

AGREEMENT

This Agreement is made effective as of July 1, 2015, by and between the Downtown San Diego Partnership ("Partnership"), a California nonprofit corporation, and Downtown San Diego Clean and Safe ("Contractor"), a California nonprofit corporation, collectively referred to as the "Parties."

RECITALS

- A. On May 12, 2015, the City of San Diego renewed the Downtown San Diego Property and Business Improvement District ("PBID") pursuant to the Property and Business Improvement District Law of 1994 ("1994 Law"); and
- B. The PBID is governed by a written Management District Plan ("Plan") which provides that the Partnership shall act as the PBID Owners' Association; and
- C. The Plan provides that in its capacity as the Owners' Association, the Partnership may contract with a nonprofit corporation for guidance on implementation of the PBID's clean and safe program; and
- D. The Partnership desires to contract with the Contractor for such guidance.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

- 1. Term. The term of this Agreement shall be one year, commencing on July 1, 2015.
- 2. Renewal. Unless terminated pursuant to Section 3, this Agreement shall automatically renew on July 1st of each year for a one-year term.
- 3. Termination. This Agreement may be terminated as follows.
 - a. In the event the City of San Diego terminates the Operating Agreement between the City and Partnership ("Operating Agreement") this Agreement shall immediately terminate.
 - b. In the event the City of San Diego disestablishes the PBID, or the PBID expires without being renewed, this Agreement shall immediately terminate.
 - c. Either party may terminate this Agreement upon thirty (30) days written notice.

4. Amendment. This Agreement may be amended in writing by the Parties. This Agreement shall be subject to any amendments to the Plan, the 1994 Law, the Operating Agreement, the Ralph M. Brown Act, and the California Public Records Act.
5. Partnership Responsibilities.
 - a. Staff. Partnership will hire, fire, and manage all staff.
 - b. Budget. The Partnership will review and approve the annual budget for the PBID. .
 - c. Vendor Contracts. Pursuant to the Contractor-approved budget and in compliance with the Plan and Operating Agreement, the Partnership will enter into subcontracts for the provision of PBID services. All contracts with vendors will be cancellable upon thirty (30) days' notice. The Partnership will pay vendors in accordance with the Plan and Operating Agreement with PBID funds from the City. The Partnership will provide oversight to the PBID service providers with which it contracts.
6. Contractor Obligations.
 - a. Organizational Compliance. Contractor shall act in compliance with its Bylaws and Articles of Incorporation.
 - b. Meetings. Contractor shall hold all meetings in compliance with the provisions of the Ralph M. Brown Act, Government Code section 54950 et seq. Notice of meetings given pursuant to the Brown Act will be posted in a publicly accessible location and on the Contractor's website at least seventy-two hours prior to the meeting.
 - c. Budget and Annual Report. Each year, Contractor shall prepare a PBID budget and annual report in accordance with the Plan. The budget and annual report will include the PBID assessment and required non-assessment general benefit funds as described in the Plan. The budget and annual report will be provided to the Partnership by March 31 each year. The budget and annual report are due to the City from the Partnership by May 15 each year.
 - d. Vendor Selection. Contractor shall seek and evaluate bids for PBID services. All bids shall be in writing and maintained as records pursuant to this Agreement. From the bids received, Contractor shall forward to the Partnership the winning bid for contracting purposes. All selected vendors will provide services and contract

with the Partnership in accordance with the Plan, Operating Agreement, and the City's standard contracting procedures. Vendors will be selected and recommended to the Partnership by March 31 each year.

- e. Website. Contractor shall make available on its website the following documents. All documents will be posted within five (5) business days of becoming available, and any changes to this information shall be made to the website not more than five (5) business days after Contractor becomes aware of the change. Social security numbers, employer identification numbers, and other confidential information must be redacted from the posted materials.
 - i. Articles of Incorporation and any and all amendments thereto;
 - ii. Bylaws and any and all amendments thereto;
 - iii. Approved meeting minutes;
 - iv. Meeting agendas and all non-confidential back up materials provided to one more board or committee members concerning one or more agenda items prior to the meeting;
 - v. Tax returns, including any and all amendments thereto;
 - vi. Any annual reports, annual audits, or financial disclosures;
 - vii. Form 990 including board members;
 - viii. Any and all determinations of tax-exempt status by the Internal Revenue Service or Franchise Tax Board;
 - ix. The name and last physical work address, work telephone number, and email address for each board member; and
 - x. Contracts awarded in accordance with the Conflict of Interest and Procurement Policy for Nonprofit Corporations Contracting with the City of San Diego, which are \$35,000 or more, including a notation of the number of bidders for such contracts.

- f. Board of Directors. Contractor's Board of Directors shall be composed of fifteen members. Among the Directors, there shall be:
 - i. One representative of the Partnership;
 - ii. One person who resides in the PBID boundaries but does not own any interest in or work for any business that is subject to the parcel assessment; and
 - iii. Twelve Directors who shall all be representatives of property owners paying the PBID assessment. The twelve Directors shall represent each of the six benefit zones in the PBID in proportion to the amount of assessment paid by each benefit zone; and

iv. One Director who represents a property owner paying the Commercial Enhancement Program assessment.

g. Safety Hazards.

- i. In providing services pursuant to this Agreement, Contractor and its employees and agents will have the opportunity to observe conditions in the public right-of-way that may constitute a safety hazard. For purposes of this Agreement, "safety hazard" includes, but is not limited to, the following conditions: cracked, raised, uneven, damaged or unsafe sidewalks or curbs; fallen or drooping tree branches; cut or protruding tree stumps; conditions on public property affecting private property. Contractor agrees that its employees and agents will make reasonable efforts to promptly barricade the affected public property, where reasonable under the circumstances, and make reasonable efforts to provide notice of such conditions to the Partnership. Contractor shall have no obligation to repair or otherwise protect against such conditions, and shall have no liability to the Partnership or any third party for claims or loss related to safety hazard conditions, except to the extent that Contractor, its employees, or agents have i) previously provided work causing such condition to occur; or ii) previously accepted in writing responsibility for the maintenance, repair, or otherwise safety of the particular improvement (e.g. sidewalk, curb, tree, shrub, lighting fixture, or other similar improvement) causing the dangerous condition on public property; or iii) notified the Partnership in writing that it intends to address the safety hazard utilizing material or service in excess of the City's baseline service repairs.
- ii. The Parties agree they will each (i) direct their respective employees not to suggest to any third party that they file a complaint against the other party, based on any claimed injury or damage suffered in connection with the safety hazards covered by this Section, and (ii) not to file a complaint or cross-complaint against the other party based upon such claimed injury or damage, without good cause for believing the other party is liable as delimited by this Section, and not before the designated liaison for the party contemplating suit has given the other Party's designated liaison ten (10) business days' written notice of the claim, including all the facts upon which the complaining Party's complaint or cross-complaint will be based.

7. Records. Contractor shall retain and make available all records in compliance with the California Public Records Act, Government Code section 6250 et seq. Upon termination of this Agreement, Contractor shall provide any and all PBID-related documents and records to the Partnership within thirty (30) days.
 - a. At any time during normal business hours, the City and Partnership shall have the right to demand, and Contractor shall make available for examination, at the offices of Contractor, all data and records pertaining to all matters covered by this Agreement. Contractor shall permit the City to audit all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement.
 - b. Contractor shall maintain such data and records for a period of three (3) years following the termination of this Agreement. All such data and records shall be kept at Contractor's regular place of business and shall be subject to the provisions in Section (C)(ii) above.
 - c. If Contractor or any subcontractors are compensated from the PBID for services performed, all documents, including but not limited to reports and maps prepared directly in connection with or related to the scope of services under this Agreement, shall be the property of the City. The City's ownership of such documents includes all incidental rights, whether or not the work for which they were prepared has been performed. This Section shall apply whether this Agreement is terminated by completion of services hereunder, the expiration of this Agreement, or in accordance with any other provision of this Agreement.

8. Indemnification.
 - a. Contractor agrees to defend, indemnify, protect, and hold Partnership and the City of San Diego, their officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, claims, demands for, damages or injuries to, any person, including injury to Contractor's officers, agents, and employees, but only to the extent such claims arise from or are directly connected with or attributable to Contractor's negligence or failure to perform services or other obligations under this Agreement. This duty to indemnify and hold harmless shall not include any claim arising from the established sole negligence of the City, the Partnership, their officers, agents, or employees, or any third party. Further, in the event Contractor is only partially liable on an established claim, the above duty of indemnification shall be limited to the extent of Contractor's comparative fault.
 - b. The Partnership agrees to defend, indemnify, protect, and hold Contractor, its directors, officers, members, employees and agents

harmless from any and all actions, suits, proceedings, liability, claims, demands for, damages or injuries to, any person, including injury to the Partnership's officers, agents and employees, but only to the extent such claims arise from or are directly connected with or attributable to the Partnership's negligence or failure to perform services or other obligations under this Agreement. This duty to indemnify and hold harmless shall not include any claim arising from the established sole negligence or willful misconduct of Contractor, its officers, agents or employees, or any third party. Further, in the event the Partnership is only partially liable on an established claim, the above duty of indemnification shall be limited to the extent of the Partnership's comparative fault.

- c. In the event either the Partnership or Contractor is presented with a claim involving potential liability for both Parties, the party to whom the claim is presented shall provide prompt written notice of the claim to the other party. When written notice of the claim is provided, the Partnership and Contractor shall meet and confer in good faith in an effort to defend the claim cooperatively. In the event there is a dispute between the Partnership and Contractor regarding their respective liability for or cooperative defense of such claim, both Parties agree to meet and confer in a good faith effort to resolve their differences in the matter. A party's failure to provide prompt notice and to make a good faith effort to cooperatively defend such a claim shall entitle the other to disclaim the duty to defend, indemnify and hold harmless established by this Section.
- d. In the event of litigation that involves both Parties, the Parties will endeavor to work together to resolve the claim. In the event there is a disagreement between the Parties, both Parties agree that such disputes shall be submitted to nonbinding mediation prior to either arbitration or litigation.

9. Insurance. Contractor shall not perform any work under this Agreement until it has provided to Partnership all insurance certificates and endorsements required and described herein. Contractor shall take out and maintain at all times during the Term of this Agreement the following policies of insurance. Policies may be purchased by the Partnership on behalf of Contractor.

- a. Commercial General Liability. Commercial General Liability (CGL) written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL

- limiting scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- b. Commercial Auto Liability. For all Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance written on an ISO for CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).
 - c. Workers' Compensation. For all of Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against the Partnership, City, and their respective elected officials, officers, directors, employees, agents, and representatives.
 - d. Directors & Officers / EPLI: Contractor shall maintain Directors and Officers Liability Insurance and Employment Practices Liability Insurance with a limit of not less than \$1,000,000. The Employment Practices Liability Policy will be endorsed to include third party coverage.
 - e. Deductibles. All deductibles or retentions on any policy shall be the sole responsibility of Contractor and shall be disclosed to the Partnership at the time evidence of insurance is provided.
 - f. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement, shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the Partnership. The Partnership will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
 - g. Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the Partnership before any performance is initiated under this Agreement.
 - i. Commercial General Liability Endorsements.

1. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an insured the Partnership, the City of San Diego, and their respective elected officials, officers, directors, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.
 2. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of City, the Partnership, their elected officials, officers, directors, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by City, the Partnership, their elected officials, directors, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.
 3. The policy or policies must be endorsed to provide that Contractor's 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 and shall provide cross-liability coverage.
- ii. Automobile Liability Insurance Endorsements.
1. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Insured City, the Partnership, and their respective elected officials, directors, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor. The City and Partnership are an additional named insured and insurer waives the right of subrogation against the City, the Partnership, and their respective elected officials, directors, officers, employees, agents and representatives.
 2. The policy or policies must be endorsed to provide that the insurance afforded by the Automobile Liability policy or policies is primary to any

insurance or self-insurance of City, the Partnership, their elected officials, directors, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by City, the Partnership, their elected officials, directors, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

3. The policy or policies must be endorsed to provide that Contractor's 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 insurer's liability and shall provide cross-liability coverage.

iii. Workers' Compensation

1. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against City, the Partnership, their elected officials, directors, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the Partnership.

- iv. The Partnership reserves the right, from time to time, to review Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to Partnership and compliant with City requirements per the Operating Agreement. The Partnership will directly pay, or reimburse Contractor, for the cost of the additional premium for any coverage requested by Partnership in excess of that required by this Agreement, without overhead, profit, or any other markup.

- v. Contractor may obtain additional insurance not required by this Agreement.

- vi. All policies providing excess coverage to City and Partnership shall follow the form of the primary policy or policies including but not limited to all endorsements.

10. Americans with Disabilities Act. Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which

is incorporated into this Agreement by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

11. Non-Discrimination Requirements.

- a. Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.
- b. Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in Agreement termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.
- c. Upon City's or Partnership's request, Contractor agrees to provide within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City or Partnership pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions.

12. Confidentiality of Services. All services performed by Contractor, and any sub- contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of the Partnership, the City, their agents, and employees.

Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of the Partnership. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13. Living Wage. Contractor shall comply with Living Wage Ordinance starting July 1, 2015. This Agreement is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Contractor agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

14. Prevailing Wages. Pursuant to SDMC section 22.3019, construction, alteration, demolition, repair, and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to SDMC sections 22.4201 through 22.4245. Contractor must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.
 - a. Pursuant to California Labor Code (Labor Code) sections 1720 through 1861, Contractor and its subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations

(DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

- i. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - ii. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Contract.
- b. Contractor and its subcontractors shall comply with Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
 - c. Contractor and its subcontractors shall comply with Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - d. Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment

and wages of apprentices. Contractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

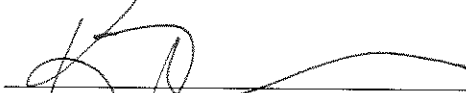
- e. Contractor and subcontractors shall comply with Labor Code sections 1810 through 1815 including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of Labor Code sections 1810 through 1815.
 - f. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
 - g. Contractor, in accordance with Labor Code section 3700, is required to secure the payment of compensation of its employees and by signing this Agreement, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement."
 - h. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City or Partnership will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the Equal Opportunity Contracting Department at 619-236-6000.
 - i. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.
15. Governing Law and Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The Parties hereto agree to submit to the personal jurisdiction of any state court in the County of San Diego, State of California, for any dispute, claim or matter arising out of or related hereto.
16. Notice. In cases where written notice is to be given under this Agreement, written notice shall be deemed sufficient upon receipt of such notice, if said notice is delivered in person to the persons named

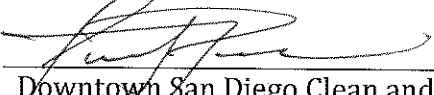
below, or if delivered at or sent by certified mail to the addresses shown below.

If to Partnership: Attn: Kris Michell President Downtown San Diego Partnership 401 B Street, Suite 100 San Diego, CA 92101	If to Contractor: Attn: Bahija Hamraz Executive Director Downtown San Diego Clean & Safe 1111 6 th Ave, #101 San Diego, CA 92101
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17. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.
18. Assignment. Contractor shall not assign any part of its rights or obligations under this Agreement, and no such purported assignment shall be valid, without first obtaining the written consent to such assignment from the Partnership.
19. Waiver. The failure of either party to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

In witness whereof, the parties have executed this Agreement as of the dates below.

Date: 7/17/15 
Downtown San Diego Partnership, by
Kris Michell

Date: 7/17/15 
Downtown San Diego Clean and Safe, by
Sumeet Parekh