

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
SIGNATURE CLEANUP**

This Agreement for Services ("Agreement") is entered into as of June 26, 2024 ("Effective Date") by and between the City of Cathedral City, a municipal corporation ("City") and Signature Cleanup ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A.** City has sought, by request for proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.
- B.** Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the city to perform those services.
- C.** The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three (3) years commencing on the date first ascribed above with an option to extend the Agreement for an additional two (2) years. The option for extension will be provided in one (1) year increments.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE

The contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule; the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If such

additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

- A.** Subject to any limitations set forth in this Agreement, City agrees to pay the Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed the amounts of two hundred thousand dollars (\$200,000) for Homeless Encampment Cleanup Services, one hundred and twenty thousand dollars (\$120,000) for Environmental Support Services, and twenty thousand dollars (\$20,000) for Public Arts Maintenance respectively unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.
- B.** Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed in the following categories: labor, travel, materials, equipment, and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. The City shall independently review each invoice submitted by the Contractor to determine whether the work performed, and expenses incurred, follow the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to the Contractor for correction and resubmission.
- C.** Except as to any charges for work performed or expenses incurred by the Contractor which are disputed by the City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.
- D.** Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. The City shall reject or finally accept the Contractor's work within sixty (60) days after submitted to the City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. The city's acceptance shall be conclusive as to such work except with respect to latent defects, fraud, and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS

- A.** All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed, or discovered by

Contractor while providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, and other documents.

- B.** If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.
- C.** All final work product developed by Contractor while providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by the Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS

- A.** Contractor shall maintain all documents and records demonstrating or relating to Contractor's performance of the Services. The contractor shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to the Services, including expenditures and disbursements charged to City pursuant to this Agreement. All such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. All such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars (\$10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- B.** All records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by the City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.
- C.** Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of

such documents or records be given to the city. Access to such documents and records shall be granted to the City, as well as to its successors in interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR

- A.** The contractor is and shall always remain a wholly independent contractor and not an officer, employee, or agent of the City. The contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise.
- B.** The personnel performing the Services under this Agreement on behalf of Contractor shall always be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees, or agents of the City, shall have control over the conduct of Contractor or any of Contractor's personnel. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's personnel are in any manner officials, officers, or employees of City.
- C.** Neither Contractor, nor any of Contractor's personnel shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents, or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, its officers, employees, agents, or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE

- A.** Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. The contractor shall always faithfully, competently and to the best of its ability, experience, and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services like the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.
- B.** Contractor warrants that:
 - 1. It has thoroughly investigated and considered the work to be performed.
 - 2. It has investigated the issues regarding the scope of services to be provided.
 - 3. It has carefully considered how the work should be performed.
 - 4. It fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES

Contractor shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. Contractor shall obtain all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither the City, nor any elected or appointed boards, officers, officials, employees, or agents of the City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION

Contractor shall not discriminate, in any way, against any person based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS

Contractor hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST

- A.** Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City, or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Contractor agrees to always avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.
- B.** City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other

governmental agencies and private parties. The contractor is unaware of any stated position of City relative to such projects. Any future position of the City on such projects shall not be considered a conflict of interest for the purposes of this section.

- C. City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for the purposes of this section.
- D. City may determine that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Contractor shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

- A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential unless such information is in the public domain or already known to Contractor. The contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager, except as may be required by law.
- B. Contractor, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.
- C. If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs, and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.
- D. Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing, or similar proceeding. The contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION

- A. Indemnification for Professional Liability: Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement. Notwithstanding the foregoing, to the extent that the Consultant's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.
- B. Indemnification for Other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.
- C. Indemnification from Subcontractors: Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. The failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the City as set forth herein is binding on the successors, assigns or heirs of the Contractor and shall survive the termination of this Agreement or this section.
- D. City's Negligence: The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or all of its officials, employees and agents.

SECTION 17. INSURANCE

The contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by the City as to form and

content. These requirements are subject to amendment or waiver if so, approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL

The Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT

- A.** City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.
- B.** Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.
- C.** If either Contractor or City fail to fulfil any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.
- D.** Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT

If the Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the city may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which the Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not

reduced, if circumstances warrant. During the period that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all the outstanding invoices during the period of default. If Contractor does not cure the default, the city may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Cathedral City
Attn: Charles P. McClendon – City Manager
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234

To Contractor: Signature Cleanup
Attn: Brett Fiore
31855 Date Palm Dr., Ste 3-251
Cathedral City, CA 92234

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not

competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the City of Cathedral City Municipal Code and its adopted policies and procedures.

SECTION 27. BINDING EFFECT

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the City Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs, and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY

If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

SECTION 34. ELECTRONIC SIGNATURE

The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

SECTION 35. CONFLICTING TERMS

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF CATHEDRAL CITY

Charlie P. McClendon
City Manager

SIGNATURE CLEANUP

Brett Fiore
Owner

ATTEST:

Tracey R. Hermosillo
City Clerk

APPROVED AS TO FORM

Eric Vail
City Attorney

NOTE

**SERVICE PROVIDER'S SIGNATURES
SHALL BE DULY NOTARIZED, AND
APPROPRIATE ATTESTATIONS SHALL BE
INCLUDED AS MAY BE REQUIRED BY
THE BYLAWS, ARTICLES OF
INCORPORATION, OR OTHER RULES OR
REGULATIONS APPLICABLE TO SERVICE
PROVIDER'S BUSINESS ENTITY.**

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.

ALL-PURPOSE ACKNOWLEDGEMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2024, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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 of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's
Name: _____

- .. Individual
- .. Corporate Officer

Title(s)

- .. Partner(s)
- .. Limited
- .. General

- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

Exhibit A
Scope of Services

I. SIGNATURE CLEANUP will perform the following Services:

Provide qualified and experienced labor and equipment for Illegal Dumping and Homeless Encampment Clean Up & Support Services which will include: removing large items, biohazardous material and other illegally dumped and encampment waste material from sites, determined by the City, with the objective of leaving the site clean and safe. Support Services to be provided as requested and indicated by the City.

Services will include:

1. Coordinating with the City on a site-by-site basis to determine the work order for each encampment or illegal dumping cleanup.
2. Post and document City provided "notice to vacate" signs at the work site.
3. Supply all labor, materials, tools, protective clothing/gear and equipment that is needed to perform the work.
4. Provide bags and tags to identify "personal property."
5. Provide supervision of crews to ensure all necessary safety procedures are followed.
6. Collecting debris, dismantling temporary structures, handling, removing, transporting, and disposing of all solid and human waste in accordance with all applicable laws, leaving a clean site.
7. Dispose of waste & debris at a site permitted to accept such materials.
8. Follow best practices to safely manage any hazardous materials found on the job.
9. Trim shrubs and vegetation, as required by the City.
10. Photograph the illegal dumping or encampment site before and after cleaning and provide an electronic copy to the City.
11. Notify the City in the event an adjacent homeless encampment is discovered.
12. Contact the Cathedral City Police Department if a weapon is found.
13. Perform work in a timely, efficient & courteous manner.

II. As part of the Services, SIGNATURE CLEANUP will prepare and deliver the following tangible work products to the City:

- Appropriate equipment, tools, and vehicles to perform cleanup
- OSHA approved protective gear for all laborers
- Primary Contact: Daniel Vergara, SIGNATURE CLEANUP Supervisor

III. SIGNATURE CLEANUP will provide cleanup status updates to the City via direct Contact and delivery of reports upon completion

- The Primary Contact, Daniel Vergara, will communicate directly with the Police and Public Works Departments
- Contact information including email and cell phone number will be provided to the City.
- Status reports will be submitted to the city along with photos at the conclusion of each work day.

IV. The performance of services and subsequent reports will follow the schedule below:

- Signature Cleanup can mobilize a cleanup crew and equipment to a project site within **48** hours of notification from the city.
- The primary contact will submit Project Status Reports via email at the conclusion of each work day.

V. SIGNATURE CLEANUP will utilize the following personnel to accomplish the Services:

- Primary Contact: Daniel Vergara
- Secondary Contact: Brett Fiore
- Experienced laborers: on average 3-4 per cleanup site

The number of laborers will depend on the size and difficulty of the cleanup project.

VI. SIGNATURE CLEANUP will not be utilizing subcontractors.

- Signature Cleanup will not use subcontractors to complete the services outlined in this proposal. Every member of our team is qualified and trained to handle all aspects related to the removal and disposal of illegal dumping and homeless encampments.

Exhibit B

Compensation

SIGNATURE CLEANUP shall use the following rates of pay in the performance of the Services:

1) Mobilization: Pre-Cleanup and Post Cleanup Duties: \$300 per day

- Coordinate and Report Updates to the City
- Post Signs
- Transport personal items to storage
- Submit Status Reports along with before/after photos to the City

2) Personnel and Equipment Rates: Illegal Dumping and Homeless Encampment Cleanup Duties:

- Dismantle structures
- Load trash and debris into dump trailer
- Landscape maintenance
- Collect and dispose of small quantities of household hazardous waste (no additional charge for disposal)
- Prep for transport biohazardous waste exceeding 40 gallons
- Maintain backup documentation: photos, disposal receipts
- Small tools, equipment, materials included

Personnel rates: \$60.00 per hour laborer

\$75.00 per hour Supervisor/laborer

3) Vehicle and Equipment Fees:

Signature Cleanup owns and operates the following equipment and vehicles:

- Chevy Silverado - 3500HD / 1 ton 4-wheel drive Pickup
- Chevy Silverado - 2500 HD / ¾ ton 4-wheel drive Pickup
- Chevy Express 2500 HD Cargo VAN
- BIG -TEX 12' Heavy Duty dump trailer - dual axle
- Smaller 8' utility trailer - single axle
- AZTEC - 12' single axle - ramp gate

The Aztec trailer is specifically to navigate through the desert and soft-sand terrain

Vehicle Equipment Fee: \$150 per unit / includes fuel

4) **Disposal rates & fees:**

Signature Cleanup will take direction from the city on which facility to utilize for the proper disposal of debris, recycling, organics & hazardous waste.

If Signature is directed to use any of the permitted facilities below:

- Edom Hill Transfer Station for the disposal of debris
- Rio Del Sol in Thousand Palms for the disposal of recycling and/or organics
- Hazardous Waste Disposal: Burrtec Facility or HHW facilities in Riverside

Signature Cleanup will charge (.67 cents) per mile for transportation. The disposal facility and mileage will be included as a separate line item on the invoice to the city.

- The tonnage fee paid at any of the permitted disposal facilities will be billed to the city at cost (no markup)
- The weight tickets received from the disposal facilities will be submitted with the invoice. Transportation and Disposal fees will be clearly identified on each invoice to the city.

As a result of our extensive experience managing homeless encampment cleanup projects, Signature Cleanup is able to work efficiently and safely to clear as many sites annually as possible and stay within the allocated budget determined by the city.

➤ **NOTE: on average –**

Signature Cleanup clears 9-15 homeless encampments each week (some large, some small, some very difficult to access – up the mountain, in the wash, under low portion of bridge, etc.)

with 5 laborers + 1 supervisor with an average charge of \$3578. Current proposal includes an increase in hourly rate, vehicle fee & mobilization which would increase cost per day to an average of \$3900.00

Exhibit C
Insurance

A. Insurance Coverages: Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Service Provider shall procure and maintain the following scope and limits of insurance:

Only the following “marked” requirements are applicable:

X Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Service Provider and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

X Vehicle Liability Insurance: Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the City.

X Workers' Compensation Insurance: Workers' Compensation insurance that includes a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Service Provider shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Service Provider participating under this Agreement, Service Provider is to defend and indemnify the City from such claim.

X Professional Liability Insurance: Professional liability insurance appropriate to the Service Provider's profession in an amount not less than one million dollars \$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

B. Other Provisions: Insurance policies required by this Agreement shall contain

the following provisions:

1. All Coverages:

- A. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.
- B. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

2. Commercial General Liability and Automobile Liability Coverages:

- A. City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied, or used by Service Provider; or automobiles owned, leased, hired, or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the City, and their respective elected and appointed officers, officials, or employees.
- B. Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, and its respective elected and appointed officers, officials, employees, or volunteers, shall apply more than, and not contribute with, Service Provider's insurance.
- C. The Service Provider's insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
- D. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to the City, and its respective elected and appointed officers, officials, employees, or volunteers.
- E. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

3. Workers' Compensation Coverage: Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees, and agents for losses arising from work performed by Service Provider.

C. Other Requirements: Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The city may require that

Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each subcontractor identical to those Service Provider provides.
2. Any deductibles or self-insured retentions 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 retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
3. The procuring of such required policy or policies of insurance shall not be construed to limit the Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.