



San Ysidro Business Association

Commerce Beyond Borders

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CONTRACT AGREEMENT

This agreement is made by and between the San Ysidro Business Association, hereinafter referred to as "SYBA", and Hearts and Hands Working Together, hereinafter referred to as "Hearts and Hands." The following parties, hereby, mutually agree and promise as listed and described below.

I. Purpose

Hearts and Hands will assist SYBA with the achievement of their economic revitalization mission, specifically in the attainment of one of its strategic goals, namely, implementing a San Ysidro Cleanup Program.

II. Services to be Provided

- A. Sidewalk Area Cleaning: Sweeping, trash and litter pickup along curbs, gutters and sidewalks, as well as immediate storefront areas.
- B. Clean up and pick up/empty trash from the trash cans (with/without liners), 8 with no liners and 6 new ones, including the square containers with no liners, on each side of the bridge. (City should do this but they do not take care of these trash containers.)
- C. Hosing of sidewalks around trash cans and artwork, **once weekly, at Camiones Way**, and pick up trash and sweep the curbs, along the sidewalk area.

III. Service Area and Frequency

- A. One time, weekly, **Friendship Plaza**, sweep and removal of litter.
- B. Three times, weekly, **East San Ysidro Blvd., from Border Fence to Bolton, Camino de la Plaza Bridge, Border Village Road, Twice, weekly, Virginia Avenue and One time, weekly, **Via de San Ysidro and East Calle Primera.****
- C. One time, weekly, West San Ysidro Blvd., from Bolton to Dairy Mart.
- D. Monthly, **West Calle Primera.**
- E. One time, weekly, empty trash cans **in front of both Jack-In- the-Box on East & West San Ysidro Blvd.**
- F. Three times, weekly, empty trash cans **in front of the Community Service Center.**
- G. Two times, monthly, on Beyer Blvd., in the back of the Community Service Center.

IV. Terms

- A. This is an update and renewal of previous contracts and will extend this contract through June 30, 2017 (three years).
- B. Total cost for the services to be provided will not exceed \$31,300 per year, based on a rate of \$2,608 per month.
- C. In the event, Hearts and Hands will not have the use of their electric cart and trailer, for the purposes of fulfilling this contract, they will have the use of the SYBA electric cart/ trailer.
- D. Hearts and Hands will be responsible to provide all services, labor, materials, and transportation, as specified. This is in addition to any equipment that may have been furnished by SYBA. SYBA will take care of cart/equipment repair/replacement of vests, with separate invoices. Litter collected, as a result of the sidewalk areas cleaning component, will be conveyed to a central pickup point at the Community Service Center at 663 E. S Y Blvd.

- E. Hearts and Hands will provide SYBA a monthly report. In addition to indicating dates of service provided, this report will highlight any problem situations. This may include, but is not limited to, excessive trash build up at any one location, trip hazards, broken or defaced street signs, graffiti and/or potholes.
- F. SYBA will continue to provide Hearts and Hands with flyers to be distributed to businesses and property owners, informing them of our collective efforts, and asking business owners to take responsibility for keeping the areas in front of their businesses clean.
- G. Hearts and Hands will furnish SYBA with a copy of proof of the following current coverage's: liability insurance, and, workers compensation insurance. Hearts and Hands will not employ any person under the age of eighteen years, in the performance of any service under the terms of this contract.

V. **Payment**

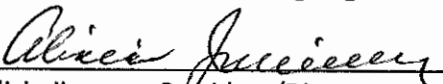
Payment will be made on the 15th of every month, providing that SYBA has received an invoice and monthly report prepared by Hearts and Hands for the preceding month's service.

VI. **Termination**

This contract shall be re-evaluated at the expiration of the period specified in Section IV. A. and can be extended twice, for one year. Further, this contract may be terminated to the extent that Hearts and Hands may be in breach of this contract that is in non performance with respect to the services to be provided as described in Section II. and non-compliance with respect to the terms described in Section IV.

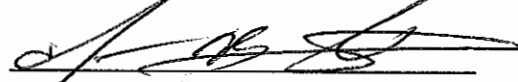
The named parties below, hereby, mutually agree to the terms and conditions of this contract, as set forth above.

Hearts and Hands Working Together


Alicia Jimenez, President/Director

Date: 7-03-14

San Ysidro Business Association


Jason M-B Wells, Executive Director

Date: 7/1/2014