

DSDP EXECUTIVE BOARD

May 13, 2025

In-Person at: 401 B Street, Suite 100, San Diego 92101
Meeting begins at 12 p.m.

12:00 p.m. - CALL SPECIAL MEETING TO ORDER (RATH)

- Exec Board Attendance / Roll Call
- Agenda Public Comment

GENERAL BUSINESS

- Management & Administrative Services Agreement (Pages 3 - 7) - J. Apper | **INFORMATIONAL**
 - This item's purpose is to provide informational context for the Memo of Understanding between the DSDP and Clean & Safe program as the new District commences July 1, 2025.
- Review FY '25-'26 Clean & Safe Advisory Board slate of property owner representation (Page 9) - J. Apper | **INFORMATIONAL**
 - This item lists the current slate of proposed Advisory Board members for the following seats: One (1) representative from each of the six benefit zones in the PBID who represent a top 25 property owner paying the PBID assessment.
- Approve Management & Administrative Services Agreement (Pages 3 -7) P. Rath | **ACTION**
 - This is the formal action item to approve the Management & Administrative Services Agreement between DSDP and Clean & Safe.
- Approve FY '25-'26 Clean & Safe Advisory Board slate of property owner representation (Page 9) P. Rath | **ACTION**
 - This is the formal action item to approve the FY '25-'26 Clean & Safe Advisory Board top 25 property owners slate.
- Non-Agenda Public Comment
 - This is a period of time for any members of the public to comment on the forthcoming action item.

ADJOURN SPECIAL MEETING

MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT

THIS MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT (Agreement) commences on the 1st day of July, 2025 (Effective Date), by and between the Downtown San Diego Partnership, Inc., a non-profit mutual benefit corporation ("Partnership"), and the Clean & Safe Program (the "Program," together with the Partnership collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, the Program is governed by a written Management District Plan and Operating Agreement ("Plan") which provides that the Partnership shall act as the Property and Business Improvement District (PBID) Owners' Association; and

WHEREAS, the Program desires to engage the Partnership to provide the Services (as hereinafter defined), pursuant to the terms, conditions and obligations described in this agreement, and

WHEREAS, the Partnership wishes to be engaged by the Program to provide services pursuant to the terms, conditions and obligations described in this Agreement, and has the expertise, experience, and personnel necessary to provide the Program with the services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for valuable consideration the sufficiency of which is hereby acknowledged, the Program and the Partnership agree as follows:

AGREEMENT

1. Term

- a. The term of this Agreement shall be one year, commencing on July 1, 2025.
- b. Renewal. This Agreement shall automatically renew on July 1st of each year for a one-year term.
- c. Termination. This Agreement may be terminated as follows:
 - i. In the event the City of San Diego terminates the Operating Agreement between the City and Partnership ("Operating Agreement") or Plan, this Agreement shall immediately terminate.
 - ii. In the event the City of San Diego disestablishes the PBID, or the PBID expires without being renewed, this Agreement shall immediately terminate.
- d. Amendment. This Agreement may be amended in writing by the Parties. This Agreement shall be subject to any amendments to the Plan, the 1994 Law, the Operating Agreement, the Ralph M. Brown Act, and the California Public Records Act.

2. Partnership Responsibilities

- a. Staff. Partnership will hire, fire and manage all staff.
- b. Services. The Partnership agrees to provide management and administrative

services to the Program, including accounting and financial reporting, human resources, benefits management and payroll, contract management and other management and administrative services, as needed.

- c. Budget. The Partnership will review and approve the annual budget for the Program.
- d. Vendor Contracts. Pursuant to the Program-approved budget and in compliance with the Plan and Operating Agreement, the Partnership will enter into subcontracts for the provision of Program services. All contracts with vendors will be cancellable upon thirty (30) days' notice. The Partnership will pay vendors in accordance with the Plan and Operating Agreement with Program funds from the City. The Partnership will provide oversight to the Program service providers with which it contracts.

3. Program Responsibilities

- a. Organizational compliance. Program shall act in compliance with all Partnership rules and regulations.
- b. Meetings. Program shall hold all meetings in compliance with the provisions of the Ralph M. Brown Act, Government Code section 54950 et seq. Notice of meetings given pursuant to the Brown Act will be posted in a publicly accessible location and on the Program's website at least seventy-two hours prior to the meeting.
- c. Budget and Annual Report. Each year, Program shall prepare a Program budget and annual report in accordance with the Plan. The budget and annual report will include the Program assessment and required non-assessment general benefit funds as described in the Plan. The draft budget and annual report will be provided to the Partnership by March 31 each year. The final budget and annual report are due to the City from the Partnership by May 15 each year.
- d. Vendor Selection. Program shall seek and evaluate bids for Program services. All bids shall be in writing and maintained as records pursuant to this Agreement. From the bids received, Program shall forward to the Partnership the winning bid for contracting purposes. All selected vendors will provide services and contract with the Partnership in accordance with the Plan, Operating Agreement, and the City's standard contracting procedures. Vendors will be selected and recommended to the Partnership by March 31 each year.
- e. Board of Advisors. Program's Advisory Board shall be comprised of 13 members. Among the representatives, there shall be:
 - i. One representative from the Partnership or proxy;
 - ii. One (1) representative from each of the six benefit zones in the PBID who represent a top 25 property owner (based on total annual assessment amount) per zone paying the PBID assessment; and
 - iii. One (1) representative from each of the six benefit zones who represent either a resident or other community member paying the PBID assessment. When a zone has a recognized special district/foundation/or community group in place, then the special district will be requested to provide the nomination for the zone for consideration.
 - iv. Advisory Board representatives shall serve a term of one year, commencing on July 1 of each fiscal year. Terms for the first cohort of Advisory Board members (commencing with this Agreement's effective date) will be renewable for 2-3 terms, staggered, at the discretion of the

Partnership. Terms will be renewable for two times after the initial cohort of representatives thereafter. The Nominations Committee may seek and present nominations to the Advisory Board.

- v. Powers. Advisory Board representatives make recommendations to enhance and increase the impact of the Program's services. Representatives serve in an advisory role only.
 - 1. A recommendation by the Advisory Board shall be deemed a recommendation by the Partnership, unless overturned by a two-thirds majority vote of the Partnership Executive Board within 30 days of the Advisory Board's recommendation. All recommendation decisions shall be immediately communicated to the Partnership Executive Board. The Advisory Board shall become the Partnership's final recommendation 30 days after the Advisory Board's decision, unless overturned by the Partnership Executive Board.
- vi. Vacancies. Should a vacancy occur, a representative shall be appointed to fill the vacancy and serve the remainder of the term of the representative they were selected to replace.
- vii. Removal. Representatives shall be removed by majority vote of the Advisory Board, with or without cause.

4. Meetings

- a. Annual Meeting. The annual meeting of the Advisory Board shall be held at such time in the fourth quarter of the fiscal year as the Advisory Board may fix from time to time. At the annual meeting, an Advisory Board Chair shall be elected and other business may be transacted, subject to the provisions of this agreement. Notice of the annual meeting shall be posted at least seventy-two hours prior to the meeting in a publicly accessible location and on the Program's website, in accordance with the requirements of the Ralph M. Brown Act. Each notice shall state the general business to be transacted, and the day, time and place of the meeting. The Advisory Board Chair must be a current member of the Partnership Executive Board.
- b. Advisory Board Regular Meetings. The Advisory Board shall meet at least quarterly on dates agreed upon by the Representatives. Notice of regular meetings shall be posted at least seventy-two hours prior to the meeting in a publicly accessible location and on the Program's website, in accordance with the requirements of the Ralph M. Brown Act. Each such notice shall state the general business to be transacted, and the day, time and place of the meeting. Business may be transacted at any regular meeting of the Advisory Board in accordance with the requirements of the Ralph M. Brown Act.
- c. Advisory Board Special Meetings. Special meetings of the Advisory Board may be called by the Chairperson of the Advisory Board or any three Representatives. Notice of special meetings shall be given to each Representative stating the time, place, and business to be discussed at least twenty-four hours before the time of the meeting specified in the notice. Notice shall be delivered to the Advisory Board personally or by any other means pursuant to Government Code §54956. Notice shall also be posted at least twenty-four hours prior to the meeting in a publicly accessible location and on the Program's website in accordance with the requirements of the Ralph M. Brown Act.

- d. Quorum. A majority of the Representatives then in office shall constitute a quorum for the transaction of any business except adjournment.
5. **Advisory Board Committees.** The Advisory Board, by resolution adopted by a majority of the representatives then in office, may create one or more committees, each consisting of two or more members and no one who is not a member, to serve at the pleasure of the Advisory Board. Appointments to committees of the Advisory Board shall be by majority vote of the members then in office. The Advisory Board may appoint one or more representatives as alternate members of such committee, who may replace any absent member at any meeting.
- a. **Meetings and Actions of Committees.** Meetings and actions of committees shall be governed by, held, and taken under the provisions of this Agreement concerning meetings and other Advisory Board actions, except that the time for general meetings of committees and calling of special meetings of committees may be set either by Advisory Board resolution, or if none, by resolution of the committee. Notice of committee meetings will be given in accordance with the provisions of the Ralph M. Brown Act. Minutes of each meeting shall be kept and shall be filed with the Program's records, and in accordance with the provisions of the California Public Records Act.
6. **Contracts with Advisory Board Members.** No Advisory Board member of the Program nor any other corporation, firm, association, or other entity in which one or more of the Program's Advisory Board members are Directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with the Program.
7. **Compensation and Invoicing**
- a. During the Term, in consideration for the performance of the services described above, the Program shall pay the Partnership a management fee equal to 8-10% of the gross assessment revenue collected, as determined annually by the Partnership Executive Board.
- b. The Partnership will invoice the Program for the management fee monthly, after the last day of each monthly period. The Program shall pay the monthly fee within 15 days of receiving the invoice.
8. **Indemnification**
- a. Each Party shall indemnify, hold harmless, and defend the other Party and its officers, directors, employees, and agents against any and all third party losses, damages, liabilities, deficiencies, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees arising out of or resulting from any intentional or grossly negligent act or omission of the Party in connection with the performance of its obligations under this Agreement.
9. **Miscellaneous**
- a. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.
- b. Assignment. The Parties agree that neither Party may assign or transfer the Agreement or its rights or obligations under the Agreement to any third Person

without the prior written consent of the other Party.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement, by their duly authorized representatives, as of the Effective Date:

DOWNTOWN SAN DIEGO PARTNERSHIP

By: Elizabeth Brennan, President Date

CLEAN & SAFE PROGRAM

By: Justin Apger, COO Date

DRAFT

To: Executive Board Members, Downtown Partnership
From: Phil Rath, Chair, Board of Directors
Cc: Betsy Brennan, President & CEO; Justin Apger, EVP & COO
Date: May 13, 2025
Re: Clean & Safe Advisory Board Slate: Top 25 property owners for each zone

Board Members,

Per the Management & Administrative Services Agreement between DSDP and Clean & Safe, dated July 1, 2025, this item lists the current slate of proposed Advisory Board members for the following seats on the Clean & Safe Advisory Board: One (1) representative from each of the six benefit zones in the PBID who represent a top 25 property owner paying the PBID assessment.

Should you have any questions, please do not hesitate to contact me.

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Zone 1 – Columbia: BOSA Development

Zone 2 – City Center: Holland Partner Group

Zone 3 – Cortez: Lincoln Property Company

Zone 4 – East Village: HP Investors

Zone 5 – Gaslamp: Trilogy Real Estate Management, Inc.

Zone 6 – Marina: Paragon Real Estate Management

Downtown Partnership Rep: President/CEO (or by proxy, COO)