

Agreement for Administration Services Between Third Avenue Village Association and New City America, Inc.

This Services Agreement (the "Agreement") is entered into as of August 13th, 2021, by and between the Third Avenue Village Association ("TAVA"), a California Non-Profit Corporation, and New City America, Inc., a California Corporation ("Contractor"), with reference to the following facts:

Recitals

A. TAVA is a California 501(c)(6) public benefit, corporation operating out of the Third Avenue Business District of the City of Chula Vista ("City").

B. Pursuant to The Third Avenue Village Agreement and Encroachment Permit for Maintenance Services Between the City of Chula Vista and the Third Avenue Village Association ("City Agreement"), entered on June 14, 2016, TAVA administers the Downtown Chula Vista Property-Based Business Improvement District ("DTCV PBID") and TAVA manages a Business Improvement District ("BID") originally established by the City in 1971.

C. On May 17, 2021, TAVA issued a request for proposals for management consulting services the provisions of which is incorporated herein by this reference.

D. Contractor is a California corporation specializing in Business Improvement District management and business district revitalization.

E. Notwithstanding the date of this Agreement, TAVA and Contractor intend for this Agreement to govern TAVA's and Contractor's respective rights and obligations at all times from August 15th, 2021, until such date as this Agreement is subsequently amended or terminated according to its terms.

Agreement

In consideration of the benefits to be gained hereunder and the mutual undertakings of the parties hereto, TAVA and Contractor agree as follows:

1. Contracting Services. During the term of this Agreement, Contractor shall provide services to TAVA as described on Exhibit A attached to and incorporated herein (the "Services"). Contractor represents and warrants to TAVA that Contractor is duly licensed (as applicable) and has the qualifications, experience, and ability to perform the Services properly and fully. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to TAVA.

2. Fees. As consideration for the Services to be provided by Contractor and any other obligations set forth in this Agreement, TAVA shall pay to Contractor the amounts specified in Exhibit B attached hereto and incorporated herein at the times specified therein. In addition to the compensation set forth in Exhibit B.

3. Expenses. Contractor shall only be authorized to incur expenses on behalf of TAVA consistent with purchasing procedures adopted by the Board. As a condition to

receipt of reimbursement for such expenses, Contractor shall submit to TAVA reasonable evidence that the amount requested for reimbursement was expended and was related to the Services.

4. Term and Termination.

(a) Contractor shall provide the Services for the period commencing on August 16th, 2021, and this Agreement shall remain in effect for an "Initial Term" ending on December 31, 2022, with four (4) additional 1-year "Extension Terms" as approved by the Board. Should the Board fail to act on any Extension Term by September 30 of any year preceding the commencement of an Extension Term, that Extension Term shall be deemed approved so long as Contractor has provided a report on its accomplishments (further described in section 6 of the Scope of Services - Exhibit A) no later than August 30.

After the Initial Term and all Extension Terms, services shall be provided on month-to-month basis. Under no circumstances shall the term of this Agreement exceed the term of the City Agreement.

(b) Termination for Cause. At any time, TAVA or the Contractor may provide to the other written notice of termination of this Agreement for cause, based on a material breach of the terms of the Agreement, and unless the breach is cured within 60 days of such notice of termination for cause, this Agreement will terminate immediately upon the expiration of the 60-day cure period.

(c) Termination for Convenience. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon ninety (90) days' prior written notice to the other during the Initial Term and any Extension Terms. Termination following the Initial Term and all Extension Terms shall require 30-days' notice by either party. In the event of such termination for convenience, Contractor shall be paid for any portion of the Services performed prior to the date of termination.

5. Independent Contractor. Contractor's relationship with TAVA shall be solely that of an independent contractor and not that of an employee. Contractor shall submit a current W9 form before beginning performance of the Services and shall be issued a 1099 form (as applicable) by TAVA.

(a) Method of Provision of Services: Contractor shall be solely responsible for determining the method, means and details of performing the Services. Contractor may, at Contractor's own expense and with the prior written consent of TAVA, employ or engage the service of such partners, agents, employees, or subcontractors as Contractor deems necessary to perform the Services (the "Assistants"). Such Assistants are not employees of TAVA, and Contractor shall be solely responsible for the performance of the Services by the Assistants such that the results are satisfactory to TAVA. Contractor shall provide reasonable prior written notice to TAVA of any Assistants performing the Services, and Contractor shall advise the Assistants in writing that they must comply with the provisions of this Agreement.

(b) No Authority to Bind Company. Unless approved by the Board, the Contractor, nor any Assistant of Contractor, has authority to enter into contracts or agreements that bind TAVA or create obligations on the part of TAVA without the prior written authorization of the Board (which may be withheld in the sole and absolute discretion of TAVA).

(c) No Benefits. Contractor acknowledges and agrees that Contractor and Contractor's Assistants shall not be eligible for any TAVA employee benefits and, to the extent Contractor and Contractor's Assistants otherwise would be eligible for any TAVA employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its Assistants) hereby expressly declines to participate in such TAVA employee benefits.

(d) Withholding; Indemnification. Between TAVA and Contractor, Contractor shall have sole responsibility for applicable withholding taxes for all compensation paid to Contractor or Contractor's Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and Contractor's Assistants including state worker's compensation insurance coverage requirements and any US immigration visa requirements. Contractor agrees to indemnify, defend and hold TAVA harmless from and against any and all claims, losses, costs, liabilities, damages, expenses and penalties (i) with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on TAVA by the relevant taxing authorities with respect to any compensation paid to Contractor or Contractor's Assistants, or (ii) otherwise arising out of or in connection with this Agreement, including performance (or failure of performance) of the Services.

6. Insurance. Contractor shall obtain and maintain throughout the term of this Agreement a policy of general liability and worker's compensation insurance with coverage and limits as required by TAVA. Prior to commencing the Services, Contractor shall provide a certificate of insurance with appropriate endorsements to TAVA evidencing such required coverage and naming TAVA as additional insured. Contractor shall provide annually proof of general liability and workers compensation insurance with limits required by TAVA.

7. Defense and Indemnification.

(a) Contractor shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by TAVA) and indemnify TAVA, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance under this Agreement or any negligent or wrongful act or omission by Contractor, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. Contractor shall have no obligation, however, to defend or indemnify TAVA if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of TAVA

(b) **General Indemnity Provisions.** This indemnity is in addition to any other rights or remedies which TAVA may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, TAVA may, at its sole discretion, reserve, retain or apply any monies due to Contractor under this Agreement for the purpose of resolving such claims; provided however, that TAVA may release such funds if Contractor provides TAVA with reasonable assurances of protection of TAVA's interest. TAVA shall, in its sole discretion determine whether such assurances are reasonable.

Contractor agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by Contractor, its officers, agents, representatives, employees, sub-consultants, or anyone for whom Contractor is liable and that an adjudication of Contractor's liability is not a condition precedent to Contractor's duty to defend.

8. **Incorporation of City Agreement.** Contractor acknowledges that TAVA is a party to an agreement with the City of Chula Vista ("City") for maintenance of and encroachment upon specified City property (aforementioned "City Agreement"). Contractor hereby agrees to adhere to all of the covenants and obligations of TAVA under the City Agreement, to the extent applicable to Contractor and/or the performance of the Services under this Agreement, and (without limiting the scope of generality of foregoing) Contractor acknowledges its obligations pursuant to all provisions of the aforementioned private contracts approved by the Board.

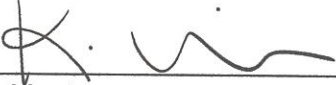
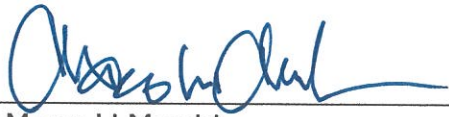
9. **Privacy, Confidentiality, and Ownership.** Contractor shall maintain privacy and confidentiality with respect to all financial and accounting information, HR and personnel records and payroll information or any other proprietary information of TAVA. All information obtained by Contractor during the course of performance of the Services shall be kept confidential, except that information which is mandated as a public record by the Ralph M. Brown Act. Contractor shall not release any information to any third party without the prior written authorization of the Board. All work completed by Contractor in connection with this Agreement shall be the property of TAVA. Upon termination of this Agreement, Contractor shall return all TAVA property to TAVA. This includes but is not limited to work papers, reports, passwords, office or building keys, computer files and equipment.

10. **Conflicts with this Agreement.** Contractor represents and warrants to TAVA that neither Contractor nor any of Contractor's Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Contractor represents and warrants to TAVA that Contractor's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence or in trust prior to commencement of this Agreement. Contractor represents and warrants to TAVA that Contractor has the right to disclose and/or use all ideas, processes, techniques, and other information, if any, which Contractor has gained from third parties, and which Contractor discloses to TAVA or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Contractor agrees that Contractor shall not bundle with or incorporate into any Services provided to TAVA any third-party products, ideas, processes, or other techniques, without the prior written approval of TAVA. Contractor represents and warrants to TAVA

Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision. The prevailing party shall be entitled to recover reasonable attorney's fees and other costs and expenses incurred in the enforcement, or breach, of the terms of this Agreement.

(h) Key Personnel. TAVA and Contractor acknowledge that Marco Li Mandri is the key personnel within the obligations of this contract. TAVA and Contractor agree that Marco Li Mandri is the key personnel of Contractor responsible for carrying out the terms and performing the Services in this Agreement. Contractor shall not transfer Marco Li Mandri's responsibilities or alter Marco Li Mandri's role as the key personnel to any other individual or entity without the written consent of TAVA.

The parties have executed this Agreement as of the date first above written.

<p>TAVA:</p> <p>Third Avenue Village Association</p> <p>By: </p> <p>Kendall Manion TAVA Board President</p>	<p>CONTRACTOR:</p> <p>NEW CITY AMERICA, INC</p> <p>By: </p> <p>Name: Marco Li Mandri Title: President Fed ID: 270473275</p> <p>Address: 2210 W. California Street San Diego, CA 92110 Tel: 619.233.5009 marco@newcityamerica.com</p>
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