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Hillcrest Business Association  
**Board of Directors Meeting**  
Public Meeting ~ August 9, 2016, 5pm  
Joyce Beers Community Center  
1230 Cleveland Ave., San Diego CA 92103

Agenda

- |  |             |            |
|--|-------------|------------|
| 1. Call to order and introductions   | T. Daiber   | 2 minutes  |
| 2. Public comment (2 minutes per speaker) (information)  |             | 8 minutes  |
| 3. President's report (information)  | T. Daiber   | 5 minutes  |
| 4. Executive Director's report (information)   | B. Nicholls | 5. minutes |
| 5. Consent agenda (action)   | M. Brennan  | 5. minutes |
| a. Approval of minutes (June 2016) <sup>1</sup>  |             |            |
| b. Approval of financials (May 2016) <sup>2</sup>  |             |            |
| 6. Approval of new agreement with Hillcrest Lions concerning flag program (action) <sup>3</sup>            | B. Nicholls | 5 minutes  |
| 7. Approval of Executive Director organizational priority list (action)                                    | B. Nicholls | 5 minutes  |
| 8. Approval of change in Board of Directors time (action)  | T. Daiber   | 5 minutes  |
| 9. Approval of agreement to partner with LGBT Community Centern on Nightmare on Normal Street <sup>4</sup> | B. Nicholls | 5 minutes  |

Adjourn

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Attachments:

- |  |   |
|--|---|
| 1. Board minutes July, 2016            | 4. Agreement with LGBT Community Center |
| 2. Board financial documents May, 2016 |   |
| 3. Contract with Hillcrest Lions Club  |   |

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**Notices to the public:**

Parking and access: Parking for the meeting may be found at the HUB parking lot. Disabled persons of any kind are invited to contact the HBA for assistance with accessing and participating in the meeting. Translation services are available upon request. Any special requests must be made via email to [benjamin@hillcrestbia.org](mailto:benjamin@hillcrestbia.org) three business days ahead of the meeting.

Brown Act:

*Government Code 54950* (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. Action may not be taken on items not posted on the agenda.

Public Comment:

The public is welcome and encouraged to participate in this meeting. Public comment is taken (2 minutes maximum per person) on items listed on the agenda when they are called. Public Comment on items not listed on the agenda will be heard at the meeting as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select one or two speakers to represent the opinion of the group. The order of Agenda items is listed for reference and may be taken in any order deemed appropriate by the Board of Directors. The Agenda provides a general description and staff recommendations; however, the Board of Directors may take action other than what is recommended.

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Hillcrest Business Association  
3737 Fifth Ave. #202, San Diego, CA 92103  
p:(619) 299-3330 f: (619) 299-4230



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Ad hoc committees:

- ~~Map ad hoc committee (B. Casey)~~
- ~~Video ad hoc committee (B. Casey)~~
- ~~Bicycle ad hoc committee (C. Kauffman)~~
- ~~Homeless outreach ad hoc committee~~
- EMAD ad-hoc committee (M. Roland)
- ~~Taste of Hillcrest (J. Baro)~~
- ~~Hillcrest Craft Beer Crawl (J. Baro)~~
- Normal Street Greenway (M. Brennan)
- Security (P. Katz)
- ~~Pride Block Party (R. Bedrosian)~~
- Mardi Gras (J. Baro)

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Attachments:

1. Board minutes July, 2016
2. Board financial documents May, 2016
3. Contract with Hillcrest Lions Club
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Hillcrest Business Association  
**Board of Directors Meeting**  
Public Meeting ~ June 14, 2016, 5pm  
Joyce Beers Community Center  
1230 Cleveland Ave., San Diego CA 92103

### Minutes

#### Board in attendance:

Cecelia Moreno, Dalour Younan, Tami Daiber, Paul Smith, Maggie Roland, Alphonso Tsang, Bryan Lovering, Lary Malone, Ryan Bedrosian, Glenn Younger

#### Staff in attendance:

Megan Gamwell, Mary Joseph and Benjamin Nicholls.

#### Public in attendance

Matt Wahlstrom, Teresea McAterre , Mary Josph, Patt Mensie, Monica Munoz, Nick, Nerea Utanson

- T. Daiber called the meeting to order.
- M. Munoz gave an update about the University Ave. Pipeline Project. Curb ramps are the last steps for University Ave.
- M. Munuz gave an update about the Georgia Street Bridge. Approximilty summer of 2017 till the project is done. Rehabilitation and retrofit construction project. July 19<sup>th</sup> event with Council Member Gloria to break ground on the project.
- N. Utanson gave an update from Ron Roberts Office.
- Adjourn to Closed Session for conference with legal counsel: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: Number of claims: one. (action)
- The board adjourned to Open Session and T. McAterre reported that No actions were taken and no actions were suggested. The rest is attorney client privalage.
- T. Daiber removed item eight from the agenda and would like to discusses it at the August Board meeting.
- T. Daiber gave the president report and announced the HBA quarterly open house on 7/28. It will be held at Medical Age Management on Normal Street and we'll be introducing our new security team to HBA members.



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- T. Daiber also announced the formation of an ad-hoc committee to discuss organizational goals and metrics for the Executive Director based on the feedback provided by the board during the review. We still have other ad hoc committees like, Security, Normal Street Greenway, Mardi Gras, Nominating Committee and organizational priorities.
  - B. Nicholls announced that the new security service starts on Monday.
  - B. Nicholls announced that Pride of Hillcrest Block Party is this weekend, This past month HBA representatives presented the Normal Street Greeway ides to SANDAG and the City of San Diego Planning Dept. The plans were well received and that The Flag is at half staff for the Dallas shootings.
  - G. Younger presented the consent agenda.
    - Approval of minutes (June 2016)
    - Approval of financials (May 2016)
    - G. Younger/M.Roland 9/1/0 C.Moreno abstention
  - B. Nicholls updated the board on the idea or reviving Hillcrest Fat Tuesday.
  - T. Daiber asked if it was a budgeted item.
  - G. Younger wants to make a motion for staff to work on a budget and the permit process.
  - T. Dabier suggested an amendment that woud be for staff to only work on the permit.
  - C. Moreno asked if there was a way to hold the event with out street closure and fencing.
    - Motion to approve the HBA staff to work on permit for Hillcrest Fat Tuesday 2017. G. Younger/ R. Bedrosian 10/0/0
  - B. Nicholls expressed enthusaiam for the proposed Uptown Community plan.
    - Motion to send a letter to the City of San Diego that supports the Community Plan Update. G. Younger/T.Daiber 10/0/0
  - M. Wahlstrom asked what the justification of removing the Historic District from the plan was.
  - B. Nicholls updated the board on the upcoming HBA election and proposed a new elecetion committee and process.
  - B. Nicholls announced that he cut off date to be eligible to run is to be a member in good standing as of September 1,2016.
    - Motion to approve the election process as presented and select the nomination committee M.Roland/L.Malone 10/0/0



- M.Walstrom asked if the criteria included other outstanding payments beside just membership dues.
- The meeting adjourned.

# Hillcrest Business Improvement Association, Inc.

## Balance Sheet

As of June 30, 2016

|   | <u>Jun 30, 16</u>        |
|---|--------------------------|
| <b>ASSETS</b>                           |                          |
| <b>Current Assets</b>                   |                          |
| <b>Checking/Savings</b>                 |                          |
| 10035 - Comerica - Checking             | 97,752.05                |
| 10045 - PayPal                          | <u>33,253.90</u>         |
| <b>Total Checking/Savings</b>           | 131,005.95               |
| <b>Accounts Receivable</b>              |                          |
| 12000 - Accounts Receivable             | <u>26,306.50</u>         |
| <b>Total Accounts Receivable</b>        | 26,306.50                |
| <b>Other Current Assets</b>             |                          |
| 10110 - Block Party Prepaid Expense     | 4,759.46                 |
| 10125 - MAD Receivable                  | 17,514.08                |
| 10145 - Farmers Market Receivable       | 16,341.12                |
| 10155 - Prepaid Expense                 | 6,657.20                 |
| 10160 - Prepaid CityFest                | 946.75                   |
| 10175 - Commission for Arts Grant Rcvbl | 22,000.00                |
| 10190 - Tech. Assistance/Acctg. Rcvbl.  | <u>300.00</u>            |
| <b>Total Other Current Assets</b>       | <u>68,518.61</u>         |
| <b>Total Current Assets</b>             | 225,831.06               |
| <b>Fixed Assets</b>                     |                          |
| 10200 - Office Furniture & Equipment    | 21,364.81                |
| 10220 - Accumulated Depreciation        | <u>-16,258.40</u>        |
| <b>Total Fixed Assets</b>               | <u>5,106.41</u>          |
| <b>TOTAL ASSETS</b>                     | <u><u>230,937.47</u></u> |
| <b>LIABILITIES &amp; EQUITY</b>         |                          |
| <b>Liabilities</b>                      |                          |
| <b>Current Liabilities</b>              |                          |
| <b>Accounts Payable</b>                 |                          |
| 20000 - Accounts Payable                | <u>3,961.90</u>          |
| <b>Total Accounts Payable</b>           | 3,961.90                 |
| <b>Other Current Liabilities</b>        |                          |
| 20230 - Sales Tax Payable               | 144.00                   |
| 20235 - City Fest Deferred Revenue      | 32,782.70                |

**Hillcrest Business Improvement Association, Inc.**

**Balance Sheet**

As of June 30, 2016

|                                       | <u>Jun 30, 16</u>        |
|---------------------------------------|--------------------------|
| 20255 - Pride Block Party Deferred    | 12,255.00                |
| 21000 - Payroll Liabilities           |                          |
| Vacation Payable                      | 5,036.62                 |
| Total 21000 - Payroll Liabilities     | <u>5,036.62</u>          |
| Total Other Current Liabilities       | <u>50,218.32</u>         |
| Total Current Liabilities             | <u>54,180.22</u>         |
| Total Liabilities                     | 54,180.22                |
| Equity                                |                          |
| 31100 - Unrestricted Net Assets       | 261,757.65               |
| Net Income                            | -85,000.40               |
| Total Equity                          | <u>176,757.25</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b><u>230,937.47</u></b> |

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2015 through June 2016

|  | TOTAL            |                  |                  |                   |                   |                  |
|--|------------------|------------------|------------------|-------------------|-------------------|------------------|
|  | Jun 16           | Budget           | Variance         | Jul '15 - Jun 16  | Budget            | Variance         |
| <b>Income</b>                          |                  |                  |                  |                   |                   |                  |
| 40015 · CityFest                       | 0.00             | 0.00             | 0.00             | 124,199.17        | 163,919.00        | -39,719.83       |
| 40020 · Farmers Market                 | 18,347.57        | 18,326.00        | 21.57            | 229,233.13        | 220,000.00        | 9,233.13         |
| 40030 · SBEP                           | 0.00             | 2,759.00         | -2,759.00        | 22,492.00         | 27,671.00         | -5,179.00        |
| 40040 · MAD                            | 6,215.75         | 7,516.00         | -1,300.25        | 93,187.84         | 90,183.00         | 3,004.84         |
| 40045 · MAD Reserve                    | 0.00             | 1,798.00         | -1,798.00        | 0.00              | 25,000.00         | -25,000.00       |
| 40050 · BID                            | 6,547.19         | 8,786.00         | -2,238.81        | 101,134.98        | 114,000.00        | -12,865.02       |
| 40070 · Hillcrest Map                  | 0.00             |                  |                  | 7,511.25          | 3,000.00          | 4,511.25         |
| 40080 · Newsletter/Advertising         | 0.00             | 76.00            | -76.00           | 0.00              | 1,000.00          | -1,000.00        |
| 40085 · Technical Assistance/Acctg.    | 0.00             |                  |                  | 5,000.00          |                   |                  |
| 40100 · Nightmare on Normal Street     | 0.00             | 0.00             | 0.00             | 66,282.05         | 0.00              | 66,282.05        |
| 40110 · Taste                          | 0.00             | 0.00             | 0.00             | 40,041.07         | 44,665.00         | -4,623.93        |
| 40115 · Taste 'N Tinis                 | -300.00          | 0.00             | -300.00          | 17,649.85         | 19,847.00         | -2,197.15        |
| 40130 · Bike Advocacy                  | 0.00             |                  |                  | 5,100.00          |                   |                  |
| 40140 · Banner Space                   | 0.00             | 413.00           | -413.00          | 1,500.00          | 5,000.00          | -3,500.00        |
| 40145 · Pride Flag                     | 0.00             |                  |                  | 4,702.96          |                   |                  |
| 40155 · Pride of Hillcrest/Block Party | 0.00             | 0.00             | 0.00             | 93,946.56         | 129,971.00        | -36,024.44       |
| 40175 · Homeless Outreach              | 0.00             |                  |                  | 12,000.00         |                   |                  |
| 40180 · Other Income                   | 3,404.50         | 130.00           | 3,274.50         | 22,286.81         | 1,560.00          | 20,726.81        |
| 40185 · Re-Imagine Normal Street       | 2,955.00         |                  |                  | 5,605.00          |                   |                  |
| <b>Total Income</b>                    | <b>37,170.01</b> | <b>39,804.00</b> | <b>-2,633.99</b> | <b>851,872.67</b> | <b>845,816.00</b> | <b>6,056.67</b>  |
| <b>Expense</b>                         |                  |                  |                  |                   |                   |                  |
| <b>50000 · Personnel</b>               |                  |                  |                  |                   |                   |                  |
| 50005 · Salaries                       | 20,309.67        | 15,364.00        | 4,945.67         | 193,528.40        | 179,500.00        | 14,028.40        |
| 50025 · Employer Taxes - Federal       | 1,458.92         | 1,119.00         | 339.92           | 15,182.09         | 13,254.00         | 1,928.09         |
| 50030 · Employer Taxes - State         | 0.00             | 0.00             | 0.00             | 1,302.00          | 2,985.00          | -1,683.00        |
| 50035 · Health Insurance               | 2,394.48         | 733.00           | 1,661.48         | 15,437.60         | 8,950.00          | 6,487.60         |
| 50040 · Workers Comp Insurance         | 0.00             | 246.00           | -246.00          | 2,000.55          | 3,073.00          | -1,072.45        |
| <b>Total 50000 · Personnel</b>         | <b>24,163.07</b> | <b>17,462.00</b> | <b>6,701.07</b>  | <b>227,450.64</b> | <b>207,762.00</b> | <b>19,688.64</b> |
| <b>50045 · Operating</b>               |                  |                  |                  |                   |                   |                  |
| 50050 · Rent Office Space              | 0.00             | 795.00           | -795.00          | 11,259.87         | 9,639.00          | 1,620.87         |
| 50055 · Storage                        | 0.00             | 300.00           | -300.00          | 4,613.91          | 3,600.00          | 1,013.91         |



Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2015 through June 2016

|  | TOTAL            |                 |                 |                   |                  |                  |
|--|------------------|-----------------|-----------------|-------------------|------------------|------------------|
|  | Jun 16           | Budget          | Variance        | Jul '15 - Jun 16  | Budget           | Variance         |
| 50060 · Accounting                             | 1,843.50         | 1,836.00        | 7.50            | 22,120.20         | 22,100.00        | 20.20            |
| 50065 · Audit                                  | 0.00             | 0.00            | 0.00            | 6,500.00          | 7,375.00         | -875.00          |
| 50070 · Equipment Purchase                     | 0.00             | 225.00          | -225.00         | 4,519.76          | 2,700.00         | 1,819.76         |
| 50075 · Intern/Consultant                      | 870.00           | 413.00          | 457.00          | 9,757.50          | 5,000.00         | 4,757.50         |
| 50080 · Bank & Credit Card Charges             | 12.00            | 50.00           | -38.00          | 387.81            | 600.00           | -212.19          |
| 50085 · Repair/Maintenance/Cleaning            | 307.30           | 175.00          | 132.30          | 4,914.13          | 2,100.00         | 2,814.13         |
| 50090 · Office Supplies                        | 580.20           | 263.00          | 317.20          | 2,513.52          | 3,200.00         | -686.48          |
| 50095 · Postage and Delivery                   | 0.00             | 38.00           | -38.00          | 194.00            | 500.00           | -306.00          |
| 50100 · Printing/Photocopy                     | 291.92           | 163.00          | 128.92          | 3,518.92          | 2,000.00         | 1,518.92         |
| 50110 · Dues/Subscriptions                     | 0.00             | 163.00          | -163.00         | 39.00             | 2,000.00         | -1,961.00        |
| 50115 · Staff Development                      | 0.00             | 201.00          | -201.00         | 1,363.60          | 2,500.00         | -1,136.40        |
| 50120 · Meetings                               | 344.73           | 326.00          | 18.73           | 3,615.75          | 4,000.00         | -384.25          |
| 50125 · Legal                                  | 4,253.10         | 0.00            | 4,253.10        | 23,952.29         | 8,500.00         | 15,452.29        |
| 50130 · Telephone & Internet                   | 1,311.85         | 735.00          | 576.85          | 9,312.05          | 8,842.00         | 470.05           |
| 50135 · Parking/Mileage                        | 231.50           | 200.00          | 31.50           | 2,882.51          | 2,400.00         | 482.51           |
| 50140 · Depreciation                           | 0.00             | 300.00          | -300.00         | 0.00              | 300.00           | -300.00          |
| 50330 · D & O / Liability Insurance            | 1,084.40         | 500.00          | 584.40          | 8,441.15          | 8,000.00         | 441.15           |
| <b>Total 50045 · Operating</b>                 | <b>11,130.50</b> | <b>6,683.00</b> | <b>4,447.50</b> | <b>119,905.97</b> | <b>95,356.00</b> | <b>24,549.97</b> |
| <b>51000 · Neighborhood/Outreach Promotion</b> |                  |                 |                 |                   |                  |                  |
| 51515 · CityFest                               | -500.00          | 0.00            | -500.00         | 99,857.81         | 119,753.00       | -19,895.19       |
| 51525 · Promotion/Marketing/Campaigns          | 7.40             | 2,500.00        | -2,492.60       | 15,772.86         | 30,000.00        | -14,227.14       |
| 51526 · Taste                                  | 0.00             | 0.00            | 0.00            | 6,125.40          | 13,701.00        | -7,575.60        |
| 51527 · Taste 'N Tinis                         | 202.50           | 0.00            | 202.50          | 13,274.61         | 14,351.00        | -1,076.39        |
| 51529 · Promotion/Parking Campaign             | 0.00             | 837.00          | -837.00         | 0.00              | 10,000.00        | -10,000.00       |
| 51530 · Banners                                | 700.00           | 300.00          | 400.00          | 3,780.00          | 3,600.00         | 180.00           |
| 51535 · Web Site Communications                | 151.36           | 100.00          | 51.36           | 2,074.79          | 1,200.00         | 874.79           |
| 51540 · Business Mixers/Open House             | 0.00             | 0.00            | 0.00            | 1,877.19          | 1,400.00         | 477.19           |
| 51545 · Newsletter                             | 0.00             | 0.00            | 0.00            | 2,308.45          | 4,400.00         | -2,091.55        |
| 51555 · Farmer's Market                        | 120.00           | 2,500.00        | -2,380.00       | 13,846.64         | 30,000.00        | -16,153.36       |
| 51556 · Farmer's Market Trolley                | 0.00             |                 |                 | 18,977.50         |                  |                  |
| 51560 · Business Forum/Open House              | 65.83            | 0.00            | 65.83           | 65.83             | 0.00             | 65.83            |
| 51565 · Hillcrest Map                          | 0.00             | 0.00            | 0.00            | 8,000.00          | 5,000.00         | 3,000.00         |

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2015 through June 2016

|  | TOTAL             |                  |                   |                   |                   |                   |
|--|-------------------|------------------|-------------------|-------------------|-------------------|-------------------|
|  | Jun 16            | Budget           | Variance          | Jul '15 - Jun 16  | Budget            | Variance          |
| 51575 · Pride Flag Project                           | 199.80            |                  |                   | 2,697.93          |                   |                   |
| 51800 · Pride of Hillcrest/Block Party               | 98.00             | 0.00             | 98.00             | 86,542.42         | 90,000.00         | -3,457.58         |
| 51810 · Movie Night                                  | 0.00              | 0.00             | 0.00              | 1,596.71          | 0.00              | 1,596.71          |
| 51815 · Re-Imagine Normal Street                     | 5,179.78          |                  |                   | 12,509.29         |                   |                   |
| 51880 · Nightmare on Normal                          | 0.00              | 0.00             | 0.00              | 53,510.57         | 0.00              | 53,510.57         |
| 51885 · Bike Advocacy                                | 0.00              |                  |                   | 25,200.00         |                   |                   |
| 51890 · Contingency                                  | 0.00              |                  |                   | 991.32            |                   |                   |
| <b>Total 51000 · Neighborhood/Outreach Promotion</b> | <b>6,224.67</b>   | <b>6,237.00</b>  | <b>-12.33</b>     | <b>268,703.46</b> | <b>323,405.00</b> | <b>-54,701.54</b> |
| <b>53000 · Physical Improvements</b>                 |                   |                  |                   |                   |                   |                   |
| 53125 · Hillcrest Sign Utilities/Maint.              | 960.79            | 65.00            | 895.79            | 4,022.91          | 800.00            | 3,222.91          |
| 53130 · Security                                     | 3,165.13          | 3,165.00         | 0.13              | 38,121.56         | 38,000.00         | 121.56            |
| 53135 · Street Cleaning                              | 4,717.28          | 3,750.00         | 967.28            | 43,797.28         | 45,000.00         | -1,202.72         |
| 53137 · Pressure Washing                             | 6,043.22          | 1,998.00         | 4,045.22          | 26,988.22         | 24,000.00         | 2,988.22          |
| 53150 · Dumpsters                                    | 756.48            | 351.00           | 405.48            | 5,053.15          | 4,300.00          | 753.15            |
| 53155 · Tree & Flower Maintenance                    | 4,364.00          | 1,826.00         | 2,538.00          | 49,653.00         | 22,000.00         | 27,653.00         |
| 53156 · Tree Trimming Large Trees                    | 0.00              | 665.00           | -665.00           | 4,420.00          | 8,000.00          | -3,580.00         |
| 53159 · EMAD Expansion                               | 0.00              | 0.00             | 0.00              | 270.89            | 10,000.00         | -9,729.11         |
| 53161 · Special Projects                             | -200.00           | 1,409.00         | -1,609.00         | 7,712.00          | 16,908.00         | -9,196.00         |
| 53164 · Homeless Outreach Services                   | 0.00              | 1,413.00         | -1,413.00         | 31,552.71         | 17,000.00         | 14,552.71         |
| 53165 · Contingency                                  | 0.00              | 2,511.00         | -2,511.00         | 7,464.12          | 30,141.00         | -22,676.88        |
| 53166 · Normal Street Greenway Project               | 50.00             |                  |                   | 1,451.30          |                   |                   |
| <b>Total 53000 · Physical Improvements</b>           | <b>19,856.90</b>  | <b>17,153.00</b> | <b>2,703.90</b>   | <b>220,507.14</b> | <b>216,149.00</b> | <b>4,358.14</b>   |
| <b>Total Expense</b>                                 | <b>61,375.14</b>  | <b>47,535.00</b> | <b>13,840.14</b>  | <b>936,873.07</b> | <b>842,672.00</b> | <b>94,201.07</b>  |
|  | <b>-24,205.13</b> | <b>-7,731.00</b> | <b>-16,474.13</b> | <b>-85,000.40</b> | <b>3,144.00</b>   | <b>-88,144.40</b> |

Hillcrest Business Improvement Association, Inc.

**Profit & Loss by Class**

July 2015 through June 2016

|   | 110 GENERAL | 220 SPECIAL EVENTS | 410 BID CONTRACT | 510 MAD   | 610 SBEP  | TOTAL      |
|---|-------------|--------------------|------------------|-----------|-----------|------------|
| <b>Income</b>                                 |             |                    |                  |           |           |            |
| <b>40010 - City Fest Income</b>               |             |                    |                  |           |           |            |
| Booth   | 0.00        | 58,116.92          | 0.00             | 0.00      | 0.00      | 58,116.92  |
| Concessions                                   | 0.00        | 26,082.25          | 0.00             | 0.00      | 0.00      | 26,082.25  |
| <b>Grants</b>                                 |             |                    |                  |           |           |            |
| Commission for Arts & Culture                 | 0.00        | 22,000.00          | 0.00             | 0.00      | 0.00      | 22,000.00  |
| County of San Diego                           | 0.00        | 5,000.00           | 0.00             | 0.00      | 0.00      | 5,000.00   |
| <b>Total Grants</b>                           | 0.00        | 27,000.00          | 0.00             | 0.00      | 0.00      | 27,000.00  |
| Sponsorship                                   | 0.00        | 13,000.00          | 0.00             | 0.00      | 0.00      | 13,000.00  |
| <b>Total 40010 - City Fest Income</b>         | 0.00        | 124,199.17         | 0.00             | 0.00      | 0.00      | 124,199.17 |
| <b>40020 - Farmers Market</b>                 | 220,721.61  | 8,511.52           | 0.00             | 0.00      | 0.00      | 229,233.13 |
| <b>40030 - SBEP</b>                           | 0.00        | 0.00               | 0.00             | 0.00      | 22,492.00 | 22,492.00  |
| <b>40040 - MAD</b>                            | 0.00        | 0.00               | 0.00             | 93,187.84 | 0.00      | 93,187.84  |
| <b>40050 - BID</b>                            | 0.00        | 0.00               | 101,134.98       | 0.00      | 0.00      | 101,134.98 |
| <b>40070 - Hillcrest Map</b>                  | 7,511.25    | 0.00               | 0.00             | 0.00      | 0.00      | 7,511.25   |
| <b>40085 - Technical Assistance/Acctg.</b>    | 0.00        | 0.00               | 0.00             | 0.00      | 5,000.00  | 5,000.00   |
| <b>40100 - Nightmare on Normal Street</b>     | 0.00        | 66,282.05          | 0.00             | 0.00      | 0.00      | 66,282.05  |
| <b>40110 - Taste</b>                          | 0.00        | 40,041.07          | 0.00             | 0.00      | 0.00      | 40,041.07  |
| <b>40115 - Taste 'N Tinis</b>                 | 0.00        | 17,649.85          | 0.00             | 0.00      | 0.00      | 17,649.85  |
| <b>40130 - Bike Advocacy</b>                  | 5,100.00    | 0.00               | 0.00             | 0.00      | 0.00      | 5,100.00   |
| <b>40140 - Banner Space</b>                   | 1,500.00    | 0.00               | 0.00             | 0.00      | 0.00      | 1,500.00   |
| <b>40145 - Pride Flag</b>                     | 4,702.96    | 0.00               | 0.00             | 0.00      | 0.00      | 4,702.96   |
| <b>40155 - Pride of Hillcrest/Block Party</b> | 0.00        | 93,946.56          | 0.00             | 0.00      | 0.00      | 93,946.56  |
| <b>40175 - Homeless Outreach</b>              | 12,000.00   | 0.00               | 0.00             | 0.00      | 0.00      | 12,000.00  |
| <b>40180 - Other Income</b>                   | 22,256.81   | 30.00              | 0.00             | 0.00      | 0.00      | 22,286.81  |
| <b>40185 - Re-Imagine Normal Street</b>       | 2,955.00    | 2,650.00           | 0.00             | 0.00      | 0.00      | 5,605.00   |
| <b>Total Income</b>                           | 276,747.63  | 353,310.22         | 101,134.98       | 93,187.84 | 27,492.00 | 851,872.67 |
| <b>Expense</b>                                |             |                    |                  |           |           |            |
| <b>50000 - Personnel</b>                      |             |                    |                  |           |           |            |
| 50005 - Salaries                              | 91,409.31   | 55,268.28          | 26,241.20        | 0.00      | 20,609.61 | 193,528.40 |
| 50025 - Employer Taxes - Federal              | 7,273.74    | 4,282.23           | 2,022.52         | 0.00      | 1,603.60  | 15,182.09  |
| 50030 - Employer Taxes - State                | 308.11      | 559.89             | 155.21           | 0.00      | 278.79    | 1,302.00   |
| 50035 - Health Insurance                      | 14,240.36   | 1,197.24           | 0.00             | 0.00      | 0.00      | 15,437.60  |
| 50040 - Workers Comp Insurance                | 1,342.73    | 657.82             | 0.00             | 0.00      | 0.00      | 2,000.55   |
| <b>Total 50000 - Personnel</b>                | 114,574.25  | 61,965.46          | 28,418.93        | 0.00      | 22,492.00 | 227,450.64 |
| <b>50045 - Operating</b>                      |             |                    |                  |           |           |            |
| 50050 - Rent Office Space                     | 7,569.17    | 0.00               | 3,690.70         | 0.00      | 0.00      | 11,259.87  |

Hillcrest Business Improvement Association, Inc.

**Profit & Loss by Class**

July 2015 through June 2016

|  | 110 GENERAL      | 220 SPECIAL EVENTS | 410 BID CONTRACT | 510 MAD         | 610 SBEP        | TOTAL             |
|--|------------------|--------------------|------------------|-----------------|-----------------|-------------------|
| 50055 · Storage                                | 4,613.91         | 0.00               | 0.00             | 0.00            | 0.00            | 4,613.91          |
| 50060 · Accounting                             | 17,620.20        | 500.00             | 0.00             | 1,000.00        | 3,000.00        | 22,120.20         |
| 50065 · Audit                                  | 625.00           | 0.00               | 2,500.00         | 3,375.00        | 0.00            | 6,500.00          |
| 50070 · Equipment Purchase                     | 2,519.76         | 0.00               | 0.00             | 0.00            | 2,000.00        | 4,519.76          |
| 50075 · Intern/Consultant                      | 9,757.50         | 0.00               | 0.00             | 0.00            | 0.00            | 9,757.50          |
| 50080 · Bank & Credit Card Charges             | 387.81           | 0.00               | 0.00             | 0.00            | 0.00            | 387.81            |
| 50085 · Repair/Maintenance/Cleaning            | 4,839.65         | 74.48              | 0.00             | 0.00            | 0.00            | 4,914.13          |
| 50090 · Office Supplies                        | 2,513.52         | 0.00               | 0.00             | 0.00            | 0.00            | 2,513.52          |
| 50095 · Postage and Delivery                   | 194.00           | 0.00               | 0.00             | 0.00            | 0.00            | 194.00            |
| 50100 · Printing/Photocopy                     | 3,518.92         | 0.00               | 0.00             | 0.00            | 0.00            | 3,518.92          |
| 50110 · Dues/Subscriptions                     | 39.00            | 0.00               | 0.00             | 0.00            | 0.00            | 39.00             |
| 50115 · Staff Development                      | 1,363.60         | 0.00               | 0.00             | 0.00            | 0.00            | 1,363.60          |
| 50120 · Meetings                               | 3,462.65         | 153.10             | 0.00             | 0.00            | 0.00            | 3,615.75          |
| 50125 · Legal                                  | 23,952.29        | 0.00               | 0.00             | 0.00            | 0.00            | 23,952.29         |
| 50130 · Telephone & Internet                   | 8,326.06         | 210.00             | 775.99           | 0.00            | 0.00            | 9,312.05          |
| 50135 · Parking/Mileage                        | 2,553.58         | 328.93             | 0.00             | 0.00            | 0.00            | 2,882.51          |
| 50330 · D & O / Liability Insurance            | 6,019.30         | 0.00               | 2,421.85         | 0.00            | 0.00            | 8,441.15          |
| <b>Total 50045 · Operating</b>                 | <b>99,875.92</b> | <b>1,266.51</b>    | <b>9,388.54</b>  | <b>4,375.00</b> | <b>5,000.00</b> | <b>119,905.97</b> |
| <b>51000 · Neighborhood/Outreach Promotion</b> |                  |                    |                  |                 |                 |                   |
| 51515 · CityFest                               | 51.95            | 0.00               | 0.00             | 0.00            | 0.00            | 51.95             |
| 51525 · Promotion/Marketing/Campaigns          | 11,994.75        | 594.36             | 3,183.75         | 0.00            | 0.00            | 15,772.86         |
| 51526 · Taste                                  | 253.58           | 5,871.82           | 0.00             | 0.00            | 0.00            | 6,125.40          |
| 51527 · Taste 'N Tinis                         | 0.00             | 13,274.61          | 0.00             | 0.00            | 0.00            | 13,274.61         |
| 51530 · Banners                                | 3,780.00         | 0.00               | 0.00             | 0.00            | 0.00            | 3,780.00          |
| 51535 · Web Site Communications                | 2,064.84         | 9.95               | 0.00             | 0.00            | 0.00            | 2,074.79          |
| 51540 · Business Mixers/Open House             | 645.04           | 693.56             | 538.59           | 0.00            | 0.00            | 1,877.19          |
| 51545 · Newsletter                             | 1,506.79         | 0.00               | 801.66           | 0.00            | 0.00            | 2,308.45          |
| 51555 · Farmer's Market                        | 9,631.64         | 4,215.00           | 0.00             | 0.00            | 0.00            | 13,846.64         |
| 51556 · Farmer's Market Trolley                | 18,207.50        | 770.00             | 0.00             | 0.00            | 0.00            | 18,977.50         |
| 51560 · Business Forum/Open House              | 65.83            | 0.00               | 0.00             | 0.00            | 0.00            | 65.83             |
| 51565 · Hillcrest Map                          | 8,000.00         | 0.00               | 0.00             | 0.00            | 0.00            | 8,000.00          |
| 51575 · Pride Flag Project                     | 2,697.93         | 0.00               | 0.00             | 0.00            | 0.00            | 2,697.93          |
| 51800 · Pride of Hillcrest/Block Party         | 98.00            | 86,444.42          | 0.00             | 0.00            | 0.00            | 86,542.42         |
| 51810 · Movie Night                            | 262.50           | 1,334.21           | 0.00             | 0.00            | 0.00            | 1,596.71          |
| 51815 · Re-Imagine Normal Street               | 1,418.50         | 11,090.79          | 0.00             | 0.00            | 0.00            | 12,509.29         |
| 51880 · Nightmare on Normal                    | 0.00             | 53,510.57          | 0.00             | 0.00            | 0.00            | 53,510.57         |
| 51885 · Bike Advocacy                          | 25,200.00        | 0.00               | 0.00             | 0.00            | 0.00            | 25,200.00         |

Hillcrest Business Improvement Association, Inc.

**Profit & Loss by Class**

July 2015 through June 2016

|  | 110 GENERAL       | 220 SPECIAL EVENTS | 410 BID CONTRACT  | 510 MAD          | 610 SBEP         | TOTAL             |
|--|-------------------|--------------------|-------------------|------------------|------------------|-------------------|
| 51890 · Contingency                                  | 0.00              | 0.00               | 991.32            | 0.00             | 0.00             | 991.32            |
| <b>Total 51000 · Neighborhood/Outreach Promotion</b> | <b>85,878.85</b>  | <b>177,809.29</b>  | <b>5,515.32</b>   | <b>0.00</b>      | <b>0.00</b>      | <b>269,203.46</b> |
| <b>51520 · City Fest</b>                             |                   |                    |                   |                  |                  |                   |
| Advertising  | 0.00              | 6,424.88           | 0.00              | 0.00             | 0.00             | 6,424.88          |
| Ambulance  | 0.00              | 1,500.00           | 0.00              | 0.00             | 0.00             | 1,500.00          |
| BID Crew & Equipment                                 | 0.00              | 5,531.38           | 0.00              | 0.00             | 0.00             | 5,531.38          |
| City Fees (SDPD/Fire)                                | 0.00              | 14,907.20          | 0.00              | 0.00             | 0.00             | 14,907.20         |
| Entertainment  | 0.00              | 11,122.40          | 0.00              | 0.00             | 0.00             | 11,122.40         |
| Equipment Rental                                     | 0.00              | 44,862.94          | 0.00              | 0.00             | 0.00             | 44,862.94         |
| Ice Trailer  | 0.00              | 426.80             | 0.00              | 0.00             | 0.00             | 426.80            |
| Permits  | 0.00              | 270.00             | 0.00              | 0.00             | 0.00             | 270.00            |
| Promotions   | 0.00              | 737.82             | 0.00              | 0.00             | 0.00             | 737.82            |
| Spirits  | 0.00              | 5,505.40           | 0.00              | 0.00             | 0.00             | 5,505.40          |
| Supplies/Printing                                    | 0.00              | 3,219.94           | 0.00              | 0.00             | 0.00             | 3,219.94          |
| Transportation                                       | 0.00              | 935.00             | 0.00              | 0.00             | 0.00             | 935.00            |
| Waste Disposal/Clean-Up                              | 0.00              | 4,362.10           | 0.00              | 0.00             | 0.00             | 4,362.10          |
| <b>Total 51520 · City Fest</b>                       | <b>0.00</b>       | <b>99,805.86</b>   | <b>0.00</b>       | <b>0.00</b>      | <b>0.00</b>      | <b>99,805.86</b>  |
| <b>53000 · Physical Improvements</b>                 |                   |                    |                   |                  |                  |                   |
| 53125 · Hillcrest Sign Utilities/Maint.              | 2,698.01          | 0.00               | 0.00              | 1,324.90         | 0.00             | 4,022.91          |
| 53130 · Security                                     | 0.00              | 0.00               | 0.00              | 38,121.56        | 0.00             | 38,121.56         |
| 53135 · Street Cleaning                              | 3,818.28          | 0.00               | 26,574.40         | 13,404.60        | 0.00             | 43,797.28         |
| 53137 · Pressure Washing                             | 7,796.62          | 0.00               | 4,730.30          | 14,461.30        | 0.00             | 26,988.22         |
| 53150 · Dumpsters                                    | 1,850.62          | 0.00               | 3,202.53          | 0.00             | 0.00             | 5,053.15          |
| 53155 · Tree & Flower Maintenance                    | 19,160.24         | 0.00               | 18,854.28         | 11,638.48        | 0.00             | 49,653.00         |
| 53156 · Tree Trimming Large Trees                    | 0.00              | 0.00               | 0.00              | 4,420.00         | 0.00             | 4,420.00          |
| 53159 · EMAD Expansion                               | 270.89            | 0.00               | 0.00              | 0.00             | 0.00             | 270.89            |
| 53161 · Special Projects                             | 2,270.00          | 0.00               | 0.00              | 5,442.00         | 0.00             | 7,712.00          |
| 53164 · Homeless Outreach Services                   | 31,552.71         | 0.00               | 0.00              | 0.00             | 0.00             | 31,552.71         |
| 53165 · Contingency                                  | 3,013.44          | 0.00               | 4,450.68          | 0.00             | 0.00             | 7,464.12          |
| 53166 · Normal Street Greenway Project               | 1,451.30          | 0.00               | 0.00              | 0.00             | 0.00             | 1,451.30          |
| <b>Total 53000 · Physical Improvements</b>           | <b>73,882.11</b>  | <b>0.00</b>        | <b>57,812.19</b>  | <b>88,812.84</b> | <b>0.00</b>      | <b>220,507.14</b> |
| <b>Total Expense</b>                                 | <b>374,211.13</b> | <b>340,847.12</b>  | <b>101,134.98</b> | <b>93,187.84</b> | <b>27,492.00</b> | <b>936,873.07</b> |
|  | <b>-97,463.50</b> | <b>12,463.10</b>   | <b>0.00</b>       | <b>0.00</b>      | <b>0.00</b>      | <b>-85,000.40</b> |

# Hillcrest Business Improvement Association, Inc.

## A/R Aging Summary

As of June 30, 2016

|                                    | <u>Current</u>  | <u>1 - 30</u>   | <u>31 - 60</u> | <u>61 - 90</u> | <u>&gt; 90</u>   | <u>TOTAL</u>     |
|------------------------------------|-----------------|-----------------|----------------|----------------|------------------|------------------|
| 2016 GO by BIKE Mini-Grant Program | 2,955.00        | 0.00            | 0.00           | 0.00           | 0.00             | 2,955.00         |
| Anheuser-Busch                     | 0.00            | 0.00            | 0.00           | 0.00           | 2,500.00         | 2,500.00         |
| Busalacchi's A Modo Mio            | 0.00            | 0.00            | 0.00           | 0.00           | 1,000.00         | 1,000.00         |
| Dr. Bronners                       | 0.00            | 0.00            | 650.00         | 0.00           | 0.00             | 650.00           |
| Luigi Vera, Buy, Trade & Sell      | 0.00            | 0.00            | 0.00           | 0.00           | 250.00           | 250.00           |
| Phildadelphia Insurance            | 2,127.50        | 1,797.00        | 0.00           | 0.00           | 13,027.00        | 16,951.50        |
| UCSD                               | 0.00            | 0.00            | 0.00           | 0.00           | 2,000.00         | 2,000.00         |
| <b>TOTAL</b>                       | <b>5,082.50</b> | <b>1,797.00</b> | <b>650.00</b>  | <b>0.00</b>    | <b>18,777.00</b> | <b>26,306.50</b> |

## CONTRACTING AGREEMENT

July 12, 2016

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 San Diego, CA 92103 and the Hillcrest Mission Valley Lions Club, a California not for profit corporation (hereinafter referred to as "Hillcrest Lions"), whose address is P.O.Box 3365, San Diego, CA 92163. Collectively these two groups are referred to herein as "The Parties"

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

The HBA is the steward of the Hillcrest Pride Flag Monument at Normal St. and University Ave. on behalf of the Hillcrest community. The Hillcrest Lions is a non-profit service organization that raises money for its charitable causes.

The HBA is seeking a partner to assist in the administration of the Hillcrest Pride Flag Monument and the Lion's sidewalk flag program in Hillcrest.

### Agreement

#### Services to be provided:

The Parties to this agreement shall perform the actions described in Attachment #A.

#### Fees and payments:

The HBA will pay for services described in Attachment #A. In no circumstance will the amount the HBA pays annually exceed \$2,550. Payment will occur on receipt of the annual sponsorship report described in Attachment #A.

#### Terms and termination:

This agreement may be canceled at any time by either party with thirty days written notice.

#### Agreements with third parties

Any and all agreements with third parties relating to this document must be disclosed by both parties. Any agreement entered into by either party must be approved by both parties prior to the signing of the agreement.

#### 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.

Governing law

The construction, interpretation and application of this Agreement shall be governed by the law of the State of California.

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.

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.

The Parties have executed this Agreement on \_\_\_\_\_, at \_\_\_\_\_, California.

Hillcrest Business Association

Hillcrest Lions Club

By: \_\_\_\_\_

By: \_\_\_\_\_

Tami Daiber  
President, HBA  
3737 Fifth Avenue, #202  
San Diego, CA 92103  
(619) 299-3330 Tel.  
(619) 299-4230 Fax.

Attachment A: Scope of Services



Attachment A: Scope of Work

Hillcrest Lions agree to provide the following services:

- Install and remove the flag of the United States on the Hillcrest Pride Flag Pole on Independence Day, Labor Day, Patriots Day, Veterans Day, Presidents Day, Armed Forces Day, Memorial Day (flag to be flown at half staff), and Flag Day.
- Lower the Rainbow Flag to half-staff whenever the President of the United States issues an order directing such and raise it at the appropriate time.
- Provide an annual report of all HBA members that sponsor the flag program in Hillcrest.
- Install a number of flags, not to exceed 35, at locations requested by HBA, equal to the number of HBA member sponsors of the Lions Flag Program.

HBIA agrees to provide the following:

- An annual payment at the start of the calendar year of \$800 for the installation of the US flag on the Hillcrest Pride Flagpole on flag days and the lowering of the Rainbow flag related to presidential proclamations.
- For every HBA member that sponsors a flag in the neighborhood, the HBA will sponsor an additional flag in the neighborhood to a maximum of 35 flags at locations throughout Hillcrest.

## CONTRACTING AGREEMENT

August 9, 2016

The Nightmare on Normal Street event is the property of The Center. By this agreement, HBA obtains a nonexclusive license to co-produce the event.

Nothing in this agreement shall be construed as indication that the HBA or The Center is waiving its right to produce other events at any time and in any location in Hillcrest in the future.

### Agreements with third parties

Any and all agreements with third parties concerning the Nightmare on Normal Street event must be disclosed by both parties. Any agreement entered into by either party concerning the Nightmare on Normal Street must be approved by both parties prior to the signing of any agreement.

### Governing law

The construction, interpretation and application of this Agreement shall be governed by the law of the State of California.

### Conflict of interest

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

### Integration

This agreement supersedes all prior 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.

### Profits

The profits and expenses for the event shall be apportioned in the following way:

The Center and HBA shall equally split net profits or losses from the event. Expenses for the event shall include, but not be limited to, logistics, rentals, equipment, personnel

costs, contractors, consultants, fees, permits, entertainment, advertising, fines, and other elements with the exception of personnel costs from salaried employees.

Equal employment and nondiscriminatory provisions

For the purposes of producing this event, both parties shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, gender identity or expression, medical status, national origin, age, marital status, or physical disability in 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. Both parties shall comply with San Diego 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. Both parties are individually responsible to abide by its contents. Both parties 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. Both parties shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Both parties 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 both parties to determine if compliance is required. Both parties are 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.

The parties have executed this Agreement on \_\_\_\_\_, at \_\_\_\_\_, California.

Hillcrest Business  
Improvement Association

San Diego LGBT Community Center

By:\_\_\_\_\_

By:\_\_\_\_\_

Tami Daiber  
Board President

Address:

Address:

Initial:\_\_\_\_\_/\_\_\_\_\_

3737 Fifth Avenue, #202  
San Diego, CA 92103  
(619) 299-3330 Tel.  
(619) 299-4230 Fax.

Attachment A: Scope of Services  
Attachment B: Conflict of Interest Policy

Attachment A: Scope of Work

The Center agrees to provide the following services concerning the Nightmare on Normal Street:

- Ten promotional social media posts between Oct 01 and October 24th and ten e-news mentions
- Work closely with HBA's Marketing Director to coordinate promotional efforts
- Assign any existing agreements and previously obtained funds relating to sponsorship for the event to the HBA
- Provide HBA names, contacts and phone numbers of past sponsors or new sponsors that approach The Center
- Assign any previously obtained permits or work product related to permit applications to the HBA
- Agree not to sponsor or participate in any other Halloween style events on October 25 through October 31st 2016
- Provide an opportunity for the first right of refusal to partner on the 2017 event

HBA agrees to provide the following:

- Produce the event including:
  - Provide all sponsor relations including soliciting sponsor support and finalizing agreements and details including media partnerships and in-kind donations
  - Provide logistical support for the event leading up to and on the day of the event for all elements such as traffic control security, rental equipment, entertainment, set up, cleaning and breakdown
  - Apply for and obtain all outstanding permits for the event including ABC licensing, City of San Diego Special Event permits, and County of San Diego health permits and provide assistance to government representatives throughout the planning and implementation of the event
  - Provide logistical support leading up to and on the day of the event for all elements such as traffic control security, rental equipment, entertainment, set up, cleaning and breakdown
- Engage Hillcrest entertainment venues to provide donations, joint cover opportunities, and entertainment and promotional support
- Provide marketing for the event
- Develop online promotional campaign including the use of the HBA and Center logo, subject to both HBA and Center approval

- Manage all financial elements of the event and upon completion of the event provide The Center an accurate financial statement for the event
- Manage all accounting and record keeping including: book keeping, budget conformance, receipt and invoice generation, check payment, and developing reports
- Make available access to BIDC special event equipment for the event.

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 Conflict of Interest Policy shall be void and unenforceable.