

**AGREEMENT
BETWEEN THE CITY OF AGOURA HILLS
AND THE CITY OF WESTLAKE VILLAGE CONCERNING
PARTICIPATION IN A COMMUNITY BAND PERFORMANCE**

THIS AGREEMENT is entered into on the **8th day of June, 2005**, by and between the **CITY OF AGOURA HILLS**, a Municipal Corporation, hereinafter referred to as “Agoura Hills,” and the **CITY OF WESTLAKE VILLAGE**, a Municipal Corporation, hereinafter referred to as “Westlake Village.”

RECITALS

1. Agoura Hills has the personnel and expertise to provide a regional community band program to the residents of Agoura Hills and Westlake Village.
2. Westlake Village desires to have Agoura Hills encourage participation by Westlake Village residents and to conduct activities within Westlake Village.
3. Westlake Village desires to participate in the community band program and provide monetary support for the implementation of the program.

NOW, THEREFORE, the cities of Westlake Village and Agoura Hills agree as follows:

1. PURPOSE. The purpose of this Agreement is to encourage participation by Westlake Village residents and for the cities of Agoura Hills and Westlake Village to share in the cost of the community band program.
2. DUTIES. Agoura Hills shall perform the following tasks pursuant to this Agreement:
 - A. Employ, train and supervise a Community Services Coordinator to implement the community band program. The community band program consists of seeking volunteers to play in the band, scheduling practices, scheduling, arranging for and paying for the use of facilities for concerts, arranging and paying for necessary equipment related to such concerts, providing members with a stipend and performing all related administrative duties connected with the program (“Community Band Program”). The Agoura Hills Recreation Manager will provide the administration of the position and activities.
 - B. Coordinate all publicity for the Community Band Program. The publicity shall indicate that the City of Westlake Village and the City of Agoura Hills sponsor the program.
 - C. Provide one community band performance in Westlake Village in 2005/2006 and in 2006/2007.
3. WESTLAKE VILLAGE RESPONSIBILITIES. Westlake Village shall be responsible for providing a contact person for coordination of this Agreement.

4. COMPENSATION. Westlake Village shall compensate Agoura Hills (not to exceed \$4,500 each year) for costs associated with implementing the Community Band Program. This fee shall include one performance of the band in Westlake Village and shall constitute reimbursement of Agoura Hills' fee for services as well as the costs of any equipment, materials, and supplies necessary to implement the Community Band Program.
5. INVOICING AND PAYMENTS. Agoura Hills shall submit an invoice to Westlake Village for the compensation set forth in Section 4. Westlake Village shall make payment within twenty (20) days after receipt of a proper invoice.
6. INDEMNIFICATION
 - A. Agoura Hills agrees to indemnify, defend and hold harmless Westlake Village, its officials, employees, and agents from any and all claims, demands, losses, damages, injuries and expenses (including, without limitation, legal expenses and costs), which arise directly or indirectly from any negligent or wrongful act or omission of Agoura Hills, Agoura Hills' subcontractors or any person employed by Agoura Hills in connection with the Community Band Program.
 - B. Westlake Village agrees to indemnify, defend and hold harmless Agoura Hills, its officials, employees, and agents from any and all claims, demands, losses, damages, injuries and expenses (including, without limitation, legal expenses and costs), which arise directly or indirectly from any negligent or wrongful act or omission of Westlake Village, Westlake Village's subcontractors or any person employed by Westlake Village in connection with the Community Band Program.
7. INDEPENDENT CONTRACTOR. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between Westlake Village and Agoura Hills or any of Agoura Hills' employees or subcontractors. Agoura Hills, its subcontractors, agents and employees, shall not be entitled to any rights, privileges or benefits of and shall not be deemed to be Westlake Village employees.
8. SUCCESSORS AND ASSIGNS. Neither party shall have any right to assign or attempt to assign any portion of this Agreement without written approval of the other party.
9. TERM.
 - A. This Agreement shall be in effect from July 1, 2005 until June 30, 2007. Services under this Agreement shall be provided prior to the termination date.
 - B. The City Managers of Agoura Hills and Westlake Village may mutually extend the term of this Agreement, in writing, for an additional one year upon the payment of additional compensation. If the term is mutually extended, Agoura Hills will provide Westlake Village with the amount of compensation required for the Community Band Program for fiscal year 2007-2008 and Westlake Village shall provide such compensation to Agoura Hills pursuant to the terms set forth in this Agreement for services in fiscal year 2007-2008.

10. TERMINATION

- A. Both parties reserve the right, at any time in their sole discretion and without cause, to terminate this agreement upon thirty (30) days written notice to the other.
- B. In the event of termination, Agoura Hills shall be paid an amount equal to all out-of-pocket expenses incurred prior to the effective date of termination; provided, in no event shall the amount of money paid exceed the amount set forth in Section 4.

11. ATTORNEYS FEES. In the event that either party to this Agreement shall commence any legal action or proceeding against the other to enforce or interpret the provisions of the Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit including reasonable attorneys fees.

12. NOTICE. Any notices, bills, invoices or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Westlake Village: Raymond B. Taylor
 City Manager
 City of Westlake Village
 31200 Oak Crest Drive
 Westlake Village, California 91361

Agoura Hills: Greg Ramirez
 City Manager
 City of Agoura Hills
 30001 Ladyface Circle
 Agoura Hills, California 91301

13. REPRESENTATIVES. The representatives of the parties who are authorized to administer this Agreement are Raymond B. Taylor and Greg Ramirez.

14. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated Agreement between the parties and supersedes any and all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by both parties.

15. GOVERNING LAW. The domestic law of the State of California shall govern the interpretation and implementation of this Agreement.

Executed the day and year first above stated.

CITY OF WESTLAKE VILLAGE
A Municipal Corporation

Raymond Taylor, City Manager

ATTEST:

Beth Schott, Deputy City Clerk

CITY OF AGOURA HILLS
A Municipal Corporation

Ed Corridori, Mayor

ATTEST:

Kimberly M. Rodrigues, City Clerk

Approved by City Council: _____

Approved as to Form:

Craig Steel, City Attorney