

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") dated **September 5th, 2025** ("Effective Date") is entered into by and between CANYON COUNTY SOLID WASTE, an Idaho county organization with its principal place of business located at 15500 Missouri Avenue Nampa, Idaho 83686 ("CC Solid Waste") and CARBON SOLUTIONS NORTHWEST, LLC, an Oregon limited liability company with its place of business domiciled at 4110 SE Hawthorne Blvd., Box #433 – Portland, Oregon 97214 ("Consultant"), for the purpose of setting forth the terms and conditions by which CC Solid Waste will acquire Consultant's services on an ongoing basis.

In consideration of the mutual obligations specified in this Agreement, and any compensation paid to Consultant for services provided hereunder, the parties agree as follows:

1. Work And Payment. Attached to this Agreement as **Exhibit A** hereto is a statement of the work ("Statement of Work") to be performed by Consultant on a work-for-hire basis, which includes Consultant's rate of payment for such work, actual expenses to be reimbursed (if any) in connection with such work, the maximum price CC Solid Waste shall be obligated to pay Consultant under the terms of the Agreement and such other terms and conditions as shall be deemed appropriate or necessary for the performance of the work.

CC Solid Waste is not obligated to issue any additional orders for work by Consultant under this Agreement. Consultant should not commence services listed the Statement of Work until Consultant and an authorized representative of CC Solid Waste execute this Agreement.

2. Nondisclosure. During the term of this Agreement and in the course of Consultant's performance hereunder, Consultant may receive and otherwise be exposed to confidential and proprietary information relating to CC Solid Waste's business practices, strategies and technologies. Such confidential and proprietary information ("Information") may include, but not be limited to, confidential and proprietary information supplied to Consultant with the legend "Canyon County Solid Waste Confidential and Proprietary Information" or the equivalent.

Consultant acknowledges the confidential nature of the Information, and agrees that the Information is the sole, exclusive and irreplaceable property of CC Solid Waste. Accordingly, Consultant agrees that he will not (i) reproduce the Information without the prior written approval of CC Solid Waste, (ii) use the Information except in the performance of Consultant's obligations under this Agreement, and, (iii) disclose all or any part of the Information in any form, whether oral or in writing, to any third party, either during or after the term of this Agreement, except as otherwise provided herein. Upon termination of this Agreement for any reason, including expiration of term, Consultant agrees to cease using and to return to CC Solid Waste all whole and partial copies and derivatives of the Information, whether in Consultant's possession or under Consultant's direct or indirect control.

This Section 2 shall survive the termination or expiration of this Agreement for any reason.

3. Qualifications. Consultant represents and warrants, that Consultant (i) possesses the qualifications necessary to perform the work described in the Statement of Work, and (ii) has

and is known to have high ethical standards and professional integrity within Consultants profession. Consultant shall, at all times, use professional conduct in the performance of his obligations under this Agreement.

4. Limitation of Liability. Neither party shall be liable to the other for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), even if that party has been advised of the possibility of such damage. To the extent that the applicable jurisdiction does not allow the limitation of liability for incidental or consequential damages, such limitation shall not apply.

5. Confidentiality. CC Solid Waste retains all right, title, and interest in its Confidential Information. During the term of this Agreement and for a period of three (3) years thereafter, Consultant shall not disclose to any third party any Confidential Information or use Confidential Information for any purpose not specified in this Agreement. Consultant agrees that all persons having access to Confidential Information under this Agreement will abide by the confidentiality obligations set forth in this Agreement. Consultant shall not disclose to CC Solid Waste any information which is confidential and/or proprietary to a third party without first obtaining the written consent of both such third party and CC Solid Waste or use Confidential Information for any purpose other than that indicated in this Agreement without CC Solid Waste's prior written approval.

6. Termination. The term of this Agreement shall commence upon the Effective Date and continue for a period of one (1) year. Thereafter, the Agreement will automatically renew for additional one (1) year terms unless either party provides the other a notice of non-renewal at least thirty- (30) days prior to the expiration of the then current term. Either CC Solid Waste or Consultant may terminate this Agreement in the event of (a) a material breach of the Agreement which is not cured within thirty (30) days of written notice to the other of such breach; (b) the filing of bankruptcy papers or other similar arrangements due to insolvency; (c) the assignment of Consultant's obligations herein; (d) Consultant's acceptance of consulting arrangements with third parties which are or may be detrimental to CC Solid Waste's business interests; or (e) the governing body of CC Solid Waste fails to appropriate funding for performance of the Agreement.

Notwithstanding the above, CC Solid Waste may terminate this Agreement without cause by providing thirty (30) days written notice to Consultant. Upon receipt of notice Consultant shall immediately cease work, unless otherwise advised by CC Solid Waste, and Consultant shall notify CC Solid Waste of any reasonable costs incurred prior to the date of termination.

7. Independent Contractor. Consultant is an independent Contractor, is not an agent or employee of CC Solid Waste and is not authorized to act on behalf of, or legally bind, CC Solid Waste. Consultant will not be eligible for any employee benefits, nor will CC Solid Waste make deductions from any amounts payable to Consultant for taxes. Taxes shall be the sole responsibility of Consultant.

8. Assignment. Consultant shall make no assignment of this Agreement without the prior written consent of CC Solid Waste. This Agreement shall be binding upon the permitted successors and assigns of CC Solid Waste and CC Solid Waste may assign this Agreement to such third parties pursuant to a transfer of all or substantially all of CC Solid Waste's assets and business relating to the subject of this Agreement, whether by merger, sale of assets, sale of stock, or otherwise.

9. General. This Agreement and Exhibit A attached hereto, and hereby incorporated herein, constitute the parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be waived, modified, amended or assigned unless mutually agreed upon in writing by both parties. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement. The laws of the State of Idaho, excluding its conflicts of laws principles, shall govern the terms of this Agreement. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall otherwise specify in writing. Such notice shall be deemed given upon personal delivery, or sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CANYON COUNTY SOLID WASTE

CONSULTANT:

Sign: See signature page

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

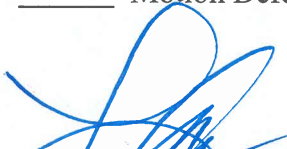

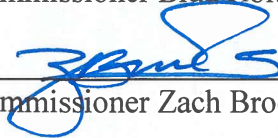
Date: _____

Consultant's Federal Tax ID #: 20-8590275

DATED this 11th day of September, 2025.

CANYON COUNTY BOARD OF COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: RICK HOGABOAM, CLERK

By: J Ross

Deputy Clerk

Exhibit A

STATEMENT OF WORK

Work to be performed and Rate of Payment:

Under the direction of **David Loper**, the following is the Work to be performed by Consultant under this Agreement.

Carbon Solutions Northwest (CSNW) will help Canyon County Solid Waste (“CC Solid Waste”) evaluate a project to upgrade Biogas at CC Solid Waste’s landfill (the “Work”). Specifically, CSNW will help CC Solid Waste assess an approximately 1,000 Standard Cubic Feet per Minute (scfm), biogas-production opportunity from a financial perspective, including preparation of a cash-based, 25-year project proforma that assesses all aspects of project development, e.g.:

- a. Production of raw biogas.
- b. Plant uptime.
- c. RNG recovery rate.
- d. Project revenue scenarios, including:
 - i. Sale of RNG as transportation fuel, and
 - ii. Sale of RNG on a fixed-price basis, e.g.: Sale of RNG to a gas utility.
- e. Application of relevant tax and environmental credits, such as Renewable Identification Numbers (“RINs”), Alternative Fuel Tax Credits (“AFTCs”), as well as any RNG-investment or RNG-production tax credits that may be approved by Congress before September 30th, 2025.
- f. Operation and Maintenance costs (“OPEX”).
- g. Required capital investment (“CAPEX”).
- h. Net cash flow over time.
- i. Cash-based Simple Payback Period.
- j. Project Internal Rate of Return (“IRR”).

CSNW will help CC Solid Waste’s leaders understand project parameters; CSNW may also help manage project deployment and implementation.

Any efforts which CSNW performs associated with development of an RNG-production project will be invoiced at \$125.00 per hour. Within 30 hours of commencing the Work,

CSNW shall complete steps A through J, as set forth above. Within 30 hours, CSNW will also provide CC Solid Waste a project timeline with key milestones and contingencies, budgetary details, and anticipated next steps that CSNW deems in its professional opinion as reasonably necessary to accomplish the Work ("Project Scope"), which Project Scope shall be memorialized in a subsequent amendment as Exhibit B to this Agreement. In this way, total fees required to complete Exhibit A of CSNW's and CC Solid Waste's work together shall not exceed \$3,750.00.

CSNW will also seek technical support from a firm with experience designing, building, operating, and maintaining RNG-production facilities at landfills.

The rate at which CC Solid Waste will be billed by CSNW will be: \$125.00 per hour, and adjustments to this hourly rate will be considered at the outset of each calendar year.

CC Solid Waste will reimburse CSNW for reasonable and actual expenses, and CSNW does not need written permission from CC Solid Waste for expenses less than or equal to \$500.00 ("De Minimis Costs"); provided however, that De Minimis Costs shall not exceed \$750.00 for each month and CSNW shall provide an accounting of all De Minimis Costs to CC Solid Waste with each monthly invoice. When an expense is expected to exceed \$500.00, Consultant shall seek written permission from CC Solid Waste prior to incurring such an expense.

Method of payment:

Wire transfer or check paid net-30-Days from the date of invoice; CSNW shall provide CC Solid Waste all information necessary to process payments on or before the Effective Date of the Agreement.