Rick Lemmo,
President
Raul Porto,
Vice President
Helen McDonagh,
Treasurer
Joe Stitick,
Secretary
Phil Lanzafame
Brent Gardner

Downtown Glendale Association
Board of Directors Meeting
Tuesday, May 10th, 2016, 9:00 a.m.
100 N. Brand Blvd., 6th Floor Conference Room
Glendale, CA 92013

CLOSED SESSION WILL BE HELD ON ITEM 7, ONLY BOARD MEMBERS

AGENDA

1. **Introductions – President Rick Lemmo**

2. **Approval of February 25th, 2016 Board minutes** ***Action Item***

3. **Announcements, public comment**

4. **City Update on current projects:**
   a. New businesses and projects
   b. Update on Parking Contract
   c. Pending transfer of funds from City, second installment

5. **Determination if assessments will be adjusted for FY 2017** ***Action Item***

6. **Committee Reports:**
   (Executive Committee) – Rick Lemmo
   a. Review of updated Review of budget for YTD Fiscal Year 2016, ***Action Item***
   b. Issues regarding RFP for Admin and Public Relations (Admin to be discussed in Closed session)
   c. Status of Annual report, mailed out to all property owners
   d. Expansion of district or adjustment of boundaries, no report
   e. Consideration of support for an increase to parking meter rates
   The Parking Division is considering an increase in fees for parking meters and would like the support of the DGA Board. Fees are set to the market to achieve the proper balance of people parking on street (most coveted), in surface lots (mid-covet) and in parking garages (least coveted). Staff has determined an increase is warranted given the occupancy ratios of these three parking venues.
   Action Item

f. Other

(District Identity and Streetscape Improvements)

a. RFP for PR, based upon City Contract, authorization to issue, one received, issued again to collect more responses
b. Report from Committee meeting
c. Other

(SOBO)

a. Renting of new storage space from General Growth
b. Demonstration block;
c. Maryland Avenue improvements
d. Other

7. **CLOSED SESSION (only Board members to attend, no staff), TO DISCUSS PROCESS OF ISSUING ADMINISTRATION RFP IN DECEMBER 2015 FOR THREE YEAR PERIOD. CONSIDERATION TO RE-ISSUE RFP AND SET RFP SUBMITTAL DATES AND INTERVIEW OF CANDIDATES** ***Action Item***

8. **Reopen Closed Session, announce decisions, if any, to the public**

9. **Next Board 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. The Corporation posts all Board and Committee agendas at the meeting room door as well as the DGA office door. Action may not be taken on items not identified as such and posted on the agenda. Meeting facilities may be accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Ryan Huffman at 818 476-0120 x 420 at least 48 hours prior to the meeting***

downtown glendale association

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Downtown Glendale Association
Board of Directors Meeting
Thursday, February 25, 2016 – 10:00am
100 N Brand Blvd, 6th Floor Conference Room
Glendale, CA 91203 - www.downtownglendale.com

Present: Rick Lemmo/ Caruso Affiliated, Joe Stitick/ Investment Property Services, Helen McDonagh/ Massage Envy, Phil Lanzafame/City of Glendale, Brent Gardner/ General Growth, Jennifer McLain/City of Glendale

Absent: Raul Porto/Porto's Bakery

Staff: Marco Li Mandri, Nick Lemmo, and Ryan Huffman

Guests: Jennifer McLain/City of Glendale

MINUTES

MINUTES	*Discussion*	*Action Taken?*
Introductions	President Rick Lemmo called the meeting to order at 10:00 am	**No action taken**
Approval of November 11th, 2015 Board Minutes	The minutes of Nov 11th were reviewed.	**Brent moved and Helen seconded the approval of the minutes from the November 11th, Board meeting. The minutes were approved unanimously.**
Public Comments and Announcements	Rick Lemmo opened the floor to public comments and announcement.	**No action taken**

City Update on Current Projects	A. New Business and Projects- Eggslut will be moving in. The city is interested in changing how they use Maryland. B. Update on Parking Contract- Jennifer from city will contact Tad to get an update on cleaning the parking lots and will report back at next meeting. C. Transfer of Funds from City- The Board discussed the time schedule of the funds that are to be transferred to the DGA. The DGA has received roughly half of its budget and currently has a $70,000.00 pending transfer and will expect to receive the remaining amount in April.	**No Action taken**
EXECUTIVE COMMITTEE REPORT		
Annual Budget, FY 16	Marco gave an update on the status of the YTD financial report. Marco went through each Committee budget and the carry forward. Discussion followed.	**Helen moved and Brent seconded the approval of the rough draft YTD financial report. The motion was approved unanimously.**
Update on Farmers Market	Rick reviewed letters produced by Raw Inspirations and the DGA that will terminate the Farmers Market.	**Phil moved and Brent seconded approval to terminate the Farmers Market. The motion was approved unanimously.**
Annual Report to the Property Owners	Marco discussed the style and expected due date of the Annual Report to the property owners.	**No action taken.**
Improvements to Maryland Ave.	Nick discussed the current and future improvements to Maryland Ave. The DGA has replaced LED lights and is working with the city to get the power outlets fixed. He also discussed that the DGA will be adding Tables, Chairs, and Umbrella's. The DGA will also be	**No action taken.**

	adding Concrete Planters to the corners on Maryland Ave.	
Board Meeting Schedule	The Board acknowledged that they would continue to meet every 2-3 months.	**No action taken.**
Approval of New City America Contract for Administration, 2016-2019	Marco discussed the Executive Committees approval of the RFP for Administration. The Executive Committee had reviewed the applicants and was recommending that New City America continue with the contract. Phil stated that he had not seen the RFP and how it was distributed. Marco stated he would send all of the relevant information including the postings on the IDA and Calif. Main Street site, the applicants submitted and the RFP. Discussion followed.	**No action taken.**
DISI – MARKETING COMMITTEE		
Purchase of 12 Spring Displays	Nick gave an update on the purchase of 12 Spring Displays	**No action taken**
Purchase of 10 Tables, Chairs, and Umbrella's	Nick gave an update on the purchase of Tables, Chairs, and Umbrellas. He showed proposed locations and went over timetable. Discussion followed.	**No action taken**
RFP for PR	Marco reviewed and explained the process for the RFP for Public Relations. Phil requested that the RFP be sent to Judee Kendall at the Chamber of Commerce and the RFP contain added criteria.	**Helen moved and Brent seconded of the approval to send out the RFP after making Phil's recommended changes. The motion was approved unanimously.**

Update on Christmas Decorations	This topic was moved to next Board Meeting	**No action taken.**
SOBO Committee		
Agreement between NCPS and DGA for use of equipment for supplemental services	Nick discussed the agreement that was approved by the Executive Committee and the SOBO Committee to allow NCPS to reimburse the DGA for using the truck and pressure washer to conduct supplemental services.	**Brent moved and Phil seconded the approval for NCPS to reimburse the DGA. The motion was approved. Joe abstained.**
Next Meeting	The next meeting will be held at 9:00am on May 10th, 2016.	**No action taken.**

Minutes taken by Ryan Huffman, staff

Downtown Glendale Association

2016 DRAFT Budget 12/01/2015 - 04/30/2016

	April 2016	Dec 1, 15' - Apr 30, 16'	Year-to-Date		Annual Budget	
Income						
Assessment Income		508,127.92	508,127.92		900,478.00	
Carry Forward		129,001.19	129,001.19		129,001.19	
Non Assessment Revenue						
Interest Income	36.65	154.15	154.15			
Total Income	36.65	637,283.26	637,283.26		1,029,479.19	
Expense				% YTD		% Annual
Administration	April 2016	Dec 1, 15' - Apr 30, 16'	Year-to-Date	Budget	Annual Budget	Budget
Accounting Fees		0.00	1,666.67	0.00%	4,000.00	0.39%
Admin - Misc	30.21	243.52	416.67	24.35%	1,000.00	0.10%
Bank Charges	177.74	222.74	125.00	74.25%	300.00	0.03%
Board Meetings		197.49	208.33	39.50%	500.00	0.05%
Insurance Liability		5,233.43	2,500.00	87.22%	6,000.00	0.58%
Legal Fees		0.00	833.33	0.00%	2,000.00	0.19%
Memberships		800.43	833.33	40.02%	2,000.00	0.19%
Office Supplies	87.17	539.03	833.33	26.95%	2,000.00	0.19%
Postage	19.60	59.10	208.33	11.82%	500.00	0.05%
Printing & Copying	173.29	397.29	416.67	39.73%	1,000.00	0.10%
Staff Contract	11,083.00	55,415.00	55,416.67	41.67%	133,000.00	12.92%
Telecommunications	190.00	935.00	1,041.67	37.40%	2,500.00	0.24%
Travel		0.00	416.67	0.00%	1,000.00	0.10%
Total Administration	11,761.01	64,043.03	64,916.67	41.11%	155,800.00	15.13%
Business Attraction		0.00	8,333.33	0.00%	20,000.00	1.94%
Contingency		0.00	-		0.00	
Unallocated		0.00	18,408.00	0.00%	44,179.19	4.29%
DGM Expenses	20.00	246.12	-		0.00	
	20.00	246.12	26,741.33	0.38%	64,179.19	6.23%

		April 2016	Dec 1, 15' - Apr 30, 16'	Year-to-Date	% YTD Budget	Annual Budget	% Annual Budget
DISI							
	Advertising	198.87	1,850.51	4,166.67	18.51%	10,000.00	0.97%
	Annual Report		0.00	416.67	0.00%	1,000.00	0.10%
	Banners		4,245.75	2,083.33	84.92%	5,000.00	0.49%
	Glendale Arts Grant		0.00	18,750.00	0.00%	45,000.00	4.37%
	Mobile App		300.00	1,250.00	10.00%	3,000.00	0.29%
	Public Relations	1,500.00	9,000.00	8,333.33	45.00%	20,000.00	1.94%
	Rent, Parking, Utilities	1,775.00	6,111.14	6,250.00	40.74%	15,000.00	1.46%
	Seasonal Displays	2,516.54	24,822.63	25,000.00	41.37%	60,000.00	5.83%
	Special Events	10.00	2,830.85	4,166.67	28.31%	10,000.00	0.97%
	Chamber of Commerce		1,000.00	2,083.33	20.00%	5,000.00	0.49%
	City Events		0.00	6,250.00	0.00%	15,000.00	1.46%
	Jingle Bell Run		10,000.00	4,166.67	100.00%	10,000.00	0.97%
	Taste of DT Glendale		5,000.00	2,083.33	100.00%	5,000.00	0.49%
	Special Projects	40.20	9,125.04	10,416.67	36.50%	25,000.00	2.43%
	Videos		0.00	2,083.33	0.00%	5,000.00	0.49%
	Website		600.00	1,666.67	15.00%	4,000.00	0.39%
	Total DISI	6,040.61	74,885.92	99,166.67	31.46%	238,000.00	23.12%
SOBO							
	Landscape Architect		0.00	833.33	0.00%	2,000.00	0.19%
	Maintenance Provider	32,130.00	160,450.00	162,500.00	41.14%	390,000.00	37.88%
	Operations Director	10,000.00	46,666.64	50,000.00	38.89%	120,000.00	11.66%
	Public Space Maintenance	429.79	2,721.62	7,500.00	15.12%	18,000.00	1.75%
	Rent, Parking, Utilities	1,520.00	7,600.00	7,291.67	43.43%	17,500.00	1.70%
	SOBO Misc	443.08	1,947.82	2,083.33	38.96%	5,000.00	0.49%
	Capital Improvements		0.00	6,250.00	0.00%	15,000.00	1.46%
	Supplies	228.40	436.10	1,250.00	14.54%	3,000.00	0.29%
	Uniforms	291.75	529.96	416.67	53.00%	1,000.00	0.10%
	Total SOBO	45,043.02	220,352.14	238,125.00	38.56%	571,500.00	55.51%
	TOTAL EXPENSES	62,864.64	359,527.21	428,949.66	34.92%	1,029,479.19	100.00%

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April 18, 2016

Mr. Scott Ochoa
City Manager, City of Glendale

SUBJECT: Downtown Glendale Association (DGA) Position on Proposition N

Dear Scott:

I just wanted to take a moment to explain to you why the Downtown Glendale Association, as a non-profit district management corporation and key organization dedicated to economic development in the City, won't be taking an official position regarding Proposition N. While we understand that Proposition N will have a tremendously negative impact on the City revenues, we are cognizant that the DGA is a charitable public benefit non-profit corporation, and IRS statutes regulating such groups restrict "lobbying" or taking positions on candidates or initiatives, *(though some public benefit corporations act in this realm);*

It is for these reasons that we will not be bringing this issue to our Board for action. However, we also understand that we, as individual members of the Board, are in fact, allowed to take positions and oppose such initiatives, which I am confident that many of us will do as individual community members. I hope you understand our position and respect this situation. We, as individuals, will do our part to contribute to the debate that proposed "tax relief" initiatives result in declining essential services for the citizens of Glendale.

Sincerely,

Rick Lemmo
President, Downtown Glendale Association

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Rick Lemmo, *President*
Raul Porto, *Vice President*
Helen McDonagh, *Treasurer*
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April 16, 2016

Ms. Jennifer McClain
Economic Development Director
City of Glendale

SENT VIA E-MAIL: JeMcLain@glendaleca.gov

SUBJECT: Response to Ideas on Increase in Parking Meter Revenues within the Downtown Glendale Association (DGA) Boundaries

Dear Jennifer:

Thank you for raising the issue regarding increasing parking meter revenues in and around Brand Boulevard to our Board. It is our understanding that commencing in FY 16-17, that the City of Glendale intends to increase the hourly parking meter rates in Downtown Glendale beginning on July 1st, 2016. This new hourly rate would be in place from 8:00 a.m. to 8:00 p.m. on a daily basis. Increased rates will vary based upon various zones in Downtown, but also with regards to surface parking lots and the public parking structures.

As you stated, this would yield approximately $600,000.00 in additional revenues to the general fund beginning in FY 16-17. The City has asked for support from the Downtown Glendale Association's Board and we mentioned that this is something we would consider if the DGA could share in the incremental increase to fund new programs and public improvements within the District.

You stated further that you would need some type of letter of support by the end of April and that you would welcome our input on how to allocate a portion of those new-found revenues. With that in mind, we are proposing the following:

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ASSUMPTIONS

1. The growth of Downtown Glendale over the past 3 years is a strong trend which will continue if properly promoted and managed, which is the function and priority of the DGA Board.
2. The critical mass of retail, restaurants and residents in Downtown Glendale is creating new demand for office and retail spaces, yielding higher sales tax, property taxes, and utility taxes to the City.
3. The DGA Board and the City Council have a mutual interest in the continued rapid development of Downtown.
4. The parking-meter revenues currently go into the City general fund, but may be used, based upon Council action, as a source for funding public improvements in the Downtown area.
5. The City of Glendale and the general public will benefit from these additional revenues, and the City may collaborate with the DGA as facilitators for the public improvements.

SCOPE OF USE OF FUNDS

The DGA proposes to be a partner in the use and allocation of the parking meter funds within the boundaries of the DGA. We believe that the Council should act, based upon City staff recommendations, to allow the parking meter revenues to be used in the following ways:

1. Parking-meter funds should be used as a source of funding to improve the parking and overall mobility experience for customers visiting Downtown Glendale.
2. The DGA and the City should collaborate on capital improvement projects in Downtown, using parking meter funds as the source of project funding.
3. The allocation and prioritization of these funds should be done specifically by the DGA and City staff, based upon approved City policy.
4. The scope of acceptable uses of those parking increment funds should include the following:
   a. Replacing and introducing street signs, new pedestrian wayfinding and parking directional signage;
   b. Implementing a DGA valet program that would use City parking garages or private lots to simplify parking in the district;
   c. Providing *car-sharing* parking locations for customer drop-off and pick-up;
   d. Landscaping and beautifying areas adjacent to parking meters that improve the parking visitor's experience;
   e. Installing public art and decorative features to improve the public rights-of-way in Downtown;
   f. Developing new public spaces throughout Downtown to create a better urban environment for visitors, employees and residents alike;

g. Increasing maintenance services to mitigate the impacts of continued growth and public improvements allowable in this program;
h. Providing enhanced lighting and security in the evenings to ensure safe passage to and from parking spaces and parking lots;
i. Exploring the renewal of the current district to include the expansion of the CBD to include new areas, based upon the desire to extend the special-benefit services provided by the DGA;
j. Providing other services deemed appropriate to improve the parking experience in Downtown; and
k. Allowing the DGA a 15% administrative service fee for overseeing its allocation of the gross parking-increment revenues in any given year.

ALLOCATION OF FUNDS

In order to rapidly implement any and all of these proposals, the DGA requests that an amendment to its current agreement with the City for the implementation of the Downtown Glendale CBD, include the following:

1. Commencing in FY 16-17, the City is committed to a revenue-sharing program with the DGA, established with the anticipated increase in parking-meter revenues within the boundaries of the DGA.
2. The DGA shall be entitled to a minimum of $200,000 per year, based upon the anticipated incremental increase of $600,000 in FY 16-17. The first installment payment of $50,000, is to be made to the DGA at the end of the 1st quarter, payable in early October 2016.
3. The DGA shall be entitled to 33% of the parking increment revenues from FY 17-18 forward, to be determined by a quarterly review of the parking-revenue increment with the City.
4. The DGA shall be authorized, through its various Committees, to allocate these funds within the City Council's adopted **Scope of Services** listed on page 2.
5. The DGA shall provide an annual accounting of the expenses to the City within 90 days after the end of the City's fiscal year.

In conclusion, we are also very concerned about how the public will react to dramatic increases in parking costs and the impact that might have on Downtown businesses. Therefore, we are requesting that we work with City staff, prior to consideration by the City Council, to have a one year ramping up program, so the full increase is adjusted quarterly in FY 16-17, as compared to all at once.

Rick Lemmo
President
Downtown Glendale Association

Marco Li Mandri
Executive Director
Downtown Glendale Association

Cc: Scott Ochoa, City Manager

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Glendale, CA 91203
(818) 476-0120

REQUEST FOR PROPOSAL FOR PUBLIC RELATIONS FIRM – PROPOSALS DUE MAY 20TH, 2016

The Downtown Glendale Association (DGA), a public benefit non-profit corporation, which serves as the administrator of the Downtown Glendale Community Benefit District (CBD), is seeking a professional services contractor to provide public relations for the Association and its activities.

The contract period shall commence on or around June 1st, 2016 and end on May 31st, 2017, with options for renewal and extensions for up to a 3-year period. The contract amount shall not exceed $3,000 per (three thousand hundred dollars) month for that period of time, and could be adjusted based upon the level and quality of work performed.

The selected public relations firm shall be responsible to:

- promote introduction of new public space;
- promote special events and ongoing media relations for new development and business activities on behalf of the Association occurring in Downtown Glendale;
- work with the Association staff for social media (i.e., Facebook, Twitter, Instagram, Pinterest, etc.);
- develop strategies to put the DGA and its activities in the best light;
- work on the development of videos that promote the DGA;
- work with the Web manager to constantly update the website;
- develop relations with local and national print media and television media;
- develop advertising placement;
- respond to the media about issues that might arise within the district;
- provide talking points for media coverage; and
- write and distribute press releases on any and all issues affecting the DGA, etc.

The PR Firm will work directly with the Executive Director, his designee, the Chair of the District Identity Committee and the Committee as a whole.

Interested parties responding to this proposal shall include past and existing work on business districts, CBDs or BIDs in Southern California, including at least 3 references. PR firms within a 120-mile radius of Glendale shall be considered eligible for this RFP.

Four copies of a response, each in a sealed envelope, shall include a strategic plan outlining the scope of work listed above, and shall be submitted to the Association office by 5:00 p.m., Friday, May 20th, 2016 to:

Ms. Helen McDonagh - Chair of the District Identity and Streetscape Improvement Committee, Downtown Glendale Association
c/o 100 Brand Blvd., Ste 508, Glendale CA 91203

Or e-mail to responses and proposals to:

Marco Li Mandri, Executive Director at: marco@newcityamerica.com,

Any or all proposals may be rejected or accepted for any reason deemed appropriate by the Board of Directors. For more information, please contact Marco Li Mandri, Executive Director to the Board, at 888 356-2726.

GA PARTNERS AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this 30th day of March 2016, by and between GLENDALE ARTS, INC. ("Owner"), and DOWNTOWN GLENDALE ASSOCIATION ("GA Partner").

WHEREAS, GA Partner has determined to provide financial and/or other support for the GA Partners Program (Program) in exchange for certain promotional rights to be provided by Owner.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

1.0 Description.

1.1 Owner and GA Partners enter into this Agreement to connect GA Partners to and with the Alex Theatre, its loyal patrons, the community and the Owner's products and services.

Glendale Arts mission is to integrate the arts into the identity, growth and economic vitality of the City of Glendale by presenting programming and creating partnerships that benefit youth, patrons, artists, organizations and businesses in the community and at the Alex Theatre.

GA Partners is an Arts and Business program designed to provide benefits to businesses and organizations for supporting the arts. The benefits are delivered through Alex Theatre performances and events and Glendale Arts outreach, marketing and programs.

2.0 GA Partner's Obligations and Rights.

2.1 In consideration for the use of Owner's Trademarks and all other rights granted hereunder to GA Partner, GA Partner agrees to pay a fee ("Fee") to Owner in the total sum of Forty Five Thousand Dollars ($45,000) per year over two years on or before April 2016 and March 2017.

2.2 GA Partner shall have the right, at its own expense, to supplement Owner's advertising and publicity by developing its own advertising and/or public relations campaign promoting its participation as a GA Partner. GA Partner shall submit all such materials or details of such activities to Owner for its approval and if Owner does not approve or reject such materials in writing within three (3) business days after receipt thereof, then Owner shall be deemed to have approved such materials. Upon notice by Owner, the GA Partner will immediately withdraw any advertising or promotional material that is not in a form approved by Owner pursuant to this Section.

3.0 Owner's Obligations.

3.1 In consideration of the GA Partners Agreement, Owner shall provide GA Partner with the following benefits:

a. A maximum of four (4) tickets per performance for non-Downtown Glendale Association sponsored events at the Alex Theatre. Tickets can be used for promotional give-a-ways and marketing. Additional tickets can be provided pending event availability.
b. Recognition in marketing materials for Glendale Arts Productions and Co-Productions at the Alex Theatre, including (as of 9/23/15)
    a. Logo in season brochure (25,000 copies)
    b. *Alex90* Celebration (September 4, 2015) – DGA included as a Sponsor on banner, named in program, full page ad in program and thanked from podium
    c. *Antaeus at the Alex* (various dates June – August 2016)
    d. *Marilyn*! (Tribute to Marilyn Monroe) – July 2016
    e. *The Lost World* (July 10, 2016)
    f. Logo on Alex90 street pole banner on display on Brand Blvd from September 2015 – September 2016
c. Recognition as a lead sponsor in all marketing materials for the Open Arts & Music Festival (September 17, 2016 & September 2017) and FREE Community PopUp! events (Annual)
d. The Glendale Arts CEO and/or Director of Development and Community Services will present quarterly reports highlighting the activities and benefits of sponsorship. Both parties will meet as needed to determine if any adjustments need to be made in the benefits section of this agreement.

4.0 Additional GA Partners. Owner's recognition of GA Partner, does not preclude Owner from obtaining additional support and funding from other sources, including corporations, governmental agencies, foundations, and individuals, and such additional funders may also be credited as a GA Partners for events and campaigns advertising and promotional materials.

5.0 Cancellation. In the unlikely event that any event or campaign is cancelled, the Owner agrees to use its best efforts to reschedule the cancelled performance(s) or to allocate the appropriate portion of the Fee paid by the GA Partner to another mutually acceptable project of the Owner. Such cancellation shall not be considered a breach of this Agreement. If the parties cannot agree on another project and the cancellation is due to a reason within the reasonable control of the Owner, the Owner shall refund without undue delay the appropriate portion of the Fee paid by the GA Partner under this Agreement. If the parties cannot agree on another project and the cancellation is due to a reason beyond the control of the Owner (including but not limited to a force majeure event), the Owner will refund any portion of the Fee that has not already been spent or irrevocably committed. Where some portion of the Fee has been irrevocably committed, upon GA Partner's request, the Owner will provide evidence of the irrevocable commitment of the funds.

6.0 Termination. Either party will be entitled to terminate this Agreement by giving written notice to the other party in the event such other party commits a material breach of this Agreement, and, in the case of such a breach that is capable of remedy, does not remedy such breach within the required time. Owner will also be entitled to terminate this Agreement if GA Partner engages in activity, or there is a change in GA Partner's business practices, ownership, or products or services, that is not consistent with Owner's mission, policies or reputation or is not in the best interest of the community that the Owner serves. The required time (except for the payment of money or the obligation to withdraw promotional materials produced pursuant to Section 2.1) will be thirty (30) days of being given notice in writing specifying the breach or other reason for termination. In the case

of an obligation to pay money, the required time will be within seven (7) days following service of a written demand to pay any sum due, and in the case of materials produced in violation of Sections 2.3, the required time for remedying such breach will be within twenty-four (24) hours of being given written notice of breach. If the Owner terminates this Agreement based on a material breach by GA Partner, in addition to any other remedy it may have in law or equity, Owner shall not be obligated to refund any portion of the Fee paid by GA Partner or any in-kind donation received by it prior to the date of termination.

7.0 Confidentiality. The terms of this Agreement will be confidential and will not be disclosed by either party to any third-party other than to a legal and accounting advisor, as required by law, or to enforce this Agreement, without the other party's consent. This paragraph will survive the termination of this Agreement.

8.0 Force Majeure. If, by reason of any event of force majeure, either of the parties is delayed in or prevented from performing any of the provisions of this Agreement (other than the payment of money), then such delay or nonperformance will not be deemed a breach of this Agreement and no loss or damage will be claimed by either of the parties hereto by reason thereof; provided that the affected party shall notify the other party of the force majeure event within five (5) days of its occurrence. In the event of a force majeure event, the parties will promptly agree on a mutually acceptable schedule for performance of their respective obligations (to the extent affected by the force majeure event), taking into account the nature of the force majeure event. The term "force majeure" includes, but is not limited to, war, terrorism, fire, flood, or other casualty, labor disputes, the enactment of any law or regulation imposing a substantial material impediment to the performance of any of the obligations of the parties hereunder, or any other cause or event (whether of a similar or dissimilar nature) beyond the reasonable control of either of the parties.

9.0 Charitable Contribution. The Internal Revenue Service requires that donors obtain specific acknowledgements from donees, including a valuation of goods and services provided by the donee in return for the gift if the donor intends to take a charitable contribution tax deduction for the gift. The amount of the charitable contribution that is deductible for federal or state income tax purchases is limited to the excess of the value of the cash or property contributed over the value of the goods received and/or services provided. The GA Partner shall notify the Owner in writing if it intends to characterize the Fee paid by the GA Partner as a charitable contribution.

10.0 Indemnification. The Owner agrees to indemnify and hold GA Partner harmless from all claims or damages asserted by third parties caused by or arising out of Owner's creation and presentation of the Event. GA Partner agrees to indemnify and hold Owner harmless from all claims or damages asserted by third parties, except those asserted to be caused by the negligence of Owner, caused by or arising out of GA Partner's exercise of the benefits granted to it pursuant to this Agreement.

11.0 Warranties. The respective parties represent and warrant that it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person and that Owner's and GA Partner's Trademarks do not infringe the trademarks or trade name of any other person.

12.0 Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that GA Partner may assign this Agreement to any entity which acquires substantially all of its assets.

13.0 Governing Law. The terms and conditions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the state of California.

14.0 **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail.

If to Owner, to: Glendale Arts, 116 W. California Ave., Glendale, CA 91402.

If to GA Partner, to: DOWTOWN GLENDALE ASSOCIATION, 100 N. Brand Blvd., Suite 508, Glendale, CA 91203 or such other address as either party may designate in writing to the other party for this purpose.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

GA PARTNER

By: _____

Name: _____
DOWTOWN GLENDALE ASSOCIATION
100 N. Brand Blvd., Suite 508
Glendale, CA 91203

OWNER

By: _____

Elissa Glickman, CEO
Glendale Arts
116 W. California Ave.
Glendale, CA 91203

Invoice

GLENDALE ARTS™
www.GlendaleArts.org

Bill to:

Downtown Glendale Association
100 N. Brand Blvd., Suite 508
Glendale, CA 91203

Glendale Arts
116 West California Ave.
Glendale, CA 91203

818-552-2787 / (f) 818-241-2089
www.glendalearts.org

Contact: Elissa Glickman
818-552-2787 ext 14
eglickman@glendalearts.org

Invoice Date: 3/30/16
Invoice #: 16-DGAFY16

Due Upon Receipt

Description (Per Agreement)	
FY 16	
Glendale Arts Event & Promotions Sponsorship / Alex Theatre	$25,000.00
Open Arts & Music Festival Lead Sponsor	$20,000.00
TOTAL	**$45,000.00**