

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this \_\_\_ day of March, 2023 by and among DOWNTOWN EL CAJON BUSINESS PARTNERS, INC., a California non-profit corporation ("DECBP") located at 270 East Douglas Ste. 100 El Cajon, CA 92020 and EAST COUNTY TRANSITIONAL LIVING CENTER, INC., a California non-profit corporation ("ECTLC") located at 1527 East Main St. El Cajon, CA 92020. DECBP and ECTLC shall sometimes be referred to individually as "Party" or collectively as "Parties".

### RECITALS

- I. Pursuant to a contract with the City of El Cajon DECBP manages the El Cajon Property and Business Improvement District ("**Downtown Business District**").
- II. ECTLC is a non-profit corporation based in El Cajon, CA and provides community-based services with staff and ECTLC volunteers.
- III. DECBP desires to engage ECTLC to provide community-based services within the Downtown Business District as set forth in this MOU.
- IV. ECTLC desires to provide to DECBP certain community-based services within the Downtown Business District as set forth in this MOU.

### AGREEMENT

In consideration of the mutual promises and obligations set forth below and other valuable considerations of sufficiency and receipt of which is hereby acknowledged the Parties agree as follows:

1. **Purpose of this Agreement.** The purpose of this MOU is for DECBP to engage ECTLC to provide certain community-based services related to routine cleaning and services related to special events within the Downtown Business District.
2. **Clean Teams.** DECBP engages ECTLC and ECTLC agrees to provide a minimum of one (1) four (4) person "Clean Team" on a daily basis to provide services as follows:
  - a. Sweep and pick up trash throughout the Downtown Business District.
  - b. Power wash every Thursday within the Downtown Business District area as follows:
    - i. Every Thursday – Promenade.
    - ii. 1<sup>st</sup> Thursday – Sidewalk on Main Street (north and south sides) from Magnolia to Ballantyne.
    - iii. 2<sup>nd</sup> Thursday – All bus stops (including 5 feet around the stop).

- iv. 3<sup>rd</sup> Thursday – Sidewalk on Main Street (north and south sides) from Magnolia to Ballantyne.
- v. 4<sup>th</sup> Thursday – Promenade.
- vi. 5<sup>th</sup> Thursday (if applicable) – Promenade.
- c. Maintain open communication with law enforcement to report any criminal activity observed.
- d. Provide daily interaction with the homeless and transient community and make referrals to the proper agencies as needed.
- e. Per governmental requirements, report and clean up any homeless encampments.
- f. Remove illegally dumped trash and debris from public property and Downtown Business District right of ways. Remove dumped trash and debris from private property when directed by DECBP or granted permission from property owner.
- g. Report graffiti, illegal dumps, street lighting issues and homeless camps on MyCivic.
- h. Remove weeds from public property and Downtown Business District right of ways.
- i. In accordance governmental requirements including health requirements remove syringes, cigarette butts, and other items from public property and Downtown Business District right of ways.
- j. Per governmental requirements, remove shopping carts from public property and Downtown Business District right of ways.

3. **Special Events.** DECBP engages ECTLC and ECTLC agrees to provide a minimum of one (1) five (5) person “Event Crew” to provide services for special events as follows:

a. **Car Show**

- i. Set up “No Parking” signs Monday after 4:30 pm prior to a car show.
- ii. Set out signs for road closures.
- iii. Assisting in directing the parking of cars participating in the event.
- iv. Ensure all cars in the car show have oil pans or mats under the car.
- v. Remove trash and debris during the event as needed.
- vi. Set up Promenade including but not limited to stage, bleachers and information booth.
- vii. Tear down the Promenade after the event.
- viii. Spot clean the Promenade during the event.
- ix. Remove and properly store all road closures signs after the car show.
- x. Remove and properly store all “No Parking” signs after the car show.

b. **Concerts**

- i. Erect trusses and install lights on the stage.
- ii. Set out signs for road closures for the alley.
- iii. Set up the Promenade info booth.
- iv. Set up removable barricades in alley and Promenade entrance after vendor arrival.

- v. Remove trash and debris during the event as needed.
- vi. Remove and properly store the Promenade info booth after the event.
- vii. Remove and properly store all road closure signs after the event.
- viii. Remove and properly store trusses and lights from the stage after the event.

4. **Independent Contractor.** ECTLC agrees that it is acting as an independent contractor, and that this MOU in no way creates any other type of employment or agency relationship between ECTLC, its staff and volunteers and DECBP. To that end, ECTLC is responsible for payment of all income and other taxes, and for providing its own workers compensation and other types of insurance covering its staff and volunteers. ECTLC shall provide needed supervision of its staff and volunteers. Further ECTLC shall provide all uniforms, supplies and tools to complete all tasks required of it under this MOU. ECTLC shall also be responsible for damage caused intentionally or unintentionally to equipment of DECBP by ECTLC and its staff and volunteers.

5. **Compensation.** For the services set forth in this MOU, DECBP shall pay to ECTLC \$8,5000 a month. ECTLC will submit monthly grant donations for Services rendered, Net 30 terms.

6. **Term.** This MOU may be terminated by either Party upon 60-days prior written notice to the other Party.

7. **Effective Date.** This MOU shall be effective on the date approved and executed by the Parties.

8. **Insurance.** ECTLC shall, at its sole cost and expense, procure and maintain through the term of this MOU, the following insurance:

- a. Comprehensive General Liability policy with the Broad Form Comprehensive General Liability endorsement, providing coverage against claims for a bodily injury or death and property damage occurring in or upon or resulting from the services provided hereunder, such insurance to afford immediate protection to the limit of not less than \$1,000,000.00, and such insurance shall include Blanket Contractual liability under the indemnification of DECBP by ECTLC set forth in this Agreement; Commercial General Liability may be substituted, but in either case products/completed operations coverage must be included. The insurance policy shall name as additional insured DECBP and all its officers, directors, agents and employees.
- b. Statutory Worker's Compensation Insurance and Employer's Liability Insurance with a limit of \$1,000,000; including coverage for occupational injury, illness and disease, and other similar social insurance in accordance with the laws of the State of California.

9. **Amendments.** This MOU may be amended or modified but only by a written instrument duly approved and executed by an authorized representative of each Party.

10. **Counterpart Signatures.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

11. **Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party and their officers, agents, representatives, sub-contractors, volunteers or employees from any and against all expenses, costs including but not limited to attorneys fees and disbursements, losses or liabilities, including any liabilities loss or claimed or third party claims arising out of claim or loss alleged to have risen out of or resulting from (i) claims by the Party employee or volunteer from injury or accident resulting from their participation in the MOU and (ii) the negligence, fraud or willful misconduct of the Party; (ii) the breach of any of any Party's representations, warranties or obligations set forth in this MOU, or (iii) personal injury or property damage caused by a Party or their employees, volunteers acts or omissions while performing pursuant to this MOU. This indemnification shall survive the termination of this MOU.

12, **Sole Agreement.** The Parties agree that this MOU constitutes the sole and only agreement between the parties regarding the services.

13. **Governing Law.** This MOU shall be construed in accordance with and governed by the laws in the State of California.

14. **Time is of the Essence.** Time is expressly of the essence.

15. **Notice.** Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

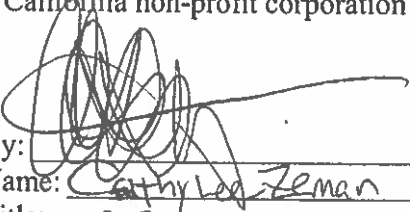
[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, the Parties whose signatures appear below represent and warrant to each other that they are authorized to sign this MOU on behalf of the Party and the Party has duly approved this MOU pursuant to a motion at a public meeting. This MOU will be effective upon the execution by DECBP ("Effective Date").

**DECBP**

Downtown El Cajon Business Partners, Inc.,  
a California non-profit corporation


*April*  
Dated: ~~March~~ 12, 2023

By:   
Name: Cathy Lee Zeman  
Title: CFO

**ECTLC**

East County Transitional Living Center, Inc.,  
a California non-profit corporation

*April*  
Dated: ~~March~~ 7, 2023

By:   
Name: Ivan Andujar  
Title: CEO

PROPOSED BOUNDARIES OF THE  
DOWNTOWN EL CAJON PBID  
CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

MARCH 2011

LEGEND

-  PBID Boundary
-  PBID - Zone 1
-  PBID - Zone 2

