

CONTRACT BETWEEN THE CITY OF AGOURA HILLS AND THE WINDOW CLEANING COMPANY TO PROVIDE JANITORIAL SERVICE FOR THE CIVIC FOR THE CIVIC CENTER, RECREATION CENTER, AND HISTORIC REYES ADOBE

NAME OF CONTRACTOR: The Window Cleaning Company

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Armando Gomez

CONTRACTOR ADDRESS: 1355 Calle Pimiento
Thousand Oaks, CA 91360

(805) 291-6940

CITY'S ADDRESS: 30001 Ladyface Court
Agoura Hills, CA 91301

Attention: Chris Dodd

COMMENCEMENT DATE: August 10, 2005

TERMINATION DATE: July 31, 2006

CONSIDERATION: \$2,500 per month

CONTRACT BETWEEN THE CITY OF AGOURA HILLS AND THE WINDOW CLEANING COMPANY TO PROVIDE JANITORIAL SERVICE FOR THE CIVIC FOR THE CIVIC CENTER, RECREATION CENTER, AND HISTORIC REYES ADOBE

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Agoura Hills (hereinafter called "CITY"), and The Window Cleaning Company (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. CONTRACTORS's Services. CONTRACTOR shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Time of Performance. CONTRACTOR shall perform the services throughout the Time of Performance set forth in Exhibit A.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees in full satisfaction for the services the Consideration set forth in Exhibit B. Said Consideration shall constitute, payment 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, assemble, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto and incorporated herein.

Section 4. 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 of association between CITY and CONTRACTOR.

Section 5. Assignment. The Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principle liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 7. 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 the services.

Section 8. 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 9. Insurance.

(a) Throughout the duration of the work, CONTRACTOR shall maintain insurance in conformance with the requirements set forth in this section. 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. If CONTRACTOR's existing coverage does not meet the requirements set forth below, it shall be amended accordingly.

- (i) Worker's Compensation Insurance to cover its employees, if any, as required by the California Labor Code. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
- (ii) Comprehensive general liability insurance protecting CONTRACTOR in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000; or such other limits as are agreed to in writing by CITY.
- (iii) Business automobile insurance with limits of no less than \$1,000,000 per accident, combined single limit for any automobile used for business purposes with the City. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall require, and provide evidence of, personal auto liability coverage for each such person.

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's 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 the Agreement.
- (c) CONTRACTOR shall require all its subcontractors, including each person or entity responsible for the provision of serviced hereunder to be covered by similar insurance.
- (d) Any self insured retainers or deductibles shall be subject to CITY approval.

Section 10. Indemnification. CONTRACTOR agrees to indemnify CITY, its officers, agents, volunteers, employees, and attorneys against, ad 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 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 11. 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 12. 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 or personally delivered to CITY at such address or other address specified to CONTRACTOR in writing by CITY.

Section 13. 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 14. Interpretation and Attorneys Fees. This Agreement shall be interpreted according to the laws of the State of California, as if jointly-drafted by the parties. If either party should be forced to bring legal action to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to recover its cost of suit, including reasonable attorneys fees.

EXECUTED on this 10th day of August, 2005

CITY OF AGOURA HILLS

BY _____
Ed Corridori, Mayor

Attest:

BY _____
Kimberly M. Rodrigues, City Clerk

APPROVED AS TO FORM:

BY _____
Craig Steele, City Attorney

CONTRACTOR

BY _____
Armando Gomez, Owner