



Hillcrest Business Association
Board of Directors Meeting
Public Meeting ~ January 12, 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) | | 8 minutes |
| 3. President's report | T. Daiber | 5 minutes |
| 4. Executive Director's report | B. Nicholls | 5 minutes |
| 5. Consent agenda (action) | M. Brennan | 2 minutes |
| a. Approval of minutes (December 2015) ¹ | | |
| b. Approval of financials (November 2015) ² | | |
| 6. Approval of BID budget and review of draft organizational budget (action) ³ | C. Moreno | 10 minutes |
| 7. Overview of proposed grant application to Uptown Community Parking District (action) | B. Nicholls | 10 minutes |
| 8. Approval of attendees at California Main Street Conference (action) | G. Younger | 5 minutes |
| 9. Agreement with IPS for homeless meters (action) ⁴ | B. Nicholls | 10 minutes |
| 10. Approval to apply for Normal Street demonstration event permit | M. Brennan | 5 minutes |

Attachments:

1. Board minutes December, 2015
2. Board financial documents November, 2015
3. FY 2017 draft budget

4. Agreement with IPS

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 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.

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



(action)

11. Approval of funding for GIS mapping system

T. Daiber

5 minutes

Adjourn

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Ad hoc committee meetings:

- ~~Map ad hoc committee (concluded)~~
- Video ad-hoc committee
- Bicycle ad-hoc committee
- Homeless outreach ad-hoc committee
- EMAD ad-hoc committee
- Taste of Hillcrest
- Hillcrest Craft Beer Crawl
- Normal Street

~~B. Casey~~
B. Casey
C. Kauffman
Open
M. Roland
J. Baro
J. Baro
M. Brennan

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Hillcrest Business Association
Board of Directors Meeting
Public Meeting ~ December 8, 2015, 5pm
Joyce Beers Community Center
1230 Cleveland Ave., San Diego, CA 92103

Meeting Minutes

Board in attendance: Paul Smith, Maggie Roland, Pete Katz, Tami Daiber, Bryan Lovering, Michael Brennan, Larry Malone, Cecelia Moreno, Jessica Baro, Dalor Younnan, Gioia Marino-Fanelli and Charles Kauffman

Board absent: Ryan Bedrosian, Alphonso Tsang

Staff in attendance: Benjamin Nicholls, Megan Gamwell, Mary Joseph

Others in attendance: Toni Duran, Julio DeGuzman, Adriana Martinez, Matt Wahlstrom, Nancy Younnan

- T. Daiber called the meeting to order.
- T. Daiber asked for modifications to the agenda.
- J. De Guzman encouraged the community to work with the police department in reporting crimes.
- T. Duran handed out newsletters from Speaker Toni Atkins Office
- A. Martinez spoke on behalf of Council Member Todd Gloria's office.
- T. Daiber reported that the HBA continues to distribute and collect the HBA member survey.
- B. Nicholls gave the executive report. Staff recently made a presentation to the City requesting they begin work on the East MAD.
- He stated that Taste 'n' Tinis would occur on 12/10/2015.
- Staff and volunteers have a meeting set with SanDag leadership on 12/8

- C. Moreno gave the Treasurer's Report.
 - P. Katz made a motion to approve consent agenda M. Roland seconded. The motion passed (12/0/0)

- C. Moreno gave a report about the Fabulous Guide to Hillcrest video and requested an additional \$2,000 for a second video.
 - P. Katz made a motion to approve \$2,000 for a second video. J. Barro seconded. The motion passes (12/0/0)

- T. Daiber presented the HBA audit draft management letter and financial report. No substantial issues were reported.



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- T. Daiber passed around the copy of the SOP that addressed the one comment in the management letter regarding division of labor.
 - P. Katz made a motion to accept the audit. D. Younnan seconded. The motion passes 12/0/0.

 - G. Younger presented the opportunity of a new storage unit for the HBA. The space is located below the New School of Architecture and Design. All it needs is a security fence installed. The building is owned by Carleton Management
 - T. Daiber recused herself from the vote.
 - M. Wahlstrom suggested the HBA find a storage unit less than \$500 to avoid the conflict of interest.
 - D. Younnan asked for additional competitive BIDs on fencing.
 - P. Katz made a motion to approve entering into an agreement for a new storage unit and to seek competitive bids on fencing for an amount not to exceed \$2,288. M. Roland seconded the motion. Motion passes 11/0/1 with T. Daiber abstaining.

 - C. Moreno requested that the HBA purchase five new trashcans at \$1,000 each.
 - G. Marino-Fanelli requested that any relocated cans be moved to Sixth ave.
 - P. Katz made a motion to approve the purchase of five new cans at \$1,000 each. J. Barro seconded the motion. The motion passes 12/0/0

 - M. Roland reported that a number of individual homeless people have been harassing a number of businesses in the neighborhood and requested the approval of temporary restraining orders.
 - P. Katz made a motion to have staff support the application and the HBA pay the \$50 fee on behalf of the manager of Starbuck to file the temporary restraining order. M. Roland seconded. The motion passes 12/0/0

 - Meeting adjourned

Hillcrest Business Improvement Association, Inc.

Balance Sheet

As of November 30, 2015

Nov 30, 15

ASSETS

Current Assets

Checking/Savings

10035 - Comerica - Checking 110,670.47

10045 - PayPal 656.20

Total Checking/Savings 111,326.67

Accounts Receivable

12000 - Accounts Receivable 41,312.00

Total Accounts Receivable 41,312.00

Other Current Assets

10115 - SBEP City Fees & Services 20,000.00

10125 - MAD Receivable 25,999.97

10130 - SBEP Receivable 825.00

10135 - City Fest Receivable 5,621.00

10145 - Farmers Market Receivable 7,362.47

10155 - Prepaid Expense 8,171.33

10165 - Workers Compensation Deposit 842.00

10170 - Nightmare on Normal Receivable 19,165.00

10175 - Commission for Arts Grant Rcvbl 22,000.00

Total Other Current Assets 109,986.77

Total Current Assets 262,625.44

Fixed Assets

10200 - Office Furniture & Equipment 21,364.81

10220 - Accumulated Depreciation -16,258.40

Total Fixed Assets 5,106.41

TOTAL ASSETS 267,731.85

LIABILITIES & EQUITY

Hillcrest Business Improvement Association, Inc.

Balance Sheet

As of November 30, 2015

	<u>Nov 30, 15</u>
Liabilities	
Current Liabilities	
Other Current Liabilities	
20225 - SBEP Advance	16,007.50
20230 - Sales Tax Payable	2,487.00
21000 - Payroll Liabilities	
Vacation Payable	3,797.79
Total 21000 - Payroll Liabilities	<u>3,797.79</u>
Total Other Current Liabilities	<u>22,292.29</u>
Total Current Liabilities	<u>22,292.29</u>
Total Liabilities	22,292.29
Equity	
31100 - Unrestricted Net Assets	262,954.89
Net Income	<u>-17,515.33</u>
Total Equity	<u>245,439.56</u>
TOTAL LIABILITIES & EQUITY	<u><u>267,731.85</u></u>

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July through November 2015

	TOTAL					
	Nov 15	Budget	Variance	Jul - Nov 15	Budget	Variance
40015 · CityFest	0.00	0.00	0.00	124,199.17	163,919.00	-39,719.83
40020 · Farmers Market	19,788.15	18,334.00	1,454.15	89,971.31	91,670.00	-1,698.69
40030 · SBEP	1,836.85	2,768.00	-931.15	6,484.50	8,304.00	-1,819.50
40040 · MAD	17,721.28	7,515.00	10,206.28	46,919.84	37,575.00	9,344.84
40045 · MAD Reserve	0.00	1,803.00	-1,803.00	0.00	12,390.00	-12,390.00
40050 · BID	7,220.02	9,264.00	-2,043.98	40,881.98	50,769.00	-9,887.02
40070 · Hillcrest Map	0.00	0.00	0.00	1,500.00	3,000.00	-1,500.00
40080 · Newsletter/Advertising	0.00	84.00	-84.00	0.00	420.00	-420.00
40085 · Technical Assistance/Acctg.	825.00			825.00		
40095 · Movie Night	30.00			30.00		
40100 · Nightmare on Normal Street	27,892.85			66,282.05		
40115 · Taste 'N Tinis	0.00	6,500.00	-6,500.00	950.00	13,000.00	-12,050.00
40130 · Bike Advocacy	0.00			5,100.00		
40140 · Banner Space	0.00	417.00	-417.00	1,500.00	2,085.00	-585.00
40145 · Pride Flag	0.00			3,200.00		
40155 · Pride of Hillcrest/Block Party	0.00	0.00	0.00	93,946.56	129,971.00	-36,024.44
40160 · Hillcrest Map.	0.00	0.00	0.00	6,011.25	0.00	6,011.25
40180 · Other Income	1,253.30	130.00	1,123.30	14,493.30	650.00	13,843.30
Total Income	76,567.45	46,815.00	29,752.45	502,294.96	513,753.00	-11,458.04
Expense						
50000 · Personnel						
50005 · Salaries	15,020.97	16,668.00	-1,647.03	83,103.69	78,340.00	4,763.69
50025 · Employer Taxes - Federal	1,149.09	1,139.00	10.09	6,357.43	5,303.00	1,054.43
50035 · Health Insurance	148.26	747.00	-598.74	3,714.04	3,735.00	-20.96
50040 · Workers Comp Insurance	0.00	257.00	-257.00	742.28	1,285.00	-542.72
Total 50000 · Personnel	16,318.32	18,811.00	-2,492.68	93,917.44	88,663.00	5,254.44
50045 · Operating						
50050 · Rent Office Space	1,000.80	804.00	196.80	5,725.47	4,020.00	1,705.47
50055 · Storage	269.43	300.00	-30.57	1,084.37	1,500.00	-415.63

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July through November 2015

	TOTAL					
	Nov 15	Budget	Variance	Jul - Nov 15	Budget	Variance
50060 · Accounting	1,843.50	1,842.00	1.50	9,215.70	9,210.00	5.70
50065 · Audit	4,000.00	0.00	4,000.00	4,000.00	7,375.00	-3,375.00
50070 · Equipment Purchase	4,206.52	225.00	3,981.52	4,206.52	1,125.00	3,081.52
50075 · Intern/Consultant	1,662.00	417.00	1,245.00	3,058.50	2,085.00	973.50
50080 · Bank & Credit Card Charges	10.00	50.00	-40.00	222.29	250.00	-27.71
50085 · Repair/Maintenance/Cleaning	1,197.60	175.00	1,022.60	1,882.58	875.00	1,007.58
50090 · Office Supplies	524.83	267.00	257.83	1,044.65	1,335.00	-290.35
50095 · Postage and Delivery	49.00	42.00	7.00	49.00	210.00	-161.00
50100 · Printing/Photocopy	325.32	167.00	158.32	1,589.27	835.00	754.27
50110 · Dues/Subscriptions	0.00	167.00	-167.00	39.00	835.00	-796.00
50115 · Staff Development	0.00	209.00	-209.00	1,084.90	1,045.00	39.90
50120 · Meetings	65.37	334.00	-268.63	1,495.50	1,670.00	-174.50
50125 · Legal	0.00	1,200.00	-1,200.00	14,490.00	6,100.00	8,390.00
50130 · Telephone & Internet	551.15	737.00	-185.85	3,228.35	3,685.00	-456.65
50135 · Parking/Mileage	212.75	200.00	12.75	1,356.26	1,000.00	356.26
50330 · D & O / Liability Insurance	0.00	500.00	-500.00	4,490.75	4,500.00	-9.25
Total 50045 · Operating	15,918.27	7,636.00	8,282.27	58,263.11	47,655.00	10,608.11
51000 · Neighborhood/Outreach Promotion						
51515 · CityFest	-206.50	0.00	-206.50	100,261.13	119,753.00	-19,491.87
51525 · Promotion/Marketing/Campaigns	1,561.61	1,210.00	351.61	6,852.73	6,050.00	802.73
51527 · Taste 'N Tinis	921.20	5,000.00	-4,078.80	3,068.80	7,000.00	-3,931.20
51529 · Promotion/Parking Campaign	0.00	833.00	-833.00	0.00	4,165.00	-4,165.00
51530 · Banners	0.00	300.00	-300.00	1,100.00	1,500.00	-400.00
51535 · Web Site Communications	0.00	136.00	-136.00	84.60	680.00	-595.40
51540 · Business Mixers/Open House	0.00	467.00	-467.00	1,688.03	934.00	754.03
51545 · Newsletter	0.00	0.00	0.00	801.66	2,200.00	-1,398.34
51555 · Farmer's Market	927.86	2,500.00	-1,572.14	6,931.46	12,500.00	-5,568.54
51556 · Farmer's Market Trolley	2,970.00			6,102.50		
51565 · Hillcrest Map	1,500.00	0.00	1,500.00	5,500.00	5,000.00	500.00
51575 · Pride Flag Project	41.49			928.53		
51800 · Pride of Hillcrest/Block Party	11,456.59	0.00	11,456.59	86,462.88	90,000.00	-3,537.12

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July through November 2015

	TOTAL					
	Nov 15	Budget	Variance	Jul - Nov 15	Budget	Variance
51810 · Movie Night	1,009.21			1,009.21		
51880 · Nightmare on Normal	18,949.72			41,337.51		
51885 · Bike Advocacy	5,200.00			10,200.00		
Total 51000 · Neighborhood/Outreach Promotion	44,331.18	10,446.00	33,885.18	272,329.04	249,782.00	22,547.04
53000 · Physical Improvements						
53125 · Hillcrest Sign Utilities/Maint.	79.01	67.00	12.01	337.49	335.00	2.49
53130 · Security	3,165.13	3,167.00	-1.87	15,825.65	15,835.00	-9.35
53135 · Street Cleaning	3,908.00	3,750.00	158.00	19,540.00	18,750.00	790.00
53137 · Pressure Washing	2,094.50	2,000.00	94.50	8,378.00	10,000.00	-1,622.00
53150 · Dumpsters	389.25	359.00	30.25	2,116.97	1,795.00	321.97
53155 · Tree & Flower Maintenance	6,679.00	1,834.00	4,845.00	23,311.00	9,170.00	14,141.00
53156 · Tree Trimming Large Trees	4,420.00	667.00	3,753.00	4,420.00	3,335.00	1,085.00
53159 · EMAD Expansion	150.00	1,000.00	-850.00	150.00	5,000.00	-4,850.00
53161 · Special Projects	1,100.00	1,409.00	-309.00	1,500.00	7,045.00	-5,545.00
53164 · Homeless Outreach Services	4,674.47	1,417.00	3,257.47	18,189.84	7,085.00	11,104.84
53165 · Contingency	1,500.00	2,477.00	-977.00	1,531.75	12,385.00	-10,853.25
Total 53000 · Physical Improvements	28,159.36	18,147.00	10,012.36	95,300.70	90,735.00	4,565.70
Total Expense	104,727.13	55,040.00	49,687.13	519,810.29	476,835.00	42,975.29
	-28,159.68	-8,225.00	-19,934.68	-17,515.33	36,918.00	-54,433.33

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July through November 2015

	110 GENERAL	220 SPECIAL EVENTS	410 BID CONTRACT	510 MAD	610 SBEP	TOTAL
Income						
40010 - City Fest Income						
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
Grants						
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
Total Grants	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
Total 40010 - City Fest Income	0.00	124,199.17	0.00	0.00	0.00	124,199.17
40020 - Farmers Market	31,874.32	58,096.99	0.00	0.00	0.00	89,971.31
40030 - SBEP	0.00	0.00	0.00	0.00	6,484.50	6,484.50
40040 - MAD	0.00	0.00	0.00	46,919.84	0.00	46,919.84
40050 - BID	0.00	0.00	40,881.98	0.00	0.00	40,881.98
40070 - Hillcrest Map	1,500.00	0.00	0.00	0.00	0.00	1,500.00
40085 - Technical Assistance/Acctg.	0.00	0.00	0.00	0.00	825.00	825.00
40095 - Movie Night	0.00	30.00	0.00	0.00	0.00	30.00
40100 - Nightmare on Normal Street	0.00	66,282.05	0.00	0.00	0.00	66,282.05
40115 - Taste 'N Tinis	0.00	950.00	0.00	0.00	0.00	950.00
40130 - Bike Advocacy	5,100.00	0.00	0.00	0.00	0.00	5,100.00
40140 - Banner Space	1,500.00	0.00	0.00	0.00	0.00	1,500.00
40145 - Pride Flag	3,200.00	0.00	0.00	0.00	0.00	3,200.00
40155 - Pride of Hillcrest/Block Party	0.00	93,946.56	0.00	0.00	0.00	93,946.56
40160 - Hillcrest Map.	6,011.25	0.00	0.00	0.00	0.00	6,011.25
40180 - Other Income	14,493.30	0.00	0.00	0.00	0.00	14,493.30
Total Income	63,678.87	343,504.77	40,881.98	46,919.84	7,309.50	502,294.96
Expense						
50000 - Personnel						
50005 - Salaries	43,897.76	21,711.66	11,470.59	0.00	6,023.68	83,103.69
50025 - Employer Taxes - Federal	3,358.15	1,660.96	877.50	0.00	460.82	6,357.43
50035 - Health Insurance	3,714.04	0.00	0.00	0.00	0.00	3,714.04
50040 - Workers Comp Insurance	742.28	0.00	0.00	0.00	0.00	742.28
Total 50000 - Personnel	51,712.23	23,372.62	12,348.09	0.00	6,484.50	93,917.44

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July through November 2015

	110 GENERAL	220 SPECIAL EVENTS	410 BID CONTRACT	510 MAD	610 SBEP	TOTAL
50045 · Operating						
50050 · Rent Office Space	4,056.48	0.00	1,668.99	0.00	0.00	5,725.47
50055 · Storage	1,084.37	0.00	0.00	0.00	0.00	1,084.37
50060 · Accounting	7,590.70	500.00	0.00	300.00	825.00	9,215.70
50065 · Audit	625.00	0.00	0.00	3,375.00	0.00	4,000.00
50070 · Equipment Purchase	4,206.52	0.00	0.00	0.00	0.00	4,206.52
50075 · Intern/Consultant	3,058.50	0.00	0.00	0.00	0.00	3,058.50
50080 · Bank & Credit Card Charges	222.29	0.00	0.00	0.00	0.00	222.29
50085 · Repair/Maintenance/Cleaning	1,808.10	74.48	0.00	0.00	0.00	1,882.58
50090 · Office Supplies	1,044.65	0.00	0.00	0.00	0.00	1,044.65
50095 · Postage and Delivery	49.00	0.00	0.00	0.00	0.00	49.00
50100 · Printing/Photocopy	1,589.27	0.00	0.00	0.00	0.00	1,589.27
50110 · Dues/Subscriptions	39.00	0.00	0.00	0.00	0.00	39.00
50115 · Staff Development	1,084.90	0.00	0.00	0.00	0.00	1,084.90
50120 · Meetings	1,406.50	89.00	0.00	0.00	0.00	1,495.50
50125 · Legal	14,490.00	0.00	0.00	0.00	0.00	14,490.00
50130 · Telephone & Internet	2,868.35	210.00	150.00	0.00	0.00	3,228.35
50135 · Parking/Mileage	1,027.33	328.93	0.00	0.00	0.00	1,356.26
50330 · D & O / Liability Insurance	3,501.90	0.00	988.85	0.00	0.00	4,490.75
Total 50045 · Operating	49,752.86	1,202.41	2,807.84	3,675.00	825.00	58,263.11
51000 · Neighborhood/Outreach Promotion						
51525 · Promotion/Marketing/Campaigns	6,276.73	576.00	0.00	0.00	0.00	6,852.73
51527 · Taste 'N Tinis	0.00	3,068.80	0.00	0.00	0.00	3,068.80
51530 · Banners	1,100.00	0.00	0.00	0.00	0.00	1,100.00
51535 · Web Site Communications	74.65	9.95	0.00	0.00	0.00	84.60
51540 · Business Mixers/Open House	455.88	693.56	538.59	0.00	0.00	1,688.03
51545 · Newsletter	0.00	0.00	801.66	0.00	0.00	801.66
51555 · Farmer's Market	2,463.00	4,468.46	0.00	0.00	0.00	6,931.46
51556 · Farmer's Market Trolley	0.00	6,102.50	0.00	0.00	0.00	6,102.50
51565 · Hillcrest Map	3,000.00	2,500.00	0.00	0.00	0.00	5,500.00
51575 · Pride Flag Project	928.53	0.00	0.00	0.00	0.00	928.53
51800 · Pride of Hillcrest/Block Party	0.00	86,462.88	0.00	0.00	0.00	86,462.88
51810 · Movie Night	0.00	1,009.21	0.00	0.00	0.00	1,009.21
51880 · Nightmare on Normal	0.00	41,337.51	0.00	0.00	0.00	41,337.51
51885 · Bike Advocacy	10,200.00	0.00	0.00	0.00	0.00	10,200.00

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July through November 2015

	110 GENERAL	220 SPECIAL EVENTS	410 BID CONTRACT	510 MAD	610 SBEP	TOTAL
Total 51000 - Neighborhood/Outreach Promotion	24,498.79	146,228.87	1,340.25	0.00	0.00	172,067.91
51520 - City Fest						
Advertising	0.00	6,074.88	0.00	0.00	0.00	6,074.88
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	11,622.40	0.00	0.00	0.00	11,622.40
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	2,784.94	0.00	0.00	0.00	2,784.94
Transportation	0.00	935.00	0.00	0.00	0.00	935.00
Waste Disposal/Clean-Up	0.00	5,102.37	0.00	0.00	0.00	5,102.37
Total 51520 - City Fest	0.00	100,261.13	0.00	0.00	0.00	100,261.13
53000 - Physical Improvements						
53125 - Hillcrest Sign Utilities/Maint.	0.00	0.00	0.00	337.49	0.00	337.49
53130 - Security	0.00	0.00	0.00	15,825.65	0.00	15,825.65
53135 - Street Cleaning	0.00	0.00	13,287.20	6,252.80	0.00	19,540.00
53137 - Pressure Washing	0.00	0.00	2,094.50	6,283.50	0.00	8,378.00
53150 - Dumpsters	1,018.88	0.00	1,098.09	0.00	0.00	2,116.97
53155 - Tree & Flower Maintenance	5,279.59	0.00	7,906.01	10,125.40	0.00	23,311.00
53156 - Tree Trimming Large Trees	0.00	0.00	0.00	4,420.00	0.00	4,420.00
53159 - EMAD Expansion	150.00	0.00	0.00	0.00	0.00	150.00
53161 - Special Projects	1,500.00	0.00	0.00	0.00	0.00	1,500.00
53164 - Homeless Outreach Services	18,189.84	0.00	0.00	0.00	0.00	18,189.84
53165 - Contingency	1,531.75	0.00	0.00	0.00	0.00	1,531.75
Total 53000 - Physical Improvements	27,670.06	0.00	24,385.80	43,244.84	0.00	95,300.70
Total Expense	153,633.94	271,065.03	40,881.98	46,919.84	7,309.50	519,810.29
	-89,955.07	72,439.74	0.00	0.00	0.00	-17,515.33

Hillcrest Business Improvement Association, Inc.

A/R Aging Summary

As of November 30, 2015

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Anheuser-Busch	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Buffalo Exchange, LTD	0.00	0.00	0.00	0.00	52.00	52.00
Busalacchhi's A Modo Mio	0.00	0.00	0.00	1,000.00	0.00	1,000.00
Campari America	0.00	3,500.00	0.00	0.00	3,000.00	6,500.00
Deli Lama	0.00	0.00	0.00	0.00	52.00	52.00
FIDO and Co.	0.00	0.00	0.00	0.00	52.00	52.00
Fig Tree Cafe	0.00	0.00	0.00	0.00	52.00	52.00
Gossip	0.00	0.00	0.00	0.00	52.00	52.00
Mint 11	0.00	0.00	0.00	0.00	52.00	52.00
Phildaelphia Insurance	0.00	0.00	0.00	8,740.00	4,500.00	13,240.00
Pizza Al Taglio, Inc.	0.00	0.00	0.00	0.00	52.00	52.00
Principle Real Estate Group	0.00	0.00	0.00	0.00	52.00	52.00
San Diego Pride	0.00	-3,200.00	0.00	0.00	3,200.00	0.00
Scripps Health	0.00	0.00	0.00	0.00	10,000.00	10,000.00
Stoli Group USA	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Tammy's Beauty Salon	0.00	0.00	0.00	0.00	104.00	104.00
Which Wich	0.00	0.00	0.00	0.00	52.00	52.00
	0.00	300.00	0.00	9,740.00	31,272.00	41,312.00

	FY 16	FY17	Total Class	110 GENERAL	510 MAD	210 Special Events	BID Detail	Other Govt. Grants	% of total BID Notes	
Income										
City Fest	\$ 163,919.00		\$ 163,919.00			\$ 163,919.00				
Farmers Market	\$ 220,000.00	\$ 210,000.00	\$ 220,000.00	\$ 220,000.00						
SBEF	\$ 27,671.00	\$ 27,671.00	\$ 27,671.00					\$ 27,671.00		
MAD	\$ 90,183.00	\$ 90,183.00	\$ 90,183.00		\$ 90,183.00					
MAD Reserve	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		\$ 25,000.00					
BID	\$ 114,000.00	\$ 114,000.00	\$ 114,000.00				\$ 114,000.00			
BID carry forward			\$ -							
Parking Dist		\$ 270,000.00								
Newsletter/Advertising	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00						
Taste	\$ 44,665.00		\$ 44,665.00			\$ 44,665.00				
Taste 'n Tinis	\$ 19,847.00		\$ 19,847.00			\$ 19,847.00				
Pride of Hillcrest Blockparty	\$ 129,971.00		\$ 129,971.00			\$ 129,971.00				
Beer Crawl										
Banner space rental	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00						
Hillcrest Map	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00						
Other Income (Prow)	\$ 1,560.00	\$ 1,560.00	\$ 1,560.00	\$ 1,560.00						
Total Income	\$ 845,816.00	\$ 746,414.00	\$ 845,816.00	\$ 230,560.00	\$ 115,183.00	\$ 358,402.00	\$ 114,000.00	\$ 27,671.00		
Expense										
50000 - Personnel	\$ 207,262.00	\$ 202,000.00		\$ 81,761.00	\$ -	\$ 65,000.00	\$ 17,100.00	\$ 27,671.00	15%	1
50005 - Salaries/ Payroll	\$ 179,500.00	\$ 202,000.00	\$ 177,100.00	\$ 70,000.00		\$ 65,000.00	\$ 17,100.00	\$ 25,000.00		
Marketing and PR Asst.										
Program Manager: Events										
Program Manager: BID										
Executive Director										
50025 - Employer Taxes - Fec	\$ 13,254.00		\$ 4,864.00	\$ 2,913.00				\$ 1,951.00	0%	
50030 - Employer Taxes - Sta	\$ 2,485.00		\$ 1,845.00	\$ 1,125.00				\$ 720.00	0%	
50035 - Health Insurance	\$ 8,950.00		\$ 5,800.00	\$ 5,800.00						
50040 - Workers Comp Insura	\$ 3,073.00		\$ 1,923.00	\$ 1,923.00					0%	
50045 - Operating	\$ 95,356.00	\$ 98,856.00		\$ 64,581.00	\$ -	\$ 16,200.00	\$ -	\$ 3,000.00	0%	2
50050 - Rent Office Space	\$ 9,639.00	\$ 9,639.00	\$ 5,639.00	\$ 5,639.00					0%	5
50055 - Storage	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00						
50060 - Accounting	\$ 22,100.00	\$ 22,100.00	\$ 24,100.00	\$ 13,100.00		\$ 8,000.00		\$ 3,000.00	0%	7
50065 - Audit	\$ 7,375.00	\$ 7,375.00	\$ 1,000.00	\$ 1,000.00						
50070 - Equipment Purchase	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00						
50075 - Consultants/Interns	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00				
50080 - Bank & Credit Card C	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00						
50085 - Repair / Maintenance	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00						
50090 - Office Supplies	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 1,400.00		\$ 1,800.00				
50095 - Postage and Delivery	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00						
50100 - Printing/Photocopy	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00		\$ 800.00				
50105 - Permits										
50110 - Dues/Subscriptions	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00						
50115 - Staff Development	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00						
50120 - Meetings	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,400.00		\$ 600.00				
50125 - Legal	\$ 8,500.00	\$ 2,000.00	\$ 8,500.00	\$ 8,500.00						
50130 - Telephone & Internet	\$ 8,842.00	\$ 8,842.00	\$ 7,642.00	\$ 7,642.00					0%	
50135 - Parking/Mileage	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00						
50140 - Depreciation	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00						
50220 - Insurance	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00					0%	
51000 - Outreach/Promotion	\$ 313,405.00	\$ 46,000.00		\$ 26,000.00	\$ -	\$ 267,805.00	\$ 19,600.00	\$ -	17%	3
Promotion/Marketing/Campaig	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 14,500.00			\$ 15,500.00		14%	
Banners	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00						
Web communications	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 200.00			\$ 1,000.00		1%	
Hillcrest Map	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00						
Pride of Hillcrest Block Party	\$ 90,000.00		\$ 90,000.00			\$ 90,000.00				
Farmers Market	\$ 30,000.00		\$ 30,000.00			\$ 30,000.00				
Taste 'n Tinis	\$ 14,351.00		\$ 14,351.00			\$ 14,351.00				
CityFest	\$ 119,753.00		\$ 119,753.00			\$ 119,753.00				
Taste	\$ 13,701.00		\$ 13,701.00			\$ 13,701.00				
Business Open House	\$ 1,400.00	\$ 1,800.00	\$ 1,400.00				\$ 1,400.00		1%	
Newsletter	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 2,700.00			\$ 1,700.00		1%	

53000 - Physical Improve	\$ 216,149.00	\$ 182,100.00	\$ 44,117.00	\$ 105,058.00	\$ -	\$ 77,300.00	68%	4		
Hillcrest Sign Utilities/Maint.	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00						
Security	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00						
Street Cleaning	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 15,000.00		\$ 30,000.00	26%			
Pressure washing	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 11,200.00		\$ 12,800.00	11%			
Dumpsters	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 2,300.00		\$ 2,000.00	2%			
Tree and Flower Basket Main	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 12,000.00		\$ 10,000.00	9%			
Tree Trimming (large)	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 2,250.00		\$ 2,250.00				
EMAD Expansion	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00						
Homeless outreach services	\$ 17,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00						
Lighting projects						\$ 13,826.00				
Special Projects	\$ 16,908.00		\$ 16,908.00	\$ 16,908.00						
Contingency	\$ 30,141.00		\$ 30,141.00	\$ 8,900.00		\$ 6,424.00				
Total Expense	\$ 832,172.00	\$ 528,956.00	\$ 624,267.00	\$ 216,459.00	\$ 105,058.00	\$ 349,005.00	\$ 114,000.00	\$ 30,671.00	6%	6
Total Income	\$ 845,816.00	\$ 746,414.00	\$ 845,816.00	\$ 14,101.00	\$ 10,125.00	\$ 9,397.00	\$ -	\$ (3,000.00)		
Net Income	\$ 13,644.00	\$ 217,458.00	\$ 221,549.00							

Budget Notes:

- 1 Portion of the salaries paid for by the BID
- 2 Operations
- 3 Promotions and Marketing
- 4 Beautification
- 5 Note: 41% of the organization's rent is funded by the BID
- 6 Overall organizational reserve set at three months of operating
- 7 Income for Tech Assist Accounting Grant

AGREEMENT TO PROVIDE DONTATION METERS

This Agreement To Donation Parking Meter Services ("Agreement") is made effective _____, 2015 (the "Effective Date"), by and between the Hillcrest Business Association, a **non-profit** corporation (the "Client"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

- A. Client is a **municipal/nonprofit** corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and wishes to use IPS parking meters and related services for donation purposes.
- B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of California. IPS markets parking technology and supports a certain web-based system and operating system software known as the IPS Data Management System (the "DMS").
- C. Client and IPS desire to enter into this Agreement for IPS to provide parking meters and DMS to the Client for donation purposes upon the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

Initial Term. The term of the Agreement means the period from the Effective Date above and will be in effect for a period of one (1) year. Continuous one-year extensions shall continue thereafter and shall be automatic, and shall go into effect without written confirmation, unless the Client or IPS provides advance notice of the intention to not renew at least 45 days prior to the otherwise automatic renewal date.

2. IPS Services.

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Attachment A.
- 2.2. **Standard of Care.** IPS agrees to faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals of IPS's profession currently practicing in the same locality under similar conditions, and in accordance with the terms of this Agreement.

3. Client Services & Responsibilities. The Client agrees to:

- 3.1. Client shall use IPS meters and services solely for the purposes of donations. Any other use shall be subject to standard fees, which are outlined in Attachment A.
- 3.2. Make available to IPS any currently existing documents, data or information required for the setup or ongoing performance of the Services, including any material updates therein.
- 3.3. Client, at its own cost and expense, shall keep the equipment in good repair, condition and working order. The Client will also notify IPS of any need for warranty repair work and will coordinate the return process with IPS. IPS shall not charge any fees for repair services for Donation meters.

4. Compensation

- 4.1. IPS shall provide donation meters and ongoing services at no cost to the client. Any other use of meters or services beyond the purposes of donation meters shall be subject to standard fees, which are outlined in Attachment A.
- 4.2. Client shall provide first line of maintenance for all meter mechanisms, be solely responsible for meter posts and housings, and provide all meter collection services during the term of this Agreement.
- 4.3. Client shall be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services and costs using a Client designated third party provider.

5. Intellectual Property and Confidential Information.

- 5.1. IPS hereby grants the Client, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "Client") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the Client designated locations.
- 5.2. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by IPS and provided to the Client ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS Pre-Existing and Independently Developed IP.
- 5.3. Client agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by IPS for the purposes of reverse engineering or evaluation without the prior written consent of the IPS, or as mandated by applicable law.
- 5.4. The provisions of this Section will survive expiration or termination of this Agreement.

6. Dispute Resolution.

- 6.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will be free to pursue means of equitable relief available by law. Nothing in this section will be construed by any Party in a manner that would adversely affect the other's rights in court or prevent any Party from seeking any injunctive

or other equitable relief as available to them by law.

7. Termination of Agreement.

- 7.1. If either the Client or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.
- 7.2. After the initial period of 12 months from the Effective Date, either Party may terminate this agreement with 90 days written notice to the other Party for any reason and without liability of any kind. Upon termination all meters and/or other products provided by IPS shall be returned to IPS within 90 days of termination. Failure to return the meters and/or other products shall require the Client to pay for the meters and/or other products based on the Standard rates listed in Attachment A.

8. Indemnification.

- 8.1. Client agrees to defend and indemnify IPS, its Council, boards and commissions, officers, agents, and employees, from and against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, arising from the negligent or willful acts, errors or omissions of Client or Client's officers, agents, employees or subcontractors, in the performance of services, activities or work conducted pursuant to this Agreement. Client shall not be required to indemnify IPS in any form as a result of negligent or willful acts, errors or omissions of the IPS.
- 8.2. IPS agrees to defend and indemnify Client, its Council, boards and commissions, officers, agents, and employees, from and against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, arising from the negligent or willful acts, errors or omissions of IPS or IPS's officers, agents, employees or subcontractors, in the performance of services, activities or work conducted pursuant to this Agreement. IPS shall not be required to indemnify the Client in any form as a result of negligent or willful acts, errors or omissions of the Client.

9. Limitation of Liability.

- 9.1. Client acknowledges and agrees that neither IPS, its parents and subsidiaries shall be liable to Client for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (i) any delay or disruption of service including any common freight carrier or any third party service provider; (ii) any failure, disruption or malfunction of the Internet, or any communications network, facility or equipment beyond IPS's reasonable control; (iii) any damages resulting from any delays and/or losses arising in connection with the services provided hereunder.
- 9.2. Notwithstanding anything to the contrary in this Agreement or elsewhere, IPS's cumulative liability to the Client related to this Agreement shall not, in any case, exceed the fees paid solely under this Agreement to IPS by the Client.
- 9.3. Notwithstanding anything to the contrary in this Agreement or elsewhere, in no event shall IPS or its licensors be liable to Client or to any third party for any indirect, special, incidental, consequential, punitive or unproven losses, damages or expenses of any kind, including, without limitation, lost profits or loss of

goodwill arising from the services provided by this Agreement.

- 9.4. Both IPS and Client acknowledge and agree that the provisions and limitations of this Section are of the essence of this Agreement and that absent them, neither IPS nor Client would have entered into this Agreement.

10. Limited Warranty, Maintenance and Support.

- 10.1. IPS warrants to Client that it will provide warranty services at no charge during the term of this Agreement.
- 10.2. Repairs and Return Process. IPS can solve most repair issues over the phone or will some additional training of Client staff. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 5601 Oberlin Drive, Suite 100, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely package to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

11. Notices.

- 11.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:

IPS Group, Inc.
5601 Oberlin Dr, Suite 100
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-4040-0607

Client:

Hillcrest Business Association
3737 Fifth Ave. #202
San Diego, CA 92103
Benjamin Nicholls
benjamin@hillcrestbia.org
619-299-3330

12. Assignment.

- 12.1. Should the Client enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the Client has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.
- 12.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of Client. Any attempt to do so without the Client's consent will be null and void, and any assignee, hypothecatee or transferee acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.

13. General Provisions.

- 13.1. Waiver. A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.
- 13.2. Modification; Amendment No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing by both Parties.
- 13.3. Relationship of the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.
- 13.4. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.
- 13.5. Integration. This Agreement may be executed in two (2) counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.
- 13.6. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of California, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.
- 13.7. Venue and Jurisdiction. The Client and IPS agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of San Diego, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
- 13.8. Force Majeure. If any party is prevented from performing its obligation stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, an act of God, public enemy, war, fire, an act or failure to act of a government entity (except on the part of the Client), unavailability of materials, or actions by or against labor unions, it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event.

If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

- 13.9. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 13.10. Authorization. Both Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind each Party to each and every term, condition, and obligation of this Agreement and that all requirements of each Party have been fulfilled to provide such actual authority.
- 13.11. Binding Document. The Client and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 13.12. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 13.13. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

The parties signing below confirm that they are authorized by their respective organizations to sign this Agreement and bind the respective Party to the terms and conditions contained herein. In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

CONTRACTOR:

IPS GROUP, INC.,
a Pennsylvania corporation

By: _____
CHAD P. RANDALL
Chief Operating Officer

CLIENT:

Hillcrest Business Association
A nonprofit corporation

By: _____
Benjamin Nicholls
Executive Director

ATTACHMENT A

Scope of Services and Standard Pricing

IPS is pleased to provide our meters for your donation program. Below is a list of items that we will provide at no charge. Standard fees are listed for reference only.

Product	Number of Units	Standard Price	Donation Program Pricing
IPS Credit-Card Enabled Single-Space Meter – M3 (Includes 12 month warranty, RFID tag, meter top, FOB San Diego, CA, training and installation included)	5	\$495.00	\$0.00
Shipping Fees	5	TBD	\$0.00
Optional Extended Meter Warranty (Pay as you go for each additional 12 months)	0	\$60.00	\$0.00
IPS Data Management System	1	License Fee included below	\$0.00

Standard Ongoing IPS Data and Management System Fees

Fee Types	Standard Price	Donation Program Pricing
PCI Certified Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	\$5.75	\$0.00
Secure Credit Card Payment Gateway Fee (per transaction)	\$0.13	\$0.00
Merchant Account Fees	At Client Cost	At Client Cost

Additional Services

- Additional services that are not within the standard scope of services for the meter donation program shall be quoted and approved by client before performing any additional work.