

TO: JAMES L. APP, CITY MANAGER
FROM: JOHN R. McCARTHY, DIRECTOR OF PUBLIC WORKS
SUBJECT: PERMANENT HOUSEHOLD HAZARDOUS WASTE GRANT
DATE: JUNE 1, 1999

Needs: For the City Council to adopt a resolution authorizing an appropriation for a grant funded permanent Household Hazardous Waste (HHW) collection facility, and authorize a contract with Eco Solutions for the set-up and operation of the facility.

- Facts:**
1. The State mandated that all jurisdictions adopt Source Reduction and Recycling Elements (SRRE); this is known as AB939. The SRRE was adopted on January 19, 1993, (Resolution No. 93-13).
 2. Part of the SRRE is the Household Hazardous Waste Element, wherein the City must provide for the collection of certain household hazardous wastes such as used oil, paints, pesticides, etc.
 3. On January 19, 1999, the City Council adopted Resolution No. 99-16 (attached), authorizing Eco Solutions to prepare and submit a Household Hazardous Waste Grant application to the California Integrated Waste Management Board.
 4. On May 5, 1999, the City received notification that we have been awarded a grant based on our application.
 5. As funds must be expended prior to reimbursement by the State, an appropriation must be made for the Household Hazardous Waste Grant Project.
 6. Additionally, a Consultant Services Agreement has been prepared for Eco Solutions for the set-up and implementation of the Facility.

Analysis and

Conclusion:

With the passing of AB939, it became incumbent upon the City to implement a mechanism for disposing of HHW. The City has been holding biannual collection events to accomplish this goal. However, due to the great amount of information and education available regarding recycling and HHW, there is high public demand for a drop-off facility. Due to this higher public demand the biannual events are no longer sufficient to meet the needs of the citizens.

On May 5, 1999, the City was notified by the State that we have been awarded a Household Hazardous Waste Grant based upon our application. There now needs to be an appropriation for funds that will be reimbursed by the grant. Additionally, a Consultant Services Agreement has been prepared for Eco Solutions for the set-up and implementation of the Facility.

Attached is a location map of where the storage facility will be located. Also attached are the specifications and plans for the storage building that will be used. This is a self-contained facility that can be moved to alternate locations, if necessary.

Initially, the facility will be open to the public every 1st and 3rd Saturdays of each month from 8:00 a.m. to Noon. Residents will be able to drive in and drop off their waste items (i.e., used oil, solvents, oil based paint, batteries, pesticides, oil filters, etc.) and drive out. These items will be received by a city staff person properly trained in handling and sorting these types of materials.

Once per month it will be necessary to have the collected waste properly identified, packaged, and shipped for ultimate disposal. This function needs to be done by someone with all the proper licenses required by the State (which is quite extensive.) The City will need to enter into a contract with Eco Solutions to perform this part of facility operations.

Policy

Reference: AB 939; AB2707; California Health & Safety Code §25117; Resolution No. 93-13; Resolution No. 99-16.

Fiscal

Impact: Approximately \$100,000 will be reimbursed by the Household Hazardous Waste Grant. An appropriation in the amount of \$100,000 for the Household Hazardous Waste Facility Grant will be needed.

No firm cost of annual operations is yet available, but is expected to run approximately \$10,000. This yearly maintenance cost will be offset by the City's annual Used Oil Block Grant (approximately \$7,500 per year); net cost to city after grant funds are applied could be approximately \$2,500. The entire estimated annual operations amount is already programmed into the Public Works Department's Landfill Maintenance and Operations Budget.

The facility will need to be staffed for approximately 8 hours per month by City personnel. These hours will be covered by existing staff.

Options:

- A. For the City Council to adopt a resolution authorizing the appropriation of \$100,000 for Household Hazardous Grant for a permanent HHW collection facility; transfer \$10,000 from the Public Works Department's Landfill Maintenance & Operations budget for annual operations to a new program; and authorize the City Manager to execute a Consultant Services Agreement with Eco Solutions.
- B. Amend, modify, or reject the above options.

Attachments: (5)

- 1) Resolution 99-16
- 2) Layout of Facility Location
- 3) Specifications for Storage Facility
- 4) Plans for Storage Facility
- 5) Eco Solutions Agreement

C:\lc\ccagenda\6-1-99\HHW Grant \$

RESOLUTION No. 99-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING AN APPROPRIATION FOR A HOUSEHOLD
HAZARDOUS WASTE GRANT TO ESTABLISH A PERMANENT COLLECTION FACILITY
AND AUTHORIZE THE EXECUTION OF A CONSULTANT SERVICES
AGREEMENT WITH ECO SOLUTIONS**

WHEREAS, the State mandated that all jurisdictions adopt Source Reduction and Recycling Elements (AB939); and

WHEREAS, the SRRE was adopted on January 19, 1993, (Resolution No. 93-13); and

WHEREAS, part of the SRRE is the Household Hazardous Waste Element, wherein the City must provide for the collection of certain household hazardous wastes such as used oil, paints, pesticides, etc.; and

WHEREAS, on January 19, 1999, the City Council authorized Eco Solutions to prepare and submit a Household Hazardous Waste Grant application to the California Integrated Waste Management Board; and

WHEREAS, on May 5, 1999, the City received notification that we have been awarded a grant based on our application; and

WHEREAS, as funds must be expended prior to reimbursement by the State, an appropriation must be made for the Household Hazardous Waste Grant Project; and

WHEREAS, additionally, a Consultant Services Agreement has been prepared for Eco Solutions for the set-up and implementation of the Facility.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of El Paso de Robles does hereby authorize an appropriation of \$100,000 from the Solid Waste Operations Fund to budget account number 610-910-5452-450 for construction and implementation of the site and facility.

Section 2. That the City Council of the City of El Paso de Robles does hereby authorize the transfer of \$10,000 from budget account number 610.310.5212.167 to budget account 610-310-5212-169 for the ongoing operational costs associated with the permanent household hazardous waste collection facility.

Section 2. That the City Council of the City of El Paso de Robles does hereby authorize the City Manager to execute a consultant services agreement with Eco Solutions for the purposes of set-up, implementation, and operation of a permanent household hazardous waste collection facility within the City of Paso Robles.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 1st day of **June**, 1999, on the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Duane J. Picanco, Mayor

ATTEST:

Cindy Pilg, Deputy City Clerk

RESOLUTION No. 99-16

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PASO ROBLES
AUTHORIZING THE SUBMITTAL OF A
HOUSEHOLD HAZARDOUS WASTE GRANT APPLICATION
TO ESTABLISH A PERMANENT COLLECTION FACILITY

WHEREAS, the State mandated that all jurisdictions adopt Source Reduction and Recycling Elements (AB939); and

WHEREAS, the SRRE was adopted on January 19, 1993, (Resolution No. 93-13); and

WHEREAS, part of the SRRE is the Household Hazardous Waste Element, wherein the City must provide for the collection of certain household hazardous wastes such as used oil, paints, pesticides, etc.; and

WHEREAS, in past years the City has been holding biannual collection events that cost between \$15 – 25,000 per event; a permanent collection facility would reduce this cost; and

WHEREAS, with the public becoming more educated regarding recycling and HHW issues, citizen demand is very high for a mechanism of disposing of HHW and the biannual events are no longer sufficient; thus, the need for a permanent HHW collection facility has become more urgent; and

WHEREAS, the City has a window of opportunity to apply for up to \$120,000 in grant funding to establish a permanent HHW collection facility, and this grant application must be submitted to the California Integrated Waste Management Board (IWMB) by January 22, 1999.


THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles does hereby authorize the submittal of a Household Hazardous Waste Grant application to establish a permanent household hazardous waste collection facility within the City of Paso Robles.


Section 1. That the City Council of the City of Paso Robles does hereby authorize and empower the Public Works Director, or his designated representative, to execute all necessary documents relating to the Household Hazardous Waste Grant for the purpose of securing grant funds and to implement and carry out the purposes specified in the grant application.

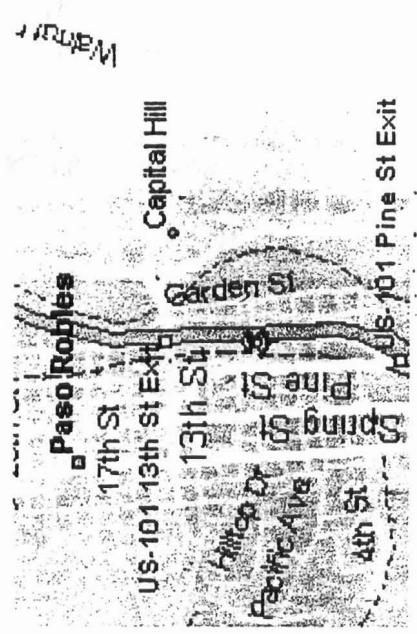
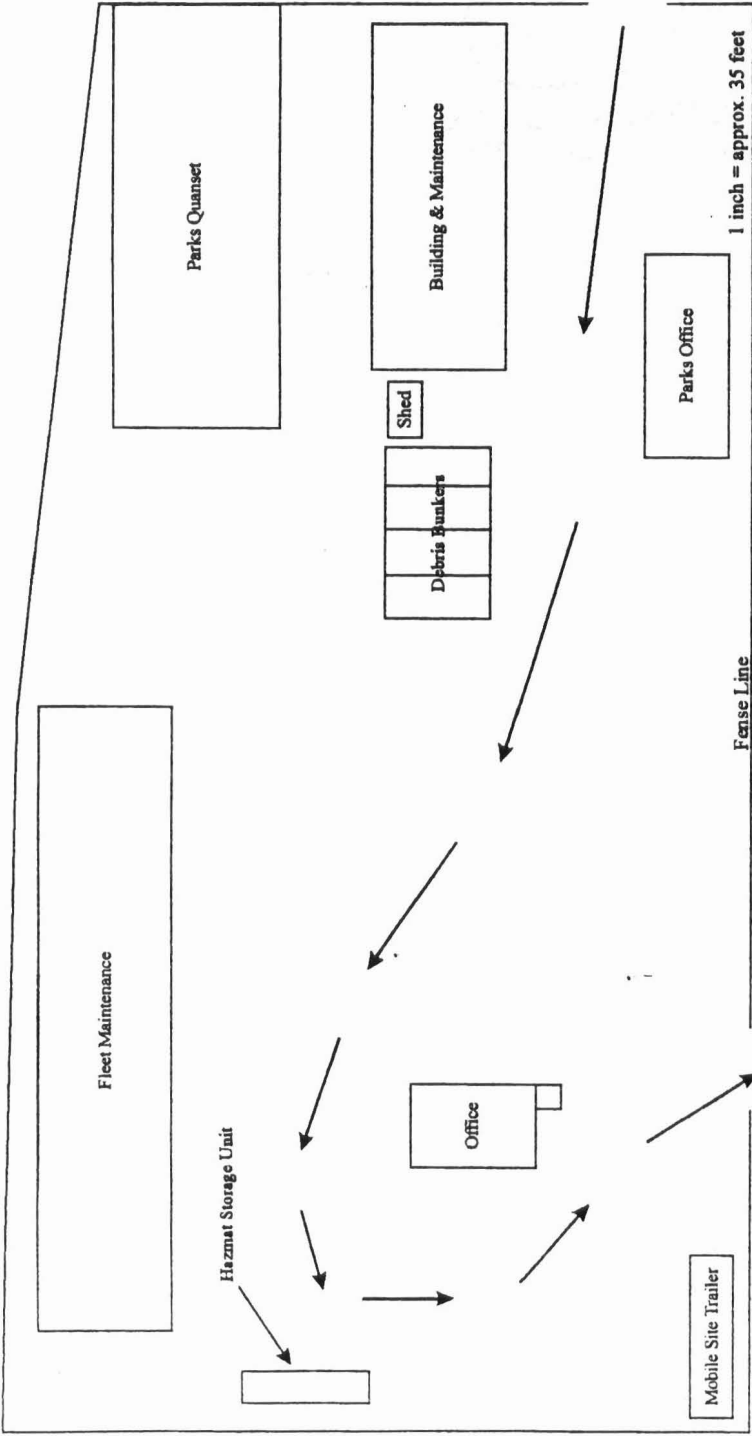
PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 19th day of January, 1999, on the following vote:

AYES: BARON, MACKLIN, MECHAM, SWANSON, PICANCO
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE


Duane Picanco, Mayor

ATTEST:


Candace Aschle, Deputy City Clerk



Permanent Household Hazardous Waste Facility

City of Paso Robles Corporation Yard
625 Riverside Road, Paso Robles, California

Vicinity & Site Map

FIGURE 1

ECO SOLUTIONS

427 Plomo Court
Arroyo Grande, CA 93420



ENVIRONMENTAL COMPLIANCE PRODUCTS

8700 Warner Avenue, Suite 290
Fountain Valley, California 92708
(714) 847-4474 • (800) 643-7065
Fax: (714) 847-7554

MODEL #S3008BTXR SPECIFICATIONS

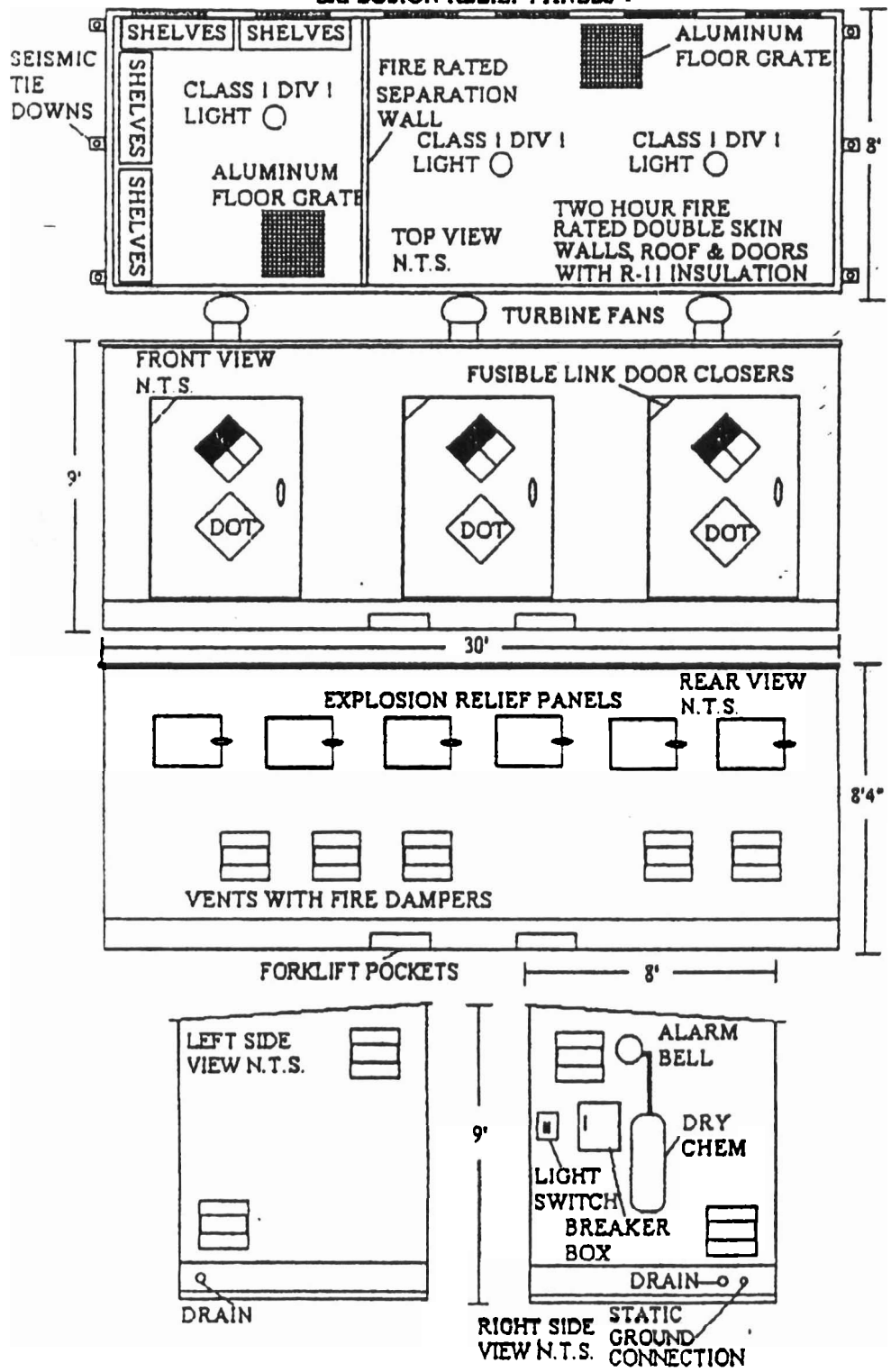
1. **FM Approved to meet FMRC Class 6049 (NFPA 30) .**
2. **Complies with Federal, State and Local regulatory law.**
3. **Dimensions: 60 -55 gallon drum capacity
30'6" x 8'6" x 8'8" (L-W-H)
56" x 86" (W-H) door opening
3 doors**
4. **All materials must be new, unused, commercial grades ASTM A569 and ASTM A36 steel.**
5. **Double walled, 12 & 14 gauge steel with welded joints with Factory Mutual Approved 2 hour fire rating & R-11 insulation (roof, walls and doors). Sump built of 10 gauge steel.**
6. **Chemical-resistive coating consists of 5 mils DFT Epoxy inside, with 5 mils DFT Polyurethane outside.**
7. **Vents to have UL Listed fusible link dampers for inside storage.**
8. **Internal spill containment should have 1,196 gallon minimum.**
9. **Static ground connection on all units.**
10. **Spill containment drain on all units must be minimum of 4" above ground to allow drainage. Overflow not accepted.**
11. **Full opening doors for pallet loading; must be a minimum of 56" wide each door (3 doors) with 3 pt. locks and fusible link door closers.**
12. **Non-spark floor.**
13. **Unit must be designed to be portable by forklift, with front loading capacity; must have forklift pockets.**
14. **Must have seismic tie down holes that are 3/4" diameter**

- 15. All units must have 3/8" grounding lugs, set at 30" high.
- 16. Must have ONE-year warranty on workmanship and materials.
- 17. Must have ONE-year warranty on coating.
- 18. One internal 2 hr. fire rated separation wall 10'6" from end of building, dividing building into 2 separate compartments with 2 drains.
- 19. 3 ea. steel loading ramps.
- 20. DOT & NFPA signs included.
- 21. ABC Dry Chemical Fire Suppression System with battery operated alarm.
- 22. Portable mounted UL rated 4A:60:B:C fire extinguisher included.
- 23. Shelving included approx. 56 lineal feet.
- 24. 2 ea. turbine fans (300 CFM)
- 25. (Optional) 3 ea. Class I, Div. I explosion proof lights with breaker box & switch.

FOB: Paso Robles, CA (delivered & off-loaded)
Delivery: 60 - 90 days ARO
Terms: 50% down, balance Net 15 days
Price: \$ 35,841.00 including sales tax and freight, breakdown is:

\$ 31,600.00	Product
\$ 2,291.00	Sales Tax (7.25%)
<u>\$ 1,950.00</u>	<u>Freight</u>
\$ 35,841.00	Total

EXPLOSION RELIEF PANELS -



ECP MODEL#S3008BTXR

CONSULTANT'S SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1999, by and between the **CITY OF EL PASO de ROBLES**, California (hereinafter referred to as "**CITY**"), and **ECO SOLUTIONS** (hereinafter referred to as "**CONSULTANT**").

WITNESSETH:

WHEREAS, **CITY** desires to retain a qualified individual, firm or business entity to provide professional services for the installation, implementation, and operation of a permanent household hazardous waste collection facility; and

WHEREAS, **CITY** desires to engage **CONSULTANT** to provide services by reason of its qualifications and experience for performing such services, and **CONSULTANT** has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACT COORDINATION

A. **CITY**. The Director of Public Works shall be the representative of **CITY** for all purposes under this Agreement. The Director of Public Works, or his designated representative, hereby is designated as the Contract Manager for the **CITY**. He shall supervise the progress and execution of this Agreement.

B. **CONSULTANT**. **CONSULTANT** shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Charles K. Tenborg, Owner is hereby designated as the Contract Manager for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the **CITY's** Contract Manager. **CONSULTANT's** Contract Team is further described in Exhibit "A" attached hereto and incorporated herein by this reference. The individuals identified and the positions held as described in Exhibit "A" shall not be changed except by prior approval of **CITY**.

2. DUTIES OF CONSULTANT

A. **Services to be furnished**. **CONSULTANT** shall provide all specified services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

B. **Laws to be observed**. **CONSULTANT** shall:

(1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONSULTANT** under this Agreement;

(2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in **CONSULTANT's** performance under this Agreement, or the conduct of the services under this Agreement;

(3) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above.

(4) Immediately report to the **CITY's** Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

C. **Release of reports and information.** Any video tape, reports, information, data, or other material given to, or prepared or assembled by, **CONSULTANT** under this Agreement shall be the property of **CITY** and shall not be made available to any individual or organization by **CONSULTANT** without the prior written approval of the **CITY's** Contract Manager.

D. **Copies of video tapes, reports and information.** If **CITY** requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the **CONSULTANT** is required to furnish in limited quantities as part of the services under this Agreement, **CONSULTANT** shall provide such additional copies as are requested, and **CITY** shall compensate **CONSULTANT** for the costs of duplicating of such copies at **CONSULTANT's** direct expense.

E. **Qualifications of CONSULTANT.** **CONSULTANT** represents that it is qualified to furnish the services described under this Agreement.

3. **DUTIES OF CITY**

CITY agrees to cooperate with **CONSULTANT** and to perform that work described in Exhibit "A" attached hereto and incorporated by this reference.

4. **COMPENSATION**

The **CONSULTANT** will perform the work in phases as described in Exhibit "A". If separate phases are not indicated on said exhibit, then all work to be performed by **CONSULTANT** shall be considered to be included in a single phase.

CONSULTANT will bill **CITY** on a time and material basis upon completion of the project or as set forth in Exhibit "A." **CITY** will pay this bill(s) within 30 days of receipt. The **CONSULTANT** may not charge more than the amount shown in Exhibit "A" without prior approval of the **CITY's** Contract Manager.

5. **TIME FOR COMPLETION OF THE WORK**

Program scheduling shall be as described in Exhibit "A" unless revisions to the exhibit are approved by the **CITY's** Contract Manager and **CONSULTANT's** Contract Manager.

Time extensions may be allowed for delays caused by **CITY**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONSULTANT**.

6. **TEMPORARY SUSPENSION**

The **CITY**'s Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the **CONSULTANT** to perform any provision of this Agreement. **CONSULTANT** will be paid the compensation due and payable to the date of temporary suspension.

7. **SUSPENSION; TERMINATION**

A. **Right to suspend or terminate.** The **CITY** retains the right to terminate this Agreement for any reason by notifying **CONSULTANT** in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of **CONSULTANT**, **CITY** shall be obligated to compensate **CONSULTANT** only for that portion of **CONSULTANT** services which are of benefit to **CITY**. Said compensation is to be arrived at by mutual Agreement of the **CITY** and **CONSULTANT** and should they fail to agree, then an independent arbitrator is to be appointed and his decision shall be binding upon the parties.

B. **Return of materials.** Upon such termination, **CONSULTANT** shall turn over to the **CITY** immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by **CONSULTANT**, and for which **CONSULTANT** has received reasonable compensation, or given to **CONSULTANT** in connection with this Agreement. Such materials shall become the permanent property of **CITY**. **CONSULTANT**, however, shall not be liable for **CITY**'s use of incomplete materials or for **CITY**'s use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

8. **INSPECTION**

CONSULTANT shall furnish **CITY** with every reasonable opportunity for **CITY** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **CITY**'s Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

9. **OWNERSHIP OF MATERIALS**

All original drawings, videotapes and other materials prepared by or in possession of **CONSULTANT** pursuant to this Agreement shall become the permanent property of the **CITY**, and shall be delivered to the **CITY** upon demand.

10. **ASSIGNMENT; SUBCONTRACTORS; EMPLOYEES**

This Agreement is for the performance of planning services of the **CONSULTANT** and is not assignable by the **CONSULTANT** without prior consent of the **CITY** in writing. The **CONSULTANT** may employ other specialists to perform services as required with prior approval by the **CITY**.

11. **NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, by Certified Mail, addresses as follows:

CITY: City of Paso Robles
Department of Public Works
1000 Spring Street
Paso Robles, CA 93446

CONSULTANT: Charles K. Tenborg, Owner
Eco Solutions
427 Plomo Court
Arroyo Grande, CA 93420

12. **INTEREST OF CONSULTANT**

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. **CONSULTANT** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **CITY**. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **CITY**.

13. **INDEMNITY**

CONSULTANT hereby agrees to indemnify and save harmless **CITY**, its officers, agents and employees of and from:

A. Any and all claims and demands which may be made against **CITY**, its officers, agents, or employees by reason of any injury to or death of or damage to any person or corporation caused by any negligent act or omission of **CONSULTANT** under this Agreement or of **CONSULTANT**'s employees or agents;

B. Any and all damage to or destruction of the property of **CITY**, its officers, agents, or employees occupied or used by or in the care, custody, or control of **CONSULTANT**, or in proximity to the site of **CONSULTANT**'s work, caused by any negligent act or omission of **CONSULTANT** under this Agreement or of **CONSULTANT**'s employees or agents;

C. Any and all claims and demands which may be made against **CITY**, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of **CONSULTANT** under this Agreement, however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of **CITY**, its officers, agents, or employees;

D. Any and all claims and demands which may be made against **CITY**, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or copyrights or claims caused by the use of any apparatus, appliance, or materials produced or furnished by **CONSULTANT** under this Agreement; and

E. Any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit, when said violation of any law or regulation or of any term or condition of any permit is due to negligence on the part of the **CONSULTANT**.

F. **CONSULTANT**, at its own cost, expense, and risk, shall defend **CITY** from any and all claims, demands, suits, actions, or other legal proceedings, including those to enforce any penalty that may be brought against **CITY**, its officers, agents or employees, and pay and satisfy any judgment or decree that may be rendered against **CITY**, its officers, agents, or employees in any such suit, action or other legal proceeding, when same were due to negligence of the **CONSULTANT**.

14. **WORKERS COMPENSATION**

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

15. **INSURANCE**

A. At the request of the **CITY**, **CONSULTANT** shall provide proof of comprehensive general liability insurance (\$500,000) (including automobile) satisfactory to the **CITY**.

B. **CONSULTANT** shall provide proof of special insurance of the types (such as "errors and omissions" or professional liability) and in the amounts as may be required by the City.

16. **AGREEMENT BINDING**

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

17. **WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

18. **COSTS AND ATTORNEY'S FEES**

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

19. **DISCRIMINATION**

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, **CONSULTANT** shall be found in material breach of the Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Two Hundred Fifty Dollars (\$250) for each calendar day during which **CONSULTANT** is found to have been in such noncompliance as damages for said breach of contract, or both.

20. **AGREEMENT CONTAINS ALL UNDERSTANDINGS**

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between **CITY** and **CONSULTANT** and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both **CITY** and **CONSULTANT**. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

ECO SOLUTIONS

CITY OF PASO ROBLES

By: _____
Charles K. Tenborg, Owner

James L. App
City Manager

