



Little Italy Association of San Diego – Finance Committee
Friday, November 18, 2022 at 11:00am
Zoom Virtual Meeting: <https://us02web.zoom.us/j/86336091108>
or call 1-669-900-6833 / Meeting ID: 863 3609 1108 / Password: 3898

- 1. Zoom Meeting Protocol & Introductions / Bryan Thompson, Chair**
 All participants will be put on mute during the topic presentation and then the moderator will unmute the microphones to take comments/feedback. Please keep comments directed to the topic being discussed.
- 2. Continuing Virtual Meetings Pursuant to AB 361** *Action Item* P. 3
 Find and determine that a state of emergency remains in effect at the state level, and that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- 3. Next Meeting:** _____
- 4. Non-Agenda: Public Comment & Announcements**
- 5. Review September 8, 2022 Minutes** *Action Item* P. 4-6
- 6. YTD Financials** *Action Item* P. 7-20
- 7. Instagram & GIF Little Italy Icons** *Action Item* P. 21-22
- 8. Cresci Settlement (NTE \$9,000)** *Action Item*
- 9. Gold Truck Engine Repair**
- 10. Recent Grants/Donations**
 - a. County of San Diego (\$40,000 / Piazza Costanza) P. 23-29
 - b. Kilroy Donation (\$20,000) P. 30
 - c. Little Italy Market (\$15,000 / Piazza della Famiglia)
 - d. Kaylan Thornhill (\$1,500 / Dog Park)
- 11. Little Italy Staff Holiday Bonus Allocation (NTE \$10,000)**
- 12. Employee Retention Tax Credit Update** P. 31-32
- 13. Amici Park Update**
- 14. General Liability Insurance Update**
- 15. Chief Executive Administrator Report**
- 16. Old Business – Add or Remove Items**
It is the practice of the LIA to formally request that an item under Old Business be pulled from the Agenda and placed on a future Agenda for Discussion and/or Action.
 - a. San Diego Unified School District State Street Water Meter Update
- 17. Adjournment** *Action Item*

LITTLE ITALY ASSOCIATION OF SAN DIEGO

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 2210 Columbia Street, San Diego, CA 92101 and on the LIA website. 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 Chris Gomez at 619-233-3898 or via email at chris@littleitalysd.com at least 48-hours prior to the meeting. **VIRTUAL MEETING / COVID-19.** Due to precautions associated with COVID-19 and following current state law (AB 361) regarding the Brown Act, all LIA Board and Committee meetings, until further notice, will be held by teleconference only. Members of the public can listen and participate in meetings over the phone and through the internet.

AB 361 Overview
9/30/2021

On September 16, 2021, AB 361 was adopted on an urgency basis (AB 361, section 9) meaning it has immediate effect. Shortly thereafter, Governor Newsome issued an executive order delaying implementation until October 1. After October 1 and through January 1, 2024 (when the bill sunsets), bodies subject to the Brown Act can continue to meet electronically (without the need to allow the public to participate from a physical location) after making specific findings and subject to added requirements.

Findings

A body subject to the Brown Act may continue to meet virtually when:

- 1) **it is meeting during a proclaimed state of emergency AND**
- 2) **either: state or local officials have imposed or recommended measures to promote social distancing OR the body is meeting to determine or has determined by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.**

Thereafter, at least every 30 days the body must make the following findings by majority vote:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.
- (B) Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing

Additional Requirements

In addition to requirements established under the Governor's Executive Orders, public entities that continue to meet virtually must also:

- Allow real-time public comment; may not require public comments to be submitted in advance.
- Allow people to register (get in line) to give public comment during the entire public comment period for a given item.
- Suspend any action in the event of a service interruption. If there is a disruption (within the agency's control) that prevents broadcast of the meeting or prevents the public from providing comments, the body may not take actions until service is restored or those actions may be challenged.



Little Italy Association of San Diego – Finance Committee
Tuesday October 11, 2022, at 9:30am Zoom Virtual Meeting:
<https://us02web.zoom.us/j/87386704075> or call 1-669-900-6833
Meeting ID: 873 8670 4075 / Password: 3898

Committee Bryan Thompson, Lou Palestini, Danny Mocerri, Jeri Keiller, Catt White, Rich Gustafson

Staff Marco Li Mandri, Chris Gomez, Dianne Serna De León, Rosie DeLuca

MINUTES

<i>Item</i>	<i>Discussion</i>	<i>Action Taken?</i>
1. Introductions-Bryan Thompson, Chair	The meeting was called to order at 09:30am.	No action taken
2. Continuing Virtual Meetings Pursuant to AB 361	2. Chris stated that the Board and Committee need to ratify a vote during each meeting that states that we will continue to meet via Zoom until The Board and Committee are comfortable with resuming in-person meetings.	2. Luke Vinci moved to accept the vote to continue meeting via Zoom. Danny Mocerri seconded the motion. Unanimously approved.
3. Next Meeting	3. The next Finance Committee Meeting will be held on Friday, November 18, 2022, at 11:00am	3. The date and time of the meeting were approved by consensus.
4. Non-Agenda: Public Comments & Announcements	4. Nothing to report	4. No action taken
5. Review September 8, 2022, Minutes	5. The minutes from September 8, 2022, were reviewed.	5. Jeri Keiller moved to accept the minutes. Steve Galasso seconded the motion. Unanimously approved.
6. YTD Financials	6. Jeri Keiller gave an update on the YTD Financials on pages 6-19 of the	6. Danny Mocerri moved to accept the

	packet.	YTD Financials. Bryan Thompson seconded the motion. Jeri Keiller abstained. Motion passes.
7. Our Lady of the Rosary Zoom AV Installments	7. Chris presented a quote from Technology Management Group on page 20, for a Zoom AV Installment for Our Lady of the Rosary.	7. Bryan Thompson moved to approve the quote. Danny Mocerri seconded the motion. Unanimously approved.
8. Torrey Pines \$150K Loan	8. Chris asked the committee for their recommendation regarding the Torrey Pines Loan for \$150,000.	8. Danny Mocerri moved to not move forward with the loan. Bryan Thompson seconded the motion. Unanimously approved.
9. Cresci Property Damage Claim Update	9. Chris shared that we will be covering the costs of the Cresci Property Damage through LIA's Insurance.	9. No action taken
10. Employee Retention Tax Credit Update	10. Chris, Jeri, Rosie DeLuca and Dianne Serna De León, met to determine what information is needed to complete the ERTC questionnaire. Chris will complete and submit the questionnaire this week.	10. No action taken
11. Amici Park Update	11. Chris shared the Income Expense Report for Casino night on pages 23-24. We anticipate a net of \$1,000 for The State of the Neighborhood.	11. No action taken
12. General Liability Insurance Update	12. Marco gave an update on LIA's General Liability Insurance.	12. No action taken
13. Chief Executive Administrator Report	13. Marco commented on the rising number of Gaslamp Sidewalk Vendors.	13. No action taken
14. Old Business	14. Danny Mocerri suggested that we observe when repairs are being made to ensure quality work is being done. Lou Palestini asked if the Association would display Ukrainian flags on India	14. No action taken

	and Date Street. Chris stated that 4 Ukrainian flags will be purchased and placed on the corners.	
15. Adjournment	15. Meeting Adjourned	15. Danny Mocerri moves to adjourn the meeting. Luke Vinci seconded the motion. Unanimously approved.

Minutes taken by Dianne T. Serna De León, Staff

Balance Sheet

As of September 30, 2022

	Sep 30, 22	Sep 30, 21
ASSETS		
Current Assets		
Checking/Savings		
BID Acct / Torrey Pines	-187.97	12,758.43
Programs Acct / Torrey Pines	158,504.09	248,795.17
Mercato / Torrey Pines	50,178.94	17,765.87
Parking District / Torrey Pines	129,284.01	195,019.10
MAD Acct / Torrey Pines	177,789.79	32,958.86
Payroll Acct / Torrey Pines	16,728.43	49,805.57
Savings Acct / Torrey Pines	277,633.33	174,891.27
Total Checking/Savings	809,930.62	731,994.27
Accounts Receivable		
Accts Rec - BID	589.35	0.00
Accts Rec - MAD	3,600.00	287,448.22
Accts Rec - Parking District	310,479.91	131,641.88
Accts Rec - Programs	21,590.34	21,344.02
Total Accounts Receivable	336,259.60	440,434.12
Other Current Assets		
Endowment Fund	13,202.18	13,202.18
Undeposited Funds	1,538.20	0.00
Total Other Current Assets	14,740.38	13,202.18
Total Current Assets	1,160,930.60	1,185,630.57
Fixed Assets		
Machinery and Equipment	127,331.00	127,331.00
Improvements-Building/Nursery	56,777.00	56,777.00
Auto/Transport Equipment	106,215.00	106,215.00
Program Equipment	12,000.00	12,000.00
Improvements	2,400.00	0.00
Website design	10,400.00	10,400.00
Accumulated depreciation	-238,004.17	-195,378.41
Total Fixed Assets	77,118.83	117,344.59
Other Assets		
Rent deposit	8,450.73	797.62
Total Other Assets	8,450.73	797.62
TOTAL ASSETS	1,246,500.16	1,303,772.78
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable - BID	2,367.55	0.00
Accounts Payable - Programs	17,045.59	50,419.52
Accounts Payable - Mercato	505.63	3,363.23
Accounts Payable - Parking Dist	5,037.75	-500.00
Accounts Payable - MAD	772.76	34,146.52
Total Accounts Payable	25,729.28	87,429.27
Other Current Liabilities		
Payable to New City America	19,628.50	2,000.00
Unearned rent on deposit	2,124.75	0.00
Unearned Grants	0.00	35,000.00
Bollard Advance	107,461.75	168,302.94
Accrued Interest Liability	1,016.00	1,016.00
Second PPP Loan	0.00	274,105.00
Payroll Liabilities		
Federal	0.00	4,340.44
Payroll Liabilities - Other	28.04	0.00
Total Payroll Liabilities	28.04	4,340.44

Balance Sheet

As of September 30, 2022

	Sep 30, 22	Sep 30, 21
Garnishments	0.00	70.18
Total Other Current Liabilities	130,259.04	484,834.56
Total Current Liabilities	155,988.32	572,263.83
Long Term Liabilities		
EIDL LOAN	148,475.73	148,475.73
Loan Payable #3 F-150 V8	0.00	2,969.44
Loan Payable #4 F-150 V6	0.00	2,947.43
Total Long Term Liabilities	148,475.73	154,392.60
Total Liabilities	304,464.05	726,656.43
Equity		
Net unrestricted assets	576,528.59	576,528.59
Fund balance - BID	336,771.35	0.00
Net Income	28,736.17	587.76
Total Equity	942,036.11	577,116.35
TOTAL LIABILITIES & EQUITY	1,246,500.16	1,303,772.78

Profit & Loss

July through September 2022

Accrual Basis

	BID	MAD	Maintenance No...	Total Parking District	Programs & Ope...	TOTAL
Income						
PROGRAM INCOME	0.00	0.00	5,000.00	0.00	74,355.52	79,355.52
BID INCOME	30,681.98	0.00	0.00	0.00	0.00	30,681.98
MAINTENANCE DISTRICT INCOME	0.00	303,446.75	0.00	0.00	0.00	303,446.75
MAINTENANCE NON-ASSESS INC...	0.00	0.00	37,847.50	0.00	0.00	37,847.50
MERCATO INCOME	0.00	0.00	0.00	0.00	234,035.00	234,035.00
PARKING DISTRICT INCOME	0.00	0.00	0.00	131,126.29	0.00	131,126.29
PARKING DISTRICT REVENUES	0.00	0.00	0.00	29,368.48	0.00	29,368.48
Total Income	30,681.98	303,446.75	42,847.50	160,494.77	308,390.52	845,861.52
Gross Profit	30,681.98	303,446.75	42,847.50	160,494.77	308,390.52	845,861.52
Expense						
OFFICE OPERATIONS	9,763.96	45,570.15	0.00	0.00	13,680.02	69,014.13
LANDSCAPE OPERATIONS	0.00	18,273.56	0.00	0.00	0.00	18,273.56
ASSESS DIST OPERATIONAL EXP	0.00	34,769.83	49.46	0.00	268.50	35,087.79
PERSONNEL EXPENSE	0.00	205,235.22	-4,777.50	-3,811.20	3,940.00	200,586.52
ACCOUNTANT EXPENSE ENTRIES	0.00	0.00	6,090.27	0.00	4,862.01	10,952.28
PROGRAM EXPENSE	0.00	0.00	13,642.13	0.00	86,073.44	99,715.57
Maintenance Personnel	0.00	0.00	-9,636.00	0.00	755.31	-8,880.69
NCA Management	15,000.00	6,000.00	0.00	0.00	55,740.00	76,740.00
Office Operational	0.00	623.89	5,552.50	0.00	880.00	7,056.39
Consulting Services	8,250.00	0.00	0.00	0.00	0.00	8,250.00
MERCATO EXPENSE	0.00	0.00	0.00	0.00	135,229.95	135,229.95
PARKING DISTRICT EXPENSE	0.00	0.00	0.00	162,735.64	0.00	162,735.64
Total Expense	33,013.96	310,472.65	10,920.86	158,924.44	301,429.23	814,761.14
Net Income	-2,331.98	-7,025.90	31,926.64	1,570.33	6,961.29	31,100.38

11:28 AM

10/11/22

Accrual Basis

Little Italy Association of San Diego
BID Profit & Loss Budget Performance
September 2022

	Sep 22	Budget	Jul - Sep ...	YTD Bud...	Annual B...
Income					
BID INCOME					
Carry-forward	0.00	0.00	0.00	0.00	6,213.31
BID Dues	0.00	0.00	600.00	0.00	0.00
BID Disbursements	15,334.74	10,500.00	30,081.98	31,500.00	126,000.00
Total BID INCOME	<u>15,334.74</u>	<u>10,500.00</u>	<u>30,681.98</u>	<u>31,500.00</u>	<u>132,213.31</u>
Total Income	<u>15,334.74</u>	<u>10,500.00</u>	<u>30,681.98</u>	<u>31,500.00</u>	<u>132,213.31</u>
Gross Profit	15,334.74	10,500.00	30,681.98	31,500.00	132,213.31
Expense					
OFFICE OPERATIONS					
Accounting	0.00	333.33	2,000.00	999.99	3,999.96
Computer Service	0.00	375.00	957.00	1,125.00	4,500.00
Dues & subscriptions	0.00	125.00	900.00	375.00	1,500.00
Insurance	0.00	333.33	999.99	999.99	3,999.96
Office supplies	367.55	575.00	1,697.82	1,725.00	6,900.00
Printing	0.00	41.67	0.00	125.01	500.04
Phone & Internet	182.82	216.67	550.14	650.01	2,600.04
Postage	0.00	83.33	1,159.01	249.99	999.96
Rent	500.00	500.00	1,500.00	1,500.00	6,000.00
Web Maintenance	0.00	166.67	0.00	500.01	2,000.04
Total OFFICE OPERATIONS	<u>1,050.37</u>	<u>2,750.00</u>	<u>9,763.96</u>	<u>8,250.00</u>	<u>33,000.00</u>
NCA Management					
Staff Administration	5,000.00	5,000.00	15,000.00	15,000.00	60,000.00
Total NCA Management	<u>5,000.00</u>	<u>5,000.00</u>	<u>15,000.00</u>	<u>15,000.00</u>	<u>60,000.00</u>
Consulting Services					
PR	2,750.00	2,750.00	8,250.00	8,250.00	33,000.00
Total Consulting Services	<u>2,750.00</u>	<u>2,750.00</u>	<u>8,250.00</u>	<u>8,250.00</u>	<u>33,000.00</u>
Contingency	0.00	517.78	0.00	1,553.34	6,213.31
Total Expense	<u>8,800.37</u>	<u>11,017.78</u>	<u>33,013.96</u>	<u>33,053.34</u>	<u>132,213.31</u>
Net Income	<u><u>6,534.37</u></u>	<u><u>-517.78</u></u>	<u><u>-2,331.98</u></u>	<u><u>-1,553.34</u></u>	<u><u>0.00</u></u>

11:30 AM

Little Italy Association of San Diego MAD Profit & Loss Budget Performance

10/11/22

Accrual Basis

September 2022

	Sep 22	Budget	Jul - Sep 22	YTD Budget	Annual Budget
Income					
MAINTENANCE DISTRICT INCOME					
MAD Assessments	101,148.91	101,550.50	303,446.75	304,651.50	1,218,606.00
MAD Gas Tax	0.00	326.33	0.00	979.03	3,916.00
MAD General Benefit Income	0.00	4,002.92	0.00	12,008.72	48,035.00
MAD City Administration	0.00	-291.66	0.00	-875.06	-3,500.00
MAD Spec Dist Lighting	0.00	-2,916.66	0.00	-8,750.06	-35,000.00
MAD Delinquency Factor 1.5%	0.00	-1,522.50	0.00	-4,567.50	-18,270.00
Total MAINTENANCE DISTRICT INCOME	101,148.91	101,148.93	303,446.75	303,446.63	1,213,787.00
Total Income	101,148.91	101,148.93	303,446.75	303,446.63	1,213,787.00
Gross Profit	101,148.91	101,148.93	303,446.75	303,446.63	1,213,787.00
Expense					
OFFICE OPERATIONS					
Accounting	0.00	416.66	2,600.00	1,250.06	5,000.00
Computer Service	0.00	583.33	0.00	1,750.03	7,000.00
Insurance	0.00	10,416.66	26,152.30	31,250.06	125,000.00
Office supplies	427.91	833.33	1,367.12	2,500.03	10,000.00
Payroll Service	391.89	416.66	1,308.73	1,250.06	5,000.00
Rent					
Storage	814.00	833.33	2,442.00	2,500.03	10,000.00
Rent - Other	3,900.00	3,333.33	11,700.00	10,000.03	40,000.00
Total Rent	4,714.00	4,166.66	14,142.00	12,500.06	50,000.00
Repairs & Maintenance	0.00	500.00	0.00	1,500.00	6,000.00
Utilities	0.00	291.66	0.00	875.06	3,500.00
Total OFFICE OPERATIONS	5,533.80	17,624.96	45,570.15	52,875.36	211,500.00
LANDSCAPE OPERATIONS					
Nursery & Landscape Supplies	3,294.85	2,166.67	5,959.65	6,499.97	26,000.00
Tree Supplies & Services	2,232.13	2,083.33	4,728.16	6,250.03	25,000.00
Outside Landscaping Service	0.00	83.33	0.00	250.03	1,000.00
Tools & Equipment	0.00	333.33	543.11	1,000.03	4,000.00
Dumpster	205.00	166.66	333.00	500.06	2,000.00
Uniforms	0.00	416.66	0.00	1,250.06	5,000.00
Equipment Rental	2,168.67	208.33	6,709.64	625.03	2,500.00
Total LANDSCAPE OPERATIONS	7,900.65	5,458.31	18,273.56	16,375.21	65,500.00
ASSESS DIST OPERATIONAL EXP					
MAD / BID OPERATIONS					
Dumpster	2,442.25	2,500.00	7,326.75	7,500.00	30,000.00
Tools & Equipment	0.00	125.00	323.36	375.00	1,500.00
Auto expenses	1,113.70	1,000.00	1,989.80	3,000.00	12,000.00
Gas & electricity	349.13	500.00	1,339.14	1,500.00	6,000.00
Gasoline	4,145.78	2,333.33	10,508.98	7,000.03	28,000.00
Equipment Rentals	0.00	83.33	0.00	250.03	1,000.00
Cell Phones / Radios	244.00	400.00	732.00	1,200.00	4,800.00
Electrical Work/Street Lights	0.00	83.33	0.00	250.03	1,000.00
Water	2,516.84	1,333.33	3,429.94	4,000.03	16,000.00
Uniforms	0.00	583.33	0.00	1,750.03	7,000.00
Cleaning & Janitorial Supplies	3,607.77	2,916.66	8,486.71	8,750.06	35,000.00
Total MAD / BID OPERATIONS	14,419.47	11,858.31	34,136.68	35,575.21	142,300.00
PRESSURE-WASHING OPERATIONS					
Tools & Equipment	0.00	83.33	0.00	250.03	1,000.00
Pressure Washer / Water Trailer	96.93	416.66	633.15	1,250.06	5,000.00
Total PRESSURE-WASHING OPERATIONS	96.93	499.99	633.15	1,500.09	6,000.00
Total ASSESS DIST OPERATIONAL EXP	14,516.40	12,358.30	34,769.83	37,075.30	148,300.00

11:30 AM

Little Italy Association of San Diego
MAD Profit & Loss Budget Performance
September 2022

10/11/22

Accrual Basis

	Sep 22	Budget	Jul - Sep 22	YTD Budget	Annual Budget
PERSONNEL EXPENSE					
EE MEDICAL CONTRIBUTION					
Consultant Salary Expense	0.00		2,383.25		
EE MEDICAL CONTRIBUTION - Other	-582.67		-1,165.34		0.00
Total EE MEDICAL CONTRIBUTION	-582.67		1,217.91		0.00
Office Administrator					
Health/Dental Insurance	60.31	0.00	180.93	0.00	0.00
Payroll Taxes	117.25	0.00	234.50	0.00	0.00
WC Insurance	12.58	0.00	25.11	0.00	0.00
Salary Expense	2,115.38	1,800.00	5,592.24	5,400.00	21,600.00
Total Office Administrator	2,305.52	1,800.00	6,032.78	5,400.00	21,600.00
Landscape Crew					
Salary Expense	11,187.38	23,200.00	35,523.11	69,600.00	278,400.00
Health/Dental Insurance	1,383.08	0.00	4,075.51	0.00	0.00
WC Insurance	924.50	0.00	4,424.11	0.00	0.00
Payroll Taxes	885.60	0.00	2,977.20	0.00	0.00
Total Landscape Crew	14,380.56	23,200.00	46,999.93	69,600.00	278,400.00
Maintenance Crew					
Salary Expense	30,553.31	43,000.00	90,416.60	129,000.00	516,000.00
Payroll Taxes	2,540.74	0.00	7,632.58	0.00	0.00
WC Insurance	2,164.45	0.00	10,509.12	0.00	0.00
Health/Dental Insurance	5,087.46	0.00	14,436.03	0.00	0.00
Total Maintenance Crew	40,345.96	43,000.00	122,994.33	129,000.00	516,000.00
Pressure-Washing Crew					
Salary Expense	7,167.22	9,583.33	22,819.91	28,750.03	115,000.00
Payroll Taxes	638.71	0.00	1,862.46	0.00	0.00
WC Insurance	529.23	0.00	2,085.27	0.00	0.00
Health/Dental Benefits	368.31	0.00	1,222.63	0.00	0.00
Total Pressure-Washing Crew	8,703.47	9,583.33	27,990.27	28,750.03	115,000.00
Total PERSONNEL EXPENSE	65,152.84	77,583.33	205,235.22	232,750.03	931,000.00
NCA Management					
Staff Administration	2,000.00	2,000.00	6,000.00	6,000.00	24,000.00
Total NCA Management	2,000.00	2,000.00	6,000.00	6,000.00	24,000.00
Office Operational					
Employee Screening Services	345.95	133.33	623.89	400.03	1,600.00
Total Office Operational	345.95	133.33	623.89	400.03	1,600.00
Total Expense	95,449.64	115,158.23	310,472.65	345,475.93	1,381,900.00
Net Income	5,699.27	-14,009.30	-7,025.90	-42,029.30	-168,113.00

11:31 AM

Little Italy Association of San Diego

10/11/22

Maintenance Non-Assessment Profit & Loss Budget Performance

Accrual Basis

September 2022

	Sep 22	Budget	Jul - Sep 22	YTD Budget	Annual Bud...
Income					
PROGRAM INCOME					
NCA Fundraising (Sponsorships)	0.00		2,000.00		
Sponsors	0.00	1,000.00	3,000.00	3,000.00	12,000.00
Total PROGRAM INCOME	0.00	1,000.00	5,000.00	3,000.00	12,000.00
MAINTENANCE NON-ASSESS INCOME					
Mercato Services	5,000.00	5,000.00	15,000.00	15,000.00	60,000.00
Other Income / Special Events	0.00	600.00	0.00	1,800.00	7,200.00
Supplemental Services	4,570.00	6,250.00	22,847.50	18,750.00	75,000.00
Total MAINTENANCE NON-ASSESS INCOME	9,570.00	11,850.00	37,847.50	35,550.00	142,200.00
Total Income	9,570.00	12,850.00	42,847.50	38,550.00	154,200.00
Gross Profit	9,570.00	12,850.00	42,847.50	38,550.00	154,200.00
Expense					
MISC MAINT EXPENSE					
Misc Maintenance Expense	0.00	50.00	0.00	150.00	600.00
School Dist Property Taxes	0.00		0.00		17,500.00
Total MISC MAINT EXPENSE	0.00	50.00	0.00	150.00	18,100.00
ASSESS DIST OPERATIONAL EXP					
MAD / BID OPERATIONS					
Meals & Entertainment	0.00	50.00	0.00	150.00	600.00
Late Fees	0.00	8.25	49.46	25.75	100.00
Liability Claims	0.00		0.00		3,000.00
Auto expenses	0.00	50.00	0.00	150.00	600.00
Total MAD / BID OPERATIONS	0.00	108.25	49.46	325.75	4,300.00
Total ASSESS DIST OPERATIONAL EXP	0.00	108.25	49.46	325.75	4,300.00
PERSONNEL EXPENSE					
Staff reimbursement	-1,270.40	-600.00	-3,811.20	-1,800.00	-7,200.00
EE MEDICAL CONTRIBUTION					
Consultant Salary Expense	0.00		220.00		
Total EE MEDICAL CONTRIBUTION	0.00		220.00		
Office Administrator					
Salary Expense	0.00	350.00	0.00	1,050.00	4,200.00
Total Office Administrator	0.00	350.00	0.00	1,050.00	4,200.00
Maintenance Crew					
Staff Bonuses	0.00	0.00	0.00	0.00	10,000.00
Payroll Taxes	0.00		-1,186.30		
Total Maintenance Crew	0.00	0.00	-1,186.30	0.00	10,000.00
Total PERSONNEL EXPENSE	-1,270.40	-250.00	-4,777.50	-750.00	7,000.00
ACCOUNTANT EXPENSE ENTRIES					
Depreciation	2,030.09	2,416.67	6,090.27	7,250.01	29,000.04
Total ACCOUNTANT EXPENSE ENTRIES	2,030.09	2,416.67	6,090.27	7,250.01	29,000.04
PROGRAM EXPENSE					
Liability Claim	0.00		13,548.02		3,000.00
Meals / Entertainment / Travel	0.00	85.00	94.11	255.00	1,020.00
Total PROGRAM EXPENSE	0.00	85.00	13,642.13	255.00	4,020.00
Maintenance Personnel					
Workers compensation	-9,636.00		-9,636.00		
Total Maintenance Personnel	-9,636.00		-9,636.00		

11:31 AM

Little Italy Association of San Diego

10/11/22

Maintenance Non-Assessment Profit & Loss Budget Performance

Accrual Basis

September 2022

	<u>Sep 22</u>	<u>Budget</u>	<u>Jul - Sep 22</u>	<u>YTD Budget</u>	<u>Annual Bud...</u>
Office Operational					
Legal	1,022.50	500.00	5,552.50	1,500.00	6,000.00
Total Office Operational	1,022.50	500.00	5,552.50	1,500.00	6,000.00
Total Expense	-7,853.81	2,909.92	10,920.86	8,730.76	68,420.04
Net Income	<u>17,423.81</u>	<u>9,940.08</u>	<u>31,926.64</u>	<u>29,819.24</u>	<u>85,779.96</u>

Little Italy Association of San Diego
PARKING DISTRICT Profit & Loss Budget Performance
September 2022

	Sep 22	Budget	Jul - Sep 22	YTD Budg...	Annual B...
Income					
PARKING DISTRICT INCOME					
Parking District Reimbursement	41,274.19	42,952.83	117,092.45	132,278.61	750,000.00
City Bollard funds	832.50	2,770.84	14,033.84	15,315.84	92,515.10
Total PARKING DISTRICT INCOME	42,106.69	45,723.67	131,126.29	147,594.45	842,515.10
PARKING DISTRICT REVENUES					
Valet Program Revenues	9,117.96	9,720.00	30,068.48	29,160.00	116,640.00
Valet Subsidies from Businesses	1,283.20		2,283.20		
Total PARKING DISTRICT REVENUES	10,401.16	9,720.00	32,351.68	29,160.00	116,640.00
Total Income	52,507.85	55,443.67	163,477.97	176,754.45	959,155.10
Gross Profit	52,507.85	55,443.67	163,477.97	176,754.45	959,155.10
Expense					
PERSONNEL EXPENSE					
Staff reimbursement	-1,270.40		-3,811.20		
Total PERSONNEL EXPENSE	-1,270.40	0.00	-3,811.20	0.00	0.00
PARKING DISTRICT EXPENSE					
In House Valet Program					
Valet Employee Payroll	12,875.45	19,583.33	37,374.63	58,749.99	234,999.96
Valet Employee Payroll Taxes	960.71	2,083.33	2,872.21	6,249.99	24,999.96
Equipment & Uniforms	329.78	666.67	-463.73	2,000.01	8,000.04
Cell/Tech services	0.00	166.67	0.00	500.01	2,000.04
Permits	0.00	333.33	0.00	999.99	3,999.96
Program Management	3,425.00	3,425.00	10,275.00	10,275.00	41,100.00
Total In House Valet Program	17,590.94	26,258.33	50,058.11	78,774.99	315,099.96
Lot Rental/Insurance					
Workers' Comp	716.76	1,250.00	3,367.97	3,750.00	15,000.00
Liability Insurance	0.00	4,000.00	12,000.00	12,000.00	48,000.00
Parking Lot Rentals	5,042.23	9,166.67	13,084.46	27,500.01	110,000.04
Program Management	2,162.50	2,162.50	6,487.50	6,487.50	25,950.00
Lot Rental/Insurance - Other	0.00		2,342.23		
Total Lot Rental/Insurance	7,921.49	16,579.17	37,282.16	49,737.51	198,950.04
Marketing and Promotions					
Website Parking Component	0.00	866.67	0.00	2,600.01	10,400.04
Printed Material	0.00	416.67	352.56	1,250.01	5,000.04
PR Firm	3,400.00	3,333.33	10,200.00	9,999.99	39,999.96
Program Mgmt	695.00	695.00	2,085.00	2,085.00	8,340.00
Total Marketing and Promotions	4,095.00	5,311.67	12,637.56	15,935.01	63,740.04
New Initiatives& Special Proj					
City of SD Insourcing	0.00	50.00	0.00	150.00	600.00
Feasibility Study-W.Grape	0.00	416.67	0.00	1,250.01	5,000.04
Planters/Beautification	0.00	5,833.33	0.00	17,499.99	69,999.96
Enhanced Pedestrian Lighting	0.00	2,416.67	0.00	7,250.01	29,000.04
Ped Transition Safety	0.00	2,083.33	9,303.00	6,249.99	24,999.96
Removable Bollard System					
Bollards	832.50	0.00	12,515.00	7,003.02	59,265.02
Removable Bollard System - Other	0.00		633.84		
Total Removable Bollard System	832.50	0.00	13,148.84	7,003.02	59,265.02
Bollard Program Management	0.00	2,770.84	0.00	8,312.52	33,250.08
Rescue Mission Security	6,000.00	6,000.00	18,000.00	18,000.00	72,000.00
Program Management	2,562.50	2,562.50	7,687.50	7,687.50	30,750.00
Total New Initiatives& Special Proj	9,395.00	22,133.34	48,139.34	73,403.04	324,865.10
LIA Management					
Rent	2,000.00	1,000.00	6,000.00	3,000.00	12,000.00
Utilities	299.00	1,000.00	2,976.64	3,000.00	12,000.00
Vehicle Subsidy & Maintenance	717.98	833.33	1,153.83	2,499.99	9,999.96

Little Italy Association of San Diego
PARKING DISTRICT Profit & Loss Budget Performance
 September 2022

	<u>Sep 22</u>	<u>Budget</u>	<u>Jul - Sep 22</u>	<u>YTD Budg...</u>	<u>Annual B...</u>
Storage	1,196.00	1,000.00	2,763.00	3,000.00	12,000.00
Program Mgmt	575.00	575.00	1,725.00	1,725.00	6,900.00
Total LIA Management	<u>4,787.98</u>	<u>4,408.33</u>	<u>14,618.47</u>	<u>13,224.99</u>	<u>52,899.96</u>
Total PARKING DISTRICT EXPENSE	<u>43,790.41</u>	<u>74,690.84</u>	<u>162,735.64</u>	<u>231,075.54</u>	<u>955,555.10</u>
Total Expense	<u>42,520.01</u>	<u>74,690.84</u>	<u>158,924.44</u>	<u>231,075.54</u>	<u>955,555.10</u>
Net Income	<u>9,987.84</u>	<u>-19,247.17</u>	<u>4,553.53</u>	<u>-54,321.09</u>	<u>3,600.00</u>

**Little Italy Association of San Diego
PROGRAM - BUDGET TO ACTUAL**

	Dog Park		Grounds		Total Amici Park		Art Appreciation Projects		Art Walk		Banner	
	Jul - Sep 22	Budget	Jul - Sep 22	Budget	Jul - Sep 22	Budget	Jul - Sep 22	Budget	Jul - Sep 22	Budget	Jul - Sep 22	Budget
Income												
PROGRAM INCOME	2,250	2,250	2,125	2,126	4,375	4,376	0		0	0	1,000	0
MERCATO INCOME	0		0		0		0		0		0	
Total Income	2,250	2,250	2,125	2,126	4,375	4,376	0		0	0	1,000	0
	2,250	2,250	2,125	2,126	4,375	4,376	0		0	0	1,000	0
Expense												
OFFICE OPERATIONS	0		508	300	508	300	0		0		0	
LANDSCAPE OPERATIONS	0		0		0		0		0		0	
ASSESS DIST OPERATIONAL EXP	0		0	1,425	0	1,425	0		0		0	
PERSONNEL EXPENSE	0		0		0		0		0		0	
DEPRECIATION	200	200	0		200	200	0		0		0	
PROGRAM EXPENSE	0	1,250	4,385	3,060	4,385	4,310	1,096	5,394	960		5,890	1,000
Maintenance Personnel	0		0		0		0		0		0	
Maintenance Non-Personnel	0		0		0		0		0		0	
NCA Management	0		0		0		0		0		0	
Office Operational	0		0		0		0		0		0	
MERCATO EXPENSE	0		0		0		0		0		0	
Total Expense	200	1,450	4,893	4,785	5,093	6,235	1,096	5,394	960		5,890	1,000
Net Income	2,050	800	-2,768	-2,659	-718	-1,859	-1,096	-5,394	-960	0	-4,890	-1,000

**Little Italy Association of San Diego
PROGRAM - BUDGET TO ACTUAL**

	Casino de Piazza	Christmas Programs	General & Administration		Private Tours	Public Tours	Total Little Italy Tours	Total Mercato	
	Jul - Sep 22	Jul - Sep 22	Jul - Sep 22	Budget	Jul - Sep 22	Jul - Sep 22	Jul - Sep 22	Jul - Sep 22	Budget
Income									
PROGRAM INCOME	27,925	0	1,251	1,825	321	3,213	3,534	50	208,625
MERCATO INCOME	0	0	0		0	0	0	234,035	
Total Income	27,925	0	1,251	1,825	321	3,213	3,534	234,085	208,625
	27,925	0	1,251	1,825	321	3,213	3,534	234,085	208,625
Expense									
OFFICE OPERATIONS	0	0	13,172	4,937	0	0	0	0	
LANDSCAPE OPERATIONS	0	0	0		0	0	0	0	
ASSESS DIST OPERATIONAL EXP	0	0	269	338	0	0	0	0	
PERSONNEL EXPENSE	0	0	3,940	2,020	0	0	0	0	
DEPRECIATION	0	1,750	2,912	2,910	0	0	0	0	
PROGRAM EXPENSE	25,807	130	6,219	9,941	0	131	131	9,375	
Maintenance Personnel	755	0	0		0	0	0	0	
Maintenance Non-Personnel	0	0	0		0	0	0	0	
NCA Management	0	0	55,740	55,740	0	0	0	0	
Office Operational	0	0	880	1,250	0	0	0	0	
MERCATO EXPENSE	0	0	0		0	0	0	135,230	129,645
Total Expense	26,563	1,880	83,132	77,136	0	131	131	144,605	129,645
Net Income	1,363	-1,880	-81,880	-75,311	321	3,082	3,403	89,480	78,980

**Little Italy Association of San Diego
PROGRAM - BUDGET TO ACTUAL**

19

	Merchandise		Military Events		Misc Events		Officer's Budget		Piazza Basilone		Total Piazza della Famiglia	
	Jul - Sep 22	Budget	Jul - Sep 22	Budget	Jul - Sep 22	Budget	Jul - Sep 22	Budget	Jul - Sep 22	Budget	Jul - Sep 22	Budget
Income												
PROGRAM INCOME	135	1,250	2,500	2,500	6,884	5,000	0	0	0	500	675	13,375
MERCATO INCOME	0		0		0		0		0		0	
Total Income	135	1,250	2,500	2,500	6,884	5,000	0	0	0	500	675	13,375
	135	1,250	2,500	2,500	6,884	5,000	0	0	0	500	675	13,375
Expense												
OFFICE OPERATIONS	0		0		0		0		0		0	
LANDSCAPE OPERATIONS	0		0		0		0		0	150	0	
ASSESS DIST OPERATIONAL EXP	0		0		0		0	0	0		0	
PERSONNEL EXPENSE	0		0		0		0		0		0	
DEPRECIATION	0		0		0		0		0		0	
PROGRAM EXPENSE	0	1,250	745	1,400	4,105		0		237	1,500	10,943	12,275
Maintenance Personnel	0		0		0		0		0		0	
Maintenance Non-Personnel	0		0		0		0		0		0	2,500
NCA Management	0		0		0		0		0		0	
Office Operational	0		0		0		0		0		0	
MERCATO EXPENSE	0		0		0		0		0		0	
Total Expense	0	1,250	745	1,400	4,105	0	0	0	237	1,650	10,943	14,775
Net Income	135	0	1,755	1,100	2,778	5,000	0	0	-237	-1,150	-10,268	-1,400

**Little Italy Association of San Diego
PROGRAM - BUDGET TO ACTUAL**

	Seasonal Displays		State of the Neighborhood		Summer Film Festival		Trick or Treat	Venue Rentals		TOTAL	
	Jul - Sep 22	Budget	Jul - Sep 22	Budget	Jul - Sep 22	Budget	Jul - Sep 22	Jul - Sep 22	Budget	Jul - Sep 22	Budget
Income											
PROGRAM INCOME	1,400	1,250	7,200	4,000	2,372	2,500	0	15,055	14,250	74,356	259,452
MERCATO INCOME	0		0		0		0	0		234,035	0
Total Income	1,400	1,250	7,200	4,000	2,372	2,500	0	15,055	14,250	308,391	259,452
	1,400	1,250	7,200	4,000	2,372	2,500	0	15,055	14,250	308,391	259,452
Expense											
OFFICE OPERATIONS	0		0		0		0	0		13,680	5,237
LANDSCAPE OPERATIONS	0		0		0		0	0		0	150
ASSESS DIST OPERATIONAL EXP	0		0		0		0	0		269	1,763
PERSONNEL EXPENSE	0		0		0		0	0		3,940	2,020
DEPRECIATION	0		0		0		0	0		4,862	3,110
PROGRAM EXPENSE	7,931	500	5,222	4,000	30	500	2,867	0	0	86,073	42,071
Maintenance Personnel	0		0		0		0	0		755	0
Maintenance Non-Personnel	0		0		0		0	0		0	2,500
NCA Management	0		0		0		0	0		55,740	55,740
Office Operational	0		0		0		0	0		880	1,250
MERCATO EXPENSE	0		0		0		0	0		135,230	129,645
Total Expense	7,931	500	5,222	4,000	30	500	2,867	0	0	301,429	243,486
Net Income	-6,531	750	1,978	0	2,342	2,000	-2,867	15,055	14,250	6,961	15,967

Christopher M. Gomez

From: Cree Jones <cree@creejonesconsulting.com>
Sent: Thursday, October 20, 2022 11:39 AM
To: Christopher M. Gomez
Cc: Larisa Medina
Subject: Fwd: LIA Instagram Story GIFs
Attachments: Branded-Instagram-GIFs.pdf

Info attached!

----- Forwarded message -----

From: Cree Jones <cree@creejonesconsulting.com>
Date: Wed, Jun 29, 2022 at 3:52 PM
Subject: LIA Instagram Story GIFs
To: Christopher M. Gomez <chris@newcityamerica.com>
Cc: Larisa Medina <larisa@olivecreativestrategies.com>

Hi Chris,

I've attached a one-pager with more information about the Little Italy branded GIFs we were talking about on our last call.

For reference, we launched a batch of 10 GIFs for Redwood City on June 3rd and they are already up to 34.5K views. I think they would have even more traction in Little Italy and would be a fun way to engage with the community on social.

Let me know if you have any initial thoughts and happy to jump on a call to chat further about this.


Cree Jones, Founder
(619) 484-0631
creejonesconsulting.com



NEW SERVICE OFFERING

BRANDED INSTAGRAM STORY GIFS & STICKERS

Brands can now create their own GIFs and upload them to Instagram for anyone to use on their Instagram Stories! Instagram Story GIFs are a great way to increase brand awareness, showcase your brand’s personality, and drive more engagement with your community. Businesses of all sizes are starting to jump on this trend from big household names like Colgate to small, locally-owned businesses. These GIFs can feature your logo, branding elements, branded illustrations, fun sayings, and more.

HOW IT WORKS:

- We identify a list of assets to animate. We can use existing creative or create new, custom illustrations using your brand identity.
- We register your brand on Giphy.com and submit an application to become a verified partner.
- Once approved, we will upload your GIFs to Giphy and tag them using your brand name and distinguishing features. This will allow users to search for and find your GIFs
- Giphy will approve your GIFs and push them live to Instagram so that they appear as stickers in the Instagram Story Create section for anyone to use.
- You can also create private GIFs that only the brand can use on their Stories.
- We will manage your Giphy account and update you on usage analytics for all of your GIFs on a regular basis.

PRICING

FULL-SERVICE MANAGEMENT PACKAGE RATE:

\$1,500 for 10 Animated GIFs including -

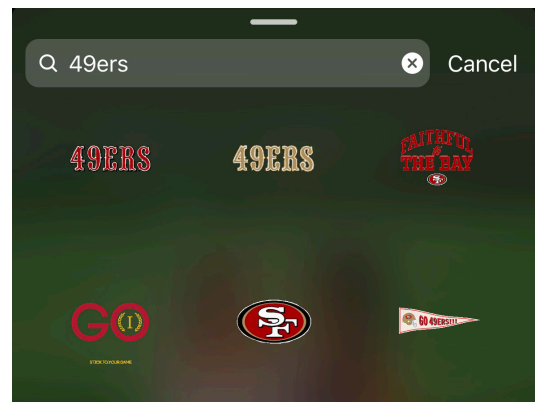
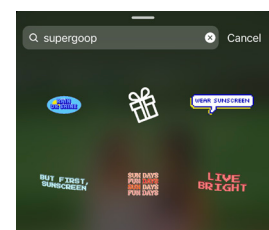
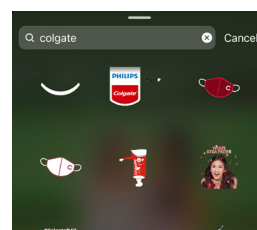
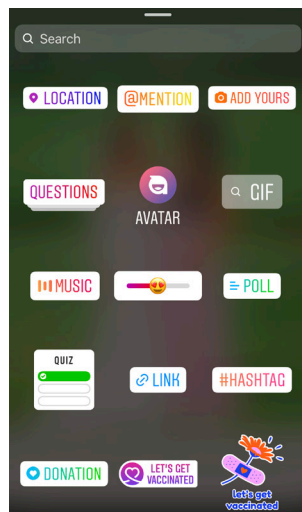
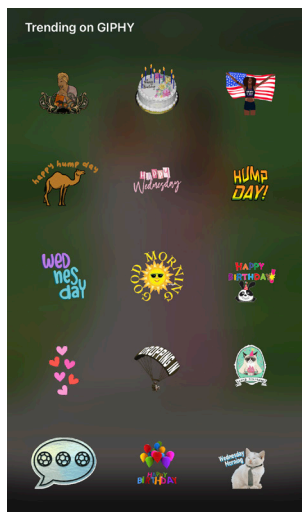
- Animation for 10 assets using a combination of existing creative and new designs
- Giphy account management
- Monthly reporting

A-LA-CARTE RATE:

\$150 per GIF using existing creative

\$250 per GIF for new designs

\$150 one-time fee for Giphy account setup



Christopher M. Gomez

From: FGG, CENRP grants <CENRPgrants@sdcounty.ca.gov>
Sent: Thursday, November 03, 2022 8:38 AM
To: Christopher M. Gomez
Subject: NRP October 25, 2022, D3 - Little Italy Association
Attachments: 10-2 - Little Italy Assn.pdf

Good morning,

Congratulations! Your organization has been awarded a Neighborhood Reinvestment Program grant award. Please review the attached agreement form. The effective date is defaulted to the date of the Board Letter; if an alternate date may be necessary, please reply and request for a revision with the specified date. The form may be signed electronically. Payment process will be initiated, once received. Please allow up to 6-8 weeks for processing of checks.

Thank you and congratulations on your grant,

Best Regards,

Jessica Demirdjian, MAcc & MTax
Administrative Analyst
Finance and General Government
Economic Development and Government Affairs
Direct: 619.385.9963
Jessica.Demirdjian@sdcounty.ca.gov

County office use only

P – 1001838
 O – 15660
 E – 53664
 T – 007
 A – 100123
 Supplier # – 1112145

**NEIGHBORHOOD REINVESTMENT PROGRAM
 GRANT AGREEMENT BETWEEN
 THE COUNTY OF SAN DIEGO
 AND Little Italy Association**

This Grant Agreement is entered into between the County of San Diego, a political subdivision of the State of California (County), and Little Italy Association, a Non-Profit California Corporation (Grantee), on _____ with an effective date of 10/25/2022.

WHEREAS, the County wishes to reinvest taxpayer funds in the community to benefit the public by providing grant funds to community-based organizations that assist in meeting the social, cultural and recreational needs of County residents; and

WHEREAS, the Board of Supervisors may allocate grant funding for purchases, programs or events that will occur either subsequent to the Board's action to approve the grant or that have occurred prior to the Board's approval date; and

WHEREAS, on 10/25/2022 (10), the Board of Supervisors allocated the grant funding set forth in this Agreement for the purpose described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay to Grantee an amount of **\$40,000.00**. Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.
2. **Purpose of Grant.** Grantee shall use the grant funds provided by County under this Agreement solely for the following purpose: **For the design, creation, production and installation of a bronze sculpture, honoring a woman and civic leader, educator, and activist, Midge Constanza.**
3. **Term of Agreement.** The term of this Agreement shall be for 13 months starting on the effective date as specified above.
4. **Deadline for Use of Grant Funds and Documentation of Expenditures.**
 - (a) **Grantee shall spend all grant funds provided by the County for the purposes specified in Paragraph 2 within 12 months of the effective date of this Agreement as specified above.**
 - (b) Grantee shall complete the Documentation of Grant Expenditures form provided by the County's administrator, setting forth Grantee's total actual expenditures of the grant funds provided under this Agreement. Grantee shall submit this completed form and the related documentation including, but not limited to, invoices/receipts, credit card statements, check stubs, check copies, copy of canceled checks, copy of bank statements, etc. to the County's administrator promptly after spending the grant funds, but in no event after the end of the Term of Agreement specified above. If the parties agree to extend the Term of Agreement, Grantee shall submit this expenditure documentation by the end of the extended Term. If County's administrator requests additional information regarding Grantee's expenditure of the grant funds, Grantee shall promptly submit the requested information to County's administrator.
 - (c) If after reviewing Grantee's expenditure documentation, the County's administrator:
 - (i) determines that the Grantee failed to spend all of the grant funds;
 - (ii) disallows any expenditure by Grantee; or

- (iii) determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this Agreement;

Grantee shall refund to the County the amount specified by the County's administrator. Grantee shall make this refund within seven (7) business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Grantee under this Agreement or any other agreement with the County.

- (d) **If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement.** Within seven (7) business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator. Grantee's failure to comply with this refund requirement shall constitute a material breach of this Agreement.
- (e) Unless authorized by the Board, expenditures incurred by the Grantee prior to the effective date of this Agreement for the purpose specified in Paragraph 2 are not eligible expenditures under Subparagraph (b) above.
- (f) If Grantee fails to use all grant funds as specified in Paragraph 2 above before the deadline specified in Subparagraph (a) above, Grantee may request an extension of the Term. Grantee shall make any such request in writing at least two weeks before the deadline specified in Subparagraph (a) above. Grantee and the County's administrator may agree in writing to extend the Term of Agreement to allow Grantee additional time to spend the grant funds for the purpose specified in Paragraph 2.

5. Restrictions on Use of Grant Funds.

- (a) Grant funds shall not be used for any purposes prohibited by laws governing the use of public funds, including but not limited to, religious, political campaigning, or purely private purposes or activities.
- (b) Any Grantee that provides or participates in any activity for which public funds may not be used, such as religious activities, shall inform the County of this activity prior to accepting any grant funds. Grantee shall ensure that no grant funds awarded pursuant to the Agreement are used to support in any manner said activity.
- (c) Grantee shall not spend any part of the grant amount on fund raising activities.
- (d) Grantee shall not spend any part of the grant amount on food or beverages; except, that Grantee acting as a food bank or other similar organization may provide food and beverages to needy individuals or families if this was the purpose of the grant as specified by Paragraph 2.
- (e) Grantee may not include in its Documentation of Grant Expenditures report under this Agreement any expenditures for which Grantee has received or is or will be claiming funding from any other source. Grantee's failure to comply with this requirement shall constitute a material breach of this Agreement.
- (f) Grantee shall not donate any portion of this Grant to a third party.
- (g) Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.

(h) By executing this Agreement, Grantee certifies that it qualifies for the receipt of grant funds under Board Policy B-72 and will at all times abide by the terms of the Policy, except to the extent waived by the Board at the time of grant award.

6. **Administrator of Agreement.** The Office of Economic Development and Government Affairs under the Deputy Chief Administrative Officer/Chief Financial Officer, shall administer this Agreement on behalf of the County, and **Christopher Gomez** at (619) 233-3898 shall administer it on behalf of Grantee.
7. **Notice.** All communications from Grantee to the County shall be sent to the Office of Economic Development and Government Affairs as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:
- County: Deputy Chief Administrative Officer/Chief Financial Officer
Office of Economic Development and Government Affairs
County of San Diego
1600 Pacific Highway Room 152
San Diego, CA 92101
- Grantee: Little Italy Association
Little Italy Association San Diego branch
2210 Columbia St
San Diego, CA 92101
8. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within San Diego County. Grantee shall maintain such records in an accessible location and condition for a period of not less than four (4) years following Grantee's submission of the Documentation of Grant Expenditures report under this Agreement unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
9. **Termination of Agreement for Cause.** If Grantee fails to perform its obligations according to this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within fifteen (15) business days following receipt of the notice of default. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. Upon termination, Grantee shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures made in conformance with this Agreement, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.
10. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly

refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.

11. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
12. **Interest of Grantee.** Grantee covenants that Grantee presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Grantee's completing the purpose of the grant as specified in Paragraph 2. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Grantee.
13. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
14. **Insurance.** Grantee shall maintain insurance against claims or injuries to person or damages to property that may arise from or in connection with the use of the grant funds by Grantee, its agents, representatives, employees, volunteers or subcontractors. The cost of such insurance shall be borne by Grantee and coverage limits shall be a minimum of \$1,000,000 General Liability per occurrence/\$1,000,000 aggregate for operations, products and completed operations for bodily injury, personal injury and property damage; \$500,000 Automobile Liability per accident for bodily injury and property damage; and Workers' Compensation and Employers Liability Insurance as required by the California Labor Code. County shall retain the right at any time to review the coverage and amount of insurance required.
15. **Independent Capacity.** In the performance of this Agreement, Grantee and its officers, agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
16. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Defense and Indemnity.** To the fullest extent permitted by law, County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retention's, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of grant funds and/or Grantee's use of grant funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, volunteers, agents, contractors, licensees or servants, including without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation, however, to defend or indemnify County Parties from a Claim

if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.

18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
19. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
20. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
21. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.
22. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
23. **Corporation Qualified to Do Business in California.** If Grantee is a California corporation, Grantee warrants that it is a corporation in good standing and is currently authorized to do business in California.
24. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above or the termination of this Agreement under Paragraphs 6, 7, or 8 above.
25. **Remedies.** The rights and remedies in this Agreement are in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
26. **Recognition.** If Grantee chooses to give written recognition of this grant, Grantee shall recognize the County of San Diego and not one or more individual County Supervisors.
27. **Prevailing Wage.** To the extent this grant funds construction, alteration, demolition, installation, repair, refuse and ready mix concrete hauling, or maintenance work and the amount of the grant exceeds \$1,000, the project funded by the grant shall be deemed a "public work" for State prevailing wage purposes. It is not the intent of this Agreement to impose an obligation to pay prevailing wages on work otherwise exempt from the applicable prevailing wage laws. Grantee shall be solely responsible for ensuring applicable prevailing wages are paid when owed.

Projects subject to the payment of State prevailing wages are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Grantee shall be responsible for ensuring all required job site postings and all certified payroll and other reporting applicable to it as an awarding body are completed in accordance with the State's prevailing wage regulations. Information regarding the State's prevailing wage requirements can be obtained from the Director, Department of Industrial Relations at www.dir.ca.gov, Labor Code § 1720, et seq., and 8 Cal. Code of Regs. § 16000, et seq.

28. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed with an electronic or digital signature in accordance with applicable State laws and such signature shall be deemed an original.

WHEREFORE, the parties execute this Agreement on the date first written above.

COUNTY OF SAN DIEGO

GRANTEE

By: _____
Deputy Chief Administrative Officer/Chief
Financial Officer
or Designated Representative

Caroline Smith, Director
Office of Economic Development
and Government Affairs

By: _____ Date _____
Authorized signatory

Print Name and Title

[Note: Person signing on behalf of Grantee must be authorized by Grantee’s Board of Directors to sign this Agreement and must be same person Grantee listed in its funding application as being authorized to sign.]

Return This Agreement

Fwd: One Paseo // Little Italy Association

Marco Li Mandri <marco@newcityamerica.com>

Tue 11/8/2022 11:20 AM

To: STEVEN GALASSO <scoozza@aol.com>; Bryan Thompson <ebthompson3@gmail.com>; Jeri Keiller <Jeri@littleitalysd.com>; Christopher M. Gomez <chris@newcityamerica.com>; Luke Vinci <luke.vinci@gsmiweb.com>; Danny Mocerri <dvmsr1969@gmail.com>; Louis 2018 <loupalestini42@gmail.com>

FYI. Chris let's put this in the agenda for finance. Thx.

Marco

Sent from my iPhone

Begin forwarded message:

From: "Pacheco, Adrienne" <apacheco@kilroyrealty.com>
Date: November 8, 2022 at 12:00:17 PM MST
To: Marco Li Mandri <marco@newcityamerica.com>
Subject: One Paseo // Little Italy Association

Hello Marco –

Hope this email finds you well.

I wanted to reach out directly and thank you and your team for your support of Kilroy and One Paseo! We value your partnership and look forward to a long standing relationship. I've received final approval for our 2022 non-profit contributions and am excited to share that Kilroy would like to provide a donation to the Little Italy Association in the amount of \$20,000 for our continued partnership next year. We'd like to pay the funds by the end of November to support our partnership for 2023.

Can you please provide the following in order to get the funds processed:

- * 501c3 status and ID
- * Letter of acknowledgement
- * W9
- * Invoice in the amount of \$20,000

Thanks so much!

Adrienne

ADRIENNE PACHECO

Senior Director, Events and Business Development, One Paseo

KILROY REALTY CORPORATION

12770 El Camino Real, Suite 250 | San Diego, CA 92130

858.523.226 <tel:858.523.2260> 1 DIRECT

Christopher M. Gomez

From: ertc_service@paychex.com
Sent: Monday, November 14, 2022 12:26 PM
To: Christopher M. Gomez
Cc: jlryan1@paychex.com
Subject: ERTC Service 942 16075377
Attachments: Prior to Paychex (PTP) Employee Retention Tax Credit (ERTC) Process v4.pdf; ERTC-Brochure-032921.pdf; COVID-19 ERTC Report_Little Italy Association of San Diego_16075377_Review_v6.1.xlsx

Hello,

Thank you for your request to process 2020, however the enhanced ERTC services is only available for time periods that payrolls were processed on Paychex services and unfortunately the 2020 period(s) will not be able to be completed via this service.

You can still self-identify and report your ERTC wages for periods prior to Paychex services and obtain the credit. Please see our ERTC Brochure that can help walk you through the process of identification and reporting of the wages.

In addition, I have included the Prior-to-Paychex processing document which you can record your ERTC wages and report them to us for the out of service periods. Please send completed forms and any documentation to PTP_ERTC@paychex.com.

With the information you have provided, we were unable to make any changes to the ERTC Calculation.

- This review has been completed for 3Q 2021 only. It has been determined that Little Italy Association of San Diego previously calculated and reported the 1Q and 2Q 2021 ERTC amounts to the IRS. Wages loaded into the payroll system prior to your start date were not loaded by check date, which would be required for us to be able to accurately review the previously reported ERTC for those quarters.
- We could consider any eligible health expenses that you may have that could potentially change your ERT Credit. Health amounts need to be broken down by employee, based on the information on the questionnaire, we could not determine what portion the employer paid per employee. The workbook includes any pre-tax qualified health expenses, in column U. If you have any additional qualified health expenses, please enter them directly in the worksheet under column X. This can include, but not limited to, the employer expense of health and dental. This only needs to be entered on the employee(s) who did not hit the maximum 10k (10k YTD in 2020 and 10K QTD in 2021). Please Note: We cannot consider any health expenses for Owners, Family Members, or on Check Dates outside of the ERTC Calculation Date Range.

I am pleased to share we have calculated your business is eligible for \$167,551.68 for 2021 in addition to what was already completed. Attached you will find the enclosed documentation:

· Original Calculation worksheet

Paychex will create and file your amended returns and process any required payroll supporting the amended returns on or after 11/17/2022 unless you provide us any changes. As set forth in the addendum to your service agreement, you will be billed \$3700 on your next payroll invoice. It is important to contact Paychex in the next three business days if you require any changes.

After we have submitted the amended return, you will receive a confirmation email. As a reminder, the IRS issues any refunds after it processes your amended return. Processing times can fluctuate.

Thank you again for your business.

ERTC Service Representative

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HR | Payroll | Benefits | Insurance

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