MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is entered into as of October 1, 2022 ("Effective Date"), by and between the Ocean Avenue Association, a California nonprofit public benefit corporation ("OAA") and NexStreet, Inc., a California corporation ("NexStreet"), with reference to the following recitals. OAA and NexStreet are referred to collectively herein as the "Parties," and individually as a "Party."

RECITALS

A. The OAA and the City and County of San Francisco ("CCSF") are parties to that certain Agreement for the Administration of the “Ocean Avenue Community Benefits District” dated as of July 1, 2010 ("Administration Agreement"). Unless otherwise defined, a capitalized term used herein has the meaning set forth in the Administration Agreement. Pursuant to Administration Agreement, the CCSF has delegated to the OAA the authority to manage the Ocean Avenue Community Benefits District ("CBD") according to the terms and conditions of the Administration Agreement and consistent with the Management District Plan.

B. The boundaries of the CBD encompass approximately 170 properties along the Ocean Avenue corridor from Manor Drive to Interstate 280 (on the northern side of the street) and from Victoria Street to Lick-Wilmerding High School (on the southern side of the street).

C. The initial 15-year term of the CBD commenced on July 1, 2010, and expires on June 30, 2025. The OAA is presently in the process of gathering support for, and seeking the approval of, a renewal of the term of the CBD and an expansion of its geographic boundaries ("Renewal").

D. The OAA supervises, among other activities, graffiti abatement, trash collection, sidewalk sweeping, landscaping, cleaning and maintenance services, safety initiatives, business support services, neighborhood activation events and streetscape improvement projects within the boundaries of the CBD. The OAA also advocates on behalf of business and neighborhood stakeholders in the Ocean Avenue area with departments and elected leadership of the CCSF.

E. The Board of Directors of the OAA ("Board") is comprised of property owners, non-property owning merchants and community members.

F. The Board has adopted the Ocean Avenue Association Financial Policies and Procedures dated August 15, 2022 (as it may be revised from time to time, the "FPP"). The FPP has been provided to NexStreet.

G. The OAA seeks an experienced and qualified organization to provide executive director services on behalf of the OAA and to assist and guide the Board in the stewardship of the CBD.

H. NexStreet has the expertise, leadership skills and personnel necessary and appropriate for the management of community benefit districts and the fulfillment of the objectives and requirements of applicable law relevant to property-based business improvement districts.
I. Accordingly, in consideration of the mutual covenants, conditions and provisions set forth below, and each Party intending to be legally bound, the Parties agree as follows:

AGREEMENT

A. SERVICES RENDERED

1. During the Term (as defined below), of this Agreement, NexStreet shall provide the executive management services to OAA set forth in the “Scope of Services” attached as hereto at Exhibit A (the “Services”, as they may be amended pursuant to the terms and conditions set forth in this Agreement).

2. The Services include the appointment by NexStreet of Christian Martin (an employee of NexStreet), to serve as the Executive Director of the OAA during the Term. NexStreet may designate other employees of NexStreet to advise and supplement the Services performed by Mr. Martin.

3. The Services also include NexStreet’s assistance with the selection, onboarding, mentorship and training of an assistant to the Executive Director (“Deputy”). A Deputy may be tasked with particular projects or initiatives designated by the Board or recommended by the Executive Director. The Parties acknowledge that compensation for a Deputy is not included under this Agreement and will be the separate responsibility of the OAA at the time suitable arrangements for the employment of a Deputy are reached.

4. NexStreet shall perform the Services in accordance with the degree of care, skill and diligence consistent with customary professional standards. NexStreet shall perform the Services consistent with the terms and conditions of the Administration Agreement, the FPP and otherwise in compliance with applicable law.

5. NexStreet shall report to the Board and attend, provide meeting packages and make presentations at regular and special Board meetings.

B. COMPENSATION

1. (a) The annual fee for the Services provided by NexStreet under this Agreement Exhibit A is $82,428.00 (“Service Fee”).

(b) Monthly installments of the annual Service Fee in the amount of $6,869.00, will commence on October 1, 2022, and continue through September 30, 2023. Each monthly installment will be paid by OAA within three (3) business days after the commencement of each month. NexStreet will provide a monthly invoice to OAA for each Service Fee installment. The monthly installment of each Service Fee will be pro-rated for any partial month during which Services are provided by NexStreet.

(c) The Service Fee contemplates that NexStreet will devote and provide at least 100 hours of manpower each month during the Term in the fulfillment of its Services to OAA. NexStreet will provide a monthly report within five (5) business days after the commencement
of each month with a general accounting and description of its Services rendered during the prior month in timekeeping increments of 0.5/hour (i.e., 30 minutes). If it is determined, after consultation between the Parties, that the actual staffing levels and associated working contemplated by this Agreement above are not met, the monthly Service Fee installments will be adjusted accordingly to reflect the actual labor hours devoted to the Services.

(d) NexStreet acknowledges that the Service Fee (or a portion thereof) may be derived from additional support and/or grants issued to the OAA by the OEWD (as defined below) and agrees that it will take the necessary steps to meet the requirements for such funding.

(e) The Service Fee may be adjusted to reflect any mutually acceptable expansion of the scope of Services, or increases in staffing levels or hourly commitments (above the minimum 100 monthly hours), provided by NexStreet. If NexStreet recommends a change in the scope of Services provided hereunder, NexStreet agrees to provide any and all necessary information to OAA which supports or justifies the proposed changes and the Parties will cooperate to reach a mutually satisfactory resolution. Any such changes in scope, staffing levels or hourly commitments will be subject to a mutually satisfactory amendment in writing to this Agreement.

(f) The Parties acknowledge and agree that the Service Fee is all-inclusive and is intended to compensate NexStreet for all Services rendered by it and its employees, contractors and agents under this Agreement. OAA will have no responsibility for taxes, benefits, insurance, health care or other employment-related obligations that NexStreet incurs to or on behalf of its employees, contractors and agents. NexStreet is an independent contractor to OAA and is solely responsible for all payroll, benefit and tax reporting and processing obligations to its employees, contractors and agents.

2. If any Service Fee installment is not paid when due it shall be deemed delinquent if not cured within ten (10) days after delivery of a written notice of delinquency. All delinquent payments shall be subject to a late charge of one percent (1%) per month commencing on the first business day after the cure period lapses until payment in full is made.

D. EFFECTIVENESS AND TERMINATION

1. Effectiveness. This Agreement shall be effective as of the period commencing on the Effective Date through September 30, 2023 (the “Term”). Any renewal or extension of the Term of this Agreement shall require the mutual written consent of the Parties.

2. (a) Termination for Convenience. This Agreement may be terminated by either Party for any reason whatsoever and without cause upon the delivery of written notice of its intention to terminate the Agreement at least sixty (60) days from the date of the notice.

(b) Termination for Cause. Either Party may terminate this Agreement for cause in the event of a material default under this Agreement by the other Party provided that written notice of such default is delivered at least thirty (30) days in advance of the date of termination. Such notice of default must specify with particularity the nature of the breach and provide the
other Party an opportunity to cure within the thirty (30) day notice period. If the breach is not fully cured within such period, this Agreement shall be deemed to terminate on the 30th day following the date of the notice of default. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate: (i) automatically upon the death of Christian Martin; (ii) upon ten (10) days’ written notice from the OAA of Christian Martin’s disability; (iii) automatically upon the liquidation or dissolution of NexStreet; or (iv) without notice if NexStreet’s actions or failure to act is in bad faith or contrary to the best interests of the OAA.

E. INDEMNIFICATION AND INSURANCE

1. (a) NexStreet shall indemnify, defend, and hold harmless OAA and its directors, officers, employees, agents and representatives (collectively, the “OAA Indemnified Parties”), at any time as of or after the Effective Date of this Agreement, from and against all demands, claims, actions or causes of action, losses, damages, liabilities, costs, and expenses (including interest, penalties, and reasonable attorney’s fees and expenses) (the “Claims”) asserted against, imposed upon, or incurred by any of the OAA Indemnified Parties as a result of NexStreet’s negligent acts or omissions arising out of this Agreement, except to the extent that such Claims result from or arise out of the independent acts or omissions of the OAA indemnified Parties.

(b) OAA shall indemnify, defend, and hold harmless NexStreet and its directors, officers, employees, agents, and representatives (collectively, the “NexStreet Indemnified Parties”), at any time as of or after the Effective Date of this Agreement, from and against all Claims asserted against, imposed upon, or incurred by any of the NexStreet indemnified Parties as a result of OAA’s negligent acts or omissions arising out of this Agreement, except to the extent that such Claims result from or arise out of the independent acts or omissions of the NexStreet Indemnified Parties.

(c) Promptly after receipt by an Indemnified Party of notice of any Claim that may give rise to a right of indemnification under this Agreement, such party shall give written notice thereof as promptly as reasonably practicable to the indemnifying party, provided that, any delay in notifying any such party shall not relieve any such party of any liability to any Indemnified Party hereunder except to the extent such party can prove that the defense of such Claim is, or was, prejudiced by such delay. As a condition to receive the indemnification provided under this Agreement, an Indemnified Party must provide to the indemnifying party (i) full and proper information about the Claim, and (ii) reasonable cooperation and assistance (at the indemnifying party’s expense) in the defense of the Claim (in such manner as may be necessary or appropriate to preserve any confidential information and the attorney-client and work-product privileges). An Indemnified Party shall have and retain the full authority to control the defense of (with counsel chosen by an Indemnitee in its discretion) or to settle any Claim. An indemnifying party shall have no obligation to indemnify and Indemnified Party under any settlement made without its reasonable consent. An Indemnified Party shall be entitled to participate (at the indemnifying party’s expense) in any dispute for which indemnity is sought.

2. Each Party shall, at its own cost and expense, maintain in force for the joint benefit of the other Party’s Indemnified Parties a broad form comprehensive general liability insurance policy with not less than One Million Dollars ($1,000,000) of coverage, including broad form...
contractual liability, naming each other Party’s Indemnified Parties as additional insureds. Such insurance policies shall be written by an insurer authorized to do business in the State of California with a minimum AAA rating in Best’s Insurance Guide (or shall otherwise be subject to the prior written approval of the other Party, with such Party reserving the right to approve or disapprove the identity of such other insurer in its sole and absolute discretion). In addition, each policy of insurance shall be stated to be primary and non-contributing with any insurance carried by each Party for its own benefit and for the benefit of its own Indemnified Parties. Upon notice, each Party shall deliver to the other, and any of its Indemnified Parties so requesting, a certificate of insurance with regard to such policy.

F. NOTICES

1. All notices required by this Agreement shall be delivered in person, by a reputable nationally recognized overnight delivery service, or electronic mail with verification of receipt.

   If to NexStreet:

   NexStreet, Inc.
   Christian Martin, CEO
   8055 Collins Dr.
   Oakland, CA 94621
   christian@nexstreet.com

   If to OAA:

   Shirley Lima, President
   Ocean Avenue Association
   1728 Ocean Ave #154, San Francisco, CA 94112
   hello@shirleylima.com

2. Except as otherwise specified herein, all notices and other communications shall be deemed to have been given on the earlier of the actual receipt by the addressee or the expiration of three (3) business days (excluding Sundays and federal holidays) after deposit in the United States mail in the manner described in this Section. Any party hereto may change its address for purposes of this section by notice to the other party in accordance with this section.

G. MISCELLANEOUS

1. Independent Contractor. NexStreet shall render services hereunder to the OAA as an independent contractor and not as an employee. Nothing contained in this Agreement shall be construed to create an employment relationship between the OAA and NexStreet. NexStreet shall furnish or secure all equipment required for its performance hereunder at its own expense and shall be responsible for the payment of all wages, employment taxes, Social Security contributions and other expenses in the course of its performance hereunder.
2. **Relationship of the Parties.** The relationship of the parties to this Agreement is not, and shall not be construed as or interpreted or argued to be or to create, a partnership, joint venture, agency or other fiduciary relationship. The parties to this Agreement are independently contracting parties acting after arms-length negotiation.

3. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

4. **Amendment.** Any amendment to the Services described in Exhibit A shall require the mutual written consent or approval of the Parties, and each Party may withhold such consent or approval in its sole and absolute discretion. Any amendment must be signed by an authorized representative of both Parties.

5. **Governing Law.** This Agreement shall be governed in all respects, including validity, interpretation, and effect, by the internal laws of the State of California without giving effect to the principles of conflict of laws thereof.

6. (a) **Dispute Resolution.** (i) Any dispute, controversy, or claim between the Parties arising under or relating to the subject matter of this Agreement shall be determined solely and exclusively by arbitration before a single arbitrator provided by JAMS or any successor thereto, and under and in accordance with JAMS’s Commercial Arbitration Rules and Practices then in effect, unless the Parties otherwise agree in writing; provided, however, that the invocation of such arbitration remedy by either Party shall not delay or suspend the effective date of a termination of this Agreement in accordance with the other express provisions set forth herein. Judgment upon the award of the arbitrator in accordance with this Section shall be final and binding and may be entered as a judgment in any state or federal court in California, and the parties irrevocably waive any right to appeal from such award or judgment.

(b) Upon selection of the arbitrator by JAMS and the Parties in accordance with JAMS’ rules and procedures, and before any other proceeding before the arbitrator other than an initial pre-hearing conference, the arbitrator shall conduct a mediation of the dispute if either party requests it.

(c) Except as otherwise provided above in this Agreement, no dispute involving an alleged breach of this Agreement may be submitted to arbitration until the Party claiming breach has given the other Party written notice of the alleged breach and such other Party has failed to cure the alleged breach within ten business days. Concurrent claims not involving alleged breach of this Agreement may be pursued in arbitration simultaneously, and notwithstanding any difference in the timing of their commencement, the Parties agree to join any breach or other claims in a single arbitration to the extent such joinder will not delay pending proceedings and otherwise is practicable.

7. **Counterparts; Electronic Signatures.** This Agreement and any amendment may be executed and delivered in counterparts. Electronic or digital signatures shall be valid for all purposes.
8. **Further Assurances.** Each Party agrees from time-to-time to execute and deliver all such further documents and instruments, and to provide such assistance, as the other Party may reasonably require to effectively carry out or perform duties contemplated by this Agreement.

9. **Severability.** If any term or provision of this Agreement is invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall remain in full force and effect to the largest extent possible in light of such other invalidity or unenforceability.

10. **Successors and Permitted Assigns.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable only by the Parties hereto. Neither Party may assign either this Agreement or any of its rights, interests, or obligations under this Agreement in whole or in part without the prior written consent of the other. Any purported transfer or assignment without said consent shall be void from its inception.

11. **Delivery of Books and Records.** Upon termination of this Agreement, NexStreet shall promptly deliver to OAA all books, records and other documents or information (including access rights and passwords) relating to Services performed by NexStreet for and on behalf of OAA and shall cooperate with OAA in making an orderly transition.

**IN WITNESS WHEREOF,** each of the Parties has executed this Agreement, or has caused this Agreement to be executed on its behalf by a duly authorized representative, as of the Effective Date.

**OCEAN AVENUE ASSOCIATION**

__________________________________  
By: Shirley Lima  
Its: President  
Date: _____________________________

**NEXSTREET, INC.**

__________________________________  
By: Christian R. Martin  
Its: ______________________________  
Date: ______________________________
EXHIBIT A

Scope of Services

- Ensure that the Administration Agreement, as well as applicable state and local law, including the Brown Act and the California Public Records Act, are fulfilled in a timely and professional manner.

- Provide direction and guidance for execution of the Management District Plan.

- Ensure timely compliance with requests from, and deliverables due to, the Office of Economic and Workforce Development (OEWD), including any reports due to OEWD concerning the performance of the Parties under the Agreement.

- Support the Board and manage the OAA’s employees, encouraging shared ownership of the OAA’s mission and strategic goals.

- Develop and supervise the OAA’s annual budget consistent with the Management District Plan.

- Assist the OAA to implement the recommendations contained in the OAA’s 2021 strategic plan.

- Guide the OAA through the Renewal of the CBD before its sunset date.

- Serve as the primary spokesperson and advocate representing the OAA to the media, the CCSF (including the Mayor’s office and the Board of Supervisors), other government and other benefit and improvement districts.

- Develop and maintain relationships among multiple stakeholders including business owners, nonprofit organizations, residents and visitors to assess the corridor’s needs.

- Work collaboratively with relevant stakeholders to develop and track short- and long-term solutions for the OAA corridor.

- Manage the contracts and services delivered by the OAA and its sub-contractors (cleaning and maintenance services, marketing services, grant projects, etc.).

- Regularly walk the Ocean Avenue corridor (not less than 10 hours weekly) to engage with merchants about their needs and to validate the performance and effectiveness of OAA programs.

- Post, publicize and keep regular office hours at a cafe along Ocean Avenue (not less than 4 hours weekly).

- Develop and promote programs for local businesses which may include:
  - Preparing flyers, newsletters, and advertisements
  - Maintaining the OAA’s social media accounts
  - Maintaining the OAA’s website to disseminate information about the OAA’s goals, programs, and activities.

- Sustain and maintain fundraising, including monitoring of current grants and submission of new grant proposals.

- Work with the OAA’s accountant and bookkeeper to approve invoices, pay bills, manage books, and bank accounts, and prepare annual financial statements and tax filings.
- Promote the formulation by the Board of new initiatives and ideas for the lasting improvement of the CBD.

- Develop plans and projects to sustain community donations to the OAA in its capacity as an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.