



Hillcrest Business Association
 Board of Directors Meeting
 Public Meeting
 November 8, 2011, 5pm
 Joyce Beers Center, 1230 Cleveland Ave., San Diego CA 92103

AGENDA

Call to order and introductions	N. Moede	2 minutes
Public comment (1 minute per speaker)		5 minutes
Reports:		
a) President's report	N. Moede	5 minutes
b) Executive Director's report	L. Weir	5 minutes
Consent items (action):		
a) Approval of minutes ¹	N. Moede	5 minutes
b) Approval of organizational financials ²		
Action items:		
a) Preliminary selection of firm to construct Pride Flag	M. Brennan	10 minutes
b) Agreement to contract with GSDBA Foundation to produce Hillcrest Mardi Gras	N. Moede	15 minutes
c) Volunteer agreement with Urban Green concerning Pride Flag project	N. Moede	10 minutes
Information items:		
a) Parking Committee report	N. Moede	5 minutes
b) Marketing Committee report	A. Capano	5 minutes
c) CityFest/Hoedown Committee report	J. Hale	5 minutes

Attachments:

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1. October 2011 minutes
 2. September 2011 financials
 3. Contract to install pride flag
 4. Contract with GSDBAF regarding Hillcrest Mardi Gras
 5. Contract with Urban Green for volunteer work



BOARD OF DIRECTORS MEETING MINUTES

Tuesday, October 11, 2011
Joyce Beers Community Center
1220 Cleveland Ave., San Diego, CA 92103

Board members in attendance: Ron Baranov, Amy Capano, Robert Grinchuk, Johnathan Hale, Pete Katz, Nick Moede, Michael Wright, Glenn Younger

Board members absent: Sean Cute, Jesse Thomas, Dalour Younan

Others in attendance: Reem Ali, Michael Brennan, Jillian DiCola, Darren Erb, Alissa Gabriel, David Larson, David Miller, Alonzo Ortiz, Matt Ryan, Nancy Younan

Staff in attendance: Mary Joseph, Ben Nicholls, Lisa Weir

- N. Moede called the meeting to order at 5:06 p.m.

President's report

- N. Moede reported that he met with the developers of the DMV lot and Senator Christine Kehoe concerning the Hillcrest Farmers Market. He also stated that a press event occurred with the San Diego Police Department and Councilmember Todd Gloria to recognize the new bikes donated by local business owners to the SDPD bike team. N. Moede announced that the Matthew Sheppard Vigil would occur following the board meeting along University Avenue. He also stated the Hillcrest Hoedown will be on Sunday, October 16, 2011.

Executive Director's report

- B. Nicholls reported that the staff is working to sell booth spaces for the Hillcrest Hoedown as well as extensive promotions for the day of the event. He stated that the permit for the Pride Flag has been submitted to the City of San Diego, that a major tree-trimming endeavor is taking place, and that he is working on applying for permits for the Hillcrest Farmers Market and Hillcrest Mardi Gras. He stated that the next General Member Meeting will be on November 30, 2011 at 5:30 pm and the topic of the meeting will be parking.

Informational items

- N. Moede stated that the Parking Committee does not have any new updates for the new contract for the Uptown Community Parking District, but as soon as the community groups have finished electing their representatives, the new group will move forward. He said the Parking Committee has been working on the validation program and is working on selecting a firm for parking promotions. He said that the next committee meeting is Tuesday, October 25 at 3:30 p.m. at the HBA Office.



- A. Capano stated the Marketing Committee is continuing to work on the Business Development Recruitment package with SDSU's business program, and recently began working on the beginning stages of a tourist industry "Hillcrest Walk" to better educate the tour guide and concierge community on the neighborhood of Hillcrest. She stated that the next Marketing Committee meeting will be on Monday, November 7 at 2 PM at Hale Media.
- J. Hale reported that television spots promoting the Hillcrest Hoedown began this morning, and that radio spots began on October 6. He reported that the Hoedown is at 79 percent of its vendor sales goal and that the beer garden must sell \$12,000 for the event to break even. J. Hale thanked N. Moede for donating over \$1,000 in sound equipment to the event.

Action items

- N. Moede presented the consent agenda, which included the September 2011 Board of Directors' meeting minutes and the August 2011 organizational financials.
 - Motion to approve the September 2011 Board of Directors meeting minutes and the August 2011 organizational financials. R. Grinchuk/ M.Wright. 8/0/0. The motion passed unanimously.
- N. Moede called for any remaining votes for the 2011-2012 Board of Directors and Hillcrest Business Representatives to the Uptown Community Parking District. L. Weir collected all remaining ballots and counted the votes with the City of San Diego representative A. Gabriel. N. Moede announced the Board of Directors and Hillcrest Business Representatives to the Uptown Community Parking District election results. He stated that enough votes had been cast for the election to be valid, that all candidates had enough votes to be elected.
 - Motion to accept the results of the election. G. Younger/ R. Baranov. 8/0/0. The motion passed unanimously. Elected were R. Ali, N. Behlman, M. Brennan, J. Dicola, and A. Ortiz.
- G. Younger nominated the following HBA Board of Director officer positions: N. Moede for President, M. Wright for Vice President, G. Younger for Treasurer, and S. Cute for Secretary.
 - Motion to accept the recommendations for HBA officer positions. G. Younger / J. Hale. 8/0/0. The motion passed unanimously.
- B. Nicholls presented the 2011 Annual Report.
- M. Wright stated that the HBA received proposals for stewardship of the 1984 Hillcrest Sign, he said that three proposals were offered of which one was late. Discussion occurred regarding each proposal.
 - Motion to table the approval of a proposal for the 1984 Hillcrest Sign stewardship until next board meeting. R. Baranov / R. Grinchuk. 10/0/1. N. Moede abstained. The motion passed.



The meeting adjourned at 6:12 p.m.

HBIA
Profit & Loss Budget vs. Actual
 July through September 2011

				TOTAL		
	Sep 11	Budget	Variance	Jul - Sep 11	Budget	Variance
Income						
40010 - City Fest Income	0.00	0.00		122,914.79	130,000.00	-7,085.21
40020 - Farmers Market	15,351.90	12,580.00	2,771.90	52,599.25	37,740.00	14,859.25
40030 - SBEP	2,705.06	0.00	2,705.06	2,705.06	0.00	2,705.06
40040 - MAD	4,961.57	9,334.00	-4,372.43	20,174.08	26,202.00	-6,027.92
40045 - MAD Reserve	0.00	1,083.00	-1,083.00	0.00	3,249.00	-3,249.00
40050 - BID	5,438.17	7,435.00	-1,996.83	20,838.74	25,055.00	-4,216.26
40060 - PROW	52.00			157.00		
40080 - Newsletter/Advertising	0.00	80.00	-80.00	0.00	240.00	-240.00
40120 - Interest	26.30	100.00	-73.70	128.75	300.00	-171.25
40135 - Hillcrest Hoedown	1,875.00			8,895.00		
40140 - Banner Space	0.00	300.00	-300.00	0.00	900.00	-900.00
40145 - Pride Flag	8,000.00			8,000.00		
40180 - Other Income	0.00	165.00	-165.00	0.00	495.00	-495.00
Total Income	38,410.00	31,077.00	7,333.00	236,412.67	224,181.00	12,231.67
Expense						
50000 - Personnel						
50005 - Salaries	11,414.00	9,966.00	1,448.00	31,234.01	29,898.00	1,336.01
50025 - Employer Taxes - Federal	882.21	820.00	62.21	2,398.42	2,460.00	-61.58
50030 - Employer Taxes - State	93.25	0.00	93.25	93.25	0.00	93.25
50035 - Health Insurance	0.00	525.00	-525.00	1,038.00	1,575.00	-537.00
50040 - Workers Comp Insurance	0.00	128.00	-128.00	0.00	384.00	-384.00
Total 50000 - Personnel	12,389.46	11,439.00	950.46	34,763.68	34,317.00	446.68
50045 - Operating						
50050 - Rent Office Space	723.00	725.00	-2.00	2,169.00	2,175.00	-6.00
50055 - Storage	145.00	150.00	-5.00	435.00	450.00	-15.00
50060 - Accounting	1,506.25	1,500.00	6.25	4,516.25	4,500.00	16.25
50065 - Audit	0.00	1,125.00	-1,125.00	0.00	1,125.00	-1,125.00
50070 - Equipment Purchase	0.00	225.00	-225.00	0.00	675.00	-675.00
50075 - Intern/Consultant	0.00	700.00	-700.00	2,545.00	2,100.00	445.00
50080 - Bank & Credit Card Charges	8.00	50.00	-42.00	51.38	150.00	-98.62
50085 - Repair and Maintenance	623.32	100.00	523.32	763.32	300.00	463.32
50090 - Office Supplies	293.56	266.00	27.56	650.72	798.00	-147.28
50095 - Postage and Delivery	0.00	42.00	-42.00	44.00	126.00	-82.00

HBIA
Profit & Loss Budget vs. Actual
 July through September 2011

				TOTAL		
	Sep 11	Budget	Variance	Jul - Sep 11	Budget	Variance
50100 · Printing/Photocopy	934.91	340.00	594.91	931.91	1,020.00	-88.09
50120 · Meetings	88.77	250.00	-161.23	108.93	750.00	-641.07
50125 · Legal	0.00	333.00	-333.00	0.00	999.00	-999.00
50130 · Telephone & Internet	627.90	445.00	182.90	1,396.92	1,335.00	61.92
50135 · Parking/Mileage	200.00	200.00	0.00	624.99	600.00	24.99
50140 · Depreciation	0.00	100.00	-100.00	173.30	300.00	-126.70
50330 · D & O / Liability Insurance	0.00	980.00	-980.00	1,027.90	2,940.00	-1,912.10
Total 50045 · Operating	5,150.71	7,531.00	-2,380.29	15,438.62	20,343.00	-4,904.38
51000 · Neighborhood/Promotion						
51520 · City Fest	17,791.72	0.00	17,791.72	91,007.72	87,000.00	4,007.72
51525 · Promotion/Marketing	0.00	1,250.00	-1,250.00	115.09	3,750.00	-3,634.91
51526 · Taste	200.00	0.00	200.00	200.00	0.00	200.00
51528 · Amazing High Heel Race	0.00			5,000.00		
51530 · Banners	0.00	502.00	-502.00	0.00	1,506.00	-1,506.00
51535 · Web Site	162.99	138.00	24.99	162.99	414.00	-251.01
51540 · Business Mixers	0.00	320.00	-320.00	510.13	960.00	-449.87
51545 · Newsletter	68.50	492.00	-423.50	1,158.03	1,476.00	-317.97
51555 · Farmer's Market	2,565.24	1,515.00	1,050.24	6,457.21	4,545.00	1,912.21
51570 · Hillcrest Hoedown.	599.58			649.58		
51575 · Pride Flag Project	8,000.00			8,000.00		
Total 51000 · Neighborhood/Promotion	29,388.03	4,217.00	25,171.03	113,260.75	99,651.00	13,609.75
53000 · Physical Improvements						
53125 · Hillcrest Sign Utilities/Maint.	52.66	100.00	-47.34	72.88	300.00	-227.12
53130 · Security	3,071.50	3,000.00	71.50	9,516.38	9,000.00	516.38
53135 · Street Cleaning	3,230.00	3,909.00	-679.00	9,690.00	11,727.00	-2,037.00
53137 · Pressure Washing	0.00	0.00	0.00	8,632.67	5,950.00	2,682.67
53150 · Dumpsters	303.87	300.00	3.87	1,087.61	900.00	187.61
53155 · Tree Trimming & Maintenance	1,157.00	1,946.00	-789.00	3,603.39	5,838.00	-2,234.61
53160 · Capital Projects	0.00	5,000.00	-5,000.00	5,000.00	10,000.00	-5,000.00
53165 · Contingency	0.00	4,558.00	-4,558.00	17,860.00	23,321.00	-5,461.00
Total 53000 · Physical Improvements	7,815.03	18,813.00	-10,997.97	55,462.93	67,036.00	-11,573.07
Total Expense	54,743.23	42,000.00	12,743.23	218,925.98	221,347.00	-2,421.02
	<u>-16,333.23</u>	<u>-10,923.00</u>	<u>-5,410.23</u>	<u>17,486.69</u>	<u>2,834.00</u>	<u>14,652.69</u>

HBIA
Balance Sheet
As of September 30, 2011

	Sep 30, 11
ASSETS	
Current Assets	
Checking/Savings	
10020 - CHASE - Checking	105,254.98
10035 - Comerica - Checking	190,000.00
10040 - CHASE - Money Market	
General	5,710.01
Pride Flag	12,966.49
Total 10040 - CHASE - Money Market	18,676.50
Total Checking/Savings	313,931.48
Accounts Receivable	
12000 - Accounts Receivable	4,156.00
Total Accounts Receivable	4,156.00
Other Current Assets	
10120 - BID Receivable	20,838.74
10125 - MAD Receivable	18,136.98
10130 - SBEP Receivable	2,705.06
10135 - City Fest Receivable	19,262.79
10145 - Farmers Market Receivable	11,277.49
10155 - Prepaid Expense	3,167.57
10165 - Workers Compensation Deposit	842.00
Total Other Current Assets	76,230.63
Total Current Assets	394,318.11
Fixed Assets	
10200 - Office Furniture & Equipment	13,139.00
10220 - Accumulated Depreciation	-11,752.60
Total Fixed Assets	1,386.40
TOTAL ASSETS	395,704.51
 LIABILITIES & EQUITY	

HBIA
Balance Sheet
As of September 30, 2011

	<u>Sep 30, 11</u>
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	1,500.00
Total Accounts Payable	<u>1,500.00</u>
Other Current Liabilities	
20230 · Sales Tax Payable	1,949.00
20245 · Pride Flag Deferred Revenue	7,000.00
21000 · Payroll Liabilities	
Vacation Payable	2,073.74
Total 21000 · Payroll Liabilities	<u>2,073.74</u>
Total Other Current Liabilities	<u>11,022.74</u>
Total Current Liabilities	<u>12,522.74</u>
Total Liabilities	12,522.74
Equity	
31100 · Unrestricted Net Assets	365,695.08
Net Income	17,486.69
Total Equity	<u>383,181.77</u>
TOTAL LIABILITIES & EQUITY	<u><u>395,704.51</u></u>

HBIA
Profit & Loss by Class
 July through September 2011

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
Income						
40010 - City Fest Income						
Beer & Wine	0.00	25,155.00	0.00	0.00	0.00	25,155.00
Booth	0.00	63,343.00	0.00	0.00	0.00	63,343.00
Grants						
SBEP City Services	0.00	9,262.79	0.00	0.00	0.00	9,262.79
Total Grants	0.00	9,262.79	0.00	0.00	0.00	9,262.79
Sponsorship						
All Seasons	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Brighter Concepts	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Carmel Partners	0.00	1,750.00	0.00	0.00	0.00	1,750.00
Coamerica	0.00	2,000.00	0.00	0.00	0.00	2,000.00
Coors	0.00	10,000.00	0.00	0.00	0.00	10,000.00
DCSS	0.00	500.00	0.00	0.00	0.00	500.00
Devcon	0.00	1,500.00	0.00	0.00	0.00	1,500.00
PETCO	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Scott Becker	0.00	404.00	0.00	0.00	0.00	404.00
Three Day Blinds	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Young's Market	0.00	3,000.00	0.00	0.00	0.00	3,000.00
Total Sponsorship	0.00	25,154.00	0.00	0.00	0.00	25,154.00
Total 40010 - City Fest Income	0.00	122,914.79	0.00	0.00	0.00	122,914.79
40020 - Farmers Market	52,599.25	0.00	0.00	0.00	0.00	52,599.25
40030 - SBEP	0.00	0.00	0.00	0.00	2,705.06	2,705.06
40040 - MAD	0.00	0.00	0.00	20,174.08	0.00	20,174.08
40050 - BID	0.00	0.00	20,838.74	0.00	0.00	20,838.74
40060 - PROW	157.00	0.00	0.00	0.00	0.00	157.00
40120 - Interest	128.75	0.00	0.00	0.00	0.00	128.75
40135 - Hillcrest Hoedown	8,895.00	0.00	0.00	0.00	0.00	8,895.00
40145 - Pride Flag	8,000.00	0.00	0.00	0.00	0.00	8,000.00
Total Income	69,780.00	122,914.79	20,838.74	20,174.08	2,705.06	236,412.67
Expense						
50000 - Personnel						
50005 - Salaries	19,853.03	0.00	8,868.14	0.00	2,512.84	31,234.01

HBIA
Profit & Loss by Class
 July through September 2011

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
50025 · Employer Taxes - Federal	1,527.79	0.00	678.41	0.00	192.22	2,398.42
50030 · Employer Taxes - State	93.25	0.00	0.00	0.00	0.00	93.25
50035 · Health Insurance	1,038.00	0.00	0.00	0.00	0.00	1,038.00
Total 50000 · Personnel	22,512.07	0.00	9,546.55	0.00	2,705.06	34,763.68
50045 · Operating						
50050 · Rent Office Space	1,168.00	0.00	1,001.00	0.00	0.00	2,169.00
50055 · Storage	435.00	0.00	0.00	0.00	0.00	435.00
50060 · Accounting	4,516.25	0.00	0.00	0.00	0.00	4,516.25
50075 · Intern/Consultant	2,545.00	0.00	0.00	0.00	0.00	2,545.00
50080 · Bank & Credit Card Charges	51.38	0.00	0.00	0.00	0.00	51.38
50085 · Repair and Maintenance	763.32	0.00	0.00	0.00	0.00	763.32
50090 · Office Supplies	418.82	0.00	231.90	0.00	0.00	650.72
50095 · Postage and Delivery	44.00	0.00	0.00	0.00	0.00	44.00
50100 · Printing/Photocopy	726.11	0.00	205.80	0.00	0.00	931.91
50120 · Meetings	108.93	0.00	0.00	0.00	0.00	108.93
50130 · Telephone & Internet	898.92	0.00	498.00	0.00	0.00	1,396.92
50135 · Parking/Mileage	624.99	0.00	0.00	0.00	0.00	624.99
50140 · Depreciation	173.30	0.00	0.00	0.00	0.00	173.30
50330 · D & O / Liability Insurance	702.90	0.00	325.00	0.00	0.00	1,027.90
Total 50045 · Operating	13,176.92	0.00	2,261.70	0.00	0.00	15,438.62
51000 · Neighborhood/Promotion						
51525 · Promotion/Marketing	115.09	0.00	0.00	0.00	0.00	115.09
51526 · Taste	200.00	0.00	0.00	0.00	0.00	200.00
51528 · Amazing High Heel Race	5,000.00	0.00	0.00	0.00	0.00	5,000.00
51535 · Web Site	162.99	0.00	0.00	0.00	0.00	162.99
51540 · Business Mixers	510.13	0.00	0.00	0.00	0.00	510.13
51545 · Newsletter	991.03	0.00	167.00	0.00	0.00	1,158.03
51555 · Farmer's Market	6,457.21	0.00	0.00	0.00	0.00	6,457.21
51570 · Hillcrest Hoedown.	649.58	0.00	0.00	0.00	0.00	649.58
51575 · Pride Flag Project	8,000.00	0.00	0.00	0.00	0.00	8,000.00
Total 51000 · Neighborhood/Promotion	22,086.03	0.00	167.00	0.00	0.00	22,253.03
51520 · City Fest						
Advertising	150.00	5,443.34	0.00	0.00	0.00	5,593.34
Ambulance	0.00	1,440.00	0.00	0.00	0.00	1,440.00

HBIA
Profit & Loss by Class
 July through September 2011

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
BID Crew & Equipment	0.00	2,381.33	0.00	0.00	0.00	2,381.33
City Fees (SDPD/Fire)	0.00	13,611.40	0.00	0.00	0.00	13,611.40
Cleaning Fees	0.00	699.50	0.00	0.00	0.00	699.50
Concessions	0.00	6,248.36	0.00	0.00	0.00	6,248.36
Entertainment	0.00	6,650.00	0.00	0.00	0.00	6,650.00
Equipment Rental	0.00	1,907.48	0.00	0.00	0.00	1,907.48
Event Management	0.00	9,990.03	0.00	0.00	0.00	9,990.03
Ice Trailer	0.00	660.66	0.00	0.00	0.00	660.66
Permits	0.00	464.00	0.00	0.00	0.00	464.00
Power	0.00	5,408.86	0.00	0.00	0.00	5,408.86
Promotions	0.00	1,274.31	0.00	0.00	0.00	1,274.31
Radios	0.00	285.00	0.00	0.00	0.00	285.00
Rentals	0.00	5,906.78	0.00	0.00	0.00	5,906.78
Safety Equipment	0.00	3,476.77	0.00	0.00	0.00	3,476.77
Security	0.00	6,176.54	0.00	0.00	0.00	6,176.54
Shuttle Services	0.00	1,195.73	0.00	0.00	0.00	1,195.73
Sound & Lights	0.00	6,140.00	0.00	0.00	0.00	6,140.00
Staging	0.00	4,920.00	0.00	0.00	0.00	4,920.00
Supplies/Printing	0.00	2,240.29	0.00	0.00	0.00	2,240.29
Toilets/Sinks	0.00	4,337.34	0.00	0.00	0.00	4,337.34
Total 51520 - City Fest	150.00	90,857.72	0.00	0.00	0.00	91,007.72
53000 - Physical Improvements						
53125 - Hillcrest Sign Utilities/Maint.	0.00	0.00	0.00	72.88	0.00	72.88
53130 - Security	0.00	0.00	0.00	9,516.38	0.00	9,516.38
53135 - Street Cleaning	2,422.50	0.00	4,166.70	3,100.80	0.00	9,690.00
53137 - Pressure Washing	0.00	0.00	3,401.67	5,231.00	0.00	8,632.67
53150 - Dumpsters	862.61	0.00	0.00	225.00	0.00	1,087.61
53155 - Tree Trimming & Maintenance	280.25	0.00	1,295.12	2,028.02	0.00	3,603.39
53160 - Capital Projects	5,000.00	0.00	0.00	0.00	0.00	5,000.00
53165 - Contingency	17,860.00	0.00	0.00	0.00	0.00	17,860.00
Total 53000 - Physical Improvements	26,425.36	0.00	8,863.49	20,174.08	0.00	55,462.93
Total Expense	84,350.38	90,857.72	20,838.74	20,174.08	2,705.06	218,925.98
	<u>-14,570.38</u>	<u>32,057.07</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>17,486.69</u>

CONTRATING AGREEMENT

November 18, 2011

This agreement is executed by Sunward Flag, a California corporation (hereinafter "Contractor") at 11626 La Colina Rd, San Diego, CA 92131 and Hillcrest Business Association (hereinafter "HBA"), whose address is 3737 Fifth Avenue San Diego, CA 92103, with respect to the following facts:

Recitals

- A. The City of San Diego, though not a party to this agreement is referred to in this agreement as "The City".
- B. Contractor is engaged in the business of providing construction services for flag poles.
- C. HBA desires to have Contractor provide specified services as outlined in Attachment #A.
- D. HBA has engaged with the property owner, The City of San Diego, by permit application to provide construction services outlined in Attachment #A.

The parties hereby enter into the following agreement:

Agreement

Please refer to Attachment # A for Scope of Work.

Fees and Payments

- A. HBA shall pay to Contractor the amount for service rendered pursuant to this agreement, per Attachment # A.

Other Considerations

Term and terminations.

The term of this agreement shall be one year from the date of its execution, and shall be automatically renewed for successive one year terms. Either party may cancel this Agreement at any time after date of signing, including within the first year hereof or any subsequent renewal year, upon 30 days written notice to the other party. If this Agreement is cancelled for any reason by either party, there will be no liability on the part of either party regarding this Agreement.

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 Hillcrest Business Association under this agreement to any third party. This agreement does not create a contractual relationship between the City or HBA and any third party.

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.

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. SubContractor 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 WHEREOF, the parties have executed this agreement
on _____, at _____, California.

**HILLCREST BUSINESS
ASSOCIATION**
By: Benjamin Nicholls
Executive Director
ADDRESS:
3737 Fifth Avenue
San Diego, California 92103
(619) 299-3330 Tel.
(619) 299-4230 Fax

CONTRACTOR
By: _____

Attachment # A Scope of Work

Service Area:

- The median and landscaped area at Normal St. and University Ave. in Hillcrest, San Diego.

Scope of work:

- Provide a 65' aluminum flagpole with winch operated internal halyard with stainless steel cable and all hardware and rigging.
- Provide all installation services for flagpole including foundation, excavation and formwork for perimeter of flagpole base, cast in place concrete foundation per manufacturers specifications.
- Provide full rigging, flagpole adjustment and finish work and placement of flag.
- Provide all engineering documents, containing foundation and flagpole calculations as required by permitting agencies signed and “wetstamped” by a California licensed engineer.
- Provide crane service to lift and set 65' flagpole.
- Provide a custom solar max nylon 20' x 30' six color LGBT rainbow flag with red bar at top in the 1979 style. Flag to be finished with roped header and special reinforcing.
- Work with HBA and other contractors hired by HBA concerning this project.
- HBA will provide City of San Diego Site Development Permit and construction permits for the project.

Fee Structure

HBA shall pay Contractor an amount not to exceed \$17,500 on a monthly basis for providing the services noted above.

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.

CONTRACTING AGREEMENT

November 8, 2010

This agreement is executed by Hillcrest Business Improvement Association, a California not for profit corporation (hereinafter referred to as "HBIA") whose address is 3737 Fifth Avenue #202, San Diego, CA 92103 and the Greater San Diego Business Association Charitable Foundation, a California not for profit corporation (hereinafter referred to as "GSBDAF"), whose address is c/o Abbas Jenson & Cundari, 1940 Fifth Avenue, Suite 300 San Diego, CA 92101.

The Hillcrest Mardi Gras event is an annual neighborhood street party that occurs in February or March in Hillcrest on University Avenue between Third and First Avenues to raise money for neighborhood improvements and LGBT college scholarships.

Agreement

Services to be provided:

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

Terms and termination:

This agreement concerns the Hillcrest Mardi Gras event to be held on February 21, 2012.

Insurance:

HBIA and GSDBACF agree to maintain insurance policies to cover the Mardi Gras event in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate and shall name each other as an additional insured.

Expenses and profits:

The profits and expenses for the Hillcrest Mardi Gras shall be apportioned in the following way:

- The GSDBACF and HBA shall split net profits from the event.
- Both organizations shall invest \$7,500 from the Mardi Gras 2012 event income as seed money for the 2013 event.

Ownership

The Hillcrest Mardi Gras is the property of HBIA and GSBDAF. Both organizations jointly own and produce the event, or any like event produced in Hillcrest on or around Mardi Gras by either organization.

Agreements with third parties

Any and all agreements with third parties concerning the Hillcrest Mardi Gras event must be disclosed by both parties. Any request for quote or request for bid must be approved by both parties before it is made available to potential responders. Any agreement entered into by either party concerning the Hillcrest Mardi Gras event 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

HBIA and GSDBAF 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. HBIA and GSDBAF are unaware of any financial or economic interest of any public officer or employee of the city of San Diego relating to this agreement. GSDBAF has been made aware of the HBIA's Conflict of Interest policy (Attachment D).

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

GSDBA Charitable Foundation

By: _____

By: _____

Nicholas Moede
HBA President

Stampp Corbin, President

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

ADDRESS:

Attachment A: Scope of Services

Attachment C: Scope of Work

GSDBA Charitable Foundation agrees to provide the following services concerning the Hillcrest Mardi Gras event:

- Jointly, with the HBA, 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.
- All sponsor relations including soliciting sponsor support and finalizing agreements and details including media partnerships and in-kind donations.
- Maintaining an accurate list of property owned by the event partnership.
- 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 HBIA and GSDBAF. No third party marketing organizations, websites or publications will be afforded branding without the approval of the HBIA and the GSDBAF.
- Provide all invoices and bills received to HBIA for payment.
- Be responsive and timely regarding requests of the HBIA concerning San Diego City and County and ABC permitting processes.

HBIA agrees to provide the following:

- Jointly, with the GSDBAF, 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.
- All accounting and record keeping including: book keeping, budget conformance, receipt and invoice generation, check payment, and developing reports.
- Provide access to BIDC special event equipment for the event if necessary.
- Install banners to promote the event throughout the neighborhood. Banners will be branded with sponsors only. No third party marketing organizations, websites or publications will be afforded branding without the approval of the HBIA and the GSDBAF.
- 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.

CONTRATING AGREEMENT

November 8, 2011

This agreement is executed by Urban Green, a California corporation (hereinafter "Contractor") at 111 W Pennsylvania Ave. San Diego, CA 92103 and Hillcrest Business Association (hereinafter "HBA"), whose address is 3737 Fifth Avenue San Diego, CA 92163, with respect to the following facts:

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 design services as outlined in attachment A.

The parties hereby enter into the following agreement:

Agreement

Please refer to Attachment # A for Scope of Work.

Fees and Payments

- A. Contractor shall provide services described in attachment #A at no cost.
- B. HBA agrees to pay an amount not to exceed \$1,200 to cover an "errors and omissions" insurance policy for work related to this pro-bono project. Payment shall occur within 30 days of receipt of a copy of the invoice from an insurance carrier or agent and a copy of a policy that is in effect and covers Contractor.

Other Considerations

Term and Terminations.

The term of this agreement shall be one year from the date of its execution, and shall be automatically renewed for successive one year terms. Either party may cancel this Agreement at any time after date of signing, including within the first year hereof or any subsequent renewal year, upon 30 days written notice to the other party. If this Agreement is cancelled for any reason by either party, there will be no liability on the part of either party regarding this Agreement.

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 Hillcrest Business Association under this agreement to any third party. This agreement does not create a contractual relationship between the City or HBA and any third party.

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 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.

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. Sub-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 a financial or economic interest of any public officer or employee of the City relating to this Agreement. HBA and Contractor will conform 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.

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 WHEREOF, the parties have executed this agreement
on _____, at _____, California.

**HILLCREST BUSINESS
ASSOCIATION**

CONTRACTOR

By:

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

By: _____

Attachment # A Scope of Work

Scope of Work:

- Provide all creative, design, and architectural services for the Hillcrest Pride Flag Monument.
- Assist with all permitting relating to Hillcrest Pride Flag Monument.
- Assist with construction relating to Hillcrest Pride Flag Monument

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.