

REPORT TO CITY COUNCIL

DATE: JULY 8, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: LOUIS CELAYA, DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF AGREEMENT FOR CONSULTANT SERVICES WITH SOLID WASTE SOLUTIONS, INC., FOR ONGOING RECYCLING AND SOLID WASTE PROGRAM CONSULTING SERVICES

The City of Agoura Hills has utilized a solid waste consultant for assistance with the many solid waste programs and services it has been required to implement to remain compliant with various mandates from CalRecycle for waste diversion from local landfills. In May 2017, the City Council approved a three-year agreement with Solid Waste Solutions Inc., for solid waste and consulting services. Solid Waste Solutions, Inc., (SWS) has been a valued part of the solid waste administrative team consistently providing exceptional services to the City. SWS played a key role in the City's 2017 re-negotiation of the City's residential solid waste franchise agreement with GI Industries (Waste Management), and is currently assisting with the City's preparation for the upcoming regulation related to AB 1383 (organics). The current agreement will terminate on June 30, 2020. Staff is seeking the City Council's approval of the professional services agreement with SWS for continued consulting services to administer and implement the City's various ongoing recycling and solid waste programs.

The 2020-2023 three-year agreement provides work to be performed on a time-and-materials basis, for a not-to-exceed fee of \$45,000 per year. For the 2020-2023 agreement, SWS is requesting a six point seven percent (6.7%) adjustment in the current billing rates. While the request is 6.7 percent, it would equate to approximately a one point seven percent (1.7%) increase annually from 2017. The basis for the adjustment is costs associated with cost of living, staff insurance, and corporate liability, auto, and errors and omission insurance increases the company has incurred. It should be noted that SWS has held the prior billing rates since July of 2017, with no request for increases since that time. Staff believes the proposed billing rate is fair, as there will be new requirements associated for collection of organics within the residential sector collection process being mandated by CalRecycle. These pending mandates will require working with the City's franchise waste collector to ensure compliance.

SWS continues to provide the same exceptional service and has been instrumental in assisting the City with improving its overall waste diversion percentage, monitoring the Woolsey Fire disaster debris allocations, and navigating the City through the myriad of changes at CalRecycle, and new solid waste mandates from the State (e.g., AB 341, AB 1826, AB 827, and SB 1383). Additionally, SWS assists City staff with close review of neighboring jurisdiction solid waste activities to ensure new developments in the solid waste arena remain at the forefront. Past accomplishments included assisting with re-negotiation of the City's residential franchise agreement, assisting with the implementation of the new residential organics collection program, as required by AB 1826 as it relates to commercial collections, preparing the City for the upcoming State's review of its overall solid waste programs, the continued assistance with the City's door-to-door household hazardous and electronic waste pick-up program, streamlining the City's Construction and Demolition (C&D) Program to provide a less time consuming process for applicants who must complete the initial C&D application. SWS also closely monitors legislation that may impact the City's overall diversion requirements.

Staff continues to be extremely pleased with services provided by SWS and considers them a vital component of the City's solid waste management team. A local based company (Thousand Oaks, CA), SWS is very familiar with the solid waste activities in the Las Virgenes/Conejo Valley region, and Kimberly Nilsson and staff are very knowledgeable and well respected in the solid waste community. As modifications to recycling and solid waste programs continue to be mandated by State law, SWS continues to ensure the City's compliance with all necessary regulations. Some of the tasks that SWS will conduct and continue to provide, include but are not limited to the following:

- Continue to assist with implementation of the AB 341 – Mandatory Commercial Recycling Program, from CalRecycle
- Assist with implementation of the AB 827 – Commercial and Organic Recycling – Recycling Bin, from CalRecycle
- Assist with implementation of the SB 1383, from CalRecycle
- Assist with all aspects of compliance with the residential franchise agreement with G.I. Industries
- Assist with the City's Construction and Demolition program
- Franchise and permitted hauler annual disposal and diversion report preparation
- Assists with grant funding from both the CalRecycles Used Oil Block Grant and California Beverage Container grant programs
- Continue with the preparation of the City's Annual Solid Waste Report to CalRecycle

Staff continues to find SWS extremely knowledgeable, continually responsive to City staff needs, and the overall quality of work continues to remain at an exceptional level. Staff respectfully recommends the City Council consider approving the new three-year agreement. The proposed agreement has been reviewed by the City Attorney and approved as to form.

The annual agreement amount has been budgeted by the City Manager's Department for fiscal year 2020-21, and will be allocated from the Solid Waste Management fund.

RECOMMENDATION

Staff recommends the City Council approve the three-year Consultant services agreement with Solid Waste Solutions, Inc., in the not-to-exceed amount of \$45,000 per year.

Attachment: Agreement for Consultant Services with Exhibits A-B
Solid Waste Solutions, Inc. – June 18, 2020 Proposal

**AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT: Solid Waste Solutions Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Kimberly Nilsson
CONSULTANT'S ADDRESS: 25 W. Rolling Oaks Dr., Ste. 201
Thousand Oaks, CA 91361
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Louis Celaya
COMMENCEMENT DATE: July 1, 2020
TERMINATION DATE: June 30, 2023
CONSIDERATION: Contract Price
Not to Exceed: \$45,000/yr

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> unforeseen or unanticipated project _____ _____ _____ _____

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND SOLID WASTE
SOLUTIONS INC.**

THIS AGREEMENT is made and effective as of July 1, 2020, between the City of Agoura Hills, a municipal corporation ("City") and Solid Waste Solutions Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2020, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of two year[s] upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Consultant from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with

the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-consultant under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Fourty Five Thousand and Zero Cents (\$45,000.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

7. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon

reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent Consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

10. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials,

employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance 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.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and

local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents.

B. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and

entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

14. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, California 91301 Attention: City Manager
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To Consultant:	Solid Waste Solutions Inc. 25 W. Rolling Oaks Dr., Ste. 201 Thousand Oaks, CA 91361 Attention: Kimberly Nilsson
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16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or

written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Solid Waste Solutions Inc.
25 w. Rolling Oaks, Ste. 201
Thousand Oaks., CA 91361
Kimberly Nilsson
(805) 594-7521

By: 
Name: Kimberly Nilsson
Title: President

By: 
Name: Lars Nilsson
Title: Vice President

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

Consultant will provide on-call solid waste services to the City. Services shall include, but not be limited to, the following:

- Continue to assist with implementation of the AB 341 – Mandatory Commercial Recycling Program, from CalRecycle
- Continue to assist with implementation of the AB 1826 – Organic Recycling Program, from CalRecycle
- Assist with implementation of the AB 827 – Commercial and Organic Recycling – Recycling Bin, from CalRecycle
- Assist with implementation of the SB 1383, from CalRecycle
- Assist with all aspects of compliance with the residential franchise agreement with G.I. Industries
- Assist in future performance reviews associated with the City's residential solid waste franchise agreement
- Assist with the City's Construction and Demolition program
- Franchise and permitted hauler annual disposal and diversion report preparation
- Assists with grant funding from both the CalRecycles Used Oil Block Grant and California Beverage Container grant programs
- Continue with the preparation of the City's Annual Solid Waste Report to CalRecycle
- Tracking of waste disposal attributed to the City at landfills
- Household hazardous waste collection reporting
- Response to illegal dumping reports
- Response to non-permitted waste providers in the City
- Assisting contractors in complying with the construction and demolition debris recycling program
- Preparation of notices and advertising for special recycling and waste drop-off events and city programs.

- Updating of the City's solid waste polices, implementing City developed polices
- Review other grant funding opportunities for the City
- Participation in local/regional meetings
- Management and tracking of residential/commercial franchise fees and industrial roll-off and rent-a-bin franchise fees
- Other special projects as assigned

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Consultant shall submit monthly invoice to City, with detailed accounting by task and amount expended per task and the amount remaining for each task. All reimbursable expenses shall be itemized and submitted to City for approval. Upon approval, City shall make payment to Consultant within 30 days.

The work outlined in the Scope of Services, Exhibit A, shall be provided on an hourly, time-and- materials basis, as listed below, with a not-to exceed fee of \$45,000.00/yr.

Schedule of Hourly Billing Rates

<u>Staff Person</u>	<u>Hourly Rate (\$)</u>
Intern	\$28.00
Clerical/Office Assistant	\$59.00
Recycling Coordinator & Permit Processor	\$78.00
Project Coordinator	\$96.00
Project Management:	\$121.00
Senior Manager/Computer Programming/Database Management	\$158.00
Principal:	\$181.00
Travel: (as needed and directed by staff)	Actual Costs
Mileage Reimbursement (IRS Established Rate)	\$0.58/mile



Solid Waste Solutions, Inc./City Permit Services

June 18, 2020

Louis Celaya, Deputy City Manager
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Subject: Solid Waste Management Services Proposal for FY 2020/2021

Dear Louis,

Attached please find the scope of work and costs associated with the request for Solid Waste Solutions, Inc. (SWS) to provide continued solid waste and project management services to the City of Agoura Hills for FY 2020/2021.

Please note that in accordance with AB 939, AB 341, AB 1826 and SB 1383 the city is responsible for the implementation, education, outreach, and monitoring of all new solid waste programs including mandatory recycling and expanded organics for all sectors. To monitor the city's compliance with these regulations the State is continuing to visit all jurisdictions annually (Maybe not during COVID-19) to ensure cities are in compliance. These requirements have resulted in an increase in the solid waste work required annually.

Please note that there has been an increase in our billing rates with this proposal. The last time that SWS increased the billing rates was in 2016. The increase is roughly 6.7% and when divided by the four years the rates have not changed it equates to 1.7% per year. The reasoning behind this request is due to the costs associated with cost of living increases and the SWS direct cost increases incurred for staff insurance policies (Medical, Dental, Vision) and the corporate liability, auto, disability and errors & omissions insurance increases. It is our opinion that this new rate can be held for the duration of the next contract and if the contract is extended, the rates can be reviewed at that time.

We would like to thank you in advance for your continued confidence in our firm. It is our goal to provide professional, cost effective service to our clients.

Sincerely,

A handwritten signature in black ink that reads "Kimberly C. Nilsson". The signature is fluid and cursive, written over a printed name and title.

Kimberly C. Nilsson
President

Attachment



Solid Waste Solutions, Inc./City Permit Services

Exhibit A: Scope of Services: On-Call Project Assistance

Solid Waste Services: SWS will provide on call solid waste services to the City of Agoura Hills. Services shall include, but not be limited to the following:

1. **Preparation of the Cal Recycle Annual Report:** In accordance with California Assembly Bill 939, all cities are required to prepare and submit an annual report on the status of the solid waste diversion for their jurisdiction. The Preparation of the CalRecycle Annual report has recently changed format but the submittal dates are the same. This task includes the gathering of all disposal and diversion data from the local landfill or reporting agencies, the solid waste haulers and any data regarding City implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. This report shall include all required back up documentation, disposal tracking, etc. and preparation of the on-line annual report as developed by CalRecycle.
2. **Household Hazardous Waste Program Coordination:** Continue to assist the City with the coordination and advertising of the Household Hazardous Waste programs and also tracking the programs. This includes the annual submittal of the CalRecycle form 303.
3. **Solid Waste Permit Coordination.** The solid waste hauler permits are issued annually for the commercial and roll-off/rent-a-bin sectors. Tasks include the processing of said permits from distribution of the applications through to issuance of the permit, review of the quarterly submittals, and diversion reports, etc. In addition, the solid waste hauler is required to advertise their programs and educate the public in all sectors, so they become better recyclers.
4. **Solid Waste Franchise Agreement Coordination:** There are many requirements to the solid waste franchise agreements from the quarterly solid waste and diversion reports to meeting diversion requirements. In addition, the solid waste hauler is required to advertise their programs and educate the public residentially so that they become better recyclers. These tasks are typically managed by our firm and approved by City Staff.
5. **Program Development:** Our firm will assist the City staff in updating existing City solid waste programs to further increase the diversion of waste from the landfill. These tasks may include but are not limited to:
 - Implementing City's adopted policy for diversion of the Construction and Demolition (C&D) Debris Recycling Program, Commercial recycling and Organics Program.
 - Review, amend, and update existing solid waste policies/municipal code.
 - Increase Commercial Recycling Program participation. (Per AB 341)

S.W.S. Inc./City Permit Services, 25 W. Rolling Oaks Dr., Suite 201, 1000 Oaks, CA 91361

Phone: (805) 495-7521 Fax: (805) 495-7621 E-mail: info@sws-inc.com

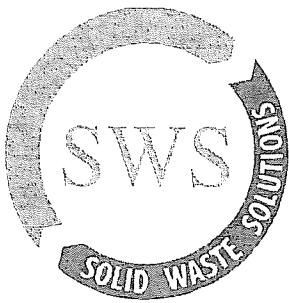


Solid Waste Solutions, Inc./City Permit Services

- Increase Organics/ Food waste diversions participation. (Per AB 1826 & SB 1383)
- Assist in expansion of the public outreach programs to the community for all programs:
 - Update outreach materials.
 - Perform site visits to commercial sector.
- Participate in local and regional stakeholder meetings as requested
- Assist the City in evaluating grants as they become available
- 6. Grant Coordination: SWS will assist with the coordination of grants including the tracking of expenditures and assist in expending grant funding as required by each grant.
 - CalRecycle Used Oil Payment Program (OPP): Review and assist the City with the CalRecycle Program Funding and Expenditures of funds received. Assist in tracking and annually reporting to the State on the OPP Program expenditures.
 - CalRecycle-Beverage Container Recycling Grant: If the City chooses to apply, then SWS will review the CalRecycle Beverage Container Recycling funds received and expenditures.
 - Miscellaneous Grants: Assist the City to apply, review or expend funds for any other grants the City may be interested in.

Each of the tasks listed have separate but overlapping tasks. SWS estimates that the work will be broken out as follows, with a not to exceed total cost of \$55,000. To set strict individual task budgets would be very difficult to maintain as CalRecycle requirements change often, but individual tasks and the overall budget will be monitored monthly.

Tasks	Total
Annual Report Preparation and Disposal Tracking	\$10,000.00
Household Hazardous Waste Coordination	\$4,000.00
Solid Waste Permit Coordination	\$8,000.00
Solid Waste Franchise Agreement and Hauler Permit Coordination	\$9,000.00
Program Development: Misc., residential, commercial, C&D, outreach, etc.	\$10,000.00
CalRecycle Used Oil Grants/ Beverage Grants	\$4,000.00
TOTAL	\$45,000.00



Solid Waste Solutions, Inc./City Permit Services

Please note that the tasks listed above will at times require assistance from you or your staff to gather the data. Please review this package and let us know if this is acceptable to you. All future work shall be billed in accordance with Exhibit B, Standard Billing Rates.

Exhibit B: **Standard SWS Inc. Billing Rates** **January 2020**

Professional Staff	Hourly Rate
Intern:	\$28.00/hour
Clerical / Office Assistant	\$59.00/hour
Recycling Coordinator & Permit Processor:	\$78.00/hour
Project Coordinator:	\$96.00/hour
Project Management:	\$121.00/hour
Senior Manager/Computer Programming / Database Management:	\$158.00/hour
Principal:	\$181.00/hour
Travel:	Actual Costs
2020 IRS Mileage Reimbursement:	\$0.58/mile

Note: All hourly rates are effective for 12 months after the date of proposal or contract execution, at which time they can be raised due to the cost of living increases and inflation.