

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AWARDING THE AGREEMENT FRANK SZETO, AN INDIVIDUAL D/B/A NEW ORIENT RESTAURANT, FROM JULY 1, 2014 TO JUNE 30, 2015 IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF \$46,099.20 AND AUTHORIZING THE PURCHASING AGENT TO EXERCISE UP TO FOUR (4) ANNUAL OPTIONS FOR A TOTAL FIVE (5) YEAR CONTRACT TERM AMOUNT NOT-TO-EXCEED \$230,496.00, SUBJECT TO APPROPRIATION OF FUNDS AND WITHOUT FURTHER CITY COUNCIL APPROVAL

WHEREAS, April 10, 2014, City staff issued a Request for Proposal (RFP) for “Preparation and Delivery of Asian Style Senior Meals”; and

WHEREAS, the Purchasing Division worked closely with Recreation Services and the Santa Clara County Senior Nutrition Program to develop the specification and bid package for the RFP, which was advertised in the Milpitas Post, on the City website and through Public Purchase; and

WHEREAS, one (1) proposal was received and evaluated by a committee of four, including the Recreation Services Supervisor, Recreation Services Program Coordinator, Recreation Services Assistant and the Purchasing Agent, who scored the proposal based on ten (10) objective criteria, and the proposers’ company background, technical abilities, and references were evaluated; and

WHEREAS, the City’s Purchasing Agent recommends the City Council approve the Agreement between the City and Frank Szeto, an individual d/b/a New Orient Restaurant, for the period from July 1, 2014 to June 30, 2015 in the annual not-to-exceed amount of Forty-Six Thousand Ninety-Nine dollars and Twenty cents (\$46,099.20) and a total five (5) year contract amount not-to-exceed of Two Hundred Thirty Thousand Four Hundred Ninety-Six dollars and Zero cents (\$230,496.00) during the term of the Agreement; and

WHEREAS, City staff also requests authority for the Purchasing Agent to renew the Agreement on an annual basis for the next four (4) years subject to appropriation of funds and without further City Council approval.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council approves the Agreement for “Preparation and Delivery of Asian Style Senior Meals” with Frank Szeto, an individual d/b/a New Orient Restaurant, for the period from July 1, 2014 to June 30, 2015 in the annual not-to-exceed amount of Forty-Six Thousand Ninety-Nine dollars and Twenty cents (\$46,099.20) and the total five (5) year contract amount not-to-exceed of Two Hundred Thirty Thousand Four Hundred Ninety-Six dollars and Zero cents (\$230,496.00) during the term of the Agreement, a copy of which is attached hereto as **Exhibit A**; and
3. The City Council authorizes the Purchasing Agent to extend the term of the Agreement

on an annual basis for the next four (4) years, subject to appropriation of funds and without further City Council approval.

PASSED AND ADOPTED this ____ day of, _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

EXHIBIT A TO RESOLUTION

AGREEMENT FOR SENIOR NUTRITION SERVICES

BETWEEN

CITY OF MILPITAS

AND

FRANK SZETO, AN INDIVIDUAL DOING BUSINESS AS NEW ORIENT RESTAURANT

THIS AGREEMENT is entered into this 4th day of June 2014 (“Effective Date”), by and between the CITY OF MILPITAS, a municipal corporation of the State of California (hereinafter “CITY”) and Frank Szeto, an individual doing business as “New Orient Restaurant” (hereinafter “CONTRACTOR”).

RECITALS

- A. Whereas, the Senior Nutrition Program is administered by the Santa Clara County Social Service Agency and provides home delivered and congregate meals to eligible seniors sixty (60) years of age and older in Santa Clara County; and
- B. Whereas, CITY and Santa Clara County entered into a Senior Nutrition Program Master Contract dated July 1, 2011 (“County Agreement”) to provide congregate meals at the Milpitas Senior Center located at 40 N. Milpitas Blvd., Milpitas, CA 95035; and
- C. Whereas, the County Agreement is amended on an annual basis to reflect the annual approved budget for the congregate meals in the City of Milpitas and may be amended from time to time as required by Santa Clara County; and
- D. Whereas, CITY requires professional services for the preparation and delivery of meals for the Senior Nutrition Program located at the Milpitas Senior Center, 40 N. Milpitas Blvd., Milpitas, CA 95035, in accordance with the County Agreement, as amended;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES.

CONTRACTOR shall perform those services specified in detail in EXHIBIT A, entitled “SCOPE OF SERVICES”, which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

This AGREEMENT shall become effective on July 1, 2014 and automatically terminates on June 30, 2015 (“Initial Term”), provided City, at its sole election, may exercise up to four (4) annual options to extend the AGREEMENT (“Option Term”) by providing written notice to the CONTRACTOR in the form attached hereto EXHIBIT E prior the expiration of the then applicable term, all subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONTRACTOR are to be completed according to the schedule set out in EXHIBIT B, entitled “SCHEDULE OF PERFORMANCE”, which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The annual compensation to be paid to CONTRACTOR shall not exceed Four Dollars and Seventy-Three Cents (\$4.80) per meal and the total compensation shall not exceed Forty-Six Thousand and Ninety-Nine Dollars and four Cents (\$46,099.20) during the Initial Term or any Option Term. The rate and schedule of payment is set out in EXHIBIT C, entitled “COMPENSATION,” which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONTRACTOR shall furnish to the CITY a statement of the work performed for compensation during the preceding month.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONTRACTOR, in the performance of the work and services agreed to be performed by CONTRACTOR, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONTRACTOR shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONTRACTOR hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONTRACTOR are material considerations for this AGREEMENT. CONTRACTOR shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONTRACTOR'S obligations hereunder, without the prior written consent of CITY, and any attempt by CONTRACTOR to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONTRACTOR shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONTRACTOR'S officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

CONTRACTOR agrees to have and maintain the policies set forth in EXHIBIT D, entitled “INSURANCE,” which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director’s authorized designee (“Risk Manager”) of the City of Milpitas as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONTRACTOR agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin or any other protected class, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONTRACTOR fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's Purchasing Agent is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONTRACTOR shall deliver to CITY copies of all reports, documents, and other work performed by CONTRACTOR under this AGREEMENT, and upon receipt thereof, CITY shall pay CONTRACTOR for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONTRACTOR agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the preceding sentence, CONTRACTOR shall comply with the provisions of CITY’s Business Tax Ordinance in Chapter III-I of the Milpitas Municipal Code.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONTRACTOR in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONTRACTOR or any other person engaged directly or indirectly by CONTRACTOR to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 16. WAIVER.

CONTRACTOR agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. CONTRACTOR'S BOOKS AND RECORDS.

- A. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this AGREEMENT.
- B. CONTRACTOR shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONTRACTOR's address indicated for receipt of notices in this AGREEMENT. CONTRACTOR acknowledges that under certain circumstances specified in California Government Code Section 8546.7, this AGREEMENT (if it involves an expenditure of \$10,000 or more of public funds) may be subject to examination and audit by the Auditor of the State of California pursuant to California Government Code Section 8546.7.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONTRACTOR's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest.

SECTION 18. CONFLICT OF INTEREST.

CONTRACTOR shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. As of the date of entering into this AGREEMENT, CONTRACTOR's employees assigned to perform services as specified in EXHIBIT A of this AGREEMENT ("CONTRACTOR's Assigned Employees") shall not be required to complete and file a Form 700 with CITY's Clerk. In the event that the CITY subsequently determines to require CONTRACTOR's Assigned Employees to complete and file a Form 700 with CITY's Clerk, CITY will notify CONTRACTOR in writing of such requirement, including without limitation, instructions regarding the categories of economic interests subject to disclosure on the Form 700 ("Form 700 Notice"). CONTRACTOR shall cause CONTRACTOR's Assigned Employees to complete and file the Form 700 with CITY's Clerk and to submit a copy to Carmen Valdez, HR Director, in accordance with the instructions specified in the Form 700 Notice, no later than thirty (30) days of the date of the Form 700 Notice.

SECTION 19. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT E, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 20. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY: Milpitas Recreation Services
Attn. Stephanie Douglas
40 N. Milpitas Blvd.
Milpitas, CA 95035

To CONTRACTOR: Frank Szeto
New Orient Restaurant
2105 Middlefield Way, Suite C
Mountain View, CA 94043

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 21. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 22. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto

conflict with any of the terms specified in the body of this AGREEMENT, the terms specified in the body of this AGREEMENT shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:

CITY OF MILPITAS, a municipal corporation

Michael J. Ogaz, City Attorney

By _____
Thomas C. Williams, City Manager

“CONTRACTOR”

FRANK SZETO, an individual doing business
as New Orient Restaurant

By _____
Frank Szeto, d/b/a New Orient Restaurant

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR agrees to perform the following services in accordance with the City of Milpitas' Senior Nutrition Program and County Agreement, as amended.

Site Name: Milpitas Senior Center

Address: 40 N. Milpitas Blvd.

Milpitas, CA 95035

Delivery Time: 11:30 am-12:00 pm

Delivery Days: Two days per week, decided upon by CITY

Number Meals: Total meals contracted is 9,604 for 98 days July 1, 2014 to June 30, 2015

Cost per Meal:\$4.80 for meals in Fiscal Year in 2014/2015 (July 1, 2014 to June 30, 2015)

1. Holding time and between meal preparation and scheduled serving time shall not exceed two (2) hours.
2. Meals shall conform to the food and nutrition standards as require by County Agreement, as amended. Such meal shall be low in salt and fat contents. Use of MSG, artificial flavoring and color is not recommended. Each serving portion shall include:
 - No less than 3 ounces of meat or protein substitute
 - No less than 1 cup of vegetables
 - No less than ½ cup of rice or other carbohydrate
 - One fruit
3. Contractor shall provide a central kitchen for the production of meals pursuant to this Agreement, and shall deliver such meals to designated location as mutually agreed upon by both parties. Contractor shall provide equipment required for the provision of services, and all equipment to transport food shall be NSF (National Sanitation Foundation) approved. Food storage facilities shall maintain a temperature of 140 degrees Fahrenheit or more for hot food and 40 degrees Fahrenheit or less for cold food. Temperatures of meals shall be checked daily and recorded before leaving the kitchen.

EXHIBIT B
SCHEDULE OF PERFORMANCE

Work shall commence immediately upon execution of this AGREEMENT. The estimated time for completion is June 30, 2015.

EXHIBIT C
COMPENSATION

Pursuant to this Agreement, the CITY agrees to compensate CONTRACTOR in accordance with the terms and conditions of this AGREEMENT. CITY shall make payment to CONTRACTOR no later than thirty (30) days upon receipt and approval of invoice by CITY for the delivery of meals to the Senior Nutrition Program.

1. Invoices should be submitted to CITY no later than Friday of the delivery week.
2. Per meal cost will not exceed \$4.80 per meal and total compensation will not exceed Forty Six Thousand, Ninety Nine Dollars and 20 Cents (\$46,099.20) for the 12-month Term.
3. Payment will be made payable to:

Frank Szeto, d/b/a New Orient Restaurant, 2105 Middlefield Way, Suite C, Mountain View, CA 94043.

There shall be no reimbursable expenses under this Agreement.

EXHIBIT D
INSURANCE

CONTRACTOR, at CONTRACTOR's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

Definition:

For purposes of this contract, the following definition applies: City of Milpitas includes the duly elected or appointed officers, agents, employees and volunteers of the City of Milpitas, individually or collectively.

Insurance Required:

No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California, for all labor employed by him or by any subcontractor under him who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's liability insurance for the benefit of his employees.

A. Minimum Scope of Insurance: (Check Mark Indicates Required)

Coverage must be *at least as broad as*:

- Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability or Errors & Omissions Liability insurance appropriate to the contractor's profession.
- Architects' and Engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. **General Liability:** **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable.)

- 2. **Automobile Liability:** **\$1,000,000** per accident for bodily injury and property damage.
- 3. **Workers' Compensation** Statutory
Employer's Liability: **\$1,000,000** each accident
 \$1,000,000 disease-policy limit
 \$1,000,000 disease-each employee
- 4. **Professional Liability or** **\$1,000,000** each occurrence
Errors & Omissions **\$1,000,000** policy aggregate
Liability:

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. **The City of Milpitas, its officers, officials, employees, and volunteers** are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy.
- 2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Contractor's insurance and shall not contribute with it.**
- 3. The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the City. This provision also applies to the Contractor's Workers' Compensation policy.
- 4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30) days' prior written notice (10 days for non-payment)** by certified mail, return receipt requested, has been given to the City. If Contractor's insurer refuses to provide this endorsement, Contractor shall be responsible for providing written notice to the City that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment.

E. Acceptability of Insurers

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A-VII. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A-X. Exception may be made for the State Compensation Fund when not specifically rated.

F. Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

The Certificate with endorsements and notices shall be mailed to: City of Milpitas, Attention: Purchasing, 455 East Calaveras Boulevard, Milpitas California, 95035-5411.

G. Subcontractors

Contractors must include all sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors is subject to all of the requirements included in these specifications.

Absence of Insurance:

If the Contractor allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered Contractor's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement.

EXHIBIT F

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE and DATE:	
CONTRACTOR Name and Address:	
DATE OF OPTION:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section _____ of the Agreement referenced above, the City of Milpitas hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
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NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section ____ of the Agreement the Rates of Compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Milpitas hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF Milpitas a municipal corporation By _____ Name: Title:
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