

Post date:	
Initial:	



Hillcrest Business Association
Board of Directors Meeting
 Public Meeting ~ March 10, 2020, 5pm
 Joyce Beers Community Center
 3900 Vermont St., San Diego, CA 92103

Agenda

- | | | |
|---|----------------------------|------------|
| 1. Call to order, roll call, and introductions | G. Younger | 2 minutes |
| 2. Public comment (2 minutes per speaker) (information) | | 2 minutes |
| 3. President’s report (information) | G. Younger | 5 minutes |
| 4. Executive Director’s report (information) | B. Nicholls | 5 minutes |
| 5. Consent agenda (action) | C. Moreno/
R. Bedrosian | 5 minutes |
| a. Approval of minutes from February 2020 ¹ | | |
| b. Approval of financials from January 2020 ² | | |
| 6. Executive Committee items | G. Younger | 10 minutes |
| a. Update concerning Rainbow Crosswalk funding (information) | | |
| b. UCPD business seat appointments (action) | | |
| 7. Special Event Committee items | R. Bedrosian | 10 minutes |
| a. Hillcrest Taste ‘n Tinis financial report (information) | | |
| b. Volunteer management contract (action) ³ | | |
| c. MOU concerning Farmers Market contract (action) ⁴ | | |
| 8. Marketing Committee items | M. Ramon | 5 minutes |
| a. Report concerning Valentines Day raffle (information) | | |
| 7. Beautification Committee items | B. Nicholls | 5 minutes |
| a. Approval of agreement with AT&T mural artist (action) ⁵ | | |
| b. Approval of tree surround material Flexi-pave (action) | | |

Adjourn

Attachments:

- | | |
|----------------------------------|---|
| 1. Minutes from February 2020 | 4. MOU concerning farmers market management |
| 2. Financials from January 2020 | 5. Artist contract |
| 3. Volunteer management contract | |

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2019 Standing Committees:

- Beautification (T. St. Louis)
- Executive (P. Smith)
- East MAD (M. Roland)
- Special Events (R. Bedrosian)
- Marketing (open)

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Hillcrest Business Association
Board of Directors Meeting
Public Meeting ~ February 11, 2020, 5pm
Joyce Beers Community Center
1230 Cleveland Ave., San Diego, CA 92103

Board Members in attendance:

Ryan Bedrosian, Colleen Cavilleri, David Daniel, John Husler, Jeff Jackson, Jessica Magers, Cecelia Moreno, Matt Ramon, Tina Shirley, Paul Smith, Jerry Strayve, and Glenn Younger.

Board Members absent:

Kirsten Rindal

Staff in attendance:

Benjamin Nicholls, Mary Joseph

Public in attendance:

Unrecorded

Minutes

- P. Smith called the meeting to order and introductions occurred.
- Ryan Bedrosian conducted the roll call.
- A number of political representatives made comments.

- P. Smith thanked everyone who came out to our open house a couple of weeks ago. It was attended by about fifty people and was held at Uptown Tavern. He let folks know that there are a number of vacancies at the HBA and UCPD that need to be filled over the next month and he invited all to think about who might be good to represent the business community.

- B. Nicholls reported that the MAD expansion committee has completed its survey work and he presented a summary of the results.
- He reported that the HBA is in the process of finishing installing tree lights on Fifth Ave., painting street light poles throughout the district, and planting trees on University Ave.
- He has been negotiating an agreement with a contractor to help us expand the Hillcrest Fabuteer volunteer program.
 - Motion to approve the consent agenda including the minutes from January 2020, and financials from November and December 2019. (Younger/ Bedrosian). Motion carries with all in favor.

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- The group reviewed and discussed the proposed FY 21 budget.
 - Motion to approve the budget for the BID and MAD. (Younger/ Bedrosian). Motion carries with all in favor.

 - The group review the financials for Nightmare on Normal.
 - B. Nicholls reported that Mardi Gras ticket sales are well underway.

 - M. Ramon reported that the Marketing Committee has come up with a proposal to host a neighborhood raffle every second month and give away prize packages from local businesses. The businesses are promoted as part of the program.
 - He reported that the group started with a Valentines Day themed raffle as a pilot program. There were two prize packages collected with eight businesses contributing.
 - Motion to endorse an ongoing raffle campaign. (Ramon/ Bedrosian). Motion carries with all in favor.

 - B. Nicholls presented an update contract with Hale Media that included an additional \$2,000 for street team services.
 - Motion to approve the new contract. (Younger/ Bedrosian). Motion carries with all in favor.

 - B. Nicholls reported that the City of San Diego presented to the Beautification Committee to discuss the University Ave. MAD budget. They presented the budget that was included in the package.
 - The committee recommended requesting that the UCPD increase its annual contribution for maintaining the median on Normal Street from \$3,000 annually to \$5,000 annually.
 - Motion: approve the budget with the addition of \$5,000 from the Pakrking district. (Bedrosian / Strayve). Motion carries with all in favor.

 - B. Nicholls reported that the committee would like to install Flexipave rubber surface on a number of tree wells throughout the neighborhood. After a brief conversation this item was returned to the committee for further discussion.

 - The meeting adjourned.

Contracting Agreement
March 10, 2020

This Agreement (the “Agreement”) is executed by Hillcrest Business Improvement Association, a California not for profit corporation (hereinafter referred to as “HBA”) whose address is 3737 Fifth Avenue San Diego, CA 92103 and Volunteer with Cheli (hereinafter referred to as “Consultant”), whose address is _____. HBA and Consultant are sometimes hereinafter collectively referred to as the “Parties” or individually as a “Party”.

Hillcrest Business Association undertakes special events as part of its promotional programs throughout the year and is seeking a Media and marketing company to implement elements of these events and general promotions throughout the year.

Services to be provided

Consultant shall manage the event on behalf of the HBA in accordance with the provisions set forth in Attachment A attached hereto and made a part hereof for all purposes.

Terms and termination

Either Party may cancel this Agreement at any time after date of signing upon 30 days written notice to the other Party.

This agreement supersedes any previous agreement between the parties.

Independent contractor status

Consultant is an independent contractor and is not an employee of HBA. Staffing costs relating duties described in Attachment A will be borne by Consultant, including requirements for the provisions of Workers Compensation Insurance and any and all local, state and federal payroll taxes, and any tax liability related to Consultant and their staff.

Governing law

Contractor shall at all times comply with all applicable laws, statutes, ordinances, and regulations of the City, county, state, and federal governments. Subcontractor shall also comply with all notices issued by the City under the authority of all current or future laws, statutes, ordinances, or regulations.

Conflict of interest

Contractor shall comply with all federal, state, and local laws, including conflict of interest laws, statutes, ordinances, regulations, and policies of the City related to public contracts and procurement practices to the extent applicable. HBA and Contractor are unaware of any financial or economic interest of any public officer or employee of the City relating to this agreement. Contractor has been made aware of the HBA’s Conflict of Interest policy (attachment B).

Payment

The HBA will pay a monthly rate of \$500 for services outlined in Attachment A.

Ownership

Hillcrest Taste ‘n Tinis, Hillcrest CityFest, the Taste of Hillcrest, the Hillcrest Sign logo, The Fabulous Hillcrest logo, Pride of Hillcrest Block Party, Hillcrest Farmers Market and the related marks are, and always have been, the property of the HBA. HBA retains the exclusive rights to sell any HBA related merchandise and tickets and to conduct promotions for any business relating to Hillcrest and the HBA.

Agreements with third parties

Contractor shall disclose and provide copies of all agreements with third parties relating the project including rental agreements, service contracts, entertainment agreements, sponsorships, in-kind donations, special payments, and mutual benefit arrangements. Unwritten agreements shall be unacceptable.

Marketing, Logos and Sponsor recognition

Hillcrest logos shall be used on all promotional and signage elements for the event including banners, signs, advertising and otherwise. This event shall be clearly described as a production of the “Hillcrest Business Association” or “Fabulous Hillcrest”. Any sponsorship agreements shall not create the impression that the event is owned by any third party.

Arbitration

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try in good faith to resolve the dispute by mediation administered by the American Arbitration Association under its rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof pursuant to applicable law.

No Joint venture or partnership

This Agreement shall not be construed or interpreted to create or establish any joint venture or partnership between the parties.

Integration

This Agreement supersedes all prior or contemporaneous agreements, understandings, promises, representation, and discussions, whether written or oral, or whether expressed, implied or apparent and are hereby deemed merged into and made a part of this Agreement. The terms of this Agreement are contractual and not merely a recital. No waiver or modification of any term of this Agreement shall be valid or binding unless in writing and executed by all of the Parties.

Assignment

This Agreement and the rights and obligations accruing to the Parties hereto shall not be assigned or delegated without the consent of the other Party; and such consent shall not be unreasonably withheld. Notwithstanding the foregoing or any other provision contained herein to the contrary, Consultant may assign this Agreement and all rights pertaining thereto and delegate all of his obligations to a third party upon approval of the board of directors of the HBA.

Equal employment and nondiscriminatory provisions

Consultant shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Consultant's activities pursuant to this Agreement, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment. Consultant shall comply with City Council Ordinance No.18173 (San Diego Municipal Code sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated into this Agreement. Consultant is individually responsible to abide by its contents. Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Consultant may be required to comply, and require each of its Subcontractors to comply, with the provisions of the City's Living Wage Ordinance. It is the responsibility of the Consultant to determine if compliance is required. Consultant is required where applicable to comply with the Americans with Disabilities Act, the City of San Diego Drug Free Workplace requirements, and Storm Water Management and Discharge Control Ordinance.

Representations and warranties

Each Party represents and warrants to the other that it has all necessary power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The Agreement has been duly and validly executed and delivered by the Parties and constitutes the valid and binding agreement of that Party, fully enforceable against that Party in accordance with their respective terms. To the best knowledge of each Party, all consents, approvals, orders or authorizations of, or registration, declaring or filing with, any governmental authority in connection with the execution and delivery of the Agreement or the consummation of the transactions contemplated hereby have been obtained.

Supervision

Contractor shall provide supervision adequate to insure that the services rendered pursuant to this agreement are of high quality.

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____, at _____, California.

HILLCREST BUSINESS
ASSOCIATION

By: _____

Benjamin Nicholls
Executive Director, HBA :

ADDRESS:

3737 Fifth Avenue, #202
San Diego, CA 92103
(619) 299-3330 Tel.

- Attachment A: Scope of services

- Attachment B: Conflict of interest policy

Attachment A: Scope of Services

Consultant agrees to manage the following activities:

provide following elements for the events described on the attached registration forms.

- Organize the number of volunteers stated on the registration form for each event for the period of time and the activities stated on the form.
- Provide management of those volunteers for each event for the period of time and the activities stated on the form.
- A monthly invoice for the services.
- A special HBA area on the Volunteer with Cheli website soliciting volunteers for the HBA volunteer program.
- Maintain a volunteer database for the HBA with participation details of each volunteer.

HBA will provide:

- A monthly retainer of \$500 paid upon receipt of invoice. Invoices will not total more than \$6,000 in an annual period. In recognition that volunteer organizing is a year round activities regardless of whether an event is occurring that month or not the retainer will be paid monthly.
- unique volunteer promotional items for volunteers organized by Volunteer with Cheli. Items will be agreed upon ahead of time and should cover multiple events where possible. Items will be branded with the event name or Fabulous Hillcrest, and Volunteer with Cheli.
- unique and personalized volunteer promotional items for premium volunteers who have worked four events for the HBA and one event within the neighborhood of Hillcrest.
- support the volunteers with water, food, sunscreen, meals, and where possible complementary tickets to events.
- HBA will add Volunteer with Cheli as additionally insured on its liability policy.
- Completed volunteer registration form at least three months prior to the event date.

Attachment B: conflict of interest policy

No contract may be entered into by the Hillcrest Business Association if one of its officers, members, directors, committee members, staff members or volunteers has a material financial interest in the contract or transaction, except in the following circumstances:

- (1) the material facts as to the contract or transaction and as to the party's interest are fully disclosed or known to the member, board or committee voting on the matter;
- (2) the contract or transaction is approved by the members, board or committee in good faith, by a vote sufficient without counting the vote of the interested party or parties;
- (3) the interested party or parties abstains from voting on the matter;
- (4) the contract or transaction is just and reasonable to the Hillcrest Business Association at the time it was authorized, approved or ratified;
- (5) the interested party or parties shall not actively participate in the decision about the contract or transaction, except to answer questions or provide a broad explanation;

(6) the action is recorded in meeting minutes, noting which members voted, how the members voted, and identifying any members who abstained from voting.

A violation of any provision of this policy shall be grounds for removal of the officers, directors, members, committee members, staff members or volunteers from their positions with the HBA.

A contract or transaction entered into in violation of this.



March 10, 2020

To whom it may concern:

This letter serves as a modification of the agreement signed between the Hillcrest Business Association and David Larson signed March 2016 concerning the management of the Hillcrest Farmers Market.

The parties stated below agree that all responsibilities and benefits assigned to David Larson, in the contract signed in March 2016 between the HBA and David Larson, shall be transferred to Mark Larson Inc. upon signing of this letter. Nothing in this letter shall be construed as to modify or change any obligations, timelines, responsibilities, or any other material elements of the agreement.

Furthermore, Mark Larson agrees to abide by the cure elements stated in the letter dated November 8, 2019 from DeVaney, Pate, Morris, and Cameron concerning ongoing management of the market.

Signed:

Paul Smith
Board President

David Larson

Mark Larson

Contracting Agreement

March 10, 2020

This agreement is executed by Hillcrest Business Association, a California not for profit corporation (hereinafter referred to as "HBA") whose address is 3737 Fifth Avenue #205, San Diego, CA 92103 and Sarah Stieber (hereinafter referred to as "Artist"), whose address is <address>.

The City of San Diego, though not a party to this agreement, is referred to in this agreement as "the City".

American Telegraph and Telephone (AT&T), though not a party to this agreement, is referred to in this agreement as "AT&T".

The signatories to this agreement shall be collectively referred to as, "the parties".

Definitions

A. Art. The term "art" shall mean an original creation of the imagination that is viewable by the human eye, exists in a physical form, is permanently adhered to a surface.

B. Wall. The term "wall" shall mean the existing constructed barrier at the south east corner of Sixth Ave. and University Ave. between the building corners. All elements of the barrier shall be included in this definition including bars, gaps, and mesh.

C. Appearance. The term "appearance" shall mean what is viewable by the human eye.

Recitals

The HBA is seeking an artist to create a public work of art at the South East corner of Sixth Ave. and University Ave. in the Hillcrest commercial area of San Diego.

WHEREAS, the HBA desires to engage the services of Artist for the creation of public mural in the neighborhood of Hillcrest San Diego at the Installation Site;

WHEREAS, the Artist acknowledges that the HBA undertook a competitive artist selection process competitive process in 2019 and Artist was selected based on the work known as Super Spectrum that was submitted as part of that process.

WHEREAS, the Artist and the HBA understand that the Installation Site is the wall at the south east corner of Sixth Ave. and University Ave.

NOW, therefore, in consideration of the above recitals, and the mutual promises and conditions contained in herein, the Parties, intending to be legally bound, hereby agree as follows:

Agreement

Acknowledgment of Relationships.

Artist hereby acknowledges that the HBA does not own any real property and is not able to fully authorize the installation of any work of public art on public or private space in the right of way.

Artist hereby acknowledges that the HBA will be the fiscal agent for this project, will provide all payments, financial controls, project management, and preliminary approval for all phases of the project.

Artist hereby acknowledges that the AT&T will provide final approval installation of the project.

Artist hereby acknowledges that the City of San Diego may need to provide final approval installation of the project through a permitting process to be managed by the HBA.

Governing Law and Assignment.

HBA and Artist acknowledge that they both expressly agree and understand that the laws of the State of California shall govern this agreement and any disputes arising therefrom.

This contract cannot be assigned or transferred without the express written consent of the HBA.

Independent contractor status

Artist is an independent contractor and not an employee of the City or HBA. All staff costs relating to the project must be borne by Artist. Artist shall have no authority to bind the City or HBA in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the City or HBA. Signing this agreement does not assign any rights, obligations, and/or duties of Hillcrest Business Association under this agreement to any third party. This agreement does not create a contractual relationship between the City or HBA and any third party.

Agreements with third parties

Prior to signing this agreement the Artist shall disclose and provide copies of all agreements with third parties relating to the project including rental agreements, service contracts, entertainment agreements, sponsorships, in-kind donations, special payments, and mutual benefit arrangements. Unwritten agreements shall be unacceptable.

Artist hereby acknowledges other agreements exist between HBA and AT&T, the City of San Diego, and other third parties that relate to this agreement including but not limited to fabrication, installation and permitting.

Artist acknowledges and agrees that if any of the third parties pertaining to this agreement described above fail to meet the obligations of their respective agreements, this agreement will be terminated at the point in the schedule at which the default occurs.

Artist acknowledges that unless in the case of default by any of the parties, the project will be suspended and artist shall only be eligible for payment of services based on the timeline described in Attachment A.

No joint venture or partnership.

This agreement shall not be construed or interpreted to create or establish any joint venture or partnership between the parties.

Supplies and Equipment.

Artist agrees to provide all equipment, labor, materials, facilities, insurance, or other elements required to meet the terms of the agreement.

Supervision.

Artist shall provide supervision adequate to ensure that the services rendered pursuant to this agreement are of high quality.

Rights, Warranties, and Declarations of Insurance.

HBA hereby represents and warrants that it has at present in force comprehensive public liability insurance.

HBA hereby represents and warrants that at the time this contract is entered into, it carries workman's compensation insurance to the extent required by the appropriate statutes, and Public Liability Insurance including errors and omissions.

Artist shall defend, indemnify, protect, and hold harmless the City and HBA, their elected officials, departments, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property.

Artist shall provide Commercial General Liability [CGL] Insurance, naming HBA and the "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additionally insured.

Artist shall provide Workers' Compensation Insurance, as required by the laws of the State of California for all of Artist's employees who are subject to this agreement, with Employers' Liability coverage with a limit of at least one million dollars (\$1,000,000). "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additionally insured in the CGL. The policies shall be kept in force for the duration of the term and any extended use. The certificate(s) of insurance shall be delivered to HBA at the execution of this contract.

All insurance required by the terms of this agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements. If the City is made a party to any judicial or administrative proceeding to resolve the dispute between HBA and Artist, Artist shall defend and indemnify the City as described herein.

HBA shall not be held responsible for acts of God, riot or civil turmoil, hurricanes, or war if the event is beyond its reasonable control.

Mutual Benefit

It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

Duration of and Termination of Agreement.

It's agreed upon by the parties that this contract shall be in full force and effect until the terms of the contract have been satisfied..

Termination shall be effective only when notice in writing to discontinue is sent to either party by certified United States mail, with return receipt, postage prepaid and addressed to the other party hereto shown on this Agreement, at least thirty (30) days prior to the expiration of the term.

Ownership

The parties acknowledge that Hillcrest Taste 'n Tinis, Hillcrest CityFest, the Taste of Hillcrest, the Hillcrest Sign logo, The Fabulous Hillcrest logo, Pride of Hillcrest Block Party, Hillcrest Farmers Market and the related marks are, and always have been, the property of the HBA. HBA retains the exclusive rights to sell any HBA related merchandise and tickets and to conduct promotions for any business relating to Hillcrest and the HBA.

Images of the final work of art and the Initial Concept as described in this agreement shall be available to the HBA for reproduction for any purpose.

Confidentiality.

Artist agrees not to use or disclose any information it receives from the HBA under this Agreement that has been identified as confidential or believed to be confidential in nature.

Miscellaneous.

It is agreed by and between the parties that if any of the terms of provisions of this Agreement shall be determined to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

The parties, both, hereby acknowledge that each has read, understands, accepts, and will abide by each and every provision and sub provision contained herein.

Services to be provided

Artist agrees to provide the services as described in attachment A.

Conflict of interest

Artist shall comply with all federal, state, and local laws, including conflict of interest laws, statutes, ordinances, regulations, and policies of the City related to public contracts and procurement practices to the extent applicable. HBA and Artist are unaware of any financial or economic interest of any public officer or employee of the City relating to this agreement. Artist has been made aware of the HBA's Conflict of Interest policy (attachment B).

Payment

HBA shall pay the artist as described in attachment A.

An initial deposit of 20% of the total fee (\$3,000) will be paid upon the execution of this contract. The total fee for all work described in this contract shall not exceed \$15,000.

Equal employment and nondiscriminatory provisions

Artist shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Artist's activities pursuant to this agreement, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment. Artist shall comply with City Council Ordinance No.18173 (San Diego Municipal Code sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated into this agreement. Artist is individually responsible to abide by its contents. Artist shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Artist shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Artist may be required to comply, and require each of its Subcontractors to comply, with the provisions of the City's Living Wage Ordinance. It is the responsibility of the Artist to determine if compliance is required. Artist is required where applicable to comply with the Americans with Disabilities Act, the City of San Diego Drug Free Workplace requirements, and Storm Water Management and Discharge Control Ordinance.

Arbitration. If a dispute arises out of or relates to this agreement, or the breach thereof, the parties agree first to try in good faith to resolve the dispute by mediation administered by the American Arbitration Association under its rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this agreement, or breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof pursuant to applicable law.

Court Proceedings in Case of Breach of this Agreement or Other and Remedies.

In addition to any and all legal rights a party may have by law, if either party to this Agreement defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make monetary payment when due), the other party may terminate this agreement by providing a written notice by certified mail to the defaulting party.

IN WITNESS WHEREOF, the parties have executed this agreement

on _____, at _____, California.

HILLCREST BUSINESS ASSOCIATION

ARTIST

By:

By:

Attachment A: scope of work

Artist agrees to provide the following:

Create a work of public art fit for display at the corner of University Ave. and Sixth Ave. in Hillcrest, San Diego that meets the following parameters in the following phases:

Phase 1: Initial Concept

- Provide an Initial Concept that accurately portrays the final work of art to be displayed. The Initial Concept shall be similar in appearance to the “Super Spectrum” art that was submitted in the competitive process undertaken by the HBA in 2019. The completed Initial Concept shall include illustrations of the final appearance of the art to be installed on the Sixth Ave. side and the University Ave. side of the installation location. The concept art shall take into account existing conditions including existing trees, landscaping, and breaks in the wall.
- Create the Initial Concept so as to provide a continuous image along the wall sections that assume the viewer is at the intersections of Sixth and University looking south east.
- The Initial Concept shall be completed by <date>.

Phase 2: Art Creation

- Upon completion of the Initial Concept, create the final work of art in a medium and size that can be digitally scanned, adjusted for size, magnified, or otherwise enhanced and printed on a to be determined final medium to be installed on a frame attached to the wall at the Installation Site.
- Provide quality control comments to the digital printing company contracted by the HBA to ensure the final output is a true and accurate representation with no degradation of resolution, quality, or appearance of both the Initial Concept and the final work of art.
- The Art Creation shall be completed by <date>.

Fees:

Artist shall be paid on the following schedule:

- Upon contract initiation a deposit of \$3,000 shall be paid.
- Upon completion of Phase 1: Initial Concept a payment shall be made of \$3,000.
- Upon completion Phase 2: Art Creation a payment shall be made of \$9,000.

Fees shall be paid by check.

Attachment B: Conflict of interest policy

- No contract may be entered into by the Hillcrest Business Association if one of its officers, members, directors, committee members, staff members or volunteers has a material financial interest in the contract or transaction, except in the following circumstances:
- The material facts as to the contract or transaction and as to the party's interest are fully disclosed or known to the member, board or committee voting on the matter;
- The contract or transaction is approved by the members, board or committee in good faith, by a vote sufficient without counting the vote of the interested party or parties;
- The interested party or parties abstains from voting on the matter;
- The contract or transaction is just and reasonable to the Hillcrest Business Association at the time it was authorized, approved or ratified;
- The interested party or parties shall not actively participate in the decision about the contract or transaction, except to answer questions or provide a broad explanation;
- The action is recorded in meeting minutes, noting which members voted, how the members voted, and identifying any members who abstained from voting.

A violation of any provision of this policy shall be grounds for removal of the officers, directors, members, committee members, staff members or volunteers from their positions with the HBA. A contract or transaction entered into in violation of this Conflict of Interest Policy shall be void and unenforceable.