

SERVICE AGREEMENT

This Service Agreement, made effective July 1, 2024, is entered into by and between MC Connected, LLC, a California limited liability company (“Provider”), and Little Italy Association of San Diego, Inc., a California nonprofit public benefit corporation (“Client”), in exchange of mutual consideration, receipt of which is hereby acknowledged, according to the following recitals, terms and conditions:

RECITALS

- A. Provider is a California limited liability company in good standing with the Secretary of State and Franchise Tax Board. Brendan McCartney, the Provider’s Manager, is authorized to sign this Agreement on behalf of Provider.
- B. Provider is engaged in the business of providing various public lighting maintenance and management services.
- C. Client is a California limited liability company. Christopher Gomez, the Client’s District Manager, is authorized to sign this Agreement on behalf of Client.
- D. The purpose of this Agreement is to memorialize the agreement of Provider and Client whereby Provider shall, in exchange for certain compensation to be paid by Client, provide various lighting maintenance and management services to Client.

TERMS

1. **Scope of Services.** Provider hereby agrees to timely and efficiently provide to Client the services that are described in Exhibit A attached hereto and entitled “Scope of Services” (“Services”).

2. **Location for Provision of Services.** The locations in the neighborhood of Little Italy in San Diego where the services are to be provided are:

- India (W. Ash to W. Laurel)
- Kettner (W. Ash to W. Laurel)
- W. Cedar (Kettner to Tracks)
- W. Date (Columbia to State)

3. **Payment for Services.** Client hereby agrees, in exchange for the Services to be provided by Provider, to compensate Provider as follows: The total fixed price for the Services is \$48,300, which shall be paid as follows: \$10,300 within Five (5) business days after the signing of this Agreement by Client; the balance of \$38,000 in Four (4) equal quarterly installments, with the first on the last day of the third month of the term, the second on the last day of the sixth month of the term, the third on the last day of the ninth month of the term and the fourth on the last day of the term. If the total service fee of \$48,300 is paid within Five (5) days after the signing of this Agreement by Client, said total service fee will be discounted by Three Percent (3%).

4. **Late Payments.** If any payment required by this Agreement is more than Five (5) business days late, an additional service charge equal to Two Percent (2%) per month of the amount due shall also become due and payable.

5. **Material Costs.** All hard costs incurred by Provider for purposes of providing the Services will be billed to the Client on a Cost Plus Eighteen Percent (18%) basis. Such costs shall be billed to Client by Invoice at the end of each month of the term and paid by Client within Fifteen (15) calendar days after receipt.

6. **Additional Services.** Provider is able to provide the Additional Services described on Exhibit A. If Client, at any time during the term, authorizes Provider to provide any such Additional Services, Client shall do so in writing and then Provider shall prepare an appropriate Change Order that shall specifically describe the Additional Services to be provided and the cost of such Additional Services, which will be billed at the hourly rate of \$150. Any such Change Order shall be signed by a representative of Provider and a representative of Client and become effective immediately after both Parties have signed off.

7. **Term.** The term of the Agreement shall be for One (1) year, commencing on July 1st, 2024 and ending on June 30th 2025.

8. **Provision of Electrical Services.** The provision of Services by Provider will require the provision of electrical contracting services that require licensing by the California State Contractor's License Board as a C-10 Classification. For purposes of providing said services, Provider will, on behalf of Client, arrange for the provision of said electrical contracting services to Client by Spadaro Electric, a licensed provider of electrical services ("Contractor"). For purposes of memorializing the provision of said electrical services, Client and Contractor shall sign an appropriate agreement authorizing the provision of said services, which contract shall be managed by Provider, meaning that, to the extent that said Contractor is entitled to compensation, Provider shall, on behalf of Client, pay said compensation to Contractor, which compensation shall be paid from the total service fee required by Paragraph 3.

9. **Warranty.** The items to be provided for purposes of providing the Services, which items are described in Exhibit A, may be within warranty. To the extent that such is the case, Provider will exercise best efforts to obtain warranty replacements for said items. In this regard, Client understands and acknowledges that items may be out of warranty, meaning the replacement item may not be under warranty.

10. **Working Hours.** Observation and Reporting Services shall be provided during late evening and early morning hours, meaning sunset to sunrise, excluding weekends and holidays. Monthly Repair Services shall be provided during normal business hours, 9AM to 5PM, excluding weekends and holidays. If Services are to be provided outside of normal business hours, such Services shall be billed at \$180 per hour and invoiced monthly..

11. **Insurance.** Provider expressly agrees to obtain and/or maintain comprehensive general liability insurance coverage in the minimum amount of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate, specifically naming the Client and

the City of San Diego as additional insureds and remaining in full force and effect for occurrences and acts relating to any and all activities and/or services conducted by the Provider under this Agreement. In connection with the foregoing insurance coverage, the Provider further agrees to deliver to the Client a Certificate of Liability Insurance and corresponding Endorsement evidencing LIA's and the City of San Diego's insurance coverage as an additional named insured in connection with activities and/or services undertaken or performed by the Provider during the Term of this Agreement. This general liability insurance shall be kept in place throughout the entire Term of this Agreement. The Provider will also maintain Workers' Comp coverage during the term of this Agreement to cover the Provider, employees, and contractors hired by the Provider. Any termination of insurance services by the Provider shall result in an immediate termination of this Agreement.

12. Independent Contractor Relationship. The Parties do not, by this Agreement, intend to establish a general partnership, joint venture, employer-employee relationship or any other similar agency relationship. Accordingly, neither Party shall at any time have the legal authority or capacity to sign any contract or otherwise bind the other Party to any agreement or obligation.

13. Amendment. This Agreement shall not be amended or otherwise modified except upon the written consent of the Parties.

14. Integration. This document constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreement and agreements, written and oral, relating thereto. No covenants, agreements, representations and warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in the Agreement.

15. Choice of Law. The Agreement shall be governed and interpreted by the laws of the State of California.

16. Execution in Counterparts. The Agreement may be executed in any number of counterparts, which together shall constitute one instrument. True photocopies, scanned, and/or facsimile copies of signatures hereof shall be deemed as effective as original signatures.

17. Waiver of Terms. A waiver of any term or condition of the Agreement will not be deemed to be, and may not be construed as, a waiver of any other term or condition hereof.

18. Neutral Construction. The Agreement will be construed neutrally and will not be applied more strictly against one party than another.

19. No Other Agreements. The Parties acknowledge that no other contract or agreement, whether express or implied, exists between the Parties. The Parties expressly waive any and all rights under any such agreement, if any, in accordance with this Paragraph.

20. Additional Documentation and Cooperation. The Parties agree to execute such additional documentation and cooperate in further proceedings necessary to effectuate the terms of this Agreement without charge or other consideration.

21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Notwithstanding, neither party hereto may assign their rights or obligations under this Agreement to any other person or entity without mutual written agreement of all Parties hereto.

22. Advice of Counsel. The Parties hereby specifically acknowledge that, before signing the Agreement, the Parties either consulted with, or had ample opportunity to consult with, counsel of their choice for purposes of evaluating whether or not to sign the Agreement.

23. Dispute Resolution. In the event of any dispute between the Parties, a decision-making representative of each Party shall meet in person, without counsel present, for purposes of exercising good faith efforts to resolve the dispute in its entirety. If such a meeting fails to resolve the dispute in its entirety, the Parties shall, with counsel present, mediate the dispute before a mutually agreed upon experienced attorney or retired Superior Court Judge. If such a Mediation fails to resolve the dispute in its entirety, the parties shall engage in binding arbitration before a mutually agreeable Arbitrator who shall be a retired Superior Court Judge. The total cost of any arbitration proceeding shall be shared equally by the Parties. In the event that formal arbitration is necessary, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorney's fees.

24. Termination. The Client and the Provider agree that either party may terminate this Agreement at any time, with or without cause, based upon their respective sole discretion, upon 30-days written notice of termination to the other party.

25. Notices. All notices required or permitted by this Agreement shall be in writing and shall be given by email, personal delivery or sent by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight courier, prepaid, receipt acknowledged to the following address:

If to the Company:

Christopher Gomez
Little Italy Association of San Diego, Inc.
2210 Columbia Street
San Diego, CA 92101
Email: chris@littleitalysd.com
Telephone: (619) 233-3898

If to the Provider:

Mc Connected, LLC
6859 Cowles Mountain
San Diego, CA 92119
Email: brendan@mc-connected.com

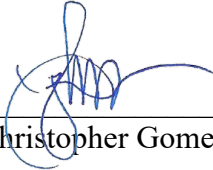
Telephone: (858) 539-3857

DIEGO, INC.

Dated: 7/1/2024

COMPANY

LITTLE ITALY ASSOCIATION OF SAN


By: 

Christopher Gomez, District Manager

PROVIDER

MC CONNECTED, LLC

Dated: 07/01/2024

By: 

Brendan McCartney, President

EXHIBIT A

SCOPE OF SERVICES:

- a. Bi-Weekly Observation and Reporting
- b. Annual Programming Updates
- c. Monthly Repairs

A.) Observation and Reporting:

This portion of the scope is to confirm the physical and programmatic aspects of the installation. Any failures, errors, or concerns will be communicated in a bi-weekly report. The report will utilize the following visual via Google Earth, which will provide live status of system:

[Link to Google Earth Visual](#)

Reporting Key:

Green = Operational

Yellow = Programmatic Issues

Red = Off

B.) Annual Programming Updates

Programming will take place within the 1st month of rendered services. All shows for the year are to coordinate, scheduled, sampled, and programmed within this month (not to exceed 30 shows). Any spontaneous programming due to city or national initiatives will be subject to an hourly rate, see clarifications and exclusions.

C.) Monthly Repairs

Monthly Status Map will reveal outages and concerns, this map will be used to guide monthly repairs. During this time, a lift will be utilized to access outages / concerns. Any significant material upgrades will be charged on a Cost Plus basis. A significant material upgrade would be any of the following:

- 1.) 320w Power Supply HLG
- 2.) CM150-CA Card Module
- 3.) Flex LMX Leader Cable
- 4.) Flex LMX RGB Lights
- 5.) Pharos Expert Lighting Controller
- 6.) NEMA3R Box
- 7.) Receptacle
- 8.) Marquee Lens
- 9.) Any networking equipment, access points, repeaters.

ADDITIONAL SERVICES AVAILABLE:

Reality Scanning of System Components:

MC Connected has the ability to scan system components and infrastructure to better articulate existing conditions. A good example of this would be the existing poles and pole bases. These scans would provide a real 3d model that the association could use to bolster their initiatives within infrastructure improvement in the City. This is not included in this proposal.

3D Rendering:

This service would allow the association to communicate to outside parties the scale and capabilities of the system. There may come a time that outside organizations will want to have the streetlights a particular color because they are sponsoring an event at the convention center and at Petco Park. In this case, the association would have a 3D rendering of its installation detailing the RGB lights and their proximity to Gaslamp, Petco, and the Convention Center. This is not included in this proposal.

API Integrations:

This use case is best represented around Petco Park. We envision connecting just 2-3 segments to the cloud, so we can program an API feed to the MLB, in which case we can have the lights dance when a homerun is registered in the MLB gamecast. This same concept may be applied to other critical locations that could benefit from user engagement. For example if you would like for artistic expression on one block that would allow pedestrians to change the lights.

Note: These services are not included in this proposal, but are presented as options that may be included upon request.