AGREEMENT TO FURNISH
SOLID WASTE CONSULTING SERVICES

This Agreement is made and entered into this 29th day of June, 1999 by and between the City of Redlands, a municipal corporation (hereinafter "City") and MBIA MuniFinancial, (hereinafter "Consultant").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, City and Consultant hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant, and Consultant hereby accepts the engagement, to perform professional solid waste consulting services ("Services") for the City's Solid Waste Collections System (the "Project").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide high quality Services for the Project at the level of competency presently maintained by other practicing professional consultants in the industry providing similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1 The specific Services which Consultant shall perform are more particularly described in Attachment "A," entitled "Scope of Work," which is attached hereto and incorporated herein by this reference.

ARTICLE 3 - RESPONSIBILITIES OF CITY

3.1 City shall make available to Consultant information in its possession that is pertinent to the performance of Consultant's Services.

3.2 City will provide access to and make provisions for Consultant to enter upon City-owned property as required by Consultant to perform the Services.

3.3 City designates Valorie Shatynski, Solid Waste Manager, to act as its representative with respect to the Services to be performed under this Agreement.

ARTICLE 4 - PERIOD OF SERVICE

4.1 Consultant shall perform the Services in a diligent manner and in accordance with the Project Schedule set forth in Attachment B.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

5.1 The total compensation for Consultant's performance of the Services shall not exceed $40,310, in accordance with Attachment C - Project Fee. City shall pay Consultant on a time and materials basis at the hourly rates shown in Attachment D - Rate Schedule.

5.2 Consultant shall bill City within ten days following the close of each month by submitting an invoice indicating the Services performed, who performed the Services, indirect costs, and the detailed cost of all Services including backup documentation. Payments by City to Consultant shall be made within 30 days after receipt and approval of Consultant's invoice, by warrant payable to Consultant.

5.3 All contractual notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

City
Valorie Shatynski
Municipal Utilities Department
35 Cajon Street
P.O. Box 3005
Redlands, CA 92373

Consultant
Brian Jewett, Associate
MBIA MuniFinancial
28765 Single Oak Drive
Temecula, CA 92590-3361

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. In all other instances, notices, bill and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 Consultant shall maintain worker's compensation insurance and, in addition, shall maintain insurance to protect City from claims for damage due to bodily injury, personal injury and death, and claims for injury to or destruction of tangible property while performing the Services required by this Agreement. Said public liability and property damage insurance

shall be in a minimum combined single limit of $1,000,000, and in $2,000,000 in the aggregate. Consultant shall maintain professional liability insurance in the aggregate amount of $1,000,000 with a minimum of $500,000 per occurrence. City shall be named as an additional insured under all policies for public liability, property damage and comprehensive automobile liability and professional liability insurance, and such insurance shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Consultant shall provide City with certificates of insurance evidencing such insurance coverage prior to commencing the Services.

6.2 Consultant shall indemnify, hold harmless and defend City and its elected officials, officers, agents and employees from and against all claims, loss, damage, charges or expense, to which it or any of them may be put or subjected to the extent that they arise out of or result from any willful or negligent act or actions, omission or failure to act on the part of the Consultant, its contractors, its suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them maybe liable in the performance of the Services required by this Agreement.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.

7.2 Consultant shall not assign any of the Services required by this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.

7.3 Consultant's key personnel for the Project are,

Project Manager:	Brian Jewett
Data Base Management:	Jim McGuire
Other Professionals:	Bob Spencer

Consultant agrees that the key personnel shall be made available and assigned to the Project, and that they shall not be replaced without concurrence from City.

7.4 All documents, records, drawings, designs, costs estimates, electronic data files and databases and other Project documents developed by the Consultant pursuant to this Agreement shall become the property of City and shall be delivered to City upon completion of the Services or upon the request of City. Any reuse of such documents for other projects and any use

of incomplete documents will be at City's sole risk.

7.5 Consultant is for all purposes an independent contractor. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of or on behalf of City.

7.6 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance by City of the Services.

7.7 This Agreement may be terminated by the City, without cause, by providing thirty (30) days prior written notice to the Consultant (delivered by certified mail, return receipt requested) of intent to terminate.

7.8 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.

7.9 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services affected, and (2) deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable), of any data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services required by this Agreement.

7.10 Consultant shall maintain books and accounts of all Project related payroll costs and all expenses. Such books shall be available at all reasonable times for examination by the City at the office of Consultant.

7.11 This Agreement, including the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties as to the matters contained herein, and any prior negotiations, proposals or oral agreements are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by the City Council of City and signed by City and Consultant.

7.12 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Solid Waste Consulting Services
June 29, 1999

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

City of Redlands
("City")

By: _____
WILLIAM E. CUNNINGHAM
Mayor

MBIA MuniFinancial
("Consultant")

By: _____
CARLA STALLING
Chief Operations Officer

ATTEST:

_____
City Clerk, City of Redlands

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SOLID WASTE CONSULTING SERVICES

ATTACHMENT A

SCOPE OF WORK

Attachment A

SCOPE OF WORK

We provide a detailed description of our work plan by phase in the first subsection below. At the end of this section is a chart showing the schedule of tasks.

Work Plan

Below we present our proposed work plan. The work plan includes all services requested in the RFP listed as Phase One. Below, we clearly state the objectives, provide a description of work to be accomplished, and list any deliverables that would result from the work.

Commercial Service Audit and Database Creation

Objectives: (1) Review and confirm or update the data used to properly service and bill commercial customers, (2) create a comprehensive database of customers and pertinent data, (3) prepare accurate route service lists compatible with City hardware and software.

Description: The City will provide all current databases, route service lists, and any other existing commercial customer data. MuniFinancial will begin by reviewing the data and creating a database to the specifications in the RFP.

Next we will conduct a field audit by following each driver once on each collection route. For each bin service account, the audit will record number of bins, bin size, frequency of collection, route number, and driver name in the database using a laptop computer while the route is being completed. In addition, we have budgeted several days to re-check accounts that may not have been fully verified during the ride alongs.

Within one working day following the audit of each route we will compare the field data against billing records to identify under- and over-charges. We will also compare with other existing records and recollections of staff, as necessary to create an accurate database. In addition, we will provide staff with a blank database for recording changes to customer services while the audit is in process. We will coordinate with City staff to ensure that the final database incorporates all correct data, including any changes that occur during the audit. With City staff we will identify a "transition day" when we will transfer responsibility for upkeep of the database to the City.

Deliverables: (1) a single, comprehensive, electronic customer account database, and (2) a memorandum identifying audit results in terms of under- and over-charges by customer. We will present the database and memorandum to City staff for comment, integrate those comments and prepare the final database and memorandum.

SOLID WASTE CONSULTING SERVICES

ATTACHMENT B

PROJECT SCHEDULE

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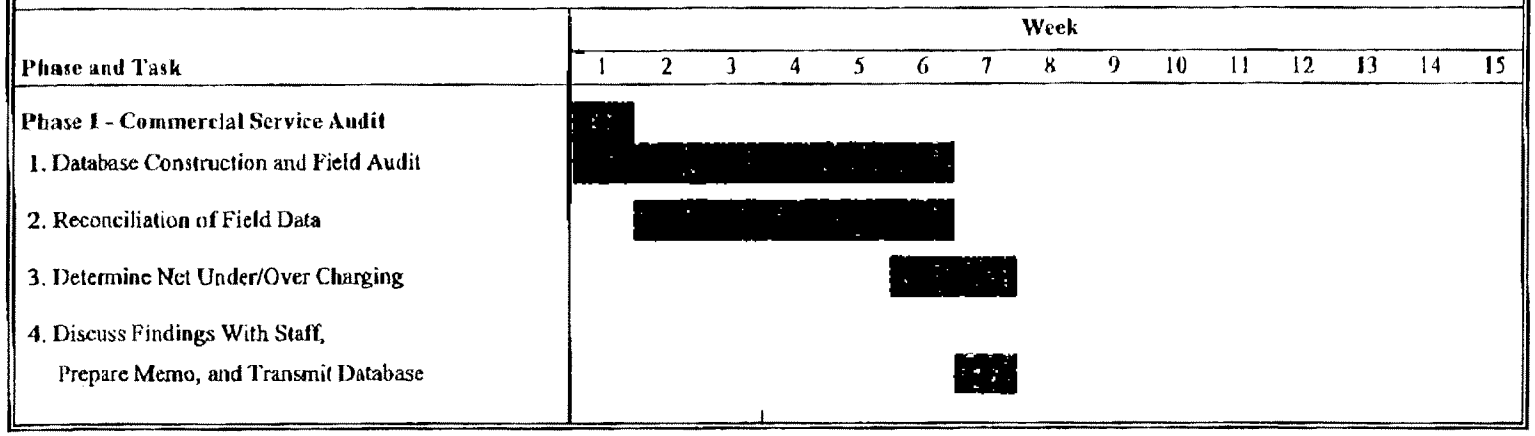
Attachment B

PROJECT SCHEDULE

Our proposed schedule for the initiation and completion of each task, including the timing of meetings, is presented in the chart on the following page. We have consolidated several RFP tasks for more efficient proposal presentation and project management.

CITY OF REDLANDS SOLID WASTE CONSULTING SERVICES
PROJECT SCHEDULE



● = Meetings

SOLID WASTE CONSULTING SERVICES

ATTACHMENT C

PROJECT FEE

Attachment C
Project Fee

FEE FOR SERVICES

The table on the following page presents our budget for this audit by task. We will complete the audit based on the approach and scope of work presented in above for an estimated fee of $40,310. As indicated in the RFP, the primary uncertainty that would affect study costs is related to the time required to reconcile field data with existing records.

MuniFinancial will be reimbursed for out-of-pocket expenses, at cost, not to exceed $3,250. Examples of reimbursable expenses include, but are not limited to, postage, travel expenses (mileage, rental car, fuel, etc.), telephone expenses, and copying (currently 6¢ per copy). Charges for services outside the scope of work described above in the work plan will be based on the hourly billing rates shown in the table.

CITY OF REDLANDS SOLID WASTE CONSULTING SERVICES
ESTIMATED BUDGET

Task	MuniFinancial					Total	
	R. Spencer□Assoc. Dir.)	J. McGuire (Manager)	B. Jewett (Associate)	Field Audit Staff (Associate)	Field Audit Staff (Intern)	Hours	Cost
Commercial Service Audit							
1. Database Construction and Field Audit	8	32		160	160	360	$ 19,560
2. Reconciliation of Field Data		8		40	40	88	4,640
3. Determine Net Under/Over Charging	4	8		16	16	44	2,860
4. Discuss Findings With Staff, Prepare Memo, and Transmit Database	8	16		16	16	56	4,200
Subtotal Hours	20	64	0	232	232	548	
Hourly Rate (Fully Burdened)	*$ 125.00*	*$ 105.00*	*$ 85.00*	*$ 65.00*	*$ 30.00*		
Subtotal Labor	2,500	6,720	-	15,080	6,960		$ 31,260
Direct Expenses (travel, printing, etc.)							3,000
Contingency Labor (due to potential City delays)							5,800
Contingency Expenses (due to potential City delays)							250
TOTAL ESTIMATED BUDGET							$ 40,310

SOLID WASTE CONSULTING SERVICES

ATTACHMENT D

RATE SCHEDULE

Attachment D

Rate Schedule

Additional services may be authorized by the City and will be billed at our then-current hourly consulting rates. Our current hourly rates are:

Title	Hourly Rate
Director	$180
Associate Director	125
Manager	105
Senior Associate	85
Associate	65
Support Staff	45