



Hillcrest Business Association  
 Board of Directors Meeting  
 Public Meeting  
 April 9, 2013, 5pm  
 Joyce Beers Center, 1230 Cleveland Ave., San Diego CA 92103

Agenda

<b>Call to order and introductions</b>	G. Younger	2 minutes
<b>Public comment</b> (1 minute per speaker)		5 minutes
<b>Reports:</b>		
1. President's report	G. Younger	5 minutes
2. Executive Director's report	B. Nicholls	5 minutes
<b>Consent items</b> (action):	G. Younger	5 minutes
1. Approval of minutes (March 2013)		
2. Approval of organizational financials (February 2013)		
<b>Executive Committee items:</b>		
1. SOP #3 Employee Manual (information)	J. Dicola	5 minutes
2. Presentation of HBA FY2014 budget (information)	J. Dicola	5 minutes
3. Presentation of Hillcrest Farmers Market overview (information)	B. Nicholls	5 minutes
<b>Beautification items</b>		
1. Fifth Avenue tree light replacement contractor (action)	C. Moreno	5 minutes
2. Utility Box Wraps (action)	C. Moreno	5 minutes
3. Approval of Lions Club Membership for 40 flag locations in Hillcrest (action)	C. Moreno	5 minutes
4. Authorization to paint legs of Hillcrest Sign (information)	C. Moreno	5 minutes
5. Parklets (information)	C. Moreno	5 minutes
<b>Ad Hoc Flag Committee items</b>		
1. Committee update (information)	J. Hale	5 minutes
<b>Marketing Committee items</b>		
1. Committee update (information)	E. Reynoso	5 minutes
<b>Special Events Committee items</b>		
1. Committee update (information)	J. Hale	5 minutes



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BOARD OF DIRECTORS MEETING MINUTES

Tuesday, March 12, 2013  
Joyce Beers Community Center  
1220 Cleveland Ave., San Diego, CA 92103

**Board members in attendance:** Michael Brennan, Sean Cute, Amy Capano, Jillian DiCola, Johnathan Hale, Cecelia Moreno, Alonzo Ortiz, Nicholas Papantonakis, Eddie Reynoso, Glenn Younger and Dalour Younan

**Board members absent:** Ron Baranov, Pete Katz, and Robert Lane

**Others in attendance:** Blue Montana, Chris Ward and Nancy Younan

**Staff in attendance:** Benjamin Nicholls, Lisa Weir

**Public comment**

- C. Ward from Senator Block's office passed out "Around the Block" and updated the group on the progress of parking opportunities at the DMV site.
- B. Montana from a local group representing the transgender community requested that the transgender flag be raised on the Hillcrest Pride Flag Pole for a transgender recognition event.

**President's report**

- G. Younger stated that he attended the press event for the newly installed bike corrals. He also stated that he, along with other board members and staff, attended the California Mainstreet Association Conference. He briefly summarized the advantages of becoming a Mainstreet. He also stated that he met with Assemblymember Toni Atkins regarding the financing of Business Improvement Districts. He said that the Hillcrest Farmers Market hit a record high for income on Sunday, March 3, 2013.

**Executive Directors report**

- B. Nicholls provided a draft of FY Budget 2013 and asked the group to review it. He also reviewed activities that staff have been working on the last month. He stated that staff has begun working with board members on the Employee Manual, as well as the parking campaign, and a Cal Trans grant for Normal Street improvements.

**Action items**

- G. Younger presented the consent agenda, which included the January and February 2013 Board of Directors' meeting minutes and the December 2012 and January 2013 financials.
  - Motion to approve the January and February 2013 Board of Directors' meeting minutes and the December 2012 and January 2013 financials. J. Hale / D. Younan. 11/0/0. The motion passed unanimously.



- M. Brennan presented information on CicloSDias, a bike event in San Diego.
  - Motion to approve a letter of support for CicloSDias. M. Brennan / S. Cute. 9/0/2. The motion passed. C. Moreno and D. Younan abstained.
- B. Nicholls stated that a Sunday addition to the current Thursday through Saturday Hillcrest Trolley route would alleviate parking problems in the business district and contribute to Hillcrest Farmers Market parking accessibility. He stated that free parking would be promoted at the School Board parking lot and be available as a Trolley stop on the route.
  - Motion to approve the Sunday operation of the Hillcrest Trolley. J. Hale / N. Papantonakis. 11/0/0. The motion passed unanimously.
- G. Younger stated that Jared Svendsen with Sunset parking has agreed to serve on the board of the Uptown Community Parking District (UCPD) as a representative of Hillcrest businesses.
  - Motion to approve J. Svendsen's appointment to the UCPD board. C. Moreno / J. Hale. 9/0/2. The motion passed. E. Reynoso and A. Ortiz abstained.
- J. Hale stated that he has volunteered to take over fundraising for the Hillcrest Pride Flag and presented a memo to the group outlining his fundraising plan. B. Nicholls stated that Make Fab would provide the fabrication of the monument.
  - Motion to approve the Hillcrest Pride Flag fundraising plan and approve the contract with Make Fab. J. Hale / M. Brennan. 11/0/0. The motion passed unanimously.
- M. Brennan presented the contract with Berg Electric for the Hillcrest Light Canopy for \$49,785. A discussion occurred about considering alternative light canopy projects.
  - Motion to approve up to \$5,000 to work on general drawings for a light canopy. M. Brennan / N. Papantonakis. 10/0/1. The motion passed. J. Hale abstained.
- A. Capano stated that Taste of Hillcrest would promote retailers by adding a brew tasting at participating retailers. She said that beer samples would be available throughout the taste tour in retail establishments.
  - Motion to approve the addition of a brew taste at retailers to the Taste of Hillcrest. A. Capano / S. Cute. 11/0/0. The motion passed unanimously.

The meeting adjourned at 6:12 p.m.

**HBIA**  
**Balance Sheet**  
As of February 28, 2013

	<b>Feb 28, 13</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10020 · CHASE - Checking	-4.15
10025 · CA. Bank & Trust	34,445.16
10035 · Comerica - Checking	126,357.09
10040 · CHASE - Money Market	
General	80,640.33
<b>Total 10040 · CHASE - Money Market</b>	<b>80,640.33</b>
<b>Total Checking/Savings</b>	241,438.43
<b>Accounts Receivable</b>	
12000 · Accounts Receivable	40,834.41
<b>Total Accounts Receivable</b>	<b>40,834.41</b>
<b>Other Current Assets</b>	
10115 · SBEP City Services	4,620.00
10120 · BID Receivable	9,655.51
10125 · MAD Receivable	35,378.04
10145 · Farmers Market Receivable	8,593.33
10155 · Prepaid Expense	3,422.57
10160 · Prepaid CityFest	500.00
10165 · Workers Compensation Deposit	842.00
10175 · Commission for Arts Grant Rcvbl	14,959.00
<b>Total Other Current Assets</b>	<b>77,970.45</b>
<b>Total Current Assets</b>	360,243.29
<b>Fixed Assets</b>	
10200 · Office Furniture & Equipment	13,139.00
10220 · Accumulated Depreciation	-12,792.40
<b>Total Fixed Assets</b>	<b>346.60</b>
<b>TOTAL ASSETS</b>	<b>360,589.89</b>

**HBIA**  
**Balance Sheet**  
As of February 28, 2013

**Feb 28, 13**

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Other Current Liabilities**

20225 - SBEP Advance 9,926.44

**21000 - Payroll Liabilities**

FUTA Payable 117.14

Vacation Payable 3,681.33

**Total 21000 - Payroll Liabilities** 3,798.47

**Total Other Current Liabilities** 13,724.91

**Total Current Liabilities** 13,724.91

**Total Liabilities** 13,724.91

**Equity**

31100 - Unrestricted Net Assets 376,719.27

Net Income -29,854.29

**Total Equity** 346,864.98

**TOTAL LIABILITIES & EQUITY** 360,589.89

**HBIA**  
**Profit & Loss Budget vs. Actual**  
 July 2012 through February 2013

				<b>TOTAL</b>		
	<b>Feb 13</b>	<b>Budget</b>	<b>Variance</b>	<b>Jul '12 - Feb 13</b>	<b>Budget</b>	<b>Variance</b>
<b>Income</b>						
40010 - City Fest Income	0.00			144,181.20	130,000.00	1,411.20
40020 - Farmers Market	16,317.50	13,334.00	2,983.50	125,206.92	106,672.00	18,534.92
40030 - SBEP	2,483.91	2,430.00	53.91	12,622.56	11,934.00	688.56
40040 - MAD	7,125.39	7,515.00	-389.61	59,699.45	63,556.00	-3,856.55
40045 - MAD Reserve	0.00	2,146.00	-2,146.00	0.00	17,107.00	-17,107.00
40050 - BID	11,505.75	11,166.00	339.75	82,184.80	81,722.00	462.80
40055 - BID Carry Forward	0.00	2,333.00	-2,333.00	2,869.81	18,664.00	-15,794.19
40070 - Hillcrest Map	0.00			1,350.00	4,300.00	-2,950.00
40080 - Newsletter/Advertising	0.00	85.00	-85.00	0.00	680.00	-680.00
40090 - Mardi Gras	0.00	30,000.00	-30,000.00	4,150.00	78,900.00	-74,750.00
40115 - Taste 'N Tinis	0.00			19,339.67	17,000.00	2,339.67
40120 - Interest	9.26	100.00	-90.74	96.70	800.00	-703.30
40125 - Amazing High Heel Race	2,000.00	0.00	2,000.00	2,000.00	0.00	2,000.00
40135 - Hillcrest Hoedown	0.00			35,829.92	38,700.00	-2,870.08
40140 - Banner Space	5,125.00	667.00	4,458.00	6,225.00	5,336.00	889.00
40145 - Pride Flag	0.00			7,750.00		
40155 - Pride of Hillcrest	0.00			126,783.14		
40180 - Other Income	52.00	167.00	-115.00	1,351.00	1,336.00	15.00
<b>Total Income</b>	<b>44,618.81</b>	<b>69,943.00</b>	<b>-25,324.19</b>	<b>631,640.17</b>	<b>576,707.00</b>	<b>54,933.17</b>
<b>Expense</b>						
<b>50000 - Personnel</b>						
50005 - Salaries	13,461.34	13,490.00	-28.66	108,771.13	102,350.00	6,421.13
50025 - Employer Taxes - Federal	1,064.56	1,587.00	-522.44	8,564.14	12,192.00	-3,627.86
50030 - Employer Taxes - State	359.27	806.00	-446.73	1,210.49	1,612.00	-401.51
50035 - Health Insurance	123.93	788.00	-664.07	5,183.44	6,304.00	-1,120.56
50040 - Workers Comp Insurance	0.00	193.00	-193.00	1,049.43	1,544.00	-494.57
<b>Total 50000 - Personnel</b>	<b>15,009.10</b>	<b>16,864.00</b>	<b>-1,854.90</b>	<b>124,778.63</b>	<b>124,002.00</b>	<b>776.63</b>
<b>50045 - Operating</b>						
50050 - Rent Office Space	723.00	726.00	-3.00	6,507.00	5,808.00	699.00
50055 - Storage	0.00	150.00	-150.00	1,645.00	1,200.00	445.00
50060 - Accounting	1,841.70	1,834.00	7.70	14,707.50	14,672.00	35.50
50065 - Audit	0.00			6,000.00	7,500.00	-1,500.00

**HBIA**  
**Profit & Loss Budget vs. Actual**  
 July 2012 through February 2013

				<b>TOTAL</b>		
	<b>Feb 13</b>	<b>Budget</b>	<b>Variance</b>	<b>Jul '12 - Feb 13</b>	<b>Budget</b>	<b>Variance</b>
50070 - Equipment Purchase	0.00			2,701.08	2,700.00	1.08
50075 - Intern/Consultant	280.00	417.00	-137.00	4,575.00	3,336.00	1,239.00
50080 - Bank & Credit Card Charges	88.09	50.00	38.09	264.89	400.00	-135.11
50085 - Repair and Maintenance	104.10	100.00	4.10	774.10	800.00	-25.90
50090 - Office Supplies	38.25	268.00	-229.75	1,734.53	2,144.00	-409.47
50095 - Postage and Delivery	46.00	42.00	4.00	384.72	336.00	48.72
50100 - Printing/Photocopy	992.76	340.00	652.76	1,482.79	2,720.00	-1,237.21
50120 - Meetings	-125.70	252.00	-377.70	1,931.75	2,016.00	-84.25
50125 - Legal	52.80	167.00	-114.20	464.20	1,336.00	-871.80
50130 - Telephone & Internet	334.84	447.00	-112.16	4,196.68	3,576.00	620.68
50135 - Parking/Mileage	200.00	200.00	0.00	1,600.00	1,600.00	0.00
50140 - Depreciation	0.00	100.00	-100.00	173.30	800.00	-626.70
50330 - D & O / Liability Insurance	0.00	589.00	-589.00	7,823.17	4,912.00	2,911.17
<b>Total 50045 - Operating</b>	<b>4,575.84</b>	<b>5,682.00</b>	<b>-1,106.16</b>	<b>56,965.71</b>	<b>55,856.00</b>	<b>1,109.71</b>
<b>51000 - Neighborhood/Promotion</b>						
51515 - CityFest	630.00			103,071.69	85,000.00	18,071.69
51525 - Promotion/Marketing	2,873.72	2,033.00	840.72	22,440.52	16,264.00	6,176.52
51526 - Taste	656.25	0.00	656.25	656.25	0.00	656.25
51527 - Taste 'N Tinis	795.06			9,449.08	15,000.00	-5,550.92
51530 - Banners	0.00	300.00	-300.00	5,749.95	2,900.00	2,849.95
51535 - Web Site Communications	983.87	67.00	916.87	1,919.72	736.00	1,183.72
51540 - Business Mixers/Open House	0.00	116.00	-116.00	2,393.28	928.00	1,465.28
51545 - Newsletter	0.00	225.00	-225.00	1,267.20	1,800.00	-532.80
51555 - Farmer's Market	4,061.97	1,234.00	2,827.97	17,302.12	9,872.00	7,430.12
51565 - Hillcrest Map	0.00			7,484.50	4,300.00	3,184.50
51570 - Hillcrest Hoedown.	-1,788.00			45,232.74	36,500.00	8,732.74
51575 - Pride Flag Project	0.00			34,530.67		
51800 - Pride of Hillcrest	840.00			105,767.69		
51870 - Mardi Gras	0.00	16,996.00	-16,996.00	6,888.14	48,991.00	-42,102.86
51875 - Mardi Gras Profit Share	0.00	15,000.00	-15,000.00	0.00	15,000.00	-15,000.00
<b>Total 51000 - Neighborhood/Promotion</b>	<b>9,052.87</b>	<b>35,971.00</b>	<b>-26,918.13</b>	<b>261,711.86</b>	<b>237,291.00</b>	<b>24,420.86</b>
<b>53000 - Physical Improvements</b>						
53125 - Hillcrest Sign Utilities/Maint.	56.82	67.00	-10.18	443.69	536.00	-92.31

**HBIA**  
**Profit & Loss Budget vs. Actual**  
 July 2012 through February 2013

				<b>TOTAL</b>		
	<b>Feb 13</b>	<b>Budget</b>	<b>Variance</b>	<b>Jul '12 - Feb 13</b>	<b>Budget</b>	<b>Variance</b>
<b>53130 - Security</b>	3,165.40	3,000.00	165.40	25,323.20	24,000.00	1,323.20
<b>53135 - Street Cleaning</b>	3,908.00	4,167.00	-259.00	30,096.29	33,336.00	-3,239.71
<b>53137 - Pressure Washing</b>	1,999.00	4,305.00	-2,306.00	15,694.00	19,518.00	-3,824.00
<b>53150 - Dumpsters</b>	149.04	301.00	-151.96	2,683.00	2,408.00	275.00
<b>53152 - Flower Baskets (Purchase)</b>	0.00	0.00	0.00	12,896.00	26,000.00	-13,104.00
<b>53155 - Tree Trimming &amp; Maintenance</b>	2,926.00	1,880.00	1,046.00	21,805.00	15,846.00	5,959.00
<b>53160 - Capital Projects</b>	0.00	2,085.00	-2,085.00	0.00	16,680.00	-16,680.00
<b>53161 - Special Projects</b>	0.00	7,100.00	-7,100.00	5,357.39	56,800.00	-51,442.61
<b>53165 - Contingency</b>	0.00	4,314.00	-4,314.00	1,298.00	34,512.00	-33,214.00
<b>Total 53000 - Physical Improvements</b>	<u>12,204.26</u>	<u>27,219.00</u>	<u>-15,014.74</u>	<u>115,596.57</u>	<u>229,636.00</u>	<u>-114,039.43</u>
<b>Total Expense</b>	<u>40,842.07</u>	<u>85,736.00</u>	<u>-44,893.93</u>	<u>661,494.46</u>	<u>646,785.00</u>	<u>14,709.46</u>
	<u><b>3,776.74</b></u>	<u><b>-15,793.00</b></u>	<u><b>19,569.74</b></u>	<u><b>-29,854.29</b></u>	<u><b>-70,078.00</b></u>	<u><b>40,223.71</b></u>



**HBIA**  
**Profit & Loss by Class**  
 July 2012 through February 2013

	110 GENERAL	220 SPECIAL EVENTS	410 BID CONTRACT	510 MAD	610 SBEP	TOTAL
<b>Income</b>						
<b>40010 - City Fest Income</b>						
Beer & Wine	0.00	28,023.90	0.00	0.00	0.00	28,023.90
Booth	0.00	77,087.70	0.00	0.00	0.00	77,087.70
<b>Grants</b>						
Commission for Arts & Culture	0.00	12,459.00	0.00	0.00	0.00	12,459.00
SBEP City Services	0.00	1,435.10	0.00	0.00	0.00	1,435.10
TOT City & County	0.00	10,000.00	0.00	0.00	0.00	10,000.00
<b>Total Grants</b>	<b>0.00</b>	<b>23,894.10</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,894.10</b>
<b>Sponsorship</b>						
ATM	0.00	175.50	0.00	0.00	0.00	175.50
Coors	0.00	7,000.00	0.00	0.00	0.00	7,000.00
Starbucks	0.00	3,000.00	0.00	0.00	0.00	3,000.00
William Grant & Sons	0.00	5,000.00	0.00	0.00	0.00	5,000.00
<b>Total Sponsorship</b>	<b>0.00</b>	<b>15,175.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,175.50</b>
<b>Total 40010 - City Fest Income</b>	<b>0.00</b>	<b>144,181.20</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>144,181.20</b>
<b>40020 - Farmers Market</b>	<b>125,206.92</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>125,206.92</b>
<b>40030 - SBEP</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,622.56</b>	<b>12,622.56</b>
<b>40040 - MAD</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>59,699.45</b>	<b>0.00</b>	<b>59,699.45</b>
<b>40050 - BID</b>	<b>0.00</b>	<b>0.00</b>	<b>82,184.80</b>	<b>0.00</b>	<b>0.00</b>	<b>82,184.80</b>
<b>40055 - BID Carry Forward</b>	<b>0.00</b>	<b>0.00</b>	<b>2,869.81</b>	<b>0.00</b>	<b>0.00</b>	<b>2,869.81</b>
<b>40070 - Hillcrest Map</b>	<b>1,350.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,350.00</b>
<b>40090 - Mardi Gras</b>	<b>0.00</b>	<b>4,150.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,150.00</b>
<b>40115 - Taste 'N Tinis</b>	<b>0.00</b>	<b>19,339.67</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>19,339.67</b>
<b>40120 - Interest</b>	<b>96.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>96.70</b>
<b>40125 - Amazing High Heel Race</b>	<b>0.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000.00</b>
<b>40135 - Hillcrest Hoedown</b>	<b>275.00</b>	<b>35,554.92</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>35,829.92</b>
<b>40140 - Banner Space</b>	<b>6,225.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,225.00</b>
<b>40145 - Pride Flag</b>	<b>7,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,750.00</b>
<b>40155 - Pride of Hillcrest</b>	<b>0.00</b>	<b>126,783.14</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>126,783.14</b>
<b>40180 - Other Income</b>	<b>1,351.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,351.00</b>
<b>Total Income</b>	<b>142,254.62</b>	<b>332,008.93</b>	<b>85,054.61</b>	<b>59,699.45</b>	<b>12,622.56</b>	<b>631,640.17</b>

**HBIA**  
**Profit & Loss by Class**  
**July 2012 through February 2013**

	<b>110 GENERAL</b>	<b>220 SPECIAL EVENTS</b>	<b>410 BID CONTRACT</b>	<b>510 MAD</b>	<b>610 SBEP</b>	<b>TOTAL</b>
<b>Expense</b>						
<b>50000 · Personnel</b>						
50005 · Salaries	47,203.46	26,724.99	23,293.01	0.00	11,549.67	108,771.13
50025 · Employer Taxes - Federal	3,786.53	2,069.64	1,807.77	0.00	900.20	8,564.14
50030 · Employer Taxes - State	512.46	258.70	266.64	0.00	172.69	1,210.49
50035 · Health Insurance	4,453.51	729.93	0.00	0.00	0.00	5,183.44
50040 · Workers Comp Insurance	585.78	0.00	463.65	0.00	0.00	1,049.43
<b>Total 50000 · Personnel</b>	<b>56,541.74</b>	<b>29,783.26</b>	<b>25,831.07</b>	<b>0.00</b>	<b>12,622.56</b>	<b>124,778.63</b>
<b>50045 · Operating</b>						
50050 · Rent Office Space	3,819.00	0.00	2,688.00	0.00	0.00	6,507.00
50055 · Storage	1,645.00	0.00	0.00	0.00	0.00	1,645.00
50060 · Accounting	9,294.80	1,649.74	3,762.96	0.00	0.00	14,707.50
50065 · Audit	0.00	0.00	2,625.00	3,375.00	0.00	6,000.00
50070 · Equipment Purchase	2,701.08	0.00	0.00	0.00	0.00	2,701.08
50075 · Intern/Consultant	4,575.00	0.00	0.00	0.00	0.00	4,575.00
50080 · Bank & Credit Card Charges	261.26	3.63	0.00	0.00	0.00	264.89
50085 · Repair and Maintenance	774.10	0.00	0.00	0.00	0.00	774.10
50090 · Office Supplies	1,433.25	0.00	301.28	0.00	0.00	1,734.53
50095 · Postage and Delivery	384.72	0.00	0.00	0.00	0.00	384.72
50100 · Printing/Photocopy	1,257.59	0.00	225.20	0.00	0.00	1,482.79
50120 · Meetings	1,931.75	0.00	0.00	0.00	0.00	1,931.75
50125 · Legal	464.20	0.00	0.00	0.00	0.00	464.20
50130 · Telephone & Internet	2,874.68	0.00	1,322.00	0.00	0.00	4,196.68
50135 · Parking/Mileage	1,600.00	0.00	0.00	0.00	0.00	1,600.00
50140 · Depreciation	173.30	0.00	0.00	0.00	0.00	173.30
50330 · D & O / Liability Insurance	5,906.97	0.00	1,916.20	0.00	0.00	7,823.17
<b>Total 50045 · Operating</b>	<b>39,096.70</b>	<b>1,653.37</b>	<b>12,840.64</b>	<b>3,375.00</b>	<b>0.00</b>	<b>56,965.71</b>
<b>51000 · Neighborhood/Promotion</b>						
51525 · Promotion/Marketing	5,000.87	8,625.00	8,814.65	0.00	0.00	22,440.52
51526 · Taste	0.00	656.25	0.00	0.00	0.00	656.25
51527 · Taste 'N Tinis	659.77	8,789.31	0.00	0.00	0.00	9,449.08
51530 · Banners	5,749.95	0.00	0.00	0.00	0.00	5,749.95
51535 · Web Site Communications	1,919.72	0.00	0.00	0.00	0.00	1,919.72

**HBIA**  
**Profit & Loss by Class**  
**July 2012 through February 2013**

	<b>110 GENERAL</b>	<b>220 SPECIAL EVENTS</b>	<b>410 BID CONTRACT</b>	<b>510 MAD</b>	<b>610 SBEP</b>	<b>TOTAL</b>
<b>51540 · Business Mixers/Open House</b>	886.52	0.00	1,506.76	0.00	0.00	2,393.28
<b>51545 · Newsletter</b>	0.00	0.00	1,267.20	0.00	0.00	1,267.20
<b>51555 · Farmer's Market</b>	17,302.12	0.00	0.00	0.00	0.00	17,302.12
<b>51565 · Hillcrest Map</b>	7,484.50	0.00	0.00	0.00	0.00	7,484.50
<b>51570 · Hillcrest Hoedown.</b>	0.00	45,232.74	0.00	0.00	0.00	45,232.74
<b>51575 · Pride Flag Project</b>	34,530.67	0.00	0.00	0.00	0.00	34,530.67
<b>51800 · Pride of Hillcrest</b>	0.00	105,767.69	0.00	0.00	0.00	105,767.69
<b>51870 · Mardi Gras</b>	0.00	6,888.14	0.00	0.00	0.00	6,888.14
<b>Total 51000 · Neighborhood/Promotion</b>	<b>73,534.12</b>	<b>175,959.13</b>	<b>11,588.61</b>	<b>0.00</b>	<b>0.00</b>	<b>261,081.86</b>
<b>51520 · City Fest</b>						
Advertising	0.00	6,206.02	0.00	0.00	0.00	6,206.02
Ambulance	0.00	800.00	0.00	0.00	0.00	800.00
BID Crew & Equipment	0.00	3,055.18	0.00	0.00	0.00	3,055.18
City Fees (SDPD/Fire)	0.00	16,027.10	0.00	0.00	0.00	16,027.10
Cleaning Fees	0.00	658.57	0.00	0.00	0.00	658.57
Concessions	0.00	6,156.09	0.00	0.00	0.00	6,156.09
Entertainment	0.00	10,049.00	0.00	0.00	0.00	10,049.00
Equipment Rental	0.00	506.43	0.00	0.00	0.00	506.43
Event Management	0.00	10,545.00	0.00	0.00	0.00	10,545.00
Ice Trailer	0.00	654.50	0.00	0.00	0.00	654.50
Power	0.00	8,035.96	0.00	0.00	0.00	8,035.96
Promotions	0.00	2,360.02	0.00	0.00	0.00	2,360.02
Radios	0.00	285.00	0.00	0.00	0.00	285.00
Rentals	0.00	150.00	0.00	0.00	0.00	150.00
Safety Equipment	0.00	3,591.30	0.00	0.00	0.00	3,591.30
Security	0.00	6,170.17	0.00	0.00	0.00	6,170.17
Shuttle Services	0.00	1,733.22	0.00	0.00	0.00	1,733.22
Sound & Lights	0.00	10,900.00	0.00	0.00	0.00	10,900.00
Staging	0.00	10,868.43	0.00	0.00	0.00	10,868.43
Supplies/Printing	0.00	806.98	0.00	0.00	0.00	806.98
Toilets/Sinks	0.00	3,512.72	0.00	0.00	0.00	3,512.72
<b>Total 51520 · City Fest</b>	<b>0.00</b>	<b>103,071.69</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>103,071.69</b>
<b>53000 · Physical Improvements</b>						
53125 · Hillcrest Sign Utilities/Maint.	0.00	0.00	0.00	443.69	0.00	443.69

**HBIA**  
**Profit & Loss by Class**  
**July 2012 through February 2013**

	<b>110 GENERAL</b>	<b>220 SPECIAL EVENTS</b>	<b>410 BID CONTRACT</b>	<b>510 MAD</b>	<b>610 SBEP</b>	<b>TOTAL</b>
<b>53130 · Security</b>	0.00	0.00	0.00	25,323.20	0.00	25,323.20
<b>53135 · Street Cleaning</b>	5,107.04	0.00	14,924.01	10,065.24	0.00	30,096.29
<b>53137 · Pressure Washing</b>	1,151.36	0.00	7,231.36	7,311.28	0.00	15,694.00
<b>53150 · Dumpsters</b>	324.00	0.00	1,162.80	1,196.20	0.00	2,683.00
<b>53152 · Flower Baskets (Purchase)</b>	10,748.00	0.00	2,148.00	0.00	0.00	12,896.00
<b>53155 · Tree Trimming &amp; Maintenance</b>	492.04	0.00	9,328.12	11,984.84	0.00	21,805.00
<b>53161 · Special Projects</b>	5,357.39	0.00	0.00	0.00	0.00	5,357.39
<b>53165 · Contingency</b>	1,298.00	0.00	0.00	0.00	0.00	1,298.00
<b>Total 53000 · Physical Improvements</b>	<b>24,477.83</b>	<b>0.00</b>	<b>34,794.29</b>	<b>56,324.45</b>	<b>0.00</b>	<b>115,596.57</b>
<b>Total Expense</b>	<b>193,650.39</b>	<b>310,467.45</b>	<b>85,054.61</b>	<b>59,699.45</b>	<b>12,622.56</b>	<b>661,494.46</b>
	<b>-51,395.77</b>	<b>21,541.48</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-29,854.29</b>

## Statement of Operating Procedures:

### 3. Employee Manual

#### 3.1 Introduction

This Employee ~~Policy and Procedures~~ Manual has been prepared to introduce staff to Hillcrest Business Association. It will acquaint all employees with the policies, procedures and benefits that apply to their employment. In the event that any of the prescribed courses of action found in this manual conflict with applicable federal, state or local law, that applicable law will take precedence.

~~These policies and guidelines are presented as the guiding principles under which this corporation and its employees will be expected to operate.~~ The policies, procedures and benefits outlined in the following pages do not, in any way, constitute or create any contract for employment, any term of employment or any guarantee of employment. Both parties retain the right to end the employment relationship at any time and for any reason. The contents should, in no way, be interpreted as a contract between the company and the employee. Employees of Hillcrest Business Association are employees at the will of the employer and nothing herein creates any rights to continued employment - either implied or expressed.

Please read this policy manual carefully and retain it for future reference. This Employee ~~Policy and Procedure m~~ Manual dated <date> supersedes all previous employee handbooks and all administrative memos that may have been issued on subjects covered herein. The policies, guidelines and benefits described in this manual, or any part thereof, may be amended, changed, or retracted at any time and without notice.

#### 3.2 Equal Employment Opportunity Statement

It is the policy of Hillcrest Business Association to be an equal opportunity employer and to recruit, hire, train and promote to all job levels the most qualified applicants without regard to race, color, religion, sex, national origin, age, handicap, sexual orientation, or veteran status.

#### 3.3 Pay Schedule

- Salaried ~~and hourly~~ employees shall be paid on closest work day to the the fifteenth of the month (15th) and the last work day of every month.
- Hourly ~~Employees~~ employees shall be paid twice monthly. For the period from the 11<sup>th</sup> of the month through the 25<sup>th</sup> of the month employees shall submit their timesheets on the 26<sup>th</sup> of the month for payment on the last work day of the month. For the period from the 25<sup>th</sup> of the month through the 10<sup>th</sup> of the following month employees shall submit their timesheets on the 11<sup>th</sup> for payment on the fifteenth (15th). Time sheets must be submitted the Hillcrest Business Association timesheet to the Executive Director for approval 48 hours before the pay date.
- Once approved the timesheet shall be forwarded to the Bookkeeper for payment.

#### 3.4 Insurance Benefits

Hillcrest Business Association ~~currently~~ provides health insurance ~~subject to the employee being able to satisfactorily meet the underwriting standards of the respective insurance carriers chosen by the leadership of the corporation.~~

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Full-time employees will become eligible to participate in the health insurance programs provided on the first day of the month after ~~thirty-ninety~~ days of continuous employment with the Company.

~~All employee insurance benefits are subject to change or withdrawal at any time.~~

### 3.5 Retirement Benefits

Hillcrest Business Association offers no retirement benefits at this time.

### 3.6 Paid Time Off

#### A. General Policy

The supervisory employees at Hillcrest Business Association will make every effort to grant paid time-off to employees based on their requests. However, adequate staffing levels must be maintained and employees need to cooperate in scheduling vacations. Seniority will prevail if conflicts arise on dates chosen, provided proper notice of the requested leave has been given.

~~Paid Time-Off ("PTO") recognizes the changes in work, family and social forces that are a part of the everyday life of today's workforce. PTO is a means of recognition and reward for the hard work our employees contribute to the organization. It is intended to give employees the opportunity to get away from the problems and pressures of the workplace, so they can return to the job refreshed and ready to meet new challenges. PTO benefits employees by giving them greater flexibility for taking time off, given the diverse needs of all employees.~~

#### B. Eligibility

To qualify for PTO, an individual must be a regular full-time employee. PTO will continue be available as long as the employee remains on a company paid status throughout any given month of employment. Company-paid status means the employee is receiving compensation from the Company as regular pay for hours worked, PTO pay, holiday pay, jury duty pay (for civil leave) or bereavement pay (for funeral leave). However, employees using PTO to supplement other income, such as workers compensation, disability, or other compensation for the purpose of maintaining full pay, will accrue PTO on a pro-rated basis.

#### C. Provisions

Eligible full-time employees will accrue PTO from date of hire as follows:

1. First (1) day of employment to ~~third-fourth (34)~~ anniversary – ~~Two weeks of PTO (80) hours accrued evenly per pay period - 4.67 hours per pay period {equivalent of one hundred and twelve (112) hours per year}.~~
2. ~~Third-Fourth (43)~~ anniversary to ~~seventh-tenth (107)~~ anniversary – ~~Three weeks of PTO (120) hours accrued evenly per pay period 6.67 hours per pay period {equivalent of approximately one hundred and sixty (160) hours per year}.~~
3. ~~Seventh (7) anniversary to fifteenth (15) anniversary~~ – ~~7.67 hours per pay period {equivalent of approximately one hundred and eighty four (184) hours per year}.~~
4. ~~Thereafter until retirement~~ – ~~8.33 hours per pay period {equivalent of approximately two hundred (200) hours per year}.~~ Unapproved

Since PTO can be used for almost any reason, employees have greater flexibility and control in using and managing their time off. PTO shall be approved at the sole discretion of the ~~Company. Operational requirements, as determined by the supervisor, will govern the scheduling of PTO~~ Executive Director. In the event that there is a conflict between employees for PTO, such that all employees' PTO requests cannot be approved, the Executive Director will decide. Thereafter, employees will choose PTO based on length of service with the Company.  
———Unapproved

The company reserves the right to decide PTO schedules, to rearrange PTO schedules at any time, to block out any period within the year, and to shut down completely all or part of the Company and require the use of PTO, as circumstances may prescribe. ~~Earned PTO may be used to cover work an employee misses because of illness or injury for which the employee is not entitled to some kind of "time loss" benefits paid by the Company.~~ Earned PTO may also be used while an employee is on what would otherwise be an unpaid leave, such as family/medical leave or parental leave in excess of any paid family/parental leave mandated by the State of California or The Federal Government. PTO hours are accrued from anniversary date to anniversary date. Employees may accrue up to two hundred (~~200~~120) hours of PTO within the space of a year, and no further PTO will accrue until the employee takes sufficient PTO for the PTO balance to fall below the ~~200-120~~ hours allowed maximum. —Unapproved

Employees are required to take their PTO hours away from work. There will be no pay in lieu of PTO not taken. ~~PTO will be paid at the employee's straight time pay rate or regular salary for exempt employees and will be paid on the next regular pay date unless requested from the Payroll Department at least two (2) weeks in advance.~~ When a paid holiday falls within an employee's scheduled PTO, the holiday will not be deducted from the PTO balance. Employees who terminate for reasons other than temporary layoff will receive cash payment for accrued PTO as ordinary income, subject to normal deductions, computed through each full pay period of employment. PTO will not be considered to extend the employees' termination date beyond the last day actually worked and employees will not receive pay for any holiday occurring thereafter. In the event of an employee's death, the employee's estate will be paid for PTO accrued to date. Each employee must monitor the accrued PTO balance that appears on their paycheck stub and report any discrepancies to the Executive Director within two (2) weeks of the check date.  
———Unapproved

Paid time-off requests must be made in writing as far in advance of the expected leave date as possible and with at least one (1) month's advance notice if the request is for five (5) or more days. —Unapproved

All paid leave days must be used before unpaid days will be granted. —Unapproved

### 3.7 Personal/sick days

Personal/sick days are accrued at 1 day for every month worked for a maximum of twelve (12) days per calendar year. Personal days are allowed to be used for medical purposes which will be used to replace time lost to illness or personal needs. If an employee incurs a medical disability, which results in the inability to perform their work, the Hillcrest Business Association reserves

the right to terminate that employee. An employee who receives Workers' Compensation or SDI benefits shall not be entitled to sick leave benefits from the date that Workers' Compensation/SDI benefits become effective. Personal/sick days cannot be carried over from year to year ~~without permission from your supervisor prior to the expiration of the year.~~

If an employee is absent due to an illness or medical condition for a period longer than five (5) days, the employee is required to present a physician's release stating that the employee may return to work with our any restrictions from the illness. The supervisor or his/her designee must accept this release before the employee may return to work.

The Hillcrest Business Association reserves the discretionary right to require a physician's release or medical report regardless of the length of absence.

Illness and emergencies are examples of acceptable reasons for impromptu use of PTO. Errands, medical appointments, and car repairs are examples of acceptable reasons for partial use of personal days. Extended weekends, extended vacations and days off are examples of acceptable uses for pre-approved personal days.

It is the responsibility of the employee to notify their supervisor or his/her designee on the first work-day of his medical absence. The employee shall report his status on a periodic basis in the event of a protracted illness. Failure to report may result in discipline including discharge.

~~Implemented by Executive Director on 1/5/2009~~

### 3.8 Holidays ~~Implemented by Board 12/10/08~~

The following are recognized annual holidays for Hillcrest Business Association:

- New Years Day January 1
- Martin Luther King Jr. Day third Monday in January
- Washington's Birthday February 22
- Cesar Chavez Day March 31
- Memorial Day last Monday in May
- Independence Day July 4
- Labor Day first Monday in September
- Veterans Day November 11
- Thanksgiving Day fourth Thursday in November
- Christmas Day December 25

~~Two Personal, Ethnic, or Religious Holidays.~~

~~When selecting one of the additional optional holidays, a written notice of intent to take a specific additional optional holiday must be filed with the employee's supervisor. Failure to do so could prevent the employee from being able to take off the identified additional optional holiday with pay. Unapproved~~

Whenever a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. Whenever a holiday falls on a Sunday, the following Monday will be observed as a holiday. Only regular full-time employees or part-time employees (working more than 20 hours per



week) shall be paid for holidays. ~~Unapproved~~

In order for the employee to receive payment for a holiday, he/she must work the last regularly schedule work day before and the first regularly scheduled work day after the holiday or be on approved absence with pay. When an employee is required to work on one of the recognized holidays, he/she shall receive equivalent time off as soon thereafter as possible. ~~Unapproved~~

### ~~3.9 Civil Leave ——— Unapproved~~

~~Hillcrest Business Association will grant civil leave with pay when an employee is summoned to report for jury duty in any federal, or state or municipal court, or when an employee is subpoenaed to testify as a witness concerning matters arising out of his/her professional job responsibilities, or when an employee serving in the National Guard or Reserves is called to active duty or when an employee serving in the National Guard or Reserves participates in annual training exercises, provided such exercises do not exceed ten (1410) business days in one calendar year. The employee will be paid his/her regular rate of pay for civil leave provided that any payment received from the court, the military, the state, or the United States government, and verification of time involved, are submitted to and assigned to Hillcrest Business Association. Reimbursement is only required for base pay received for military duty. ———~~

### 3.10 ~~Funeral Bereavement~~ Leave ~~Unapproved~~

~~Bereavement Funeral~~ leave of up to three days shall be granted with pay in the event of a death in the most immediate family. Most immediate family members are defined as: parents, stepparents, spouse, siblings, children, stepchildren, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, aunts or uncles. ~~Bereavement Funeral~~ leave shall be over and above any other paid time-off for which the employee is eligible. Only regular full-time employees are eligible for ~~bereavement funeral~~ leave.

### 3.11 Leave of Absence without Pay ~~Unapproved~~

The Executive Director may grant leave of absence without pay to employees when it is in the best interest of Hillcrest Business Association. Employees shall be required to use all earned annual leave prior to being granted leave without pay. An employee, absent on leave without pay, does not accumulate annual leave days during the month of absence. In no case shall leave of absence extend beyond ~~90~~ 30 days. Each incidence shall be evaluated on an individual basis. The best interest of Hillcrest Business Association and the fulfillment of its mission shall be considered when approving or denying a request for leave of absence without pay.

### 3.12 Maternity Leave ~~Unapproved~~

Maternity leave may be granted for absence from duty to commence on the date specified by the attending physician. Each pregnant employee ~~or employee whose partner is pregnant,~~ will be allowed 40 days of guaranteed maternity leave with pay above and beyond accumulated paid time-off provided that the employee returns to work after completion of the approved leave period and the employee has been continuously employed by Hillcrest Business Association for six months or more. Time loss due to maternity will be charged first to the designated maternity leave, then to paid leave, if any, and last to leave without pay. An employee on maternity leave will continue to accrue paid leave until all earned leave has been exhausted. An employee whose maternity leave is being charged to leave without pay will not accrue paid leave during the leave

time without pay. Termination of maternity leave is contingent upon presentation of a medical release from the attending physician stating that the employee is physically able to return to work on a full-time basis or if 90 days have passed - whichever occurs first. If the employee does not return to work upon expiration of maternity leave or certification by the attending physician that he or she is capable of work, employment shall be deemed to have terminated without notice. Employees who return from maternity leave will be considered for their original job or other positions at similar levels of responsibility and compensation. Only regular full-time employees are eligible for maternity leave.

3.13 Absence without Paid Time Off ~~Unapproved~~

An absence of any employee from duty, including any absence from a single day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of disciplinary action, an employee who absences himself for three (3) consecutive work days without leave is cause for disciplinary action.

3.13 Paternal Leave

Paid paternal leave is granted for the birth or adoption of a child. Regular full-time employees are eligible for two weeks of paid parental leave per child after six months of employment with Hillcrest Business Association. Regular part-time employees are eligible for two weeks at their part-time rate after six months of employment.

3.14 Inclement Weather ~~Unapproved~~

If, because of potentially dangerous weather conditions, any employee feels that attempting travel to the office would place their life, health or property in serious risk, the affected employee may stay away from the office so long as they believe the inclement weather prohibits them from safely reaching the office. When an employee feels that they are forced to miss work due to weather conditions, that employee must decide whether the hours and/or days missed will be charged to their remaining paid leave (if any) or to time off without pay (during the pay period in which the absence occurred). Any employee who decides to miss work because of real or perceived severe weather conditions on a day when Hillcrest Business Association office is scheduled to be open, must notify his/her supervisor by telephone as soon as possible on the date of such absence.

If, because of potentially dangerous weather conditions, perceived or real, any employee feels that he/she must leave work to return home, the affected employee must notify his/her supervisor in a timely manner. When an employee feels that they are forced to leave work due to weather conditions, that employee must decide whether the hours and/or days missed will be charged to their remaining paid time-off or to time off without pay (during the pay period in which the leave occurred).

3.15 Garnishments ~~Unapproved~~

The HBA will follow the laws prescribed by the state of California and other appropriate authorizes in this matter.

### 3.16 Discipline ~~Unapproved~~

As an employee, you are expected to maintain performance standards and comply with the policies, rules and directions of the organization. Failure to meet the expected performance standards or to comply with any company rules, policies, or guidelines may result in disciplinary action, which may take the form of verbal counseling sessions, written letters of warning, probation, suspension or termination. The discipline used will depend upon the seriousness of the offense, whether violations of other rules are involved, and the particular circumstances of the event. Disciplinary actions may be appealed to the ~~Board of Directors~~Compliance Officer whose decision shall be the final arbiter of on behalf of the company.

### 3.17 Resignations ~~Unapproved~~

All employees of Hillcrest Business Association are expected to give at least two weeks of notice when advising of a resignation. Notice should be in writing and presented to the employee's immediate supervisor.

Failure to give the required notice may result in forfeiture of benefits and ineligibility for re-employment.

If an employee is absent from work three consecutive days without notifying his/her supervisor about the reason for the absence, the employee will be considered as having abandoned his/her job.

### 3.18 Performance Evaluation ~~Implemented by Executive Director on 1/5/2009~~

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's initial period in any new position. This period, known as the probationary period, calls the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of a new position. Additional formal performance reviews are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations are to be scheduled for after an initial 90 days of employment and then approximately every 12 months, coinciding generally with the anniversary of the employee's original date of hire. All formal reviews shall be documented on the Hillcrest Business Association Performance Evaluation form attached.

### 3.19 Behavior of Employees

All employees are expected to conduct themselves in a manner that is conducive to the efficient and professional operation of Hillcrest Business Association. Such conduct includes:

- Reporting to work punctually as scheduled and being at the proper work area, ready for work at the assigned starting time.
- Notifying the employee's supervisor in advance when you will be absent from work or unable to report to work on time.
- Complying with all Hillcrest Business Association safety regulations as posted in the employee lunchroom or contained in these policies.
- Smoking only at times and in places not prohibited by building or business management, Hillcrest Business Association or local laws.

- Wearing clothing appropriate for the workplace.
- Maintaining reasonable work place and work area cleanliness and orderliness.
- Treating all visitors and fellow employees in a courteous and respectful manner.
- Refraining from behavior or conduct deemed offensive or undesirable, or which is subject to disciplinary action.
- Performing assigned tasks efficiently and in accordance with established quality standards and time constraints.
- Reporting to the Executive Director any suspicious, unethical, or illegal conduct on Hillcrest Business Association property by fellow employees, visitors, or suppliers.
- Adhering to all the items and requirements listed in this Employee Policy and Procedures Manual.

• Abiding by the rules set and interpreted by one's direct supervisor. \_\_\_\_\_

B. The following conduct is prohibited and may result in termination:

- Reporting to work under the influence of alcohol and/or illegal drugs and narcotics.
- The use, sale, dispersion or possession of illegal drugs or narcotics on Hillcrest Business Association property.
- Possession of firearms or other weapons on Hillcrest Business Association property.
- Insubordination concerning a job-related matter.
- Fighting with or assaulting a fellow employee or visitor.
- Inappropriate use of computer equipment and Internet access for activities not related to Hillcrest Business Association related business.
- Theft, destruction or misuse of Hillcrest Business Association property or another employee's property.
- Gambling ~~on in~~ Hillcrest Business Association ~~property~~ offices.
- Smoking in Hillcrest Business Association offices.
- Sleeping on the job.
- Improper attire or inappropriate personal appearance.
- Engaging in any form of harassment.
- Violating Hillcrest Business Association policies on solicitation.
- Failing to adhere to any items, requirements or actions listed in the Employee Policy and Procedures Manual.

The examples in Section B above are illustrative of the type of behavior that will not be permitted, however this list is not intended to be all-inclusive. If you have any questions regarding this policy, they should be directed to the Executive Director.

### 3.20 Eating of Foodstuffs

Beverages and foodstuffs may be consumed at an employee's workstation. ~~However, any repair or replacement of any equipment or office furnishings, or other damages that may become necessary due to spilled beverages or foodstuffs, will become a financial the responsibility of the employee that occupies the office where the damage occurred.~~ Staff will make every effort cause damage or unhealthy conditions as a result of consuming at work stations.

### 3.21 Confidentiality

All employees are charged with safeguarding the content of known conversations, thoughts, correspondences, drawings, plans or strategies which are shared in confidence with the

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corporation, an employee of Hillcrest Business Association or an officer of the corporation. No distribution, reporting or copying of such information is to occur, so long as that information is considered privileged, proprietary, fiduciary or in any other way not for public consumption by the originator of the communication and/or the leadership of Hillcrest Business Association. Such prohibitions do not apply when communicating with other full-time employees in good standing of Hillcrest Business Association who have a legitimate need to know. Violations of the above confidentiality policy can result in immediate [disciplinary action including possible termination](#).

### 3.22 Accidents and Injury

All employees should perform their work in a safe manner to minimize hazards to themselves, others and property. Any unsafe condition observed should be reported to the Executive Director ~~or~~ immediately [in writing](#). Employees are also required to report to the Executive Director any injury that occurs on Hillcrest Business Association property [in writing](#), regardless of how serious it is or how it might have been sustained. If an employee is ill or injured while on the job, notify the Executive Director immediately so that arrangements can be made for a release or to provide required medical treatment. Failure to report any injury or illness may jeopardize eligibility for Workers' Compensation benefits.

### 3.23 Personal Property

Hillcrest Business Association does not assume responsibility for the loss, theft or damage of personal belongings. Employees are advised to not carry unnecessary amounts of cash or other valuables with them when at work. Please be advised that when circumstances warrant, any personal property on the premises and at/on the workstation (including software and emails) is subject to search.

### 3.24 Security

You are responsible for using reasonable care to protect the building, equipment, records, files, fixtures and supplies of Hillcrest Business Association. If you have reason to believe that the security and safety of employees or visitors is in jeopardy, you are expected to report this to the Executive Director, or the local public safety officials (as the particular situation dictates) immediately.

Employees are not to give, share or loan keys or entrance codes which provide access to the office, the building, any filing cabinets, any equipment or any desk to an individual not a full-time employee of Hillcrest Business Association. All reasonable efforts must be made by all employees to prevent all such keys and entrance codes from falling into the possession of non-employees.

### 3.25 Traditional Hours of Work

The established workweek for all regular full-time employees shall be not less than 40 hours. General office hours are from 9:00 a.m. through 5:00 p.m., Monday through Friday of each week. However, the Executive Director may designate, from time to time, that the office be open earlier or later and appropriate staff assigned to operate, as he/she deems necessary. A lunch break not to exceed one (1) hour shall be allowed for each employee typically between the hours of 11:00 a.m. and 2:00 p.m.

### ~~3.26 Attendance~~

~~All employees are expected to be engaged in activities that directly relate to the business of Hillcrest Business Association during the established eight (8) hour work period each day. No allowance will be given for attendance at meetings, conferences, presentations, seminars, receptions, etc. where attendance by an employee is not directly related to the performance of his/her position. Personal errands or personal business must be attended to only before 8:00 a.m., after 5:00 p.m. or during the designated lunch hour on regular workdays. Leave shall be authorized in units of days for full-time non-hourly employees and in hours only for part-time or hourly employees.~~

### 3.27 Expense Reimbursements

- All requests for expense reimbursement from employees must be on Hillcrest Business Association Reimbursement Form with all accompanying receipts attached and signed by the Executive Director.
- Once approved by the Executive Director the Reimbursement form shall be forwarded to the Bookkeeper for payment as an account payable.
- Reimbursements shall always be paid by check and never from any funds kept in the office.

### 3.28 Incoming Telephone Calls

When fielding an incoming call for another staff member who is not in the office or is unavailable a written message may be taken. The minimal amount of information to be included on the written telephone message form shall be: the name of the staff member requested, the name of the caller, the company or organization represented by the caller, the time and date of the call, the purpose of the call, and the call back number.

### 3.29 Appearance Requirements

All regular full-time employees are expected to present themselves in a professional manner while in the office during normal business hours, while representing Hillcrest Business Association outside of the office, or while performing duties and responsibilities (visible to any part of the general public) related to the employee's position.

Shorts, culottes, spandex, coveralls, jumpsuits, tank tops, low cut or sleeveless blouses, sweats, or other "casual streetwear" are never appropriate for full-time regular employees in the office environment during the hours of a normal business day while performing responsibilities on behalf of Hillcrest Business Association.

Footwear shall be appropriate and customary for the required business/professional attire chosen by the employee.

Any jewelry worn must be minimal, understated, and appropriate for the required business/professional attire chosen by the employee.

Hair, beards and mustaches must be neat, clean and well maintained.

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### 3.30 Long Distance Telephone Calls

Unless approved by the Executive Director no personal long-distance telephone calls may be charged to Hillcrest Business Association telephone or fax numbers.

### 3.31 Use of Office Supplies and Equipment

Postage, copier, fax machine, printed envelopes and letterheads are to be used for Hillcrest Business Association business only. No reimbursement for personal usage is allowed.

### 3.32 Staff Meetings

All regular full-time staff are expected to attend and be on time for all scheduled staff meetings.

### 3.33 Foreign Software

Only computer software purchased new from a licensed distributor chosen by Hillcrest Business Association may be used or loaded onto computers owned by Hillcrest Business Association. Likewise, no software owned by Hillcrest Business Association may be used or loaded on any other computer not owned by Hillcrest Business Association. Sharing, loaning or using Hillcrest Business Association computer disks for any purpose outside of the offices of Hillcrest Business Association is prohibited under all circumstances.

### 3.34 Solicitation by Employees

Employees are not allowed to sell (or allowed to let friends or family members sell) items, goods, sponsorships or services to other employees at the office. All fundraising efforts not related to Hillcrest Business Association involving an employee or a relative or friend of an employee are prohibited in the offices of Hillcrest Business Association during the normal business day.

### 3.35 Attendance at Special Events

All employees are expected to make themselves available for set-up, implementation and clean up before, during and after any special event or activity sponsored or coordinated by Hillcrest Business Association. All employees are expected to make themselves available at times and dates determined by the staff member in charge of the special event or activity in order to properly staff or execute the event. No request for leave will be granted for periods which include the day of or the day before a scheduled special event or festival.

### 3.36 Sexual Harassment

Hillcrest Business Association prohibits sexual harassment of its employees in any form. Employees must not engage in such prohibited conduct and where such conduct is found to exist, discipline will result.

Hillcrest Business Association's policy on sexual harassment prohibits any personnel from making unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature ~~where one or more of the following are present:~~

~~The conduct becomes a condition of an employee's employment, advancement or continued employment; or~~

~~Submission to or rejection of such conduct is a basis for employment decisions affecting the~~

employee; or

~~The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.~~

~~This policy applies to all employees of Hillcrest Business Association suppliers and vendors.~~

~~Any employee who is aware of any incident of sexual harassment should report the act immediately to his/her supervisor or to either the Executive Director or the Chairman.~~

~~All complaints will be investigated immediately and as confidentially as is practicable. On completion of the investigation, the appropriate parties will be notified of the findings and any action taken. An employee who has been found to have sexually harassed another employee will be subject to appropriate corrective action, up to and including termination.~~

~~Hillcrest Business Association will not tolerate retaliation for reporting instances of sexual harassment and will take strong corrective actions if such retaliation should occur.~~

~~Hillcrest Business Association recognizes that not all conduct of a sexual nature in the workplace constitutes sexual harassment or is proscribed by Title VII of the Civil Rights Act of 1964. Only unwelcome conduct rises to the level of sexual harassment. Determining whether conduct is unwelcome is not always easy and requires the evaluation of all of the circumstances. The Equal Employment Opportunity Commission's Guidance on Sexual Harassment recognizes this difficulty and strongly suggests that an employee is well advised to state that the conduct is unwelcome and protest the conduct directly to the person(s) engaging in the conduct.~~

~~Such a protest, however, is not a necessary element of the claim of sexual harassment or of using the complaint procedure. The complaint procedure is intended to prevent conduct from becoming sexual harassment and to remedy conduct, which constitutes sexual harassment.~~

~~In the final analysis, Hillcrest Business Association expects each employee to treat every other employee as an adult and with dignity and respect.—~~

~~Hillcrest Business Association also recognizes that certain types of existing or prior personal social relationships among its employees may unreasonably become, under certain circumstances, a motivating factor in the determination about employment, evaluation or compensation. Hillcrest Business Association believes that such relationships should not unreasonably motivate determinations in these situations and therefore Hillcrest Business Association will prohibit the participation of any employee in any decision relating to the employment, evaluation or compensation of any employee with whom the employee has or had a personal social relationship which does or may tend to be an unreasonably determining factor regarding employment evaluation or compensation decisions. The question of whether a personal social relationship unreasonably affects employment evaluation or compensation decisions is not easy and requires a factual determination based upon all of the circumstances of each individual situation.~~

~~Any employee who is aware of any instance of such personal social relationships unreasonably motivating a recommendation or determination should report the alleged act immediately to the Executive Director or President.~~

~~Hillcrest Business Association also recognizes that false accusations of sexual harassment or favoritism may have a serious effect on innocent men and women. We trust that all employees of Hillcrest Business Association will continue to act responsibly and maintain a pleasant working environment, free of unlawful discrimination or of favoritism, allowing each employee to perform to that employee's maximum potential.~~

~~For purposes of this section on sexual harassment, the following definitions shall be used.~~



~~Harassment: Repeated, unwanted or unwelcome verbalisms or behaviors of a sexist, racist or ageist nature or with overtones related to a protected characteristic, e.g., sex, race, ethnicity, religion, age, disability or military status.~~

~~Hostile Environment: Conduct that has the purpose or effect of unreasonably interfering with a person's job performance or creates an intimidating or offensive work environment.~~

~~Unwelcome Sexual Advances: Conduct that the employee did not solicit or incite and that the employee regards as undesirable or offensive.~~

~~Failure to follow the specified policies and procedures regarding the prevention of sexual harassment in this manual may result in disciplinary action ranging in severity from a reprimand to termination. Consistent violation of these policies and procedures will result in unfavorable performance evaluations. —~~

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### 3.37 Using Common Work and Preparation Areas

All employees who use the common work area/preparation areas are responsible for keeping such areas neat, clean and uncluttered. Materials to be assembled, bound, copied, posted or distributed must not be left or stored in the common work area/preparation area except while the responsible employee is in that area and actually performing an assembly, binding, copying, posting or distribution function. Since the common work area/preparation area is a shared space available to all employees, any employee using the area must straighten and clean the area immediately upon completion of the project or task at hand.

### 3.38 Hiring Interns

Program Managers and the Executive Director may establish paid internship programs with students to the extent that budget constraints will allow. Internship arrangements must include a written agreement or understanding between the student and Hillcrest Business Association (and preferably the university) outlining the expectations and responsibilities of each party and the level of stipend, if any, with an agreed-upon payment schedule. Additionally, a copy of any independent study paper or internship plan must be on file with and agreed to in writing by the Executive Director if college credit hours are to be awarded to the student as part of the internship. Any internship established by a particular Program Manager must be overseen and supervised by the Executive Director.

### ~~3.39 Employment of Relatives of Friends —~~

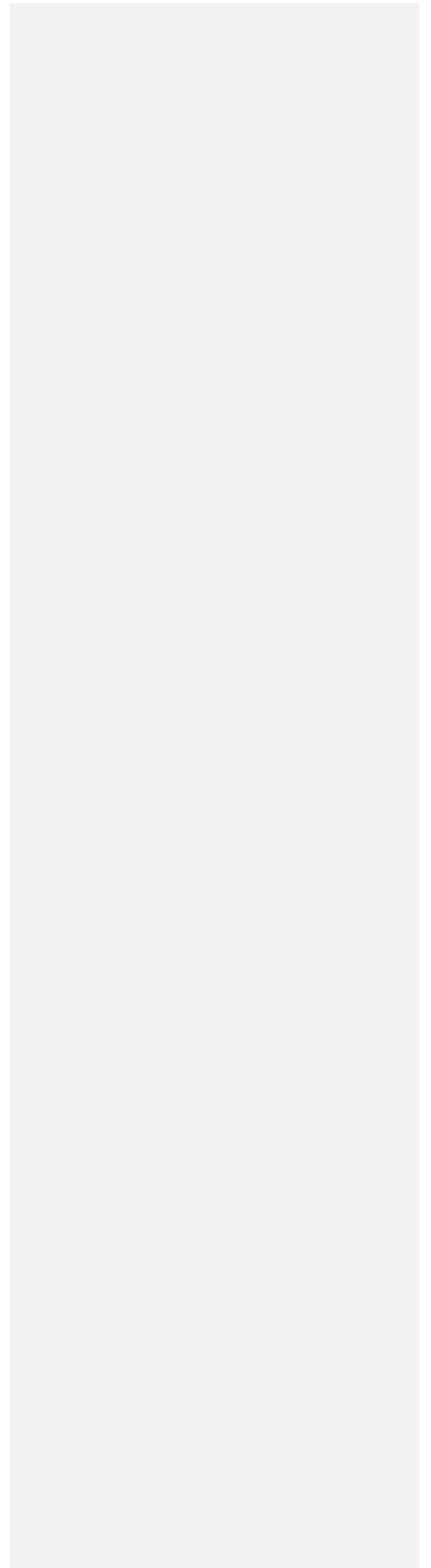
~~Relatives and close friends of existing employees or board members are not eligible for employment with Hillcrest Business Association. For the purpose of this policy, "relative and close friends" includes these relationships: spouse, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, cousin, stepparent, stepchild, or persons currently living in the same household or having lived in the same household or shared living quarters at any time during the last year. If after hiring, two employees become "relatives" under circumstances that may create a conflict of interest, they will be allowed to make the decision as to who will be terminated, as long as the Company feels it is consistent with its business needs and interests. —~~

### 3.40 Employment of Board Members

Current Board Members of Hillcrest Business Association are not eligible for employment with

Hillcrest Business Association. Board Members must resign six months prior to applying for a position at Hillcrest Business Association.

Unapproved



	Total budgeted FY 13	FY 14	Notes
<b>Income</b>			
40010 · City Fest	\$ 130,000.00	\$ 130,000.00	
40020 · Farmers Market	\$ 160,000.00	\$ 160,000.00	
40030 · SBEP	\$ 21,400.00	\$ 21,400.00	
40040 · MAD	\$ 90,183.00	\$ 90,183.00	
MAD Reserve	\$ 25,000.00	\$ 25,000.00	
40050 · BID	\$ 114,000.00	\$ 114,000.00	
BID carry forward	\$ 28,000.00	\$ 28,000.00	
40080 · Newsletter/Advertising	\$ 1,000.00	\$ 1,000.00	
40110 · Taste	\$ 34,500.00	\$ 34,500.00	
Taste 'n Tinis	\$ 17,000.00	\$ 17,000.00	
<b>Pride of Hillcrest Blockparty</b>		<b>\$ 140,000.00</b>	
Hillcrest Hoedown	\$ 38,700.00	\$ 38,700.00	
<b>High Heel Race</b>	<b>\$ 7,000.00</b>	<b>\$ 12,000.00</b>	
40120 · Interest	\$ 1,200.00	\$ 1,200.00	
40140 · Banner space rental	\$ 8,000.00	\$ 8,000.00	
Hillcrest Map	\$ 4,300.00	\$ 4,300.00	
40180 · Other Income	\$ 2,000.00	\$ 2,000.00	
<b>Total Income</b>	<b>\$ 682,283.00</b>	<b>\$ 827,283.00</b>	

Expense

<b>50000 · Personnel</b>			1
50005 · Salaries	\$ 157,000.00	\$ 169,000.00	9
Part time facilities manager		\$ 20,000.00	
50025 · Employer Taxes - Federal	\$ 17,023.50	\$ 17,023.50	
50030 · Employer Taxes - State	\$ 2,281.00	\$ 2,281.00	
50035 · Health Insurance	\$ 9,450.00	\$ 9,450.00	
50040 · Workers Comp Insurance	\$ 2,310.00	\$ 2,310.00	
<b>50045 · Operating</b>			2
50050 · Rent Office Space	\$ 8,700.00	\$ 8,700.00	5
50055 · Storage	\$ 1,800.00	\$ 1,800.00	
50060 · Accounting	\$ 22,000.00	\$ 22,000.00	
50065 · Audit	\$ 7,500.00	\$ 7,500.00	
50070 · Equipment Purchase	\$ 2,700.00	\$ 2,700.00	
50075 · Consultants/Interns	\$ 5,000.00	\$ 5,000.00	
50080 · Bank & Credit Card Charges	\$ 600.00	\$ 600.00	
50085 · Repair / Maintenance / Cleanin	\$ 1,200.00	\$ 1,200.00	
50090 · Office Supplies	\$ 3,200.00	\$ 3,200.00	
50095 · Postage and Delivery	\$ 500.00	\$ 500.00	
50100 · Printing/Photocopy	\$ 4,080.00	\$ 4,080.00	
50105 · Permits			
50110 · Dues/Subscriptions			

50115 · Staff Development				
50120 · Meetings	\$	3,000.00	\$	3,000.00
50125 · Legal	\$	2,000.00	\$	2,000.00
50130 · Telephone & Internet	\$	5,350.00	\$	5,350.00
50135 · Parking/Mileage	\$	2,400.00	\$	2,400.00
50140 · Depreciation	\$	1,200.00	\$	1,200.00
50220 · Insurance	\$	7,062.00	\$	7,062.00

**51000 · Outreach/Promotion**

3

Promotion/Marketing/Campaigns	\$	24,400.00	\$	24,400.00	7
Member information database			\$	14,000.00	
Banners	\$	3,600.00	\$	3,600.00	
Web communications	\$	1,000.00	\$	1,000.00	
Hillcrest Map	\$	4,300.00	\$	4,300.00	
Pride of Hillcrest Block Party			\$	90,000.00	
Farmers Market	\$	14,800.00	\$	20,000.00	
Hillcrest Hoedown	\$	36,500.00	\$	36,500.00	
High Heel Race	\$	2,000.00	\$	2,000.00	
Taste 'n Tinis	\$	15,000.00	\$	15,000.00	
City Fest	\$	85,000.00	\$	85,000.00	
Taste	\$	7,700.00	\$	7,700.00	
Business Open House	\$	1,400.00	\$	1,400.00	
Newsletter	\$	2,700.00	\$	2,700.00	

**53000 · Physical Improvements**

4

Hillcrest Sign Utilities/Maint.	\$	800.00	\$	800.00	
Security	\$	36,000.00	\$	36,000.00	
Street Cleaning	\$	46,908.00	\$	46,908.00	
Pressure washing	\$	24,000.00	\$	24,000.00	
Utility box wraps			\$	5,000.00	
Dumpsters	\$	3,600.00	\$	3,600.00	
Hillcrest Pride Flag Project phase 2			\$	14,000.00	
Flower Baskets (new purchase)	\$	26,000.00	\$	14,000.00	
Gardening & Maintenance	\$	23,360.00	\$	35,112.00	
Tree Trimming large trees			\$	16,000.00	
Tree light repair			\$	8,000.00	
Neighborhood kiosks			\$	40,000.00	
Light canopy			\$	85,000.00	8
Capital Projects	\$	25,000.00			
Special Projects	\$	85,000.00			
Contingency	\$	51,757.50	\$	51,757.50	6

**Total Expense** \$ 787,182.00 \$ 986,134.00

Net Income \$ 682,283.00 \$ 827,283.00

Budget Notes: \$ (104,899.00) \$ (158,851.00)

- 1 Salaries
- 2 Operations
- 3 Promotions and Marketing
- 4 Beautification
- 5 Note: 46% of the organization's rent is funded by the BID
- 6 Overall organizational reserve set at three months of operating
- 7 Includes: Shop Hillcrest, Fabulous Hillcrest, & business recruitment campaigns
- 8 MAD funds to be used for light canopy project
- 9 Includes: Executive Director, Marketing Director, Concessions Manager

## Contracting Agreement

February 12, 2013

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 #202, San Diego, CA 92103 and Light Style (hereinafter referred to as "Contractor"), whose address is 5725 Kearny Villa Rd. #M, San Diego, CA 92123.

### Recitals

- A. The City of San Diego, though not a party to this agreement is referred to in this agreement as "The City".
- B. HBA desires to have Contractor provide specified services as outlined in attachment A.
- C. HBA has engaged with the property owner, The City of San Diego, by contract to provide a variety of services as outlined by city ordinances and contracts.

### Agreement

Please refer to Attachment # A for Scope of Work.

### Fees and Payments

- A. HBA shall pay to Contractor the amount(s) for service rendered pursuant to this agreement, per Attachment #A.
- B. The total amount indicated in Attachment #A shall be paid by invoice. 50% of contracted fee shall be paid at the beginning of the project and the balance shall be paid by invoice at the completion of the project as defined by HBA.

### Other Considerations

#### Term

The term of this agreement shall commence at the date of signing and shall conclude after ninety days. All tasks shall be completed within the period of the contract. The contract may be extended for increments of 30 days by in writing by HBA.

The contract may be terminated for any reason by either party with 30 days written notice.

#### Independent contractor status

Contractor is not an employee of the City or HBA. All staff costs relating to the agreement must be borne by Contractor. Contractor 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 HBA under this agreement to any third party. This agreement does not create a contractual relationship between the City or HBA and any third party.

It is understood and agreed that by virtue of entering into this agreement, Contractor and/or its employees shall not become employees of HBA. Rather, Contractor shall have the status of an independent Contractor. HBA shall make no deductions of any kind from any consideration paid

Contractor, including but not limited to state, federal and local taxes, social security, etc. HBA shall not be required to secure workers compensation or any other insurance or benefit for Contractor except as may be expressly provided herein. Contractor shall maintain general discretion and control over the manner in which the services required hereunder are performed. Nothing herein shall be construed or interpreted to prohibit Contractor from entering into similar or dissimilar agreements with other parties or entities, provided that Contractor shall devote all time reasonably necessary to fully perform its obligations hereunder.

Materials, supplies and equipment. Contractor shall furnish all materials, supplies and equipment necessary to fully perform the services specified herein.

Authorization. HBA hereby represents and warrants that if not the owner of the Premises, or the HBA is fully authorized by the owner to enter into this agreement.

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

Inclement conditions, other disruptive factors. HBA hereby acknowledges that rain, strong winds and other inclement conditions may impair the ability of Contractor to provide required services at specific dates.

Assignment. HBA or Contractor may not assign any rights or obligations hereunder without the prior, express written consent of both parties. This agreement shall be binding on and inure to the benefit of the successors, assigns and personal representatives of the parties.

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.

Notices. Any notice to a party required or permitted hereunder shall be deemed given on the date of delivery if personally served, or on the third day after mailing if mailed. Any notice by mail shall be first class or airmail, postage prepaid, certified mail (return receipt requested) and sent to the address indicated by the signature of the party on this Agreement, or to the most recent address given the sender by written notice from that party.

Waivers. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or of any other provision.

Entire agreement, amendment. This instrument contains the entire Agreement of the parties, and supersedes any and all prior representations, negotiations, agreements and understandings between them, whether oral or written. This Agreement may not be modified or amended except by written instrument, signed by each party hereto.

Governing law. Contractor shall at all times comply with all applicable laws, statutes, ordinances, and regulations of City, county, state, and federal governments. Contractor shall also comply with all notices issued by City under the authority of all current or future laws, statutes, ordinances, or regulations. The construction, interpretation and application of this Agreement shall be governed by the law of the State of California.

Force majeure. If performance by Contractor of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this agreement, e.g., whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake or other natural forces, or by the acts of anyone not a party to this agreement, then Contractor shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

Severability. Should any provision of this Agreement be rendered void, invalid or unenforceable by any court of competent jurisdiction, such invalidity, etc., shall not render void or unenforceable any other provision.

Conflict of interest. Contractor shall comply with all federal, state, and local laws, including conflict of interest laws, statutes, ordinances, regulations, and policies of 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).

Agreements with third parties

Upon signing, the Contractor 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.

Insurance. Contractor 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 resulting from Contractor work as set forth in this agreement. Contractor 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. Contractor shall provide Workers' Compensation Insurance, as required by the laws of the State of California for all of Contractor 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 City is made a party to any judicial or administrative proceeding to resolve the dispute between HBA and Contractor, Contractor shall defend and indemnify the City as described herein.

Equal employment and nondiscriminatory provisions. Contractor 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 Contractor 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. Contractor 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. Contractor is individually responsible to abide by its contents. Contractor 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. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor may be required to comply, and require each of its Sub Contractors to comply, with the provisions of the City's Living Wage Ordinance. It is the responsibility of the Contractor to determine if compliance is required. Contractor 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. In any dispute the prevailing party will be entitled to all reasonable costs and attorney's fees.

In witness thereof, the parties have executed this agreement  
on \_\_\_\_\_, at \_\_\_\_\_, California.

**Hillcrest Business Association**

By:

Benjamin Nicholls  
Executive Director  
Address:  
3737 Fifth Avenue, #202  
San Diego, California 92103  
(619) 299-3330 Tel.  
(619) 299-4230 Fax

**Contractor**

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

Attachment #A: scope of work

Contractor agrees to provide the following:

- Repair existing light strings on the 15 large “Heritage Trees” on Fifth Ave. at University Ave. and two trees on Robinson Ave. at Fifth Ave.
- Install up to four permanent “up-lights” in each of the trees so they are out of reach from the ground.
- Connect all new lights to existing power sources and review existing light string to ensure safety.
- Adjust the projection of the lights so as to illuminate the canopy of the tree and the significant braches.
- Provide all materials (including but not limited to: lights, light strings, cables, wiring) and labor required to complete the project.
- Conduct a quarterly review starting one year from the date of completion.

Any required permits and fees are not included and will be the responsibility of the HBA.

HBA shall provide:

- A payment not to exceed \$26,960.00 for the services noted above.
- All permitting and engineering work as required.

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.