

AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	GI/Waste Management Industries
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Michael Smith
CONSULTANT'S ADDRESS:	195 W. Los Angeles Avenue Simi Valley, CA 93065
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attention: Louis Celaya
COMMENCEMENT DATE:	July 1, 2007
TERMINATION DATE:	June 30, 2008
CONSIDERATION:	Not to exceed \$10,800

AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF AGOURA HILLS

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Agoura Hills (hereinafter called "CITY"), and GI/Waste Management Industries (hereinafter called "CONTRACTOR").

RECITALS

- A. CITY desires to have a highly qualified contractor perform the services for the Saturday Used Oil and Household Hazardous Waste Collection Program; and
- B. CONTRACTOR represents that it is licensed and qualified to perform such services and has agreed to do so pursuant to this Agreement; and
- C. CITY desires to contract with CONTRACTOR on the basis of the following terms and conditions to perform professional services including but not limited to the collection and lawful disposal of used motor oil (Used oil).

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above, unless a later date is agreed to in writing by CITY.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services the Consideration set forth above. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto and incorporated herein.

Section 4. Independent Contractor. CONTRACTOR will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONTRACTOR as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONTRACTOR.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 7. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement. CONTRACTOR may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 8. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 9. Insurance.

(a) CONTRACTOR shall submit to CITY certificates and endorsements indicating compliance with the following minimum insurance requirements not less than five working days prior to the beginning of performance under this Agreement.

(i) Worker's Compensation Insurance to cover its employees, if any, as required by the California Labor Code. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(ii) Comprehensive general liability insurance protecting CONTRACTOR in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000; or such other limits as are agreed to in writing by CITY.

(iii) Automobile insurance in at least the minimum amounts required by state law for any automobile used for business purposes with the City.

(iv) Errors and omissions liability insurance in an amount not less than \$1,000,000.00 per occurrence or such other limits as are agreed to in writing by CITY.

Such policies of insurance shall cover the operations of CONTRACTOR pursuant to the terms of this Agreement; shall name and list CITY, its officers, agents, volunteers, employees, and attorneys as additionally insured (except on errors and omissions insurance); shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the City; shall be placed with a current A. M. Best's rating of no less than A VII; shall be primary as respects CITY's officers, agents, volunteers, employees and attorneys; shall provide that coverage shall not be suspended, voided, cancelled or reduced in coverage or limits except after thirty (30) days notice by certified mail has been given to CITY; and shall include a severability clause.

(b) CONTRACTOR shall not commence the performance of the services until the above insurance has been obtained and certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement(s) have been filed with and approved by CITY. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless, and defend under this Agreement.

(c) CONTRACTOR shall require all its subcontractors, including each person or entity responsible for the provision of services hereunder to be covered by similar insurance.

(d) Any self insured retainers or deductibles shall be subject to CITY approval.

Section 10. Indemnification. The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CITY against damages, liabilities and costs arising from the negligent acts of the CONTRACTOR in the performance of professional services under this Agreement, to the extent that the CONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the CONTRACTOR and the CITY. The CONTRACTOR shall not be obligated to indemnify the CITY for the CITY'S own negligence.

Section 11. Termination. CITY may terminate this Agreement with or without cause upon five days' written notice to CONTRACTOR without further action by CITY; provided, however, that, if said termination is without cause, CITY shall pay for services satisfactorily completed before the termination.

Section 12. Notice. Any notice required to be given to CONTRACTOR shall be deemed duly and properly given upon delivery, if sent to CONTRACTOR postage prepaid to the CONTRACTOR's address set forth above or personally delivered to CONTRACTOR at such address or other address specified to CITY in writing by CONTRACTOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONTRACTOR in writing by CITY.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

EXECUTED the day and year first above stated.

CITY OF AGOURA HILLS

By _____
Dan Kuperberg , Mayor

Attest:

Kimberly M. Rodrigues, City Clerk

CONTRACTOR

By _____
Michael Smith, Market Area Manager

Approved as to Form

Craig A. Steele, City Attorney

EXHIBIT A

SCOPE OF SERVICES

On the first Saturday of each month, unless otherwise directed by CITY, CONTRACTOR will diligently perform the task of the collection of used oil, oil filters, anti-freeze, car batteries, and latex paint from the City of Agoura Hills residents, in a good and workmanlike manner. Said collection shall include the transportation of the collection vehicle from the CONTRACTOR'S facility to the designated location (typically Agoura Hills City Hall parking lot), staffing the locations from 10:00 am through 2:00 pm, collection and logging of material from members of the public, returning the collection vehicle to CONTRACTOR'S facility, and the recycling of all materials collected including lawful disposal. CONTRACTOR shall submit detailed reports with each bill indicating actual costs incurred at each event.

EXHIBIT B

SCHEDULE OF PAYMENT

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

The work outlined in the Scope of Services, Exhibit A, shall be provided on a not-to-exceed basis with the fee of \$900 per month and a maximum annual amount of \$10,900.