

**Downtown Modesto Partnership  
Board of Directors  
Meeting Agenda**

<b>Date of Meeting:</b>	11/14/18	<b>Time:</b>	4:00PM
<b>Board Chair:</b>	Fred Silva	<b>Location:</b>	1625 I Street
<b>1. Discussion Items</b>			
<b>#</b>	<b>Topics</b>	<b>Presenter</b>	
1	Welcome and Approval of Minutes (2 min)	Fred S.	
2	Public Comments (The Board of Directors welcomes participation in meetings. This time on the agenda is provided for members of the public to address the Board of Directors of DMP on matters of concern that fall within the jurisdiction of the Board that are not on the agenda. Speakers are encouraged to consult with management prior to agenda preparation regarding any DMP operation or responsibility. As per the Brown act, no action can be taken on non-agenda issues. It is not required, but speakers may provide their name and address. Because these are non-agenda matters, no discussion or comment by the Board should be expected except to properly refer the matter for review or action as happropriate. Public Comments will be limited to five minutes per speaker.) (5 min)	Any	
3	Administrative Update (Recap of past month's activities and upcoming initiatives: Downtown Experience Engineers, Downtown Property Owner Survey, Pilates on the Gallo Green, Replanting Empty Treewells, Installation of New Trash Receptacles, Holiday Decorations, Discover DoMo Promo, 10 <sup>th</sup> Street Landscaping Project, Financials) (20 min)	Josh B.	
4	Executive Team Update (Recap of previous month's Executive Committee Meeting: Board Member Nominations, Modesto Marathon Sponsorship) (5 min)	Fred S.	
5	Action: Executive Team Recommendation - Dicsuss Office Relocation (20 min)	Barrett L.	
6	Action: Executive Team Recommendation - Discuss contract for field services (20 min)	Rose L.	
7	Action: Executive Team Recommendation - Discuss 2018/2019 Operating Budget (10 min)	Lynn D.	
8	Action: Executive Team Recommendation - Discus Changes to Bylaws	Fred S.	
9	Board Members Forum (This is a time for board members to raise items of concern or make announcements. Per the Brown act, no discussion or action can take place on any issues raised.) (5 mins)	Any	
10	Adjourn Regular Meeting	Fred S.	

**2. Pre-work/Preparation (documents/handouts to bring, reading material, etc.)**

<b>Description</b>	<b>Brought by</b>
10/10/18 Board Meeting Minutes	Susan M.
Administrative Update Summary	Susan M..
Office Contract Terms	Susan M.
StreetPlus Packet	Susan M.
2018/2019 Operating Budget	Susan M.
Bylaws Revisions	Susan M.

## Downtown Modesto Partnership Board of Directors Meeting Minutes



















<b>Date of Meeting:</b>	10/10/18	<b>Time:</b>	4:00 PM
<b>Minutes Prepared By:</b>	Susan Martin	<b>Location:</b>	1625 I Street Modesto
<b>1. Attendance</b>			
Present	Rose Louis, Josh Bridegroom, Barrett Lipomi, Lynn Dickerson, Ann Endsley, Mike Goss, Saul Trujillo, Ted Brandvold		
Absent	Fred Silva, David Boring, , Ryan Swehla, Greg Reed, Mike Moradian		
Others	Stephanie Burtch, Susan Martin		
<b>2. Discussion</b>			
#	Topics	Presenter	
1	<p>Welcome and Approval of Minutes</p> <ul style="list-style-type: none"> <li>- Lynn opened the meeting at 4:00 p.m.</li> <li>- Lynn asked for approval of minutes from the 09/12/18 board meeting. <ul style="list-style-type: none"> <li>o Board approved the minutes as presented (R. Louis/S. Trujillo; unanimous)</li> </ul> </li> </ul>	Lynn D.	
2	<p>Public Comments</p> <ul style="list-style-type: none"> <li>- None</li> </ul>	Any	
3	<p>Administrative Update (Recap of past month's activities and upcoming initiatives)</p> <ul style="list-style-type: none"> <li>- Josh identified that we hired our fifth Experience Engineer and we were at full staff. Josh presented the stats from the prior month and reviewed the stats provided by Rank Security. He indicated that these were accurate.</li> <li>- Rose and Josh discussed the Property Owner survey, identifying that it is in draft form and would be sent out prior to the next board meeting.</li> <li>- Lynn and Stephanie recapped Pilates on the Gallo Green. There were approximately 35 participants. Rank Security provided additional support to stop any possible social disruptions.</li> <li>- Josh recapped the final First Friday of the season. The event was very successful as was the collaboration with the Four Friends Market. There were eighty-two vendors that participated in the event. The attendance increased each month.</li> <li>- Lynn discussed that Modesto Rotary is assisting in helping to get trees replaced in all the empty tree wells. The trees will be installed on Saturday October 20<sup>th</sup>. They were planning on planting approximately fifty trees. The Experience Engineers will assist with any clean-up when they arrive on their shift. Business owners will be asked to keep an eye on them for maintenance issues.</li> <li>- Josh relayed that eight new trash receptacles had been ordered. The estimated arrival will be mid-December.</li> </ul>	Josh B.	

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<b>Minutes Prepared By:</b>	Susan Martin	<b>Location:</b>	1625 I Street Modesto
	<ul style="list-style-type: none"> <li>- Ann Endsley is working with Josh and a few other members of the community to redo the landscaping in the 10<sup>th</sup> Street planter boxes. Chad Kennedy has provided a landscaping plan and Ann is assisting to cover the cost of the project. The group will be coordinating with the City to make sure that the irrigation systems are working correctly.</li> <li>- Josh discussed that he is working with a company called Downtown Decorations to get some ideas on how to decorate the downtown for the holiday season.</li> <li>- Josh discussed the upcoming Discover DoMo Promo. Josh indicated that Modesto On Ice is going to have an all-day-skate program this season. Business and restaurants will be providing discounts and specials for program participants. The goal of this program is to incentivize downtown guests to linger longer and discover all the good things DoMo has to offer.</li> <li>- The current financials were provided and reviewed. Josh identified that there are a couple shifts in expenditure line items to better-reflect their natural classifications, specifically <ul style="list-style-type: none"> <li>o All photography costs originally faced under Events have been moved to Advertising.</li> <li>o The refresh of the musical crosswalks, new tree on 10<sup>th</sup> Street, and the utility art box projects placed in Events were moved to Public Space Beautification.</li> </ul> </li> </ul>		
4	<p><b>Executive Team Update</b></p> <ul style="list-style-type: none"> <li>- Barrett recapped the Executive Team Meeting. He indicated that the committee discussed recommending the board appoint the Executive Team as the nominating committee, as has been done in the past. He mentioned the homeless survey, and asked Josh to expand upon it. Josh identified that 104 homeless individuals had been interviewed. Many indicated that they have become homeless due to mental illness or drug use. He wants to finalize White Paper for the County soon. Lynn indicated that we should also send this document to Diane Feinstein and any other state representatives that we can. Josh indicated that he has been working with a group to pick out new holiday decorations for an area of downtown. He stated that Leadership Modesto will provided \$9500 towards the purchase of new holiday decorations and we would cover the remaining amount.</li> </ul>	Barrett L.	
5	<p><b>Action: Executive Team Recommendation – Discuss appointing Executive Team as Nominating Committee to oversee the upcoming board nominations.</b></p> <ul style="list-style-type: none"> <li>- Rose discussed the upcoming board nomination process. She covered who was coming off the board this year. She conveyed the recommendation to appoint the Executive Team to function as the Nominating Committee for the upcoming board nominations. <ul style="list-style-type: none"> <li>o The Board approved the Executive Team as the Nominating Committee for the upcoming Board Nominations (R. Louis/M Goss; unanimous)</li> </ul> </li> </ul>	Rose L.	
6	<p><b>Action: Discuss holiday decorations for the downtown core</b></p> <ul style="list-style-type: none"> <li>- Josh informed the board that Leadership Modesto committed to provide \$9,470 towards the cost of downtown holiday decorations. They have requested that we pay the cost upfront and they will reimburse us once the items are purchased. Josh requested approval to transfer \$9500 from the reserve</li> </ul>	Josh B.	

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	<p>account into the Public Space Beautification account to assist in covering the cost and authorization to spend \$15,000 on holiday decorations.</p> <ul style="list-style-type: none"> <li>o The Board approved moving \$9500 from the reserve account into the Public Space Beautification Account to assist in purchasing holiday decorations, with the understanding that \$9,470 will be reimbursed by Leadership Modesto. (B. Limpomi/S. Trujillo; unanimous)</li> <li>o The board approved the expenditure of up to \$15,000 on holiday decorations for downtown. (B. Lipomi/S. Trujillo; unanimous)</li> </ul>		
7	<p>Board Member Forum</p> <ul style="list-style-type: none"> <li>- There was general discussion around the table.</li> </ul>	Any	
8	<p>Adjourn Regular Meeting</p> <ul style="list-style-type: none"> <li>- Lynn adjourned the regular meeting at 4:50 p.m.</li> </ul>	Lynn D.	

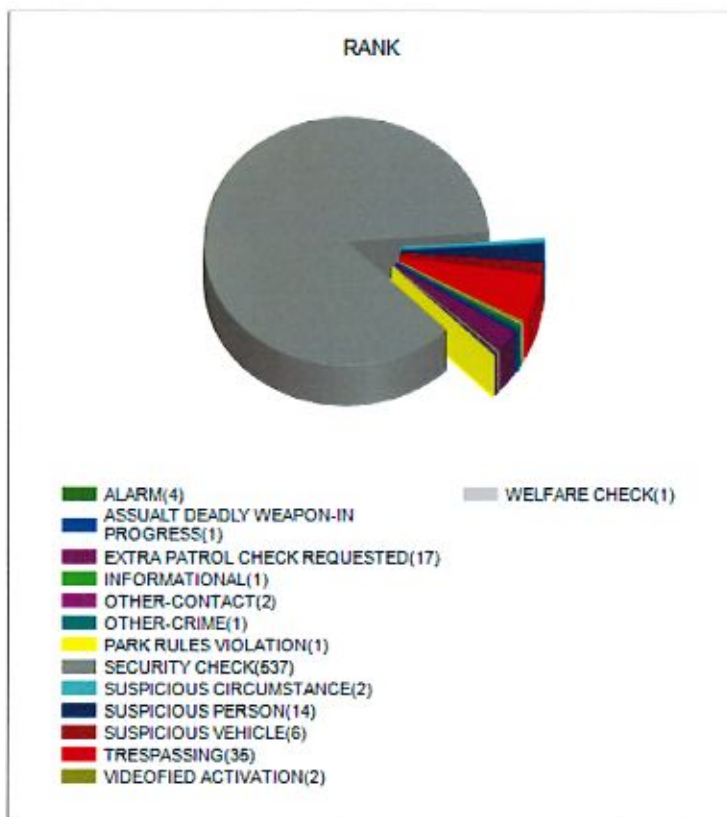
3. Action Items			
Action	Owner	Due Date	
Work with City on the Downtown Vision Document	Josh	Ongoing	
Josh to finalize order of holiday decorations	Josh	11/14/18	
Finalize and distribute property owner survey	Josh	11/14/18	
5. Next Meeting (if applicable)			
<b>Date:</b> (MM/DD/YYYY)	11/14/18	<b>Time:</b>	4:00pm
		<b>Location:</b>	1625 I Street Modesto

By the Numbers – October 2018

	October 2018	Month over Month (September 2018 to October 2018)	Year over Year (FY 2016-2017 Through October vs FY 2017-2018 Through October)
Pounds of Trash Collected	51,073	 +18,080	 +89,922
Graffiti Spots Removed	103	 -2	 +618
Business Interactions	762	 +266	 -1,550
Calls for Service	92	 +34	 +132
Homeless Engagements	306	 +136	 +131
Homeless Referred to Services	55	 +36	 -42
Anti-Social Behavior Abated	106	 +9	 0
Patron Interactions	623	 +194	 +2,554
Patrons Referred to Businesses/Services	123	 +52	 -185

## October By the Numbers – Rank Security

Group	Security Call Type	Totals
RANK	ALARM	4
	ASSAULT DEADLY WEAPON-IN PROGRESS	1
	EXTRA PAROL CHECK REQUESTED	17
	INFORMATIONAL	1
	OTHER-CONTACT	2
	OTHER-CRIME	1
	PARK RULES VIOLATION	1
	SECURITY CHECK	537
	SUSPICIOUS CIRCUMSTANCE	2
	SUSPICIOUS PERSON	14
	SUSPICIOUS VEHICLE	6
	TRESSPASSING	35
	VIDEOFIED ACTIVATION	2
	WELFARE CHECK	1
Total	624	
Total		624



**Downtown Modesto Partnership  
Budget vs. Actuals: FY 2017-2018**

YTD October 31, 2018

Mid-Year Adjusted Budget

	YTD Actual	YTD Budget	YTD Variance	Annual Budget	% of Annual Budget
<b>Revenue</b>					
31020 Board Donations	1,200	1,500	-300	1,500	80.00%
31030 CBD Income	674,266	680,000	-5,734	680,000	99.16%
31070 Events Income	16,133	13,750	2,363	15,000	107.42%
31085 Sponsorship/Advertising	357	4,583	-4,226	5,000	7.15%
31090 Misc. Donations	131	917	-786	1,000	13.10%
<b>Total Revenue</b>	<b>692,067</b>	<b>700,750</b>	<b>-8,683</b>	<b>702,500</b>	<b>98.76%</b>
<b>Expenditures</b>					
41000 Advertising	5,798	7,333	-1,536	8,000	72.47%
41010 Benefits					
Health Insurance	36,961	33,403	3,558	36,440	101.43%
Pension	13,044	12,833	211	14,000	93.17%
41020 Board Meetings & Convening	116	917	-801	1,000	11.56%
41031 Cell Phones	3,341	4,400	-1,059	4,800	69.61%
41040 Dues, Subscriptions & Licenses	3,494	3,667	-173	4,000	87.34%
41050 Events/Activities	19,993	20,167	-174	22,000	90.88%
41060 Field Equipment & Supplies	14,665	13,750	915	15,000	97.76%
41070 Liability Insurance	2,411	2,700	-289	2,700	89.30%
41080 Miscellaneous	2,124	4,354	-2,230	4,750	44.71%
41090 Office Improvements & Maintenance	2,379	2,292	87	2,500	95.15%
41100 Office Supplies	4,381	5,500	-1,119	6,000	73.02%
41110 Outside Services					
Admin Assist	4,000	4,583	-583	5,000	80.00%
Auditor/CPA	5,250	5,250	0	5,250	100.00%
Marketing Firm	21,600	22,000	-400	24,000	90.00%
Motion Loft	7,119	9,167	-2,048	10,000	71.19%
Parking Consultant	6,000	11,917	-5,917	13,000	0.00%
Rank Security	21,052	21,736	-684	23,712	88.78%
SinglePoint	11,229	10,083	1,145	11,000	102.08%
41120 Payroll	284,413	308,697	-24,284	336,760	84.46%
41130 Payroll Tax Expense	25,305	31,786	-6,481	34,676	72.98%
41140 Postage & Delivery	220	458	-238	500	44.01%
41150 Professional Development	4,239	4,583	-344	5,000	84.78%
41155 Public Space Beautification	8,778	23,638	-14,860	25,787	34.04%
41160 Rent	22,000	22,000	0	24,000	91.67%
41170 Sponsorship	6,150	9,167	-3,017	10,000	61.50%
41170 Travel & Entertainment	6,046	6,417	-371	7,000	86.37%
41190 Vehicle Expenses	188	5,500	-5,312	6,000	3.14%
41200 Workers Compensation	10,000	12,833	-2,833	14,000	71.43%
<b>Total Expenditures</b>	<b>\$ 552,295</b>	<b>\$ 621,131</b>	<b>\$ (68,836)</b>	<b>\$ 676,875</b>	<b>81.59%</b>
<b>Net Revenue</b>	<b>\$ 139,772</b>				
<b>Business Checking Balance As of 10/31/18</b>	<b>\$ 539,038</b>				



## 1001 10<sup>th</sup> Street Lease Terms

- Seven-year lease term of 2,814 sf @ \$1.30/sf with industry standard inflation rate (2% - 2.5%)
- Storage area in basement to be included as part of the lease (DoMo Partnership is currently paying \$300/mo. for this)
- DoMo Partnership will cover electrical and gas utilities charges. Property owner will cover water and garbage.
- DoMo Partnership will maintain the private office suite. Property owner will maintain the restrooms and common areas.

P R O P O S A L



**Downtown  
Modesto Partnership  
Clean, Safe and Friendly  
Services**

November 5, 2018





Clean + Safe + Friendly

November 5, 2018

Mr. Josh Bridegroom  
Chief Executive Officer  
Downtown Modesto Partnership  
1625 I Street  
Modesto, CA 95354

**Subject: Proposal for Clean, Safe and Friendly Services**

Dear Mr. Bridegroom:

Streetplus Company, LLC (Streetplus) is pleased to submit our proposal for services for Clean, Safe and Friendly Services to the Downtown Modesto Partnership. This is a great opportunity and we're excited to be a part of your process. Today, we are proud to serve seventy-two (72) improvement districts across the United States and we're equally proud of the fact that we've been doing this longer than any other national contractor providing similar services. Our first improvement district customer was in 1991 and we still serve that customer today.

Streetplus is considered the industry leader in providing services to improvement districts, just ask members of the International Downtown Association (IDA). Streetplus is a Pinnacle Partner and Strategic Partner of the IDA and I am a current Board of Directors Member (serving second term of three years). We understand what is important to professionals like yourself because we listen and adapt to the ever-changing environments facing downtown executives and organizations.

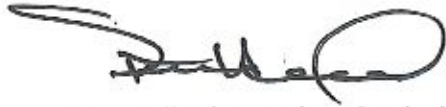
One of the areas that separates Streetplus from our competitors is our technology. Our electronic work order system, called Statview, is considered the best tracking system in the industry. Our human resources processes are structured to hire the best applicants and only 2% of applicants are hired. As you read our proposal, you will learn that our training program is thorough and provides necessary knowledge for ambassadors to perform at a high level.

One area of concern is the allocated annual budget for operating expenses. During our telephone conversations, you indicated the annual budget for operating expenses is \$15,000. Streetplus would need to better understand the historical spending by line item to ensure there is adequate funding for operating expenses. This category for Streetplus includes uniforms and accessories, recruitment and advertisement, background screening, awards and recognition, gasoline, equipment repairs and maintenance, cellular service plans, etc.

In closing, thank you for this opportunity to share our story with you. Our goal, with your support and involvement, is to showcase your account and make the program a model for others to emulate. I look forward to hearing from you in the near future.

Sincerely,

STREETPLUS COMPANY, LLC



Steve Hillard, President & Principal

GSH/sh

**Western Region**  
515 S. Flower Street, 36th Floor  
Los Angeles, CA 90071  
855-399-9600

**Central Region**  
939 W. North Avenue, Suite 750  
Chicago, IL 60642  
855-399-9600

**Eastern Region**  
154 Conover Street  
Brooklyn, NY 11231  
855-399-9600

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## ADMINISTRATION

Streetplus Company, LLC (Streetplus), is pleased to present our qualifications regarding Clean and Safe Services for the Downtown Modesto Partnership (DMP).

This document (Proposal) contains proprietary and confidential information. All information, to include methodology and financial model and costs, is provided in reliance upon its consent not to use or disclose any information contain herein except in the context of its business dealings with Streetplus.



The recipient of this document agrees to inform others who view or have access to its content of its confidential nature.

Mr. David Goldberg (Principal) and Mr. Patrick DeSimone (Principal) each have over twenty-seven (27) years of demonstrated experience with providing contracted labor and management to the improvement district industry. This experience has resulted in a business model with proven results, just ask our customers.

Mr. Hillard has over eighteen (18) years of demonstrated experience with designing, implementing and managing full-service improvement districts accounts nationally, to include hospitality, safety, security, maintenance, cleaning, landscaping and social service outreach. Additionally, Mr. Hillard has worked in law enforcement at the local and federal level.

Our Federal ID number for Streetplus Company, LLC is 46-0811765. Streetplus is a licensed security company with the State of California (PPO #17493).

## GREEN INITIATIVE

Streetplus is committed to environmental stewardship. As an industry leader in clean, safe and friendly services, we have a responsibility to be at the forefront of green cleaning and green friendly equipment. To that end, we have committed resources to accelerate implementation of green cleaning practices and the deployment of green friendly equipment.

Streetplus, whenever possible and practical, will purchase and use cleaning products that have received the "Green Seal." The "Green Seal" is the mark of environmental responsibility and provides information on products deemed safe to the environment to assist companies, like Streetplus, in our efforts to go green with our purchases, to include equipment.





Streetplus will use products containing the highest percentage of post-consumer recovered material and the highest percentage of total recovered material available in the marketplace. Additionally, Streetplus will procure environmentally preferred goods and services where environment criteria have been established by governmental or other widely recognized authorities.

## CONTACT INFORMATION

Streetplus is pleased to submit our proposal to provide the services described in the Request for Proposal. It is important to note that Streetplus is open to discussing any portion of our Proposal, to include financial methodology and operational benchmarking.

Please contact the following person regarding questions associated with our proposal.

Steve Hillard, Principal and President  
Streetplus Company, LLC  
154 Conover Street  
Brooklyn, NY 11231

(718) 757-1758 Mobile  
(855) 399-9600 Toll Free  
(610) 466-9770 Direct Line  
[shillard@streetplus.net](mailto:shillard@streetplus.net)  
[www.streetplus.net](http://www.streetplus.net)

## HISTORY

This section of our Proposal will give you a better understanding of our history and corporate structure.

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### STREETPLUS COMPANY, LLC

Streetplus Company, LLC (“Streetplus”) has been in business since 1991 and has achieved an outstanding reputation of providing quality services. Streetplus provides positive results that improvement districts demand, but don’t always receive from their contractor. We have experience, knowledge and processes structured to achieve results that will exceed your expectations, just ask our customers. You will get to know us better as you read our proposal and you will learn why we are the clean, safe and friendly addition that improvement districts have been looking for.

Streetplus is a proud Strategic Partner and Pinnacle Partner of the International Downtown Association (IDA) and Steve Hillard, President and Principal, is a current member of the IDA Board of Directors.

Streetplus is a full-service provider to the improvement district industry and the information below describes the various services available through Streetplus.

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## CLEANING

Cleaning the streets of New York for more than 20 years has given Streetplus the experience to clean any city in the United States. You only get one chance to make a first impression. Our ambassadors tackle the toughest cleaning situations by taking the approach of “attention to detail.” Cleaning services must be objective; either the District is dirty or clean. Is there litter and debris on the sidewalks and curb lines? Is the District overwhelmed with weeds and graffiti? Are the trash cans dirty and in need of detailed cleaning? Do street fixtures, light poles, utility and electrical boxes need a fresh coat of paint? Do flower baskets and planters need water and a fresh look?



These are just a few of the conditions that adversely reflect on a District. First impressions are important and you want to make sure your District is clean. Our ambassadors are visible and care about the place where they live and work. We train them to look at the District through the “eyes of the customer” and apply “attention to detail” when performing tasks and duties throughout the District.

Good old fashion hard work is still the best approach to cleaning, but Streetplus augments our physical labor efforts with appropriate equipment that is friendly to our environment. We also use “green friendly” chemicals.

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## SAFETY & SECURITY

Visitors, workers and residents know when a District is clean, but what makes a District safe? How do you measure safety and security? A District that presents a clean environment creates a positive perception of safety and security, so it begins with effective cleaning, but it doesn't stop there.

Streetplus works with our customers to develop a program designed to improve the perception while helping to make the District safe and secure. Our ambassadors are trained to be “available and visible” throughout the District. Being available when those in need reach

out provides a sense of security while being visible deters unwanted behavior, such as criminal and nuisance activity.

We hire individuals that are dependable, trustworthy, enthusiastic and personable so that services are delivered with a smile. We understand that the rate payers are demanding and expect their customers to be safe and secure when visiting the District. Our goal is to always exceed these expectations, especially those that are investing in the future of the downtown.

## HOSPITALITY

Keeping the District clean and safe is essential, but making the district friendly is also important. At Streetplus, we add friendly as a component of our services. Our hiring practice emphasizes outgoing, engaging and friendly ambassadors. We strive for positive outcomes from each and every encounter our ambassadors have with people that live, work and visit the District. Our training programs build on the foundation of treating people with respect and giving them a smile. Knowledgeable ambassadors are expected to be well-versed in how to be friendly when aiding. They are a reassuring presence, giving directions and sharing information about attractions, events and other activities occurring in the District.



Does your District value friendly, outgoing and engaging “goodwill” ambassadors who are trained to represent the District in a positive light? Do you want smiling faces and caring personalities on your streets helping others?

## SOCIAL OUTREACH SUPPORT

Homelessness and the quality of life is perceived and addressed differently in each city and presents a unique set of challenges. Streetplus is sensitive to these issues and our goal is to be a part of the solution, not the problem. How do you address the issue of homelessness? Do ambassadors play an active role in deterring unwanted behavior? What can ambassadors do to assist the District with these challenges?

Unwanted behavior and unpleasant activity have a negative effect and can drive away customers. Panhandling, public intoxication, public urination, loitering, trespassing and other similar unwanted and perhaps illegal behavior occur daily. Streetplus ambassadors are part of the solution. Our selection process and training



programs give our ambassadors the necessary knowledge and tools to resolve sensitive situations.

Our “team approach” achieves the results the District is looking for.

## LANDSCAPING

How does a District drastically improve the outward appearance? It begins with basic clean and safe services addressing everyday conditions, but adding a thoughtful and planned landscaping element gives beauty to the District. Landscaping is a science and art, requiring good observation and design skills, along with a “green thumb.” Streetplus is capable of doing the “dirty work” for you.



Landscaping is an investment you will want to protect and we can do just that. Are you interested in making your District flourish with beauty and color? Want to soften the hardscape with flowers and plants? Streetplus is ready and willing to work with you to make the District beautiful.

## TECHNOLOGY

Does your contractor still keep track of results using pencil and paper and take weeks to get program results? Are you able to instantly create customized reports for board meetings? Is your equipment efficient and “green friendly?” Streetplus allows you to answer “YES” to these questions. Streetplus embraces technology and partners with companies concerned about the environment.



Statview is proprietary software designed by our executives for the purpose of putting data and information in the hands of our ambassadors and customers quickly. Vital data regarding a program is entered and stored in Statview, to include “before and after” pictures, activity, work orders, schedules and payroll. To begin the process of reducing your carbon footprint and streamlining your services and data, select Streetplus as your contractor.

## CUSTOMER REFERENCES

Today, Streetplus provides contracted services to seventy-two (72) improvement districts. Our customers are our best references and we encourage you to contact them to discuss our performance, quality and responsiveness.

Below, you will find quotes from customer reference letters describing our capabilities and qualities.

"TECHNOLOGY AND INNOVATION ARE VITAL ELEMENTS OF A SUCCESSFUL PROGRAM. MR. GOLDBERG AND MR. DESIMONE HAVE BROUGHT FORTH GREAT IDEAS THAT HAVE ELEVATED OUR PROGRAM OVER THE YEARS. WE REGARD THEM AS EXPERTS IN THE INDUSTRY"

Jennifer Brown, Executive Director  
Flatiron/23<sup>rd</sup> Street Partnership  
New York, NY  
Customer since 2006

"THE OWNERS AND SUPPORT STAFF AT AMC HAVE ALWAYS DISPLAYED A HIGH DEGREE OF INTEGRITY, RESPONSIBILITY AND AMBITION.....THERE APPROACH TO HIRING THE RIGHT PEOPLE AND GIVING THEM THE TOOLS AND TRAINING TO SUCCEED STANDS OUT"

William Kelly, Executive Director  
Village Alliance  
New York, NY  
Customer since 1993

"I'VE BEEN IMPRESSED WITH THEIR CONSISTENT DELIVERY OF SERVICES AND THE QUALITY OF THEIR WORK PRODUCT, WHICH RESULTS IN THE DISTRICT BEING CLEAN, WELCOMING AND INVITING.

Jennifer Falk, Executive Director  
Union Square Partnership  
New York, NY  
Customer since 1994

"OUR EXPERIENCE DURING THE TRANSITION HAS BEEN REMARKABLE. THE STREETPLUS EXECUTIVE MANAGEMENT TEAM OF DAVID GOLDBERG, PATRICK DESIMONE, AND STEVE HILLARD WERE IN CONSTANT CONTACT PREPARING FOR THE "GO LIVE" DATE AND EVEN WERE ON SITE THAT DAY PERSONALLY DELIVERING THE INITIAL PROGRAM SUPPLIES. THAT IS A REAL COMMITMENT TO THE CLIENT."

Charles Broad, Executive Director  
Reading Downtown Improvement District  
Reading, PA  
Customer since September 2012

## ORGANIZATIONAL STRUCTURE

Streetplus understand the importance and the role the corporate office plays when related to supporting our customers, vendors, managers, supervisors and employees. Our processes are structured to maximize availability and support.

The owners play an active role in operations and support and the corporate office structure ensures you will always be able to speak directly with Patrick, David or Steve. Steve Hillard, President and Principal, will be responsible for working directly with our local account program supervisor and representatives from the DMP.

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### CORPORATE OFFICE

Streetplus corporate offices are located in Brooklyn, NY. Our management team is located in Brooklyn, along with our “back office” administrative support personnel that will be responsible for providing support to the local account program director. The Customer Support Coordinator assigned to the DMP will be located in Brooklyn, NY.

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### REGIONAL OFFICES

Streetplus has three (3) regional offices. Below you will find the location and contact information for each regional office.

**East Region**

154 Conover Street  
Brooklyn, NY 11231  
855-399-9600  
718-222-4549

**Central Region**

939 W North Avenue  
Suite 750  
Chicago, IL 60642  
855-399-9600

**Los Angeles**

643 S Olive Street  
Suite 700  
Los Angeles, CA 90014  
213-265-7160

**San Francisco**

414 Mason Street  
Suite 606  
San Francisco, CA 94102  
415-820-3577

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### KEY PERSONNEL

Streetplus has put together a seasoned team of executives to provide leadership, direction, and support as the company continues to be the premier provider of clean, safe and friendly services to the improvement district industry.

Mr. DeSimone and Mr. Goldberg each have over 20 years of experience in providing services as owners and operators. Mr. Hillard has worked in the industry since 2000. During that time, he has designed, implemented and directed over 100 improvement districts as a senior executive and business owner.

The combined experience of this executive team represents nearly 70 years of demonstrated experience in providing clean, safe and friendly services to improvement districts. We believe this experience will directly benefit the DMP.

### **PATRICK DESIMONE, CEO AND PRINCIPAL**

Mr. DeSimone is one of the Principals with Streetplus and holds the positions of Chief Executive Officer. He founded Streetplus in 1991 with David Goldberg. Since 1991, under his leadership and direction, Streetplus is the premier provider of clean, safe and friendly services to improvement districts.

Prior to forming Streetplus, Mr. DeSimone was a senior credit analyst with the Bank of Tokyo and prior to joining the Bank of Tokyo he was a financial analyst with SNL Securities.

He earned his MBA from St. John's University Graduate School of Business and holds a BS in Finance from St. John's University.



### **DAVID GOLDBERG, CEO AND PRINCIPAL**

Mr. Goldberg is one of the Principals with Streetplus and holds the positions of Chief Executive Officer. He founded Streetplus in 1991 with Patrick DeSimone. Since 1991, under his leadership and direction, Streetplus is the premier provider of clean, safe and friendly services to improvement districts.

Prior to forming AMC, Mr. Goldberg spent more than two (2) years as the Director of the Graham Avenue Business Improvement District in Brooklyn, NY. His previous position was with Merrill Lynch. Mr. Goldberg is a graduate of St. John's University and attended New York University's Wagner School of Public Service.



### **STEVE HILLARD, PRESIDENT**

Mr. Hillard has been in the service industry for over twenty-five years overseeing, managing and providing leadership. Mr. Hillard joined Streetplus August 2012 and holds the position of Principal and President. Prior to joining Streetplus, Mr. Hillard held the position of President with Service Group, Incorporated. Under his leadership and direction, the company expanded its business from annual revenue in the improvement business industry from \$4 Million annual gross revenue to \$14 Million in five (5) years. He was instrumental in



bringing several innovative service programs to the company that separated their service capability from the competition, to include technology and training.

Mr. Hillard was one of the architects of Block by Block, where he held the position of General Manager and Vice President and was instrumental in the formation and operation of the company. He was responsible for administration, operations, finance, training and business development for a company specializing in providing services to improvement districts. He held that position for seven years.

Previous positions included Vice President/General Manager of an international security company and Director of Security, Parking and Transportation Services for a national Healthcare Maintenance Organization, and various positions in the law enforcement field. Mr. Hillard served in the Department of Defense and held several key positions. Mr. Hillard attended Western Montana College and is a member of the International Downtown Association (IDA) and the American Society for Industrial Security (ASIS).

Mr. Hillard is a current Board of Directors member of the International Downtown Association (IDA).

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#### MELEA SOLHEIM, VICE PRESIDENT CORPORATE SERVICES

Ms. Solheim has been in the human resources, marketing and sales industry for the past twenty years. During this time, Ms. Solheim has worked closely with senior executives and directors providing direction, oversight and management of several departments with the focus on exceeding company goals and objectives. She has demonstrated experience with human resource compliance, strategic and targeted marketing and sales, and logistics. Previous experience includes holding the position of director of corporate services with a service provider specializing in improvement district services. At Streetplus, Ms. Solheim is responsible for providing consultation to the owners of Streetplus while overseeing corporate services.



Ms. Solheim is an active member of the Society of Human Resource Management (SHRM) and the International Downtown Association (IDA). Her volunteer services include the Coatesville High School Football Booster Club where she serves as the President, providing direction and leadership.



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## BRIAN BERRY, VICE PRESIDENT OPERATIONS

Mr. Berry joined the Streetplus team with an extensive background in operations, property management and education. He is a former teacher (middle school and adult school) and successful swimming coach at the high school level where he graduated from the East Bay Area. While teaching, Brian began learning about and taking part-time work in the property management field until he chose to “retire” from teaching and invest his career in full-time property management.



As a property manager, Brian oversaw janitorial, maintenance and renovation teams, supervised resident managers and property managers, handled accounting details and was responsible for budget management, as well as internal/external communications for residential, commercial and industrial assets.

In his role as Vice President of Operations, Mr. Berry has overall responsibility for operations, working closely with Mr. Steve Hillard, President and Principal.

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## AILEEN MORALES, HUAMAN RESOURCES & TRAINING MANAGER

Ms. Morales has nearly seven (7) years of experience in improvement district operations. She began her career with the Downtown Center BID in Los Angeles, CA as a Public Safety Officer and was promoted to Supervisor, responsible for a team of ten (10) officers. During this assignment at the Downtown Center BID, Ms. Morales gained experience with all aspects of operational tasks, to include patrol techniques, public interactions, and customer relations.



Ms. Morales was instrumental in the launching of the Streetplus Ambassador Academy in downtown Los Angeles. In her role as Human Resource and Training Manager, she oversees the recruitment, advertisement, selection and training of all new employees, working closely with Ms. Melea Solheim, Vice President Corporate Services, Vice Presidents and our local account operations managers.

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## ACCOUNT LEVEL

Our business model depends on experienced and knowledgeable local program managers and supervisors. This position is the key to our success, in conjunction with timely and appropriate support services from the corporate office.

Streetplus proposes to hire an operations supervisor that will be responsible for the daily operations of the program in downtown Modesto, CA, working closely with Brian Berry (Vice President of Operations and Steve Hillard)

## INSURANCE

The Certificate of Insurance will be provided to the DMP prior to the start of services and will name the DMP and the City of Modesto as additional insured.

## HUMAN RESOURCES

This section of our Proposal describes our processes related to the recruitment and selection of employees, advertisement, awards and recognition, employee benefits, background checks and uniforms. Our human resource processes are structured to yield the best possible employees after a thorough interview process and background check.

We understand our greatest asset is our employees who are on the streets every day providing great service to our customers. We support awards and recognition as a way of saying thanks to a job well done.

## TURNOVER RATE

The private security and janitorial industry experience high annual turnover rates when compared to Streetplus. The private security industry is large and fast-growing and plagued by high turnover, poor training and lax oversight, all of which put the public at risk. Most private security officers working for international and national companies are paid poverty wages, have few benefits, and receive minimal training. These conditions contribute to high turnover rates, which range higher than 100% for “best in class” security firms and more in the range of 200-300%. The private janitorial industry has similar issues and turnover rates.

Our business model addresses the issues that private security and janitorial companies face, which include the following:

- Wages
- Benefits
- Training
- Supervision

At Streetplus, our annual turnover rate is outstanding because we offer excellent pay and benefits, our training program is considered the most comprehensive in the industry, and we have solid and dependable supervision. Additionally, we treat our ambassadors like we would want to be treated, which includes respect. We value the contributions our ambassadors make every day in the cities we serve.

Our turnover rate varies, depending on the type of contract. For example, when Streetplus is selected to replace an existing company, we’re expected to hire some of the incumbent employees, which we do, if they meet our hiring qualifications and standards. During the first ninety (90) days of employment with incumbent employees, our turnover rate is 55%. After ninety days with incumbent employees, the turnover rate stabilizes to reflect our average turnover rate for all accounts and employees, which is around 32%. When Streetplus is selected for a new improvement district, our turnover rate is 28%.

It is important to note that a majority of our turnover is related to ambassadors getting accepted into law enforcement or advancement opportunities.

*American Society for Industrial Security (ASIS), International Association for Healthcare Security and Safety (IAHSS) and the Service Employees International Union (SEIU) were the sources for the annual turnover rates in the private security industry.*

## HIRING PROCESS

One of the most important and critical elements of any successful improvement district is directly related to the workforce. As a significant player in the improvement district for over twenty years, we have gained a great reputation as a quality company and our employees are directly responsible for attaining that distinction. We understand our employees represent our customers by wearing their logo, name and colors. Therefore, Streetplus invests the time and effort during the recruitment and selection process to hire the right people to represent our customers.

We understand how to hire the right people and we know where to recruit the right people. We operate and manage seventy-two (72) improvement districts and over the years we've gained tremendous experience in hiring employees for improvement districts. We commit to looking and hiring locally. Our advertisement and recruitment efforts will target the Modesto, CA area, using several different methods to "get the word out."

## ADVERTISEMENT

Streetplus will cast a wide net when related to placing recruitment advertisements, using publications, associations, online job postings, placement assistance agencies, and referrals. Our goal is to hire local and we're committed to achieving this goal.

Social media efforts will be used to get the word out about employment opportunities in downtown Modesto, CA. Additionally, Streetplus will use a combination of Career Builder, Snag-a-Job, Craig's List and Indeed.

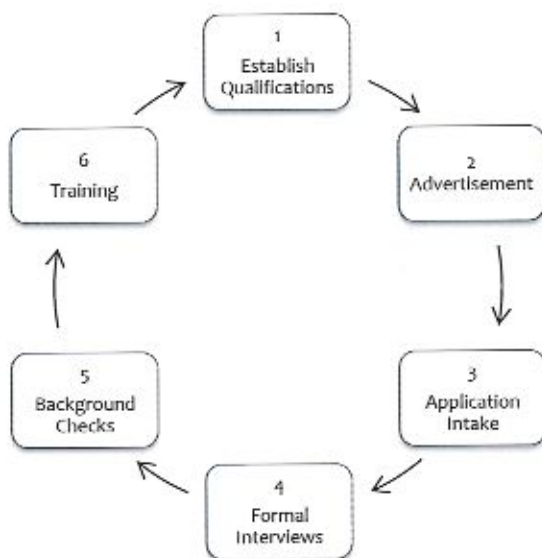
Additionally, we'll use social media, such as Facebook and LinkedIn to get the word out.

## RECRUITMENT

The goal of our hiring process is to hire the right people to work in Modesto, CA. Streetplus understands the importance of finding the right people with outgoing personalities to

represent the DMP. Nearly 74% of the total annual cost to provide services is allocated for labor (payroll and taxes). On a national level, only 2% of the total number of individuals that apply for employment with Streetplus are hired. We're extremely proud of this number and it signifies that our hiring process is extremely successful.

Below you will find a chart that summarizes our hiring process.



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## ESTABLISH QUALIFICATIONS

Although the Request for Proposal was thorough, Streetplus believes there is value in discussing the required qualifications for Ambassadors assigned to the DMP prior to beginning the advertisement and recruitment process. It is vital that both organizations agree to the qualifications, which will guide the selection process. Streetplus certainly has the expertise to hire the right people, but we believe in establishing a partnership with our customers and this is the first step in laying the foundation that will lead to a successful program.

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## APPLICATION INTAKE

After the recruitment advertisements have been placed, the next step is to schedule application intake. This is a process by which applicants complete the employment application. Our corporate staff will review the applications and determine if the applicant

meets qualifications that were established. If so, the applicant will be scheduled for a formal interview.

During the Application Intake phase, the interviewer will thoroughly review the employment application and observe the personal appearance and communication skills of the applicant.

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## FORMAL INTERVIEWS

Interviews are important to gain an insight into the applicant's personality, skills, abilities, and experience. During the interview process, our staff will review the entire employment application with the applicant. This is an open discussion of their work history, experiences, skills, and personality. The interviewer will evaluate the applicant on several areas, to include verbal communication skills, personal appearance, thought process, and attention to detail.

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## PRE-EMPLOYMENT SCREENING

Although the establishment of qualifications, placing recruitment advertisement, application intake, and formal interviews play a vital role in the hiring process, the final step in the selection process is the pre-employment screening. A thorough collection and evaluation of data and information is completed by our corporate support team.

During the transition and implementation process, a member of our corporate support staff conducts the pre-employment screening. After the program is operating, the Program Manager will enter the data electronically for the pre-employment screening.

The following pre-employment screening process includes the following:

- Social Security Number Trace
- Criminal Conviction Check (all jurisdictions of residence for the past seven year) – this includes County, State and National checks.
- Driver's License Check (for positions that are required to operate company vehicles)
- E-Verify I-9 with Homeland Security
- Drug Screen

An applicant can't complete the hiring process until the corporate office issues a certificate of qualification. This process eliminates mistakes that could potentially occur at the account level if there is a local need to hire someone quickly. Mistakes in the hiring process related to pre-employment screening could expose our customers to negative outcomes, so this additional step by a third party with no direct interest in the hiring process, is valuable and necessary.

Streetplus is the only contractor providing services to the improvement district industry that utilizes a ten-panel drug test, which is similar to the Department of Transportation

requirements. In addition to the drug screen during the hiring process, Streetplus is committed to administering random drug screens during the year. Our goal is to screen 20% of our workforce on an annual basis. This program is administered by a third party that employs a medical review officer. Employees are selected randomly by a computer using social security numbers.

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## SUMMARY

One of the steps in our recruitment process is the development of qualifications and standards for each labor category. Representatives from the DMP will have the opportunity to actively participate in the process of developing qualifications and standards.

The Streetplus local account Program Supervisor is responsible for interviewing applicants and offering employment to applicants that successfully pass the hiring process. Applicants offered employment opportunity must receive approval from a representative from the DMP before officially hired and assigned to the account. This process will be discussed and developed after award of contract.

Streetplus understands that the current contractor for the cleaning program has a mission that is attractive to the DMP and the annual cost for services is extremely low when compared to for profit companies like Streetplus. However, Streetplus is willing to work with Safer Foundation and other similar companies to provide transitional employment for individuals with criminal records or other blemishes that make it difficult to find employment.

## EMPLOYEE BENEFITS

The employee benefit package was designed to retain employees. The benefit package for employees includes the following:

- **Health Insurance** - Employee only; 80% of monthly premium for full-time employee after ninety days of employment.
- **Life Insurance** – Employee only; 100% of monthly premium for all employees after ninety days of employment.
- **Short-term Disability** - Employee only; 100% of monthly premium for all employees after ninety days of employment.
- **Personal Time Off (PTO)** - one-week paid vacation for full-time employees after one year of employment; two weeks paid vacation for the Supervisor after one year of full-time employment.

- **Mandated Sick Time** – In accordance with California law, employees receive thirty (30) hours annually of mandated sick time.
- **Holiday Pay** - Employees working one of the following holidays will receive overtime pay at time and one half their regular pay rates.
  - New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving
  - Christmas

## PROPOSED PAY RATES

Streetplus conducted a local wage analysis of security companies and janitorial companies to determine the average pay rate for the area. The following proposed pay rates will yield quality applicants and generate ample applicant flow to be selective in the hiring process.

### PROPOSED PAY RATES

Labor Classification	1st Year	2nd Year	3rd Year
Ambassador	\$ 13.00	\$ 13.50	\$ 14.00
Team Leader	\$ 14.00	\$ 14.50	\$ 15.00
Supervisor	\$ 16.00	\$ 16.50	\$ 17.00

## UNIFORMS AND ACCESSORIES

One of the many significant elements of our customized program for the DMP involves the selection of uniforms. We encourage involvement from our customers in determining the type, style and color of uniforms. We will use our collective experience and provide suggestions, but would like your involvement in the process.

Streetplus takes a great deal of pride in the uniform appearance of employees. We expect our employees to wear the uniform properly and we provide them with the highest quality available in the market.



We have designed a uniform to accomplish the following:



Streetplus has improved our standard uniform to fit the ever-changing needs of our employees and the environments they work in. Additionally, the uniform industry has made tremendous improvements over the years and we've taken advantage of the advancements in garments and fabrics. We've developed a standard uniform, but have many options to select from our standard. We strive to make the uniforms comfortable but visible by using the latest technology.

The standard uniform is listed below and the quantity issued to each employee. We expect our employees to dirty and damage uniform items because of the nature of the work they perform and we will replace dirty and damaged uniforms at no cost to the employee or the District.

Streetplus is open to discussing the current uniforms being worn by the ambassadors and we're willing to adapt to the needs of the DMP.

*The DMP indicated the total annual budget for operating expenses is \$15,000. Streetplus recommends a discussion with the DMP to determine the type and quantity of uniforms to conform with established budget.*

## AWARDS AND RECOGNITION

Ambassador recognition is not just a nice thing to do, but is a significant motivator. When you recognize employees effectively, you reinforce, with your chosen means of recognition, the actions and behaviors you most want to see people repeat. An effective employee recognition program is simple, immediate and rewarding.

Our Awards and Recognition program contains the following elements:

1. Ambassador of the Quarter
2. Ambassador of the Year
3. Customer Service Recognition
4. Caught Doing Something Right
5. Accident Free Quarterly Celebrations

*The program described is the standard Streetplus program. However, with the stated operating expenses of \$15,000, Streetplus recommends a discussion with the DMP to determine the exact awards and recognition program.*

## TRAINING

This section of our Proposal covers our training program designed for the DMP. Training is a vital element in the overall program and serves as the foundation of our programs. Employees must possess necessary tools in their tool kit to perform at a level that exceeds expectations. Streetplus has structured our training program to provide the necessary knowledge and information employees need to perform exceptionally.

### INTRODUCTION

We believe that a complete and comprehensive training program is vital to our commitment to retain the highest quality work force. We developed our training program with this philosophy in mind. Our training begins prior to the actual hiring of an applicant, and continues throughout the entire tenure of employment.

The foundation of our success is associated with our commitment to the training element and standards. Streetplus believes training is one of the critical functions of successful programs. After the advertisement and selection process is completed, the next step is to transform the applicant into an employee that is prepared to work in an urban environment. This is done by various methods, to include classroom instruction, field exercises, testing, and demonstrations.

Training is ongoing and an evolving process to ensure our employees are able to adjust to the changing needs of the District.

Operational and deployment strategy and methodology are addressed later in our Proposal, but there is a need to discuss in this section. Our strategy is to deploy ambassadors to maximum efficiency and to address challenges within the environment of the District.

### PRE-ASSIGNMENT TRAINING

Our hiring process was explained in detail in the Human Resource section of our Proposal. You learned we believe hiring the right people is the beginning of a successful program. To continue on the efforts made in making great hiring decisions, the training element certainly plays a vital role in the performance of our employees on the street.

Pre-Assignment Training (PAT) includes field exercise, classroom instruction and utilization of outside guest speakers. Employees are required to successfully pass a written test on each topic of instruction and must successfully pass all required training associated with their labor category. A Certification of Completion will be generated documenting the completion of

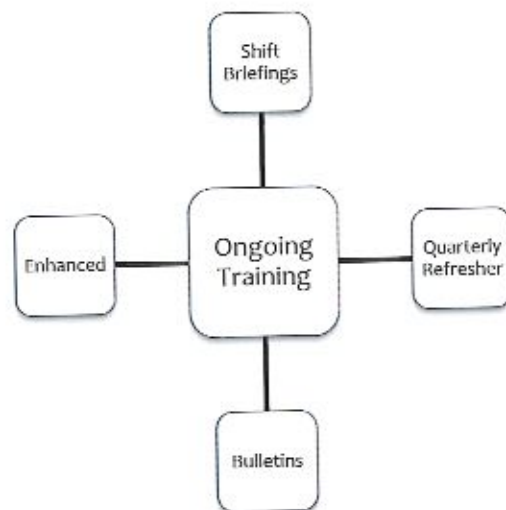
required training. A copy will be provided to the DMP, if requested. Otherwise, it will be filed in the employee personnel file.

Streetplus recommends a discussion with the DMP to determine the topics and hours of Pre-Assignment Training.

## ONGOING TRAINING PROGRAM

There are several delivery methods related to ongoing training and all employees assigned to the DMP account are required to attend and pass the training. The foundation to our training program is Pre-Assignment Training (General and Specialized) and the ongoing program builds on the foundation, ensuring that the Ambassadors are equipped with knowledge and information.

Here is a chart listing delivery method:



### SHIFT BRIEFINGS

Before employees are deployed to begin their workday, the Team Leader will conduct a shift briefing. During this time, the employees will receive information, such as work and zone assignment, special projects and tasks scheduled, special events occurring, and other general information.

The Team Leader will also conduct a personal appearance and uniform inspection to ensure Ambassadors are conforming to our standards prior to hitting the streets. Also, all equipment will be inspected and approved for use.

A portion of the Shift Briefing is dedicated to training with different topics planned for each week.

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## QUARTERLY REFRESHER TRAINING

This training is structured to improve performance by providing classroom and field instruction. Quarterly Refresher Training is scheduled and delivered in January, April, July and October. Each training session is four (4) hours in length and Streetplus will work closely with the DMP to establish topics for this element of our ongoing training program. The training will be delivered by the local account Program Director with input from the corporate office.

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## TRAINING BULLETINS

The Corporate Office generates and distributes Training Bulletins that are used to further a training topic or address a safety issue. The Supervisor is responsible for reviewing the bulletins with the employees and document the sessions. Generally, Training Bulletins will be distributed monthly and will be delivered as part of the shift briefings occurring daily. This allows Streetplus to target additional training at no cost to the DMP.

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## SPECIALIZED

This element of our training program provides additional training for employees that are assigned special tasks. Specialized training will include:

1. Civil Law and Civil Liability
2. Patrol Techniques
3. Crime Prevention
4. Discrimination and Affirmative Action
5. Effective cleaning techniques
6. Effective interaction with homeless and panhandlers

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## SOCIAL OUTREACH SUPPORT TRAINING

This specialized training will be delivered to ambassadors so they are better equipped to interact with homeless persons and to understand the depth of the problem and how to communicate effectively.

The training program will be delivered to all ambassadors and will be delivered annually as part of our refresher training series. Here is the course syllabus:

1. Who are the Homeless?
2. What are the primary and secondary causes of homelessness?

3. Who are the faces of the homeless and what is the extent of the problem?
4. Who are the panhandlers?
5. Discussion- viewpoints and attitudes towards homeless persons
6. Discussion – approach to addressing quality of life issues
  - a. Engagement
  - b. Enforcement
  - c. Education

## OPERATIONS AND DEPLOYMENT

This section of our Proposal addresses the methodology of how Streetplus will deliver services. Our methodology has been refined over the years to reflect “lessons learned.” We understand the importance of human resources and the affect our practices have on our business model.

In this section, you’ll learn the methodology used to determine the staffing levels, schedule and deployment of ambassadors.

### METHODOLOGY

More than twenty-seven years of experience has afforded us the opportunity to design, implement and operate various types of programs. Our programs are recognized for producing results that make the downtowns we serve cleaner, safer and friendlier.

Our methodology for deployment of ambassador’s concentrates on being “*available and visible*” and “*attention to detail.*” Both address accountability and provide methods of tracking and monitoring. Our competitors can provide ambassadors, but Streetplus ensures they are available, visible and friendly. Again, the difference is in the details.

Our corporate experience with programs, coupled with our successful business model, concentrates on the recruitment, selection, training, supervision, recognition and operations of programs that are structured to achieve quality performance and to provide cleaner, safer and friendlier downtowns.

Please remember our Deployment Plan and Schedule are a beginning point and are designed to have dialogue between Streetplus and the DMP. If awarded the contract to provide services, Streetplus will discuss the merits of our proposed deployment plan and schedule for consideration. We strongly believe involvement from the customer is essential to the success of the program. Although we have the skills, experience and knowledge to do this, it is best to work together.

### DISTRICT ZONES

One element of our methodology is to thoroughly evaluate the environment and the District for the purpose of establishing baseline staffing and to create routes. Ambassadors are assigned to a specific zone or zones at the beginning of each shift. They are responsible for addressing most issues identified within their zone. This also is done for accountability. Supervision and management are able to inspect work completed and know who was responsible for the work. It also assists in the assignment of work orders.

Streetplus will develop Zones and Routes after award of the contract.

## KEEPING THE DISTRICT SAFE & FRIENDLY

The operational and deployment plan addresses general and specific functions and tasks that will make the DMP safe and friendly.

### HOSPITALITY AMBASSADORS

Hospitality Ambassadors will provide a wide-range of services and complete many different tasks with the focus on making the DMP safe and friendly. They will spend a vast majority of their time circulating throughout the District deterring unwanted behavior and activity.

Streetplus has developed a methodology for ensuring Street Team Ambassadors are “visible and available.” This is accomplished by creating “patrol routes” for the Street Team Ambassadors to follow.



Street Team Ambassador duties consist of the following:

1. Conduct patrols within their assigned zones on the DMP.
2. Be knowledgeable of local ordinances that relate to quality of life and interact to stop unwanted behavior.
3. Offer and provide assistance, information and directions.
4. Conduct business checks as necessary.
5. Make contact and conversation with pedestrians.
6. Patrol all streets within the assigned zone and do so with a friendly, helpful and observant attitude.
7. Provide personal safety escorts.
8. Approach panhandlers and advise of local ordinances
9. Approach and converse with homeless persons with the intent to refer them to available services and maintain case management notes.
10. Identify and report all conditions and incidents that may impact safety.
11. Pick up loose trash and other small debris.
12. Observe and report cleaning issues to the appropriate person.
13. Interview persons and witnesses.



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## SERVICES PROVIDED

One of the most important aspects of a successful program is directly related to availability and visibility of the ambassadors conducting patrols. Safety and hospitality services are generally referred to as being subjective rather than objective. A person can assume if the area is clean by the lack of trash on the sidewalks and no graffiti. Although the lack of trash and graffiti give the perception the area is safe, there is a direct relation to pedestrians feeling safe by seeing ambassadors.

The program must address the importance of ambassadors being available and visible and to track completed tasks and rounds.

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## WALKING PATROLS

Street Team Ambassadors are deployed to assigned zones and are responsible for patrolling the zone to serve as a deterrent to illegal and unwanted activity and to interact with businesses, residents and visitors. They are required to make business contacts daily and to record the information. Streetplus will develop patrol routes that follow a computerized system for tracking daily activities. While conducting walking patrols, ambassadors are required to engage pedestrians and provide services as required.

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## QUALITY OF LIFE INTERACTIONS

One of the most important functions of the ambassador is to remain highly visible and interact with those committing “*quality of life*” infractions, such as public intoxication, panhandling, operating without a vending license, public urination, noise infractions, and other non-emergency situations that adversely affects the public domain. Streetplus provides intense training for the ambassadors on how to identify these infractions and how to approach individuals and gain compliance without law enforcement involvement.

Safety Ambassadors will be trained to effectively interact with the homeless and panhandlers with the emphasis on providing information and resources first and compliance with existing City of Modesto ordinances.

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## BUSINESS CONTACTS

Ambassadors are responsible for visiting a specific number of businesses each shift. Generally, the duration of each contact should be no less than one minute and no more than three minutes for routine checks. The time is spent contacting the on-duty supervisor or manager of the business to introduce them, provide information of crime related activity or crime prevention tips, providing information of events occurring within the District and listening to concerns the person or business may have.

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## PERSONAL SAFETY ESCORTS

Ambassadors are encouraged to engage people and provide escorts within the public domain. The general practice is to meet an employee at their place of work at a pre-determined time (usually the time their shift ends) and to walk them to their car as an extra safety precaution. These escorts are to be performed in the public right-of-way only and not on private property.

They will also provide this service by assuming a fixed position at high pedestrian traffic areas and will be visible and available during the time assigned to the fixed location. For example, ambassadors would be positioned at strategic locations before and after major events.

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## REPORTING AND DOCUMENTATION

A significant element of the program is documenting activity occurring and tasks being completed. Ambassadors will keep statistical data, documenting completed tasks using “Statview.” After listening to suggestions from our customers, we developed “Statview” for our employees and customers. Completed tasks are tracked and available in reports that are available to the customer. Additionally, Statview contains before and after pictures of projects, deployment schedule and payroll.

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## CRIME PREVENTION AND INFORMATION SHARING

Working with local law enforcement, ambassadors are utilized to share information to educate people and businesses on safety related issues. For instance, if the police department has crime prevention brochures, the ambassadors will distribute the brochures. They’ll work closely with private security personnel assigned to private buildings and businesses by sharing information with them.

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## HOSPITALITY SERVICES

Ambassadors are selected based on their personalities, attitudes and friendliness. A significant part of their daily responsibilities is sharing of information. While on patrol within their assigned zone, they will focus on engaging pedestrians with the intent of enhancing their experience in the District. They will offer a friendly greeting and aid, directions, and recommendations on things to see and do. They will answer any questions asked of them.

Another service is providing shelter under an umbrella during inclement weather and to help with carrying packages and opening doors.

## SOCIAL OUTREACH SUPPORT

A vital program element that Streetplus highly recommends is the Social Outreach Support services. Homelessness and the quality of life is perceived and addressed differently in each city and presents a unique set of challenges. We want to be part of the solution, not the problem.

The safety ambassadors will be trained to effectively interact with and provide resources to those in need. Their focus is locating and engaging the homeless and panhandlers. The key to success is plenty of street time and investing time in building positive relationships with chronic panhandlers and the homeless. Another major focus is motivating and coordinating the homeless and others towards social service agencies and organizations to take advantage of available resources.

Here is a list of some of the duties and activities associated with this service.

1. Distribute educational and marketing materials.
2. Direct individuals to available resources for locating short-term and long-term housing.
3. Refer individuals to job placement centers and other employment agencies.
4. Aid with connecting to services that include mental health, employment, health, clothing and food.
5. Crisis intervention as observed or reported, to include substance abuse and alcohol.
6. Engage panhandlers and asking them to stop the unwanted activity and refer them to agencies structured to aid those in need.
7. Maintain positive relationships with social service agencies and organizations.

## KEEPING THE DISTRICT CLEAN & FRIENDLY

Streetplus is pleased to propose our services in relation to keeping the District clean. Our operational plan addresses general and detailed cleaning functions and tasks that will make the District cleaner. The deployment plan addresses daily operations within the District for litter pickup, sweeping, pressure washing and manual labor efforts augmented with mechanical equipment. Our vast experience with similar programs in New York City will ensure the District receives services through well-trained, passionate and professional cleaning ambassadors.



Our primary approach to cleaning the District involves “attention to details.” This approach has achieved excellent results and we’re confident the same results will be attained.

## CLEANING AMBASSADORS

Cleaning Ambassadors are responsible for patrolling their assigned "Zone" on foot, paying close attention to the overall appearance of their assigned area. They will clean within their zone by following a designated route, carrying out a wide variety of tasks structured to improve the overall cleanliness of their assigned zone. All Ambassadors will be issued a device for communication purposes and trained to observe and report "Quality of Life" infractions, such as public intoxication, public urination, disorderly conduct, panhandling, littering, loitering and solicitation.

In general, the cleaning ambassador is trained to effectively clean a typical block face in seven (7) minutes, assuming the block face is 400 feet in length and 8 feet in width. They are trained to engage pedestrians to offer a pleasant smile and to aid as necessary.



Streetplus will create specific routes for each Zone for the cleaning ambassador to follow that assures each block face has received attention.

Here are the basic duties of the cleaning ambassador:

1. Pan and Broom, concentrating on the collection and removal of loose litter and debris on the sidewalks and in the curb line (fully stocked rolling trashcan with necessary cleaning supplies to address most issues encountered).
2. Damp wipe surfaces of street fixtures and furniture, to include newspaper boxes, trashcans, benches, utility boxes, electrical boxes, and phone booths to remove dust and grime.
3. Remove loose debris, rock and other grime from sidewalks, storefronts and curb line.
4. Straighten street fixtures and furniture, to include newspaper boxes, benches, and trash cans to provide an orderly appearance to the environment.
5. Use a scraper to remove handbills, flyers, and stickers from surfaces such as utility poles, utility boxes, electrical boxes, newspaper boxes.
6. Provide directions, assistance and information to downtown workers, residents, and visitors.
7. Notify supervisor of any unusual activity, issues or conditions.
8. Complete necessary reports to track activity and tasks.
9. Utilize mechanical equipment as needed.
10. Minor landscaping including weeding and mulching tree beds and sidewalks; weed abatement activities.

11. Be knowledgeable of local ordinances and how to apply them to deter unwanted “quality of life” issues such as panhandling, disorderly conduct, public intoxication, public urination, loitering and solicitation.
12. Go out of the way to make personal contacts or conversation with pedestrians, provide directions, assistance and information to downtown workers, residents, and visitors.

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## SERVICES PROVIDED

Streetplus is a full-service provider for improvement districts. Our programs are customized for each district, ensuring all requirements are exceeded. Below, you will find details related to the services and tasks the cleaning ambassadors will complete.

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## MANUAL LITTER REMOVAL

One of the most important tasks relates to the removal of litter in a timely manner in order to keep the DMP and the District looking clean. Our manual pan and broom efforts are structured so the cleaning ambassador is highly visible and available while manually removing litter. Ambassadors do more than just remove litter and cigarette butts. They’re trained to tend to a wide variety of tasks as part of the manual litter removal functions. Not only do they remove litter, they are trained to provide customer service and interact with individuals committing “Quality of Life” infractions.



Duties include, but are not limited to the following:

1. Loose litter removal with broom and dustpan, concentrating from the storefront of buildings to the curb and eighteen inches into the street.
2. Damp wiping of benches, trashcan lids, newspaper boxes, and other street furniture and street fixtures.
3. Removal of handbills, stickers, flyers, and other unwanted material by using a general glass cleaner.
4. Provide hospitality services to pedestrians.

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## TRASH CANS

Ambassadors will monitor District trashcans for overflowing trash and the general condition of the trashcans. The Cleaning Ambassador will pull the trash bag and replace with new trash bag. The trash can and immediate area will be thoroughly cleaned by sweeping around the can, picking up loose litter and pressure washing on a regular basis.

The cleaning ambassador will make note if the area in and around the trashcan needs pressure washing. If so, the Shift Supervisor will schedule pressure washing by entering a work order using Statview.

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## WEED ABATEMENT

Weed control includes the removal of weeds and grass growing in tree grates, curb lines, flower and planter boxes, storefronts, and cracks of sidewalks. Our cleaning ambassadors will attempt to pull the weeds and grass and follow with cutting the growth. If these two applications fail to remove the weeds and grass, a “green friendly” chemical will be sprayed to remove and control future growth.

Chemical spray, and its use, will meet all Federal, State and Municipal laws and regulations approved by the City of Modesto and the State of CA.

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## GRAFFITI REMOVAL

Ambassadors will identify and remove all decals, flyers, paint, posters and stickers from public surfaces. This includes sidewalk surfaces, light poles, traffic signal and electrical boxes, newspaper boxes, trashcans, planters, phone booths and benches.

As a general rule, safety is a priority and our employees will only remove graffiti from fixtures and structures in the public domain and must be no higher than ten feet off the ground. Graffiti found on privately-owned buildings would be reported to the Districts and Streetplus will remove only after receiving permission.



Graffiti located above the first floor will require special attention due to OSHA requirements related to safety precautions and may include equipment rental and additional supplies to comply with OSHA regulations. Labor will come from the existing staff by adjusting deployment.

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## PAINTING AND STREET FIXTURE MAINTENANCE

One of the most effective ways to make a positive impact on the District is to develop a plan that includes painting and maintenance of street fixtures, to include light poles, electrical and utility boxes, mail boxes, benches, and other fixed objects. Over time, these fixtures rust and the paint chips, presenting an image conveying the area is not maintained or cared for. This also gives the impression the area might be unsafe.

The cleaning ambassadors will prep and paint the fixtures so they have a fresh and clean look. This also will improve on the perception of safety; and area that is clean and taken care of is safer than areas that are neglected.

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## HOSPITALITY SERVICES

While the main focus of the cleaning ambassador is to accomplish a wide variety of tasks to improve the appearance of the DMP and the DMP, we expect them to deliver hospitality to the general public. They will receive training on how to provide excellent customer service and hospitality services.

## SUPERVISION AND MANAGEMENT

The following positions are required to support the proposed services contained in the Proposal.

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### TEAM LEADER

This position provides street level supervision and is considered a working team member as well as serving as the primary supervisor on their respective shift. The Team Leader will provide a consistent street level contact for all staff and will report directly to the Supervisor.

There is a Team Leader scheduled every hour that ambassadors are deployed. The job duties of the Team Leader include, but not limited to the following:

1. At the beginning of each shift, share the daily work plan with employees to ensure they fully understand what needs to be accomplished during their shift.
2. Make zone and work assignments.
3. Conduct uniform and personal appearance inspections of all employees.
4. Review the workweek schedule and special assignments requiring attention or a change in the schedule.
5. Ensure equipment has been inspected and required checklists completed prior to the equipment being used.
6. Deliver training in accordance with corporate policy and local requirements.
7. Check work assignments to ensure employees have completed work in such a manner to exceed customer and Streetplus expectations.
8. Ensure all employees have necessary equipment, supplies and information to perform their duties.
9. Create goodwill by making daily contacts with business owners, business managers, stakeholders and others associated with the program.
10. Work closely with the Director to ensure the program is achieving desired results.
11. Communicate (verbal and written) program achievements in the form of reports.

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## PROGRAM SUPERVISOR

The Program Supervisor is the single most important position within the proposed structure for the DMP. The Program Supervisor holds the key to our success and is vital to the success of the proposed program. The Program Supervisor is assigned exclusively to the DMP account. Coaching, mentoring, and oversight will come from the executive management team at Streetplus. The Program Supervisor will seek input and feedback from representatives from the DMP to ensure our employees are achieving desired results and are performing within the spirit of the Proposal and contract.

The Program Supervisor has overall responsibility for the administration, operations and finance elements of the program and reports to the Vice President of Operations.

Job duties include, but not limited, to the following:

1. Attend shift briefings, when necessary. Responsible for getting the ambassadors on the street at the designated time.
2. Review scheduled work tasks; distribute necessary information regarding special attractions, events, conventions and other events occurring in the District.
3. Review all reports and distribute accordingly.
4. Oversee all work performed by employees; check on work progress and conduct inspections of work completed.
5. Ensure training is delivered to employees.
6. Coach and mentor employees as needed.
7. Create, maintain, and update the deployment plan and schedule.
8. Maintain communication with employees and the customer.
9. Work closely with corporate staff in the development and implementation of new strategies, program elements and service delivery.
10. Create goodwill by making daily contacts with business owners, business managers, stakeholders and others associated with the program.
11. Communicate (verbal and written) program achievements in the form of daily, weekly, monthly, quarterly and annual reports.

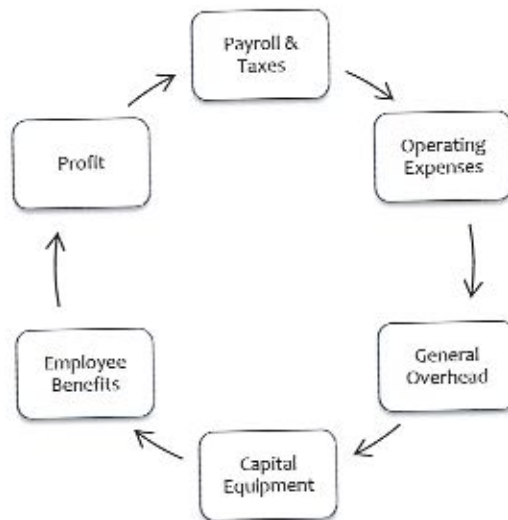


## FINANCE

This section of our Proposal contains the details regarding the cost to provide services described in our Proposal. The proposed cost should be considered as “all-inclusive” and our program is designed to be a turnkey operation. We’ve addressed the requirements contained in the Request for Proposal.

It is important to note that Streetplus is open to discussing our costs with representatives of the DMP. Our proposed annual cost to provide services includes everything.

The following graphic indicates the six different categories of our cost model.



The annual cost to provide services during the first year is **\$235,403.20**. This annual cost includes everything proposed in this Proposal for the program.

## PROPOSED CAPITAL EQUIPMENT

At this time, Streetplus has no recommendations for capital equipment. It is our understanding the DMP has equipment that will be available for Streetplus use.

## DETAILS RELATED TO ANNUAL COST OF SERVICES

The tables below contain additional data associated with our cost to provide services.

### LABOR HOURS

The table below contains data regarding the proposed hours of labor required to complete all services and tasks listed in the Request for Proposal and proposed by Streetplus.

#### PROPOSED HOURS

Labor	Week	Annual
Ambassador	80.00	4,160.00
Team Leader	80.00	4,160.00
Supervisor	40.00	2,080.00
<b>TOTAL</b>	<b>200.00</b>	<b>10,400.00</b>
<b>FTE</b>	<b>5.00</b>	

### PAY RATES

The table below contains data regarding our proposed pay rate structure for this account:

#### PROPOSED PAY RATES

Labor Classification	1st Year	2nd Year	3rd Year
Ambassador	\$ 13.00	\$ 13.50	\$ 14.00
Team Leader	\$ 14.00	\$ 14.50	\$ 15.00
Supervisor	\$ 16.00	\$ 16.50	\$ 17.00

## EXPENSE CATEGORIES

The annual cost to provide services includes payroll and taxes, operating expenses, general and administrative overhead, capital equipment, employee benefits and corporate profit. The table below provides the annual cost for each expense category and the percent of the total each category represents.

### COST CATEGORIES

Category	Annual Cost	% of Total
Payroll & Taxes	\$ 172,463.20	73.26%
Operating Expenses	\$ 15,000.00	6.37%
Overhead & Administration	\$ 3,150.00	1.34%
Capital Equipment	\$ -	0.00%
Employee Benefits	\$ 27,630.00	11.74%
Profit	\$ 17,160.00	7.29%
<b>TOTAL</b>	<b>\$ 235,403.20</b>	<b>100.00%</b>

## INVOICING AND BILLING

Our goal when related to invoicing and billing is to customize the process and documents to meet the needs of our customers. Each account has different requirements and we encourage dialog during the transition and implementation phase to determine what the invoicing and billing process will include. We're willing and able to provide any supporting documentation as part of our invoicing and billing process.

Our invoicing and billing system are flexible to enough to provide separate payroll and billing associated with special details and projects. These will be segregated from the normal monthly invoicing.

## QUALITY ASSURANCE

This section of our Proposal addresses the processes and reports that are structured to ensure that Streetplus is doing what we said we would do, which is provide services that will consistently exceed your expectations.

## IMPLEMENTATION AND TRANSITION

We are confident the program we've designed for the DMP addresses the requirements contained in the Request for Proposal. The critical stage after the decision is made regarding which company will be the best partner for your organization will be the implementation and transition of services.

During Implementation and Transition, members of the Streetplus corporate staff will be in Modesto, CA to oversee the transition and to select and train new employees.

## AFTER TRANSITION

Ongoing involvement and support from the corporate office of Streetplus is essential to the management and evolution of the program. Continuous improvement is our goal and our corporate team is well-versed in providing necessary support, guidance and resources. Additionally, our corporate team will share "best practices" from our other customers and the DMP can determine if these proven solutions are appropriate to implement.

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## CUSTOMER SERVICE COORDINATOR

We understand the importance of quality assurance and service and the value each has on making the program successful. There is value in having information and requests flowing through a central location or person. This improves the internal processes and streamlines the communication process.

We've created a corporate level position that will be responsible for coordinating all activity and requests for your account. The position is Customer Service Coordinator. You have a dedicated point of contact on any issue related to your account and you can expect timely responses to questions and requests.

The owners and others overseeing your account will always be just a phone call or email away, but this person will be the "go to" person and always available.

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## ACCOUNT VISITS

During the course of the year, members of our corporate team will make visits to Modesto, CA with the purpose of making sure the program we've designed is achieving desired results.

Quarterly, a member of the corporate team will make a visit for the purpose of evaluating the program. This is a formal visit resulting in an audit of every aspect of the program. This is important to ensure quality of service and service compliance. You will receive a copy of the results and we encourage a meeting to review the findings. Achievements will be celebrated and shortcomings will be addressed in the form of an action plan.

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## REPORTS

It is easy for a contractor to tell you we're doing a great job and that services are being delivered with no problems. However, we know it's important to hear from the customer if things are as good as the contractor says they are. That's why at Streetplus we encourage ongoing dialog and information sharing, both positive and negative. Reports document visits, outcomes and services and are vital to the ongoing evaluation of performance.

In addition to the reports you will receive after a formal quarterly visit, you can expect to receive an annual report. The purpose of the annual report is to share with you the achievements made during the reporting period. The report will also contain highlights, milestones, and service data showing the value the program has to the District.

The supervisor, working closely with the Vice President of Operations and Vice President of Corporate Services, will generate a monthly operational report that is used to measure service delivery requirements and to measure productivity and staffing.

All reports will be made available to the DMP and it is our expectation that both organizations meet to review reports.

In summary, you can expect the following reports, in addition to requirements contained in the Request for Proposal.

1. **Monthly** - structured to provide information related to the previous month's performance.
2. **Quarterly** - documenting formal visits. The report is an audit score card on account performance.
3. **Annual** - structured to provide results of the previous year.

## THE PLUS PROMISE

We're confident the program we've designed, coupled with our experience and processes, will exceed your expectations. We want you to feel confident that you have made the right choice if you select Streetplus to manage and operate your program.

There are key deliverables that our customers must rely on. The Plus Promise provides monetary credits on future invoices if Streetplus fails to deliver the product.

A copy of "The Plus Promise" is contained with our Proposal. Streetplus is open to discussing this with representatives from the DMP to determine what is important to you and we'll adjust "The Plus Promise" to include those tasks that are important to you.

Below are examples of the promises we make.

- ✓ If we don't make an account visit in accordance with the contract, you will receive a \$1,000 credit on your invoice.
- ✓ If we don't deliver summer uniforms or winter uniforms by the date agreed upon, you will receive a \$1,000 credit on your invoice.
- ✓ If we fail to deliver Refresher Training in accordance with our Proposal, you will receive a \$500 credit on your invoice.
- ✓ If we incorrectly pay an ambassador, you will receive a \$20 credit on your invoice and the ambassador will receive a \$20 gift card.
- ✓ If we invoice you incorrectly, you will receive a \$250 credit on your invoice.
- ✓ If we fail to invoice you correctly for "Special Details" and "Projects" you will receive a \$500 credit on your invoice.

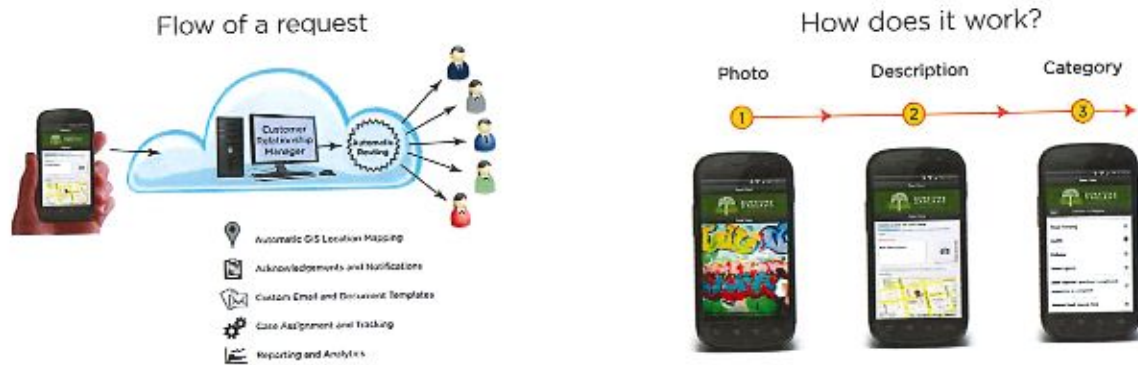
## TECHNOLOGY – STATVIEW (OPTIONAL)

There are many aspects to a successful clean and safe program and certainly two of the basic elements are cleaning and providing safety. Although it is important to have a core structure that addresses the daily operational issues and tasks, which Streetplus has outlined throughout our Proposal and can be verified by contacting our customers, the program must evolve and continue to exceed the expectations of the ratepayers. This is accomplished by innovation and creativity, which is a core element of our corporate culture.

The newest innovation and creative program element only available through Streetplus is Statview. This new innovation contains applications for work orders, planned maintenance, document management, instant communications and emergency messaging.

Statview is a web-based platform using mobile devices that have Internet, cellular service and Microsoft Windows applications. Employees are equipped with hand-held devices as part of

their equipment. Statview streamlines daily activities by providing a one stop, self-service location where they will be connected to the information they need at the speed of the Internet. Simply connect, sign-in, and start sharing information.



## AMBASSADOR GENERATED WORK ORDER

While on patrol, the Ambassador notices a spill. The Ambassador uses his hand-held device and takes a picture of the spill and enters an electronic work order documenting the spill. The system routes the electronic work order, with attached picture, to the Statview website for documentation purposes. The information is immediately sent by text message or electronic mail to the appropriate Clean Ambassador for further action. The Clean Ambassador responds to the location in accordance to operational procedures, cleans the spill, takes a picture and closes the electronic work order. The system sends the work order closure to the DMP and others, depending on how the system is programmed. The system automatically calculates the work order for statistical purposes.

The work order is also tagged using Geographic Information System (GIS), which is a system designed to capture, store, manipulate, analyze, manage, and present all types of geographic data. Each work order or piece of information entered using Statview is available for interactive queries (user-created searches), analyze information, edit data, and present information in various reports.

Statview also has GPS capability to monitor, dispatch and review the activities and locations of ambassadors.

## DMP EMPLOYEE GENERATED WORK ORDER

A downtown stakeholder is walking to work and is approached by an aggressive panhandler. They are able to enter the information using their mobile device. Again, using GIS, the information is captured and transmitted to the appropriate Ambassador for further action.

The Ambassador receives a text message and electronic mail with the information entered by the stakeholder and responds to the location. After evaluating the situation and taking the necessary action, based on their training and local ordinance, the Ambassador takes a picture of the person, enters additional information, and closes the work order. The stakeholder receives a text message or electronic mail informing them that the situation was handled.

*The cost for Statview isn't included in the proposed annual cost for services. Streetplus recommends the use of Statview. The cost for Statview includes the monthly service plan for mobile devices and the monthly access fee to the Statview platform.*

## REPORTS

One of the most important aspects of any program is the ability to share results with city government, stakeholders, members of the Board of Directors and others. It is one thing to see the results and another to report results. Statview provides numerous types of reports that capture activities, reports and outcomes. The reports are customized to fit your needs and requirements by simply hitting a button on your keyboard. All reports are “board ready” and can be customized to fit any need of the DMP.



## EXHIBITS

**Exhibit A**

The Plus Promise

**Exhibit B**

At Your Service

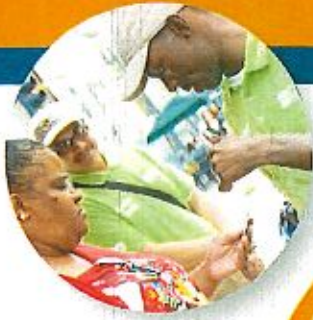
**Exhibit C**

Sample Report

## Exhibit A – The Plus Promise

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# STREETPLUS



## THE PLUS PROMISE



At Streetplus, we understand change is difficult and the unknown can be difficult. We want you to feel confident that you have made the right decision in selecting Streetplus to manage and operate your Downtown Public Safety Guide Program.

### THE PLUS PROMISE GUARANTEE:

1. If we don't make an account visit in accordance with the contract, you will receive a \$1,000 credit on your invoice.
2. If we don't deliver summer uniforms or winter uniforms by the date agreed upon, you will receive a \$1,000 credit on your invoice.
3. If we fail to deliver Refresher Training in accordance with our Proposal, you will receive a \$500 credit on your invoice.
4. If we incorrectly pay an ambassador, you will receive a \$20 credit on your invoice and the ambassador will receive a \$20 gift card.
5. If we invoice you incorrectly, you will receive a \$250 credit on your invoice.

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Steve Hillard, *President*  
Streetplus



## Exhibit B – At Your Service

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# At Your Service

# DoMo

Downtown  
Modesto  
Partnership

The Downtown Modesto (DoMo) Partnership provides numerous environmental and

supplemental safety services throughout the Downtown Modesto area on a daily basis. In addition to providing these daily services, we performed the following service(s) on:

Date	Time AM/PM
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- Removed Graffiti/handbill
- Painted Over Graffiti/handbill
- Power Washed Sidewalks
- Weed Control
- Removed Trash
- Other \_\_\_\_\_

- Service initiated by The Downtown Modesto (DoMo) Partnership
- Service provided at your request

**Let us know how we're doing. Call The Downtown Modesto (DoMo) Partnership at 209-303-0411**



Clean + Safe + Friendly



**DoMo**

Downtown  
Modesto  
Partnership

Every day, The Downtown Modesto (DoMo) Partnership Ambassadors are hard at work to make Downtown Modesto a

cleaner, friendlier and more inviting place to work, live and visit. Look for the Ambassadors in their signature uniforms as they conduct the following services within the public realm.

**Our Ambassadors:**

- Offer information and concierge services for Downtown visitors and patrons, residents and downtown employees
- Report and document downtown maintenance issues
- Escort visitors, employees and residents in the interest of public safety
- Assist in deterrence of nuisance crimes
- Serve as additional: "eyes and ears" on the street

**Our Clean Team:**

- Provide enhanced cleaning services to the Downtown Modesto seven days a week
- Use environmentally friendly equipment and supplies to scrub, remove stains and pressure-wash sidewalks and pedestrian areas
- Maintain flexible cleaning schedules to accommodate business and property owner needs
- Remove street-level graffiti within 48 hours of report
- Paint and maintain public spaces

***To request Services, call The Downtown Modesto (DoMo) Partnership at 209-303-0411***



Clean + Safe + Friendly

## Exhibit C – Sample Report

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00 | 00 | 00 | 00

# Street Report

it starts here.

DOWNTOWN  
BERKELEY

SEPTEMBER 2018 DOWNTOWN BERKELEY ASSOCIATION ACCOMPLISHMENTS

## HOSPITALITY AND SOCIAL SERVICE OUTREACH/STATS

The following data and information is provided to the Downtown Berkeley Association for tracking purposes. The period covered is September 1 through September 30, 2018. The data and information is obtained from Ambassadors conducting counts and from work orders entered in Statview.



**STREETPLUS**

Clean + Safe + Friendly



## GENERAL COMMENTS

In September, we put up a strong fight against the intense influx of leaves. Our goal was to get a jump start on the Fall season. Currently, there is an enormous amount of leaves falling from our trees, which can lead to big trouble when the rainy season hits if not under control. We have ordered a battery-operated leaf vacuum to assist with the cleanup process. We are doing our best to prioritize leaf clean up in the district.

## New Equipment



### Taylor Dunn:

We have our brand Taylor Dunn vehicle up and running, which has enabled us to get into otherwise difficult to access areas without blocking traffic and has lowered operation costs dramatically. The Taylor Dunn will also assist us with cleaning the new BART Plaza. We have also been contracted out by BART Plaza's coffee vendor, 1951 Coffee, for setup and take down of their kiosk; the Taylor Dunn will be essential to ensure this is done properly.



### Greenworks – Blower Vac:

Greenworks blower vacuum will be used daily by our team. The Ambassador's goal for September was to put a dent in the leaves and get a head start on Fall. Before we received this

equipment, we were using pan and broom across the city to try and clean up leaves. This process was long and hard on the ambassadors. With this leaf vac we can do the same job in a quarter of the time and decrease employee burnout.



### Team Work:

We have teamed up with the Berkeley Downtown Streets team, which consists of volunteers who are homeless or at risk of becoming homeless.

The volunteers can relate to homeless issues and are a big help with cleaning the downtown streets. We have been able to work with them towards a common goal of a better downtown area.

### Ambassador of the Month:

Dondero Fox: Dondero is one of the newest members of the team, but has quickly learned his roles and responsibilities and has exceeded our expectations and set an excellent example of the work ethic we look for in an Ambassador. Coincidentally, he used to work with our first Ambassador of the Month, Gregory Johnson. Dondero is currently learning as much as possible to be ready to step up into his next role.



### Looking Forward:

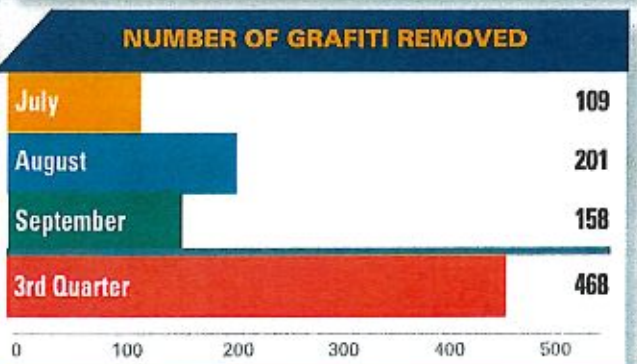
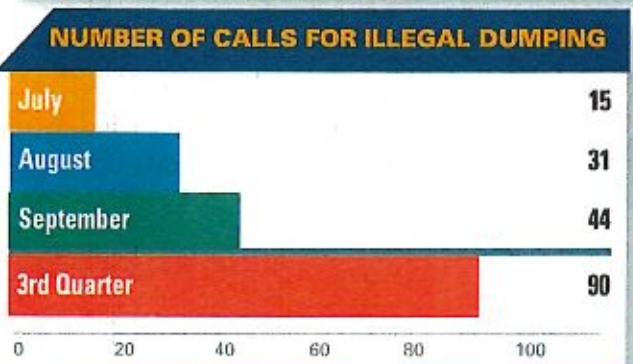
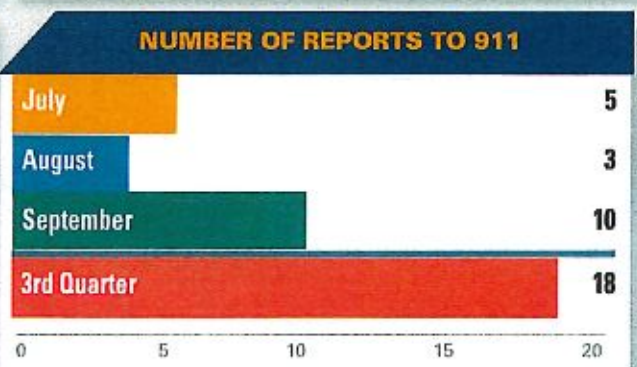
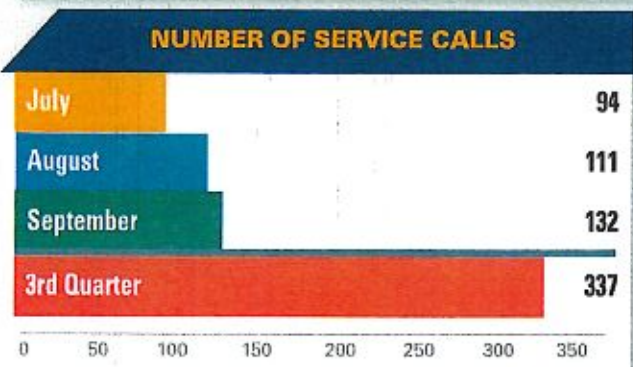
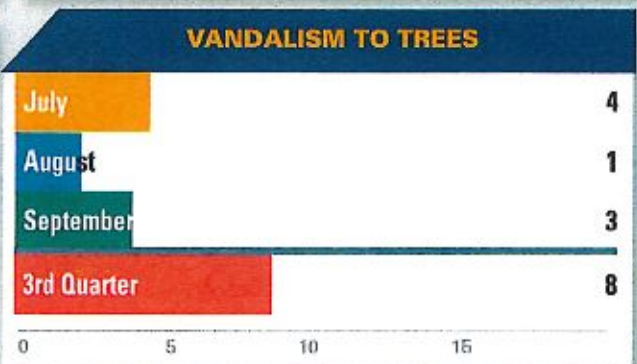
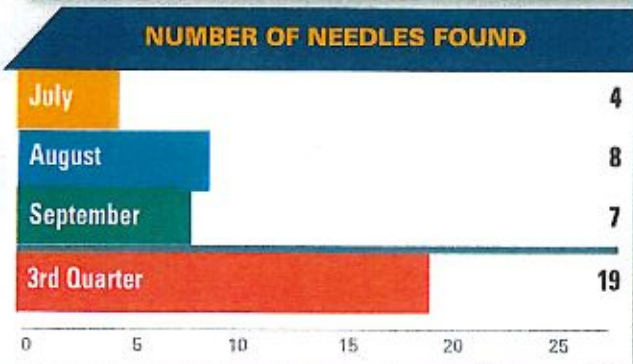
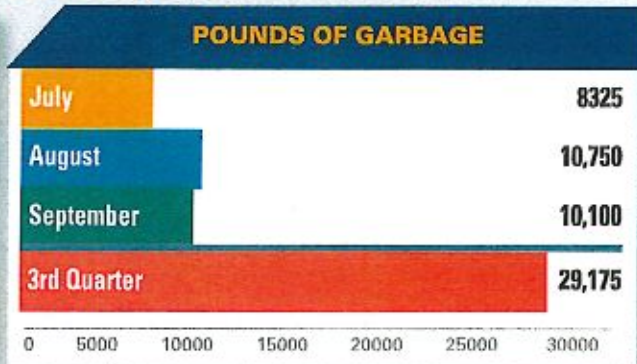
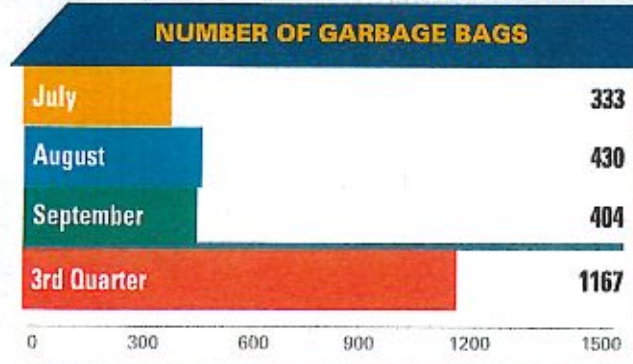
For November, we have to get ready for the rainy months. Our focus will be getting ready for the wet days, and ramping up BART. The new Downtown Berkeley BART station will open on 10/18/18 and we will have a full-time Ambassador assigned to assist wherever they are needed. We will also continue to focus on controlling debris on curb lines.

# Street Report

DOWNTOWN BERKELEY ASSOCIATION SEPTEMBER 2018 REPORT

HOSPITALITY AND SOCIAL SERVICE OUTREACH

## CLEANING AMBASSADORS

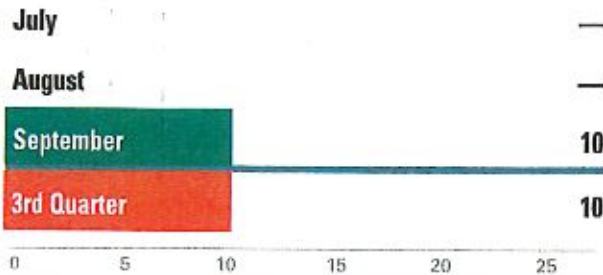


# Street Report

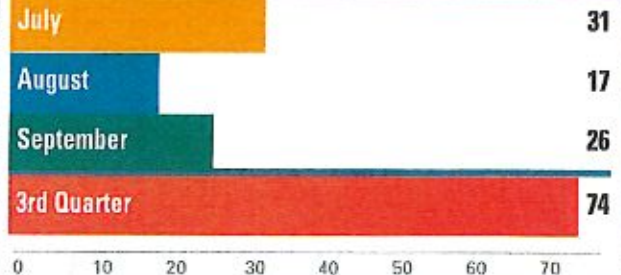
DOWNTOWN BERKELEY ASSOCIATION SEPTEMBER 2018 REPORT

HOSPITALITY AND SOCIAL SERVICE OUTREACH

## VANDALISM TO PROPERTY

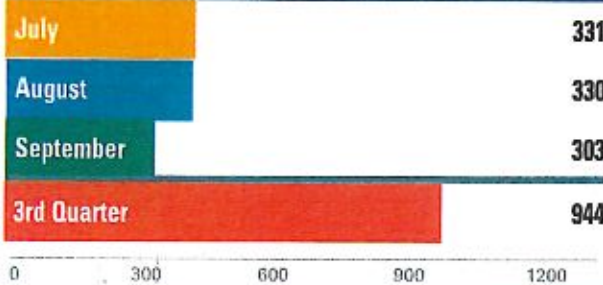


## NUMBER OF CALLS TO NON - EMERGENCY

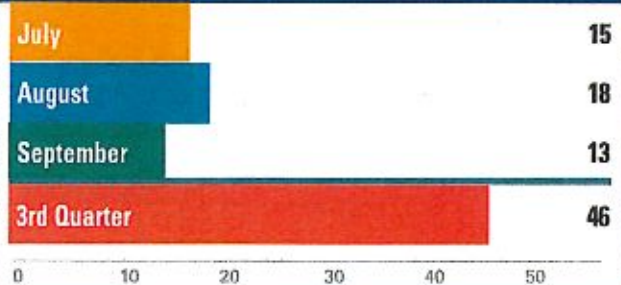


## SOCIAL SERVICE REFERRALS & CONTACT

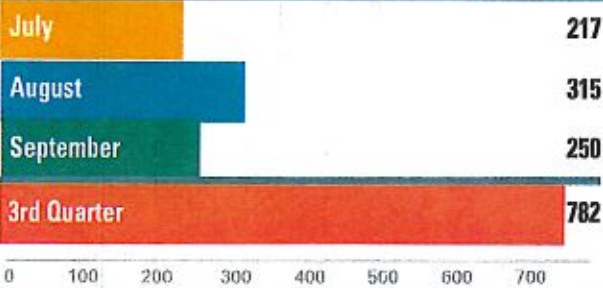
### HOMELESS MORNING WAKE UPS



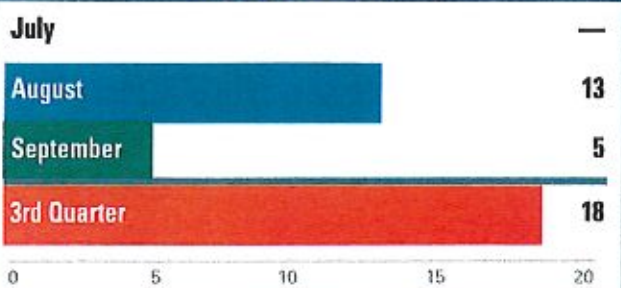
### ENCAMPMENTS REMOVALS



### HOMELESS DOORWAY REMOVALS



### HOTT TEAM CALLS

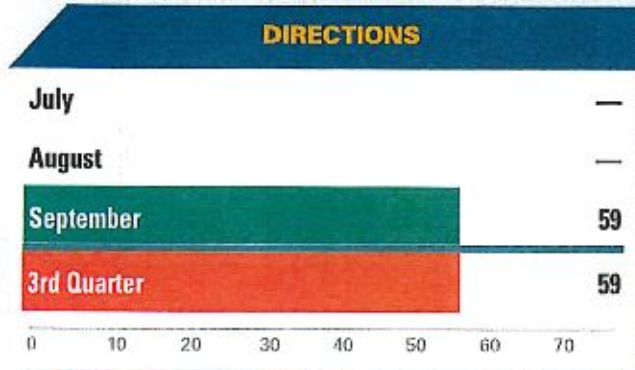


# Street Report

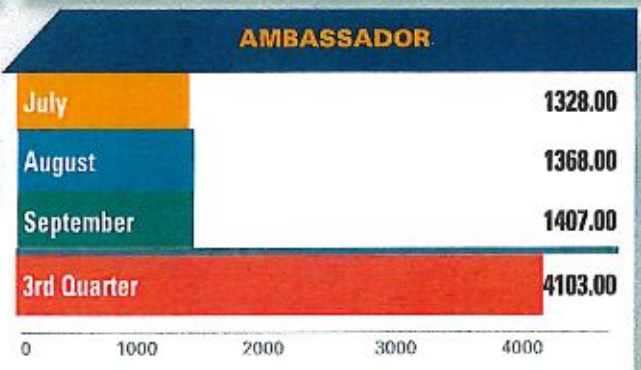
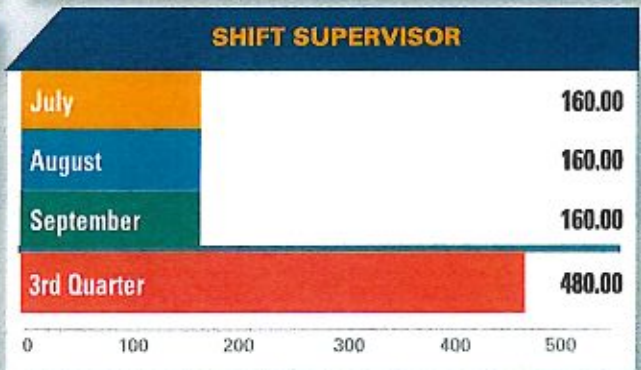
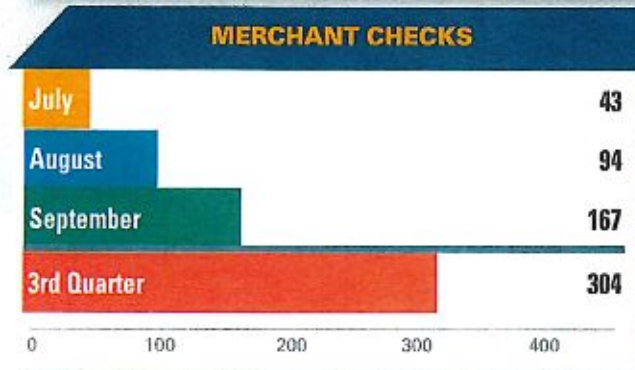
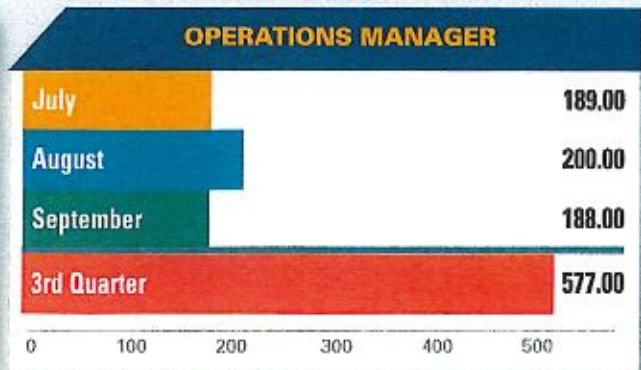
DOWNTOWN BERKELEY ASSOCIATION SEPTEMBER 2018 REPORT

HOSPITALITY AND SOCIAL SERVICE OUTREACH

## HOSPITALITY



## LABOR DEPLOYMENT



# Street Report

DOWNTOWN BERKELEY ASSOCIATION SEPTEMBER 2018 REPORT

HOSPITALITY AND SOCIAL SERVICE OUTREACH

## BEFORE/AFTER



## DEFINITIONS FOR THE TERMS USED IN THE STATISTICS:

### **Panhandling-Aggressive**

Panhandling while making unwanted physical contact, following, making repeated requests, yelling, or blocking the path of passers-by.

### **Panhandling-Passive**

Legally panhandling in a safe manner.

### **(Appears to be) Under the influence**

Individual behaving in a manner that is congruent with intoxication.

### **Drug Paraphernalia**

Visible drug paraphernalia. Either possessed by an individual or discarded.

### **Open Container**

Visibly open alcohol container, possessed by an individual.

### **Vandalism**

Destruction, or defacing of public or private property.

### **Public Intoxication**

Individual that is publicly intoxicated. As determined by law enforcement on scene.

### **Assault**

Assault according to state and federal law, witnessed by an ambassador.

### **Questionable activity**

Record of individuals loitering, or intentionally avoiding detection on private property. As requested by property owners or management.

### **Verbal Abuse**

Individuals behaving in a verbally threatening, or aggressive manner toward unwilling recipients. Yelling at, threatening, or slandering in public.

### **Hot Spots**

Regular patrol of areas high in Panhandling, drug activity, pedestrian foot traffic, or homeless encampments. Any area that needs regular and consistent ambassador presence for Hospitality services, or Social Outreach Services.

### **Contact with Homeless**

Any contact with a homeless individual that includes the offering of services. Or a request for information about services or service providers.

### **Referral-Clothing**

Referral to service provider for Clothing

### **Referral-Food**

Referral to service provider for food.

### **Referral-Shelter**

Referral to service provider for shelter

### **Wellness Checks**

Verbal, or visual check to ensure an individuals safety and well being

### **Self-Reported Mental Health**

Mental Health issue that the individual shares with an ambassador to seek aid, or define personal behavior.

### **Encampments – Reported**

Any homeless encampment as defined by a sleeping area or shelter (Tent, Tarp, Lean-to).

### **Encampments – Unclaimed Property**

Any homeless encampment as defined by a sleeping area or shelter (Tent, Tarp, Lean-to), that is unoccupied.

### **Directions**

Directions provided by ambassadors to any that request information.

### **Merchant Checks**

Contact with a merchant or property owner to either;  
A) provide contact materials for the ambassador program or provide with Downtown Alliance materials.  
B) Respond to a merchant request via contact with the Ambassador program.

### **Citizen Assist**

Any assistance provided to a citizen other than directions. For example; Information about festivals, service providers, or the ambassador program. Or Downtown event dates and times.

## Safe Clean Program Expenses

### DoMo Current Expenses

	<u>Annual Cost</u>
Payroll, Taxes, Benefits	\$ 200,000.00
Operating Expenses	\$ 15,000.00
75% of Susan's Total Compensation	\$ 57,375.00
Total	<u>\$ 272,375.00</u>

### StreetPlus Expenses

	<u>Annual Cost</u>
Payroll, Taxes & Benefits	\$ 200,093.20
Overhead & Administration	\$ 3,150.00
Operating Expenses	\$ 15,000.00
Profit	\$ 17,160.00
Total	<u>\$ 235,403.20</u>

Total Savings: \$ 36,971.80

# Downtown Modesto Partnership

## Annual Budget

Dec 2018 - Nov 2019

Revenue/Income	
Board Donations	1,200
CBD Income	680,000
Contract Labor	5,000
Events	20,000
Sponsorship/Advertising	18,000
Sublease	12,000
Misc. Donations	1,000
<b>Total Revenue</b>	<b>737,200</b>
Expenses/Cost	
Marketing and Advertising	18,000
Benefits	
Health Insurance	23,000
Pension	12,133
Board Meetings & Convening	500
Cell Phones	2,800
Dues, Subscriptions & Licenses	4,000
Events/Activities	22,019
Liability Insurance	2,700
Miscellaneous	2,500
Office Improvements & Maintenance	4,000
Office Supplies	5,000
Outside Services:	
Accounting Assistant	5,000
Auditor/CPA	7,500
Motion Loft	7,119
Parking Consultant	7,000
Rank Security	23,700
SinglePoint	7,000
StreetPlus	235,400
Payroll	230,000
Payroll Taxes Expense	23,000
Postage & Delivery	500
Professional Development	5,000
Public Space Beautification	11,000
Rent	44,000
Sponsorship	10,000
Travel & Entertainment	8,000
Utilities	6,000
Vehicle(s) Expenses	9,000
Workers Compensation	1,329
<b>Total Expenses</b>	<b>737,200</b>
0% Reserves	0
<b>Remaining Balance</b>	<b>0</b>

\*Remaining balance at the end of the fiscal year will be held in contingency/reserves



BYLAWS OF  
MODESTO IMPROVEMENT PARTNERSHIP, INC.,  
A CALIFORNIA NON PROFIT PUBLIC BENEFIT CORPORATION

ARTICLE 1.  
OFFICES

**Section 1. NAME**

The name of this Corporation ("Corporation") is the "Modesto Improvement Partnership, Inc.", a California Nonprofit Public Benefit Corporation.

**Section 2. PRINCIPAL OFFICE**

The principal office of the Corporation for the transaction of its business is located at 1001 10<sup>th</sup> St., Modesto, California.

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**Section 3. CHANGE OF ADDRESS**

The Board of Directors (the "Board") may change the Principal Executive Office from one location to another. Any change of the location of the Principal Executive Office shall be noted by the Secretary on these Bylaws opposite this Section or this Section may be amended to state the new location.

**Section 4. OTHER OFFICES**

The Corporation may also have offices at such other places, within or without the State of California, where it is qualified to do business, as its business may require and as the Board of Directors may, from time to time, designate.

ARTICLE 2.  
PURPOSES

**Section 1. OBJECTIVES AND PURPOSES**

The primary objectives and purposes of this Corporation shall be:

- A) To bring about the revitalization of the Downtown Modesto area.
- B) To bring about the investment of private and public capital within the Downtown Modesto area for public benefit and charitable purposes.
- C) To bring about the increased provision of quality public improvements and educational, cultural, artistic, charitable, and social services within the Downtown Modesto area for public benefit and charitable purposes.

- D) To bring about the increased economic well-being of residents, employees, and businesses within the Downtown Modesto Area.
- E) To promote improvement within the Downtown Modesto Community through activities which contribute to the economic and neighborhood well-being of the Downtown Modesto Area.
- F) Upon the dissolution or winding up of this Corporation, its assets remaining after payment of all debts and liabilities of this Corporation, shall be distributed to a nonprofit fund, foundation, or Corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax- exempt status under Internal Revenue Code section 501(c)(3).

**ARTICLE 3.  
MEMBERSHIP**

**Section 1. NO MEMBERS**

This Corporation shall have no members, as that term is defined in section 5056 of the California Nonprofit Corporation Law. Unless otherwise provided herein or in the California Nonprofit Public Benefit Corporation Law, any action which would otherwise require approval by a majority of all members shall require only approval of the Board of Directors. All rights which would otherwise vest in the members shall vest in the Board of Directors. Nothing in these Bylaws shall be construed as limiting the right of the Corporation to refer to persons associated with it, who participate in any activities of the Corporation, as "members" even though such persons are not members, as defined in section 5056 of the California Corporations Code. Such persons shall be deemed to be associated persons with respect to the Corporation as that term is defined in section 5332 of the California Nonprofit Public Benefit Corporation Law, and no such reference shall constitute anyone a member of this Corporation.

**ARTICLE 4.  
ELECTION OF DIRECTORS**

**Section 1. NOMINATION AND ELECTION**

Not less than thirty five ~~(45) days before the date set forth for the Annual meeting of the~~ Directors, the President shall request that the Board appoint at least three (3) members as the Nominating Committee to solicit nominees for consideration and election as Directors, and the names, so proposed, shall be presented to the Board of Directors at its Annual meeting. Notwithstanding the previous sentence, the Board may appoint a Nominations Committee to help manage governance matters of the Corporation and solicit nominations to the Board of Directors prior to the Annual Meeting. In any event, the Nominations Committee shall include the President and at least two of the Directors of the Corporation.

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- A) The Nominations Committee shall provide nomination forms to all eligible property owners and Board Members as defined in SECTION 2B. The nomination forms shall be

mailed out at least 45 days prior to the date set for the Annual meeting. A due date of at least 20 days prior to the Annual Meeting date shall be stated as the deadline for submitting nominations to the Nominations Committee;

- B) The nominees, who have been deemed to be qualified, consistent with SECTION 2 of ARTICLE 4, shall be presented to the Board for consideration of appointment to the Board at its Annual elections meeting.
- C) The Board may vote to accept some or all of the nominees submitted by the Nominations Committee at the Annual Meeting based upon the conditions set forth in this ARTICLE 4, SECTIONS 2A and B. The Board shall vote to accept all or some of the nominees based upon the seats allocated consistent with SECTION 1A of ARTICLE 5.
- D) Nominations may not be made from the floor but only in accordance with the procedures set forth in this Section or other procedures determined by the Board.

**Section 2.. QUALIFICATION**

- A) Stakeholders of the Modesto Improvement Partnership Community shall be eligible for nomination to the Board of Directors based upon their active participation with the Corporation including its committees, task forces or otherwise for a period of not less than one (1) year, and demonstrated understanding of and support for the policies and goals of the Corporation. (During its first year of operation, the Interim Board may waive the requirement for active participation on the Board due to the initiation of the corporation in late 2015. From January 1, 2017 onward, the provision for active membership for one year shall become effective).
- B) In addition, nominees shall only be eligible for election to those positions for which they qualify as a "Property Owner Member" or "Community At Large Member" as follows:

1) *"Property Owner Members"* are property owners within the Modesto Community Benefit District (CBD) boundaries (adopted by the Modesto City Council on September 1<sup>st</sup>, 2015), that have made full payment of property assessments for the previous and current fiscal years that such assessments were due.

*"Community at Large Members"* are business tenants, or community members who reside in and/or operate a business within the boundaries of the Modesto Community Benefit District and are appointed as representatives of property owners who have made full payment of property assessments for the previous and current fiscal years.

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Deleted: or, prior to formation of the 1 Modesto Community Benefit District, any Improvement property owner within the boundaries of the Modesto CBD

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Deleted: or, prior to formation of the Downtown Modesto Community Benefit District, any business owner/tenant that the Board deems would be an important contributing member to implement the goals of the Corporation and whose appointment shall allow the Corporation to fulfill its goals as a public benefit Corporation. Appointment of Community At Large members may also include those individuals who do not reside or operate a .

The Incorporator has appointed the persons set forth in Exhibit "A" attached to these Bylaws as an Interim Board of Directors to oversee creation and functioning of the Corporation including the adoption of the articles of Incorporation, the Bylaws of the Corporation, an Initial governance plan, and the election of the First Board of Directors. The interim Board shall serve until they have elected a fully qualified Board of Directors under Article 5 whose members meet the requirements set forth in these Bylaws. This is estimated to be by October of 2016.

Deleted: business within the Modesto Community Benefit District boundaries but who show a high degree of interest and concern for the welfare of the Downtown Improvement Area, who understand its connection to the community at large, and who the Board believes shall allow the Corporation to fulfill its goals as a public benefit Corporation.

ARTICLE 5.  
DIRECTORS

Section 1. NUMBER AND TERM

Other than the interim Board of Directors, the Corporation shall have a minimum of nine (9) and a maximum of ~~12~~ (12) Directors and collectively they shall be known as the Board of Directors. The exact number of Directors shall be fixed from time-to-time by resolution and amendment of these Bylaws by the Board of Directors. The Directors shall be elected in accordance with Sections 1 and 2 of Article 4 for three year terms beginning on the date of election to replace those Directors whose terms are then expiring.

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Deleted: Subject to the foregoing provisions for changing the number of Directors, the following seats shall be allocated to the Board of Directors based upon their financial contribution, as a group, to the operation of the Association. The allocation of categories of Board seats shall be as follows:

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## **Section 2. BOARD DUES**

Board members of the corporation shall pay annual dues to further the goals of the organization. The level of annual dues may be adjusted from time to time by the board of directors, but shall never be lower than \$100. Invoices for board dues shall be sent to sitting board members within ten (10) business days of the annual meeting, at which new board members are appointed. All board member shall pay dues within 60 days from the date of invoice.

## **Section 3. POWERS**

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Subject to the provisions of the California Nonprofit Public Benefit Corporation law, and any limitations in the Articles of Incorporation and Bylaws, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

## **Section 4. SPECIFIC POWERS**

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Without prejudice to the general powers stated in Section 2, and subject to the same limitations, the Directors shall have the power to:

- A) Select and remove all officers, employees and agents of this Corporation; Prescribe any powers and duties for the officers, employees and agents that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and, Fix the compensation of the officers, employees and agents;
- B) Change the Principal Executive Office or the principal business office in the State of California from one location to another; Cause this Corporation to be qualified to do business in any other state, territory, dependency or country and conduct business within or outside the State of California for the holding of any meeting, including annual meetings;
- C) Borrow money and incur indebtedness on behalf of this Corporation and cause to be executed and delivered for corporate purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;
- D) Accept on behalf of this Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of this Corporation;
- E) Contract for goods and/or services for this Corporation, subject to the limitations elsewhere provided in these Bylaws; Maintain and otherwise manage or cause to be managed, all other property acquired by this Corporation; Contract and pay maintenance, utilities, materials and supplies and services, relating to facilities; and, Employ personnel reasonably necessary for the operation of this Corporation, including lawyers and accountants where appropriate;
- F) Enter into any contract or execute and deliver any instrument in the name of and on behalf of this Corporation, and such authority may be general or confined to a specific instance;
- G) Adopt and publish rules and regulations governing the use of facilities of this Corporation, and to establish penalties for the infraction thereof;

H) Conduct, manage and control the affairs and business of this Corporation;

SI Page

- I) Contract and pay for the expenses of this Corporation;
- J) Prescribe such rules relating to the affairs and conduct of this Corporation as in the judgment of the Board, from time to time, may be found necessary or proper;
- K) Pay taxes and special assessments which are or would become a lien on property of this Corporation;
- L) Exercise all other powers granted to the Board by the Articles of Incorporation or these Bylaws or the laws of the State of California, including, without limitation, the Law;
- M) Amend or revise these Bylaws from time to time except that no such amendment or revision thereof may change the range of the number of the Directors; and
- N) Remove a Director from the Board for cause.

**Section 4.** All checks, drafts or orders for the payment of dollars, notes or other evidences of indebtedness issued in the name of this Corporation shall be signed by such officer or officers, agent or agents of this Corporation and in such manner as shall from time to time be determined by resolution of the Board. **COMPENSATION**

The Directors shall serve without compensation except that they shall be allowed and reimbursed for their actual and necessary direct expenses incurred in attending Directors meetings, only after adoption of a written Board policy concerning this provision.

**Section 5. RESTRICTION REGARDING INTERESTED DIRECTORS**

Notwithstanding any other provision of these Bylaws, not more than thirty percent (30%) of the persons serving on the board may be interested persons. For purposes of this SECTION, "interested persons" means either:

- A) Any person currently being compensated by the Corporation for services rendered it within the previous twelve (12) months, whether as a full or part-time officer or other employee, independent contractor; or
- B) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such interested person.

In any and all cases, a Board member who also happens to be an "interested person" shall not move, second or vote on any contract in which they have a financial interest

**Section 6. PLACE OF MEETINGS**

Meetings shall be held at the principal office of the Corporation unless otherwise provided by the Board or at such place within or without the State of California which has been designated from time to time by resolution of the Board of Directors. Any meeting, regular or special, may

be held by telephone conference, skype, or similar communications equipment, so as long as all Directors participating in such meeting can hear one another.

**Section 7. REGULAR AND ANNUAL MEETINGS**

Regular meetings of Directors shall be held at a time and place as set by the Board of Directors. The Board has the authority to alter the time and place of the monthly meetings upon majority vote provided reasonable notification of such change is made to the Modesto Community.

**Section 8. SPECIAL MEETINGS**

Special meetings of the Board of Directors may be called by the President or by any five (5) Directors, and such meetings shall be held at the place, within the City of Modesto, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the Corporation.

**Section 9. NOTICE OF MEETINGS**

Regular meetings of the Board may be held with appropriate notice consistent with the open meetings provisions of the Ralph M. Brown Act. Regular meeting agendas of the Board shall be posted three (3) days in advance of the meeting. Special notice shall be given of any adjourned regular or special meeting to Directors absent from the original meeting.

**Section 10. CONTENTS OF NOTICE**

Notice of meetings not herein dispensed with shall specify the place, day and hour of the meeting. The purpose of any Board meeting shall be specified in the notice.

**Section 11. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS**

The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each Director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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Deleted: ' notice by first-class mail or seventy two (72) hours' notice delivered personally or by telephone fax or e-mail. If sent by mail or fax, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the Director. Such notices shall be addressed to each Director at his or her address as shown on the books of the Corporation. Notice of the time and place of holding an adjourned meeting need to be given to absent Directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than forty eight (48) hours from the time of the original meeting.

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## **Section 12. QUORUM FOR MEETINGS**

A quorum shall consist of fifty per cent of the sitting Board of Directors. Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this Corporation, or by law, no business shall be considered by the Board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the Directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Board. The Directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action hereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this Corporation.

## **Section 13. MAJORITY ACTION AS BOARD ACTION**

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this Corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a Director has a material financial interest (Section 5233) and indemnification of Directors (Section 5238), require a greater percentage or different voting rules for approval of a matter by the Board.

## **Section 14. CONDUCT OF MEETINGS**

Meetings of the Board of Directors shall be presided over by the President of the Board, or appointed Chairperson of the Board, or, in his or her absence, by the Vice President of the Corporation or, in the absence of each of these persons, by a Chairperson chosen by a majority of the Directors present at the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Meetings may be governed by Roberts Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this Corporation, or with provisions of law.

Members of the Board of Directors may participate in a meeting through use of telephone conference or similar communications equipment, so long as all members participating in such meeting can hear one another. Such participation shall constitute personal presence at the meeting.

## **Section 15. ACTION BY TWO THIRDS WRITTEN CONSENT WITHOUT MEETING**

Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if 2/3 (two thirds) of the members of the full Board shall

individually or collectively consent in writing to such action. Each Board member shall be notified of the need for written consent without a meeting through first class mail, a fax, e-mail or phone call. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action, by written consent, shall have the same force and effect as the simple majority vote of the Directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by 2/3rds written consent of the Board of Directors without a meeting and that the Bylaws of Iris Corporation authorize the Directors to so act, and such statement shall be prima facie evidence of such authority.

#### Section 16. VACANCIES AND REMOVAL:

Any Board members with three (3) *unexcused* absences from a regularly scheduled Board meeting within a one year term of the Board shall be automatically removed from the Board without any formal action required to be taken by the Board. Board members who miss four (4) regular Board meetings within a one year Board term, whether excused or unexcused, shall also be automatically removed from the Board without any formal action required to be taken. Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any Director, and (2) whenever the number of authorized Directors is increased.

The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

Directors may be removed without cause by a majority of the Directors then in office. Written notice of the Board's intention to remove said Director from the Board shall be given fifteen (15) days prior to the date of the proposed expulsion or termination and shall identify the reasons for the proposed expulsion or termination and shall provide an opportunity for the member to be heard, orally or in writing, not less than five days before the effective date of the expulsion or termination before the Board. The notice shall be sent by first class or registered mail. Any Director may resign effective upon giving written notice to the Chairperson of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation, in which event the resignation will occur on the date so specified. No Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Attorney General.

Vacancies on the Board may be filled by approval of the Board at any time during the year or, if the number of Directors then in office is less than a quorum, by (1) the unanimous written consent of the Directors then in office, (2) the affirmative vote of a majority of the Directors then in office at a meeting held pursuant to notice or waivers of notice complying with this ARTICLE of these Bylaws, or (3) a sole remaining Director.

A person elected to fill a vacancy as provided by this SECTION shall hold office until the next annual election of the Board of Directors or until his or her death, resignation or removal from office.

#### **Section 17. NON-LIABILITY OF DIRECTORS**

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

#### **Section 18. INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS**

To the extent that a person who is, or was, a Director, officer, employee or other agent of this Corporation has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought, by any person or entity other than the Corporation, to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the Corporation, or has been successful in defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the Director, officer, employee or other agent of the Corporation in connection with such proceeding.

If such Director, officer, employee or other agent of the Corporation either settles any such claim or sustains a judgment against him or her for an action or claim brought by any person or entity other than the Corporation, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this Corporation but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the California Nonprofit Public Benefit Corporation Law.

#### **Section 19. INSURANCE FOR CORPORATE AGENTS**

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation (including a Director, officer, employee or other agent of the Corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

### **ARTICLE 6. OFFICERS**

#### **Section 1. NUMBER OF OFFICERS**

The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Chief Financial Officer who shall be designated the Treasurer. The Corporation may also have, as

determined by the Board of Directors, a (voting or non-voting) Chairperson of the Board), one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, or other officers. Any number of offices may be held by the same person except that neither the Secretary nor the Treasurer may serve as the President or Chairperson of the Board.

#### **Section 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE**

Any member of the Board of Directors may serve as an officer of this Corporation. Officers shall be elected by the Board of Directors at the Annual Meeting, or if a vacancy exists, at any time, and each officer shall hold office for a one year term or until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first. Officers shall be elected individually each year at the Annual Nominations and Election Meeting of the Board of Directors. A Board member shall serve two full years prior to becoming eligible for nomination as a Board officer, except during the first two years of the creation of the Corporation.

#### **Section 3. SUBORDINATE OFFICERS**

The Board of Directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

#### **Section 4. DUTIES OF BOARD CHAIR**

If a Chairperson of the Board of Directors is elected, he or she shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time. The Chairperson may also be the Executive Director or hired staff and shall have the powers and duties only to oversee the business of the Board of Directors as it pertains to the conduct of regular and special Board meetings.

#### **Section 5. DUTIES OF PRESIDENT**

The President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Unless another person is specifically appointed as Chairperson of the Board of Directors, he or she shall preside at all meetings of the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

#### Section 6. DUTIES OF VICE PRESIDENT

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

#### Section 7. DUTIES OF SECRETARY

The Secretary shall:

- A) Certify and keep at the principal office of the Corporation the original or a copy of these Bylaws as amended or otherwise altered to date.
- B) Keep at the principal office of the Corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.
- C) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- D) Be custodian of the records and of the seal of the Corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the Corporation under its seal is authorized by law or these Bylaws.
- E) Keep at the principal office of the Corporation a membership book containing the names and addresses of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.
- F) Exhibit at all reasonable times to any director of the Corporation, or to his or her agent or attorney, on request therefore, the Bylaws, and the minutes of the proceedings of the directors of the Corporation. Property Owner Members shall have similar rights of inspection as provided by action of the Directors.
- G) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

#### Section 8. DUTIES OF TREASURER

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Treasurer shall:

- A) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors or delegate such responsibilities to staff,
- B) Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.
- C) Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.
- D) Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.
- E) Exhibit at all reasonable times the books of account and financial records to any director of the Corporation, or to his or her agent or attorney, on request therefor. Modesto Community businesses shall have similar rights of inspection as provided by action of the directors.
- F) Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.
- G) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
- H) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

#### Section 9. COMPENSATION

No Director or Officer shall receive compensation or salary for their service on the Board of Directors.

**ARTICLE 7.  
COMMITTEES**

**Section 1. EXECUTIVE COMMITTEE**

The Board of Directors shall, by a majority vote of Directors, designate at least four (4) but not more than nine (9) of its members (who may also be serving as officers of this Corporation) to constitute an Executive Committee and delegate to such Committee any of the powers and authority of the Board in the management of the business and affairs of the Corporation, except with respect to:

- A) The approval of any action which, under law or the provisions of these Bylaws, requires the approval of the majority of the Board of Directors.
- B) The filling of vacancies on the Board or on any committee which has the authority of the Board.
- C) The amendment or repeal of Bylaws or the adoption of new Bylaws.
- D) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable.
- E) The appointment of committees of the Board or the members thereof.
- F) The approval of any transaction to which this Corporation is a party and in which one or more of the Directors has a material financial interest, except as expressly provided in Section 5233(c)(3) of the California Nonprofit Public Benefit Corporation Law.

By a majority vote of its members then in office, the Board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the Board may require.

**Section 2. Audit Committee**

The Corporation shall have an Audit Committee consisting of the Treasurer and at least two persons appointed by the Executive Committee and who are not are employees or officers of the Corporation or who receive, directly or indirectly, any consulting, advisory, or other compensatory fees from the Corporation. The Audit Committee shall perform the duties as may from time to time be determined by the Board. Such duties include, but are not limited to:

- A) Assisting the Board in choosing an independent auditor and recommending termination of the auditor, if necessary;
- B) Negotiating the auditor's compensation;

- C) Conferring with the auditor regarding the Corporation's financial affairs; and
- D) Reviewing and accepting or rejecting the audit.

Members of the Audit Committee shall not receive compensation for their service on the Audit Committee. If the Corporation has a Finance Committee, a majority of the members of the Audit Committee may not concurrently serve as members of the Finance Committee, and the chair of the Audit Committee may not serve on the Finance Committee.

#### **Section 3. OTHER COMMITTEES AND TASK FORCES**

The Corporation shall have such other committees and task forces as may from time to time be designated by resolution of the Board of Directors. Such other committees may consist of persons who are not also members of the Board. These additional committees shall act in an advisory capacity only to the Board and shall be clearly titled as "advisory" committees or task forces.

#### **Section 4. MEETINGS AND ACTION OF COMMITTEES**

Meetings and action of Committees shall be governed by, noticed, held and taken in accordance with the provisions of the Ralph M. Brown Act, if applicable, and these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the Board of Directors or by the committee. The time for special meetings of committees may also be fixed by the Board of Directors, or the committee chair. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

### **ARTICLE 8.**

#### **EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

##### **Section 1. EXECUTION OF INSTRUMENTS**

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, to pledge its credit or to render it liable monetary for any purpose or in any amount.



#### Section 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by at least two of the four of the officers of the corporation.

#### Section 3. DEPOSITS

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

#### Section 4. GIFTS

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this Corporation.

### ARTICLE 9. CORPORATE RECORDS, REPORTS AND SEAL

#### Section 1. MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office in the State of California and shall be available for public review consistent with the open meetings and public records sections of the Ralph M. Brown Act:

- A) Minutes of all meetings of Directors, committees of the Board and, if this Corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- B) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- C) A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- D) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by Modesto Community Benefit District property owners, residents businesses or the members, if any, of the Corporation at all reasonable times during office hours.

## Section 2. CORPORATE SEAL

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the Corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

## Section 3. DIRECTORS' INSPECTION RIGHTS

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

## Section 4. INSPECTION RIGHTS

Property Owner Members shall have the following inspection rights, for a purpose reasonably related to such person's interest as a member:

- A) To inspect and copy the record of all members' names, addresses and voting rights, at reasonable times, upon five (5) business days' prior written demand on the Corporation, which demand shall state the purpose for which the inspection rights are requested.
- B) To obtain from the Secretary of the Corporation, upon written demand and payment of a reasonable charge, an alphabetized list of the names, addresses and voting rights of those members entitled to nominate and vote for the appointment of Directors as of the most recent record date for which the list has been compiled or as of the date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified therein as of which the list is to be compiled.
- C) To inspect at any reasonable time the books, records, or minutes of proceedings of the members or of the board or committees of the board, upon written demand on the Corporation by the member, for a purpose reasonably related to such person's interests as a member.

## Section 5. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this ARTICLE may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

## Section 6. ANNUAL REPORT

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the Corporation's fiscal year to all Directors of the Corporation and, if this Corporation has members, to any member or delegate who requests it in writing, which report shall contain the following information in appropriate detail:

- A) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- B) The principal changes in assets and liabilities, including trust funds, during the fiscal;
- C) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- D) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year;
- E) Any information required by SECTION 7 of this ARTICLE.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

**Section 7. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS TO MEMBERS**

This Corporation may mail or deliver to all Directors and any and all members a statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

- A) Any transaction in which the Corporation, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:
  - B) Any Director or officer of the Corporation, or its parent or subsidiary (a mere common directorship shall not be considered a material financial interest); or
  - C) Any holder of more than ten percent (10%) of the voting power of the Corporation, its parent or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than FIFTY THOUSAND DOLLARS (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than FIFTY THOUSAND DOLLARS (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than TEN THOUSAND DOLLARS (\$10,000) paid during the previous fiscal year to any director or officer, except that no such statement need be made if such indemnification was approved by the members pursuant to Section 5235(a)(2) of the California Nonprofit Public Benefit Corporation Law.

Any statement required by this SECTION shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the Corporation, the

nature of such person's interest in the transaction and, where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

If this Corporation has any members and provides all members with an annual report according to the provisions of SECTION 6 of this ARTICLE, then such annual report shall include the information required by this SECTION.

**ARTICLE 10.  
FISCAL YEAR**

**Section 1. FISCAL YEAR OF THE CORPORATION**

The fiscal year of the Corporation shall commence on December 1<sup>st</sup> of each year and conclude on November 30<sup>th</sup> of the following year.

**ARTICLE 11.  
AMENDMENT OF BYLAWS**

**Section 1. AMENDMENT**

Subject to any provision of law applicable to the amendment of bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or updated and new Bylaws adopted as follows:

- A) Subject to the power of members, if any, to change or repeal these Bylaws under Section 5150 of the Corporations Code, by approval of the Board of Directors unless the Bylaw amendment would materially and adversely affect the rights of members, if any, as to voting or transfer, provided, however, if this Corporation has admitted any members, then a Bylaw specifying or changing the fixed number of directors of the Corporation, the maximum or minimum number of directors, or changing from a fixed to variable board or vice versa, may not be adopted, amended, or repealed except as provided in Paragraph B of this SECTION; or
- B) By approval of the majority action of the sitting Board of Directors.

**ARTICLE 12.  
AMENDMENT OF ARTICLES**

**Section 1. AMENDMENT OF ARTICLES BEFORE ADMISSION OF MEMBERS**

Before any members have been admitted to the Corporation, any amendment of the Articles of Incorporation may be adopted by approval of the Board of Directors.

## Section 2. AMENDMENT OF ARTICLES AFTER ADMISSION OF MEMBERS

After members, if any, have been admitted to the Corporation, amendment of the Articles of Incorporation may be adopted by the approval of the Board of Directors and by the approval of the members of this Corporation.

## Section 3. CERTAIN AMENDMENTS

Notwithstanding the above sections of this ARTICLE, this Corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses of the first directors of this Corporation nor the name and address of its initial agent, except to correct an error in such statement or to delete either statement after the Corporation has filed a "Statement by a Domestic Non-Profit Corporation" pursuant to Section 8210 of the California Nonprofit Corporation Law.

### ARTICLE 13. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

No member, Director, officer, employee, or other person connected with this Corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the Corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the Corporation. All members, if any, of the Corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the Corporation, whether voluntarily or involuntarily, the assets of the Corporation, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of this Corporation and not otherwise.

### ARTICLE 14. MEMBERS

#### Section 1. DETERMINATION OF MEMBERS

If this Corporation makes no provision for members, then, pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of this Corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the Board of Directors.

**ARTICLE 15.  
PROHIBITED TRANSACTIONS**

**Section 1. Loans.**

Except as permitted by Section 5236 of the Code, the Corporation shall not make any loan of money or property to, or guarantee the obligation of, any Director or officer; *provided, however*, that the Corporation may advance money to a Director or officer of the Corporation or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such officer or Director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

**Section 2. Self-Dealing Transactions.**

Except as provided in SECTION 3, below, the Board shall not approve or permit the Corporation to engage in any self-dealing transaction. A self-dealing transaction is a transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, unless the transaction is described in Section 5233(h) of the Code.

**Section 3. Approval.**

This Corporation may engage in a self-dealing transaction if the transaction is approved by a court or by the Attorney General. This Corporation also may engage in a self-dealing transaction if the Board determines, before the transaction, that (1) the Corporation is entering into the transaction for its own benefit; (2) the transaction is fair and reasonable to the Corporation at the time; and (3) after reasonable investigation, the Board determines that it could not have obtained a more advantageous arrangement with reasonable effort under the circumstances. Such determinations must be made by the Board in good faith, with knowledge of the material facts concerning the transaction and the interest of the Director or Directors in the transaction, and by a vote of a majority of the Directors then in office, without counting the vote of the interested Director or Directors.

**ARTICLE 16.  
CONSTRUCTION AND DEFINITIONS**

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Code as amended from time to time shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a Corporation as well as a natural person.

**ARTICLE 17.  
CONFLICT OF INTEREST  
AND COMPENSATION APPROVAL POLICIES**

**Section 1. PURPOSE OF CONFLICT OF INTEREST POLICY**

The purpose of this conflict of interest policy is to protect this tax-exempt Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Director of the Corporation or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(3)(A) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

**Section 2. DEFINITIONS**

- A) **Interested Person.** Any Director, principal officer, member of a committee with governing Board delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.
- B) **Financial Interest.** A Director has a financial interest if the person has, directly or indirectly, through business, investment, or family:
- 1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
  - 2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
  - 3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under SECTION 3, paragraph B, a person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

### Section 3. CONFLICT OF INTEREST AVOIDANCE PROCEDURES

- A) **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Directors and members of committees with governing Board delegated powers considering the proposed transaction or arrangement.
- B) **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
- C) **Procedures for Addressing the Conflict of Interest.**
- 1) An interested person may make a presentation at the governing Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - 2) The chairperson of the governing Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - 3) After exercising due diligence, the governing Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - 4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing Board or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.



- D) Violations of the Conflicts of Interest Policy. If the governing Board or committee has reasonable cause to believe a Director or committee member has failed to disclose actual or possible conflicts of interest, it shall inform the individual of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### Section 4. RECORDS OF BOARD AND BOARD COMMITTEE PROCEEDINGS

The minutes of meetings of the governing Board and all committees with Board delegated powers shall contain:

- A) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.
- B) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### Section 5. STATEMENTS

Each Director, principal officer, and member of a committee with governing Board-delegated powers may sign a statement upon election that affirms each person:

- A) has received a copy of the conflicts of interest policy,
- B) has read and understands the policy,
- C) has agreed to comply with the policy, and
- D) understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes,

#### Section 6. PERIODIC REVIEWS

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
- B) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

**Section 7. USE OF OUTSIDE EXPERTS**

When conducting the periodic reviews as provided for in SECTION 6, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing Board of its responsibility for ensuring periodic reviews are conducted.

**CERTIFICATE OF SECRETARY**

I, the undersigned, certify that I am the currently elected and acting Secretary of Modesto Improvement Partnership, a California Nonprofit Public Benefit Corporation, and the above Bylaws, consisting of 26 pages, are the Bylaws of the Corporation as adopted at a meeting of the Board held on October 7, 2015.

Dated: October 7, 2015

Executed at Modesto, California

  
\_\_\_\_\_  
Greg Reed, Secretary

Exhibit A  
To the  
Bylaws for  
MODESTO IMPROVEMENT PARTNERSHIP  
A CALIFORNIA NON PROFIT PUBLIC BENEFIT CORPORATION

INTERIM BOARD MEMBERS

DAVID I. GIANELLI	BART BARRINGER
RYAN SWEHLA	GREG REED
LYNN DICKERSON	HANK BARRETT
GEORGE BOODROOKAS	CHRIS MURPHY
GARRAD MARSH	WAYNE BRIDEGROOM

No less than majority of the seats on the Board of Directors at all times and within a specific year, shall be filled by Property Owner Members , or representatives of Property Owner Members who have fully paid into the Downtown Modesto Community Benefit District

The balance of seats shall be filled by Community at Large Members or representatives of Community at Large Members. The Directors shall be elected in accordance with SECTIONS 1 and 2 of ARTICLE 4 for three (3) year terms beginning on the date of election to replace those Directors whose terms are then expiring.

However, during the first full nomination and election of the Board by the Interim Board, 1/3rd of the Directors shall serve a one year term, 1/3<sup>rd</sup> shall serve a two year term and 1/3<sup>rd</sup> shall serve a three year term. This staggering of seats will ensure that the entire Board is not replaced within one calendar year.

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ter, all property owner seats shall serve 3 year terms from the date of the Annual Meeting.