

**AGREEMENT TO DISSOLVE CONTRACT AND
RELEASE OF LIABILITY**

33072

THIS AGREEMENT TO DISSOLVE CONTRACT AND RELEASE OF LIABILITY (the "Release") is made and entered into effective as of August 26, 2013 for the benefit of the CITY OF LONG BEACH, a municipal corporation ("City"), by MARINA LANDSCAPE, INC., a California corporation ("Marina"), and is made with reference to the following facts:

RECITALS

1. In May, 2013, Marina was selected through a competitive bid process to provide landscape maintenance services to City's Department of Parks, Recreation and Marine. The services included mowing and edging of turf areas, litter and weed control, raking, pruning and irrigation maintenance at the City's parks and medians. The parties entered into City Contract No. 33072, with a commencement date of June 1, 2013.
2. Marina began performing contract services on June 1, 2013. Between June 1 and August 13, 2013, the parties met weekly to discuss contract implementation, administration and performance issues.
3. On Aug. 13, 2013, the parties met and mutually agreed that the best interests of both parties required dissolution of the Contract, and that, services are to be provided through August 31, 2013, Marina would no longer provide any services to the City arising under City Contract No. 33072 effective September 1, 2013. This is a mutual decision between the City and Marina.
4. Marina and City have agreed to resolve all outstanding claims, if any, and any and all potential claims as between themselves, and Marina has agreed to release the City from any possible liability regarding matters related to City Contract No. 33072 and payment.

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CITY OF LONG BEACH
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AGREEMENT

1. For the sole consideration of Two Hundred Ninety Seven Thousand Five Hundred Thirty Nine Dollars and Twenty Two Cents (\$297,539.22), paid by the City, the receipt of which is hereby acknowledged, Marina does hereby release, acquit and forever discharge the said City, and any and all of its officers, commissioners, boards and employees, from any and all actions, claims and/or demands, damages, costs, loss of service, expenses, compensation and/or liens, and/or any claims or actions that could be asserted in the future, on account of, or in any way growing out of, any monies and/or sums due resulting and/or arising from or related to any and all activities under City of Long Beach Contract No. 33072, by and between the City and Marina, relating to grounds maintenance services.
2. The City acknowledges that Contract No. 33072 required Marina to purchase equipment in reliance on the City contract. Therefore, the City agrees to purchase from Marina the equipment listed in Exhibit "A," attached hereto and incorporated herein by this reference, for the sum of Two Hundred Fifteen Thousand Six Hundred Twenty-Two Dollars and Five Cents (\$215,622.05) (the "Equipment Payment"). Delivery of the equipment, in good working order, with all applicable warranties, title documents, if any, and all parts and accessories shall be made on or before September 3, 2013, to the City of Long Beach Fleet Services yard, 2600 Temple Avenue, Long Beach, CA 90806. Marina expressly acknowledges that the payment referenced in this paragraph is in consideration for Marina's release of any and all potential claims and/or damages arising from its purchase of the referenced equipment.
3. This Agreement is intended to be a complete and final resolution to any possible claim of damages arising from City Contract No. 33072. No additional fees or payments related to Contract No. 33072 will be paid to Marina by City thereafter. As of September 1, 2013, the parties mutually agree that Contract No. 33072 will be dissolved.



4. It is expressly understood and agreed that all rights under Section 1542 of the Civil Code of the State of California are hereby waived, which section reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

5. It is expressly understood and agreed that the payment and acceptance of the said amount of Two Hundred Ninety Seven Thousand Five Hundred Thirty Nine Dollars and Twenty Two Cents (\$297,539.22), plus the Equipment Payment identified in Paragraph 2, above, is in full accord and satisfaction of a disputed claim, and that the payment of the said sum of Two Hundred Fifteen Thousand Six Hundred Twenty Two Dollars and Five Cents (\$215,622.05) is not an admission of liability.
5. Any individual signing this Release on behalf of an entity, whether a municipal corporation, a corporation, a limited liability company, a partnership or otherwise, hereby represents and warrants that such individual has full authority to do so, and that the entity, through its officers, directors, or other managing personnel, has authorized said individual to enter into this Release.
6. This Release may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Facsimile signature shall be deemed the equivalent of original signatures.
7. This Release constitutes a final and complete expression of the intention of the parties hereto and all previous negotiations, agreements and representations are deemed merged and integrated herein. No extrinsic evidence or representations have been made or relied upon in negotiating and consummating the settlement between the parties, the terms and provisions of which settlement are embodied within this Release, nor may any extrinsic evidence or representations be



referred to or relied upon in construing the clear, express and unambiguous terms and provisions of this Release.

8. The parties mutually waive attorneys fees and costs.

IN WITNESS WHEREOF, I have set my hand and seal this 26th day of August, 2013.

MARINA LANDSCAPE, INC.

By: [Signature]
Its: PRESIDENT

CITY OF LONG BEACH

By: [Signature]
Its: City Manager

APPROVED AS TO FORM

8-26, 2013
Charles Parkin, City Attorney
By [Signature]
AMY R. WEBBER
DEPUTY CITY ATTORNEY

WITNESS:

Signature: [Signature] / [Signature]
Name: TERI MANN / Janiece Roeloffen
Address: 1400 S. Lewis St. / 333 W. Ocean Blvd
Anaheim / Long Beach CA 90802
CA 92805

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EXHIBIT "A"

EQUIPMENT LIST

City of Long Beach - Area 1, 3 & 4

EQUIPMENT DESCRIPTION	UNIT PRICE	QUANTITY	EXTENDED PRICE	Sales Tax
3 Axle Large Trailer	9,582.97	1	9,582.97	incl
2 Axle Medium Trailer	5,765.77	2	11,531.54	incl
F250 Crew cab long bed	31,298.35	2	62,596.70	incl
F150 Utility Repair Truck	28,844.88	1	28,844.88	incl
Butterfly Mower	31,156.92	2	62,313.84	incl
60" Ride-on Mower	9,071.00	3	27,213.00	2,177.04
48" Stand-on Mower	7,517.00	2	15,034.00	1,202.72
24" Walk-behind Mower	1,069.00	3	3,207.00	256.56
Walk-behind Edger	650.00	4	2,600.00	208.00
TOTAL			222,923.93	3,844.32
Depreciate 60 months			3,715.40	
3 months of service			3.00	
Total depreciation			11,146.20	
Less Sales Tax (not previously included)			(3,844.32)	
Discount amount for equipment			7,301.88	
REVISED TOTAL FOR EQUIPMENTS TO BE PURCHASED			215,622.05	

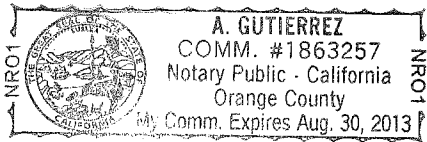
NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

On 08/26/13, before me, A. GUTIERREZ,
a Notary Public, personally appeared ROBERT B. COWAN 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.



A Gutierrez
Signature of Notary Public

[Place Notary Seal Above]

NOTARY ACKNOWLEDGMENT

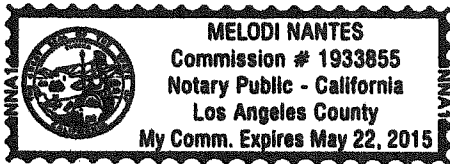
STATE OF California)
COUNTY OF Los Angeles) ss

On 8.26.2013, before me, Melodi Nantes,
a Notary Public, personally appeared Patrick H. West 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.

Melodi Nantes
Signature of Notary Public



[Place Notary Seal Above]