

AGREEMENT FOR SERVICES

This Agreement is made and entered into in the City of La Habra, County of Orange and to be performed in the City of La Habra, County of Orange, this **May 1, 2023** by and between the **CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and **Valley Maintenance Corp.** (hereinafter referred to as the “**CONTRACTOR**”).

RECITALS

WHEREAS, **CITY** requires janitorial services for certain City buildings; and,

WHEREAS, **CONTRACTOR** is qualified and experienced to provide such services; and

NOW, THEREFORE, it is agreed by and between **CITY** and **CONTRACTOR** for the considerations hereinafter set forth, mutually agrees as follows:

ARTICLE I **SCOPE OF SERVICES; TERM**

1.1 General Scope of Services.

CONTRACTOR shall upon request from **CITY**, provide professional janitorial services for certain City buildings in the **CITY OF LA HABRA** (hereinafter “**Services**”). Such Services shall include but not be limited to, the custodial duties set forth in the Scope of Work attached hereto as Exhibit “A”.

1.2 Term.

The term of this Agreement shall begin May 1, 2023 and continue monthly until such time a Formal RFP has been completed and awarded. This Agreement may be renewed for one (1) additional year from original contract date, upon mutual agreement by both **CITY** and **CONTRACTOR**; or, until such time as it is earlier terminated pursuant to the provisions ARTICLE V of this Agreement.

ARTICLE II **RESPONSIBILITIES OF ADMINISTRATOR**

2.1 Control and Payment of Subordinates.

CITY retains **CONTRACTOR** as an independent contractor and not an employee of the **CITY**. All personnel to be utilized by **CONTRACTOR** in the performance of this Agreement shall at all times be under **CONTRACTOR’S** exclusive direction and control. **CONTRACTOR** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services, and as required by law. **CONTRACTOR** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers’ compensation insurance.

2.2 Conformance to Applicable Requirements.

All work prepared by **CONTRACTOR** shall be subject to the approval of the **CITY**.

2.3 Substitutions

Whenever a specific type of material is specified, no substitution shall be allowed without written consent of **CITY's Contract Representative**.

2.4 Standard of Care; Licenses.

CONTRACTOR shall perform the Services in a skillful and competent manner. **CONTRACTOR** shall be responsible to **CITY** for any errors or omissions in its performance of this Agreement. **CONTRACTOR** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals of whatever nature that is legally required to practice its profession and to perform the Services. **CONTRACTOR** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.5 Representatives.

CONTRACTOR assigns **Bruce Lee** as its **Contract Representative**, who shall provide overall coordination of the Services. The **Contract Representative** shall be available to **CITY** at all reasonable times. **CONTRACTOR** may appoint another person as **Contract Representative** upon written notice to **CITY**. **CITY's** Community Services Director shall act as **CITY'S Contract Representative**. Any notices and/or approval required by this Agreement shall be sent to or obtained from **CITY's Contract Representative**.

2.6 Records.

CONSULTANT shall maintain completed and accurate records with respect to cost and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. In addition, **CITY** shall have the right to review and inspect, during business hours or at other reasonable times, all records relating to **CONSULTANT's** performance of this Agreement, including but not limited to payroll and employee eligibility to work records (including Form I-9's) or independent contractor information records of **CONSULTANT**.

CONSULSTANT shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment or (completion of work) under this Agreement.

2.7 Hours of Operation.

CONTRACTOR shall perform all Services between the hours specified in the work schedule submitted by **CONTRATOR** and approved by **CITY**.

2.8 Sound Control Requirements.

CONTRACTOR shall comply with local sound control and noise level rules, regulations, and ordinance, which apply to any work performed pursuant to this Agreement.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed for such compliance.

2.9 Maintenance of Equipment.

CONTRACTOR will provide all required equipment to comply with this Agreement.

CONTRACTOR is prohibited from using **CITY** owned and stored equipment at each facility.

CONTRACTOR'S equipment shall be labeled and numbered. An inventory list at each facility will be provided to **CITY**.

CONTRACTOR shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and usage from such equipment.

2.9 Inquiries and Complaints.

CONTRACTOR shall maintain an office at a fixed place and shall maintain a telephone at such office. **CONTRACTOR'S** office shall be listed in the telephone directory by the **CONTRACTOR'S** name or in the firm name by which he is most commonly known. **CONTRACTOR** shall employ at all times, responsible person(s), authorized to take the necessary action regarding all inquiries and complaints that may be received from **CITY** and/or private citizens during normal business hours.

Whenever immediate action is required to prevent potential and or impending injury, death, or property damage to the facilities being maintained, **CITY** may, after reasonable attempt to notify **CONTRACTOR**, cause such action to be taken by **CITY** work force and shall charge the cost thereof against **CONTRACTOR**, or may deduct such cost from any amount due to **CONTRACTOR**.

All complaints shall be abated to the satisfaction of **CITY** as soon as possible after **CITY's** notification to **CONTRACTOR** of said complaints. If any complaint is not abated within a reasonable time, **CITY** shall be notified immediately of the reason for not abating the complaint followed by a written report to **CITY's Contract Representative** within five (5) days. If the complaint is not abated within a reasonable time or to the satisfaction of **CITY**, **CITY** may correct the

specific complaint and the total cost incurred by **CITY** will be deducted and forfeited from the payment owing to **CONTRACTOR** by **CITY**.

ARTICLE III **COMPENSATION**

3.1 Compensation.

Except as provided in this section, **CONTRACTOR** shall receive compensation for all Services rendered under this Agreement at the rates set forth [in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B"]. Total Monthly compensation shall not exceed **\$ 20,856.00** without written approval of the **CITY's Contract Representative**, who shall obtain approval from the City Manager. Extra Work may be authorized as described below, and, if authorized, shall be compensated at the rates and manner set forth in this Agreement.

At any time during the term of this Agreement, **CITY** may request that **CONTRACTOR** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONTRACTOR** shall not perform Extra Work until receiving prior written authorization from **CITY'S Contract Representative**, who shall obtain approval from the City Manager.

CONTRACTOR may be requested by **CITY's Contract Representative** to perform special tasks on an as-needed basis, which may not be included in the terms of this Agreement, e.g., eliminating a stain in a carpet. It is intended that the Scope of Work is indicative of work to be anticipated by the **CONTRACTOR** and allow for reasonable additional work, which is considered routine maintenance at no cost to **CITY** to meet the objectives and criteria of this Agreement. Such additional work shall not constitute Extra Work.

In the event the **CITY** shall require Extra Work from the **CONTRACTOR** not included in the terms of the Agreement, the following procedure shall govern such requests for additional work:

- A. Any requests for Extra Work may be made by the **CITY** or its **Contract Representative**. Upon such request, the **CONTRACTOR** shall submit a written estimate of cost to the **CITY**. The **CONTRACTOR** shall maintain adequate records to sufficiently distinguish the expenditures for Extra Work from the Services and direct cost of other operations. The **CONTRACTOR** shall furnish reports for Extra Work on forms furnished by the **CITY**, itemizing all cost for labor on an hourly basis, materials, and equipment rental (if any).
1. Extra Work will be executed under the direction of the **City Contract Representative**, with approval of the City Manager, on either time and materials basis or agreed lump sum price, depending on the nature of the Extra Work as agreed between the parties.

2. The **CITY** will issue a work request for such Extra Work to be performed.
 3. Extra Work will not be initiated without written authorization, except in emergency call-out situations. Any such emergency call-out situation shall be confirmed in writing within five (5) working days from the date of said emergency.
 4. If **CITY** Building Maintenance Crews are called out because of an act or non-compliance of the **CONTRACTOR**, **CONTRACTOR** will reimburse the **CITY** for costs based on **CITY's** pay scales.
- B. Extra Work is to be performed during regular work hours and shall not be performed by regularly scheduled personnel who would normally be assigned to the Services.

3.2 Payment of Compensation.

CONTRACTOR shall provide **CITY** an itemized monthly invoice which indicates work completed and the contracted monthly amount from or the start of the billing period, as appropriate, through the date of the statement. The monthly billing shall include the work functions completed during that period, other than what is recorded on the Maintenance Schedule Chart (e.g., pest control). **CITY** shall make payments monthly after verification of completion of the scheduled work by **CITY's Contract Representative**.

Monthly invoices shall be sent to:

Community Services Department
Facility Maintenance Division
City of La Habra
110 East La Habra Boulevard
La Habra, California 90631

3.3 Amendment of Scope of Work.

CITY shall have the right to delete custodial services at various city facility locations along with their designated monthly compensation rate per location. **CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONTRACTOR**. In such event, the compensation and time of performance may be subject to re-negotiation upon written demand of either party to the Agreement. Failure of the **CONTRACTOR** to secure **CITY'S** written authorization for Extra Work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

3.5 Notices.

CITY's Contract Representative or his designee shall be the representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and

agreements on behalf of the **CITY**, called for by this Agreement, except as otherwise expressly provided in this Agreement.

CONTRACTOR shall provide a person of contact to **CITY** for purposes of contract enforcement, complaints, compliments, and any other concerns during the time of the contract.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: COMMUNITY SERVICES DIRECTOR
City of La Habra
110 East La Habra Boulevard
La Habra California, 90631

TO CONTRACTOR:
Valley Maintenance Corp.
3660 Wilshire Blvd, Suite 506
Los Angeles, California 90010

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

3.5 Reimbursement for Expenses

CONTRACTOR shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

3.6 City's Right to Do Work

CITY reserved the right to do work as required within the contract areas. If such alteration(s) should require Extra Work from **CONTRACTOR**, **CONTRACTOR** shall comply with the procedures as set forth in section 3.1 above.

ARTICLE IV **INDEMNIFICATION AND INSURANCE**

4.1 Insurance Requirements.

CONTRACTOR shall obtain, at its sole cost and expense and keep in force throughout the term of the Agreement, the following insurance coverage:

1. MINIMUM SCOPE INSURANCE: Coverage shall be at least as broad as:
 - A. Commercial General Liability coverage (occurrence policy).
 - B. Automobile Liability (any automobile).

- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Course of Construction insurance covering for "all risks" of loss (if applicable).

2. MINIMUM LIMITS OF INSURANCE: **CONTRACTOR** shall maintain limits no less than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention's must be declared to and approved by **CITY**. At the option of **CITY**, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects **CITY**, its officers, officials, employees, agents and volunteers, or the **CONTRACTOR** shall provide a financial guarantee satisfactory to the **CITY** guaranteeing payment of losses and related investigations, claims administration and defense expense.

4. OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of **CONTRACTOR**; and with respect to liability arising out of work or operations performed by or on behalf of **CONTRACTOR** including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 27882(b). General liability coverage can be provided in the form of an endorsement to **CONTRACTOR'S** insurance, or as a separate owner's policy.

b. For any claims related to this Agreement, **CONTRACTOR'S** insurance coverage shall be primary insurance as respects **CITY**, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by **CITY**, its officers, officials, employees, agents or volunteers shall be excess to **CONTRACTOR'S** insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that **CITY** shall receive not less than thirty (30) days prior written notice of cancellation of any policies of insurance required hereunder.

5. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with current A.M. Best's rating of no less than B+.

6. VERIFICATION OF COVERAGE:

CONTRACTOR shall furnish **CITY** with original certificates and amendatory endorsements effecting coverage required by **CITY**. The endorsements should be on forms provided by **CITY** or on other than **CITY'S** forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by **CITY** before work commences. **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

7. SUBCONTRACTORS:

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

8. INDEMNIFICATION AND HOLD HARMLESS:

CONTRACTOR shall defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONTRACTOR**, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

9. ADDITIONAL INSURANCE:

Further, **CONTRACTOR** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

ARTICLE V **TERMINATION AND NON-PERFORMANCE**

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time, with or without cause, by giving seven (7) days written notice to **CONTRACTOR** of such termination, and specifying the effective date thereof. **CONTRACTOR** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONTRACTOR** may not terminate this Agreement except for cause and by 30 days' written notice to **CITY**. Such notice shall identify the grounds for termination and shall identify any non-compliance by **CITY** with the terms of this Agreement constituting cause for termination.

5.1.1 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONTRACTOR** shall be paid for services satisfactorily performed through the date of termination, upon receipt of written documentation of said services, verified by **CITY**. No amount shall be paid for anticipated profit on unperformed services.

5.1.2 Notice of Default.

CITY may provide written notice to **CONTRACTOR** regarding any default in the performance of any covenant, condition, or provision contained in this Agreement. If such default is not cured within thirty (30) days after such notice is served on **CONTRACTOR**, then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement for cause.

5.1.3 Termination for Cause.

CONTRACTOR shall be compensated for Services which have been completed and accepted by **CITY**. **CONTRACTOR** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONTRACTOR** which, at **CITY'S** discretion, must be revised, in part or in whole.

5.2 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure any and all services as may be necessary.

5.3 Non-Performance.

- A. If **CITY**, in its sole discretion, determines that **CONTRACTOR** has not satisfactorily performed the Services required pursuant to any provision of this Agreement, or if **CONTRACTOR** billed **CITY** for Services which **CITY** has determined was in fact, not performed, **CITY** may immediately issue a notice of "Non-Compliance" to **CONTRACTOR**. **CONTRACTOR** expressly acknowledges and agrees that if **CITY** has issued a notice of "Non-Compliance," **CITY** may, at its option, demand that **CONTRACTOR** remedy the non-compliance, or **CITY** may deduct an amount equal to that charged by **CONTRACTOR** for those Services from **CONTRACTOR'S** monthly invoice. The deducted amount shall be calculated based upon the time reasonably required to perform the task in question and a reasonable hourly rate for that task, including any cost of supplies necessary to complete the task.
- B. If **CONTRACTOR** remedies the non-compliance, **CITY** shall not be billed for any Services required by **CONTRACTOR** to remedy the non-compliance. If **CITY** is required to hire another **CONTRACTOR**, or have work performed by its own employees, **CITY** shall be entitled to deduct the actual amount for said work from the **CONTRACTOR'S** monthly invoice.
- C. If **CITY** terminates this Agreement due to the **CONTRACTOR'S** non-performance, **CITY** may contract with another **CONTRACTOR**, or cause to be done, any work not completed at the time of said termination. **CONTRACTOR** shall pay for costs incurred by **CITY** for such work. **CONTRACTOR** expressly acknowledges and agrees that **CITY** may deduct any costs incurred by **CITY** from any outstanding amounts due and owing to **CONTRACTOR** at the time of termination of this Agreement

ARTICLE VI GENERAL PROVISIONS

6.1 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.2 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without

the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.3 Subcontracts.

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.4 Equal Opportunity Employment.

CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONTRACTOR** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONTRACTOR** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.5 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.6 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.7 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.8 Right to Employ Other Contractors.

CITY reserves the right to employ other contractors in connection with the Services.

6.9 Covenant Against Contingent Fees.

CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working with **CONTRACTOR**, to solicit or secure this Agreement, and that he has not paid or

agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.10 Conflict of Interest.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONTRACTOR**.

6.11 Statement of Economic Interest.

If **CITY** determines **CONTRACTOR** comes within the definition of **CONTRACTOR** under the Political Reform Act (Government Code § 87100 et. seq.), **CONTRACTOR** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONTRACTOR** and/or such other person's financial interests.

6.12 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.13 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.14 Taxes.

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONTRACTOR'S** failure to pay, when due, all such taxes and obligations.

6.15 Compliance With Law.

CONTRACTOR shall comply with applicable federal, state and local laws, rules and regulations affecting **CONTRACTOR** and his/her/its work hereunder.

6.16 Inspection of Documents.

Records, notes, charts, computations, and other data prepared or obtained regarding Services provided under this Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONTRACTOR** agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY** or termination of this Agreement.

6.17 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.18 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.19 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.20 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so; the Parties hereto are formally bound to the provision of this Agreement.

NOTE: In the event the **CONTRACTOR'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that **Valley Maintenance Corp.** personal services are a substantial inducement to the **CITY** for entering into this Agreement. If for any reason **Bruce Lee** should no longer be the responsible manager for **CONTRACTOR**, this Agreement shall be subject to immediate termination on written notice from the **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA:

APPROVED AS TO FORM:

Jim Sadro, City Manager

Dick Jones, City Attorney

ATTEST:

Rhonda Barone, CITY CLERK

COUNTER SIGNED:

Valley Maintenance

Printed Name, Valley Maintenance