



**PROJECT SUMMARY AND AGREEMENT**

**UCO Job Number:  
WC Code**

Date: July 17, 2023

UCO Staff Completing This Form: Yolanda Maeder, Contracts Compliance Officer

**PROJECT NAME/GRANT NAME: ADAMS AVENUE BUSINESS ASSOCIATION**

**JOB NAME ISSUED BY ACCOUNTING:**

**PROJECT INFORMATION**

Project Contract Amount: Total Monthly Cost \$1,250.00

Project Start Date: August 1, 2023

Project Completion Date: June 30, 2024

**PROJECT CLIENT AND BILLING INFORMATION**

Project Client: Adams Avenue Business Association

Client's Address: 4649 Hawley Blvd., San Diego, CA 92116

Client Contact and Title: Scott Kessler, Executive Director

Client Contact Phone: 619.282.8329 E-mail: scott@adamsavenuebusiness.com

**PROJECT BILLING INFORMATION**

Billing Schedule  X  Monthly

**PROJECT SUPERVISION**

Urban Corps of San Diego County Project Manager: Arturo Perzabal Cell: 619.616.8001

**SCOPE OF WORK**

The Urban Corps will provide a supervisor and two Corpsmembers for two hours on Monday and Friday of each week to perform litter abatement trash cans for the Adams Avenue Business Association.

**BUDGET DETAILS**

PROJECT DESCRIPTION	Hours	Days	Hourly rate	Cost
<b>Labor per day</b>				
Labor - 1-supervisors and 2 corpsmembers	2	8		\$1,250.00
<b>Note:</b> Budget is subject to change based on the clients needs				
			<b>Total Monthly Cost</b>	\$1,250.00

## AGREEMENT

THIS AGREEMENT, made as of July 17, 2023, by and between Project Client: Adams Avenue Business Association, with its principal offices 4649 Hawley Blvd., San Diego, CA 92116, (hereinafter referred to as Client) and the URBAN CORPS OF SAN DIEGO COUNTY a Not-for-Profit Organization under Section 501(c) (3) of the Internal Revenue Code with offices at 3127 Jefferson Street, San Diego, California 92110 (hereinafter referred to as "Contractor"). Client and Contractor are sometimes referred to as "Party" and collectively referred to as "Parties" in this Agreement.

### WITNESSETH THAT:

**WHEREAS, CLIENT** desires to contract for certain services, as more fully described on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as "Services") to be conducted under the direction of Client and

**WHEREAS,** Contractor desires to provide the Services for Client;

**NOW, THEREFORE,** Contractor and Client, each in consideration of the covenants of the other hereinafter set forth, agree as follows:

1. **TERM.** The term of this Agreement shall commence as of the date set forth at its beginning and shall terminate on June 30, 2024, unless cancelled by the Client or unless provided by a newly executed Extension of Agreement agreed to by both Parties.
2. **SCOPE OF SERVICE.** During the term of this Agreement, the Contractor shall provide Services described herein. Contractor further agrees to cooperate with Client so as to properly promote the best interests of Client, and to perform the Services in expeditious and economical manner consistent with the best interests of Client.
3. **COMPENSATION.** For the proper performance of the Services, Client shall compensate Contractor in accordance with Exhibit B- Budget, attached hereto and made a part hereof this Agreement.
4. **PRICES.** The fees charged for Services purchased under this Agreement shall be set forth in the Budget - Exhibit B.
5. **PERFORMANCE.** The Contractor shall only be responsible for performing those Services expressly set forth in the Scope of Services. The Contractor will perform the Services in accordance with the terms set forth in the applicable Scope of Services, this Agreement and any applicable laws, regulations and ordinances.
6. **CONDUCT OF PERSONNEL.** While at Client's premises, each of the Parties agree that it and its personnel and Subcontractors shall (i) comply with all reasonable requests, rules, or regulations of the other Party regarding safety and health and personal and professional conduct applicable to such premises; and (ii) otherwise conduct themselves in a businesslike manner.
7. **COMPLIANCE WITH NON-DISCRIMINATION ORDINANCE.** The Parties agree not to discriminate on the basis of race, gender, religion, marital status, age, national origin or ethnicity, physical or mental disability, medical condition, sexual orientation or any other consideration made by federal, state or local laws in the solicitation, selection, hiring or treatment of employees, subcontractors, vendors or suppliers.
8. **ACCEPTANCE.** Upon completion of the Services under the applicable Scope of Services, the Services, shall be deemed complete, final and accepted by Client unless Client reasonably believes that the Services did not conform to the specifications set forth in the applicable Scope of Services and notifies the Contractor, within a reasonable period of time acceptable to the Contractor, of such non conformance. The Parties shall discuss any alleged non-conforming Services in good faith. If the Parties agree that such Services did not conform to the specifications set forth in the applicable Scope of Services, the Parties shall extend the delivery date for such Services and Client shall not be charged for any subsequent Services performed by the Contractor required to complete such Services.
9. **CONFIDENTIALITY.** Contractor, its employees and agents, shall treat and maintain as confidential property any information regarding Client's plans, programs, costs, or clients which may be disclosed to or come within the knowledge of, Contractor,

its employees and agents, and not use or disclose to others, except as is necessary to perform said Services hereunder, and then only on a confidential basis that is satisfactory to Client.

10. **INDEMNIFICATION.** Each party agrees to indemnify and hold the other party harmless against all claims, damages, losses and expenses, including court costs and reasonable attorney fees arising out of any negligent act or omission or willful conduct which results in: 1) any bodily injury, sickness, disease or death; 2) any injury or destruction to tangible property or any loss of use resulting therefrom; and 3) any violation of any statute, ordinance or regulation.
11. **INSURANCE:** Contractor shall not begin the Services under this Agreement until:
- (a) it has obtained all the insurance required here in,
  - (b) it has furnished certificates of insurance satisfactory to Client, and
  - (c) such insurances and the certificates have been approved by Client.

The certificates of insurance cannot be canceled, non renewed or materially changed except after thirty (30) calendar days prior written notice by the Contractor to the Client named in Section 12. NOTICE, herein. Additionally, during the term of this Contract, Contractor shall provide further certificates to Client at least seven (7) days prior to expiration dates shown on certificates evidencing that the insurance required herein is in effect after said dates.

Contractor shall hold and maintain for the life of this Agreement (at its own expense unless otherwise specifically set forth) at least the following insurance:

<u>COVERAGE</u>	<u>LIMITS</u>
(a) Worker's Compensation	Statutory
(b) Employer's Liability	\$200,000 each accident
(c) Comprehensive or Commercial General Liability (Bodily Injury and Property Damage)	\$1,000,000 each occurrence combined single limit
(d) Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage)	\$1,000,000 each occurrence combined single limit

12. **NOTICE.** Except as otherwise specifically provided, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by facsimile, email, or if deposited in the United States mails, postage prepaid, for mailing by first-class registered or certified mail, addressed as follows:

If to Client, it shall be addressed to:

Adams Avenue Business Association  
4649 Hawley Blvd., San Diego, CA 92116  
Scott Kessler, Executive Director

If Contractor, it shall be addressed to:

**Urban Corps of San Diego County**  
**PO Box 80156**  
**San Diego, CA 92138-0156**  
**Attention: Kyle Kennedy, Chief Executive Officer**

or to such other address or individual as either Party may specify from time to time by written notice given by such Party.

13. **TERMINATION-SUSPENSION.** Client or Contractor may, at any time, terminate this Agreement in whole or in part, or suspend, delay or interrupt all or any part of the Services here under by written notice or verbal notice confirmed in writing. If Client terminates for convenience, Client will reimburse Contractor those costs not in excess of the amount specified in Exhibit B which were previously incurred by Contractor in good faith in connection with the Services, including a reasonable allowance for overhead and profit. Except for circumstances beyond the reasonable control of Client, if the Services are suspended, delayed or interrupted by Client and if Contractor is authorized by Client to resume the Services, an equitable adjustment will be made to the amount specified in Exhibit B.
14. **STANDARD OF CARE.** Contractor agrees that it will perform the Services in a good and workmanlike manner, use sound principles and practices in the performances of the Services to be provided hereunder, and will exercise high standards of skill, care and diligence in the performance of the Services. Contractor shall be responsible for responding to and attempting to resolve any complaints arising from Contractor's performance hereunder. Contractor shall keep Client advised of and shall follow Client's guidance, if offered, as to the resolution of any such complaints. Where Client determines that any complaint should be handled by Client rather than by Contractor, Contractor shall immediately cease in its handling of the complaint and shall use its best efforts to cooperate with and facilitate Client's handling of the complaint.
15. **INDEPENDENT CONTRACTOR.** Contractor shall not be deemed to be an agent, employee, partner, or joint venture of Client by virtue of the relationship established hereunder, and Contractor shall have no authority to enter into any agreements or understandings on behalf of Client or to otherwise obligate or bind Client to any contract, obligation, or undertaking whatsoever, except as may be otherwise set forth herein.

Contractor shall at all times be acting and performing as an independent contractor with respect to Client, performing services in accordance with its own judgment as to the method of rendering such service. Contractor shall not be entitled to participate in any benefit plans maintained by Client for its employees, nor shall Client make any deduction for payroll taxes, unemployment or workers compensation insurance, pensions, annuities, or benefits measured by wages, salary or other compensation paid to Contractor. Contractor shall not have any claim against Client for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability or employee insurance benefits or any other employee benefits of any kind or nature. Contractor shall not have the right to appoint any sub-Contractors unless the desired sub-Contractors approved in advance and in writing by Client; the sub-Contractor agrees in writing with Client to act in accordance with and subject to all of the provisions of this Agreement and Contractor agrees in writing that the Contractor shall assume any and all liability arising out of or related to the sub-Contractor's activities and that sub-Contractor has no direct or indirect right to compensation from Client.

16. **RELATIONSHIP OF PARTIES:** The sole relationship between the Parties is that of independent contractor, as set forth in this Agreement, and no partnership, joint venture, fiduciary or other relationship is intended or created between the Parties. Contractor understands and agrees that the Parties are sophisticated business persons or entities negotiating and agreeing at arms-length. Contractor represents that Contractor has read and understood each and every term and condition of this Agreement, including any exhibits, and has consulted with, or has had adequate opportunity to consult legal counsel prior to and regarding the terms and conditions of this Agreement, including any exhibits, shall not be subsequently construed against either Party and that this Agreement shall be treated as if mutually drafted by the Parties.
17. **COMPLIANCE WITH LAWS:** Contractor shall comply with all Federal, State, and local statutes, laws, ordinances, regulations, rules and codes applicable to the Services.
18. **FURTHER ASSURANCES.** Each of the Parties shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.
19. **CONSTRUCTION; SEVERABILITY.** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the

Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

20. **REMEDIES.** Except where otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.
21. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States, without regard to its conflict of laws principles.
22. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by both Parties. Any controversy or claim arising out of or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by Arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the Parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter in controversy. The expenses of the Arbitration shall be borne equally by the Parties to the Arbitration, provided that each Party shall pay for and bear the costs of its own experts, evidence and attorney's fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.
23. **FORCE MAJEURE.** Neither Party shall be responsible for failure to fulfill its obligations under this Agreement (other than obligations relating solely to the payments of money) if such failure is caused by material events beyond such Party's reasonable control such as terrorism, war, sabotage, insurrection, riots, civil disobedience and the like, acts of governments and agencies thereof, labor disputes, accidents, fires or natural disasters. In such event, the delayed Party shall perform its obligations hereunder promptly after the cause of the failure has abated.
24. **SAFETY:** Contractor acknowledges and recognizes the importance of the safety and health of all persons. Contractor agrees to devote special care and attention to, and to exercise its best efforts to attain the desired objective of performing the Services without injury to any person.
25. **ASSIGNMENT:** Contractor shall not assign this Agreement or any payments due or to become due hereunder without the prior written consent of Client. Any attempted assignment without such consent shall be void. Assignment with such consent shall not operate to relieve Contractor of any of its obligations under this Agreement.
26. **NO WAIVER.** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance
27. **CAPTIONS:** Headings of particular articles and paragraphs are inserted only for convenience and are in no way to be construed to be a part of this Agreement or as a limitation of the scope of the articles or paragraphs to which they refer.
28. **BINDING EFFECT:** This Agreement shall bind and inure to the benefit of the successors and assigns of Client unless expressly released and discharged by Contractor or by operation of law.
29. **APPLICABLE LAW:** THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS AND JUDICIAL DECISIONS OF THE STATE OF CALIFORNIA AND ALL QUESTIONS OF PERFORMANCE

HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS AND JUDICIAL DECISIONS; BY EXECUTION OF THIS AGREEMENT, CONTRACTOR AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA.

- 30. **AUTHORITY:** The signatories hereto decree that they have full authority to enter into this Agreement on behalf of the Parties to this Agreement.
- 31. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements of the Parties with respect to the subject matter hereof. Neither Party shall be bound by any term, condition or other provision, which is different from, or in addition to the provisions of this Agreement, (whether or not it would materially alter this Agreement). No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the Party subject to enforcement of such amendment.

**IN WITNESS WHEREOF,** Contractor and Client have executed this Agreement effective as of the date set forth at its beginning.

**CLIENT**

**URBAN CORPS OF SAN DIEGO COUNTY**

By: \_\_\_\_\_  
Scott Kessler

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kyle Kennedy

Title: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

**Exhibit A**  
**Scope of Service**

The Scope of Services is attached hereto and made a part of the Service Agreement.

The Urban Corps will provide a supervisor and two Corpsmembers for two hours on Monday and Friday of each week to perform litter abatement trash cans at the Adams Avenue Business Association.

**Exhibit B  
Budget**

The Budget is attached hereto and made a part of this Service Agreement.

PROJECT DESCRIPTION	Hours	Days	Hourly rate	Cost
<b>Labor per day</b>				
Labor - 1-supervisors and 2 Corpsmembers	2	8		\$1,250.00
<b>Note:</b> Budget is subject to change based on the clients needs				
			<b>Total Monthly Cost</b>	<b>\$1,250.00</b>