

AGREEMENT BETWEEN CITY OF SAN DIEGO

AND Pacific Beach Community Development Corp DBA Discover Pacific

FOR FISCAL YEAR 2025

ARTS AND CULTURE TRANSIENT OCCUPANCY TAX ALLOCATIONS

This Agreement **CCSD-2025--33-0587567** (Agreement) is made and entered into between parties (collectively referred to herein as “Parties”) City of San Diego, a California municipal corporation (City), and Pacific Beach Community Development Corp DBA Discover Pacific Beach, a California nonprofit corporation (Recipient), for City to provide funding to Recipient to provide arts and culture activities pursuant to Council Policy 100-03 Transient Occupancy Tax.

RECITALS

- A. Recipient has applied for and been awarded Transient Occupancy Tax (TOT) funding from the Arts, Culture, and Community Festivals (ACCF) category as provided for in Council Policy 100-03. Recipient is a legally constituted private nonprofit organization operating in the field of arts and culture.
- B. This Agreement is made to further the purpose of the ACCF funding priority area of TOT: to enhance the economy and strengthen the arts, cultural, and creative sectors; to contribute to San Diego’s national and international reputation as a creative, cultural destination; to provide access to excellence in culture and the arts for residents and visitors; to enrich the lives of the people of San Diego; and to build healthy, vital neighborhoods.
- C. ACCF funding awarded herein is allocated for one of the following categories: the Organizational Support Program (OSP) category, which provides general operational support to tax-exempt, nonprofit organizations, for the delivery of activities and programming that positively impact San Diego’s quality of life and tourism and provide direct access and increased opportunities for excellence in culture and the arts; the Creative Communities San Diego (CCSD) category, which provides project support for tax-exempt nonprofit organizations to deliver dynamic projects in San Diego neighborhoods that: engage diverse communities in arts, culture, and creativity; and contribute to a more accessible and sustainable creative ecosystem.

The Parties agree as follows:

ARTICLE I

SCOPE OF FUNDED ACTIVITIES AND TERM OF AGREEMENT

1.1 Scope of Funded Activities. Pursuant to Council Policy 100-03, Recipient must provide arts and culture activities that fulfill the purpose of the ACCF priority area in the Transient Occupancy Tax Fund:

- *To enhance the economy and strengthen the arts, cultural, and creative sectors;*
- *To contribute to San Diego's national and international reputation as a creative, cultural destination;*
- *To provide access to excellence in culture and the arts for residents and visitors;*
- *To enrich the lives of the people of San Diego; and*
- *To build healthy, vital neighborhoods.*

Activities must be provided in accordance with Recipient's project details as described in Recipient's Fiscal Year 2025 application, numbered CCSD-2023-00967 , and such application is herein incorporated into this Agreement by reference.

1.1.1 Recipient's Project.

1.2 Agreement Term. The duration of this Agreement is July 1, 2024, and June 30, 2025 (Term). Unless otherwise terminated, Agreement will terminate upon Recipient's receipt of final reimbursement from City for the Term. This Agreement is effective on the last date that it is both signed by the Parties and approved by City Attorney in accordance with Charter section 40.

ARTICLE II AGREEMENT ADMINISTRATOR

2.1 Agreement Administrator. The Executive Director of the office of the City of San Diego Commission for Arts and Culture is designated as City's Agreement Administrator for purposes of this Agreement. The Agreement Administrator or their successor will receive and process all notices, reports, and invoices.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Agreement, service will be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid. Proper notice is effective on the date of personal delivery, or 5 days after deposit in a United States postal mailbox unless provided otherwise in this Agreement.

Notices to City must be addressed to: Agreement Administrator Jonathon Glus Executive Director City of San Diego Office of the Commission for Arts and Culture 1200 Third Avenue, Suite 924 San Diego, CA 92101-4106	Notices to Recipient must be addressed to: Sunny Lee Pacific Beach Community Development Corp DBA Discover I 1503 Garnet Ave San Diego, CA 92109
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ARTICLE III FUNDING

3.1 ACCF Funding Awarded. City will provide the awarded ACCF funding to Recipient on an advance and reimbursement basis outlined herein for Eligible Expenses, defined below, incurred and paid by Recipient in accordance with this Agreement up to a total amount of \$17,906.00. The funding awarded through this Agreement comes from the CCSD. By accepting funding under this Agreement, Recipient discharges City of any and all liabilities under this Agreement with regard to any and all activities, or events funded entirely or in-part by this Agreement.

3.1.1 Eligible Expenses. Eligible expenses are those made to assist an organization in its annual operation or eligible projects in accordance with Council Policy 100-03. (Eligible Expenses) Pursuant to Council Policy 100-03, Attachment A, awarded ACCF funds may not be used as listed in section 2, “General Exclusions and Ineligibility.”

3.1.2 Matching Requirement. Pursuant to Council Policy 100-03, Attachment A, section 3, “Applications,” subsection (e), Recipient’s matching obligation for purposes of this Agreement equals \$17,906.00. Upon City’s request, Recipient must provide evidence of matching funds for the Term

3.2 Manner of Funding. Recipient will be paid in accordance with the terms and conditions specified in the Agreement for expenses incurred during the Term which reflects the City’s fiscal year, as explained below.

- Following completed execution of the Agreement, Recipient will receive 85% of the award as an advanced payment.

Recipient becomes eligible to receive remaining funds as follows:

- The City may require the submission and approval of a Progress Report as defined in Article 3.3.1 below, prior to disbursement of remaining funding.
- Upon submission and approval of the Final Performance Report as defined in Article 3.3.2 below, Recipient may become eligible to receive the final 15% of total award funds as a reimbursement.

The Term reflects the City’s fiscal year (Fiscal Year): July 1 of the current calendar year, through June

30 of the immediately following calendar year. For example, the Term of this Agreement: July 1, 2023, through June 30, 2024, reflects Fiscal Year 2024

Required reports must be submitted by July 31 of the Fiscal Year immediately following the Term. For example, Recipient has until July 31, 2024, to submit required reports reflecting Eligible Expenses incurred during the Term of this Agreement.

Due to the timing of City's accounting procedures, any required reports and payment request submitted after July 31 of the City's fiscal year immediately following the Term will not be paid. City reserves the right to temporarily withhold or adjust reimbursements, subject to City's approval of the progress and/or final performance report, financial disclosures, and any audits required of Recipient under this Agreement. City's approval will not be withheld unreasonably.

3.3 Mandatory Reporting.

3.3.1 Progress Report. Recipient may be required by City to submit a progress report in a format to be specified by City. The progress report may include a description of funding-supported activities that (1) have been undertaken since the funding period start date (2) are scheduled for the remainder of the funding period as well as (3) documentation (e.g., receipts) for expenditure of funds. City will not approve Recipient's final award payment, or release reimbursement for such payment, until Recipient has submitted any required progress reports to City.

3.3.2 Final Performance Report. Recipient must submit a final performance report in a format to be specified by City. City will not approve Recipient's final award disbursement or release reimbursement for eligible expenses, until Recipient has submitted, and City has approved, Recipient's final performance report and documentation (e.g., receipts) for expenditure of all awarded funds.

3.3.3 Significant Changes in Operations. To promote public trust, Recipient must notify City within 15 calendar days of significant changes to Recipient's operations. Examples of such include, but are not limited to, a change of Recipient's primary managing agent (e.g. executive director); a majority change in the membership of Recipient's board of directors; a change in Recipient's financial status such that fulfilling the terms of this Agreement, including the matching funds requirement, are at risk of not being met; a change in Recipient's mission; or Recipient receives written notification that a government agency has begun an investigation of Recipient that may result in a finding that Recipient is or was not in compliance with the law, or that there has been a finding by a government agency or court of competent jurisdiction of a violation of law by Recipient.

3.3.4 Financial Disclosure. Pursuant to Council Policy 100-03, Attachment A, section 7, Recipient must submit the following financial disclosure documentation.

3.3.4.1 A Recipient receiving TOT funds in the amount of \$10,000 or more, but less than \$75,000, within a single fiscal year must submit true, accurate, and complete financial disclosure documentation, within 30 days of the end of Recipient's last complete fiscal year. Such financial disclosure documentation must include a statement of activities, and a statement of financial position for Recipient's last complete fiscal year. Upon written request by the Recipient, and in the sole

discretion of the Agreement Administrator, Recipient may be granted up to 60 additional days to comply with this requirement.

3.3.4.2 A Recipient receiving TOT funds in the amount of \$75,000 or more, within a single fiscal year must submit, in addition to the documents required by Article 3.3.4.1, the following, as applicable:

- a) A Recipient with an operating budget under \$2 million, must submit a financial review of the Recipient's most recently completed fiscal year; such review must be conducted by an independent certified public accountant, and have occurred within 150 days of the end of that fiscal year. The financial review must be prepared in accordance with generally accepted accounting principles; or
- b) A Recipient with an operating budget of \$2 million or more, must submit audited financial statements of the Recipient's most recently completed fiscal year; such audit must be conducted by an independent certificated public accountant, and have occurred within 150 days of the end of that fiscal year. The audit must be prepared in accordance with generally accepted auditing principles.

Upon written request by the Recipient, and in the sole discretion of the Agreement Administrator, Recipient may be granted up to 60 additional days to comply with this requirement.

3.3.4.3 A Recipient receiving City funds in the amount of \$500,000 or more within a single fiscal year, when that funding represents more than 10% of the Recipient's annual budget, must submit, in addition to the documents required by Articles 3.3.4.1 and 3.3.4.2, salary and wage ranges for each of its job classifications, including actual executive salaries and benefits packages.

3.3.5 Debt Disclosure. A Recipient receiving any amount of City funds under this Agreement must submit a disclosure of any debt to City outstanding during Recipient's last complete Fiscal Year, within 90 days of the end of that Fiscal Year.

3.3.6 Impact Data. Upon City's request, Recipient must provide City with data to use in the publication of the City's arts and culture community impact reports.

ARTICLE IV TERMINATION

4.1 City's Right to Terminate for Convenience. City may, at its convenience, terminate all or any portion of this Agreement by giving 30 calendar days written notice of such termination to Recipient. Such termination will be effective 30 calendar days from the date of the written notice. Upon the effective date of such termination, any and all impacted obligations of the Recipient and City pursuant to this Agreement end, unless the City indicates otherwise in the written notice of termination. Despite such termination, and in all cases after such termination, Recipient must deliver to City, at City's request, all data, drawings, specifications, reports, estimates, summaries, and any other information and materials created or received by Recipient in performing this Agreement, whether completed or in process, within 30 calendar days of the effective date of such termination; Recipient

agrees that such delivery obligations survive the termination. Recipient must also immediately return any advanced funds that were not expended prior to receipt by Recipient of City's written notice to terminate, as well as return any advanced funds that were not expended in compliance with this Agreement. By accepting any payment from City after such termination, Recipient discharges all potential claims against the City related to such termination.

4.2 City's Right to Terminate for Noncompliance and Default. If Recipient fails to comply with any condition of this Agreement, or applicable law, regulation, or policy, Recipient will be notified of such noncompliance and may be given an opportunity to come into compliance through additional and reasonably appropriate conditions as determined by City, in City's sole discretion. If City determines that Recipient's noncompliance cannot be remedied by imposing additional and reasonably appropriate conditions, and constitutes default, City may take one or more of the following remedial actions, as appropriate in the circumstances.

4.2.1 Withhold Reimbursement. City may permanently withhold reimbursement.

4.2.2 Disallow Reimbursement. City may deny the use of City funds for all or part of the cost of the service or action not in compliance.

4.2.3 Recovery of Funds. City may seek the return of funds paid to Recipient during the Term of this Agreement.

4.2.4 Disqualification. City may recommend disqualification of Recipient from participating in future City agreements.

4.2.5 Disallow Acknowledgement. City may require removal of Recipient's acknowledgement of City support.

4.2.6 Other Legal Remedies. City may take other remedies that may be legally available.

ARTICLE V ADDITIONAL RECIPIENT OBLIGATIONS

5.1 Responsibility for Damages. Recipient is responsible for all damage that occurs as a result of Recipient's fault or negligence or that of its employees, agents, volunteers, invitees, or representatives in connection with the performance of this Agreement. Recipient must immediately report any such damage to people or property to the Agreement Administrator.

5.2 Records Retention and Examination. Recipient must retain, protect, and maintain in an accessible location all records and documents relating to activities funded in whole or in part by the City under this Agreement, including paper, electronic, and computer records, relating to this Agreement for 5 years after receipt of final reimbursement by City under this Agreement. Recipient must make all such records and documents available for inspection, copying, other reproduction, and auditing, by authorized representatives of City, including the Purchasing Agent or designee. Recipient must make available all requested data and records at reasonable locations within the city or county of San Diego at any time

during normal business hours, and as often as City deems necessary. If records are not made available within the city or county of San Diego, Recipient must pay City's travel costs, including all related expenses, to the location where the records are maintained. Failure to make requested records available for inspection, copying, other reproduction, or auditing by the date requested may result in termination of the Agreement. Recipient must include this provision in all subcontracts made in connection with this Agreement.

5.2.1 Recipient must maintain records of all subcontracts entered into with all firms, all project invoices received from subcontractors and suppliers, all purchases of materials and services from suppliers, and all joint venture participation. Records must show name, telephone number including area code, and business address of each subcontractor, supplier, and joint venture partner; and the total amount actually paid to each. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.3 Duty to Cooperate with Auditor. In City Auditor's sole discretion, but only for purposes of performing their responsibilities under Charter section 39.2, the City Auditor may review Recipient's records to confirm Agreement compliance, at no additional cost to the City. Recipient must make reasonable efforts to cooperate with Auditor's requests.

5.4 Licenses and Permits. Recipient, at no cost to the City, must obtain any necessary licenses, permits, certifications, accreditations, fees, and approvals for complying with any federal, state, county, municipal, or other law, code, or regulation applicable to Agreement performance. This includes, but is not limited to, any law or regulation requiring the use of licensed contractors to perform work applicable to the Agreement.

5.5 Representations and Warranties. Recipient represents and warrants that for the entire Term of this Agreement: 1) they have been assigned a valid Employer Identification Number (EIN) by the Internal Revenue Service; 2) according to the State of California Department of Industrial Relations' Division of Labor Standards Enforcement (DLSE), they are not barred from bidding on, accepting, or performing any public works contracts either as a contractor or subcontractor; 3) the status of their registration as a charity is current with the State of California Department of Justice's Office of the Attorney General; and 4) their status with the California Secretary of State is active. If Recipient is found to make any false representation or warranty, City may terminate this Agreement under Articles 4.2 et seq of this Agreement.

5.6 Taxpayer Identification Number and Certification. Recipient, if doing business with City for the first time, must submit a completed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification. Failure to submit said form will delay City's reimbursement(s) to Recipient.

5.7 Acknowledging City. Recipient must acknowledge City in advertisements relating to activities funded, in whole or in part by the City under this Agreement, including but not limited to print, online, and broadcast. The logo provided by City must be used. In addition to the logo, the following credit line should also be used: "Financial support is provided by the City of San Diego Commission for Arts and Culture." If City terminates this Agreement, City may require that Recipient remove acknowledgement of City support from advertisements.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Intellectual Property Rights. If, in connection with the activities performed and funded in whole or in part under this Agreement, Recipient or its employees, agents, or subcontractors, create or acquire authorship or ownership of artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Intellectual Property Materials), all rights, titles, and interests of the Recipient or its employees, agents, or subcontractors in and to the content of the Intellectual Property Materials, including, but not limited to, publication, and registration of copyrights, and trademarks in the Intellectual Property Materials, are the sole property and rights of Recipient.

6.1.1 City's License to Reproduce. To the extent Recipient may legally do so, Recipient grants to City, and other parties duly authorized by City, a nonexclusive, irrevocable, and royalty-free license to reproduce any Intellectual Property Materials. Any such authorized reproduction by City or others under its control will credit Recipient and may be used for educational, public relations, tourism, and arts promotional purposes including, but not limited to: reproducing or preparing photographs, other two-dimensional reproductions, or digital reproductions; and displaying, distributing, and transmitting such reproductions to the general public. Such reproductions and transmissions may be in magazines, books, newspapers, journals, brochures, pamphlets, exhibition catalogues, films, television, video, websites, slides, negatives, prints, electronic media, DVD, CD, computerized retrieval systems, and any means or methods now known or hereafter invented in connection with City activities. If there is a limitation to the above license, or Recipient's ability to provide the above license, due to third-party interests, Recipient must notify City in writing, specifying such limitations to City.

6.1.1.1 Credit for Reproductions. City agrees that, unless Recipient requests the contrary in writing, all formal references to, and reproductions of, any Intellectual Property Materials will credit Recipient with "© [Recipient's name]".

6.2 Intellectual Property Warranty and Indemnification. Unless City is notified otherwise in writing by Recipient, Recipient represents and warrants that any materials or deliverables, including all Intellectual Property Materials, created or acquired by the Recipient under this Agreement are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent, or other intellectual property rights of any third party, or are in the public domain. If Intellectual Property Materials referenced hereunder become the subject of a claim, suit, or allegation of copyright, trademark, or patent infringement, Recipient must indemnify, defend, and hold harmless City and its elected officials, officers, employees, agents, and representatives from and against any and all claims, actions, costs, judgments, or damages of any type, being, alleging, or threatening that any Intellectual Property Materials, supplies, equipment, activities, or works provided under this Agreement infringed the copyright, trademark, patent, or other intellectual property, or proprietary rights, of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Recipient receives reimbursement under this Agreement, City will be entitled, upon written notice to Recipient, to withhold some or all of such reimbursement.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification. To the fullest extent permitted by law, Recipient must defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Recipient or its subcontractors), expense, and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any performance under this Agreement by Recipient, any subcontractor, anyone directly or indirectly employed by either of them, anyone that either of them control, or any agent, volunteer, invitee, or representative of either of them. Recipient's duty to defend, indemnify, protect, and hold harmless does not include any claims or liabilities arising from the sole negligence or willful misconduct of any of the Indemnified Parties.

ARTICLE VIII COMPLIANCE WITH LAWS AND POLICIES

8.1 Recipient Certification of Compliance. By signing this Agreement, Recipient certifies that Recipient is aware of, and will comply with, these City-mandated clauses throughout the duration of the Agreement.

8.1.1 California Public Records Act, Government Code Sections 7920.000 et seq. Recipient agrees that all documents related to the funding request, including, but not limited to, the contents of this Agreement, application materials, expenditure documentation, and any documents pertaining to the performance of the Agreement are public records and, therefore, subject to public disclosure. Recipient acknowledges and will comply with the California Public Records Act.

8.1.2 Drug-Free Workplace Certification. Recipient must comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Agreement by this reference.

8.1.3 Recipient Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Recipient must comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Recipient must comply with the most restrictive requirement (i.e., that which provides the most access). Recipient also must comply with the City's ADA Compliance/City Contractor requirements as set forth in Council Policy 100-04, which is incorporated into the Agreement by this reference. Recipient warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this Agreement contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

8.1.4 Council Policy 100-03 Transient Occupancy Tax. Recipient must comply with City's TOT requirements set forth in Council Policy 100-03, which is incorporated into the Agreement by this reference.

8.1.5 Noise Abatement and Control, San Diego Municipal Code (SDMC) Sections 59.5.0101 et seq. Recipient must operate, conduct, or construct in compliance with City's Noise Abatement and Control ordinances certified in the SDMC.

8.1.6 Storm Water Management and Discharge Control, SDMC Sections 43.0301 et seq. Recipient must comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering activities at City owned, leased, or managed property, or in performance of activities on behalf of City regardless of location. Recipient must comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended. Recipient must comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the activities to minimize any negative impact to the storm water collection system and environment.

8.1.7 Lobbying and Political Activities. Recipient must not use, and must require its subcontractors not to use, any of the funds, personnel, or materials received in connection with this Agreement, to influence, or attempt to influence, any governmental decision or election in any manner, whatsoever. This prohibition applies to any decision of any kind to be made by any electorate, legislative body, agency, bureau, board, commission, district, or any other instrument of federal, state, or local government. The term, "influence or attempt to influence," means the making, with the intent to influence, any communication to, or appearance before, any officer, employee, or appointee of any governmental entity, as well as any communication made to any electorate, regarding any ballot measure or candidate election.

8.1.8 Contractor Standards, SDMC Sections 22.3004 et seq. Recipient must comply with Contractor Standards provisions codified in the SDMC sections 22.3004 et seq. Recipient understands and agrees that violation of Contractor Standards may be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions. Recipient must notify City within 15 calendar days upon receiving written notification that a government agency has begun an investigation of Recipient that may result in a finding that Recipient is or was, not in compliance with the law, or that there has been a finding by a government agency or court of competent jurisdiction of a violation of such law by Recipient. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by City.

8.1.9 Non-Discrimination Requirements.

8.1.9.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Recipient must comply with City's EOCP Requirements. Recipient must not discriminate against any employee or applicant for employment on any basis prohibited by law. Recipient must

provide equal opportunity in all employment practices. Recipient must ensure that their subcontractors comply with this program. Nothing in this Article can be interpreted to hold Recipient liable for any discriminatory practice of its subcontractors.

8.1.9.2 Nondiscrimination in Contracting, SDMC Sections 22.3501 et seq.

Recipient must not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Recipient must provide equal opportunity for subcontractors to participate in subcontracting opportunities. Recipient understands and agrees that violation of this clause will be considered a material breach of the Agreement, and may result in Agreement termination, debarment, or other sanctions. Recipient must ensure that this language is included in agreements between Recipient and any subcontractors, vendors, or suppliers.

8.1.9.3 Compliance Investigations. Upon City's request, Recipient agrees to provide to City, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Recipient has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Recipient for each subcontract or supply contract. Recipient further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Recipient understands and agrees that violation of this clause will be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions.

8.1.9.4 Equal Benefits Ordinance, SDMC Sections 22.4301 et seq. Unless an exception applies, Recipient must comply with the Equal Benefits Ordinance (EBO) codified in the SDMC sections 22.4302 et seq. Failure to maintain equal benefits is a material breach of the Agreement.

8.1.9.5 Equal Pay Ordinance, SDMC Sections 22.4801 et seq. Unless an exception applies, Recipient must comply with the Equal Pay Ordinance (EPO) codified in SDMC sections 22.4801 et seq. Recipient must require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Recipient must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Recipient acknowledges the EPO requirements and pledges ongoing compliance with the EPO, throughout the Term of this Agreement.

8.1.10 Recipient Standards of Conduct. Recipient is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

ARTICLE IX CONFLICT OF INTEREST

9.1 Conflict of Interest Laws. Recipient is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090 et seq. and 81000 et seq., and the Ethics Ordinance codified in the SDMC sections 27.3501 et seq. City may determine that Recipient

must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Recipient must submit the necessary documents to City.

9.2 Recipient's Responsibility for Employees and Agents. Recipient is required to establish and make known to its employees, agents, subcontractors, volunteers, and representatives appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

9.3 Recipient's Financial or Organizational Interests. In connection with any task, Recipient must not recommend or specify any product, supplier, or contractor with whom Recipient has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

9.4 Certification of Non-Collusion. Recipient certifies that: (1) Recipient's application for funding was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Recipient did not directly or indirectly induce or solicit any other applicant to put in a sham application; (3) Recipient did not directly or indirectly induce or solicit any other person, firm, or corporation to refrain from applying; and (4) Recipient did not seek by collusion to secure any advantage over the other applicants.

9.5 Hiring City Employees. This Agreement will be unilaterally and immediately terminated by City if Recipient employs an individual who, within the 12 months immediately preceding such employment, in their capacity as a City officer or employee, participated in negotiations with, or otherwise had an influence on the selection of Recipient.

ARTICLE X DISPUTE RESOLUTION

10.1 Mandatory Non-Binding Mediation. If a dispute arises out of or relates to this Agreement or default thereof under Article 4.2, and cannot be settled or resolved through informal negotiations, Recipient and City must use non-binding mediation before having recourse in a court of law.

10.2 Selection of Mediator. A single mediator that is acceptable to both Parties must be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible.

10.2.1 Any such mediation must be held in San Diego, California, and be subject to California law pursuant to Articles 12.6 and 12.7 below.

10.3 Expenses. The expenses of witnesses, or presenting evidence, for either side related to mediation must be paid by the party producing such witnesses or evidence. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any professional or expert advice produced at the direct request of the mediator, must be borne equally by the Parties, unless they agree otherwise.

10.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings, and admissions related to mediation hearings will be confidential (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The parties may agree to exchange any information they deem necessary. Both Parties must have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor, City Council, or both. Either party may have attorneys, witnesses, or experts present.

10.5 Mediation Results. Any agreements resulting from mediation must be memorialized in writing. The results of the mediation will not be final or binding unless otherwise agreed to in writing by the Parties. Mediators are not subject to any subpoena or liability, and their actions will not be subject to discovery.

ARTICLE XI MANDATORY ASSISTANCE

11.1 Mandatory Assistance. If a third party dispute or litigation arises out of, or relates in any way to the activities provided to the City under this Agreement, Recipient, its agents, officers, employees, and subcontractors agree to, and must assist in resolving the dispute or litigation upon City's request (Mandatory Assistance). Mandatory Assistance includes, but is not limited to, providing professional, non-legal consultations, attending mediations, arbitrations, depositions, trials, or any event related to resolution of the dispute or litigation.

11.2 Compensation for Mandatory Assistance. City will compensate Recipient for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, to be attributable in whole, or in part, to the acts or omissions of Recipient, its agents, officers, employees, and subcontractors, Recipient must reimburse City for all fees paid to Recipient, its agents, officers, employees, and subcontractors for Mandatory Assistance.

11.3 Attorney Fees Related to Mandatory Assistance. In providing City with Mandatory Assistance, Recipient or its agents, officers, employees, representatives, volunteers, and subcontractors may incur expenses and costs. Recipient agrees that any attorney fees it or its agents, officers, employees, representatives, volunteers, and subcontractors may incur as a result of providing Mandatory Assistance, are not reimbursable.

ARTICLE XII MISCELLANEOUS

12.1 [Reserved]

12.2 Non-Assignment. Recipient may not assign the obligations under this Agreement, whether by express assignment or by transfer of the organization, nor any monies due or to become due under this Agreement, without City's prior written approval. Any assignment in violation of this

paragraph will constitute a default and is grounds for termination of this Agreement at the City's sole discretion. In no event will any putative assignment create a contractual relationship between City and any putative assignee.

12.3 Independent Contractors. Recipient and any subcontractors employed by Recipient are independent Recipients and not agents of City. Any provisions of this Agreement that may appear to give City any right to direct Recipient concerning the details of performing or providing the goods and activities, or to exercise any control over performance of the Agreement, means only that Recipient will follow the direction of City concerning the end results of the performance.

12.4 Persons Designated by Recipient. Recipient is responsible for the work of all persons assigned to perform any work related to, or funded entirely or in-part, by this Agreement, including any subcontractors.

12.5 Compliance with Controlling Law. Recipient must comply with all applicable local, state, and federal laws, regulations, and policies. Any act or omission by Recipient in violation of any applicable local, state, or federal law, regulation, or policy, is grounds for Agreement termination. In addition to all other remedies or damages allowed by law, Recipient is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Recipient may be subject to suspension, debarment, or both.

12.6 Governing Law. This Agreement is, and must be deemed to be, made under, construed in accordance with, and governed by the laws of the state of California without regard to conflict, or choice, of law provisions thereof.

12.7 Venue. The venue for any suit concerning this Agreement, the interpretation or application of any of its terms and conditions, or any related disputes must be in the county of San Diego, California.

12.8 Successors in Interest. Notwithstanding Article 12.2, at the City's sole discretion, this Agreement and all rights and obligations created by this Agreement will be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement are vested and binding on any party's successor in interest.

12.9 No Waiver. No failure of either City or Recipient to insist upon the strict performance by the other of any covenant, term, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, will constitute a waiver of any such breach of such covenant, term, or condition. No waiver of any breach will affect the enforceability of, or alter, this Agreement, and each and every covenant, condition, and term hereof will continue in full force and effect without regard to any existing or subsequent breach.

12.10 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement will not render any other provision of this Agreement unenforceable, invalid, or illegal.

12.11 Drafting Ambiguities. The Parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiation of the terms and conditions of this Agreement, and the

decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement must not be construed in favor of, or against, either party based on their level of participation in drafting this Agreement.

12.12 Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by a written agreement executed by duly authorized representatives of City and Recipient. Oral amendments have no force or effect. The Purchasing Agent must sign all Agreement amendments.

12.13 Conflicts Between Terms. If this Agreement conflicts with an applicable local, state, or federal law, regulation, or court order, the applicable local, state, or federal law, regulation, or court order will control. Varying degrees of stringency among the main body of this Agreement, its exhibits or attachments, and laws, regulations, or court orders must not be deemed conflicts, and the most stringent requirement will control. Each party must notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

12.14 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive, completion and acceptance of performance, termination, expiration, or satisfaction of the Agreement.

12.15 Insolvency. If Recipient enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Recipient agrees to furnish, by certified mail or electronic commerce method authorized by this Agreement, written notification of the bankruptcy to the City's Purchasing Agent and the Agreement Administrator. This notification must be furnished within 5 days of the initiation of the proceedings relating to bankruptcy filing. This notification must include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final reimbursement is made under this Agreement.

12.16 No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No party other than City and Recipient will have the right to enforce any of the provisions of this Agreement.

12.17 Actions of City in its Governmental Capacity. Nothing in this Agreement may be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

12.18 Integrated Agreement. This Agreement, its exhibits, and references incorporated herein fully express all understandings and agreements of the Parties concerning the matters covered in this Agreement. All prior understandings and agreements of the Parties concerning the matters covered in this Agreement have no force and effect.

12.19 Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this

Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreements, and that this Agreement is binding upon such person or entity in accordance with its terms.

12.20 Counterparts. This Agreement may be executed and delivered in counterparts, which, when taken together, will constitute the single signed original as though City and Recipient had executed and delivered the same page.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Agreement is executed by City and Recipient acting by and through their authorized representatives.

Pacific Beach Community Development Corp DBA Discover Pacific Beach
A California Nonprofit Corporation

By: 
randall.engstrom (Oct 21, 2024 15:58 PDT)

Name: randall engstrom

Title: president

Date: Oct 21, 2024

CITY OF SAN DIEGO,
A California Municipal Corporation

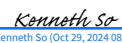

Jonathon Glus (Nov 20, 2024 11:01 PST)

Jonathon Glus
Executive Director, Commission for Arts and Culture

Date Nov 20, 2024

APPROVED AS TO FORM:

MARA W. ELLIOTT,
City Attorney

By: 
Kenneth So (Oct 29, 2024 08:57 PDT)
Deputy City Attorney

Date Oct 29, 2024



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: June 22, 2023

TO: Christine Jones, Chief of Civic Arts Strategies, Commission for Arts and Culture

FROM: Carla Stephens, Program Manager, Risk Management

SUBJECT: Elimination of Insurance Requirements for FY24 and FY25 Arts and Culture
Transient Occupancy Tax Agreements

This is to confirm Risk Management's approval to eliminate insurance requirements from Arts and Culture Transient Occupancy Tax Agreements for Fiscal Year 2024 and FY2025. The Commission for Arts and Culture has provided confirmation of no known claims from these contracts. The Commission also categorized these contracts as Financial Assistance Agreements as defined by the San Diego Municipal Code.

Risk Management conducted a review of its claims experience and concluded that it had not received any claims in connection to such financial assistance agreements and deems these contracts represent a low liability exposure for the City. Further, although the agreements will no longer include insurance requirements, the agreements will continue to include an indemnification clause.

Risk Management looks forward to working with the Commission on future year agreements.

Regards,

Carla Stephens

Carla Stephens
Program Manager

CC/cc

Cc: Angela Colton, Risk Management Director
James Eischen III, Arts and Culture Project Manager, Commission for Arts and Culture
Kenneth So, Deputy City Attorney, Office of City Attorney



SERVICE DISRUPTION - Site will be unavailable intermittently from Wednesday August 21, 2024 5:30 PM to Thursday August 22, 2024 6:30 AM

Registrant Details

Entity type: Corporate Class as registered with the Secretary of State or based on founding & registration documents.

Organization Name:	THE PACIFIC BEACH COMMUNITY DEVELOPMENT CORPORATION	IRS FEIN:	330587567
Entity Type:	Charitable or nonprofit corporation	SOS/FTB Corporate/Organization Number:	1684403
Registry Status:	Current	Renewal Due/Exp. Date:	11/15/2024
RCT Registration Number:	112012	Issue Date:	6/30/2006
Record Type:	Charity Registration	Effective Date:	6/30/2006
Date of Last Renewal:	4/17/2024	DBA:	DISCOVER PACIFIC BEACH

Mailing Address

Street:	1503 GARNET AVE
Street Line 2:	
City, State Zip:	SAN DIEGO CA 92109

Filings & Correspondence

Miscellaneous Documents	Return Envelope - 1503 Grant Avenue
CT-551D Form RRF-1 Refund	Return Check Letter
Incomplete Form Notice 2012	Incomplete Form Notice 2012
Renewal Filing	2023
Renewal Filing	2022
Renewal Filing	2021
Renewal Filing	2020
Renewal Filing	2019
Renewal Filing	2018
Form RRF-1	2017
IRS Form 990 Series	2017
2016 RRF-1	2016 RRF-1
2016 IRS Form 990	2016 IRS Form 990
2015 RRF-1	2015 RRF-1
2015 IRS Form 990	2015 IRS Form 990
RRF-1 2013	2013 RRF-1
IRS Form 990 2013	2013 IRS Form 990
RRF-1 2012	2012 RRF-1
IRS Form 990 2012	2012 IRS Form 990
RRF-1 2011	2011 RRF-1
IRS Form 990 2011	2011 IRS Form 990
RRF-1 2010	2010 RRF-1
IRS Form 990 2010	2010 IRS Form 990
RRF-1 2009	2009 RRF-1
IRS Form 990 2009	2009 IRS Form 990
CT-551D Form RRF-1 Refund	1503 GARNET AVENUE

Annual Renewal Data

Related Registrations & Event Reports

The related records shown below depend on the record type being viewed:

- Charity Registrations relate to Professional Fundraising Events which relate to Professional Fundraiser Registrations.
- Raffle Registrations relate to Raffle Reports.
- Click on the **RCT Registration No** to navigate to the related record.

No Related Records

Status of Filing: Accepted

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Business Search

The California Business Search provides access to available information for **corporations**, **limited liability companies** and **limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, a **basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest

THE PACIFIC BEACH COMMUNITY
DEVELOPMENT CORPORATION
(1684403)



Request
Certificate

Initial Filing Date	04/05/1991
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Nonprofit Corporation - CA - Public Benefit
Principal Address	1503 GARNET AVE SAN DIGO, CA 92109
Mailing Address	1503 GARNET AVE SAN DIEGO,CA92109
Statement of Info Due Date	04/30/2025
Agent	Individual LYSUNDRA LEE 1503 GARNET AVE. SAN DIEGO, CA 92109



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Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

THE PACIFIC BEACH COMMUNITY DEVELOPMENT CORPORATION (1684403)



Request Certificate

Initial Filing Date	04/05/1991
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
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Formed In	CALIFORNIA
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Results: 1

Entity Information

Initial Filing Date

THE PACIFIC BEACH COMMUNITY DEVELOPMENT CORPORATION (1684403)

04/05/1991

THE PACIFIC BEACH COMMUNITY DEVELOPMENT CORPORATION (1684403)

Request Certificate

Initial Filing Date

04/05/1991

Status

Active

Standing - SOS

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Standing - Agent

Good

Standing - VCFCF

Good

Formed In

CALIFORNIA

Entity Type

Nonprofit Corporation - CA - Public Benefit

Principal Address

1503 GARNET AVE
SAN DIEGO, CA 92109

Mailing Address

1503 GARNET AVE
SAN DIEGO,CA92109

Statement of Info Due Date

04/30/2025

Agent

Individual
LYSUNDRA LEE
1503 GARNET AVE.
SAN DIEGO, CA 92109

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All Words ▼

e.g. 1606N020Q02



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Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

Showing 1 - 1 of 1 results

Sort by

Date Modified/Updated ▼

PACIFIC BEACH BUSINESS IMPROVEMENT ASSOCIATION ● ID Assigned

Unique Entity ID
KZ1YLA83H8K6

Physical Address
1503 GARNET AVE, SAN DIEGO, CA
92109 USA

Entity

Assigned Date
Aug 28, 2023



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of 1



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