

**SERVICES AGREEMENT BETWEEN  
THE CITY OF MANTECA AND  
THE DOWNTOWN MANTECA IMPROVEMENT ASSOCIATION (DMIA)**

This Service Agreement (the "Agreement") is made and entered into as of 1<sup>st</sup> date October, 2024 between the CITY OF MANTECA, a municipal corporation (the "City"), and the DOWNTOWN MANTECA IMPROVEMENT ASSOCIATION ("DMIA"), a California non-profit corporation, California Entity No. 5228933 ("Recipient") (together, the "Parties", individually a "Party").

The City Council, by Resolution R2024-91 (June ~~24~~, 2024), established the DOWNTOWN MANTECA COMMUNITY BENEFIT DISTRICT

RECITALS

- A. WHEREAS, Property and Business Improvement District Law of 1994 (Streets and Hwys. Code §§ 36600 et seq.) (collectively the "Improvement Acts") permits for the establishment of an improvement district, such as the one established by the City (the "District").
- B. WHEREAS, the District is/was established to provide special benefit to the assessed parcels in the District as more specifically identified in the Management District Plan ("District Plan") attached hereto as **Exhibit A** and annual reports and budgets on file with the City Clerk.
- C. WHEREAS, the Recipient is an "owners' association" as defined in Street and Highways Code § 36612.
- D. WHEREAS, this Agreement is intended as the contract under which Recipient administers or implements improvements, maintenance, and activities specified in the District Plan. Recipient agrees to use good faith efforts to comply with City's programs and policies as specified in this Agreement; and

NOW THEREFORE, the Parties agree to the terms and conditions set forth below as follows.

CONTRACT TERMS

The Parties, with the intent to be contractually bound, agree as follows:

1. Scope of Duties. Recipient agrees to faithfully and in a good and timely manner perform the tasks, responsibilities and obligations as specified in this Agreement, the District Plan ("District Duties"), and in the annual reports and budgets submitted to the City. Recipient shall designate an individual who shall be responsible for communications with City for the duration of this Agreement.
2. Method of Performing District Duties. Recipient will determine the method, details and means of performing the District Duties described in **Exhibit A**.
3. Time of Performance. Recipient's District Duties shall begin on November 1, 2024, and shall

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be completed by December 31, 2029, unless this Agreement is otherwise terminated pursuant to Section 12 of this Agreement.

### 4. Recipient Responsibilities.

4.1 Program Implementation and Operation. Recipient shall ~~solely~~ be fully responsible for developing, implementing, directing and executing the District Plan. Recipient assumes all responsibility for completing activities as required to implement the District Plan and its programs.

4.2 Procurement and Competitive Bidding. Recipient shall competitively bid all contracts over ~~\$25~~15,000 per year that uses funds received pursuant to this Agreement. When bidding contracts, Recipient shall (1) be as open and transparent to the Community Benefit District CBD property owners and the public at large as is reasonably possible and, (2) shall adhere to a conflict of interest policy wherein board members shall recuse themselves for any vote in which a potential conflict of interest is apparent, including, but not limited to hiring or selecting the relatives or business associates of board members. Recipient shall also keep and provide copies of all bids submitted for review by any affected property owner or by the City upon request pursuant to provisions in Section 16.1 below. The lowest qualified bidder shall be awarded any service contract unless quality or other significant programmatic imperatives provide compelling reasons to select another bid and no service contract may extend beyond the term of this Agreement without the express written consent of the City.

4.3 Separate Tracking of District Funds. All District funds received by Recipient shall be tracked separately and apart from any other funds administered by Recipient and shall be reported to the City in the format outlined in Section 4.10 below. Copies of all District bank account statements shall be made available to the City within 14 days upon request.

4.4 District Name on All Activities Funded by the District. The name of the District or an appropriate abbreviation shall appear on all special activities, marketing and promotional materials funded in whole or in part by District moneys. Prior to using the City's name on promotional materials related to any special event, Recipient shall first consult with and obtain approval of City in writing for use of City of Manteca name, seal, or logo.

4.5 Reporting to Affected Property Owners. A statement of activities funded by District moneys and the cost of each shall be distributed to every affected property owner either by e-mail or by U.S. mail once a year within 60 days of each fiscal year end. A copy of this statement shall be posted on Recipient's website within 60 days of each fiscal year end and a list of property owner names, addresses and/or email addresses to which the notice was sent shall be made available to the City or the public upon request.

4.6 Open Meetings. Recipient is a private non-profit entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding the preceding sentence, Recipient shall comply with the open meeting requirements of the Ralph M. Brown Act (California Government Code Section 54950 *et seq.*) and the California Public Records Act (California Government Code Section 7920.000 *et seq.*) with regard to its performance of this Agreement.

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4.7 Creation and Maintenance of Central Files and Records. Recipient shall create and maintain central files and records for the District that shall contain documents designated by the City. Such files and records shall be made available for inspection as specified in Section 16 below and shall at a minimum include current copies of this Agreement, the District Plan, the assessment database described in Sections 4.10.8 and 4.11 below, the latest annual report submitted by the Recipient and approved by the City, a list of Recipient board members, proof of insurance coverage required pursuant to this Agreement, and all other financial and operational records related to this Agreement, including, but not limited to, those required by the Ralph M. Brown Act pursuant to Section 4.7 above.

### 4.8 Program and Budget Reports.

4.8.1 Annual Report and Budget. Recipient shall submit to the City an annual report and budget for each fiscal year for which assessments are to be levied and collected, in a format to be designated by the City. Annual reports shall be submitted within 90 days of the end of each calendar year and shall describe improvements and activities provided in the prior calendar year. The District's first annual report and budget shall be submitted within 90 days of the end of calendar year 2024. Any proposed changes to the assessments, including allowable percentage increases, if any, shall not be implemented until the following fiscal year. If there are changes requested that would require a public hearing and/or a public meeting pursuant to state law as amended, then the report shall be submitted at a time to be determined by the City and in sufficient time prior to May 1 of each year to comply with public notice requirements and the City agenda processing timelines then in effect.

4.8.2 Budget. Each program specified in the Plan and succeeding budgets shall be implemented within the budget amount specified and in accordance with the Management District Plan. Recipient and City agree that amounts shown in the District Plan or subsequent annual reports reviewed and approved by the City were (or will be) the best estimates of the cost of those District related services, improvements and activities at the time the estimates were (or will be) made. The Parties anticipate that deviations from those estimates may occur and that some District related services, improvements and activities may not be completed within the particular year budgeted, given normal delays that can be expected with these types of programs and changing circumstances. Recipient will use its best efforts to implement and complete all District programs specified in the District Plan and annual reports; however, it is possible that Recipient may not expend the precise amount budgeted for any particular line item in the approved annual budget. A 10% deviation in a budget line item set forth in the approved annual report for any respective year will not be considered significant so as to constitute a material breach of this agreement. If deviation in a budget line item exceeds 10%, or if Recipient desires to make budget allocation changes that exceed 10% of the total budget for all District programs for a given fiscal year, and such changes would, in the opinion of the City, adversely impact the special benefits conferred on the affected District properties, Recipient will request that the City modify the District Plan or annual budget as required by the Improvement Acts and applicable law.

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4.8.3 General Fund Not Liable. Neither the General Fund of the City, nor any other fund, revenue source or monies whatsoever of the City, except the actual collected District assessment net revenue, shall be liable for payment of any obligations arising from this Agreement. Any obligations incurred by Recipient are not a debt of the City, nor a legal or equitable pledge, charge, lien or encumbrance upon any of its property or upon its income, receipts or revenues. Moreover, the City shall not be liable for any liabilities and/or causes of action solely attributable to the District.

### 4.9 Financial Statements.

Within 90 days of each calendar year end, Recipient shall submit a full disclosure financial statement in a form to be designated by the City and shall at a minimum include an Actual versus Total Annual Budgeted Expenditures statement indicating each line-item expenditure versus the corresponding line item amount set forth in the annual report submitted to and approved by the City pursuant to Section 4.9.1 above. The financial statement shall also clearly indicate by line item any deviations between actual and budgeted expenditures. In addition to the above financial statement, for even numbered years, at no expense to the City, Recipient shall secure and submit to the City a Certified Public Accountant's (CPA) Review Report within 90 days of calendar year end, commencing with the year 2024.

4.9.1 The Review Report must be prepared by a qualified, independent, licensed CPA acceptable to the City. Upon the City's review of the CPA Review Report or financial statement, if the City is not satisfied with the statement or report or with regard to the propriety of Recipient's commitment or expenditure of funds during the corresponding reporting period, then the City may request, at no expense to the City, that the Recipient provide either an Expanded Review of the District or require that the Recipient prepare full audited financial statements. For purposes of preparing the above financial statements and reports, Budgeted Expenditures shall mean expenditures approved by the City and on file with the Office of the City Clerk for the corresponding fiscal year, as amended by the City pursuant to applicable legislation.

4.9.2 Where applicable, the statement or audits must be conducted in accordance with current Government Auditing Standards (2021 and subsequent revisions) prescribed by the Comptroller General of the United States. All other reports and audits shall be prepared in accordance with Generally Accepted Accounting Principles in the United States of America.

4.9.3 If an audit is required, it must be conducted by a qualified, independent, licensed Certified Public Accounting (CPA) firm acceptable to the City. Recipient will make good faith efforts, to procure its reports and audits from qualified small, local and minority and women-owned Manteca firms.

4.9.4 The financial statement, CPA Review Report and/or audit may be funded from assessment proceeds as part of the general administration of the District. At all times, the City shall reserve full rights to account for these funds.

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- 4.9.5 If a full audited financial statement is required, a Management Letter shall be requested from the Certified Public Accounting firm and be presented to the City.
- 4.9.6 The statement, report or audited financial statement and the Management Letter shall be delivered to the City at the address provided in Section 25 of this Agreement.
- 4.9.7 Recipient shall make available on-line current copies of District's quarterly financial statements and an annual statement of activities funded by District moneys and the cost of each for access by all interested parties.
- 4.9.8 Assessment Records. Recipient shall maintain, including in the Central Files described in Section 4.8 above, complete records for each property assessed within the District. Said records will contain the following information:
- (i) Assessor's parcel number
  - (ii) Street address
  - (iii) Name and address of owner of record
  - (iv) Amount of assessment levied
  - (v) Assessment Calculation, including all variables used
  - (vi) Such other information as the City or Manteca County Assessor may require.
  - (vii) Recipient agrees to maintain such information and make it available to property owners within the District during regular business hours.
- 4.10 Annual Assessment Preparation. By the first day of June of each operating year, Recipient shall supply the City with updated assessment data for the subsequent tax year (July 1 - June 30), in a format to be prescribed by the City. The assessment data shall include any of the information required in "Assessment Records," paragraph 4.10.8, above, that is requested by the City or San Joaquin County Assessor. Maintenance of the database for assessment billing and collection purposes shall be the responsibility of the Recipient. At least once each year Recipient shall update the assessment database for purposes of billing and collections to reflect changes that may have occurred in the assessment roll since the prior fiscal year. The City may, at its discretion, provide assistance in compiling or correcting data or information relative to the assessments; however, the City shall not be obligated to prepare, produce or correct such data or information.
- Any corrections or adjustments to the assessment database, as well as the accuracy of any such corrections or adjustments, shall be the responsibility of Recipient.
- Upon request of the City, Recipient shall promptly complete requests for an investigation of discrepancies and make all reasonable efforts to obtain additional documentation related to the assessments upon any or all of the affected properties for which a correction or adjustment is requested.
- 4.11 Liaison with Community. Recipient shall maintain an ongoing relationship with the assessed District property owners and any affected residents and business owners,

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which shall include:

- 4.11.1 Annual Public Meeting. Recipient shall organize and conduct, at a minimum, one annual public meeting to be noticed in writing to all property owners of record in the District. Notice may be provided by U.S. mail, e-mail, or by posting of the notice on District's website. Such notice shall be in addition to the requirements of the Ralph M. Brown Act referenced in Section 4.7 above. The annual meeting shall be conducted at a location convenient to the District. A representative of the City Administrator or his/her designee may attend as a member of the panel to provide information and assistance.
  - 4.11.2 Other Events and activities that involve the members of the District and that encourage attainment of the goals and objectives of the District Plan.
  - 4.11.3 Recipient shall notify all assesseees in writing when an increase in assessments is proposed prior to any increase in assessments being recommended to the City.
  - 4.12 Cost and Expense Records. In accordance with generally accepted accounting principles, Recipient shall maintain full and complete records of activities performed under this Agreement. Such records shall be open to inspection by the City. Recipient agrees to maintain all such records a minimum of four years after the termination of this Agreement.
  - 4.13 Program Coordination. Recipient shall complete Disbursement Duties and shall cooperate with the City Administrator or his/her designee and shall utilize and cooperate with such personnel as the City Administrator or his/her designee shall designate in the implementation of the District Plan and approved annual reports, including program development and coordination of District activities with City functions.
5. City Responsibilities.
- 5.1 Administration. This Agreement shall be administered by the City Manager or his/her designee on behalf of the City. The City Manager or his/her designee shall:
    - 5.1.1 Coordinate the regular collection of the annual assessment through an Interagency Agreement with the County of San Joaquin. Manually bill tax-exempt entities that are not billed through the County of San Joaquin property tax billing procedures but shall be billed by the City of Manteca and have those assessments wired or given to the DMIA. Normally, such transfers from the County to the City shall be provided to the DMIA by December 31<sup>st</sup> of each calendar year as well as April 30<sup>th</sup> of each calendar year based upon the bulk of payment of property taxes and assessments collected by the Council tax assessor.
    - 5.1.2 Provide general assistance, clarification, or information to Recipient, the assessed parties and the public.
    - 5.1.3 Direct the disbursement of funds to Recipient in accordance with this Agreement

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and subsequent approved budgets. City shall promptly forward funds to Recipient in accordance with the terms of this Agreement, but not to exceed 45 days from when funds are transferred from the County to the City.

- 5.1.4 Maintain a liaison with Recipient, including coordination of services with and from various City agencies, departments or divisions, as mutually agreed to by the City Manager or his/her designee and Recipient.
- 5.1.5 District may request trainings to be conducted by City staff, to the extent permitted, including, but not limited to the Ralph M. Brown Act.
- 5.2 Discrepancies and Assessment Disputes. The City Manager or his/her designee may assist with the resolution of any discrepancies in individual assessment amounts or calculations. The City Manager or his/her designee reserves the right to:

  - 5.2.1 Conduct reviews of existing primary data; verify assessment data as compiled by any consultant, subcontractor or other party hired by Recipient; and perform field or on-site inspections to verify the accuracy of existing or secondary data, or to investigate the claim of any property owner in the District.
  - 5.2.2 Recalculate the assessment amount due and direct the City Finance Department to respond appropriately.
- 6 Ownership of Documents. The designs, plans, reports, files, invoices, investigation materials documents prepared or acquired by or for Recipient pursuant to this Agreement become the joint property of the City and Recipient. Recipient agrees to exercise diligence in providing for the secure storage of all such materials and to provide copies of official City records on request from City.
- 7 Independent Contractor. It is expressly agreed that in the performance of the Disbursement Duties necessary to carry out this Agreement, Recipient shall be, and is, an independent contractor, and is not an employee, agent, subsidiary, and/or arm of the City. Recipient has and shall retain the right to exercise full control and supervision of the activities, and full control over the employment, direction, compensation and discharge of all persons assisting Recipient in the performance of its Disbursement Duties hereunder. Recipient shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Recipient's own acts and those of Recipient's subordinates and employees.
- 8 Recipient Not Agent of City. Neither Recipient nor any of its employees, agents, representatives, contractors or subcontractors is or shall be deemed to be an agent of the City for any purpose, including fulfillment of Recipient's obligations pursuant to this Agreement.
- 9 Recipient's Qualifications. Recipient represents that it has the qualifications and skills necessary to perform the Disbursement Duties under this Agreement in a competent and professional

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manner without the advice or direction of City. This means Recipient is able to fulfill the requirements of this Agreement. Failure to perform all of the Disbursement Duties required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Recipient has the complete and sole discretion for the manner in which the work under this Agreement is performed. Recipient will arrange for any necessary staff and board training regarding Recipient's obligations under this Agreement, as well as the requirements of the Improvement Acts.

- 10 Non-Exclusive Relationship. Recipient may perform services for, and contract with, as many additional clients, persons or companies as Recipient, in its sole discretion, sees fit.
- 11 Compliance with the Applicable Laws Improvement Acts and all other laws and regulations applicable to the performance of services under this Agreement.
- 12 Termination on Notice. The City may terminate this Agreement for Recipient's breach of any provision of this Agreement. In addition to the foregoing, the City Manager or his/her designee may review the performance of Recipient under this Agreement annually and, at the City Manager's or his/her designee's sole discretion, the Manager or his/her designee may terminate this Agreement without cause by giving 60 days' written notice to Recipient. Such notice shall be made in accordance with the "Notices" section of this Agreement.
- 13 Non-Discrimination/Equal Employment Practices. Recipient shall use good faith efforts to voluntarily comply with the City's Non-Discrimination/Equal Employment programs and policies specified as follows:
  - 13.1 Recipient shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement. Recipient and Recipient's contractors, subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, veteran status, ethnicity, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS - Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 14 Inspection of Books and Records.
  - 14.1 During the term of this Agreement, and for a period of 4 years after the termination of this Agreement, or 2 years after the closure of any disputed matter, whichever occurs later, (the "Audit Period"), Recipient shall maintain financial and operational records related to this Agreement. Recipient shall make all books and records open to inspection by the governing agency, City Auditor or their individually assigned designee during normal business hours at a location within a 25 mile radius of the City of Manteca for the period designated.
  - 14.2 During the Audit Period, Recipient hereby grants to City or its designee(s), upon one week



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prior notice to Recipient, access to and the right to make copies of any of Recipient's books, statements, documents, papers or records ("Financial Information") that arise from or relate to the terms and conditions of this Agreement and the performance of any duties pursuant to this Agreement, or any other agreement between the parties, in order to permit City to conduct audits, examinations, excerpts and transition audits (collectively hereafter referred to as "Audit or Audits"). Recipient authorizes the City Auditor or his designee to obtain such information directly from these sources. City's right to Audit and to make copies shall apply whether such Financial Information is located at Recipient's offices or at Recipient's banks, financial institutions or lenders, or at the offices of Recipient's financial consultants, accountants or bookkeepers. For the purposes of such Audit, Recipient waives its right to the confidentiality of all Financial Information and Recipient authorizes the City or its designee(s) to access, obtain and make copies of Financial Information directly from Recipient's banks, financial institutions or lenders, or from Recipient's financial consultants, accountants or bookkeepers.

14.3 Such Audits may be performed by City through its employees or by its designees including, without limitation, a third-party auditor retained by City. The City's right to Audit under this section is independent, separate and distinct from any right to audit such books and records reserved by law or contract, or as a condition of funding, by the county, state or federal government.

14.4 If any Audit reveals any variance from any financial record or report received from Recipient by City in excess of 5% of the amount shown on such financial record or report, Recipient shall immediately reimburse City for all costs and expenses incurred in conducting such Audit. Such reimbursement shall be paid for by Recipient using Recipient's own funds, separate and apart, from any funds received by Recipient pursuant to this Agreement. Failure to pay such variance and the cost of the Audit as required herein shall constitute a material breach of the Agreement and City may terminate the Agreement in accord with the termination provisions of Section 12 of this Agreement and Recipient shall be subject to a breach of contract claim for damages by City and a claim for return of all funds provided to Recipient by City pursuant to this Agreement.

15 Insurance. Unless a written waiver is obtained from the City's Risk Manager, Recipient must provide the insurance listed in **Exhibit B Insurance Requirements** attached hereto and incorporated herein by reference.

16 Indemnification.

16.1 Notwithstanding any other provision of this Agreement, Recipient shall indemnify and hold harmless (and at City's request, defend) City, and its Councilmembers, officers, partners, agents, and employees (each of which are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

- (i) Breach of Recipient's obligations, representations or warranties under this Agreement;
- (ii) Act or failure to act in the course of performance by Recipient under this Agreement;

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- (iii) Negligent or willful acts or omissions in the course of performance by Recipient under this Agreement;
  - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Recipient;
  - (v) Unauthorized use or disclosure by Recipient of confidential information that the City may provide Recipient; and
  - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- 16.2 For purposes of the preceding Subsections (i) through (vi), the term "Recipient" includes Recipient, its officers, directors, employees, representatives, agents, servants, consultants, contractors, affiliates, volunteers, and subcontractors.
- 16.3 City shall give Recipient prompt written notice of any such claim of loss or damage and shall cooperate with Recipient, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- 16.4 Notwithstanding the foregoing, if Recipient fails or refuses to defend City with legal counsel acceptable to City, City shall have the right to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Recipient in the amount of anticipated defense costs plus additional reasonable amounts as security for Recipient's obligations under this Section 18. In no event shall Recipient agree to the settlement of any claim described herein without the prior written consent of City.
- 16.5 Recipient acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim that potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Recipient by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Recipient's liability under this Agreement shall not apply to any action or claim arising from the gross negligence or willful misconduct of an Indemnitee.
- 16.6 All of Recipient's obligations under this Section 18 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or earlier termination of this Agreement.
- 16.7 The indemnity set forth in this Section 18 shall not be limited by the City's insurance requirements contained in **Exhibit B Insurance Requirements** hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Recipient in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.
- 16.7.1 Moreover, the DMIA shall not be liable for any liabilities and/or causes of action solely attributable to the City, to ensure that the DMIA Board is not liable for any actions solely attributed to the City and/or its agents.

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- 17 Political Prohibition. Subject to applicable State and Federal laws, moneys paid pursuant to this agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.
- 18 No Waiver. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.
- 19 Assignment. Recipient shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.
- 20 Governing Law. This Agreement shall be governed by the laws of the State of California. The exclusive venue to address any disputes, liabilities, and/or causes of action that arise from this Agreement shall be the Superior Court for the County of San Joaquin, California.
- 21 Notice. If either party shall desire or be required to give notice to the other, such notice shall be given in writing, by prepaid U.S. certified or registered postage, addressed to recipient as follows:

For the City of Manteca  
City of Manteca  
City Manager, Toni Lundgren  
1001 W. Center Street, Suite G – Administration  
BLDG.  
Manteca, CA 95337  
[tlundgren@manteca.gov](mailto:tlundgren@manteca.gov)

For Recipient:  
DOWNTOWN MANTECA IMPROVEMENT  
ASSOCIATION  
Ms. Debra Van Essen  
Interim President

Entire Agreement of the Parties. Subject to Section 1 of this Agreement, this Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Disbursement Duties by Recipient for City with regard to the District and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those duties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

- 22 Modification. Any modification of this Agreement will be effective only if it is in writing signed by both Parties.
- 23 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

### Exhibits:

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**Exhibit A:** Downtown Manteca Community Benefit Improvement District Management Plan

**Exhibit B:** Insurance Requirements

IN WITNESS WHEREOF, CITY OF MANTECA and DOWNTOWN MANTECA IMPROVEMENT ASSOCIATION have executed this Agreement effective on the day and year first hereinabove set forth.

DATED: \_\_\_\_\_  
\_\_\_\_\_ un

BY: Toni Lundgren

TITLE: Manteca City Manager

DATED: \_\_\_\_\_ Downtown Manteca Improvement Association

Debra Van Essen

BY: \_\_\_\_\_

TITLE: President