



## OFFICE WASTEPAPER PURCHASE AGREEMENT

It is agreed between Sierra Fibers (Buyers) and Douglas County (Seller) that the provisions herein set forth describe the Office Wastepaper Purchase Program between the two parties, including operating procedures, related fees, and conditions of this contract.

### General

The Buyer agrees to purchase from the Seller, and the Seller agrees to sell the Buyer, used office wastepaper as herein described. In performing its duties under this Agreement, the Buyer shall at all times be considered to be an independent contractor and not as an agent for this Seller.

### Description

The office wastepaper shall consist of all white papers common to office procedure and will consist of the following three (3) categories which will be segregated by Seller:

1. Sheets of white paper, the type crossing most desks. (White Ledger)
2. Computer Printout papers. (Computer Printout)
3. Computer tabulation cards (Tab Cards) to be packed in boxes. Boxes are those in which tab cards were originally delivered.
4. Other grades as designated in accordance with PS-80 standards.

White office wastepapers delivered under this Agreement shall be kept in a dry condition in containers provided by Buyer. This wastepaper shall be substantially free of any and all contaminants and foreign matters including, but not limited to:

dirt and floor sweepings, colored paper, carbon paper, photographics or blueprint paper, paper clips, metal binders or fasteners, gummed or pressure sensitive labels, adhesives, rubberbands, glossy paper, slick copies or other coated, waxed, plasticized papers, oversized envelopes and window envelopes, magazines, newspapers, telephone books, paper back books, cardboard tablet backings, bindings, tobacco and cigarette packages, coffee cups, styrofoam, plastics, wood, cloth, candy and gum wrappers, lunch bags, waxed paper, cellophane, facial tissues, napkins, and paper towels.

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From time to time, the Seller may request the Buyer to pickup from its various offices, boxes of wastepaper and records which may contain a certain amount of contaminants. It is understood that if the level of contaminants in such containers is too high to justify recycling the contents, the Buyer may offset the cost of shredding or otherwise destroying such records against any future payments owing Seller. The Buyer will provide the Seller with satisfactory evidence of the contaminant levels of such materials.

Pickup or Delivery

The Seller will pickup all materials from State buildings and stage in one central location. Buyer will pickup material in full truckload quantities.

Collection Materials

The Buyer agrees to provide the Seller with a sufficient supply of containers for collection of wastepaper previously described.

Should this agreement be terminated by either party, the Seller shall return to the Buyer, at the Buyer's expense, any such collection material connected with the Buyer's program as reasonably possible.

Price

The price per ton for the quantity of paper sold hereunder shall be no less than the following percentage of the "Official Board Market" (OBM) published price for the San Francisco area, FOB Minden, Nevada. The monthly price shall be the average price quoted in the second issue of each month. The price per ton for White Ledger will be no less than 25% of OBM.\* Since OBM does not publish a price for Computer Printout, the price per tons for Computer Printout will be no less than 25% of OBM White Ledger. The price per ton for Manila Tab Cards will be no less than 25% of OBM.

\*Should the Seller begin to use and generate Groundwood Computer Printout, it would be purchased as such and priced at 10% of OBM Grade 6 (No. 1 News).

Payment

The contract price of each shipment received during a calendar month shall be paid by the Buyer without discount for prompt payment on the 10th of the following month.

Personnel

Only qualified, bonded service personnel, directly employed and supervised by the Buyer will be used in the shredding or destruction of the Seller's wastepaper or records. The Buyer agrees to

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remove from any work involving entry on Seller's premises an employee who fails to comply with Seller's confidentiality requirements for materials Buyer picks up from the Seller.

### Confidentiality

Buyer agrees to make every reasonable effort and to take every reasonable precaution to avoid disclosure of any information contained within the materials the Buyer purchases and collects. The Buyer agrees not to allow any of the materials Buyer collects to get into the hands of other parties before shredding. Buyer agrees to set aside and report any items of value that the Buyer observes in the materials it collects that don't appear to belong there, such as personal belongings, currency, uncanceled checks, or securities, etc. Buyer will furnish Seller with a certificate relating to each pickup of materials that Buyer makes attesting to the fact that all designated confidential papers and documents received from Seller have been destroyed by Buyer beyond practicable reconstruction.

### Insurance and Liability

The Buyer will maintain an account with the Supervisor of State Industrial Insurance in full compliance with their responsibilities under the Nevada Workmen's Compensation Act.

The Buyer will maintain a Fidelity Bond - each employee - \$10,000.00 dollars (Note: If Buyer's policy has any deductible lower limit, Buyer agrees to pay such portion applicable in the event of a loss to the Seller through negligence or willfull disclosure by the Buyer, it's agents, or employees of any of the contents contained within the materials).

### Delays

In the event that the Buyer shall be prevented from receiving, repacking and shipping said paper; or in the event that the Seller shall be prevented from producing said paper due to governmental or administrative prohibitions, labor difficulties, acts of God, act of public enemy, fire, riot, accident, breakdown of equipment, weather conditions, delivery interruptions, or other causes beyond the control of Buyer or Seller as the case may be, said parties so prevented shall, upon notice to the other party, be thereafter released from its obligation hereunder so long as such causes continue.

### Governing Ordinances

This Agreement shall be governed by the laws of the State of Nevada including the uniform commercial code in effect therein, and including trade custom and practice particularly the paper stock standards and practices published in Circular PS-80 of the Paper Stock Institute of America.

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Liabilities

Buyers agree to furnish Sellers with Certificate of Insurance with minimum liability limits of \$1,000,000 for personal injury, bodily injury and property damage. Buyer further agrees to add Douglas County, its elected officials, board and employees as additional insured. Seller will be notified in writing 30 days in advance of any Notice of Cancellation.

Duration of Agreement and Cancellation

This Agreement shall become effective on August 12, 1982 and performance shall commence as soon as reasonably practical thereafter, and continue until August 12, 1983 with renewal on a year to year basis.

This agreement may be terminated by either party on seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party, through no fault of the terminating party. If this agreement is so terminated, the Seller shall be paid for all materials delivered to the Buyer and accepted by the Buyer prior to the date of termination.

Buyer agrees to fully exonerate, indemnify and save harmless the Seller from and against all claims and actions, and all expenses incidental to the defense of such claims or actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Buyer or by conditions created thereby, and among such other things, if requested by the Seller, to assume without expense to the Seller the defense of such claims or actions.

The Seller shall have the right of cancellation for services under the terms of the contract in the event of changes in the Seller's plans which obviate the necessity for continuing the contract, by giving 30 days notice by mail to the Buyer.

Accepted:

DOUGLAS COUNTY

By [Signature]  
Title Chairman, Co. Comm.

Date 8-12-82

SIERRA FIBERS

By [Signature]  
Title Sales Representative

Date 8-15-82

ATTEST:

[Signature]  
YVONNE BERNARD, Clerk to the Board  
By: [Signature]

REQUESTED BY  
Douglas Co. Admin Services  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
# no fee

1982 AUG 13 / PH 3: 01

SUZANNE BEAUDREAU  
RECORDER  
[Signature]  
Dep.

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