



Hillcrest Business Association  
 Board of Directors Meeting  
 Public Meeting  
 May 14, 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)		3 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	2 minutes
1. Approval of minutes (April 2013) <sup>1</sup>		
2. Approval of organizational financials (February & March 2013) <sup>2</sup>		
<b>Executive Committee items:</b>		
1. SOP #3 Employee Manual (action) <sup>3</sup>	J. Dicola	10 minutes
2. Presentation of HBA FY2014 budget (action) <sup>4</sup>	J. Dicola	10 minutes
3. Discussion concerning withdrawing support from CiclasDias	J. Hale	5 minutes
4. Presentation concerning Uptown Community Plan transportation element (information)	W. Chambers	10 minutes
<b>Special Events Committee items</b>		
1. Agreement with SD Pride for Hillcrest Blockparty (action) <sup>5</sup>	J. Hale	5 minutes
2. Approval to implement Hillcrest Hoedown	J. Hale	5 minutes
3. Committee update (information)	J. Hale	5 minutes
<b>Beautification items</b>		
1. Purchase of tree grates and tree cages (action)	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
Attachments:		
1. April 2013 minutes	4. FY 2014 HBA Budget (draft)	
2. February & March 2013 financials	5. Agreement with SD Pride	
3. SOP #3 Employee Manual (draft)		

## CONTRACTING AGREEMENT

April 10, 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 San Diego LGBT Pride, a California not for profit corporation (hereinafter referred to as "SDP"), whose address is 3620 30th Street, San Diego, CA 92104.

WHEREAS, SDP and HBA produce events in the neighborhood of Hillcrest; and

WHEREAS, on the second weekend of July SDP produces a series of events for the purposes of this agreement collectively called "Pride Weekend Activities", including but not limited to the San Diego Pride Parade, San Diego Pride Festival and the Stonewall Rally; and

WHEREAS, the HBA and SDP have partnered on events and activities in Hillcrest in the past; and

WHEREAS, SDP and HBA are seeking to produce the "Pride of Hillcrest Block Party" on July 12, 2013 as part of the Pride Weekend Activities; and

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree, as follows:

### Agreement

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

### Contract termination:

This agreement concerns the Pride of Hillcrest Block Party event to be held on July 12, 2013 and shall terminate upon conclusion of all activities related to this event.

### Insurance:

HBA agrees to maintain insurance policies to cover the Pride of Hillcrest Block Party in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate and shall name each SDP as additionally insured.

### Expenses and profits:

The profits and expenses for the Pride of Hillcrest Block Party shall be apportioned in the following way:

- SDP and HBA shall equally split net profits or losses from the event.

### Ownership

The Pride of Hillcrest Block Party is the property of HBA and SDP. Both organizations jointly own the event.

Agreements with third parties

Any and all agreements with third parties concerning the Pride of Hillcrest Block Party event must be disclosed by both parties. Any agreement entered into by either party concerning the Pride of Hillcrest Block Party must be approved by both parties prior to the signing of any agreement.

Arbitration

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

Governing law

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

Conflict of interest

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

Integration

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

Assignment

This Agreement and the rights and obligations accruing to the parties hereto shall not be assigned or delegated without the consent of the other party; and such consent shall not be unreasonably withheld.

Equal employment and nondiscriminatory provisions

Both parties shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, gender identity or expression,

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

Representations and warranties

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

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

HILLCREST BUSINESS  
IMPROVEMENT ASSOCIATION

San Diego Pride

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

Glenn Younger  
HBA President

ADDRESS:

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

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

President

ADDRESS:

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

## Attachment A: Scope of Work

### SDP agrees to provide the following services concerning the Pride of Hillcrest Block Party:

- Pay all outstanding invoices owed to HBA relating to Pride of Hillcrest Block Party and the Pride Flag Monument at the signing of this agreement.
- Promote the event by including it in all promotions related to Pride Weekend Activities and work closely with HBA's Marketing Director to coordinate promotional efforts
- Provide an opportunity for recognition and statements by HBA from Hillcrest Flag Monument at Stonewall Rally and flag raising event
- Leverage all available logistics contracts related to Pride Weekend Activities to minimize costs relating to the Pride of Hillcrest Block Party event
- Allow HBA's event production company to engage and negotiate with existing sponsors of Pride Weekend Activities
- Agree not to sponsor or participate in any other events outside of Hillcrest on 7/12/13 during or after Pride of Hillcrest Block Party.
- Organize and manage the performers for the event to include at minimum four performers including a major "headline" act, to provide appropriate entertainment from the main stage. SDP shall be responsible for fulfilling all technical elements of the performance contracts including riders. Entertainment costs shall be paid as described above under "Expenses and Profits"

### HBA agrees to provide the following:

- Hire a logistics contractor as part of the event to:
  - work with Pride's logistics coordinator to ensure activities fit seamlessly into Saturday morning activities
  - provide all sponsor relations including soliciting sponsor support and finalizing agreements and details including media partnerships and in-kind donations
  - provide logistical support for the event leading up to and on the day of the event for all elements such as traffic control security, rental equipment, entertainment, set up, cleaning and breakdown
  - apply for and obtain all required permitting for the event including ABC licensing, City of San Diego Special Event permits, and County of San Diego health permits and provide assistance to government representatives throughout the planning and implementation of the event
- Engage Hillcrest entertainment venues to provide donations, joint cover opportunities, and entertainment and promotional support
- Jointly, with SDP, provide logistical support leading up to and on the day of the event for all elements such as traffic control security, rental equipment, entertainment, set up, cleaning and breakdown
- Provide all direct and indirect marketing for the event including developing promotional materials, advertising, and community outreach

- Developing online promotions campaign including a website and social networking tools to promote the event that will solely be branded as HBA and SDP. No third party marketing organizations, websites or publications will be afforded branding without the approval of the HBA and the SDP
- Manage all financial elements of the event and upon completion of the event provide SDP an accurate financial statement for the event
- Manage all accounting and record keeping including: book keeping, budget conformance, receipt and invoice generation, check payment, and developing reports
- Make available access to BIDC special event equipment for the event and all Pride Weekend Activities

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.