Board of Directors Meeting
Wednesday, September 19, 2018 @ 8:30 AM
Mormon Battalion, 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 – July 18, 2018

   Action Item

6. Presenter: Brian Elliot, City of San Diego, Office of Councilmember Chris Ward
   a. Styrofoam Ban

7. John Vallas, Friends of Presidio Hills Golf

8. Committee Reports
   a. Organization Committee

Action Items:
   i. Approve Guerrero, Jimenez, Diaz & Co., LLP as Auditor for FY2018 Audit
   ii. Financial Reports
      1. Accept the financial report - June 2018
      2. Accept the financial report - July 2018
      3. Accept the financial report - August 2018
iii. Harney Street Market
   1. Management Agreement  Action Item
   2. Request for Proposals: Market Manager  Information Item

a. Promotions & Marketing Committee
   i. Art & Craft Show  Information Item
   ii. Dia de los Muertos
   iii. Taste & Tequila
   iv. Founders Day Street Festival 2019
   v. Next Promotions Meeting
      1. Thursday, October 4, 2018, 8:30 a.m., Cafe Coyote

b. Design Committee - Update
   i. Wayfinding signage
   ii. Banners
   iii. Old monument
      1. Gateway Sign update  Information Item

c. Parking Committee - Update
   i. Repairs and maintenance update
      1. Repair to stairs
      2. Tree Removal
   ii. Next Parking Committee meeting

7. Executive Director Update
   a. Monthly report – August 2018
   b. 250th Commemoration of San Diego
   c. Civitas Proposal - MAD Formation

8. Unfinished business
   a. Evaluation of CAM Services contract  Information Item

9. New business

10. Next Old Town Chamber of Commerce meeting Date
    a. Next Meeting - Wednesday, October 17, 2018, 8:30 a.m.

11. Adjourn
Board of Directors Meeting Minutes

July 18, 2018 / 8:30 AM / Mormon Battalion

Directors Present:

Fred Grand, Chuck Ross, Jeanne Ferrell, Steve Blassingham, David Thornton, Patty Ducey-Brooks, Michael Howland, Christine Smith

Directors Absent:

Chuck Ross

Staff:

Sunny Lee, R. Elisha McLemore

Guests:


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

Non-Agenda Public Comment

Justine D. Lee

Mr. Lee discussed the possibility of a community fund raiser to support the renovations to the Presidio Golf Course.

Board President Fred Grand

Mr. Grand shared that the City Planning Commission is set to approve the Old Town Community Plan at their next meeting on July 26, 2018.
Presentations

Luis Ojeda – City of San Diego, Department of Economic Development

Mr. Ojeda provided the board and guests information on the steps of becoming a Maintenance Assessment District, (M.A.D.) M.A.D. provide services that the City of San Diego does not. The steps to become a M.A.D. are:

1. Form District Boundaries
2. Identify what services are needed (Business Surveys)
3. Put a Price (Budget)
4. Assessment Engineer Report (How Much $ will Each Property will Pay)

Administrative Items
A. Board Administrative Items and/or non-agenda comment
B. Request for Agenda revisions (continuances, changes in order, etc.)
C. Conflict of Interest Declarations on Agenda Items

Approval of Minutes
MOTION: To approve the minutes of June 20, 2018 with corrections included.
M/S/A Patty Ducey-Brooks/David Thornton (#7-18-18-1) - Motion Passed 5 (A) Justine D. Lee,
Ramzi Murad, Linda Acuna, Diane Powers

Organization Committee

Accept Financial Reports
Michael Howland, Treasurer, presented financial reports for Nov 17, Jan 18, Feb 18, Mar 18, and Apr 18. He gave an overview of the reports and answered any board member questions.

MOTION: to approve the financial report for the month of November 2017; subject to final audit.
M/S/U: Patty Ducey-Brooks/David Thornton (#7-18-18-2) - Motion Passed 10-0-0 U

MOTION: to approve the financial report for the month of January 2018; subject to final audit.
M/S/U: Patty Ducey-Brooks/Jeannie Ferrell (#7-18-18-3) - Motion Passed 10-0-0 U

MOTION: to approve the financial report for the month of February 2018; subject to final audit.
M/S/U: Ramzi Murad/Justine Lee (#7-18-18-4) - Motion Passed 10-0-0 U

MOTION: to approve the financial report for the month of March 2018; subject to final audit.
M/S/U: Patty Ducey-Brooks/Steve Blassingham (#7-18-18-5) - Motion Passed 10-0-0 U

MOTION: to approve the financial report for the month of April 2018; subject to final audit.
M/S/U: Diane Powers/David Thornton (#7-18-18-6) - Motion Passed 10-0-0 U
Harney Street Market
The Chamber’s legal counsel was in attendance to alleviate any concerns that the RFP for the new market was done incorrectly. There is no legal impediment keeping the Chamber board form making a decision today. There was discussion that 3 provisions be added before accepting Ron LaChance’s proposal to continue being the Harney Street Market Manager:

1. Creation of Market Committee to oversee the market
2. Stricter Financial Controls
3. Annual Check-in on Market Performance

MOTION: to accept Ron LaChance’s RFP proposal with listed provisions added for a 3 year contract with a 2 year option.
Ramzi Murad/Jeanne Ferrell (#7-18-18-7) - Motion Passed 10-0-0 U

Promotion Committee
A&C Show Presentation

MOTION: to approve the A&C Show 2018
Ramzi Murad/David Thornton (#7-18-18-8) - Motion Passed 10-0-0 U

Design Committee
T-signs:
There are 2 locations for the future T-signs. One will be at the north end of Old Town; near Hotel Circle. The other location is SD Ave and Congress Street.

Monument Sign:
There is a possible new location for monument. Until its eventual relocation, it will be in storage.

Meeting adjourned @10:37 A.M. for closed session meeting following right after. Next regular Chamber meeting is scheduled for Wednesday July 18, 2018.
Respectfully submitted,

Signed: ____________________________
Jeanne Ferrell, Secretary
August 27, 2018

Ms. Sunny Lee, Executive Director
Old Town San Diego Chamber of Commerce
P.O. Box 82686
San Diego, CA 92138

Dear Ms. Lee:

We are pleased to confirm our understanding of the services we are to provide for Old Town San Diego Chamber of Commerce for the year ended June 30, 2018.

We will audit the statements of financial position of Old Town San Diego Chamber of Commerce as of June 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, test of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas tested. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also
inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances used third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the tax services and any other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, changes in net assets and cash flows in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws and regulations.

You are responsible for the preparation of supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the
supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Mr. Victor Diaz is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fee for these services to be $4,700 for the audit and $800 for preparation of federal and state tax returns for the year ended June 30, 2018. You will also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc., if applicable, not to exceed $100. Also, if additional work is required in assisting in closing the accounting records, it will be performed (upon approval) at our standard rates. We will issue one invoice at the beginning of our work, payable as explained below. The fee includes additional procedures and related work in order to comply with the provisions of Statement of Auditing Standards 99 (SAS 99) “Consideration of Fraud in a Financial Audit” and reevaluation of your internal control structure and procedures and also regulations regarding audit documentation administered by the California State Board of Accountancy. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We will require an advance of $2,750 upon commencement of our engagement; the remaining balance will be due upon completion of our engagement. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Guerrero, Jimenez, Diaz & Co., LLP

Response:

The letter correctly sets forth the understanding of Old Town San Diego Chamber of Commerce.
OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

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." Performance will be measured as outlined under Section 22 of this Agreement.

2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Section 28 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 covenant and a condition.

22. **PERFORMANCE MEASUREMENT.** Chamber will evaluate performance based on the Scope of Services and provide feedback as needed. If there is failure to meet the expectations of the Scope of Services the Chamber will take corrective action on the Manager. If there is failure to meet expectations after corrective action is taken, the Chamber reserves the right to terminate the agreement as outlined in Section 23 of this Agreement.

23. **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.

24. **EFFECT OF TERMINATION.** Upon termination as stated in Section 23 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.

25. **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.

26. **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.

27. **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 to 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.

28. **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 for five (3) years or until amended or terminated; provided, that the indemnification and hold harmless provision shall survive the termination. The Chamber reserves the option to renew or extend the agreement for up to two (2) additional years.

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

STANDARD PROFESSIONAL SERVICES AGREEMENT
WITH: __________________________

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

SCOPE OF SERVICE

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 auditable records of vendors, sales and revenue in an orderly fashion accessible 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. 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.
7. Deposits will be delivered to the Chamber office each Tuesday between 11:00 a.m. and 2:00 p.m. Deposits will be the full amount of funds earned during Market.
8. Prevent unauthorized vendors and/or local merchants from participation in market without prior specific approval of Chamber’s market administrator.
9. 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).
10. 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.

**Market Specific**
1. The Market shall include approximately 30-50 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. as weather permits 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.

**CHAMBER RESPONSIBILITIES:**

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

1. Prepare and submit all local, county and state permit applications, reports and fees required
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.
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.
EXHIBIT B

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

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 45% of profit of Market which amount includes all out-of-pocket expenses.
EXHIBIT C

OLD TOWN SAN DIEGO CHAMBER OF COMMERCE

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.
Executive Director Monthly Report

July 2018

Committee Meetings

Organization Committee: July 10, 2018
- Harney Street Market
- Employee Handbook/Employment Paperwork
- Board Retreat
- 250th Commemoration

Design Committee: July 9, 2018
- Gateway update
- Wayfinding update
- Historical Banners update

Promotions Committee: July 12, 2018
- Art and Craft Fair – Craft Beer Festival/Wine Tasting
- Taste + Tequila, November 29, 2018
- Dia de los Muertos, November 1-2, 2018

Additional Meetings

July 5, 2018 – Daniel Boudinot, ADP
July 9, 2018 – David’s Harp Foundation
July 10, 2018 – Marketing Merchant Meeting, State Park
  - Tom D’Amato, The Hopper
  - Neighborhood Leader Meeting, Chris Ward
July 11, 2018
  - Old Town Community Planning Group
  - Robyn Geantil, Mormon Battalion
July 12, 2018
  - Gwen Annesse, Fiesta de Reyes
July 17, 2018
  - 250th Commemoration Planning Meeting
  - Robin Hopper, The Hopper
July 26, 2018
  - San Diego Planning Commission Meeting
July 30, 2018
  - Larry Vasquez, Greywolf Productions
- John Lambeth, Civitas
- Leslie Devaney, Christina Cameron, Devaney Pate Morris & Cameron, LLP

July 31, 2018

New Projects:
- Create public monthly e-newsletter
- Neighborhood Reinvestment Grant Application for 2019
- Remove encampment from Harney parking lot
- Tree repair in Harney parking lot

Ongoing Projects:
- Prepare agendas for committee and board meetings
- Send email communication outlining meeting schedule multiple times each month
- Respond to community and member questions
- Develop and outline social media schedule
- Facilitate communication between legal counsel and Paris Davis
- Prepare grant proposal for Gateway Sign
- Create a list of media sources for promotions committee
- Create a list of funding sources for fundraising activities
- Continue planning for the annual Arts and Crafts show
- Create sponsorship deck for Old Town Chamber of Commerce
- Create sponsorship deck for 250th Commemoration of San Diego
- Create employee handbook and employment documents for Chamber Staff

Future Projects:
- Begin planning for Dia de los Muertos
- Begin planning for Taste + Tequila
- Create a Membership Brochure
Executive Director Monthly Report
August 2018

Committee Meetings

Design Committee: August 1, 2018
- Gateway update
- Wayfinding update
- Historical Banners update

Promotions Committee: August 2, 2018
- Art and Craft Fair – Craft Beer Festival/Wine Tasting
- Taste + Tequila, November 29, 2018
- Dia de los Muertos, November 1-2, 2018

Organization Committee: August 7, 2018
- Harney Street Market
- Employee Handbook/Employment Paperwork
- Board Retreat
- 250th Commemoration

Design Committee: August 27, 2018
- Gateway update

Additional Meetings

August 2 – IFS Subcommittee
August 2- Ahna Covell – United
August 3 – David Thornton, 250th Commemoration
August 7 – 250th Commemoration Planning Meeting
August 8 – Fiesta de Reyes, Las Posadas
August 8 – Vanessa Bernal, Office of Councilmember Chris Ward
August 9 – Ann Dahlkamp, DIF Priorities
August 9 – Ron LaChance, Harney Street Market
August 13 – FYC Labs, Graphic Design
August 14 – Nichole Farley, Civitas, MAD Formation
August 16 – Cindy Kodama, City of San Diego Department of Special Events
August 22 – Economic Development Focus Group, City of San Diego Parks Master Plan
August 23 – BID Alliance Meeting
August 23 – Old Town Foundation, 4th Grade Program Funding
August 23 – Artelexia
August 24 – IFS Subcommittee
August 28 – KFMB, 250th Commemoration Proposal
August 28 – 250th Commemoration Planning Meeting
August 29 – John Lambeth, Civitas, MAD Formation Proposal

New Projects:
- Create public monthly e-newsletter
- Neighborhood Reinvestment Grant Application for 2019
- Remove encampment from Harney parking lot
- Tree repair in Harney parking lot
- Plan Dia de los Muertos Procession/Market
- Plan Taste & Tequila
- Facilitate fundraising activities

Ongoing Projects:
- Prepare agendas for committee and board meetings
- Send email communication outlining meeting schedule multiple times each month
- Respond to community and member questions
- Develop and outline social media schedule
- Create a list of funding sources for fundraising activities
- Create sponsorship deck for Old Town Chamber of Commerce
- Create sponsorship deck for 250th Commemoration of San Diego
- Create employee handbook and employment documents for Chamber Staff
- Neighborhood Reinvestment Grant Application for 2019
- Tree repair in Harney parking lot
- Facilitate MAD Formation Research

Future Projects:
- Begin planning for Dia de los Muertos
- Begin planning for Taste + Tequila
- Create a Membership Brochure

Completed Projects:
- Remove encampment from Harney parking lot
- Neighborhood Reinvestment Grant 2018
- Create a list of media sources for promotions committee
- Facilitate communication between legal counsel and Paris Davis
### Week Receipts 2018-2019

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