

**CITY OF CATHEDRAL CITY  
LANDSCAPE MAINTENANCE**

**AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between City of Cathedral City, California, hereafter called "Owner" "City" or "Agent" and \_\_\_\_\_, hereinafter called "Contractor."

**WITNESSETH:**

WHEREAS, on December 7, 2015, City invited Proposals for landscape maintenance services for City-maintained properties known as **Landscape Maintenance PW-MFRP-2015-1** per specifications; and

WHEREAS, pursuant to said invitation, Contractor submitted a Proposal, which was accepted by City for said services; and

WHEREAS, Contractor has re-examined its Proposal and found it to be correct,

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

**TERM.** The term of this Agreement shall be from January 2016, **through** January 2017 or to such later date as may be agreed in writing between parties. This contract allows for an option of two one-year contract extensions at the City's option and based on Contractor's performance and mutual agreement.

**CITY'S OBLIGATIONS.** For furnishing services, as specified in this Agreement, City will pay and Contractor shall receive in full compensation therefor, the total sum of \_\_\_\_\_ (\$)  
\_\_\_\_\_

as set forth in the Contract Documents and adopted by City.

**CONTRACTOR'S OBLIGATION** For, and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to furnish the services and to do everything required by this Agreement and the Specific Terms and Conditions.

**HOLD HARMLESS AND INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless City of Cathedral City and its officials, employees, and agents from and against all claims lawsuits, liabilities or damages of whatsoever nature arising out of our connection with, or relating in any manner to, any act or omission of Contractor, his agents, employees, and subcontractors and employees thereof in connection with, the performance or non- performance of this Agreement. The Contractor shall thoroughly investigate any and all claims and indemnify City and do whatever is necessary to

protect City of Cathedral City and its officials, employees, and agents as to any such claims, lawsuits, liabilities or damages.

**AMENDMENTS.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing, signed by the Contractor and approved by the City Council of the City.

**TERMINATION.** If, during the term of this Agreement, City determines that Contractor is not faithfully abiding by any term or condition contained herein, City may notify Contractor in writing of such defect or failure to perform; which notice must give Contractor a three-day notice of time thereafter in which to perform said work or cure the deficiency. If Contractor fails to perform said work or cure the deficiency within the three (3) days specified in the notice, such shall constitute a breach of this Agreement and City may terminate this Agreement immediately by written notice to Contractor to said effect. Thereafter, except as otherwise set forth herein, neither party shall have any further duties, obligations, responsibilities, or rights under this Agreement except, however, any and all obligation of Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, Contractor shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received City's Notice of Termination, minus any offset from such payment representing City's damages from such breach. City reserves the right to delay any such payment until completion of confirmed abandonment of the project, as may be determined in City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall Contractor be entitled to receive in excess of the compensation quoted in its Proposal.

The City Council may terminate the contract with 30 days written notice for any reason.

**INCORPORATED BY REFERENCE.** The Notice Inviting Request for Proposal; Proposal Terms and Conditions; Instructions to Proposer(s)s, General Terms and Conditions; Specific Terms and Conditions; Contractor's Proposal Submission Forms; Attachments; Exhibits; Addendum(s); Change Orders; additional or supplemental specifications, drawing, maps or diagrams; and City-issued forms relating to this project, are hereby incorporated in and made a part of this Agreement.

**COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by this reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

**ANTI-DISCRIMINATION.** In the performance of the terms of this Agreement, Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of any person because of the age, race, color, sex, national origin or ancestry, or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

**AUDIT.** City shall have the option of inspecting and/or auditing all records and other written material used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.

**NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail, return receipt requested, addressed as follows:

To City:

Office of the City Clerk  
City of Cathedral City  
68-700 Avenida Lalo Guerrero  
Cathedral City, CA 92234

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LITIGATION COSTS.** In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted by the court.

**AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do warrant that each individual executing this Agreement on behalf of each party is a person duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first hereinabove written.

CITY OF CATHEDRAL CITY  
A Municipal Corporation

Contractor

\_\_\_\_\_  
STANLEY E. HENRY, MAYOR  
CITY OF CATHEDRAL CITY, CALIFORNIA

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TRACEY R. MARTINEZ  
DEPUTY CITY CLERK  
CITY OF CATHEDRAL CITY, CALIFORNIA

APPROVED AS TO FORM:

\_\_\_\_\_  
ERIC S. VAIL, CITY ATTORNEY

**CONTRACTOR NOTARY ACKNOWLEDGMENT**

**CERTIFICATE OF ACKNOWLEDGEMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of \_\_\_\_\_ }  
  } SS  
County of Riverside        }

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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(Seal)