



Downtown Chula Vista Association – Board of Directors’ Meeting  
 Wednesday, May 8, 2024, at 8:00 AM

In-Person: DCVA Office (353 Third Avenue, Chula Vista, CA. 91910)

Virtual Link: <https://us06web.zoom.us/j/82639703921>

or call 1-669-900-6833 / Meeting ID: 826 3970 3921 / Passcode: 1982

1. Introductions / Dr. Gonzalo Quintero, Board President
2. Public Comment & Announcements (3-Minutes Max Per Person)  
*Please keep comments directed to non-agenda topics.*
3. Community Reports:  
 CVPD, Senator Padilla’s Office, Supervisor Vargas’ Office, Mayor McCann’s Office, Councilmember Preciado’s Office
4. Review of the Minutes from the April 10<sup>th</sup>, 2024 Meeting *Action Item* P. 3 - 13
5. Committee Reports:
  - Executive Committee / Dr. Gonzalo Quintero, Board President
    - a. Review of FY24 YTD Draft Financial Reports *Action Item* P. 14 - 17
    - b. Proposed Draft Addendum to NCA Contract Extension
    - c. DCVA Letter of Support for Third Avenue Curb/Sidewalk Café Program *Action Item* P. 18
    - d. Status Report on Pending Items Reported to the Third Avenue Task Force:
      - I. Status of New Enabling Ordinance for the City
      - II. Status of Code Enforcement Related to Unregulated Vending in Downtown
      - III. Status of Budget Request to the City to Offset Third Avenue Landscaping Costs
    - e. Next Meeting: **Wednesday, June 5<sup>th</sup>, 2024 at 8:00 AM at the DCVA Office**
  - District Identity & Placemaking Committee / Ron Richie, Committee Chair
    - a. Olive Public Relations Recap / Sydney Costales P. 19 - 20
    - b. Downtown Chula Vista Farmer’s Market Sun./Weekly
    - c. San Diego FC Chrome Ball Tour in Downtown Chula Vista: Event Recap
    - d. DCVA Draft District Banner Policy: Update
    - e. Third Avenue Amenity Deployment: Decorative Corner Planters
    - f. Next Meeting: **Wednesday, May 15<sup>th</sup>, 2024 at 9:00 AM at the DCVA Office**
  - Civil Sidewalks Committee / Dr. Gonzalo Quintero, Committee Chair
    - a. Third Avenue Streetscape Landscaping: Progress of Phase II/III Rehabilitation
    - b. South Bay Pressure Washing Draft Contract Agreement *Action Item* P. 21 - 36
    - c. Downtown Entertainment District: Update
    - d. Pro-Cal Median Lighting System: Status of Installation
    - e. Next Meeting: **Wednesday, May 22<sup>nd</sup>, 2024 at 9:00 AM at the DCVA Office**

WHERE CULTURE & COMMUNITY MEET

**DOWNTOWN CHULA VISTA ASSOCIATION**

353 THIRD AVENUE • CHULA VISTA, CALIFORNIA 91910

619.422.1982 • DOWNTOWNCHULAVISTA.COM

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Land Use & Project Review / Joseph Raso, Committee Chair

- a. DCVA – ULI Partnership: TAP Committee Progress & Presentation Dates
- b. RFP for Interactive Kiosks: Update
- c. Next Meeting: **TBD**

7. Other Business

8. Next Meeting: **Wednesday, June 12<sup>th</sup>, 2024 at 8:00 AM**

9. Adjournment

*Action Item*

BROWN ACT. Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72-hours prior to a regular meeting. The Corporation posts all Board and Committee agendas at 353 Third Avenue, Chula Vista, CA 91910 and on the DCVA/GTAIA website. Action may not be taken on items not identified as such and posted on the agenda. Meeting facilities may be accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Michelle T de Mercado at 619-422-1982 or via email at info@downtownchulavista.com at least 48-hours prior to the meeting. VITURAL MEETING PARTICIPATION. Under current guidance by the State of California, meetings can be supported with a virtual option, but the participants attending virtually are only permitted to provide comments regarding items agendized and do not count towards Committee/Board quorum or are allowed to vote.



**Downtown Chula Vista Association – Board of Directors’ Meeting**  
**Wednesday, April 10, 2024, at 8:00 AM**  
**In-Person: DCVA Office (353 Third Avenue, Chula Vista, CA. 91910)**  
**Virtual Link: <https://us06web.zoom.us/j/82639703921>**  
**or call 1-669-900-6833 / Meeting ID: 826 3970 3921 / Passcode: 1982**

**PRESENT:** Dr. Gonzalo Quintero, Kevin Lewis, Joe Warren, Jose Barajas (Zoom), Kevin Rhodes, Kevin Pointer, Joe Raso

**ABSENT:** Ron Richie, Eric Vaca

**GUESTS:** Cynthia Kaii (Zoom) and Tom Doyle (City of Chula Vista), Curt Brooker (Fuse Events), Jennifer von Stauffenberg, Sydney Costales, Sylvia Rodriguez (Zoom) (Olive PR), Catt Fields White (Zoom, San Diego Markets), Daniel Casteneda (NextGen), Claudio Verdugo (US Bank)

**STAFF:** Marco Li Mandri, Dominic Li Mandri, Tammy DeLuca, Nick Angulo, Michelle Mercado

**MINUTES:**

<i>Item</i>	<i>Discussion</i>	<i>Action Taken?</i>
1. Introductions / Dr. Gonzalo Quintero, Board President	The meeting was called to order at 8:01 am by District Manager, Dominic Li Mandri.  Dominic reviewed the meeting’s etiquette and introductions were made.	<b><i>No action taken.</i></b>
2. Public Comment (3-Minutes Max Per Person) <i>Please keep comments directed to non-agenda topics.</i>	Business owner, Daniel Casteneda, spoke on the incident that occurred outside of his store location (294 Center Street), on the night of Saturday, April 6, 2024.  Daniel reported that street lighting is very inadequate on Center Street and can be intimidating at night.	<b><i>No action taken.</i></b>

WHERE CULTURE & COMMUNITY MEET

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	<p>Dr. Gonzalo Quintero elaborated that Saturday’s fatal incident was a literal “final straw” event, signaling the late-night business community needs to increase collaboration together to better deter these sorts of incidences. Dr. Q referred to the Association’s ongoing efforts over the past year in the creation of the Good Neighbor Policy and added that the actions of a good or a bad operator impact the entire district.</p> <p>Dominic added that the fundamentals of the Organization have always been about maintaining a clean and safe environment for businesses and customers alike.</p> <p>Dominic finalized that this matter of public safety in downtown is a priority of the Association.</p> <p>Dr. Gonzalo Quintero thanked Daniel Casteneda for coming in.</p>	
3. Community Reports: CVPD, Senator Padilla’s Office, Supervisor Vargas’ Office, Mayor McCann’s Office, Councilmember Preciado’s Office	<p>Cynthia Kauai reported on behalf of Mayor John McCann’s office.</p> <p>Cynthia reported that the vacant District 4 seat has been filled by Rachel Moreno, who was sworn in during the Special Council meeting last Thursday.</p> <p>Cynthia reported that Marco Verdugo was elected as the new city attorney and was sworn in yesterday.</p>	<b><i>No action taken.</i></b>
4. Review of the Minutes from the November 29th, 2023, Meeting	The November 29, 2024, minutes were reviewed on pages 3-13 of the agenda.	<b><i>Kevin Lewis moved to approve the minutes as presented. Dr. Gonzalo Quintero seconded. Unanimously approved.</i></b>
5. Review of the Minutes from the March 13th, 2024, Meeting	The March 13, 2024, minutes were reviewed on pages 14-21 of the agenda.	<b><i>Dr. Gonzalo Quintero moved to approve the minutes as presented. Kevin Lewis seconded. Helmer Rodriguez abstained. Motion passed.</i></b>
6. Committee Reports: Executive Committee / Dr. Gonzalo Quintero, Board President		

<p>6.a. Review of FY24 YTD Draft Financial Reports</p>	<p>6.a. Dominic reported on the FY24 Year-To-Date report on pages 22-25 of the agenda.</p> <p>Dominic reported that no action was taken on the financial report during the April 3<sup>rd</sup>, Executive Committee meeting as the early date of the meeting precluded the financial report from being included in the agenda packet 72 hours before publishing.</p> <p>Dominic reminded the Board that if anyone needed any further clarification to contact him.</p>	<p><b><i>6.a. Kevin Lewis moved to approve the financials as presented Dr. Gonzalo Quintero seconded the motion. Unanimously approved.</i></b></p>
<p>6.b Proposed Draft Addendum to NCA Contract Extension</p>	<p>6.b. Dominic presented an amended copy of the New City America/Greater Third Avenue Improvement Association Supplemental Compensation Summary and Disbursement Policy Contract, on page 26 of the agenda.</p> <p>Dominic clarified that an annual staff performance bonus be based upon:</p> <ul style="list-style-type: none"> <li>• Net revenue, both assessment and non-assessment exceed the annual expenses for the BID and PBID for that fiscal year</li> <li>• The non-assessment revenues have been primarily generated by the efforts/work of New City America staff</li> </ul> <p>Dominic recalled that the Board authorized the Executive Committee to finalize an extension of NCA’s current contract for two additional years back in March 2023.</p> <p>Dominic explained that under the original terms of the management contract (Exhibit B), NCA could be considered for an increase in base compensation after FY2022. Dominic noted that no such request has been made by NCA to date, and that this proposed contract addendum is partly intended to add clarity to the Exhibits terms.</p> <p>Dominic shared that it was the Executive Committee’s recommendation to bring it to the Board for discussion and consideration.</p> <p>The Board reviewed the proposed contract addendum.</p>	<p><b><i>6.b. It was the consensus of the Board to bring this item back to the May Executive Committee meeting for further discussion.</i></b></p>

<p>6.c. Appointment Request: Privacy Protection &amp; Technology Commission</p>	<p>Helmer asked what the decision of the Executive Committee was.</p> <p>Dominic stated that there was no recommendation of endorsement from the Executive Committee, just an action to bring it to the Board for discussion.</p> <p>Dr. Gonzalo shared that he has opposed.</p> <p>Kevin Lewis shared that he was favor.</p> <p>Kevin Pointer found the policy not to be necessary as the Board has the flexibility to do this annually if members see fit.</p> <p>Kevin Pointer added that there is enough ambiguity in exhibit B of the existing contract that would be consistent to this policy and does not see a need for an amendment to approve incentives.</p> <p>Dominic pointed out that the amendment was to provide further transparency and accountability to any potential bonus incentive while overseeing public funds should the Board want to consider this at a future date.</p> <p>Dr. Gonzalo Quintero recommended bringing the item back to the Executive Committee for further discussion.</p> <p>6.c. Dominic reported that he received a call from Mayor John McCann for his consideration to be part of the Privacy Protection &amp; Technology Commission.</p> <p>Dominic reminded the Board he was a member of the task force that formulated this Commission.</p> <p>Dominic anticipated this would be a significant time commitment, but asked if it was the desire of the Board to have him serve on this Commission, representing Third Avenue business and property owners.</p> <p>Kevin Pointer provided a description and context of the Commission to the Board and will abstain from this action item.</p>	<p><b><i>6.c. Kevin Lewis motioned for District Manager, Dominic Li Mandri, to politely decline any role in the Privacy Protection &amp; Technology Commission. Dr. Gonzalo Quintero seconded the motion. Kevin Pointer abstained. Motion passes.</i></b></p>
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<p>6.d. Status of D1 County Grant Applications</p>	<p>Joe Raso asked Dominic if this would benefit the Association should he consider being part of this commission.</p> <p>Dominic shared that the Commission is beneficial but does not necessarily see the need for direct advocacy via this forum.</p> <p>Dominic added that the Association already has a healthy dialog with the City staff and counsel.</p> <p>Kevin Pointer added that even if Dominic chose not to take a role in the Commission, he, or any member would not be restricted from showing up as a representative of the Board.</p> <p>6.d. Dominic reported that staff have received the award letter for the submitted County CE grant that is earmarked for office rent.</p> <p>Dominic added that he anticipates word on the NRP grant by the end of April.</p> <p>The grant money is earmarked for:</p> <ul style="list-style-type: none"> <li>• District banners</li> <li>• New event stage</li> <li>• Funding for architectural renderings for the new Memorial Park Plaza.</li> </ul> <p>Dr. Gonzalo Quintero asked if there is any indication if there will be a delay in assessment funds since there is a delay in the collection of taxes?</p> <p>Dominic said that does not usually interfere but will ask Shirley to investigate that.</p>	<p><b>6.d. No action taken.</b></p>
<p>6.e. Status Report on Pending Items Reported to the Third Avenue Task Force:</p> <p>I. Status of New Enabling Ordinance for the City</p>	<p>I. Dominic reported that he and Marco met with the City Manager last week and with Mayor John McCann this past Monday to discuss the District’s priorities.</p> <p>Dominic shared that the Enabling Ordinance was discussed at both separate meetings.</p>	<p><b>I. No action taken.</b></p>

<p>II. Status of Code Enforcement Related to Unregulated Vending in Downtown</p>	<p>II. Dominic notified the Board that there still is not an established unregulated vending ordinance within the City of Chula Vista.</p> <p>Dominic shared that he is meeting with Councilmember Jose Preciado to discuss the topic food trucks and unregulated vending.</p> <p>The Board discussed possible locations to host food trucks, keeping them all in a designated area.</p> <ul style="list-style-type: none"> <li>• On Park Way along Memorial Park</li> <li>• “The Corral” lot on E Street and Third Avenue</li> <li>• Algo Bueno lot on Madrona Avenue</li> </ul> <p>Dominic reminded the Board that food trucks are a code enforcement issue, and that unregulated vending is a City Council issue that needs to be addressed.</p> <p>Kevin Rhodes suggested contacting CVPD and the County Health Department with urgency and frequency.</p>	<p><b><i>II. No action taken.</i></b></p>
<p>III. Status of Budget Request to the City to Offset Third Avenue Landscaping Costs</p>	<p>III. Dominic reported that there are no updates from City staff since the past discussion of offsetting landscaping costs with the Downtown Parking District Fund or the old Landscape and Lighting District.</p> <p>Dominic confirmed that Tiffany Allen, Assistant City Manager, said there is no money available within those funds.</p> <p>Dominic noted that the Deputy City Manager’s Office directed staff to inquire about the Downtown Parking District fund originally but there hasn’t been any progress since.</p>	<p><b><i>III. No action taken.</i></b></p>
<p>Next Meeting</p>	<p>The next Executive Committee meeting will be on Wednesday, May 1, 2024, at 8:00 am at the DCVA Office, but Dominic requested that all May meetings be pushed back by one week as he will be out of the country.</p>	<p><b><i>No action taken.</i></b></p>



<p>District Identity &amp; Placemaking Committee / Ron Richie, Committee Chair</p> <p>6.a. Olive Public Relations Recap / Sydney Costales</p> <p>6.b. Downtown Chula Vista Farmers Market Sun./Weekly</p> <p>6.c. Taste of Third: Recap</p>	<p>6.a. Sydney Costales and Cree Jones from Olive Public Relations reported on DCVA PR and social media activities on pages 27-28 of the agenda packet.</p> <p>6.b. Catt Fields White reported on the Farmers' Market activity.</p> <p>Catt reported there has been an increase of vendors and sponsorships and that the Market has been tracking exceptionally well.</p> <p>Dominic asked Tammy to provide the month-to-month actuals profit to the Association.</p> <p>Tammy shared the net profit for each month.          January: \$2,646.00          February: \$3,280.00          March: \$5,623.00</p> <p>Catt mentioned that March income was high due to a sponsorship from Go Daddy, and the month had five Sundays.</p> <p>Catt shared that the market had a booth during the Taste of Third which proved successful in getting the word out about the Sunday market especially for those that do not use social media.</p> <p>Catt shared that there still is a need for farmers.</p> <p>Catt mentioned that there are still towing issues every Sunday and would still appreciate <i>NO TOW</i> stickers applied to the street signs.</p> <p>Catt reported that EBT is now accepted at the market.</p> <p>6.c. Curt Brooker provided an overview of the Taste of Third event that occurred on March 21, 2024.</p> <p>Curt reported that a total of twenty-eight restaurants participated this year and staff enhanced the Memorial Park ticket area.</p>	<p><b>6.a. No action taken.</b></p> <p><b>6.b. No action taken.</b></p> <p><b>6.c. No action taken.</b></p>
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<p>6.d. San Diego FC Event in Downtown Chula Vista: Update</p>	<p>Curt reported that the event sold out with one hundred more tickets sold in 2024 over the 2023 event, with a \$16,000.00 net, including sponsorships.</p> <p>Dominic thanked Claudio, on behalf of US Bank, for their support.</p> <p>Kevin Rhodes mentioned that he would appreciate if Fuse considered a second event entrance on the North end of Third Avenue so that those establishments could be provided an equal event start time rather than waiting for ticket holders to make their way from south to north.</p> <p>Jose Barajas agreed with Kevin and shared that establishments off H Street were also missed.</p> <p>Curt understood the feedback and will take that into consideration for next year.</p> <p>6.d. Nick Angulo confirmed that the San Diego FC Chrome Ball event will take place on Saturday, May 4, 2024.</p> <p>Nick confirmed the event street closure will be from F Street to G Street.</p> <p>Nick reported that the event will be from 11am to 10pm.</p> <p>Nick reported on the event’s activations:</p> <ul style="list-style-type: none"> <li>• Main stage</li> <li>• Fashion show</li> <li>• Car show</li> <li>• Trailer</li> <li>• Beer garden</li> <li>• Food vendors</li> <li>• Kid activations</li> <li>• Eight courts</li> </ul> <p>Nick reported that he just received the indemnification agreement from the attorney and had been sent over to SDFC.</p> <p>Kevin Rhodes voiced that because the activation is in Memorial Park and from F Street to G Street, the event is not for his businesses nor for any businesses north of G Street.</p> <p>Dominic shared that he understands but it was not</p>	<p><b>6.d. No action taken.</b></p>
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<p>6.e. DCVA Draft District Banner Policy: Update</p> <p>6.f. Third Avenue Amenity Deployment: Decorative Corner Planters</p>	<p>the decision of the Association as it is not a DCVA event.</p> <p>6.e. Dominic reported that the Task Force reviewed three other San Diego district banner policies and based on those policies, will be drafting one specific to the Association.</p> <p>Dominic reported that the draft banner policy will be reviewed by the DI&amp;P Committee at the next meeting.</p> <p>Dominic reminded the Board that he will be out of the country for the remainder of the month of April, therefore, would like to reconvene in May.</p> <p>6.f. Dominic reported that there are no current updates since he sent a map to Tiffany Allen, Assistant City Manager, with the locations of the planter’s placement on Third Avenue.</p>	<p><b>6.e. No action taken.</b></p> <p><b>6.f. No action taken.</b></p>
<p>Next Meeting:</p>	<p>The next District Identity &amp; Placemaking Committee meeting will take place on Wednesday, May 22,2024, at 9:00 am at the DCVA Office.</p>	<p><b>No action taken.</b></p>
<p>Civil Sidewalks Committee / Dr. Gonzalo Quintero, Committee Chair</p> <p>6.a. Third Avenue Streetscape Landscaping: Progress of Phase II/III Rehabilitation</p> <p>6. b. Notice of Agreement Termination with CAM Services for Quarterly Pressure Washing Services</p>	<p>6.a. Dominic reported that Phase III landscape rehabilitation efforts are in progress.</p> <p>Dominic reported that staff will be making another plant purchase to Terra Bella once Phase III begins.</p> <p>6.b. Dominic presented a copy of the letter of termination to CAM from DCVA on page 29 of the agenda.</p> <p>Dominic reported that CAM Services increased their quarterly services to \$9,300.00.</p> <p>Dominic shared that the letter was to ensure that effective March 29<sup>th</sup>, the Association will no longer require services or accept expenditures relating to the</p>	<p><b>6.a No action taken.</b></p> <p><b>6.b. No action taken.</b></p>

<p>6. c. Acceptance of New Pressure Washing Vendor Proposal</p> <p>6.d. Downtown Entertainment District: Next Steps</p>	<p>contract.</p> <p>6.c. Dominic reported that the Civil Sidewalks Committee authorized staff to issue an RFQ for the solicitation of a new pressure washing service vendor.</p> <p>Dominic provided quotes for the three pressure washing companies that had provided a proposal to staff.</p> <ul style="list-style-type: none"> <li>• CAM: \$9,346.00 per quarter</li> <li>• Clean City: \$11,200.00 (\$700.00 per block with sixteen blocks within the District)</li> <li>• South Bay Pressure Wash: \$4,500.00 per quarter</li> </ul> <p>6.d. Dominic reported that he met with CVPD vice unit last Friday.</p> <p>Dominic shared that he would have a follow up meeting to lay out the strategy for the next steps before meeting with the City Manager.</p> <p>Dominic emphasized that the process is still much in it's early stages and will take time to develop.</p>	<p><b>6.c. Helmer Rodriguez moved to authorized staff to accept the new pressure washing proposal with the understanding a final contract would still come before the Board for review and approval. Joe Raso seconded the motion. Unanimously approved.</b></p> <p><b>6.d. No action taken.</b></p>
<p>Next Meeting</p>	<p>The next Civil Sidewalks Committee meeting will take place on Wednesday April 22, 2024, at 9:00 am, at the DCVA Office.</p>	<p><b>No action taken.</b></p>
<p>Land Use &amp; Project Review / Joseph Raso, Committee Chair</p> <p>6.a. DCVA – ULI Partnership: TAP Committee Progress</p> <p>6.b. RFP for Interactive Kiosks: Update</p>	<p>6.a. Dominic reported that DCVA-ULI Partnership is ongoing.</p> <p>Dominic reported that he provided names for the TAP Committee to reach out to for further research development.</p> <p>6.b. Dominic reported that staff received approval from the Executive Committee last month to issue a RFP to research available interactive digital wayfinding kiosk companies for Downtown Chula Vista.</p> <p>Dominic shared that he would try to publish the RFP before he leaves for his trip to receive proposals upon arrival and to convene for review.</p>	<p><b>6.a. No action taken.</b></p> <p><b>6.b. No action taken.</b></p>

Next Meeting	The upcoming Land Use Committee meeting date will be determined.	<b><i>No action taken.</i></b>
6. Other Business	Nothing to report.	<b><i>No action taken.</i></b>
7. Next Meeting	The next meeting will take place on Wednesday, May 8, 2024, at 8:00 am, in the DCVA office.	<b><i>No action taken.</i></b>
8. Adjournment	The meeting was adjourned at 9:51 am.	<b><i>The meeting was adjourned by consensus.</i></b>

Minutes taken by: Michelle Thomas de Mercado, NCA Staff

2:33 PM

## GTAIA dba Downtown Chula Vista Assoc.

05/02/24

## Balance Sheet

Cash Basis

As of April 30, 2024

	<u>Apr 30, 24</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
US Bank Programs - 2188	30,973.13
US Bank General - 2170	108,539.03
GTAIA Gen Acct- 9112	47,248.38
GTAIA Programs Acct - 9956	14,139.28
<b>Total Checking/Savings</b>	<u>200,899.82</u>
<b>Total Current Assets</b>	<u>200,899.82</u>
<b>TOTAL ASSETS</b>	<u><u>200,899.82</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	
State Payroll Tax Liability	2,273.33
Federal Payroll Tax Liability	<u>-2,273.33</u>
<b>Total Payroll Liabilities</b>	<u>0.00</u>
<b>Total Other Current Liabilities</b>	<u>0.00</u>
<b>Total Current Liabilities</b>	<u>0.00</u>
<b>Total Liabilities</b>	<u>0.00</u>
Equity	
Unrestricted Net Assets	44,068.53
Net Income	<u>156,831.29</u>
<b>Total Equity</b>	<u>200,899.82</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>200,899.82</u></u>

2:33 PM

**GTAIA dba Downtown Chula Vista Assoc.**  
**Profit & Loss Budget Performance**  
**April 2024**

05/02/24

Cash Basis

	Apr 24	Budget	Jan - Apr 24	YTD Budget	Annual Bud...
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>BID Revenue</b>					
Business Licences	0.00	0.00	0.00	① 45,126.00	45,126.00
<b>Total BID Revenue</b>	0.00	0.00	0.00	45,126.00	45,126.00
<b>Non Assessment Income</b>					
Grants	0.00	0.00	0.00	20,001.00	20,001.00
Sponsorships	② 1,380.00		9,994.62		
<b>Total Non Assessment Income</b>	1,380.00	0.00	9,994.62	20,001.00	20,001.00
<b>PBID Revenue</b>					
Prop. Owner Assessments 2024	③ 9,755.32	0.00	353,511.19	485,591.64	485,591.64
<b>Total PBID Revenue</b>	9,755.32	0.00	353,511.19	485,591.64	485,591.64
<b>Program Income</b>					
Farmers Market					
F.M. Vendor Income	④ 14,185.00	7,358.33	39,285.00	④B 29,433.32	88,300.00
<b>Total Farmers Market</b>	14,185.00	7,358.33	39,285.00	29,433.32	88,300.00
<b>Total Program Income</b>	14,185.00	7,358.33	39,285.00	29,433.32	88,300.00
<b>Special Event Income</b>					
Amps & Ales	0.00	0.00	0.00	1.00	1.00
Dia De Los Muertos	0.00	0.00	0.00	1.00	1.00
Lemon Festival	0.00	0.00	0.00	1.00	1.00
Starlight Event	0.00	0.00	0.00	1.00	1.00
Taste of Third	0.00	0.00	0.00	15,501.00	15,501.00
<b>Total Special Event Income</b>	0.00	0.00	0.00	15,505.00	15,505.00
<b>Prior Year Income Over Expenses</b>	0.00	0.00	0.00	31,000.00	31,000.00
<b>Total Income</b>	25,320.32	7,358.33	402,790.81	626,656.96	685,523.64
<b>Gross Profit</b>	25,320.32	7,358.33	402,790.81	626,656.96	685,523.64
<b>Expense</b>					
County Grant Expense	0.00	0.00	0.00	1.00	1.00
<b>ADMINISTRATION</b>					
Accounting Fees	500.00	416.67	2,125.00	1,666.68	5,000.04
Bank /CC Fees	0.00	37.50	34.29	150.00	450.00
Business Registration Fees	0.00	41.67	83.00	166.68	500.04
Dues and Subscriptions	187.32	125.00	928.32	500.00	1,500.00
Insurance					
Excess Liability	0.00	345.83	1,150.00	1,383.32	4,149.96
Auto Insurance	0.00	258.33	757.00	1,033.32	3,099.96
General Liability, D and O	1,870.00	1,025.00	4,098.00	4,100.00	12,300.00
<b>Total Insurance</b>	1,870.00	1,629.16	6,005.00	6,516.64	19,549.92
Legal Fees	1,072.50	41.67	2,447.50	166.68	500.04
Meals and Entertainment	0.00	83.33	0.00	333.32	999.96
Office Expense	284.54	166.67	1,380.82	666.68	2,000.04
Office Supplies	847.32	333.33	2,463.74	1,333.32	3,999.96
Outside Contract Services	16,000.00	16,000.00	64,000.00	64,000.00	192,000.00
Postage, Mailing Service	20.40	75.00	71.00	300.00	900.00
Printing and Copying	363.49	125.00	1,546.64	500.00	1,500.00
Rent, Parking, Utilities	4,112.56	3,916.67	16,450.24	15,666.68	47,000.04
Telephone, Telecommunications	462.69	458.33	1,948.11	1,833.32	5,499.96
Utilities	141.99		141.99		
Waste Services	304.47	300.00	1,652.35	1,200.00	3,600.00
<b>Total ADMINISTRATION</b>	26,167.28	23,750.00	101,278.00	95,000.00	285,000.00
<b>DI&amp;P</b>					

2:33 PM

**GTAIA dba Downtown Chula Vista Assoc.**  
**Profit & Loss Budget Performance**  
**April 2024**

05/02/24

Cash Basis

	Apr 24	Budget	Jan - Apr 24	YTD Budget	Annual Bud...
Advertising and Promotions	267.43	416.67	2,062.79	1,666.68	5,000.04
Public Relations	5,000.00	5,000.00	19,400.00	20,000.00	60,000.00
Rebrand & Photo Budget	0.00	0.00	0.00	83.33	83.33
Website and Hosting	0.00	366.67	4,888.68	1,466.68	4,400.04
<b>Total DI&amp;P</b>	<b>5,267.43</b>	<b>5,783.34</b>	<b>26,351.47</b>	<b>23,216.69</b>	<b>69,483.41</b>
<b>Event Expenses</b>					
<b>Farmers Market</b>					
F.M.-Consultant	5,623.03	1,983.17	13,604.99	7,932.68	23,798.04
F.M.- Staffing	1,699.81	2,366.67	6,397.25	9,466.68	28,400.04
F.M.- Payroll & Taxes	412.74		1,530.86		
F.M.- Permits & Fees	380.00	100.00	562.00	400.00	1,200.00
F.M.-Printing	0.00	125.00	0.00	500.00	1,500.00
F.M. - Equipment Rentals	906.54	800.42	3,398.01	3,201.68	9,605.04
<b>Total Farmers Market</b>	<b>9,022.12</b>	<b>5,375.26</b>	<b>25,493.11</b>	<b>21,501.04</b>	<b>64,503.12</b>
Event Expenses - Other	50.00	0.00	2,770.06	5.00	5.00
<b>Total Event Expenses</b>	<b>9,072.12</b>	<b>5,375.26</b>	<b>28,263.17</b>	<b>21,506.04</b>	<b>64,508.12</b>
<b>CIVIL SIDEWALKS</b>					
<b>Compensation &amp; Benefits</b>					
Cell Phone Allowance	120.00		390.00		
Workers Comp	-1,398.00		2,032.00		
Salaries & Wages	10,719.26		42,082.72		
Payroll Processing Fees	146.02		865.50		
Payroll Taxes	832.98		4,010.01		
Health Insurance	1,612.53		2,063.10		
Compensation & Benefits - Other	0.00	13,250.00	0.00	53,000.00	159,000.00
<b>Total Compensation &amp; Benefits</b>	<b>12,032.79</b>	<b>13,250.00</b>	<b>51,443.33</b>	<b>53,000.00</b>	<b>159,000.00</b>
<b>District Utilities</b>	5,482.80	2,083.33	14,391.38	8,333.32	24,999.96
Equip Rental & Maintenance	0.00	250.00	0.00	1,000.00	3,000.00
Landscape Contracted Services	920.00	833.33	3,680.00	3,333.32	9,999.96
<b>Maintenance Services</b>					
<b>Auto</b>					
Fuel	393.00	300.00	1,344.61	1,200.00	3,600.00
Maintenance & Sevice	0.00	33.33	56.57	133.32	399.96
<b>Total Auto</b>	<b>393.00</b>	<b>333.33</b>	<b>1,401.18</b>	<b>1,333.32</b>	<b>3,999.96</b>
<b>Total Maintenance Services</b>	<b>393.00</b>	<b>333.33</b>	<b>1,401.18</b>	<b>1,333.32</b>	<b>3,999.96</b>
Maintenance Supplies	2,507.21	1,250.00	6,008.38	5,000.00	15,000.00
Nursery Supplies & Equipment	253.49	833.33	3,731.31	3,333.32	9,999.96
Sidewalk Pressure Washing	0.00	3,166.67	8,859.00	12,666.68	38,000.04
Uniforms	0.00	125.00	552.30	500.00	1,500.00
<b>Total CIVIL SIDEWALKS</b>	<b>21,589.29</b>	<b>22,124.99</b>	<b>90,066.88</b>	<b>88,499.96</b>	<b>265,499.88</b>
<b>Total Expense</b>	<b>62,096.12</b>	<b>57,033.59</b>	<b>245,959.52</b>	<b>228,223.69</b>	<b>684,492.41</b>
<b>Net Ordinary Income</b>	<b>-36,775.80</b>	<b>-49,675.26</b>	<b>156,831.29</b>	<b>398,433.27</b>	<b>1,031.23</b>
<b>Net Income</b>	<b>-36,775.80</b>	<b>-49,675.26</b>	<b>156,831.29</b>	<b>398,433.27</b>	<b>1,031.23</b>



**Balance Sheet Notes**

The amounts you see in the Banner Bank GTAIA accounts we will leave there until the end of May to make sure all autopay's have been successfully transferred to US Bank.

**April 24 P & L Notes**

- 1. Adjusted projected income increased \$9,000.00**
- 2. SDFC Banner Sponsor Program \$1,080.00 and \$300.00 street closure reimbursement**
- 3. FY24 PTAX payment #8**
- 4. March Famers Market income**  
**4B – We have exceeded our Farmers Market income by 10K so far**
- 5. Worker's comp audit refund for 2023**
- 6. Utilities are increased due to water leak at 294 Madrona St leak has been repaired.**



May 8<sup>th</sup>, 2024

Dear Mayor McCann and Members of the Chula Vista City Council,

I am writing to you on behalf of the Downtown Chula Vista Association and its community of business owners to express our enthusiastic support for the continuation of the curb café/sidewalk encroachment permit program that was established in response to the COVID-19 pandemic.

Since its inception, the curb café/sidewalk permit program instituted on Third Avenue has proven to be paramount to the revitalization of the City's downtown district. Not only has the program provided a safe and enjoyable environment for residents and visitors to dine and socialize, but it has also served as a vital stimulus to the participating bar/restaurant businesses still recovering from the impacts of the pandemic. The program and its permitted easements into adjacent sidewalk and street parking spaces have allowed our downtown businesses to expand venue capacity, provide customers a more scenic dining experience, and ultimately engender a more vibrant atmosphere on Third Avenue, all the while increasing our collective contribution to the City's revenues and reputation.

The downtown business community urges the City to consider the positive economic impacts of preserving these outdoor spaces and easements and to consider a policy that formalizes them as permanent, permitted fixtures in our downtown street and sidewalk spaces. Your support in this matter is greatly appreciated and will undoubtedly contribute to the continued success and prosperity of Downtown Chula Vista.

Thank you for your attention to this important issue. We look forward to working together to ensure a bright future for our downtown community.

Sincerely,

*Dr. Gonzalo J. Quintero*  
*Board President*  
*Downtown Chula Vista Association*

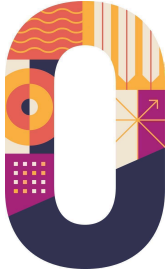
WHERE CULTURE & COMMUNITY MEET

**DOWNTOWN CHULA VISTA ASSOCIATION**

353 THIRD AVENUE • CHULA VISTA, CALIFORNIA 91910

619.422.1982 • DOWNTOWNCHULAVISTA.COM

DOWNTOWNCHULAVISTA • DOWNTOWNCHULAVISTACA • DOWNTOWNCHULA



## DCVA Board Meeting PR & Social Media Report Wednesday, May 8, 2024

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### Pitches

#### **Lemon Festival - long leads**

- Expected online coverage North County Sun, DoSD, There San Diego, Chula Vista Living, The Star News
- Expected broadcast coverage on CBS 8, NBC 7, FOX 5, and KXYX
- Secured online coverage on KPBS
- Secured newsletter coverage on DoSD

#### **SDFC Chrome Ball Tour | Chula Vista**

- Expected broadcast coverage on ABC 10, FOX 5, KUSI, CBS 8, and KXYX
- Expected online coverage on San Diego Red, San Diego Magazine
- Secured print coverage on San Diego Union Tribune
- Secured online coverage on Axios San Diego, San Diego Union Tribune, Star News, Chula Vista Living, Chula Vista Today, and San Diego Metro
- Secured newsletter coverage on Axios San Diego and DoSD
- Secured broadcast coverage 101.5, ABC 10, FOX 5, ABC 10, KUSI, CBS 8 and NBC 7

#### **Craft Breweries in DCV**

- Expected broadcast coverage on KUSI

#### **Other**

- Expected print and online coverage on Travel Host
- Secured online coverage on Star News

#### **General**

- Coordinated with SDFC team and local vendors to promote Chrome Ball Tour Chula Vista stop
- Jennifer and team met with Chris and Nick to provide insight and discuss Univision contract


### **SOCIAL MEDIA**

#### **Recap & Highlights**

- Gained 533 new followers
- Earned 174K impressions (9% increase)

- Earned over 8.1K engagements (72% increase)
- Promoted San Diego FC Chrome Ball Tour
- Promoted national days and holidays such as National Pet Day, National Beer Day & Earth Day

**SOCIAL MEDIA ANALYTICS (Last 30 days as of May 3)**

Social Media	New fans/followers	Total fans/followers	Engagement	Impressions
 Downtown Chula Vista [IG]	329	12,510	3,713	81,207
 Downtown Chula Vista [FB]	204	13,467	4,432	92,490

**Top content - Instagram (Based on engagement)**

Best performing content published during the selected period.



Apr 3, 2024 · Downtown Chula Vista [IG]

**A home run for art lovers and fans alike! Check out the newest additio...**

Reach	17,339
Comments	21
Likes	1,111
Saves	22
<u>Engagement</u>	1,363
<u>Engagement rate per reach</u>	7.9%
<u>Engagement rate per impression</u>	7.6%



Apr 9, 2024 · Downtown Chula Vista [IG]

**Rooted in rich history, our community stands as the beating heart of the...**

Reach	6,418
Comments	11
Likes	404
Saves	11
<u>Enggement</u>	479
<u>Enggement rate per reach</u>	7.5%
<u>Enggement rate per impression</u>	7.4%



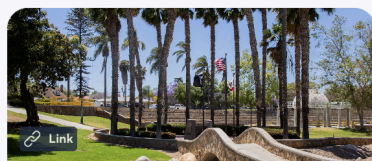
Apr 25, 2024 · Downtown Chula Vista [IG]

**Step back in time and discover the rich legacy of small businesses in o...**

Reach	3,948
Comments	6
Likes	332
Saves	2
<u>Enggement</u>	355
<u>Enggement rate per reach</u>	9%
<u>Enggement rate per impression</u>	8.3%

**Top content - Facebook (Based on engagement rate per reach)**

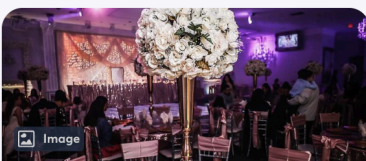
Best performing content published during the selected period.



Apr 16, 2024 · Downtown Chula Vista [FB]

**As the countdown to Earth Day begins, let's amplify our love for...**

Reach	1,995
<u>Engaged users</u>	249
<u>Clicks</u>	88
<u>Other clicks</u>	153
<u>Engagement rate per reach</u>	12.5%
<u>Engagement rate per impression</u>	7.8%



Apr 21, 2024 · Downtown Chula Vista [FB]

**From intimate gatherings to grand celebrations, our community offers...**

Reach	2,228
<u>Engaged users</u>	229
<u>Clicks</u>	24
<u>Other clicks</u>	177
<u>Engagement rate per reach</u>	10.3%
<u>Engagement rate per impression</u>	7.6%



Apr 9, 2024 · Downtown Chula Vista [FB]

**Rooted in rich history, our community stands as the beating heart of the...**

Reach	6,656
<u>Engaged users</u>	658
<u>Clicks</u>	309
<u>Other clicks</u>	277
<u>Enggement rate per reach</u>	9.9%
<u>Enggement rate per impression</u>	9.2%

April 16, 2024

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South Bay Power Washing Inc. / Ricky Sanchez  
2131 A Avenue  
National City, CA 91950

RE: Power Washing Contract for Downtown Chula Vista Association

Dear Mr. Sanchez:

This Letter Agreement (“Agreement”) is entered into effective as of April 29, 2024 (the “Effective Date”), by and between the Greater Third Avenue Improvement Association dba. Downtown Chula Vista Association, located at 353 3<sup>rd</sup> Avenue, Chula Vista, California, a California not for profit (the “DCVA”), on the one hand, and South Bay Power Washing, Inc, with its principal office located at 2131 A Ave., National City, CA 91950 (“Vendor”), on the other. The DCVA and Vendor are sometimes referred to herein each as a “Party” and together as the “Parties.”

**1. Services.** During the Term (see Section 3 below) of this Agreement, Vendor will provide services (the “Services”) as described in Exhibit A hereto, which is hereby incorporated by this reference, to the DCVA on the schedule set forth in Exhibits A and area set forth in A-1. Vendor shall use reasonable efforts to perform and complete the Services in a timely manner and in accordance with the DCVA’s instructions and this Agreement. No Services shall be rendered except under the terms and conditions of this Agreement. The Services to be performed by Vendor may be changed only if agreed to in writing by Vendor and the DCVA.

**2. Payment for Services.** In consideration of the timely and full, satisfactory performance of the Services, the DCVA agrees to pay Vendor the fees set forth in Exhibit A-2.

**(a) *Assistants.*** Should Vendor retain the assistance of any other person or entity other than Vendor’s employees (including subcontractors of Vendor) (singularly and collectively, “**Assistants**”) to perform the Services, Vendor agrees and warrants that such Assistants shall execute an agreement containing identical terms as set forth in this Agreement with regard to the obligations imposed on Vendor under this Agreement, including the insurance requirements, and that as between the Parties solely Vendor shall be responsible for any and all payments due to such Assistants. Vendor’s selection of subcontractors shall be subject to the DCVA’s prior approval, which will not be unreasonably withheld. In addition, all contracts between Vendor and its subcontractors shall (i) be in writing, (ii) contain substantially the same insurance requirements provided in this Agreement, naming the additional insureds as provided by this Agreement, and (iii) provide that the DCVA shall be regarded as a third-party beneficiary of such agreements, but shall not constitute a direct agreement between the DCVA and such subcontractors.

**(b) *Payment Schedule & Invoices.*** The undisputed amounts due to Vendor will be paid within thirty (30) days after the DCVA’s receipt of Vendor’s invoice. Vendor’s invoice shall include details such as hourly rates, number of hours performed, deliverables provided, and other relevant information required such as photos of work completed. Vendor shall provide any and all supplementary documentation to substantiate the amount charged, upon request by the DCVA.

(c) **Costs and Expenses.** Vendor shall be responsible for all costs and expenses incidental to the performance of Services except for those reimbursable expenses specifically set forth in Exhibit A (“Reimbursable Expenses”). The DCVA shall not be obligated to pay any amounts to Vendor for Reimbursable Expenses unless Vendor supplies reasonable supporting documentation to substantiate such costs (e.g., copies of unaltered third-party invoices). Vendor shall be solely responsible for payment of all costs of equipment provided by Vendor and all applicable sales, use, or other taxes assessed against or associated with the Services or any other service authorized by the DCVA under this Agreement, except taxes based on the net income of the DCVA. Vendor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

(d) **No Payment Obligation.** In the event of any material breach of any representations or warranties set forth in this Agreement, or of any material obligations of Vendor under this Agreement, the DCVA shall not be obliged to make any payments under this Agreement for services provided after DCVA provides notice to terminate and termination to Vendor. Any existing payment obligation for services provided by Vendor prior to termination shall be made in accordance with this Section 2.

(e) **Payment for Canceled Services.** The DCVA may, at any time and with or without cause, cancel any aspect of the Services upon sixty (60) days’ written notice to Vendor (email shall suffice for this purpose). In the event of any such cancellation, Vendor shall be compensated for any Services rendered and accepted (pursuant to the terms of this Agreement) prior to the date noticed for such cancellation, but any compensation allocated to Services which were yet to be rendered with regard to any canceled aspect of the Services shall then be eliminated, and the DCVA shall not be obligated to pay for any such canceled Services.

3. **Term and Renewal.** The initial term of this Agreement will commence as of the Effective Date and continue for one (1) year, unless earlier terminated by either Party pursuant to this Agreement (the “Term”). The Agreement shall automatically renew for successive one (1) month terms unless earlier terminated by any Party pursuant to this Agreement. For convenience each renewal term shall also be referred to herein as the “Term” and this Agreement shall govern each renewal Term. If any Service has not been completed when the Term expires, the terms, covenants and conditions of this Agreement shall remain in full force and effect as to that Service.

(a) **Termination.** The DCVA may cancel this Agreement as described in Section 2(e) above and Vendor may terminate this Agreement with or without cause at any time upon sixty (60) days’ prior written notice to the DCVA. In the event of such termination, and subject to the terms of Section 2(e) above, Vendor shall be paid for any portion of the Services that have been performed prior to the termination. If a Party fails to perform any material provision of this Agreement, and the non-defaulting Party gives written notice to the defaulting Party that if the default is not cured within ten (10) days or a reasonable time if ten (10) day is insufficient (the “Cure Period”) the Agreement will be terminated, and the default is not cured to the reasonable satisfaction of the non-defaulting Party during such period, then the Agreement shall automatically terminate at the end of the Cure Period.

(b) **Survival.** This Agreement’s provisions pertaining to intellectual property rights, limitation on liability, indemnification obligations, shall survive such termination or expiration.

4. **Independent Contractor.** Vendor is, and at all times shall be an independent contractor, and is not an agent, employee or representative of the GTAIA/DCVA. Vendor shall perform the Services and all services hereunder in good faith and in a professional, competent manner in compliance with all applicable laws, rules and regulations, including but not limited to any requirement for a Chula Vista Business Tax Certificate. Vendor is not, and shall not

represent itself to be, a representative or agent of the DCVA, and Vendor shall not permit any Assistants, if any, to hold themselves out as employees or agents of the DCVA. Neither Vendor, nor any partner, agent or employee of Vendor, has authority to enter into contracts that bind the DCVA or create obligations on the part of the DCVA without the prior express written authorization of the DCVA.

5. **Intellectual Property Rights.**

(a) ***Defined.*** As used in this Agreement, “***Intellectual Property***” means any and all of the following: (a) all rights using all technologies, electronic or otherwise and whether now known or hereafter created, associated with works of authorship throughout the Universe, including patents, designs, copyrights, moral rights, algorithms and other industrial property rights; (b) trademark and trade name rights and similar rights and all business goodwill associated therewith; (c) trade secret rights; (d) all other intellectual and industrial property rights (of every kind and nature throughout the Universe and however designated and whether now known or hereafter created, including logos, “rental” rights, rights of publicity, and rights to remuneration), whether arising by operation of law, contract, license, treaty or otherwise; and (e) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) ***Rights to Deliverables.*** The Parties wish to memorialize their earlier oral agreement that any and all work performed, or to be performed, by Vendor, including work created by Vendor’s Assistants, if any, for the DCVA (singularly and collectively, the “**Work**”) shall be owned by Vendor. Vendor shall grant DCVA a license to use any such Intellectual Property. However, Vendor shall not have the right to use work that identifies or refers to DCVA without first obtaining DCVA’s written approval.

(c) ***Reservation of Rights.*** Except as expressly set forth herein, Vendor understands and agrees that no license, right, title or interest in any DCVA Intellectual Property is granted hereunder and Vendor will not gain by virtue of this Agreement any rights of ownership in any DCVA Intellectual Property. Vendor shall not make, have made, sell, offer to sell, use, disclose, reproduce, distribute, perform, display, modify, copy or create any derivative works of any DCVA Intellectual Property in any form or forum without the DCVA’s prior written consent. The DCVA reserve all rights not expressly granted in this Agreement.

6. **Insurance.** Without limiting its indemnification obligations hereunder, Vendor shall, throughout the duration of this Agreement, at its expense, carry insurance for itself and shall ensure that any of its subcontractors also carry the following insurance, which complies with the requirements of this Section and the requirements set forth in Exhibit B, which is incorporated by this reference.

(a) ***Additional Insurance.*** Vendor shall purchase such additional insurance, if any, as may be normally and customarily maintained by reputable consultants performing similar services in San Diego County or as otherwise reasonably required by the DCVA.

(b) ***Certificates of Insurance; Additional Insured.*** The insurance required to be maintained by Vendor under this Agreement shall be written for not less than any limits of liability specified in this Agreement (including its Exhibit A), or required by law, whichever is greater. Certificates of insurance acceptable to the DCVA shall immediately be filed with the DCVA, if not filed already. The certificates shall set forth evidence of all coverages required to be maintained by Vendor under this Agreement and the provisions limiting cancellation and modification contained herein, and will evidence that the premiums for all coverages required to be maintained by Vendor have been paid in advance for the annual period applicable to the coverage in question. The form of certificate shall be as required by the DCVA and City of Chula Vista. Vendor shall furnish to the DCVA copies of any endorsements that are subsequently issued amending limits of coverage. Copies of all insurance policies required to be maintained by Vendor and its subcontractors shall be delivered to and approved by the DCVA. Upon receipt of any notice of cancellation or alteration, Vendor shall within ten (10) days, provide the DCVA with a copy of such notice and procure other policies of insurance, similar in all respects to the policy or policies about to be canceled or altered, and, if Vendor fails to provide, procure and deliver acceptable policies of insurance, or satisfactory

evidence thereof, in accordance with the terms hereof, then at the DCVA's option, the DCVA may obtain such insurance at the cost and expense of Vendor, without the need of any notice to Vendor (and Vendor shall, if required by the DCVA, fully cooperate in connection with the foregoing, including, without limitation, furnishing upon demand all information that may be requested in connection therewith). Vendor and any subcontractors, as applicable, shall immediately cease all Services in the event of any lapse of any required insurance and shall not recommence Services until all required insurance has been reinstated with such policies reapproved by the DCVA. Vendor shall name the following parties (together with their affiliates or related entities and their respective successors and assigns) as Additional Insureds using Form Acord 25 (2016/03) or its equivalent on each of its insurance policies: Downtown Chula Vista Association, its members, directors, officers, agents, affiliates and related entities and their successors and assigns, and the City of Chula Vista, its Councilmembers, directors, officers, agents and employees as their interests may appear. The Certificate Holder should be listed as "Downtown Chula Vista Association." Vendor shall also include such Additional Insureds as the DCVA shall require from time to time.

(c) **Insurance Coverage Requirement.** If Vendor fails to keep in effect at all times the insurance coverages required by this Agreement, the DCVA may, in addition to and cumulative with any other remedies available at law, equity, or hereunder, withhold payments to Vendor required under this Agreement in an amount sufficient to procure the insurance required herein.

**7. Bankruptcy.** The DCVA shall be entitled to immediately, without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Vendor files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Vendor in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of the performance of obligations under the Agreement may continue until such time as the Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

**8. Representations and Warranties.** Vendor represents and warrants that: (i) neither Vendor nor any of Vendor's partners, Assistants, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement; (ii) Vendor's performance of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Vendor in confidence or in trust prior to commencement of this Agreement; (iii) Vendor has the right to disclose and/or use all ideas, processes, works, copyrights, techniques and other information, if any, which Vendor has gained from third parties and which Vendor discloses to the DCVA or uses in the course of performance of this Agreement, without liability to such third parties and, in any event Vendor shall not include any third party products, ideas, processes, works or other techniques in any deliverables or Services provided to the DCVA, without the express, written prior approval of the DCVA; (iv) Vendor has not granted and will not grant any rights or licenses to any Intellectual Property or technology that would conflict with Vendor's obligations under this Agreement; (v) the representations made by Vendor in Exhibit B are true and correct as of the Effective Date; and (vi) Vendor shall comply with all applicable laws and regulations in each city, region, province, state, country or other jurisdiction in which Vendor acts under this Agreement.

**9. Indemnification.**

(a) To the furthest extent permitted by law, DCVA shall defend, indemnify, and hold harmless the Vendor and its members, directors, officers, partners, agents, attorneys, and employees (collectively, the "Vendor Indemnified Parties") from any and all claims, losses, liability, or damages, including reasonable attorneys' fees (collectively, "claims"), arising out of, pertaining to, or relating to DCVA's performance under this Agreement. This obligation to indemnify shall extend to all claims that arise from the negligence, whether active or passive, or willful misconduct of DCVA, excepting those claims arising from the sole negligence or willful misconduct of the Vendor Indemnified Parties. Vendor shall have the right to accept or reject any legal representation that the DCVA proposes to defend the Vendor Indemnified Parties



(b) To the furthest extent permitted by law, Vendor shall defend, indemnify, and hold harmless DCVA and its members, officers, agents, and employees (collectively, the “DCVA Indemnified Parties”) and the City of Chula Vista and its elected and appointed officials, officers, agents and employees (collectively, the “City Indemnified Parties”), from any and all claims, losses, liability, or damages, including reasonable attorneys’ fees (collectively, “claims”), arising out of, pertaining to, or relating to Vendor’s performance under this Agreement. This obligation to indemnify shall extend to all claims that arise from the negligence, whether active or passive, or willful misconduct of the Vendor, excepting those claims that arise from the sole negligence or willful misconduct of the DCVA Indemnified Parties. DCVA shall have the right to accept or reject any legal representation that the Vendor proposes to defend the DCVA Indemnified Parties.

**10. Entire Agreement, Modification, and Interpretation.** This Agreement sets forth the entire agreement and understanding of the Parties, and merges and supersedes all prior agreements, writings, commitments, discussions and understandings between them, relating to the specific subject matter herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by both Parties. No provisions in any written order, purchase order or similar documents submitted by either Party shall in any way modify or append this Agreement. In the event of a conflict between the terms and conditions of the main body of this Agreement and its Exhibits, the terms and conditions of the main body of this Agreement shall control in the event of a conflict between the terms and conditions of Exhibit A (Services to be Performed) and Exhibit B (DCVA Insurance Requirements). The variable use of words in their singular and plural and gender-specific or gender-neutral forms shall not be construed as altering their substantive meaning or affecting this Agreement in any way.

**11. Governing Law and Venue.** This Agreement shall be exclusively interpreted, construed, and enforced in all respects in accordance with the laws of the State of California without reference to its choice of law rules. Subject to Section 18 (Mediation), I Parties agree that venue for any and all disputes hereunder, or action on any obligation hereunder, will be exclusively brought in an appropriate state court in San Diego County, California or in the United States District Court for the Southern District of California, and the Parties irrevocably consent to the jurisdiction of such courts for any dispute hereunder or action on any obligation hereunder.

**12. Waiver.** No delay, omission, or failure to exercise any right or remedy provided for in this Agreement shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such remedy, but every such right or remedy may be exercised, from time to time, as may be deemed expedient by the Party exercising such right or remedy.

**13. Severability.** If any provision of this Agreement is determined by competent authority to be prohibited or unenforceable in any jurisdiction, then (i) such provision shall be excluded from this Agreement as to such jurisdiction, solely to the extent of such prohibition or unenforceability, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, (ii) the balance of the Agreement shall remain valid and be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

**14. No Presumption Against Drafting Party.** This Agreement shall be construed within its fair meaning and in interpreting this Agreement no inference shall be drawn against the drafting party. **EACH PARTY HAS BEEN AFFORDED THE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL WITH REGARD TO ITS RIGHTS AND OBLIGATIONS PURSUANT TO THIS AGREEMENT AND HAS EITHER SOUGHT OR REFUSED THE ADVICE OF SUCH COUNSEL.**

**15. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**16. Assignment.** Vendor acknowledges that Vendor’s services hereunder are of a unique, innovative and personal nature and that accordingly this Agreement cannot be assigned or transferred by Vendor or to or by any third party under any circumstances, including by court order, operation of law, statute, regulation, ordinance,

or otherwise, without the DCVA's prior express written consent, which shall not be unreasonably withheld. Subject to the foregoing restrictions on assignment, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns.

**17. Notice.** Any notice required to be given pursuant to this Agreement shall be in writing and delivered either personally or by recognized overnight express service with proof of receipt and shall be effective when delivery is confirmed to each Party at its address above. Each Party may change the address to which notice is to be sent by written notice to the other Party pursuant to this section. Notices permitted by the terms of this Agreement to be delivered by email shall be delivered to the following email addresses:

For Vendor South Bay: southbaypowerwashing@gmail.com

For DCVA: [info@downtownchulavista.com](mailto:info@downtownchulavista.com) & dominic@newcityamerica.com

**18. Mediation.** Both Parties agree that any dispute shall be first taken to non-binding mediation by a mediator acceptable to both parties. Such mediation shall occur within thirty (30) days following receipt of notice of the dispute or as soon thereafter as can be reasonably scheduled. If any controversy between the DCVA and Vendor arising out of this Agreement shall remain unresolved after five (5) days following the conclusion of the mediation of the dispute, then such dispute shall be heard by a reference pursuant to the provisions of California Code of Civil Procedure Section 638 et seq. The DCVA and Vendor shall agree on a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. The cost of any mediation or reference proceeding shall be borne equally by the DCVA and Vendor; provided, however, the prevailing party in any reference proceeding shall be entitled, in addition to all other costs provided for herein, to recover their one half (1/2) contribution for the cost of the reference as an item of damage or recoverable costs. Notwithstanding anything to the contrary contained herein, unless otherwise requested by the DCVA in writing, Vendor shall continue to perform its obligations hereunder during pendency of any dispute, any mediation, any judicial reference proceeding or any court proceeding, and the DCVA agrees to make payment (to the extent properly due) to Vendor in accordance with this Agreement.

Sincerely,

Greater Third Avenue Improvement Association DbA. Downtown Chula Vista Association,

a California not for profit corporation

By: DominicLiMandi\_\_\_\_\_

District Manager, Downtown Chula Vista Association

AGREED TO AS OF THIS DAY 29, April 2024.

South Bay Power Washing, Inc.

\_\_\_\_\_  
Ricky Sanchez, Owner

## Exhibit A

### General Service Provisions

- Power washing on 3rd Avenue from H Street to E Street. A total of 16 Sidewalks. The specific service area is illustrated as the dark green shaded area in Exhibit A-1, also referred to as Third Avenue Enhanced Service Area.
- Reclaim water and cover all storm drains (use City approved compliant methods)
- Power washing to be done after business hours.
- Photos to be emailed to DCVA District Manager of before and after power washing has been completed each block within the service map (Exhibit A-1)
- 2nd Quarter, 2024 - April, May, June - Service date to be approved by DCVA District Manager
- 3rd Quarter, 2024 - July, August, September - Service date to be approved by DCVA District Manager
- 4th Quarter, 2024 - October, November, and December - Service date to be approved by DCVA District Manager
- 1st Quarter 2025 - January, February, March - Service date to be approved by DCVA District Manager

### Service Scope of Work:

The scope of work shall include quarterly scheduled power washing of sidewalks that accomplishes the following:

- Removal of dirt and stains
- Removal of human and animal waste and stains
- Removal of food waste and stains
- Removal of graffiti on sidewalks. The contractor is responsible for providing additional supplies and equipment.
- Removal of curb line stains.
- Removal of sidewalk trash and litter before power washing. At no time should trash and debris be swept onto the street.
- Contractor is required to utilize an environmentally and pet-friendly odor eliminator product for each sidewalk serviced.
- Cleaning of base & top of public trash cans in the public right of way
- Cleaning of all sidewalk tree grates.
- Removal of gum and other substances/objects that may stick to sidewalk surfaces
- Reclamation of all power wash water runoff.
- Power washing wand/gun cannot exceed 10 inches from the sidewalk.
- Legible "Caution" & "Closed Bike Lane" signs placed on every sidewalk/bike lane being power washed. Place barriers to block sidewalk/bike lane access to pedestrians, cyclists, motor scooters, or other means to prevent slip and fall incidents while allowing for ADA access.

### Technical Specifications:

- Contractor shall furnish all equipment including, but not limited to, all trucks, tanks, hand brooms, scrapers, scrub brushes, hoses, window squeegee, and other equipment necessary to clean all sidewalks thoroughly.
- The truck(s) utilized in this contract shall be equipped with a cover to prevent debris from blowing out the truck during transport.
- Contractor shall ensure all employees are provided with personal protective equipment (PPE) daily. The contractor Supervisor will ensure PPE equipment is used during contractor hours.
- Contractor shall possess or shall be able to obtain necessary replacement equipment and staffing to ensure that the work will be performed without regard to equipment failures or absenteeism of employees.
- Each vehicle will have a unique vehicle identification number.
- Contractor is to list equipment and employees proposed to be used in this contract, including:
  - Vehicle make, model, year
  - Pressure washing equipment make, model, year, PSI, and noise decibel
  - Information stating whether a pressure washer is installed on the vehicle or towed on a trailer
  - Number of people proposed to perform contract services on days specified

### Washing Requirements:

After removing all debris from the sidewalk, the entire sidewalk shall be washed with a high-pressure washer (2,000 psi minimum) to remove all dirt, liquids, and other pedestrian/vehicle residue. Pressure washers shall be able to attain a minimum temperature of 160 degrees. Drop inlet grates shall be free from debris when completed. No mechanical cleaning devices shall be driven on the sidewalk.

Any use of harmful products to the environment shall be cause for punitive action from Federal, State, Regional, and City of Chula Vista stormwater waste.

### Performance Standards:

**Management** - Contractor shall provide management services, including but not limited to employee supervision, work scheduling, supplies control, quality control, and management availability.

**Employee Supervision** - Contractor shall supervise employees to ensure the execution of proper duties and adherence to contractual requirements. The contractor's supervisor must make a per service inspection of the downtown sidewalks and document their inspections with photo documentation.

**Dismissal of Unsatisfactory Employees** - If, in the opinion of DCVA, an employee of the Contractor is incompetent or disorderly, refuses to perform by the terms and conditions of the contract, threatens or uses abusive language while on duty, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

The removal of an employee is not to affect the quality or timeliness of the contract in any way.

**Quality Assurance** - Whenever complaints are received from building occupants, an inspection by DCVA will be made to validate the complaint. If valid, DCVA will notify the Contractor who needs to take corrective action within a reasonable period of time (generally a 72 hr. period, or at most one week). Continued failure and poor performance shall be cause for termination of the contract.

**Participation** - Contractor, must learn about all services provided by DCVA and notify supervisor on the duty of any issues (e.g., trash on the sidewalk, safety issues.).

**Protection of Existing Facilities** - The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will be promptly repaired to the condition existing before the injury or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

Extreme care shall be taken to prevent water from entering store basements and storefronts through sidewalk elevators and door sills.

**Frequency:** The DCVA may request additional or less frequent power washing services with the appropriate increase or decrease of fees at any time and for any reason.

**Storm Water Regulations:** Must comply with the City of Chula Vista and other local, state, and federal agencies that regulate the discharge of unauthorized products and materials into the stormwater conveyance system.

**Noise Regulations:** Must comply with sections of the Chula Vista Municipal Code that regulate noise levels within the City. You should visit the following links for specific requirements:

**Water Use Regulations:** Must comply with the City of Chula Vista and other local, state, and federal agencies that regulate water use.

**Duties of Contractor:** DCVA, at this moment, retains the Contractor as an Independent Contractor to maintain and perform the services outlined in this Agreement beginning on the Commencement Date. Contractor shall perform the following duties:

- Contractor will visit the site and conduct work with a complete understanding of the requirements for the inherent hazards and necessary precautions involved in safely conducting the work.
- Contractor will not obstruct ADA ramps unless appropriate signs are located at the end of each block.
- Contractor shall have an ongoing Safety Training Program for its employees assigned to this contract. Employees shall always be certified in Cardiopulmonary Resuscitation and First Aid skills. The contractor must provide certificates.
- Contractor shall have direct two-way voice communications with all field managers and supervisors directing work under this contract.
- Contractor shall maintain casualty insurance in such amounts as DCVA specifies and name DCVA and the City of Chula Vista as additional insured.
- Contractor will have in effect an active drug and alcohol abuse and testing policy and shall, where applicable, comply with the U.S. Department of Transportation's regulations for commercial motor vehicle drivers, 49 CFR 382, Controlled Substances and Alcohol Use and Testing.
- Contractor will comply with all federal, state, and local laws and regulations applicable to the work performed under the contract.

- All work shall be regulated by the requirements of the Contract Documents and the California Building Code, Uniform Building Code, Mechanical Code, Plumbing Code, and Electric Code; either International, National, or Local, whichever applies.

**Communication:** The ability to speak English well enough to effectively communicate with people in the service area, management, and supervisory personnel.

**Appearance:** A professional, well-groomed appearance is consistent with the Downtown Chula Vista Association's image and ensures our clients have a positive overall impression of the organization.

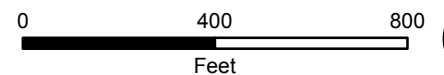
- **Uniforms:** All work attire must be complete, clean, odor-free, without stains, rips, or holes.
  - Work shirts and a safety vest must be provided. Explicit or suggestive language or images are forbidden.
  - Pants/Shorts: pants or shorts must not be ripped, worn, torn, or frayed.
  - Shoes: Shoes must be clean and conform to the safety standards of your service.
  - Socks: Must wear black or white socks
  - Belt: Belts that are worn should coordinate and not pose a safety hazard.
  - Jewelry: Jewelry must not present a safety hazard.
- **Hygiene:** Clean hygiene is expected.
- **Hair:** Must conform to the safety standards of your service.
- **Body Art:** Tattoos are acceptable but may not be offensive, derogatory, racial, explicit, or gang related.
- **Cell Phone:** While delivering contracted services, personal cell phones, texting devices, pagers, or other electronic communication devices should not be used unless related to the service provided. Per California state law, a hands-free device must be employed while driving and speaking on a cell phone.
- **Sunglasses:** Sunglasses must conform to the safety standards of your service.



Proposed Boundaries for the  
Downtown Chula Vista PBID

- Third Av Enhanced Services
- District-Wide Boundary

— Parcels



**CITY OF  
CHULA VISTA**  
GEOGRAPHIC INFORMATION SYSTEM

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01/27/06

## Downtown Chula Vista

## ESTIMATE

**South Bay Power Washing**  
2131 A Ave  
National City, CA 91950

southbaypowerwashing@gmail.com  
+1 (619) 373-6259



### Dominic Li Mandi

**Bill to**

Dominic Li Mandi  
Downtown Chula Vista Association  
353 Third Avenue  
Chula Vista, CA 91910 USA

**Ship to**

Dominic Li Mandi  
Downtown Chula Vista Association  
353 Third Avenue  
Chula Vista, CA 91910 USA

**Estimate details**

Estimate no.: 1042  
Estimate date: 03/26/2024

#	Date	Product or service	Qty	Rate	Amount
1.		<b>Services</b> Power Washing for Downtown Chula Vista Association Quarterly Services	1	\$0.00	\$0.00
2.		<b>Services</b> Include Power Wash Sidewalks, Pick up Trash and Debris, Reclaim and Dispose of Reclaimed Water, Surface Clean Sidewalks, \$ 280 per Sidewalk	16	\$280.00	\$4,480.00
3.		<b>Services</b> 16 Sidewalks Quarterly Services \$ 4,800		\$0.00	\$0.00
<b>Total</b>					<b>\$4,480.00</b>



## EXHIBIT B

A. **INSURANCE.** DCVA agrees to abide by the following insurance requirements:

1. General. DCVA must procure and maintain, during the period of performance of this Agreement, and for twelve months after completion, policies of insurance from insurance companies to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under this Agreement and the results of that work by the DCVA, his agents, representatives, employees or subcontractors, and provide documentation of same prior to commencement of work.
2. Minimum Scope of Insurance. Coverage must be at least as broad as:
  - a. *CGL.* Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
    - a. *Auto.* Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
    - b. *WC.* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
    - c. *E&O.* Professional Liability or Errors & Omissions Liability insurance appropriate to the TAVA's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.
3. Minimum Limits of Insurance. DCVA must maintain limits no less than those included in the table below:

i. General Liability: (Including operations, products and completed operations, as applicable)	\$1,000,000 per occurrence for bodily injury, personal injury, (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Project/location or the general aggregate limit must be twice the required occurrence limit.
ii. Automobile Liability:	\$1,000,000 per accident for bodily injury, including death, and property damage.
iii. Workers' Compensation Employer's Liability:	Statutory \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee

iv. Professional Liability or Errors & Omissions Liability:	\$1,000,000 each occurrence
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If DCVA maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by DCVA.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or DCVA will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
5. Other Insurance Provisions. The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:
  - a. *Additional Insureds.* City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insureds with respect to all policies of insurance, including those with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of DCVA, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of DCVA, including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to DCVA's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products/Completed Operations coverage.
  - b. *Primary Insurance.* DCVA's General Liability insurance coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of DCVA and in no way relieves DCVA from its responsibility to provide insurance.
  - c. *Cancellation.* The insurance policies required by this Agreement shall not be canceled by either party, except after thirty days' prior written notice to the City by certified mail, return receipt requested. The words "will endeavor" and "but failure to mail such notice shall impose no obligation

or liability of any kind upon the company, its agents, or representatives” shall be deleted from all certificates.

- d. *Active Negligence.* Coverage shall not extend to any indemnity coverage for the active negligence of the additional insureds in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
  - e. *Waiver of Subrogation.* DCVA’s insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage for the term required by this Agreement.
6. Claims Forms. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:
- a. *Retro Date.* The “Retro Date” must be shown, and must be before the date of the Agreement or the beginning of the work required by the Agreement.
  - b. *Maintenance and Evidence.* Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work required by the Agreement.
  - c. *Cancellation.* If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of the Agreement, TAVA must purchase “extended reporting” coverage for a minimum of five years after completion of the work required by the Agreement.
  - d. *Copies.* A copy of the claims reporting requirements must be submitted to the City for review.
7. Acceptability of Insurers. Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of no less than A V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.

8. Verification of Coverage. DCVA shall furnish the City with original certificates and amendatory endorsements effecting coverage required by Section I.C. of this Agreement. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the requirements of this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.
9. Subcontractors. DCVA must include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to all of the requirements included in these specifications.
10. Not a Limitation of Other Obligations. Insurance provisions under this Article shall not be construed to limit DCVA 's obligations under this Agreement, including Indemnity.