response will be provided at an additional charge.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until February 28, 2023, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. Every 3 months the contract will be reassessed for hours worked, services provided, and compensation.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client for Services at the rate of **\$5,500.00** per month (the "Compensation") for normal allotted services stated in section 1. Additional services will be billed at a rate of **\$75.00** per hour including travel to and from facilities, and work outside of normal onsite operating schedule. Emergency response and on call services will be billed at the same hourly rate with a minimum of 1/2 hour for remote work and 2 hours for onsite work.
8. Additional services by Contractor will not be billed without approval by Client, which may include phone, or email correspondence.
9. The Client will be invoiced every month.
10. Invoices submitted by the Contractor to the Client are due within 15 days of receipt.
11. Either party may terminate this agreement by providing not less than 60 days' written notice to the other party. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

REIMBURSEMENT OF EXPENSES

12. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. Contractor expenses will be pre approved by the Client before billing, unless purchase is necessary due to an emergency.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
14. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

17. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
18. In the event that the Contractor hires a sub-contractor:
 - the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

19. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

20. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

21. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- City Tenino
149 Hodgden St S, Tenino, WA 98589

- RTS Environmental, LLC
536 BROWN RD E, Chehalis, WA 98532

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

- 24.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

- 25.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

- 26.** The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

- 27.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

- 28.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

- 29.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

- 30.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

- 31.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

SEVERABILITY

- 32.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

- 33.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this

Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 28th day of February, 2022.

City Tenino
Per: _____ (Seal)
Officer's Name: _____

RTS Environmental, LLC