

ORIGINAL

**SERVICES AGREEMENT BETWEEN THE CITY OF REEDLEY AND MICHAEL'S
ENVIRONMENTAL**

This Services Agreement ("**Agreement**") is entered into this 1st day of January, 2018, by and between the City of Reedley, a municipal corporation (the "**City**"), and Michael's Environmental, LLC, a California limited liability company (the "**Contractor**" and together with the City the "**Parties**"), for hazardous accident clean-up services on City controlled roads.

WHEREAS, under the California Vehicle Code Section 17300 (c), a person who willfully or negligently causes or permits the contents of a vehicle to be deposited upon a street or highway, or its appurtenances, is liable for the reasonable costs of removing those contents from the street or highway or its appurtenances;

WHEREAS, under the California Vehicle Code Section 17300 (d), liability also includes reasonable costs of necessary safety precautions, including, but not limited to, warning traffic, the removal of debris resulting from accidents, the removal of any materials, or providing detours;

WHEREAS, under the California Vehicle Code Section 23113 (a), any person who drops, dumps, deposits, places, or throws, or causes or permits to be dropped, dumped, deposited, placed, or thrown, upon any highway or street any material described in California Vehicle Code Section 23112 or in subdivision (d) of Section 23114 shall immediately remove the material or cause the material to be removed;

WHEREAS, under the California Vehicle Code Section 23113 (b), if a person fails to comply with subdivision (a), the governmental agency responsible for the maintenance of the street or highway on which the material has been deposited may remove the material and collect, by civil action, if necessary, the actual cost of the removal operation in addition to any other damages authorized by law from the person made responsible under subdivision (a);

WHEREAS, under the California Vehicle Code Section 2454, authority for incident command at any on-highway hazardous substance spill or disaster shall be passed to the law enforcement agency having primary traffic investigative authority;

WHEREAS, under the California Insurance Code Section 660 (b), "automobile liability coverage" requires coverage of bodily injury and **property damage liability**, medical payments, and uninsured motorists coverage;

WHEREAS, under the California Insurance Code Section 11580.1 (b)(1), California requires a minimum of \$5,000.00 in liability insurance for property damage for private passenger vehicles;

WHEREAS, insurance policies include the cleanup of hazardous waste and pollutants as an insured property damage loss in writing automobile policies;

WHEREAS, the City retains the ultimate responsibility to ensure the safety of its roadways within the City's jurisdiction;

WHEREAS, the City currently expends considerable resources and money in cleaning accident scenes, including the cleanup of hazardous material and attempting to collect reimbursement for the resulting property damage from the responsible party (spiller) and/or its insurer;

WHEREAS, vehicle collisions that cause spills of hazardous fluids and roadway debris could potentially result in health hazards for both people and animals within the City;

WHEREAS, Contractor provides trained and certified personnel on call 24 hours a day, 7 days a week to provide professional removal, clean-up, and disposal services at accident scenes. This is separate and distinct from tow services, which are governed by separate policy and procedure and are not covered by this Agreement;

WHEREAS, the City wishes to engage the Contractor to provide professional removal and disposal services at accident scenes, not related to tow services, within the City to promote the safety and wellbeing of its citizens, the environment, and wildlife;

WHEREAS, Contractor wishes to accept an engagement with the City for professional removal, clean-up, and disposal services at accident scenes, with the removal and disposal costs to be borne by the responsible party (spiller) and/or its insurer;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative: Nicole R. Zieba, City Manager
City of Reedley
1717 Ninth Street
Reedley, CA 93654

Contractor Representative: Christopher Boss
Michael's Environmental
718 I Street
Reedley, CA 93654

ARTICLE 2. DUTIES AND RESPONSIBILITIES

Section 2.1. Services. Contractor will provide accident clean-up services and consulting services for the City, including professional removal and disposal of hazardous debris, pollutants,

and fluids that leak from vehicles involved in collisions within the city limits as more clearly defined in **Exhibit A**.

Section 2.2. City Contributions and Responsibility. City will provide Contractor with any supporting services that are not included in Exhibit A if deemed necessary in transferring liability of accident scene clean up to Contractor. Notwithstanding the foregoing, City shall be obligated to contact Contractor immediately after any vehicle accident occurring within in its jurisdiction so that Contractor may dispatch a clean-up team to arrive at accident scenes with first responders. The City will create an incident report, and unless circumstances dictate otherwise, require a traffic report be created for each accident scene that Contractor responds to. The incident report or traffic report, whenever possible and practicable, should identify the party that negligently or willfully causes an accident so that Contractor will have evidence needed to collect compensation from the responsible party (spiller) and/or its insurer. After a period of not less than six (6) months, the Parties may negotiate the frequency in which Contractor is dispatched out to accident scenes within the City's jurisdiction.

Section 2.3. Compensation. Contractor will recover fees for services from the responsible party (spiller) and/or its insurer. Subject to Exhibit A, the City shall not be billed for services related to hazardous clean up at vehicle accident sites. In the event that City requests Contractor to clean up hazardous materials at other types of accident sites or any other sites, Contractor shall invoice City at standard rates. In no case, shall Contractor conduct work for City, other than vehicle accident sites, without prior City approval.

Section 2.4. Scope of Agreement. Contractor accepts this engagement. Contractor will be on-call twenty-four (24) hours a day, seven (7) days a week. Contractor will devote the time called for in this Agreement only at the time or times and only at the place or places as may be mutually agreed between the Contractor and City. Contractor will use Contractor's best efforts to accomplish goals identified by the City during the term of this Agreement.

Section 2.5. Prior/Future Commitments. City acknowledges that Contractor may have other similar commitments to other cities and municipalities. City will not require Contractor to perform tasks which might reasonably result in Contractor's breach of any other contract which it has entered or may enter. Contractor acknowledges that Contractor has no existing obligations to any third party, as employee, consultant, or otherwise, that would conflict with, or restrict Contractor's ability to fulfill any of Contractor's commitments or obligations under this Agreement.

Section 2.6. Exclusive Engagement. This is an exclusive Services Agreement for the City in the area of professional removal and disposal services at accident scenes on City controlled roadways as the result of vehicle collisions, as defined by this Agreement. City agrees not to accept or participate in any other private arrangement that contemplates the scope of work to be provided by the Consultant for a period of two years. If, after two years, City determines that no other provider is qualified and able to provide services, City may extend this Services Agreement on a year to year basis. If other providers exist, City may conduct a bid or Request For Proposal process.

Section 2.6. Performance Standards. The Contractor agrees that they will, at all times, faithfully, industriously, and to the best of their ability perform the duties and functions that are required under this Agreement.

Section 2.7. Recordkeeping and Performance Data. Each party shall keep and maintain proper records and documentation sufficient to substantiate its contributions hereunder, and shall make such available for review and audit during normal operating hours upon the reasonable written request of the other party for a period of three (3) years following expiration or earlier termination of this Agreement.

Section 2.8. Permits and Licenses. Contractor shall have a current and valid license or permit, if applicable, to perform the scope of work contemplated hereunder. The permit or license shall remain in force during the duration of the Agreement.

Section 2.9. Workforce. Contractor and its employees are to be personally presentable at all times, wearing appropriate attire for the job that clearly identifies the name of the contractor.

ARTICLE 3. TERM OF AGREEMENT

Section 3.1. Duration. This Agreement is entered into and effective on the date hereof, and shall encompass work performed by the Contractor from January 1, 2018, and shall remain in effect for a period of twenty-four (24) months from the effective date, renewing annually unless terminated by operation of sections 3.2 or 3.3 below or such time as the Parties decide to terminate it, or otherwise agreed to in writing by both parties. The Parties shall retain the ability to avoid the renewal of this Agreement upon written notice to the other party provided at least sixty (60) days prior to the termination of each term. The Parties may negotiate the terms and conditions of a new agreement for subsequent terms, which may require approval by the City Council.

Section 3.2. Mutual Termination. The Parties may mutually agree to terminate this agreement for cause if:

- (a) A party is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within thirty (30) days of written notice from the other party so to do, subject to Article 9 of this Agreement;
- (b) A voluntary arrangement is approved by both parties; or
- (c) A bankruptcy or an administration order is made, or a receiver or administrative receiver is appointed over any of either party's assets or an undertaking, or a resolution or petition to wind up the other party is passed or presented (other than for the purposes of amalgamation or reconstruction), or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver, or administrator or to present a winding-up petition or make a winding-up order with respect to either party.
- (d) A mutual determination is made that this project cannot obtain the appropriate local or state permits necessary to continue its operations after all corrections, modifications and appeals

have been exhausted.

Section 3.3. Automatic Termination. This Agreement shall terminate automatically on the sale of Contractor or a sale of substantially all assets of Contractor.

Section 3.4. Responsibility on Termination. Any equipment or information provided to Contractor or City in connection with or furtherance of Contractor's services under this Agreement, including, but not limited to, electronics, vehicles, personnel management tools, shall immediately be returned to the proper party on termination of this Agreement.

Section 3.5. Survival. The provisions of Article 6, 7, and 9 shall survive the termination of this Agreement and remain in full force and effect thereafter.

ARTICLE 4. AGENCY

Section 4.1 Relationship. It is understood and agreed that Contractor is an independent contractor in respect to Contractor's relationship to City, and that Contractor is not and should not be considered an agent or employee of the City for any purpose. Contractor agrees not to represent itself as an agent or employee of the City at any time. Nothing in this Agreement will be construed or implied to create a relationship of partners, agency, joint venture, or of employer and employee between City and Contractor.

ARTICLE 5. INDEPENDENT CONTRACTOR STATUS

Section 5.1. Independent Contractor. Contractor will have full control and discretion as to the ways and means of performing any and all services to be provided under this Agreement. It is understood that in the performance of this Agreement, Contractor is not in any way acting as an employee of City, and Contractor will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments collected pursuant to the terms of this Agreement.

Section 5.2. Liability. As an independent contractor, Contractor agrees that City has no obligation under the state or federal laws regarding employee liability, and that City's total commitment and liability under this arrangement is the performance described in this Agreement.

Section 5.3. Taxes. Contractor shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Contractor's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the City on behalf of the Contractor or his/her employees. Contractor understands that he/she is responsible to pay, according to law, Contractor's taxes and Contractor shall, when requested by the City, properly document to the City that any and all federal and state taxes have been paid.

Section 5.4. Benefits. Contractor and Contractor's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the City. No workers' compensation insurance shall be obtained by the City covering Contractor or Contractor's employees unless required to do so by law or regulation.

ARTICLE 6. CONFIDENTIALITY

Section 6.1. Confidential Information. City understands that much of the information to be obtained in performing this Agreement, including but not limited to, information regarding the Contractor's present or proposed business, operations and ownership, is and/or will be confidential and proprietary information. Contractor understands that City is required to follow certain disclosure laws, and may be required to disclose any and all records related to this Services Agreement. To the maximum extent permitted by law, City agrees that it will maintain the confidentiality of such information. City agrees that it will only disclose records as required by law.

Section 6.2 Non-Disclosure and Intellectual Property. City acknowledges and agrees that Contractor its affiliates have, hold, and own, valuable intellectual property including, but not limited to accident clean-up and disposal technologies, billing practices, product branding, trademarks, distribution and networks, licenses, and know-how ("**Intellectual Property**"). Contractor's Intellectual Property as well as any additionally created or developed technologies are and will remain the exclusive property of the Contractor, its successors or designees.

ARTICLE 7. INDEMNIFICATION

Section 7.1. Willful Misconduct. City will not relieve Contractor from liability caused by the willful misconduct or sole negligence of Contractor, its offices, agents, or servants.

Section 7.2. Indemnification of City.

Contractor shall indemnify, defend, and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or Agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor. Notwithstanding the foregoing, Contractor will not indemnify City for City's sole negligence or willful misconduct.

ARTICLE 8. INSURANCE

Section 8.1. Insurance Required. Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policy(ies) of insurance required hereunder with an insurance company either: (1) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or (2) authorized by the City Manager. The following policies of insurance are required:

(a) Commercial General Liability insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury," "property damage," and "personal and advertising injury," including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations, and \$2,000,000 general aggregate.

(b) Commercial Automobile Liability insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage. Only required if automobiles are to be operated on City property.

(c) Workers' Compensation insurance as required under the California Labor Code.

(d) Employer's Liability insurance with minimum limits of \$1,000,000 each accident and \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

The Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and the Contractor shall also be responsible for payment of any self-insured retention. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager and his/her designee.

Limited Pollution Liability. Contractor agrees to provide a Commercial General Liability (CGL) endorsement that covers damages caused by the accidental release of pollutants within the scope of this agreement, with coverage available up to full policy limits.

Pollution Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

The above policies of insurance shall be endorsed to provide an unrestricted thirty (30) day written notice in favor of the City, of policy cancellation, change, or reduction in coverage. In the event any policies are due to expire during the term of this Agreement, a new certificate evidencing renewal of

such policy shall be provided not less than fifteen (15) days prior to the expiration date of the expiring policies. Upon issuance by the insurer, broker, or agent of a notice of cancellation, change, or reduction in coverage, the Contractor shall file with City a certified copy of the new or renewal policy and certificates for such policy.

The General Liability and Automobile Liability policies shall be written on an occurrence from and shall name the City, its officers, officials, agents, employees, and volunteers as an additional insured. Such policies of insurance shall be endorsed so the Contractor's insurance shall be primary and no contribution shall be required by the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City and each of its officers, officials, employees, agents, and volunteers. The Contractor shall furnish the City with the certificate(s) and applicable endorsements for all required insurance, along with a waiver of subrogation endorsement for worker's compensation, prior to the City's execution of this Agreement.

If at any time during the life of this Agreement or any extension, the Contractor fails to maintain any required insurance in full force and effect, all of the Contractor's activities under this Agreement shall be discontinued immediately, until notice is received by the 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 the 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 the Contractor of its responsibilities under this Agreement.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

ARTICLE 9. WAIVER OF WARRANTIES OR GUARANTEES

Section 9.1. Warranties or Guarantees. The legal representatives that drafted and reviewed this Agreement with their clients can make no guarantees or warranties about the success and outcomes outlined within this Agreement. The Parties entered into the Agreement in good faith with the intent and purpose to fulfill their obligations. Neither legal representative can make any additional warranties or guaranties regarding the ultimate success or outcome of obtaining either local or state permission to engage in the services contemplated hereunder.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

Section 10.1 Mutual Representations and Warranties. The Parties represent and warrants to the other party, and agrees that it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

ARTICLE 11. GENERAL PROVISIONS

Section 11.1 Dispute Resolution. The Parties agree to attempt private mediation to resolve any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to legal action.

Section 11.2. Legal Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, each party will be required to bear its own legal fees.

Section 11.3. Complete Agreement. This instrument contains the entire Agreement of the Parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between City and Contractor with respect to the engagement of Contractor by City and contains all of the covenants and agreements between the Parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 11.4. Modification. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 11.5. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 11.6. Severability. If any provision in this Agreement is held by a court of competent

jurisdiction or arbitrator to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 11.7. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws (and not the laws of conflict) of the State of California.

< Signature page to follow >

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the date of this Agreement.

CONTRACTOR:

Michael's Environmental:

Dated: 12-29-17

By: 

Christopher Boss

CITY:

City of Reedley:

Dated: 1/2/18


By: 

EXHIBIT A

SCOPE OF WORK

Section 1.1 Services. Contractor will be on call for the City to provide professional removal and disposal of hazardous debris, pollutants, and fluids that leak from vehicles involved in collisions that occur within the City's jurisdiction. Contractor will respond to dispatches sent by the City to every vehicular accident within the City's jurisdiction in accordance with this Agreement. Debris and fluid to be removed and disposed shall include, but not be limited to:

- Fuel
- Washer fluid
- Car parts
- Damaged property
- Oil
- Vehicular Fluids

Contractor also agrees to provide temporary traffic control on-site at each accident scene in order to assist first responders dispatched by the City in responding to the vehicular accident and to ensure proper and safe removal of hazardous solid and liquid debris. Further, Contractor agrees to take all necessary and commercially reasonable steps to ensure that the roadways are returned to preconditioned status.

Section 1.2. Contractor's Discretion. Contractor retains complete discretion once dispatched by City to an accident site on whether Contractor will be able to perform the services contemplated by this Agreement. In the event that Contractor determines that it will not be able to assist with accident clean-up, Contractor will immediately notify first responders on-site so that City may dispatch the appropriate accident clean-up personnel to the accident site. In instances where there is no responsible party (spiller), Contractor agrees to respond to these scenes and provide direct billing to the City upon City's request according to fees set forth in advance and provided to City.

City agrees and acknowledges that Contractor will not be liable for accident clean up services as contemplated in this Agreement that are a result of spills of hazardous debris and fluids from cargo carried by the vehicles involved in any accident.



REEDLEY CITY COUNCIL

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 11

DATE: December 12, 2017

TITLE: APPROVE PILOT ACCIDENT CLEAN UP PROGRAM AND AUTHORIZE THE CITY MANAGER TO FINALIZE NEGOTIATIONS ON INDEMNIFICATION AND SUBROGATION TERMS AND ENTER INTO A SERVICES AGREEMENT BETWEEN THE CITY OF REEDLEY AND MICHAEL'S ENVIRONMENTAL FOR ACCIDENT CLEAN UP SERVICES

APPROVED: Nicole R. Zieba
City Manager

BACKGROUND

When vehicle accidents occur in cities and counties, there frequently are hazardous materials, such as fuel and oil, that spill or leak from the vehicles. Tow truck operators may pick up pieces of vehicles, but do not mop up hazardous fluids. If the spill is large or hazardous, Public Works crews are dispatched to mop up fluids.

Several months ago, the City began conversations with a newly created corporate entity, Michael's Environmental, about the possibility of entering into a pilot program whereby Michael's Environmental is dispatched to vehicle accidents to deal with any and all debris left at accident scenes, in particular, hazardous fuels, oils, and materials. Michael's Environmental is certified to deal with hazardous materials and hold the necessary insurance to work in and around accident scenes. Under the pilot program, the City would call out Michael's Environmental for vehicle accidents. The company would not bill the City for these services, but rather, bills the insurance of the responsible party for the accident. Michael's Environmental understands that in some accidents, the responsible party may not have insurance, and they are assuming the risk in performing work that may not be reimbursed.

City staff have reached out to other cities and law enforcement agencies and has not yet found any other agency currently contracting out for these services. Several agencies expressed interest in getting information about the results of this pilot program. Because there appears to be no other corporate entity performing these services, a bid process or Request For Proposal process would not be fruitful. Staff recommends entering into a sole source, limited term pilot

program for a period of two years. This Agreement may be terminated earlier by either party if data suggests that the pilot program is not benefitting one or each of the parties. At the end of the pilot term, if the program appears to be working well and no other entities are performing these services, the City has drafted language into the Agreement that would allow the City and Michael's Environmental to extend the Agreement upon written agreement of the parties.

FISCAL IMPACT:

There is no direct fiscal impact to the City by entering this Agreement. Michael's Environmental will bill the respective vehicle insurance companies for services rendered. The City may see a decrease in overtime charges for Public Works staff who are called out to accident scenes on weekends or after-hours for clean-up services. The City will not be billed for services by Michael's Environmental unless the City specifically requests additional clean up services not related to vehicle accidents.

ATTACHMENTS:

Draft Agreement with Michael's Environmental