Board of Directors Meeting
Wednesday, March 21, 2018 @ 8:30 AM
Mormon Battalion Historic Site, 2510 Juan Street

AGENDA

1. Call to Order & Introductions

2. Non Agenda Public Comments

Public comment may be made on any subject in the Board’s area of responsibility. Time allotted to each speaker shall be determined by the President; however, comments are limited to no more than three (3) minutes total per subject regardless of the number of those wishing to speak. (Comments relating to items on today’s agenda are to be taken at the time the item is heard). Please direct requests to speak to the President prior to the start of the meeting. Pursuant to the Brown Act, no discussion or action, other than a referral, shall be taken by the Board on any issue brought forth under “Non-Agenda Public Comment.”

3. Announcements and Community Reports/Updates - 3 Minutes

4. Administrative Items
   a. Request for agenda revisions (continuances, change in order, etc.)
   b. Conflict of interest declarations on agenda items
   c. Board non-agenda comment

5. Approval of Minutes

Old Town Chamber of Commerce Meeting - February 21, 2018  Action Item

6. Committee Reports
   a. Organization Committee
      i. Action Items:
         1. 2019 BID Budget
      ii. Financial Reports
         1. Accept the financial report - November 2017
         2. Accept the financial report - January 2018
      iii. Harney Street Market
         1. Interim Management Agreement
         2. Request for Proposals: Market Manager
      iv. Board Retreat
1. April 18, 2018, 10:00 a.m. - 2:00 p.m., Hacienda Hotel

b. Promotions & Marketing Committee
   i. Fiesta Cinco de Mayo
   ii. Next Promotions Meeting
       1. Thursday, March 22, 2018. 8:30 a.m., Cafe Coyote

c. Design Committee - Update
   i. Way finding signage
   ii. Banners
   iii. Old monument

d. Parking Committee - Update
   i. Repairs and maintenance update
   ii. Old Town Community Church valet application

   e. Next Parking Committee meeting

7. Upcoming Events - Updates
   a. Fiesta Cinco de Mayo

8. Unfinished business
   a. Evaluation of CAM Services contract

9. New business

10. Next Old Town Chamber of Commerce meeting Date
    a. Next Meeting - Wednesday, April 18, 2018, 8:30 a.m.
    b. Board Retreat - Wednesday, April 18, 2018, 10:00 a.m.

11. Adjourn

THIS INFORMATION IS AVAILABLE IN ALTERNATIVE FORMATS UPON REQUEST.
To request an alternative format, or to request a sign language or oral interpreter for the meeting, please contact the meeting coordinator in the Old town San Diego Chamber of Commerce at least five (5) working days before the meeting at (619) 291-4903 to ensure availability. Assistive Listening Devices (ALDs) are available for the meeting upon request.
Board of Directors Meeting Minutes

21 February 2018 / 8:30 AM / Mormon Battalion Historic Site, 2510 Juan Street

Directors Present:

Fred Grand, Chuck Ross, Jeanne Ferrell, Michael Howland, Steve Blasiingham, Ramzi Murad, David Thornton, Linda Acuna

Directors Absent:

Patty Ducey-Brooks, Justine D. Lee, Diane Powers, Christine Smith

Staff:

Sunny Lee, R. Elisha Mclemore

Guests:

Dave Alfaro, Janie Harrison, Cynthia Monte, Artillia S. Riancellious, Paris Davis, Jesus Pinto, Paul Fernandes, Carol Ann Whitman, ED Saucina, Eric Weaver, Cathy Gae, Bob Barrios, Lee Ann Hemingway, Elder Michael Hemingway, Marie Pedrin-Gizoni, Vanessa Bernal, David M. Rice

Fred Grand, President, called the meeting to order at 8:35 a.m.
Introductions of members and visitors were made.

Non-Agenda Public Comment

Omar Parsons - Candidate for San Diego County Supervisor

Mr. Parson gave a short presentation about his candidacy for San Diego County Supervisors. Voting will be on June 5, 2018.

Administrative Items

A. Board Administrative Items and/or non-agenda comment
B. Request for Agenda revisions (continuances, changes in order, etc.)
   Dec 17 and Jan 18 financials will be deferred until next board meeting
C. Conflict of Interest Declarations on Agenda Items
Approval of Minutes - Minutes were presented from regular Board of Directors meeting on January 17, 2018.

MOTION: To approve the minutes of January 17, 2018
M/S/A Michael Howland/Jeanne Ferrell (#2-21-18-1) - Motion Passed 8 (A) Ramzi Murad

Organization Committee

2019 BID Budget
Committees need to submit their budgets before BID Budget can finalized.

Resolution for Agreement with City of San Diego

MOTION: To approve resolution for Agreement with the City.
M/S/U: Ramzi Murad/Linda Acuna (#2-21-18-2) - Motion Passed 9-0-0

Designated Authorized Signers

MOTION: To approve Fred Grand, Chuck Ross, Jeanne Ferrell, and Sunny Lee as designated signers for agreements with the City, disbursement/reconciliation reports, requests for reimbursements, and program reports.
M/S/U: Chuck Ross/David Thornton (#2-21-18-3) - Motion Passed 9-0-0

Accept Financial Reports
Michael Howland, Treasurer, presented financial reports for December 2017. He gave an overview of the reports and answered any board member questions. Financials for November 2017 and January 2018 will be deferred until next board meeting.

MOTION: to approve the financial report for the month of December 2017; subject to final audit.
M/S/U: Ramzi Murad/Steve Blassingham (#2-21-18-4) - Motion Passed 9-0-0

Harney Street Market

Board President Fred Grand presented a brief history of the conception of Harney Street Artisan Market and the issues concerning the market currently, i.e. invalid contract with Market Manager Ron LaChance and various administrative inconsistencies in how the market is run.

Mr. LaChance gave a short presentation highlighting his many contributions to the Old Town Chamber, the market and shared with the board 27 letters of support from market vendors. There were also several vendors in attendance who voiced their support of Mr. LaChance and their concerns over the future of the market.

Mr. Grand went on to give a brief explanation of the Old Town BID and the Chamber’s requirements with City of San Diego. Executive Director Sunny Lee shared her reservations about how the Market is being operated. Chamber board vice-president Chuck Ross and chamber board members Steve Blassingham and Ramzi Murad all voice their appreciation of the letters from the vendors and those in attendance for showing their support of Mr LaChance. After much discussion it was agreed upon that there will be an
interim contract created between the Chamber and Ron LaChance pending a required RFP for market manager.

MOTION: for the Org Committee to negotiate an interim contract with Ron LaChance over the next 30 days, pending an RFP, that is mutually beneficial to both parties; with contract to include operating procedures & responsibilities, market objectives and financial expense details. This interim agreement will be presented to the Chamber Board of Directors for vote at the next Chamber meeting.

M/S/U: Chuck Ross/Michael Howland (#2-21-18-5) - Motion Passed 9-0-0

Board Retreat
The next board retreat is set to occur sometime in April (actual date still pending) and will include discussion of the Chamber budget and Sunny Lee’s duties and responsibilities as Executive Director.

Fred Grand, Board President, leaves @ 10:02am.
Chuck Ross, Board Vice-President, facilitated meeting.

Promotion Committee
Meeting notices for Cinco de Mayo planning committee are not getting out to interested participants. In the last promotion meeting, the budget was discussed.

Design Committee
The permit process for the Historical Banners was discussed. The wayfinding signage is ready for permitting.

Upcoming Events Update
Fiesta Cinco de Mayo: May 5-6, 2018

Announcements and Community Updates
Vanessa Bernal-San Diego City Council
Ms. Bernal announced Councilmember Ward’s upcoming meeting; Balboa Community Meeting at Thursday, February 22, 5:30pm-7:30pm. The meeting will be at the Copley Auditorium in Balboa Park.

Linda Acuna-Immaculate Conception Church
Ms. Acuna announced that Immaculate Conception will be having “Fish Fry Friday” on February 23 from 5pm-6:30pm.

Unfinished Business
None

New Business
none

Meeting adjourned. 10:16 A.M.

Next regular Chamber meeting is scheduled for Wednesday March 21, 2018.

Respectfully submitted,

Signed:

Jeanne Ferrell, Secretary
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Management Use Only
MARKET MANAGEMENT AGREEMENT
OLD TOWN SAN DIEGO HARNEY STREET MARKET

This management agreement is made as of January 1, 2018, between Old Town San Diego Chamber of Commerce ("Chamber") and Ron LaChance ("Contractor").

This agreement is executed with Contractor to manage and operate the Harney Street Market held on Saturdays and Sundays from 9:00 a.m. to 4:00 p.m. on Harney Street between San Diego Avenue and Congress Street, San Diego, California, hereinafter referred to as the "Market."

1. CONTRACTOR'S RESPONSIBILITIES

1.01. Duties. Contractor shall perform the following duties:

1.01.1. Charge and collect fees from vendors as directed by Chamber.
1.01.2. Provide management of the weekly Market operations as required by Chamber, including but not limited to supervision of Market staff (as hired and paid for by Chamber), placement of vendors, collection of fees, interaction and coordination with local and state officials, and preparation of deposit. Contractor responsibilities include but are not limited to reviewing vendor applications, communication with interested and current vendors, providing information and documentation to permitting agencies, maintenance of Market equipment, and ongoing coordination with Chamber and its staff.
1.01.3. Deposits will be delivered to the Chamber office each Monday between 11:00 a.m. and 2:00 p.m. Deposits will be the full amount of funds earned during Market.

1.02. Reports and Records. Contractor shall prepare and submit a monthly accounting report detailing weekly vendor attendance, sales, fees and any expenses incurred on behalf of the Market. The report shall be delivered to Chamber via email no later than 10 days following the last Sunday of the applicable reporting period. (Example: the report for January shall be delivered no later than February 7th.) Time is of the essence with respect to the date of the submission of the report so as to allow the Chamber to timely pay amounts due based on any report within the time specified by the contract.

2. CHAMBER'S RESPONSIBILITIES

2.01. Duties. Chamber shall be responsible for the following:

2.01.1. Prepare and submit all local, county and state permit applications, reports and fees required
2.01.2. Properly account for and maintain Market revenues and ensure adequate funds are available to pay Market-related fees and costs, including but not limited to fees for permitting, inspection, and Direct Marketing, operations costs and equipment in a timely manner.

2.01.3. Marketing and advertising the Market to the community and engaging local businesses in the support and patronage of the Market.

Originals of all documents prepared by the Chamber, and on behalf of the Chamber, including permit applications and fees paid, shall be maintained by the Chamber and kept on file in the Chamber office.

3. TERMS

3.01. Term. Chamber hereby contracts with Contractor for a period of four months beginning April 1, 2018, through July 31, 2018. Contract will not be extended at this time.

3.02. Management Fee. In consideration for the performance by Contractor of all duties described within, Contractor shall be compensated at the rate of 50 percent (50%) of the gross vendor fees of the Market specifically excluding Direct Marketing Fees, which are received from vendors but are passed through by Chamber to government entities. The fee shall be paid to the Contractor no later than 10 days following acceptance of the Contractor’s monthly accounting report for any given monthly period. If Contractor fails to submit the report, timely payment may not be received within the month that the report was submitted. Both parties agree that January 2018 reports and management fees were accepted and paid in full prior to the signing of this contract.

3.03. Insurance. Contractor will provide a valid ACORD certificate of insurance reflecting policies that are in effect for the duration of the contract for each of the following coverage types: a) Commercial General Liability Insurance with limits of at least One Million Dollars ($1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars ($2,000,000); b) Automobile Liability Insurance with a limit of at least One Million Dollars ($1,000,000) per occurrence; c) Worker’s Compensation Insurance with Employer’s Liability coverage with a limit of at least One Million Dollars ($1,000,000) if applicable. Contractor shall name Chamber as additional insured for its management of the Market.

4. MISCELLANEOUS

4.01. Arbitration/Mediation. Contractor and Chamber agree that any and all disputes shall be submitted to binding arbitration. Contractor and Chamber further agree that prior to submitting any dispute to arbitration, the parties will participate in a voluntary mediation in an attempt to settle the dispute in the most expeditious and least expensive possible manner.
In Witness whereof, the parties hereto have executed this management Agreement as of the date first above written.

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

By: 
Sunny Lee, Executive Director  Date

RON LACHANCE

By:  
Ron LaChance  Date
Request for Proposals
Harney Street Market Manager Services

RFP: 2018-1
April 2018
RFP: 2018-1

1. Request Summary
The Old Town San Diego Chamber of Commerce (Chamber) is seeking proposals from persons and firms to provide comprehensive management services for the Harney Street Artisans Market in Old Town San Diego. The selected manager will be responsible for providing services in accordance with the Scope of Services outlined in Section 3 below.

2. Introduction
   a. Community Profile
   OLD TOWN is the historic heart of San Diego. Created in 1769, Old Town San Diego was California’s first settlement with only a mission and a fort.

   Old Town San Diego State Historic Park is in the center of Old Town. Here you can experience life from the early Mexican-American period of 1821-1872 through rich living history programs. Watch forms come to life at the blacksmith and woodworker shops, and read a newspaper from the 19th century.

   Old Town San Diego, where Interstate 5 and Interstate 8 meet, is nestled in the heart of San Diego. Old Town is just across the street from the San Diego Trolley Old Town Transit Center, across the freeway from the Marine Corps Recruit Depot (MCRD) and a short drive from most San Diego destinations.

   b. Background
   The Chamber manages the Business Improvement District for Old Town San Diego. The Chamber is managed by a twelve (12) person volunteer board that is elected by the members of the Chamber.

   The market manager (“Manager”) is responsible for all aspects of the market’s management, including, vendor selection, vendor space assignment, setup and breakdown supervision, coordination, security, revenue collection and other duties as required by Market functions and operations or as assigned by the Chamber. The Chamber recently directed staff to issue a Request for Proposals (“RFP”) in order to ensure the new contract for the Manager is selected through a competitive and comparative process.

   The Market is currently situated on Harney Street between San Diego Avenue and Congress Street. Harney Street requires a street closure each weekend for the market which requires a Special Event permit through the City of San Diego. The Market
currently includes about 18 individual vendors and produces gross receipts of averaging about $2,036.00 per week. The Chamber does not provide electricity for the Market. The Chamber will have a Community Outreach Table for use by Chamber Members or the Chamber themselves. The Market Manager is responsible for the provision and set-up of the Community Outreach Table each week.

c. General RFP Submittal Information
The Chamber’s designated committee will evaluate the proposals received. During the review process, the Chamber reserves the right, where it may serve the Chamber’s best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of errors, or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the Chamber to all prospective proposers who have registered for the RFP via the Chamber’s Google form.

The Chamber reserves the right to retain all proposals submitted. Submission of a proposal indicates the Proposer’s acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Chamber and the Proposer selected.

The preparation of the proposal will be at the total expense of the Proposer. There is no expressed or implied obligation for the Chamber to reimburse responding Proposers for any expense incurred in the preparation of the proposals in response to this request. All proposals submitted to the Chamber shall become properties of the Chamber and will not be returned. If any information in your proposal in confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records requests.

The Chamber reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Chamber. Any proposer may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the Chamber for appropriate action.

All proposals are due not later than 3:00 p.m. on Thursday, May 31, 2018 at which time they will be opened at the Chamber office at 2415 San Diego Ave, Suite 104. Late submissions will not be accepted. To be considered, proposers must send one (1)
PDF of the proposal in its entirety to Sunny@oldtownsandiego.org and complete the form at this link (link to be entered upon approval of RFP)

d. RFP Questions
Questions with regard to this RFP should be submitted by email to Sunny Lee, Old Town San Diego Chamber of Commerce Executive Director, at sunny@oldtownsandiego.org by Tuesday, May 1, 2018. All firms sending questions will receive responses to all questions and any other addenda that may be released, via email by Friday, May, 11, 2018.

e. Schedule
The Chamber reserves the right to make changes to the below schedule, but plans to adhere to the implementation of the RFP process as follows:

RFP released: April 1, 2018
Deadline for receiving questions: May 1, 2018
Response to questions: May 11, 2018
Proposals due: May 31, 2018
Finalists selected: June 15, 2018
Presentations/Interviews (if necessary): June 20, 2018
Vendor selected: June 20, 2018
Vendor to commence services: August 1, 2018

3. Scope of Services
Standard Operating Procedures (SOP)

a. The Chamber intends to present a high-quality Market experience with a unique and individual flavor complementary to Old Town San Diego.

b. The Proposer shall determine the annual fee necessary to perform all services as detailed in the Scope of Services and elsewhere within this RFP. The fee shall include the cost for all assistants and out-of-pocket expenses.

c. Unless pre-approved by the Chamber, all out-of-pocket expenses for Management services will be the responsibility of the Manager.

d. Equipment costs for normal operation of the Market may be invoiced as line-item expenses upon pre-approval of the City.
Project Requirements

The Manager’s responsibilities shall include, but not be limited to the following:

General
1. Curate an Artisans Market that provides quality items desired by the Old Town Chamber of Commerce in accordance with all State, County and City of San Diego requirements and regulations.
2. Abide by all Federal, State and local laws, rules and regulations, and all City policies and directions.
3. Keep, update and maintain weekly records of vendors, sales and revenue in an orderly fashion available for inspection by the Chamber.
4. Adhere to specific security measures as denoted by the City of San Diego Police Department (SDPD) and the City of San Diego Fire Department (SDFD). Each end of the Market (at San Diego Avenue and Congress Street) must be blocked by barricades such that vehicles cannot enter the Market during operating hours.
5. Follow vendor fee collection practice as outlined by Chamber staff.
6. Track Market attendance and provide quarterly reports.
7. Prevent unauthorized vendors and/or local merchants from participation in market without prior specific approval of Chamber’s market administrator.
8. Instruct any persons attempting to film within the Market that the Chamber does not allow filming within the Market. Failure to abide by this instruction should be reported to the SDPD staff on site (if applicable).

Market Specific
1. The Market shall include approximately 18-20 vendors, of which 75 percent sell art in some fashion and 25 percent sell goods, services and prepared foods. The Manager shall provide the Chamber with a list of vendors, their contact information and their certifications on a quarterly basis to ensure compliance with the required threshold proportions.
2. Operate the Market on Saturdays and Sundays from 9:00 a.m. to 4:00 p.m. at a location determined by the Chamber (currently on Harney Street between San Diego Avenue and Congress Street).
3. Close streets and turning lanes not less than 1 hour prior to Market operation time using appropriate signage and physical mechanisms as prescribed by the prevailing authorities.
4. Open all streets and passageways, including the removal of signage and physical mechanisms, no later than two (2) hours after the close of each Market event.
5. Secure storm drain curtains during all Market activities each week.
6. Ensure trip guards are used with all cables, cords, wires and conduits placed upon or running over ground.

7. Maintain and make available a Community Outreach Table to be used by Old Town San Diego Members or Chamber staff.

8. Provide portable generators and related equipment capable of providing adequate electrical power to light vendors’ booths after sundown, as needed.

9. Perform all janitorial duties including collection/disposal of trash during and after each Market event.

4. Proposal Outline to be Submitted
   a. Cover Page
   b. Table of Contents
   c. Executive Summary
      Provide a brief summary describing the Proposer’s ability to perform the work requested; a history of the Proposer’s background and experience providing services; the qualifications of the Proposer’s personnel to be assigned to this project, any subcontractor, sub consultants and/or suppliers and a brief history of their background and experience; and any other information called for by this RFP which the Proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, the experience and qualifications of the Proposer, staff, subcontractors and/or suppliers.

   d. Questionnaire/Response to Scope of Services
      Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer’s response.

   e. Attachments

5. Questionnaire
   a. Company and General Information
      i. Company name and address.
      ii. Letter of transmittal signed by an individual authorized to bind the Proposer, stating that the Proposer has read and will comply with all terms and conditions of this RFP.
iii. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

b. Qualifications and Experience of the Firm and Proposed Project Team
i. Describe your or your firm's history and organizational structure. Include the size of firm, location of office(s), years in business, certified or non-certified markets managed, organizational chart, name(s) of owner(s) and principal parties and number and position titles of staff.
ii. List the members of your team who will be responsible for managing the Market and providing ongoing support, and their experience. Denote the staff person(s) who will be on-site Management during Market operations.
iii. Describe how the team managing the Market will be supervised.
iv. Describe your firm's experience managing certified farmers' markets and non-certified markets. Describe comparable markets managed by your firm in the last five years, including the number, scope of services provided and the status of each.
v. Comment on other areas that may make your firm different from your competitors.
vi. Identify how your firm would curate the Market to maintain an individual identity complementary to the unique character of Old Town San Diego.

c. Questions/Response to Scope of Services
i. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections.

d. Fees
i. Provide a pro forma that identifies Market costs, revenues and the fee required for Market Management services.
ii. Describe any remaining fees not previously detailed in the above.

e. References
List the name, address and telephone number of references from at least three (3) markets. Include a brief description of the work provided for each reference. You may offer more than three recent similar projects if desired. The references should include the start date of the project and the date of completion of each project

f. Implementation Schedule
Include a detailed implementation schedule with an estimated start date of July 2, 2018 with the first Market to be conducted August 4, 2018 in accordance with key milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
g. Certificate(s) of Insurance
Manager will provide a valid ACORD certificate of insurance reflecting policies that are in effect for the duration of the contract for each of the following coverage types: a) Commercial General Liability Insurance with limits of at least One Million Dollars ($1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars ($2,000,000); b) Automobile Liability Insurance with a limit of at least One Million Dollars ($1,000,000) per occurrence; c) Worker’s Compensation Insurance with Employer’s Liability coverage with a limit of at least One Million Dollars ($1,000,000) if applicable. Manager shall name Chamber as additional insured for its management of the Market.

h. Business Tax Certificate
The proposing organization does not require a City of San Diego business tax certificate to respond to this RFP. However, the successful Proposer will be required to acquire a City of San Diego business tax certificate during the contracting process and maintain an active certificate throughout the contracted period.

6. Evaluation of Proposals
Proposals will be judged on the Proposer’s ability to provide services that meet the requirements set forth in this document. OTSD reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to provide services meeting a satisfactory level of performance in accordance with OTSD and City of San Diego requirements. Interviews and presentations by one, several or all of the Proposers may be requested by evaluators if deemed necessary to fully understand and compare the Proposers’ capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

Proposals will be evaluated on the Proposer’s qualification and experience, response to questions and the proposed scope of service, the proposed fee and references.
OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

DRAFT

STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: __________________________

FOR: HARNEY STREET MARKET MANAGER SERVICES - RFP 2018-1

THIS AGREEMENT is made and entered into by and between THE OLD TOWN SAN DIEGO CHAMBER OF COMMERCE, a business improvement district, hereinafter referred to as "Chamber," and ______________________, hereinafter referred to as "Contractor."

1. CONTRACTOR'S SERVICES. Contractor agrees to perform, during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."

2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Section 27 of this Agreement and shall end upon ________________.

3. PAYMENT FOR SERVICES. The Chamber shall pay for the services performed by Contractor pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B."

4. TIME FOR PERFORMANCE. Contractor shall not perform any work under this Agreement until (a) Contractor furnishes proof of insurances as required under Section 7 of this Agreement; and, (b) Chamber gives Contractor a written and signed Notice to Proceed.

5. DESIGNATED REPRESENTATIVE(S). ____________________ shall be the designated Contractor Representative, and shall be responsible for job performance, negotiations, contractual matters and coordination with the Chamber. Contractor Representative shall actually perform or provide immediate supervision of Contractor's performance of, the Scope of Service.

6. HOLD HARMLESS. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense, with legal counsel approved by the Chamber) and hold harmless the Old Town San Diego Chamber of Commerce members of its Board, officers, agents and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, reasonable attorneys' fees and judgements arising out of or in any manner related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.
Contractor agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnitees' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by the Chamber to Contractor of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Contractor, Chamber or any Indemnitee.

7. **INSURANCE.** Without limiting its obligations pursuant to Section 6 of this Agreement, the Contractor shall procure and maintain, at Contractor's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."

8. **INDEPENDENT CONTRACTOR STATUS.** Chamber and Contractor agree that Contractor, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while under contract with the Chamber. Contractor is not an agent or employee of the Chamber and is not entitled to participate in any pension plan, insurance, bonus, worker’s compensation or similar benefits the Chamber provides for its employees. Contractor shall be responsible to pay and hold the Chamber harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.

9. **NON-APPROPRIATION OF FUNDS.** Payment due and payable to Contractor for current services in within the current budget and within an available, unexhausted and unencumbered appropriation of the Chamber. In the event the Chamber has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

10. **ASSIGNMENT.** This agreement is for the specific services with the Contractor as set forth herein. Any attempt by Contractor to assign the benefits or burdens of this Agreement without written approval of the Chamber shall be prohibited and shall be null and void; except that Contractor may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Contractor shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The Chamber shall have free access at all reasonable times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities, Contractor shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

12. RESERVED.

13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or my mail. Notice sent by mail shall be addressed as follows:
   To Chamber:  
   Old Town San Diego Chamber of Commerce  
   Attention: Sunny Lee, Executive Director  
   2415 San Diego Avenue, Suite 104  
   San Diego, CA 92110

   To Contractor:

14. TAXPAYER IDENTIFICATION NUMBER. Contractor shall provide Chamber with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

15. PERMITS AND LICENSES. Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a City of San Diego business tax certificate.

16. APPLICABLE LAWS, CODES AND REGULATIONS. Contractor shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work.

17. NON-DISCRIMINATION REQUIREMENTS: During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of gender, gender identity, gender expression, sexual orientation sex, age, disability, medical condition, genetic information, marital status, race, color, religion, ancestry, or national origin. Such affirmative action shall include but not be limited to, the advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in a conspicuous
place available to all employees and applicants for employment all notices setting forth
the provisions of this fair employment practices paragraph.

18. **RIGHT TO UTILIZE OTHERS.** Chamber reserves the right to utilize others to perform
work similar to the services provided hereunder.

19. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, nor may any
of the terms, provisions or conditions be modified or waived or otherwise affected,
except by a written amendment signed by all parties hereto.

20. **WAIVER.** If at any time one party shall waive any term, provision or condition of this
Agreement, either before or after any breach thereof, no party shall thereafter be
deemed to have consented to any future failure of full performance hereunder.

21. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to
be performed by Contractor shall be construed to be both a condition and a condition.

22. **RIGHT TO TERMINATE.** Chamber may terminate this Agreement at any time, with or
without cause, in its sole discretion, with thirty-days ('30-days') written notice.

23. **EFFECT OF TERMINATION.** Upon termination as stated in Section 22 of this
Agreement, Chamber shall be liable to Contractor only for work satisfactorily performed
by Contractor up to and including the date of termination of this Agreement, unless the
termination is for cause, in which event Contractor need to be compensated only to the
extent required by law.

24. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the
laws of the State of California. If litigation arises out of this Agreement, then venue shall
be in the Superior Court of San Diego County.

25. **LITIGATION FEES.** If Litigation arises out of this Agreement for the performance thereof,
then the court shall award costs and expenses, including reasonable attorney's fees, to
the prevailing party. In awarding attorney's fees, the court shall not be bound by any
court fee schedule but shall award the full amount of costs, expenses and attorney's fees
paid or incurred in good faith.

26. **INTEGRATED AGREEMENT.** This Agreement represents the entire agreement between
Chamber and Contractor regarding the subject matter hereof, and constitutes a complete
and exclusive statement of the terms of the agreement between the parties with respect
of the subject matter. No verbal agreement or implied covenant shall be held to vary the
provisions of this Agreement. This Agreement shall bind and inure to the benefit of the
parties to this Agreement and any subsequent successors and assigns.
27. **EFFECTIVE DATE.** The effective date of this Agreement is the date it is signed on behalf of the Chamber. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provision shall survive the termination.

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

By: 
Sunny Lee, Executive Director

Date

(CONTRACTOR)

By: 
(CONTRACTOR)

Date
EXHIBIT A

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

DRAFT

STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: ____________________________

FOR: HARNEY STREET MARKET MANAGER SERVICES - RFP 2018-1

SCOPE OF SERVICE

Please refer to the Chamber's RFP 2018-1 for further information
EXHIBIT B

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

DRAFT

STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: _______________________

FOR: HARNEY STREET MARKET MANAGER SERVICES - RFP 2018-1

SCHEDULE OF COMPENSATION

1. **METHOD OF PAYMENT.** Payment for all work performed by Contractor pursuant to the terms of this Agreement shall be made on the basis of the per employee or hourly rates (as requested in Chamber's RFP) set forth in Contractor's proposal.

2. **ADDITIONAL FEES.** Any remaining fees not previously detailed in the above as agreed to by the Chamber.

3. **BILLING.** The fee shall be paid to the Contractor no later than 10 days following acceptance of the Contractor's monthly accounting report for any given monthly period. If Contractor fails to submit the report, timely payment may not be received within the month that the report was submitted.

Contractor shall submit an invoice to the Chamber at the following address:

Old Town San Diego Chamber of Commerce
Attention: Sunny Lee, Executive Director
2415 San Diego Avenue, Suite 104
San Diego, CA 92110

The invoice submitted pursuant to this paragraph shall show the Chamber Agreement Number, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services and such other information as the Chamber may reasonably require.

4. **TIME OF PAYMENT.** Payment to contractor shall be made within ten (10) days following the receipt of the invoice.

5. **MAXIMUM COMPENSATION.** Contractor shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed __________ which amount includes all out-of-pocket expenses.
EXHIBIT C

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

DRAFT

STANDARD PROFESSIONAL SERVICES AGREEMENT
WITH: ____________________________

FOR: HARNEY STREET MARKET MANAGER SERVICES - RFP 2018-1

INSURANCE REQUIREMENTS

A. **Policy Requirements.**

Contractor shall submit duly executed certificates of insurance for the following:

1. Contractor will provide a valid ACORD certificate of insurance reflecting policies that are in effect for the duration of the contract for each of the following coverage types: a) Commercial General Liability Insurance with limits of at least One Million Dollars ($1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars ($2,000,000); b) Automobile Liability Insurance with a limit of at least One Million Dollars ($1,000,000) per occurrence; c) Worker’s Compensation Insurance with Employer’s Liability coverage with a limit of at least One Million Dollars ($1,000,000) if applicable. Contractor shall name Chamber as additional insured for its management of the Market.

2. The Old Town San Diego Chamber of Commerce, members of its Board of Directors, officers, agents and employees will be named as an additional insured in an endorsement to the policy, which shall be provided to the Chamber.

3. Reserved.

4. Contractor shall provide the Chamber with at least thirty days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten days’ notice for cancellation due to non-payment.

5. Chamber may increase the scope or dollar amount of coverage required under any of the policies described above or may require different or additional coverages upon written notice to Contractor.

6. If your insurance carrier charges an additional fee, you must include that amount in your project costs.