

**SERVICE AGREEMENT  
CITY OF FRESNO, CALIFORNIA**

THIS AGREEMENT is made and entered into effective the 1<sup>ST</sup> day of May, 2016, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Kochergen Farms Composting, Inc., a California corporation, (hereinafter referred to as "SERVICE PROVIDER"), individually each a "Party" and collectively "the Parties".

**RECITALS**

WHEREAS, CITY desires to obtain Green Waste Processing services for materials collected by CITY and its agents, hereinafter referred to as the "Project"; and

WHEREAS, SERVICE PROVIDER is engaged in the business of furnishing services as a green waste recycler and hereby represents that it desires to and is physically and legally capable of performing the services called for by this Agreement; and

WHEREAS, SERVICE PROVIDER acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for CITY by its Director of Public Utilities (hereinafter referred to as "Administrator") or his/her designee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective Parties, it is mutually agreed as follows:

**1. Definitions**

For the purposes of this Agreement, the definitions and identifications set forth below are agreed upon by the Parties.

- (a) Approval – shall mean a discretionary approval which shall not be unreasonably withheld, unless stated otherwise.
- (b) Business Day(s) - shall mean Monday through Saturday.
- (c) Compost -- shall mean an end product of Green Waste Material which has undergone processing meeting or exceeding current market standards and the requirements of all applicable respective regulatory agencies, including, without limitation, the California Integrated Waste Management Board.
- (d) Green Waste Material(s) (also "Material") - shall mean "Green Waste" as defined by the California Integrated Waste Management Board, and shall include any waste derived from plant material including, but not limited to, grass, sawdust, wood shavings, pallets, untreated wood waste, plants and

flowers, leaves, weeds, shrubbery cuttings, tree trimmings, palm fronds and Christmas trees generated by, and as collected by CITY from, City of Fresno Solid Waste Division Green Waste Material residential customers.

- (e) Holiday(s) - shall mean Thanksgiving Day, Christmas Day, and New Year's Day.
  - (f) Mulch - shall mean Green Waste Material that can be shredded for landscaping usage but is not acceptable as Compost.
  - (g) Process or Processing - shall mean the method(s) by which SERVICE PROVIDER prepares the Green Waste Material for storage, shipment, and/or for sale, application to land, Compost, or a combination thereof, or any other approved reuse program for the Material.
  - (h) Processing Facility - shall mean the primary location where SERVICE PROVIDER stores, transfers, or Processes the collected/delivered Green Waste Material prior to storage, shipment, and/or for sale as Compost, application to land, or a combination thereof, or any other approved reuse program for the respective material. The Processing Facility location for purposes of this Agreement shall be at SERVICE PROVIDER's facility located at 33915 Avenal Cutoff Rd, Avenal, CA 93204. The phone number of the Processing Facility is (559) 386-9501.
  - (i) Receiving Facility - shall mean the location where SERVICE PROVIDER receives deliveries of Green Waste Material from CITY and from where SERVICE PROVIDER hauls the Green Waste Material to the Processing Facility. The Receiving Facility location for purposes of this Agreement shall be at SERVICE PROVIDER's subsidiary company, Green Valley Recycling, located at 2365 E. North Avenue, Fresno, CA 93725. The phone number of the Receiving Facility is (559) 226-2650. CITY must approve the location of the Receiving Facility and any proposed changes to location of the Receiving Facility.
  - (j) Residuals - shall mean any material that cannot be composted and found mixed with loads of Green Waste Materials.
  - (k) Ton - shall mean 2,000 pounds avoirdupois.
  - (l) Working Day(s) - shall include all days the City of Fresno Green Waste collection services are operational, as set by the City of Fresno solid waste collection schedule. SERVICE PROVIDER may petition CITY to modify these working hours to meet the conditions of its permit; however, CITY shall be under no obligation to agree to any modification.
2. Scope of Services. SERVICE PROVIDER shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**. By executing this Agreement, SERVICE PROVIDER guarantees it currently has the site capacity, staffing, and equipment to fully meet the requirements of this Agreement.

3. Non-Exclusive Agreement. CITY agrees to deliver to SERVICE PROVIDER's Receiving Facility approximately 50 percent of Green Waste Materials it (or its agent) collects daily. SERVICE PROVIDER acknowledges and agrees this is a non-exclusive Agreement and CITY is not obligated by this Agreement to deliver a minimum quantity of Green Waste Materials to the Receiving Facility, but only approximately 50 percent of whatever is collected.

Furthermore, CITY makes no guarantee on tonnages of Green Waste Material to be anticipated by SERVICE PROVIDER. CITY retains the right to divert negligible quantities of Green Waste Materials for various purposes at its sole discretion.

4. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through June 30, 2026, subject to any earlier termination in accordance with this Agreement.

The services of SERVICE PROVIDER as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

5. Business License. If the SERVICE PROVIDER does not have a City of Fresno Business License, it shall obtain such a license prior to the Effective Date of this Agreement and maintain in effect throughout the term of this Agreement.

6. Compensation.

(a) SERVICE PROVIDER'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$16.75 per ton of Green Waste Material Processed. Such fee includes all expenses incurred by SERVICE PROVIDER in performance of the services. No price escalators shall be implemented for the duration of this Agreement.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business.

(c) SERVICE PROVIDER understands and agrees any request by SERVICE PROVIDER to adjust the payment to CITY other than as set forth in this Agreement, make material changes to this Agreement, or otherwise decrease revenue or increase costs to CITY under this Agreement, may result in CITY either, in the CITY's sole discretion: (1) issuing a new Request for Proposals for these services; or (2) entering into an agreement with another provider of the same service then currently under contract to complete the balance of the term of this Agreement pursuant to the terms of the other contract; either of which may result in termination of this Agreement if CITY awards a contract to another service provider.

(d) Notwithstanding subsection (c) above, three years or later from the Effective Date of this Agreement, SERVICE PROVIDER may submit to the Administrator

a request for a price adjustment, along with documentation supporting the request, if all the following occur:

- (i) A material change in law (for example, minimum wage or regulatory requirements) affects the net cost to perform the services herein by a margin of at least 10 percent (based upon cost at the commencement of the Agreement);
- (ii) The change in law negatively affects feasibility of providing the services as set forth in Exhibit A, based upon the net cost to SERVICE PROVIDER and considering a combination of commodity market gains, lower fuel costs, or other offsets to the costs incurred due to a change in law; and
- (iii) The negative impact continues for a period of at least one year.

Should the request demonstrate all of the above criteria, the Administrator shall consider the request, and the Parties shall have 60 days to negotiate a price adjustment and amendment to this Agreement, subject to approval of the City Council. If no agreement is reached, the Parties may agree to continue the Agreement without a change in terms, or if no agreement is reached, the CITY will issue a Request for Proposals or enter into an agreement with another provider of the same service then currently under contract, as set forth in subsection (c) above.

- (e) Should the Parties mutually agree to modify this Agreement to increase or decrease the scope of services provided in this Agreement or provide for the rendition of additional services not required by this Agreement, such modification may include an adjustment to SERVICE PROVIDER'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each Party. SERVICE PROVIDER shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

#### 7. Termination, Remedies and Force Majeure.

- (a) This Agreement may terminate without any liability of CITY to SERVICE PROVIDER upon the earlier of: (i) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; (ii) any material change to SERVICE PROVIDER which affects SERVICE PROVIDER's obligations to CITY; or (iii) expiration of this Agreement. CITY's obligations to pay SERVICE PROVIDER are subject to availability of revenue from utility fees levied on CITY's customers, and this obligation is subordinate to the pledge of these revenues to any and all bonded indebtedness of CITY. In no event is CITY pledging or obligating under this Agreement any other revenues, including CITY's General Fund, or any real and personal property taxes, sales taxes or any other tax revenues.

- (b) Termination for cause:

- (i) If the SERVICE PROVIDER shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Agreement, the City Manager of the City of Fresno or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Agreement as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.
  - (ii) Either Party may terminate this Agreement if the other Party materially breaches any of its obligations under this Agreement and fails to commence and diligently pursue reasonable efforts to cure such breach within 15 days after written notice by the other Party specifically describing the breach.
  - (iii) Such termination shall be effective upon receipt by a Party of written notice of termination from the authorized representative of the other Party, which notice shall be deemed to have been received by the other Party, if mailed by certified mail, within 48 hours to the Party's address as contained this Agreement, or, if personally delivered, upon the delivery thereof to the Party, the authorized representative of the Party, or to the Party's said address.
- (c) Immediately upon any termination or expiration of this Agreement, SERVICE PROVIDER shall (i) stop all work hereunder; and (ii) return to CITY any and all unearned payments and all properties and materials in the possession of SERVICE PROVIDER that are owned by CITY. Subject to the terms of this Agreement, SERVICE PROVIDER shall be paid compensation for services satisfactorily performed prior to the effective date of termination. SERVICE PROVIDER shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (d) In the event of termination due to failure of SERVICE PROVIDER to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of SERVICE PROVIDER, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.
- (e) Upon any breach of this Agreement by SERVICE PROVIDER, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement.

- (f) SERVICE PROVIDER shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event SERVICE PROVIDER fails to comply with any terms or conditions of this Agreement.
- (g) SERVICE PROVIDER shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of SERVICE PROVIDER and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. SERVICE PROVIDER shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

8. Receiving Green Waste Materials.

- (a) SERVICE PROVIDER shall make the Receiving Facility available for deliveries of Green Waste Material on Working Days (between the hours of 6:30 a.m. and 5:30 p.m., Monday through Friday and from 7:00a.m. to 12:00 p.m. on Saturdays, except Holidays), or such other times as the Parties may agree.
- (b) Except as expressly provided in this subsection, SERVICE PROVIDER will accept the Green Waste Material "as is" and will assume all risks in handling such material. CITY will ensure that it retains any mandated classification under Division 4.5 of Title 22 of California Code of Regulations of "non-hazardous waste" for its curb-side residential Green Waste Material.
- (c) Green Waste Material delivered to the Receiving Facility by CITY shall be received by SERVICE PROVIDER's employees and equipment onto grounds of Receiving Facility. SERVICE PROVIDER shall provide adequate staff and make the Receiving Facility available such that CITY's vehicles are able to complete delivery of a load in ten minutes or less, measured from time of weigh-in prior to unloading the Materials through weigh-out after unloading the Materials.
- (d) SERVICE PROVIDER shall make accessible clean, sanitary, well-maintained restroom facilities conveniently located at the Receiving Facility for drivers delivering Green Waste Materials. Said restrooms shall remain available during all hours the Receiving Facility may receive Green Waste Materials.
- (e) In the event that SERVICE PROVIDER determines an entire single load of Green Waste Material delivered by a CITY vehicle pursuant to this Agreement constitutes "hazardous material" as defined in Division 4.5 of Title 22 of California Code of Regulations, then SERVICE PROVIDER may reject such load and return it to CITY; provided that SERVICE PROVIDER provides to CITY clear and convincing evidence that the entire load returned by SERVICE PROVIDER (i) was originally contained in a single load delivered by a CITY vehicle pursuant to this Agreement, and (ii) that such entire single load

constituted "hazardous material" as defined in Division 4.5 of Title 22 of California Code of Regulations.

- (f) SERVICE PROVIDER shall provide weight tickets from a State of California registered and certified scale. Weight tickets are to be signed by the delivering CITY employee. SERVICE PROVIDER shall electronically transmit data of all weight tickets to CITY for each Working Day, by the following Working Day. SERVICE PROVIDER shall sort the original hard copy weight tickets by date and mail or deliver the weight tickets to CITY's Solid Waste Management Division office on a daily basis. This requirement may be satisfied by giving such hard copies to a CITY delivery vehicle driver to transport to such Division office. The electronic format is to be compatible with Access, Dbase, FoxPro, Excel or ASCII. SERVICE PROVIDER shall develop a format and electronic transfer process satisfactory to CITY with assistance of CITY's information systems specialist.

SERVICE PROVIDER shall prepare each weight ticket by assigning each a unique control number, identifying thereon the Receiving Facility by name, and including thereon the following printed information: Inbound Date and Time, Weighmaster Outbound Date and Time, Weighmaster CITY Truck Number, Vehicle License Plate Number, Description of material, Gross Weight in pounds, Gross Truck Tare Weight in pounds, Net Weight in pounds, Driver Signature, Route Number.

- (g) SERVICE PROVIDER shall comply with all applicable federal, state and local agency regulations in receiving Green Waste Materials.

9. Processing Green Waste Materials.

- (a) SERVICE PROVIDER shall be responsible for transporting all Green Waste Materials from the Receiving Facility to the Processing Facility and for the storage, Processing, transfer, sale and final disposition of CITY's Green Waste Materials at the Processing Facility in a manner ensuring compliance with permits issued by federal, state or local governmental bodies or agencies for the sites of both the Receiving Facility and the Processing Facility. Final end-use of Processed Green Waste Materials shall conform to California Integrated Waste Management Board ("CIWMB"), now "CalRecycle," Assembly Bill 939 ("AB939") requirements to enable CITY to receive maximum diversion credits. SERVICE PROVIDER shall comply with the provisions of the Source Reduction and Recycling Element (SRRE) plan adopted by CalRecycle for CITY to meet such AB939 requirements (e.g., end-use for materials thereunder may include Compost, Mulch, mine reclamation, land application, biomass fuel, etc.). The end use of one hundred percent of CITY's Green Waste Materials received and Processed by SERVICE PROVIDER as either Compost, biomass fuel, mine reclamation, land application, clean wood fines, or as a soil amendment to be used by end users shall be subject to the approval of CITY's Representative. SERVICE PROVIDER shall comply with AB939 requirements for final disposition of CITY's Green Waste Materials.

- (b) SERVICE PROVIDER shall be responsible for all costs related to, and disposal of, Residuals.
- (c) SERVICE PROVIDER shall meet all federal, state and local laws, as well as CalRecycle regulations and standards for the methods of Processing of Green Waste Materials.

10. Confidential Information and Ownership of Documents.

- (a) Subject to State regulations, any reports, information, or other data prepared or assembled by SERVICE PROVIDER pursuant to this Agreement shall not be made available to any individual or organization by SERVICE PROVIDER without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, SERVICE PROVIDER shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY. Confidential Information shall not include daily tonnage records of materials received from CITY
- (b) Any and all writings and documents prepared or provided by SERVICE PROVIDER pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. SERVICE PROVIDER shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) This Section shall survive expiration or termination of this Agreement.

11. Representation of Skill. It is further mutually understood and agreed by and between the Parties hereto that inasmuch as SERVICE PROVIDER represents to CITY that SERVICE PROVIDER is skilled in the industry and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of SERVICE PROVIDER to do and perform such services in a skillful manner and SERVICE PROVIDER agrees to thus perform the services. Therefore, any acceptance of such services by CITY shall not operate as a release of SERVICE PROVIDER from said industry standards or those set forth in this Agreement.

12. Indemnification. To the furthest extent allowed by law, SERVICE PROVIDER shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the



negligence, recklessness or willful misconduct of SERVICE PROVIDER, its principals, officers, employees, agents or volunteers in the performance of this Agreement. The SERVICE PROVIDER's obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the gross negligence or by the willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers.

This section shall survive termination or expiration of this Agreement.

### 13. Insurance.

- (a) Throughout the life of this Agreement, SERVICE PROVIDER shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, SERVICE PROVIDER fails to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SERVICE PROVIDER shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve SERVICE PROVIDER of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, its principals,

officers, agents, employees, or persons under the supervision of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, sub-consultants, or anyone employed directly or indirectly by any of them.

- (d) Upon request of CITY, SERVICE PROVIDER shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

#### 14. Conflict of Interest and Non-Solicitation.

- (a) Prior to CITY'S execution of this Agreement, SERVICE PROVIDER shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, SERVICE PROVIDER shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by SERVICE PROVIDER in such statement.
- (b) SERVICE PROVIDER shall comply with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, SERVICE PROVIDER shall provide a written opinion of its legal counsel that, after a due diligent inquiry, SERVICE PROVIDER is in full compliance with all laws and regulations. SERVICE PROVIDER shall take reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, SERVICE PROVIDER shall immediately notify CITY of these facts in writing.
- (c) In performing the work or services to be provided hereunder, SERVICE PROVIDER shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (d) SERVICE PROVIDER represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.
- (e) SERVICE PROVIDER shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, SERVICE PROVIDER shall remain responsible for complying with Section 9(a), above.

(f) This Section shall survive expiration or termination of this Agreement.

15. Recycling Program. In the event SERVICE PROVIDER maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, SERVICE PROVIDER at its sole cost and expense shall:

- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (b) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

16. General Terms.

- (a) Authorized signature. Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.
- (b) Audits. Records of SERVICE PROVIDER'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of SERVICE PROVIDER pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. This Section 16(b) shall survive expiration or termination of this Agreement.
- (c) License. Prior to execution of this Agreement by CITY, SERVICE PROVIDER shall have provided evidence to CITY that SERVICE PROVIDER is licensed to perform the services called for by this Agreement (or that no license is required).

17. Nondiscrimination. To the extent required by controlling federal, state and local law, SERVICE PROVIDER shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a

disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, SERVICE PROVIDER agrees as follows:

- (a) SERVICE PROVIDER will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. SERVICE PROVIDER shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to SERVICE PROVIDER'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by or on behalf of SERVICE PROVIDER in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) SERVICE PROVIDER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of SERVICE PROVIDER'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. Independent Contractor.

- (a) In the furnishing of the services provided for herein, SERVICE PROVIDER is acting solely as an independent SERVICE PROVIDER. Neither SERVICE PROVIDER, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any

purpose. CITY shall have no right to control or supervise or direct the manner or method by which SERVICE PROVIDER shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that SERVICE PROVIDER is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between SERVICE PROVIDER and CITY. SERVICE PROVIDER shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, SERVICE PROVIDER shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent SERVICE PROVIDER, SERVICE PROVIDER and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. SERVICE PROVIDER shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SERVICE PROVIDER shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of SERVICE PROVIDER'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SERVICE PROVIDER may be providing services to others unrelated to CITY or to this Agreement.

19. Notices. Any notice required or intended to be given to either Party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the Party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the Parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

20. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all Parties, and each Parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

21. Assignment.

- (a) This Agreement is personal to SERVICE PROVIDER and there shall be no assignment, transfer, sale, or subcontracting by SERVICE PROVIDER of its rights or obligations under this Agreement without CITY approval. Any attempted assignment by SERVICE PROVIDER or its successors without CITY approval shall be null and void and may result in termination of this Agreement, at the election of the CITY.
- (b) SERVICE PROVIDER hereby agrees not to assign the payment of any monies due SERVICE PROVIDER from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due SERVICE PROVIDER directly to SERVICE PROVIDER.

22. Compliance With Law. In providing the services required under this Agreement, SERVICE PROVIDER shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

23. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

24. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

25. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

26. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

27. Interpretation. The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.

28. Attorney's Fees. If either Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing Party in such proceeding or action shall be entitled to recover from the other Party its reasonable attorney's fees and legal expenses.
29. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
30. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Agreement, shall be null and void.
31. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
32. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific Parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
33. Extent of Agreement. Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and SERVICE PROVIDER.

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IN WITNESS WHEREOF, the Parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

Kochergen Farms Composting, Inc.,  
a California corporation

By:   
Thomas Esqueda, Director  
Department of Public Utilities

By:   
Name: Mike S Kochergen

ATTEST:  
YVONNE SPENCE  
City Clerk

Title: President  
(if corporation or LLC, Board  
Chair, Pres. or Vice Pres.)

By: Cindy Brewer 2/25/16  
Deputy

By: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Name: \_\_\_\_\_

By: Amanda B. Freeman 2/18/16  
Amanda B. Freeman Date  
Deputy City Attorney

Title: \_\_\_\_\_  
(if corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

Addresses:

CITY:  
City of Fresno  
Attention: Jerry Schuber, Assistant  
Director of Public Utilities  
1325 El Dorado St.  
Fresno, CA 93706  
Phone: (559) 621-1801  
FAX: (559) 266-1009

SERVICE PROVIDER:  
Kochergen Farms Composting, Inc.  
Attention: Mike Kochergen, President  
523 N. Brawley Street, Suite B  
Fresno, CA 93706  
Phone: (559) 498-0900  
FAX: (559) 498-8383

Attachments:  
Exhibit A - Scope of Services  
Exhibit B - Insurance Requirements  
Exhibit C - Conflict of Interest Disclosure



## Exhibit A

### **SCOPE OF SERVICES** **Service Agreement between City of Fresno** **and Kochergen Farms Composting, Inc.** Green Waste Processing

The Service Provider shall provide to City services related to Green Waste Materials and Processing as follows:

1. The Service Provider will receive, process and beneficially reuse or recycle Green Waste Materials collected by the City of Fresno or its assigned agents and delivered to the Service Provider in accordance with the terms of this Agreement.
2. The Service Provider will be expected to charge the City on a per ton basis for all Green Waste Materials delivered to the Service Provider processing site and prepared for beneficial reuse, as set forth in the terms of this Agreement.
3. The Service Provider will assume all responsibility for the legal and proper disposal of residual waste materials that cannot be beneficially reused or recycled by the vendor(s). All residual waste materials shall be disposed of at the American Avenue Landfill, which is owned and operated by Fresno County.
4. The Service Provider shall be required to submit monthly tonnage reports for Green Waste Materials delivered to the Service Provider's processing site by the City, and the tonnage reports shall include the quantities of residual waste materials delivered to the American Avenue Landfill.

The City makes no guarantee on the quantity or quality of Green Waste Materials to be delivered to the Service Provider's processing sites in the future.

#### ***Description of Current Services***

The City currently provides residential solid waste collection service to all single-family residential housing units (up to four dwelling units) located within the City's municipal corporate limits. All residents receive solid waste collection, co-mingled recyclables collection, and green waste collection services on a designated day for their neighborhood, and are provided with 96-gallon carts for each of the three material streams. Additional 96-gallon carts can be provided upon request, and an additional charge, for Co-mingled recyclables and green waste. The materials accepted through that program are listed on the City's website at:

<http://www.fresno.gov/Government/DepartmentDirectory/PublicUtilities/SolidWaste/ResidentialServices/Blue.htm>

Green waste collection includes grass, leaves, weeds, sawdust, palm fronds, untreated wood, fruit and vegetables. Christmas trees are collected for recycling after the holidays. An additional 96 gallon cart is available to residents for an additional monthly charge. Information on the City's current green waste collection program can be found on the City's website at:

<http://www.fresno.gov/Government/DepartmentDirectory/PublicUtilities/SolidWaste/ResidentialServices/Green.htm>

## Exhibit B

### INSURANCE REQUIREMENTS

Service Agreement between City of Fresno ("CITY")  
and Kochergen Farms Composting, Inc. ("SERVICE PROVIDER")  
Green Waste Processing

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### MINIMUM LIMITS OF INSURANCE

SERVICE PROVIDER shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
  - (a) \$2,000,000 per occurrence for bodily injury and property damage;
  - (b) \$2,000,000 per occurrence for personal and advertising injury;

- (c) \$4,000,000 aggregate for products and completed operations; and,
- (d) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits and **EMPLOYER'S LIABILITY** with limits of liability not less than

- (a) \$1,000,000 each accident for bodily injury;
- (b) \$1,000,000 disease each employee; and,
- (c) \$1,000,000 disease policy limit.

5. **CONTRACTORS' POLLUTION LEGAL LIABILITY (CPL)** (and/or other applicable policies as determined by the City's Risk Manager or his/her designee, e.g. Asbestos Legal Liability) *unless waived in writing by the CITY'S Risk Manager or his/her designee* shall be written on either an occurrence form, or a claims-made form, and is required for all environmental and water remediation work and for all work transporting fuel. CPL is also required for demolition, renovation, HVAC, plumbing and electrical work (including, without limitation, lighting) on any structure built prior to the year 1990 with limits of liability of not less than the following:

- (a) \$1,000,000 per occurrence or claim; and,
- (b) \$2,000,000 general aggregate per annual policy period.

(i) In the event this Agreement involves any lead based, mold or asbestos environmental hazard, either the CAL policy or other appropriate insurance policy shall be endorsed to include *Transportation Pollution Liability insurance* covering materials to be transported by APPLICANT pursuant to the Agreement.

(ii) In the event this Agreement involves any lead-based environmental hazard (e.g., lead based paint), and/or asbestos environmental hazard (e.g. asbestos remediation), and/or mold environmental hazard (e.g. mold remediation) the CPL insurance policy or other appropriate policy shall be endorsed to include coverage for lead based environmental hazards and/or asbestos environmental hazards and/or mold environmental hazards and "microbial matter including mold" with the definition of "Pollution" und

**UMBRELLA OR EXCESS INSURANCE**

In the event SERVICE PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies)

shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

SERVICE PROVIDER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SERVICE PROVIDER shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) SERVICE PROVIDER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

(i) *All policies of insurance* required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. SERVICE PROVIDER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SERVICE PROVIDER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SERVICE PROVIDER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The CGL, CAL and CPL policies of insurance shall be endorsed to name CITY, its officers, officials, agents, employees and volunteers as additional insureds. SERVICE PROVIDER shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

(iii) For any claims related to this Agreement, SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it. SERVICE PROVIDER shall establish primary and noncontributory status by use of ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and noncontributory status as broad as that contained in ISO Form CG 20 01 04 13.

(iv) Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(v) The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

(v) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

**PROVIDING CITY WITH DOCUMENTS** - SERVICE PROVIDER shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SERVICE PROVIDER shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**CLAIMS-MADE POLICIES** - If any coverage required is written on a claims-made coverage form:

(i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SERVICE PROVIDER.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, SERVICE PROVIDER must purchase

“extended reporting” period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.

(iv) A copy of the claims reporting requirements must be submitted to CITY for review.

(v) These requirements shall survive expiration or termination of the Agreement.

**MAINTENANCE OF COVERAGE** - If at any time during the life of the Agreement or any extension, SERVICE PROVIDER fails to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY hereunder shall in any way relieve SERVICE PROVIDER of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, its principals, officers, agents, employees, persons under the supervision of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, sub-consultants, or anyone employed directly or indirectly by any of them.

**Exhibit C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
Kochergen Farms Composting, Inc., Green Waste Processing

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

We manage green  
waste for Allied  
Waste Services.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional page(s) attached.



Signature

2-9-16

Date

Duke Kochergen

(name)

Kochergen Farms Composting Inc

(company)

P.O. Box 11006

(address)

Fresno Ca 93771

(city state zip)