SERVICES CONTRACT AGREEMENT
FOR THE
DOWNTOWN SAN DIEGO PARTNERHSIP
CLEAN AND SAFE PROGRAM

THIS AGREEMENT ("Agreement") by and between the DOWNTOWN SAN DIEGO PARTNERSHIP, CLEAN AND SAFE PROGRAM ("DSDP") and Humphrey Consulting, LLC ("Contractor"), is made and entered into on June 30, 2017 *(Effective date)* with references to the facts set forth below.

RECITALS

A. Pursuant to a contract (the "City Agreement") with the City of San Diego ("City") DSDP is authorized to provide certain services (the "District Enhancement Services") in the downtown area of San Diego.

B. The PBID Management Plan states that DSDP may enter into contracts with Contractors to provide District Enhancement Services.

C. DSDP requires a consulting service firm for development and implementation of a Neighborhood Enhancement Program. The Contractor will provide targeted services to meet the needs and requests for the downtown neighborhoods.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as set forth below:

1. **AGREEMENT PERIOD**. This Agreement shall commence on July 1st, 2017 ("Commencement Date") and continue through June 30th, 2018 ("Completion Date") unless terminated sooner pursuant to the termination provision provided in this Agreement.

2. **SCOPE OF SERVICES.** Contractor shall establish a Neighborhood Enhancement Program with the goal of establishing a sense of identity and character within the various neighborhoods of downtown San Diego, within the C&S boundaries. The approach may include, but is not limited to:

- Research: A detailed analysis of current neighborhood conditions through a neighborhood survey, a pedestrian analysis, review of existing resources, and formation of steering Committee.
- Development: work with all stakeholders to establish priorities for neighborhood identity
- Implementation: Place Branding and Placemaking efforts designed to create neighborhood identity:

- Beautification/Placemaking – create a sense of place, highlighting the unique qualities of the neighborhood
- Branding & Marketing – a comprehensive strategy incorporating existing neighborhood efforts
- Maintenance – plan for augmentation of maintenance services to meet the needs of each neighborhood
- Public Spaces – manage and activate public spaces within each neighborhood
- Economic Development – holistic approach to identify and diversify revenue sources
- Collaborate with DSDP C&S to ensure services are tailored to each neighborhood
- Collaborate with Business Improvement Districts, neighborhood groups and stakeholders within each neighborhood to develop and implement program
- Evaluation: monitor and evaluate all programs to measure success and change as needed

Contractor will meet with DSDP to determine which neighborhoods, zones and areas to prioritize in.

3. **DUTIES OF CONTRACTOR**. DSDP hereby retains Contractor as an independent contractor to maintain and perform the services set forth in this Agreement beginning on the Commencement Date. Contractor shall perform the following duties:

   - Contractor will visit the site and conduct work with full understanding of the qualifications required, the inherent hazards and necessary precautions involved in conducting the work safely.
   - Contractor shall maintain at all times specified insurance in such amounts as stated in Section III herein and name DSDP and the City of San Diego as additional insured.
   - Contractor will comply with all federal, state and local laws and regulations applicable to the work to be performed under the contract.

   3a. **Requirements Relating to Employees**. Contractor shall hire, employ, discharge control, and supervise all personnel and labor necessary for performance of the duties described in this Agreement. Contractor shall use its best efforts to exercise reasonable care to select qualified, competent, and trustworthy employees. All employees shall be employees of Contractor and not DSDP. Contractor shall comply with all laws, ordinances, statutes, codes, and regulations including, without limitation, governmental anti-discrimination laws and the requirements of the American with Disabilities Act relating to employees and all requirements relating to employee tax, employee benefits, and other federal and state requirements. Contractor shall make whatever reports may be required by the state and federal governments relative to such taxes or deductions. All employees shall be covered under Contractor's Worker's Compensation insurance policy at Contractor's expense.

   3b. **Living Wage**: The Contractor must comply with the City of San Diego Living Wage ordinance. If it is determined that the Contractor is not comply with living

wage, any fees, costs or penalties associated with noncompliance will be paid for by Contractor. Contractor shall provide payroll reports for all employees working on the contract showing compliance with Living Wage requirements. Confidential employee information may be redacted. You may visit the following links for specific requirements. http://www.sandiego.gov/purchasing/programs/livingwage/.

3c. **Prevailing Wage**: 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 22.4201through 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.

1. Compliance with Prevailing Wage Requirements. 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.

(a) 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.

(b) 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.

2. Penalties for Violations. 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.

3. Payroll Records. 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.

4. Apprentices. 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.

5. Working Hours. 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 sections1810 through 1815.

6. Required Provisions for Subcontracts. 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.

7. Labor Code Section 1861 Certification. 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."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City 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.

(c) Higher Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.

3d. **Monitoring**. DSDP shall have the right to monitor the performance by Contractor of all its obligations under this Agreement. Contractor shall cooperate with DSDP, Clean and Safe Program staff in connection with such monitoring. All work performed and services provided may be monitored for compliance with the requirements of this Agreement on a daily or other basis by the Clean and Safe Program staff. DSDP agrees to notify contractor within 48 hours when the work completed does not comply with the standards as set forth in the scope of services. Contractor agrees to correct all deficiencies identified as part of the DSDP monitoring program within 48 hours of notification. Contractor agrees that failure to correct identified deficiencies within 48 hours will result in non-payment for the deficient portion of the work.

3e. **Delivery of Services**. The Contractor agrees to perform the services described herein and provide specified equipment in a professional, effective manner. The type and nature of the services described herein may not be varied without prior written amendment to this Agreement, executed by both parties, and subject to negotiation. The services provided by the Contractor determined by the scope of work set forth in this Agreement and any additional services shall not be provided unless authorized in writing by DSDP, Clean and Safe Program. In such situations, the Contractor shall respond to the request in a timely manner.

3f. **Records Review and Retention**. Contractor shall permit DSDP or the City, at any time during normal business hours, to audit all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement. Contractor shall maintain, at its regular place of business or at such other place as may be approved by DSDP, all such data and records for a period of three (3) years following the termination of this Agreement.

4. **PAYMENT FOR SERVICES**. During the term of this Agreement, the Clean and Safe Program shall pay to Contractor an annual amount not to exceed **$126,000**, monthly invoice to be $**10,500**.

4a. **Invoicing/Payment due Dates**. The Contractor shall invoice DSDP not later than 5 business days following the end of each month for services performed. Invoices shall be sent via regular mail to DSDP, Clean and Safe Program 1111 Sixth Ave., Suite 101 San Diego, CA 92101. Each invoice shall specify the month of service and bill rate. The Contractor's invoice shall be due and payable 30 days from the date of DSDP's receipt of the invoice. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that the Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Contractor has not yet been paid.

5. **SUPERVISORS**.

5a. **DSDP Supervisor**. The Clean and Safe VP of Finance/Admin appoints the overall contract manager. He/she designates the point of contact between Clean and Safe Program and Contractor.

6. **ATTRIBUTES AND CONDUCT OF PERSONNEL.** Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. They shall not use offensive language, perform their services under the influence of alcohol or illegal drugs, or engage in any form of illegal or other activities that would bring discredit to the DSDP. All employees shall be clean, courteous, and neat in appearance. Employees must demonstrate the capability and willingness to communicate effectively with members of the public. At the sole discretion and request of the DSDP, Contractor agrees to reassign any of its employees if their conduct is determined by the DSDP to be detrimental to the best interests of the DSDP.

7. **SAFETY, HEALTH & FIRE PROTECTION**. All services provided pursuant to this Agreement shall comply with OSHA standards and regulations and all applicable government laws and orders as outlined by any applicable governing agency. The safety of all persons employed by the Contractor in DSDP's service area shall be the sole responsibility of the Contractor. The Contractor shall take all reasonable measures and precautions at all times to prevent injuries, to, or the death of any of its personnel assigned to DSDP service areas. Such measures and precautions shall include, but not be limited to, all safeguards and warnings necessary concerning DSDP's service area, which could be dangerous, and to prevent accidents of any kind. The Contractor shall comply with all DSDP's safety rules and regulations when on DSDP's premises.

8. **TERMINATION**. If not terminated sooner, this Agreement shall terminate automatically on **June 30, 2018**. DSDP may, at any time, terminate this Agreement without cause upon thirty-day (30) notice to Contractor. Upon termination of this Agreement, Contractor's right to compensation shall immediately cease except for amounts payable hereunder prior to the date of termination. Upon termination or expiration of this Agreement, Contractor shall (a) forward to DSDP any payments received following expiration of this Agreement (b) promptly deliver any documents

and records relative to this provision of services provided hereunder to DSDP (c) immediately surrender to DSDP or its designee any other funds or property belonging to DSDP. Upon termination of this Agreement, the independent contractor relationship created hereby shall immediately cease. Notwithstanding the foregoing, DSDP may terminate this Agreement upon three-day (3) notice for Contractor's failure to comply with all of its obligations under this Agreement.

9. **INSURANCE REQUIREMENTS**. Prior to the Commencement Date, Contractor shall furnish DSDP with a certificate(s) of insurance and the endorsements specified below, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Contractor agrees to provide to The City of San Diego and its respective elected officials, officers, employees, agents and representatives the same protection as afforded to DSDP.

(1) Commercial General Liability. Commercial General Liability (CGL) insurance written on a current version of the ISO Occurrence form CG 00 01 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 the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

(2) Commercial Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance written on a current version of the ISO form CA 00 01 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).

(3) 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 DSDP and the City and its respective elected officials, officers, employees, agents, and representatives.

(A) Deductibles. All deductibles or retentions on any policy shall be the sole responsibility of Contractor and shall be disclosed to DSDP at the time the evidence of insurance is provided.

(B) 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 DSDP. DSDP 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.

(C) Required Endorsements. The following endorsements to the policies of insurance are required to be provided to DSDP before any performance is initiated under this Agreement.

(1) Commercial General Liability Insurance Endorsements.

Additional Insured. 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 additional insured using current versions of ISO additional insured endorsements CG 20 10 and CG 20 37 (completed operations) or their equivalents, the DSDP and the City of San Diego and its respective elected officials, officers, 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.

Primary and Non-contributory Coverage. 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 DSDP and the City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Severability of Interest. 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.

(2) Automobile Liability Insurance Endorsements

Additional Insured. 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 DSDP and the City and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor. DSDP and the City is an additional named insured and insurer waives the right of subrogation against the DSDP and the City and its respective elected officials, officers, employees, agents and representatives.

Primary and Non-contributory Coverage. 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 DSDP and the City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Severability of Interest. 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.

(3) Worker's Compensation Insurance Endorsements.

Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against DSDP and the City, its elected officials, 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 DSDP and the City.

(D) Reservation of Rights. DSDP and the City 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 DSDP and the City.

(E) Additional Insurance. Contractor may obtain additional insurance not required by this Agreement.

(F) Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

10. **RELATIONSHIP OF PARTIES**. It is understood by the parties that the Contractor, and its personnel and agents, are independent Contractors with respect to DSDP, and not employees of DSDP. The individuals used to perform such service, as DSDP shall request, shall be personnel of the Contractor, an independent Contractor. The Contractor shall provide the tools of the trade for, and shall have the sole management control over its personnel and agents.

11. **INDEMNITY AND HOLD HARMLESS**. All services in connection with this Agreement shall be at the risk of Contractor, exclusively. To the fullest extent allowed by law, Contractor shall indemnify, defend (with legal counsel reasonably satisfactory to DSDP and the Clean and Safe Program) and hold harmless the Indemnitees (defined below) from and against any and all Claims (as defined below). Contractor's obligation to defend and indemnify shall be triggered by the assertion of a Claim against any Indemnitee and shall apply whether or not the Contractor or any of the Contractor parties was negligent or otherwise at fault and whether or not the Claim has any merit. However, Contractor shall not be obligated under this

Agreement to indemnify any Indemnitee for any Claims arising from the sole negligence or willful misconduct of that Indemnitee. Contractor's obligation shall also include Claims based on duties, obligations, or liabilities imposed on the Indemnitees by statute, ordinance, regulation, or other law. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Contractor Parties under works' or workman's compensation acts, disability benefit acts or other employee benefit acts. For purposes of this Section, (a) a "Claim" is any claim, demand, obligation, cause of action, damage, loss, liability, mechanic's lien, cost or expense (including, without limitation, attorney's fees and costs and other litigation, mediation, or judicial reference expenses) whether based on tort, contract, or equitable principles, in any way rising from or in any way connected with the performance or nonperformance of this Agreement by Contractor's or its employees, agents, independent contractors, suppliers, subcontractors, officers, directors, shareholders, representatives, affiliates, successors or assigns (collectively, "Contractor Parties"), and (b) the "Indemnitees" are DSDP and the City of San Diego, their members, managers, shareholder, and affiliates, and the officers, directors, insurers, representatives, agents, employees, successors and assigns of all such parties.

12. **WAIVER OF DEFAULT**. Any failure of the Clean and Safe Program at any time to enforce or require the strict keeping and performance by the Contractor of any of the terms and conditions of this Agreement shall not constitute a waiver by DSDP or the Clean and Safe Program of a breach of any such terms or conditions in any way of the right of DSDP or the Clean and Safe at any time to avail itself of such remedies as it may have for any such breach of terms and conditions.

13. **CONFIDENTIALITY AND OWNERSHIP OF WORK PRODUCT**. The Contractor recognizes that DSDP and the Clean and Safe Program has and shall have confidential information and proprietary information (collectively "Information"), which are valuable, special and unique assets of DSDP and the Clean and Safe Program. The Contractor shall not at any time or in any manner, either directly or indirectly, use any information for the Contractor's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of DSDP and the Clean and Safe Program. The Contractor shall protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

14. **PUBLIC RELATIONS/COMMUNICATIONS**. DSDP retains the right to review and approve any and all communication materials produced by the Contractor or its agent that incorporate or mention DSDP and/or infer a relationship with the Clean and Safe Program. The Contractor must provide copies of all materials, including but not limited to, press information, websites, newsletters, etc., for approval **prior** to distribution and/or printing. In addition, a complete copy of a press distribution list

must be provided by Contractor. The Contractor grants permission to appear in person or in voice, video of photographic presentation for radio, television, web or print media reports and/or media campaign resulting from participation with DSDP. Contractor releases DSDP from any and all claims arising out of such photographing, videotaping, recording, reproducing, publishing or exhibiting.

15. **EQUAL OPPORTUNITY EMPLOYMENT ENDORSEMENT**. The Contractor certifies that in the performance of its duties under this Agreement, there shall be no discrimination on account of race, religion, sex, age, national origin, or sexual orientation. The Contractor shall at all times comply with applicable federal, state, and local laws and regulation pertaining to fair employment practices, including, but not limited to, sexual harassment. Contractor acknowledges it has reviewed, received and will comply with all of the equal opportunity requirements in Section 12(c)(1) of the City Agreement.

16. **LIST OF SUBCONTRACTORS OR SUPPLIERS**. If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors for approval by DSDP and/or the Clean and Safe Program. Any such lists shall show the names of each subcontractor or supplier, describe the portions of the work or product that each provides and provide a detailed description of qualifications. Contractor may not subcontract 50% or more of the awarded contract work. Without the approval of DSDP and/or the Clean and Safe Program, the Contractor shall not substitute any subcontractor or supplier in place of the subcontractors designated in the list.

17. **COMPLIANCE AND ENFORCEMENT**. The Contractor is responsible for informing its subcontractor(s) and supplier(s) as to their respective obligations hereunder. It is further understood that for the purposes of indemnification to DSDP for this Agreement, the Contractor shall assume all responsibility of any and all of its subcontractors and suppliers as if they were employees of the Contractor's organization.

18. **DOCUMENTS TO BE SUBMITTED**. The Contractor shall submit to DSDP Certificate(s) of Insurance, and a copy of all current and relevant business licenses, permit and other appropriate licensing certificates. The Contractor shall submit to DSDP new and current documentation as each expires.

19. **NOTICES**. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in purpose or deposited in the U.S. mail certified receipt addressed as follows:

If for DSDP:

Downtown San Diego Partnership
Clean and Safe Program
ATTN: Alicia Kostick, VP of Finance/Admin
1111 Sixth Ave., Suite 101
San Diego, CA 92101
Telephone (619) 234- 8900
Fax (619) 234-2303

If for Contractor:

Humphrey Consulting, LLC
Attn: Bahija Humphrey

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

20. **ASSIGNMENT**. The Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of DSDP, which consent may be withheld in DSDP's sole, absolute and arbitrary discretion.

21. **EMPLOYEES AND SUBCONTRACTORS**. The provisions of this Agreement shall also bind the Contractor's personnel and subcontractors that perform services for DSDP under this Agreement.

22. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

23. **ATTORNEY FEES**. If the services of any attorney are required by either party to secure performance of this Agreement, or otherwise upon the breach or the default of either party, or if any judicial remedy is necessary to enforce or interpret any provision of this Agreement, including arbitration, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.

24. **AMENDMENT**. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

25. **SEVERABILITY**. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The invalidity of such clause shall not otherwise affect the remaining provisions of the Agreement, which shall continue to be enforceable.

26. **ARBITRATION**. Any controversy or claim arising out of or relating to this Agreement, or the actual or alleged breach hereof, shall be settled by binding arbitration conducted in the County of San Diego in accordance with, and by [an] arbitrator[s] appointed pursuant to, the Rules of the American Arbitration Association in effect at that time. Judgment upon an award rendered pursuant thereto may be entered in any court having jurisdiction.

27. **APPLICALBE LAW**. This Agreement shall be governed by the laws of the State of California.

28. **NO THIRD PARTY BENEFCIARY**. The services provided under this Agreement are solely for the benefit of DSDP and neither this Agreement nor any services rendered hereunder shall be deemed to confer any rights on any other party as a third-party beneficiary.

29. **CONTRACT EXTENSION.** Upon mutual agreement by both parties, this contract may be extended on a year to year basis; however, in no case shall the renewal extend beyond five years from the date of award of the original contract.

Service agreement Signature Page

DSDP:
Downtown San Diego Partnership,
Clean & Safe Program
Property & Business Improvement District (PBID)

By: Alicia Kostick

Date: June 30, 2017
Name: Alicia Kostick
Title: VP of Finance/Admin

CONTRACTOR:
Humphrey Consulting, LLC

By: Bahija Humphrey

Date: June 30, 2017
Name: Bahija Humphrey
Title: Founder

IN WITNESS WHEREOF, this Agreement has been made and entered into as of the date first set forth above.