

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

NAME OF CONTRACTOR:	MYCOL INC., dba QUALITY LANDSCAPE CARE
RESPONSIBLE PRINCIPAL FOR CONTRACTOR	Michael Robinson, ROM
CONTRACTOR'S ADDRESS:	P.O. Box 635 Ventura, CA 93002
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attention: Kimberly Rodrigues
COMMENCEMENT DATE:	August 1, 2007
TERMINATION DATE:	July 31, 2008
CONSIDERATION:	\$18,265.52

AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF AGOURA HILLS

THIS AGREEMENT is made as of the Commencement Date set forth here from August 1, 2007 to July 31, 2008, by and between the CITY OF AGOURA HILLS (hereinafter called "CITY"), and MYCOL, INC., dba QUALITY LANDSCAPE CARE (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 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 on or by the Termination Date set forth above, unless a later date is agreed to in writing by CITY.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services the Consideration set forth above. 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 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 or association between CITY and CONTRACTOR.

Section 5. Assignment. This 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 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 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 their 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) 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 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) Automobile insurance in at least the minimum amounts required by state law for any automobile used for business purposes with the City.

(iv) Errors and omissions liability insurance in an amount not less than \$1,000,000.00 per occurrence or such other limits as are agreed to in writing by 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 10. Indemnification. CONTRACTOR shall indemnify and hold harmless CITY, its agents and employees from all claims, demands, causes of actions and liabilities for personal injury or property damage arising out of or in connection with the work performed by CONTRACTOR, but only to the extent of CONTRACTORS negligence, if any. This indemnification shall extend to claims occurring after the termination of this Agreement, but arising during the term of this Agreement. California Highway Adoption Company shall maintain insurance to cover claims against CITY arising from CONTRACTORS negligence.

CITY shall indemnify and hold harmless CONTRACTOR, its agents and employees from all claims, demands, causes of actions and liabilities for personal injury or property damage arising out of or in connection with the Contractor's operations or work performed by CONTRACTOR, but only to the extent of CITY'S negligence, if any. This indemnification shall extend to claims occurring after the termination of this Agreement, but arising during the term of this Agreement. CITY shall maintain insurance to cover claims arising from its negligence.

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. CONTRACTOR may terminate this agreement with or without cause upon 30 days written notice to the City.

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 above 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.

EXECUTED on this _____ day of _____, 2007

CITY OF AGOURA HILLS

BY _____
Greg Ramirez, City Manager

Attest:

Kimberly Rodrigues, City Clerk

CONTRACTOR:
Mycol Inc., dba Quality Landscape Care

BY: _____
Michael Robinson, ROM

EXHIBIT A

Scope of Services & Fees

California Highway Adoption Company will provide the following services to the City of Agoura Hills.

Scope of Services

Provide experienced skilled trade staff to perform trash pick-up and weed abatement along city streets on an as-needed basis within the City of Agoura Hills boundaries. CITY staff will direct the CONTRACTOR and its employees on the various locations and time service is required. CONTRACTOR will be responsible to ensure an acceptable work history that establishes experience and reliability, confirmation of experience, and a safe work ethic is instilled in each of its employees. CONTRACTOR is responsible for drug and alcohol screening of its employees.

Time of Performance

The services of the CONTRACTOR are to begin December 1, 2005. The CONTRACTOR will perform the aforementioned "scope of services" as requested by the CITY through June 30, 2006.

EXHIBIT B

Schedule of Payment

Terms of Payment

CONTRACTOR shall be solely responsible for compliance with State and federal labor and employment laws including, without limitation, those laws requiring the payment of prevailing wages to employees. The City hereby agrees to compensate California Highway Adoption Company for services based on the following rates provided by California Highway Adoption Company not to exceed a total of \$40,000 for the length of this agreement.

Litter removal along city streets: \$150.00 per side for every 1 mile.

Weed abatement along city streets: \$25/hour per worker. Minimum of two workers for a minimum of 8 hours.