

AGREEMENT TO FURNISH SOLID WASTE MANAGEMENT SERVICES

This Agreement is made and entered into this 21st day of November, 2000, by and between the City of Redlands, a municipal corporation (hereinafter "City") and John C. Davis, 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 provide municipal solid waste management services ("Services"), including Acting Solid Waste Manager for the City of Redlands Municipal Utilities Department.
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that he 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 like and similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The specific Services that Consultant shall perform are more particularly described in Attachment A - 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 Gary Phelps, Municipal Utilities Director, 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 schedule set forth in Attachment B - Project Schedule.

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- 4.2 City Council may and Consultant may elect to extend Consultant's services as needed on the same terms and conditions. City may terminate Consultants services in accordance with Section 7.9 of this Agreement.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed \$18,705 (6,235 monthly) for Acting Solid Waste Manager services in accordance with Attachment C - Project Costs. City shall pay Consultant on a time and materials basis at the rates shown in Attachment D - Fee Schedule.
- 5.2 Consultant shall bill City within ten days following the close of each month by submitting an invoice indicating the Services performed, allowable direct 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

Gary Phelps
Municipal Utilities Department
35 Cajon Street
P. O. Box 3005
Redlands, CA 92373

Consultant

John C. Davis
39905 Memory Lane
Oak Glen, CA 92399

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 who notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Consultant shall comply with applicable worker's compensation insurance laws. Consultant shall maintain professional liability insurance in the aggregate amount of \$1,000,000 with a minimum of \$500,000 per occurrence. Consultant shall provide automobile liability, in a minimum \$500,000 aggregate, and \$500,000 per occurrence. City shall be named as an additional insured under all policies for 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

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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 will be John C. Davis. 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 Nothing in this Agreement shall give Consultant authority with respect to any City decision beyond the consulting services as outlined herein and specifically as set forth in Attachment A - Scope of Work, and the rendition of information, advice, recommendation or counsel.
- 7.7 Consultant shall supply all tools and instrumentality required to perform the consulting services in this Agreement.

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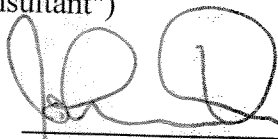
- 7.8 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance by City of the Services.
- 7.9 This Agreement may be terminated by either party, by providing seven (7) days prior written notice to the other (delivered by certified mail, return receipt requested) of intent to terminate. However, notwithstanding the foregoing, City may terminate Consultant's Acting Solid Waste Manager Services with seven (7) days prior written notice.
- 7.10 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.
- 7.11 Consultant shall maintain books and accounts of all Project related costs and all expenses. Such books shall be available at all reasonable times for examination by the City at the office of Consultant.
- 7.12 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

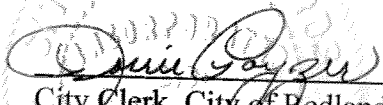
City of Redlands
("City")

By: 
PAT GILBREATH
Mayor

John C. Davis
("Consultant")

By: 
JOHN C. DAVIS
Principal

ATTEST:


Julie Poyser
City Clerk, City of Redlands

**AGREEMENT TO FURNISH
SOLID WASTE MANAGEMENT SERVICES**

ATTACHMENT A

SCOPE OF WORK

Consultant will serve as City of Redlands Acting Solid Waste Manager. Consultant will provide highly responsible and complex administrative and/or technical assistance to the Municipal Utilities Director. The Acting Solid Waste Manager will schedule, review, and coordinate the work of Solid Waste Division staff and consultants, work with other City divisions and outside agencies, and respond to the general public. Work will be carried out primarily at City of Redlands Municipal Utilities offices and other City facilities.

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ATTACHMENT B

PROJECT SCHEDULE

The following schedule is set forth for the tasks and work described. Work may be modified as described in the Agreement, including extension or termination.

Acting Solid Waste Manager – December 2000 through February 2001.

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ATTACHMENT C

PROJECT COSTS

The total compensation for Consultant's performance of the Services shall not exceed \$18,705 (\$6,235 monthly). The fee is calculated on an 18-hour per week basis. In addition, City of Redlands will reimburse Consultant for direct travel expenses and for direct insurance costs incurred in fulfillment of this agreement.

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**AGREEMENT TO FURNISH
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ATTACHMENT D

FEE SCHEDULE

Acting Solid Waste Manager -- \$80 per hour.

Fees are inclusive of all expenses except for direct travel costs and direct insurance costs incurred in fulfillment of this agreement.