

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONTRACTOR:	CleanStreet
RESPONSIBLE PRINCIPAL FOR CONTRACTOR:	Jere Costello President
CONTRACTOR'S ADDRESS:	1918 W. 169 th Street Gardena, CA 90247
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attention: Greg Ramirez
COMMENCEMENT DATE:	July 1, 2006
TERMINATION DATE:	June 30, 2008
CONSIDERATION:	\$3,519.34 monthly

AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF AGOURA HILLS

THIS AGREEMENT is made as of the Commencement Date set forth here from July 1, 2006 to June 30, 2008, by and between the CITY OF AGOURA HILLS (hereinafter called "CITY"), and CLEANSTREET (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain professional services provided (the "services") as set forth in Exhibit A attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR'S Services. CONTRACTOR shall perform the services and fees as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Compliance With AQMD Regulations. CONTRACTOR shall, at its own expense, comply fully with AQMD regulations, 1186 d (2) and (3) and 1186.1 d (2) A, regarding air emission and equipment standards throughout the Term of this Agreement.

Section 3. Time of Performance. CONTRACTOR shall perform the services on the schedule set forth in Exhibit A throughout the Term of this Agreement This Agreement is effective July 1, 2006 through June 30, 2008 and it may be extended annually thereafter, a maximum of three times, upon the written mutual consent of the parties.

Section 4. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services the Consideration set forth above in the form of a monthly service fee. Said Consideration shall constitute reimbursement of CONTRACTOR'S fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit A attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONTRACTOR as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONTRACTOR.

Section 6. Assignment. This Agreement may not be assigned in whole or in part by CONTRACTOR without the prior written consent of CITY.

Section 7. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement. CONTRACTOR may associate with or employ associates or subcontractors in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 9. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 10. Insurance.

(a) CONTRACTOR shall submit to CITY certificates and endorsements indicating compliance with the following minimum insurance requirements not less than five working days prior to the beginning of performance under this Agreement.

(i) Worker's Compensation Insurance to cover its employees, if any, as required by the California Labor Code. CONTRACTOR shall require all subcontractor's similarly to provide such compensation insurance for their respective employees.

(ii) Comprehensive general liability insurance protecting CONTRACTOR with policy limits of not less than \$2,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one occurrence, and \$1,000,000 for property damages or a combined single limit of \$2,000,000; or such other limits as are agreed to in writing by CITY.

(iii) Commercial automobile insurance protecting CONTRACTOR with policy limits of not less than \$2,000,000 per accident for any automobile used for business purposes with the City.

Such policies of insurance shall cover the operations of CONTRACTOR pursuant to the terms of this Agreement; shall name and list CITY, its officers, agents, volunteers, employees, and attorneys as additional insureds (except on errors and

omissions insurance); shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the City; shall be placed with a current A. M. Best's rating of no less than A:VII; shall be primary as respects CITY's officers, agents, volunteers, employees and attorneys; shall provide that coverage shall not be suspended, voided, cancelled or reduced in coverage or limits except after thirty (30) days notice by certified mail has been given to CITY; and shall include a severability clause.

(b) CONTRACTOR shall not commence the performance of the services until the above insurance has been obtained and certificate(s) of insurance evidencing all of the coverage required and additional insured endorsement(s) have been filed with and approved by CITY. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless, and defend under this Agreement.

(c) CONTRACTOR shall require all its subcontractors, including each person or entity responsible for the provision of services hereunder to be covered by similar insurance.

(d) Any self insured retainers or deductibles shall be subject to CITY approval.

Section 11. Indemnification. CONTRACTOR agrees to indemnify and defend, with counsel of CITY's choosing, CITY, its officers, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of CONTRACTOR, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder.

Section 12. Termination. CITY may terminate this Agreement with or without cause upon five days' written notice to CONTRACTOR without further action by CITY; provided, however, that, if said termination is without cause, CITY shall pay for services satisfactorily completed before the termination.

Section 13. Notice. Any notice required to be given to CONTRACTOR shall be deemed duly and properly given upon delivery, if sent to CONTRACTOR postage prepaid to the CONTRACTOR's address set forth above or personally delivered to CONTRACTOR at such address or other address specified to CITY in writing by CONTRACTOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONTRACTOR in writing by CITY.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 15. Attorneys Fees. Should either party to this Agreement be forced to initiate legal action to enforce its rights, the prevailing party in any such action shall be entitled to recover its costs of suit including, without limitation, reasonable attorneys' fees incurred.

EXECUTED on this 28th day of June, 2006.

CITY OF AGOURA HILLS

CONSULTANT/CONTRACTOR

Denis Weber, Mayor

Jere Costello, President
CleanStreet

ATTEST:

Kimberly M. Rodrigues, City Clerk

APPROVED AS TO FORM:

Craig Steele, City Attorney

EXHIBIT A

Scope of Services & Fees

(Remove page and Insert Scope Letter w/CPI index)