

**City of Palmer
Action Memorandum No. 16-013**

Subject: Authorize the City Manager to Negotiate and Execute Amendment No. 2 to the Contract for Services with Greene Garden Services approved by Council on January 12, 2014, to reflect Payments for 2016

Agenda of: January 26, 2016

Adopted

Council Action: Authorized

Originator Information:

Originator: Sandra Garley
Date: 01-04-2016 **Requested agenda date:** 01-26-2016

Department Information:

Route to:	Department Director:	Signature:	Date:
<u> </u>	Community Development	<u><i>Sandra Garley</i></u>	<u>01-04-16</u>
<u> x </u>	Finance	<u><i>E. Greene</i></u>	<u>01/04/16</u>
<u> </u>	Public Safety	<u> </u>	<u> </u>
<u> </u>	Public Works	<u> </u>	<u> </u>

Approved for presentation by:

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	<u> </u>
City Attorney	<u><i>[Signature]</i></u>	<u> </u>
City Clerk	<u><i>[Signature]</i></u>	<u> </u>

Certification of Funds:

Total amount of funds listed in this legislation: \$ 48,300

This legislation (√):

Has no fiscal impact Creates a positive impact in the amount of: \$
 Negative impact in the amount of: \$

Funds are (√):

Budgeted Line item(s): 01-01-20-6030 Contractual services
 Not budgeted Affected line item(s):

General fund assigned balance (after requested budget modification): \$

Enterprise unrestricted net position (after requested budget modification): \$

Director of Finance Signature: *E. Greene*

Attachment(s):

- Amendment No. 2
- Amendment No. 1
- Contract with Greene Garden Services

Summary statement: Approval of this AM will authorize payments of \$48,300 to Greene Garden Services for beautification and garden services in 2016. This is the amount approved on December 8, 2015 in the FY 2016 Budget and is the same amount paid for these services in FY 2015.

Payments	Operation Costs	Plants and Supplies	Monthly Total
April 1, 2016	8,700	6,440	15,140
May 1, 2016	3,248	3,000	6,248
June 1, 2016,	4,360	1,000	5,360
July 1, 2016	4,740	500	5,240
August 1, 2016	9,020	500	9,520
September 30, 2016	6,792	0	6,792
Contract TOTAL	\$ 36,860	\$ 11,440	\$ 48,300

Background: The City has contracted its garden services to the private sector for over 10 years. The following table is a history of the contracts the City has authorized for these gardening services.

FY	History of Garden Contracts	Fees	Authorized
2015	Greene Garden Services Amendment #1	\$48,300	AM 15-008
2014	Greene Garden Services –NEW/RFP and contract	\$46,000	AM 14-001
2013	Carling Amendment #2	\$46,000	AM 13-012
2012	Carling Amendment #1	\$45,660	AM 12-050
2011	Carling – NEW/RFP and contract	\$42,725	AM 11-020
2010	AMENDMENT #3 Additional landscaping for restrooms	\$40,250 \$12,000	Resolution 09-035
2009	Carling Amendment #2	\$40,250	AM 9-023
2008	Carling Amendment #1	\$40,250	
2007	Carling	\$35,100	AM 07-024
2006	Carling –NEW contract	\$34,100	AM 06-035
2005	Donald Carling	\$21,000	
2004	Wendy Anderson	\$21,000	CC 2/24/04

Administration recommendation: Approve action memorandum no. 16-013.

CONTRACT FOR SERVICES
CITY OF PALMER
and
GREENE GARDEN SERVICES

AMENDMENT NO.2

This Amendment, dated _____, 2016 amends the Contract for Services dated January 20, 2014, between the City of Palmer and Greene Garden Services for gardening services, as follows:

Section 08 D. is amended to read as follows:

It is expressly understood and agreed that in no event shall the total compensation due the Contractor to exceed \$48,300.

APPENDIX B Budget Proposal is amended to reflect the following payment amounts for 2016:

Payments	Operation Costs	Plants and Supplies	Monthly Total
April 1, 2016	8,700	6,440	15,140
May 1, 2016	3,248	3,000	6,248
June 1, 2016	4,360	1,000	5,360
July 1, 2016	4,740	500	5,240
August 1, 2016	9,020	500	9,520
September 30, 2016	6,792	0	6,792
Contract TOTAL	36,860	11,440	48,300

CITY OF PALMER

GREEN GARDEN SERVICES

Nathan Wallace, City Manager

Alicia Greene

Date

Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2016, Alicia Greene personally appeared before me,

1. [] who is personally known to me
2. [] whose identity I proved on the basis of _____
3. [] whose identity I proved on the oath/affirmation of _____,
a credible witness to be the signer of the Amendment No. 2 of the Professional Services Agreement for Beautification/Gardening Services and she acknowledged that she signed it.

Notary Public
My Commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2016, Nathan Wallace, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.

Notary Public
My Commission expires: _____

CONTRACT FOR SERVICES
CITY OF PALMER
and
GREENE GARDEN SERVICES

AMENDMENT NO.1

This Amendment, dated February 11, 2015 amends the Contract for Services dated January 20, 2014, between the City of Palmer and Greene Garden Services for gardening services, as follows:

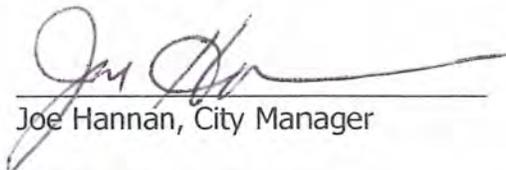
Section 08 D. is amended to read as follows:

It is expressly understood and agreed that in no event shall the total compensation due the Contractor to exceed \$48,300.

APPENDIX B Budget Proposal is amended to reflect the following payment amounts for 2015:

Payments	Operation Costs	Plants and Supplies	Monthly Total
April 1, 2015	\$ 8,700	\$ 6,440	\$ 15,140
May 1, 2015	\$ 3,248	\$ 3,000	\$ 6,248
June 1, 2015,	\$ 4,360	\$ 1,000	\$ 5,360
July 1, 2015	\$ 4,740	\$ 500	\$ 5,240
August 1, 2015	\$ 9,020	\$ 500	\$ 9,520
September 30, 2015	\$ 6,792	\$ 0	\$ 6,792
Contract TOTAL	\$ 36,860	\$ 11,440	\$ 48,300

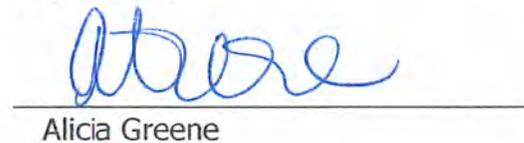
CITY OF PALMER



Joe Hannan, City Manager

2/11/15
Date

CONTRACTOR



Alicia Greene

2/11/2015
Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On Feb. 11, 2015, Alicia Greene personally appeared before me,

1. [] who is personally known to me
2. [x] whose identity I proved on the basis of state Driver's License
3. [] whose identity I proved on the oath/affirmation of _____,
a credible witness to be the signer of the Amendment No. 1 of the Professional Services Agreement for Beautification/Gardening Services and he acknowledged that he signed it.



Joan E. Patterson
Notary Public
My Commission expires: with office

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On February 11, 2015, Joe Hannan, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.



Alice M. Williams
Notary Public
My Commission expires: Jul 25, 2016

CONTRACT FOR SERVICES

A Contract Between

City of Palmer
And
Greene Garden Services
200 E. Ravenview Drive
Wasilla, AK 99654

THIS AGREEMENT made and entered into this 20th day of January 2014, by and between the City of Palmer, Alaska, a municipal corporation (City) and Alicia Greene of Greene Garden Services (Contractor).

Section 01 Definition

In this Agreement:

- A. The term "City" means the City of Palmer.
- B. The term "Contractor" means Greene Garden Services.
- C. The term "Manager" means the manager of the City of Palmer or his authorized representative.

Section 02 Employment of Contractor

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

Section 03 Contractors Representation and Warranty, and Manner of Performance

A. Contractor hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Contractor is a professional in the subject area in which services are to be provided and the Contractor has more than adequate experience, skill, knowledge and competence to perform the services set forth in this Agreement.

B. Contractor accepts the relationship of trust and confidence between the Contractor and the City. Contractor covenants to perform its services under this Agreement with due diligence, due care, and in a good and professional manner.

Section 04 Scope of Services

The Contractor shall perform all the services provided for by this Agreement which are described with particularity in "Exhibit A," entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

Section 05 Personnel

Personnel shall be limited to employees of the Contractor.

Section 06 Time of Performance

The services of the Contractor shall commence upon execution of this Agreement by the City and shall terminate, subject to Sections 7, 9, and 10, one year after execution of this Agreement. This professional services agreement may be renewed for three additional one (1) year terms if deemed in the best interest of the City and only by the mutual written agreement of the parties.

Section 07 Compensation

A. Subject to the provisions of this Agreement, the City shall pay the Contractor a total sum for all services for the term of this Agreement in accordance with the provisions of Appendix "B" attached hereto and incorporated herein by reference for services required by this Agreement.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Contractor in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Contractor may incur in the performance of its obligations under this Agreement have already been included in computation of the Contractor's fee and may not be charged to the City.

Section 08 Method and Time of Payment

A. The City will pay to the Contractor the amount set forth in Appendix "B" which shall constitute the full and complete compensation for the Contractor's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Appendix "B". If not identified within Appendix "B", normal billing cycle is 30 calendar days from receipt of an approved Invoice.

B. No payment will be disbursed until the completed task and associated expenditures have been approved by the City.

C. All invoices must be submitted in duplicate and addressed as follows: City of Palmer, 231 W. Evergreen Avenue, Palmer, Alaska 99645

D. It is expressly understood and agreed that in no event shall the total compensation due the Contractor exceed \$ 46,000.

Section 09 Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Contractor under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Contractor shall be

entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the City's satisfaction in accordance with Exhibit "A" of this Agreement and the other terms of this Agreement.

Section 10 Termination for Convenience of City

The City may terminate this contract at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 9 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the City's satisfaction in accordance with Exhibit "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Contractor, Section 9 of this Agreement shall govern the rights and liabilities of the parties.

Section 11 Termination for Non-appropriation

The continuation of this agreement beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City Council. The City may terminate the agreement and the Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason funding is not appropriated or is withdrawn, limited, or impaired.

Section 12 Causes Beyond Control

In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Contractor liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Contractor shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Contractor from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The City will determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

Section 13 Modifications

A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Contractor to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City.

Section 14 Equal Employment Opportunity

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The Contractor shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 13 (A) for applicants for employment and employees as the City may require.

Section 15 Interest of Members of City and Others

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 16 Assignability

A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Contractor shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Contractor.

B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 17 Interest of Contractor

The 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 services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 18 Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

Section 19 Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 20 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 21 Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the superior court for the Third Judicial District of the State of Alaska at Palmer. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

Section 22 Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 23 Permits, Laws and Taxes

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and

regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

Section 24 Relationship of the Parties

The Contractor shall perform its obligations hereunder as an independent Contractor of the City. Contractor is associated with the City only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted professional services pursuant to this Agreement, Contractor is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the City to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Neither the Contractor nor his employees, agents, or representatives shall be considered employees, agents, or representatives of the City. The City and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Agreement to ensure that the independent contractor relationship remains as such.

Section 25 Agreement Administration

A. The City Manager, or their designee, will be the representative of the City administering this Agreement.

B. The services to be furnished by the Contractor shall be administered, supervised, and directed by the Contractor. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Contractor shall appoint a successor in interest subject to a written approval of the City of Palmer.

Section 26 Integration

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 27 City Held Harmless

A. The Contractor shall indemnify, defend, save and hold the City, its officers and employees, harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of

the Contractor or any sub-Contractor as a result of the Contractor's or any sub-Contractor's performance pursuant to this Agreement.

B. The Contractor shall not indemnify, defend, save and hold the City harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of wrongful or negligent acts, errors or omissions solely of the City occurring during the course of or as a result of the performance of this Agreement.

C. Where lawsuits, actions, claims or liability, including reasonable attorney's fees and costs, arise out of wrongful or negligent acts of both the Contractor and the City occurring as a result of the performance of this Agreement, the Contractor shall indemnify, defend, save and hold the City harmless from only that portion of the lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of the Contractor or any sub-Contractor as a result of the Contractor's or any sub-Contractor's performance pursuant to this Agreement.

Section 28 Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 29 Contractor Insurance

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that Contractor confer with their respective insurance companies or brokers to determine if their Insurance program complies with the City's Insurance requirements.

The Contractor shall procure and maintain the following insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 01/96) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 6/92) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation Insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the City.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims made form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

2. Auto Liability:

\$100,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily injury by Accident -	\$1,000,000 each accident
Bodily injury by Disease -	\$1,000,000 each employee
Bodily injury by Disease -	\$1,000,000 policy limit

4. Professional Liability:

\$1,000,000 combined single limit per occurrence. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claims made form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

5. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Contractor to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the instance where the Contractor purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Contractor may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

a. The City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees and volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees and volunteers. any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor insurance and shall not contribute to it.

c. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the City.

3. All Insurance

Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City. Such notice shall be mailed by the Contractor to the attention of the City's Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City

reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

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

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement, which shall result in immediate termination of the agreement, pursuant to Section 8.

Section 30 Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 31 Understanding

The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 32 Compliance with Law

Contractor shall comply with all applicable federal, State of Alaska and City laws, regulations, statutes and ordinances in performing its duties hereunder.

Section 33 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City of Palmer
231 West Evergreen Avenue
Palmer, Alaska 99645

Contractor: Greene Garden Services
200 E. Ravenview Drive
Wasilla, AK 99654
Att: Alicia Greene

Section 34 Contractors' Violations of Tax Obligations

A. Any Contractor in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 9, if it is determined that a Contractor whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under a Agreement between the City and the same.

Section 35 Fund Verification

Fund source and verification of funds for this project: FY 2014

Funding Source: 01-01-20-6030

Andrew Greene
Verified by

1/21/14
Date

City of Palmer

Douglas B. Griffin
Douglas B. Griffin, City Manager

Greene Garden Services

Alicia Greene
Alicia Greene

CONTRACTOR

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On January 17, 2014, Alicia Greene personally appeared before me,

- 1. [] who is personally known to me
- 2. [] whose identity I proved on the basis of Alaska Drivers license
- 3. [] whose identity I proved on the oath/affirmation of _____, a credible witness

to be the signer of the Agreement for Greene Garden Services and she acknowledged that she signed it.

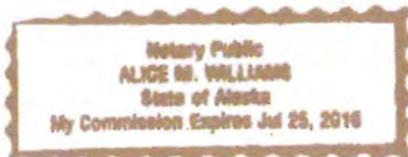


Kimberly A. McClure
Notary Public
My Commission expires: with office

CITY OF PALMER

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On January 20, 2014, Douglas B. Griffin, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.



Alice M. Williams
Notary Public
My Commission expires: Jul 25, 2016

EXHIBIT "A"
Scope of Services
Seasonal Gardening/ Horticultural Services

A. Description of Activities:

1. Spring cleanup, fertilization and other early season maintenance.
2. Acquisition and planting of seed and transplants of annual crops.
 - i. Colorful annual flowering plants, and
 - ii. Periodic planting of vegetable crops that are commercially produced in the Matanuska Valley.
3. Season long maintenance of Visitor Garden to include mowing, planting, weeding, watering as well as general cleanup and repair as needed. (Watering of hanging baskets and planters and plots located away from Garden/Visitor Center will be handled by Public Works summer crew as in previous years.)
4. Miscellaneous tree trimming, hedge trimming, plant care and replacement.
5. Appropriated cleanup and close up at end of season (approximate finish date is September 10.)

B. Planting and Maintenance Activities:

1. Visitor Garden and nearby trees and shrubs;
2. Annual and perennial plants around and near the Visitor Center and restroom buildings;
3. Depot planter;
4. Two main intersections beds;
5. Two City Hall plant beds and adjacent planting;
6. Planters located along Main Street, Fireweed Avenue and Cope;
7. Planters located in park adjacent to Library parking lot; and
8. Welcome to Palmer planter.

C. Plant Material Acquisition:

1. All annual plants required for the above mentioned spaces;
2. Forty (or more, number to be decided by Public Works or City management) hanging baskets for placement by Public Works around the City;

3. Potted plants for placement in front of City Hall and other locations mentioned above.

D. Contractor Responsibilities:

1. Inventorying and labeling of plant species in and around the Visitor Center and Visitor Garden;
2. Removal or pruning of selected overgrown or declining trees and shrubs in the Visitor Garden;
3. Additional plot reconstruction;
4. Consulting with City staff on future landscaping of skateboard park, and other City parks and trails.

E. City Public Works Department Responsibilities:

1. Short term assistance for placement of any large perennial plants;
2. Water and fertilize hanging baskets, planters and plots located away from Visitor Center/ Garden site.

APPENDIX B

Budget Proposal

Payments	Operation Costs	Plants and Supplies	Monthly Total
April 1	2,891	6,250	9,141
May 1	7,182	<u>4,040</u>	11,222
June 1	7,482		7,482
July 1	7,482		7,482
August 1	7,182		7,182
September 30	<u>3,491</u>		<u>3,491</u>
Contract TOTAL	35,710	10,290	46,000