

**BID Council
Management Grant Allocation
Contract Fiscal Year 2012**

This AGREEMENT for FY12 SBEP MANAGEMENT GRANT ALLOCATIONS is made by and between the BUSINESS IMPROVEMENT DISTRICT COUNCIL, a California nonprofit corporation and the BID MANAGEMENT CORPORATION, a California nonprofit corporation, listed below ["Contractor"].

Name of District: Mission Hills BID

**Legal name of Contractor (California nonprofit corporation):
Mission Hills Business Improvement District**

Address: PO Box 82172, San Diego CA 92138

Phone: 619.296.38100 Fax: 619.291.9383 E-mail: mhsdbid@aol.com

RECITALS

The City of San Diego has established the Small Business Enhancement Program ["SBEP"], pursuant to City Council Policy 900-15, with funding for this Program as described in the Policy, subject to the City Council's annual appropriation of funds to the Program.

Furthermore, City Council Policy 900-15 provides for direct support to BID management corporations whereby BID Council shall do the following:

Determine the formula or budget for distribution of BID support funds to the individual BID management corporations and provide a copy thereof to City;

Enter into this agreement with each BID Contractor for BID support funds

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, BID Council and the above- mentioned Contractor agree as follows:

ARTICLE I- EFFECTIVE DATE AND TERM

This Agreement shall be effective as of July 1, 2011 and continue until June 30, 2012. This Agreement may be extended through August 31, 2012 if approved by the City's Office of Small Business.

ARTICLE II- ADVANCES

The BID Council shall determine, through an agreement among its membership, how the SBEP funding (per City Council Policy 900-15) for Business Improvement District [BID] support is to be allocated among the individual BIDs, as outlined in Attachment B, **SBEP Management Grant Allocations** Allocation Policy ["Management Assistance Allocation Policy"]..

Upon execution of this Agreement, BID Council shall request that the City disburse the advances to the BID Management Corporations according to BID Council's allocation policy. BID Council shall provide to City a copy of the executed agreement with each individual BID management corporation. SBEP Funds will be advanced through the respective BID fund accounts maintained by the City. The advance of FY2012 funds is contingent upon receipt by City of a full accounting by Contractor of any BID management SBEP funds previously advanced to Contractor.

ARTICLE III- CONTRACTOR'S SCOPE OF SERVICES

The Contractor shall perform the services as outlined more fully in Attachment A, Scope of Services ["Scope of Services"] and, by this reference made part of this agreement Contractor must maintain all records pertaining to the receipt and use of SBEP funds and shall allow the City to audit these records. SBEP funds shall be accounted for and supporting documentation shall be submitted to the City on a monthly basis so that the advance and use of SBEP funds is fully accounted for within the term of this agreement.

ARTICLE IV-TERMINATION

If the Contractor fails to perform or adequately perform any obligation required by this Agreement, the Management Corporation's failure shall constitute a default.

If the Contractor fails to satisfactorily cure a default after receiving written notice from the BID Council or the City specifying the nature of the default and the time period in which to cure the default, the BID Council's Board of Directors may choose to cancel and/or terminate this Agreement immediately and will send written notice of the cancellation/termination to the City and to Contractor.

Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this Agreement and may result in debarment from City contracts for a period of not less than one year.

ARTICLE V-NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, first class, postage paid. When so given, such notice shall be effective from the date of mailing of same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Business Improvement District Council shall be addressed to:

Business Improvement District Council
Attention: Tiffany Sherer, CEO
110 West C Street, Suite 2112
San Diego, California 92101

Notice to the Contractor shall be addressed to:

Meredith Dibden Brown
Community Planning and Investment Department
City of San Diego
1200 Third Ave. Suite 1400
MS 56 A
San Diego, CA 92101

Contractor listed on first page of this contract.

Nothing herein contained shall preclude or render inoperative service or such notice in the manner provided by law.

ARTICLE VI - EQUAL EMPLOYMENT OPPORTUNITY

Contractor and each of its Subcontractors will comply with City's Council Ordinance No.18173, section 22.2701, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act, sections 12920-12921, and any other applicable Federal and State laws and regulations hereafter enacted. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

ARTICLE VII - MISCELLANEOUS PROVISIONS

A. CALIFORNIA LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The Contractor covenants and agrees to submit to the personal jurisdiction of any state court in the City of San Diego, State of California for any dispute, claim or matter arising out of or related hereto.

B. INTEGRATED AGREEMENT

This Agreement including Attachments and/or Exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged herein. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the Business Improvement District Council and the Contractor.

C. SEVERABILITY

The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.

D. WAIVER

The failure of the Business Improvement District Council to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

E. HEADINGS

All headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Business Improvement District Council and by the Contractor.

Dated this _____ day of _____, 2011

Business Improvement District Council, Inc.
W. Patrick Edwards, President



Tom Curl, President - Contractor Authorized Signature and Title

ATTACHMENT A- SCOPE OF SERVICES

Intended Use of Administrative Funds

Describe how the funds will be used in accordance with BID Council Policy for Management Assistance Grants.

The Management Assistance Grant will used to supplement the staff expenses for the organization.

ATTACHMENT B

SBEP Management Grant Allocation Policy

As authorized by the Board of Directors on November 18, 2010

Policy:

All properly contracted, non-profit management corporations in the City of San Diego, in good standing with the BID Council as of April 1 of the calendar year, shall receive one base grant (as set forth below) from the SBEP Management fund regardless of how many BID's they are contracted to manage in the City of San Diego. They will also receive a "per business" bonus grant equal to the total number of all business in all BID's managed by the management corporation.

Allocation Formula:

The Base Grant is \$14,000 per Non Profit Management Corporation.

The remaining funds are to be divided by the total number of business to create the "per business" bonus.

This formula may not be amended by the Board of Directors unless the "per business" bonus grant rate goes below \$6.00 per business.