



**San Ysidro Chamber of Commerce
Board of Directors Meeting
Tuesday, October 24, 2017
9:00 A.M. at the San Ysidro Community Service Center**

Agenda

1. Welcome and Convening of Meeting, Roll Call and Introductions
2. Non-Agenda Public Comment

Public comment may be made on any subject in the Board's area of responsibility. In the interest of dealing with business on hand, comments are limited to no more than three (3) minutes total per subject, regardless of the number of those who wish to speak. (Comments relating to today's agenda are to be taken at the time the item is heard.) The President has the ability to reduce speaker time in the interest of accomplishing board business. Pursuant to the Brown Act, no discussion or action, other than a referral, shall be taken or had by the Board on any issue brought forth under "Non-Agenda Public Comment."

- | | | | |
|----|---|----------------------------------|---------------|
| 3. | Approval of September Minutes | | ACTION |
| 4. | Presentation | | |
| | 401k's for Small Business | Luis Alcalá, WestPac Investments | Information |
| 5. | President's Report | President Goudeau | Information |
| 6. | Executive Director's Report | | Information |
| | a. ULI Binational TAP Agreement and Funding | | |
| | b. November 3,4 Road Trip | | |
| | c. 2017 Holidays on the Border | | |
| | d. Sign Maintenance Agreement | | |
| 7. | New Business | | |
| | a. Planning Meeting for 2018 Gala | | Discussion |
| | b. 2017 Posada | | Discussion |
| | c. 2018 Direction | | Discussion |
| 8. | Treasurer's Report | | |
| | a. Monthly Performance | | |
| | b. YTD Actual-to-Budget Comparison | | |
| | c. 2 nd ½ of year budget | | |
| 9. | Adjourn (10:30am) | | |

NEXT BOARD MEETING: November 28

****Committee Meetings**

COMMITTEE

Transportation (BTC)

2nd Tuesday each month 1030 am

Smart Border Coalition

2nd Wednesday, 9:30 am

Education Committee

3rd Wednesday of the month, 12:00 pm

Boulevard Committee

3rd Wednesday of the month 3:00 pm

Events & Promotions Committee

3rd Wednesday of the month 4:00 pm

Border Public Arts Committee (BPAC)

1st Saturday of the month 11:00 am

CHAIR/ CHAMBER REP

Chair Bates

Coordinator Wells

Chair Nagura

Chair Ripa

Chair Goudeau

Chair Meza

**San Ysidro Chamber of Commerce
Profit & Loss Budget Overview
July 1 through October 19, 2017**

Accrual Basis

| | BID Jul 1 - Oct 19, 17 | CHAMBER Jul 1 - Oct 19, 17 | SBEP Jul 1 - Oct 19, 17 | TOTAL Jul 1 - Oct 19, 17 |
|--|---------------------------|-------------------------------|----------------------------|-----------------------------|
| Income | | | | |
| Surplus brought forward | 0.00 | 0.00 | 0.00 | 0.00 |
| 40000 · BID A.Reduction to Stipulated | 0.00 | 0.00 | 0.00 | 0.00 |
| 40020 · BID Assessments | 157,000.00 | 0.00 | 0.00 | 157,000.00 |
| 40025 · BID Bank Members | 0.00 | 0.00 | 0.00 | 0.00 |
| 40030 · Rents from Subleases | 0.00 | 23,000.00 | 0.00 | 23,000.00 |
| 40040 · Premium Membership | 0.00 | 115,000.00 | 0.00 | 115,000.00 |
| 40050 · Event Revenue | | | | |
| Business Awards Gala | 0.00 | 40,000.00 | 0.00 | 40,000.00 |
| Golf Tournament | 0.00 | 20,000.00 | 0.00 | 20,000.00 |
| Independence Day | 0.00 | 25,000.00 | 0.00 | 25,000.00 |
| Monthly Meetings | 0.00 | 2,400.00 | 0.00 | 2,400.00 |
| 40050 · Event Revenue - Other | 0.00 | 0.00 | 0.00 | 0.00 |
| Total 40050 · Event Revenue | 0.00 | 87,400.00 | 0.00 | 87,400.00 |
| 40060 · Reimbursement | 0.00 | 0.00 | 0.00 | 0.00 |
| 40070 · City Fees & Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 40080 · BPAC Donations | 0.00 | 5,750.00 | 0.00 | 5,750.00 |
| 40090 · Education Committee Donations | 0.00 | 0.00 | 0.00 | 0.00 |
| 40100 · AMIGOS Program | 0.00 | 31,200.00 | 0.00 | 31,200.00 |
| 40110 · PROW Program | 0.00 | 600.00 | 0.00 | 600.00 |
| 40130 · Other Government Sources | 0.00 | 0.00 | 0.00 | 0.00 |
| 40135 · Banner Income | 0.00 | 0.00 | 0.00 | 0.00 |
| 40140 · Tax Increment | 0.00 | 0.00 | 0.00 | 0.00 |
| 40145 · Printing Donation | 0.00 | 0.00 | 0.00 | 0.00 |
| 40150 · Newslett/Directory Advertising | 0.00 | 13,000.00 | 0.00 | 13,000.00 |
| 40155 · Hearts & Hands Cleaning Program | 0.00 | 0.00 | 0.00 | 0.00 |
| 41000 · SBEP | 0.00 | 0.00 | 18,000.00 | 18,000.00 |
| 41010 · Tech. Assistance/Actng. | 0.00 | 0.00 | 5,000.00 | 5,000.00 |
| 42000 · Mayor's Office | 0.00 | 0.00 | 0.00 | 0.00 |
| 42010 · Employee Reimb | 0.00 | 0.00 | 0.00 | 0.00 |
| 42030 · Cash in Treasury | 0.00 | 0.00 | 0.00 | 0.00 |
| 45500 · BID Council-Internet Reimb | 0.00 | 0.00 | 0.00 | 0.00 |
| 70010 · Interest Income | 0.00 | 0.00 | 0.00 | 0.00 |
| 70020 · Insurance Refund | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Income | 157,000.00 | 275,950.00 | 23,000.00 | 455,950.00 |
| Expense | | | | |
| Meetings | 0.00 | 0.00 | 0.00 | 0.00 |
| 42500 · Bad Debt Expense | 0.00 | 0.00 | 0.00 | 0.00 |
| 50013 · Travel | 0.00 | 3,000.00 | 0.00 | 3,000.00 |
| 50015 · Gifts | 0.00 | 0.00 | 0.00 | 0.00 |
| 50021 · Maintenance | 0.00 | 0.00 | 0.00 | 0.00 |
| 50025 · Business Promotion/ Development | | | | |
| Cleaning & Maintenance | 42,000.00 | 0.00 | 0.00 | 42,000.00 |
| Directory | 5,000.00 | 0.00 | 0.00 | 5,000.00 |
| 512150 · Community Festival | 0.00 | 0.00 | 0.00 | 0.00 |
| 512160 · Small Business Recognition | 0.00 | 0.00 | 0.00 | 0.00 |
| 50025 · Business Promotion/ Development - Other | 0.00 | 0.00 | 0.00 | 0.00 |
| Total 50025 · Business Promotion/ Development | 47,000.00 | 0.00 | 0.00 | 47,000.00 |
| 50028 · Interns | 0.00 | 0.00 | 0.00 | 0.00 |
| 50029 · Training | 0.00 | 0.00 | 0.00 | 0.00 |
| 50030 · BLDG expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 50045 · Board Meetings/Retroat/AGM | 0.00 | 0.00 | 0.00 | 0.00 |
| 50050 · Chamber Events | | | | |
| Business Awards Gala exp | 0.00 | 21,500.00 | 0.00 | 21,500.00 |
| Golf Tournament exp | 0.00 | 13,000.00 | 0.00 | 13,000.00 |
| Independence Day exp | 0.00 | 25,000.00 | 0.00 | 25,000.00 |
| Monthly Meetings | 0.00 | 1,300.00 | 0.00 | 1,300.00 |
| 50050 · Chamber Events - Other | 0.00 | 0.00 | 0.00 | 0.00 |
| Total 50050 · Chamber Events | 0.00 | 60,800.00 | 0.00 | 60,800.00 |
| 50080 · BPAC Projects | 0.00 | 0.00 | 0.00 | 0.00 |
| 50081 · Legal Fees | 0.00 | 0.00 | 0.00 | 0.00 |
| 50085 · Misc | 0.00 | 0.00 | 0.00 | 0.00 |
| 50100 · AMIGOS Payments | 20,000.00 | 67,398.00 | 0.00 | 87,398.00 |
| 50153 · Legal | 0.00 | 0.00 | 0.00 | 0.00 |
| 51010 · Economic Restructuring | 0.00 | 0.00 | 0.00 | 0.00 |
| 51025 · Special Events/ Projects | | | | |
| Street Banners | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| 51025 · Special Events/ Projects - Other | 0.00 | 0.00 | 0.00 | 0.00 |

**San Ysidro Chamber of Commerce
Profit & Loss Budget Overview
July 1 through October 19, 2017**

Accrual Basis

| | BID Jul 1 - Oct 19, 17 | CHAMBER Jul 1 - Oct 19, 17 | SBEP Jul 1 - Oct 19, 17 | TOTAL Jul 1 - Oct 19, 17 |
|--|---------------------------|-------------------------------|----------------------------|-----------------------------|
| Total 51025 · Special Events/ Projects | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| 51027 · SANDAG Outreach Project | 0.00 | 0.00 | 0.00 | 0.00 |
| 51028 · SD Co Grant | 0.00 | 0.00 | 0.00 | 0.00 |
| 51029 · SDRA utility boxes | 0.00 | 0.00 | 0.00 | 0.00 |
| 51030 · Signature Event | 0.00 | 0.00 | 0.00 | 0.00 |
| 512059 · Personnel | | | | |
| 50010 · Staff Recruitment/Retention | 0.00 | 0.00 | 0.00 | 0.00 |
| 50090 · Employee Retirement Benefits | 0.00 | 900.00 | 0.00 | 900.00 |
| 50310 · Salaries | 57,600.00 | 65,002.00 | 16,800.00 | 139,402.00 |
| 50311 · Commissions | 0.00 | 16,054.00 | 0.00 | 16,054.00 |
| 50315 · Payroll Taxes | 4,560.00 | 5,476.00 | 1,200.00 | 11,236.00 |
| 50320 · Health Benefits | 6,840.00 | 20,050.00 | 0.00 | 26,890.00 |
| 50325 · Workers Compensation | 0.00 | 1,420.00 | 0.00 | 1,420.00 |
| 50330 · Payroll Fees | 0.00 | 0.00 | 0.00 | 0.00 |
| 512059 · Personnel - Other | 0.00 | 0.00 | 0.00 | 0.00 |
| Total 512059 · Personnel | 69,000.00 | 108,902.00 | 18,000.00 | 195,902.00 |
| 512059c · Consulting | 0.00 | 0.00 | 0.00 | 0.00 |
| 512069 · Consulting Services | | | | |
| 50151 · Accounting | 11,400.00 | 0.00 | 3,000.00 | 14,400.00 |
| 512069 · Consulting Services - Other | 0.00 | 8,560.00 | 0.00 | 8,560.00 |
| Total 512069 · Consulting Services | 11,400.00 | 8,560.00 | 3,000.00 | 22,960.00 |
| 512110 · Design | | | | |
| 512110b · Special Proj. - Banners | 0.00 | 0.00 | 0.00 | 0.00 |
| 512120 · Design & Improvement | 0.00 | 0.00 | 0.00 | 0.00 |
| 52030 · Benches - Community Us | 0.00 | 0.00 | 0.00 | 0.00 |
| 512110 · Design - Other | 0.00 | 0.00 | 0.00 | 0.00 |
| Total 512110 · Design | 0.00 | 0.00 | 0.00 | 0.00 |
| 512143 · Office Operational Costs | | | | |
| Supplies | 0.00 | 0.00 | 0.00 | 0.00 |
| 50020 · Rent & Utilities | 3,400.00 | 9,900.00 | 0.00 | 13,300.00 |
| 50070 · Insurance | 0.00 | 4,200.00 | 0.00 | 4,200.00 |
| 50110 · Dues and Subs. | 0.00 | 1,160.00 | 0.00 | 1,160.00 |
| 50115 · Postage & Shipping | 0.00 | 200.00 | 0.00 | 200.00 |
| 50120 · Computer/Software/Equip | 0.00 | 5,400.00 | 2,000.00 | 7,400.00 |
| 50152 · Telephone. | 0.00 | 1,560.00 | 0.00 | 1,560.00 |
| 512143t · Telephone | 0.00 | 0.00 | 0.00 | 0.00 |
| 512143 · Office Operational Costs - Other | 0.00 | 2,400.00 | 0.00 | 2,400.00 |
| Total 512143 · Office Operational Costs | 3,400.00 | 24,820.00 | 2,000.00 | 30,220.00 |
| 512153 · Contingency | 3,200.00 | 0.00 | 0.00 | 3,200.00 |
| 51525 · Promotions | 0.00 | 0.00 | 0.00 | 0.00 |
| 51565 · Special Projects-LISC | 0.00 | 0.00 | 0.00 | 0.00 |
| 52001 · Bank Fees | 0.00 | 900.00 | 0.00 | 900.00 |
| 52002 · Hardship Allowance | 0.00 | 0.00 | 0.00 | 0.00 |
| 52004 · Organizational Committee | 0.00 | 1,570.00 | 0.00 | 1,570.00 |
| 52020 · Trash Containers - Community Us | 0.00 | 0.00 | 0.00 | 0.00 |
| 52050 · Utilities | 0.00 | 0.00 | 0.00 | 0.00 |
| 52060 · Depreciation Expense | 0.00 | 0.00 | 0.00 | 0.00 |
| 66900 · Reconciliation Discrepancies | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expense | 157,000.00 | 275,950.00 | 23,000.00 | 455,950.00 |
| Net Income | 0.00 | 0.00 | 0.00 | 0.00 |



PUBLIC IMPROVEMENT MAINTENANCE AGREEMENT

APPROVAL NUMBER:

PROJECT NUMBER:

This agreement is made by and between the City of San Diego, a Municipal Corporation [City] and the duly authorized representative of the San Ysidro Chamber of Commerce [SYCC], located at 663 East San Ysidro Blvd, San Ysidro, CA 92173.

The City of San Diego obtained a grant from the San Diego Association of Governments [SANDAG] for the design, manufacturing, and installation of Wayfinding Signage. In consideration of the grant of permission by the City of San Diego to maintain the following enhanced public improvements, "Wayfinding Signage," and as described in Exhibit A, incorporated by reference and attached hereto over, under, and across the public right of way ("ROW") incorporated by reference and attached hereto, for the use and benefit of the general public traveling to the San Ysidro International Port of Entry, SYCC covenant and agree with the City Of San Diego as follows:

(a) The Wayfinding Signage shall be maintained in a safe and sanitary condition at the sole cost, risk, and responsibility of the SYCC.

(b) With respect to any liability, including but not limited to claims asserted, demands, causes of action, costs, expenses, losses, attorney fees, damages, expenses or payments that the City may sustain or incur in any manner for damages or injuries, including those to any person (including disability, dismemberment, illness damages, or death) or property, arising from, related to, or resulting from the maintenance, state of use, repair, or presence of the Wayfinding Signage, the SYCC agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against any and all liability.

(c) The SYCC's duty to defend, indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the sole or active negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity coverage extended herein shall apply to the City only if its actions are deemed secondary and passive and the City was in no way actively negligent. Nothing contained in this section shall be construed to alter, modify or otherwise waive or affect the rights, remedies, contractual provisions, clauses, covenants or duties not expressly stated herein, all of which are reserved to the parties. SYCC further agrees to pay any and all costs the City incurs to enforce the indemnity and defense provision above.

(d) If City requires relocation or removal of all or part of Wayfinding Signage, City shall give the SYCC thirty (30) calendar days' written notice. The SYCC shall thereafter have one hundred fifty (150) calendar days to relocate or remove all or part of Wayfinding Signage. The City will commit express review times to SYCC at no additional cost for permitting of alternate location. The SYCC shall restore the discrete area where the Wayfinding Signage was located within the ROW to its conditions as they existed on the date of execution of this Agreement, subject to normal wear and tear. The SYCC agrees to pay any and all costs to relocate or remove all or part of the Wayfinding Signage. The removal of all Wayfinding Signage shall cause termination of Agreement by the City.

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC.1180 ET.SEQ. This information is available in alternative formats for persons with disabilities, upon request.

(e) If SYCC requires relocation or removal of all or part of the Wayfinding Signage, the SYCC shall give the City thirty (30) calendar days' written notice. The SYCC shall thereafter have one hundred fifty (150) calendar days to relocate or remove all or part of Wayfinding Signage. The SYCC agrees to pay any and all costs to relocate all or part of the Wayfinding Signage. The SYCC shall restore the discrete area where the Wayfinding Signage was located within the ROW pursuant to section (d) of this Agreement. The removal of all Wayfinding Signage shall cause termination of Agreement by SYCC.

(f) In case of an emergency, as determined by the City, the City shall give the SYCC thirty (30) calendar days' written notice to remove all or part of the Wayfinding Signage. SYCC shall thereafter have forty-five (45) days thereafter to remove all or a part of the Wayfinding Signage. If the SYCC fails to begin removal of all or part of the Wayfinding Signage, the City may cause the work to be done, and the costs thereof shall be the responsibility of the SYCC. The City's request to remove the Wayfinding Signage shall not be arbitrary or without reason.

(g) Whatever rights and obligations were acquired by the City with respect to the rights-of-way shall remain and continue in full force and effect and shall in no way be affected by the City's grant of permission to construct and maintain the Wayfinding Signage.

(h) The SYCC shall maintain a policy of \$1 million liability insurance, with the City of San Diego and its respective elected officials, officers, employees, agents, and representatives named as additional insureds, in an amount approved by the City, that will protect the City from any potential claims which may arise from the Wayfinding Signage.

(i) The SYCC obligations under this Agreement shall also apply to their successors-in-interest.

(j) In the event the City is required to place, replace or maintain a public improvement where the SYCC has constructed the Wayfinding Signage, the SYCC shall pay the City that portion of the cost of placement, replacement, or maintenance caused by the construction, or existence of the Wayfinding Signage.

(k) SYCC shall, at SYCC's sole cost and expense and to the City's satisfaction, maintain the Wayfinding Signage in good order and repair and in a safe, healthy, and sanitary condition at all times that this Agreement is in effect. City shall at no time during the term of this Agreement be required to make any improvements or repairs to the Wayfinding Signage. SYCC shall keep the Wayfinding Signage free and clear of rubbish, debris and litter at all times.

(l) SYCC shall bear all risks and liability arising out of or in any manner directly or indirectly connected with SYCC's occupancy, use, development, maintenance, and restoration of the Wayfinding Signage and any damages to the Wayfinding Signage resulting directly or indirectly thereby.

(m) By entering into this Agreement, the City is not obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to SYCC's occupancy, use, development, maintenance, or restoration of the Wayfinding Signage.

Discretionary actions include without limitation rezoning, variances, environmental clearances, and all other required governmental approvals.

(n) SYCC shall not assign any rights granted by this Agreement or any interest in this Agreement without City's prior written consent, which not may be unreasonably withheld or delayed.

(o) SYCC shall, at its sole cost and expense, comply with all applicable rules, regulations, ordinances, laws and direction of all City, county, state and federal governing authorities.

(p) Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or other affiliation between City and SYCC or between City and any other entity or party, or cause City to be responsible in any way for the debts or obligations of SYCC or any other party or entity.

(q) This Agreement constitutes the entire agreement between the patties and supersedes any and all prior understandings, representations, warranties and agreements between them pertaining to this Agreement and SYCC's occupancy, use, development, maintenance, and restoration of the Wayfinding Signage.

(r) Any notice required to be given under this Agreement shall be in writing and may be served personally or delivered by United States mail, postage prepaid and addressed as follows:

THE CITY OF SAN DIEGO
Deputy City Engineer-Subdivisions
Development Services Department
1222 1st Ave, MS 501
San Diego, CA 92101

SAN YSIDRO CHAMBER OF COMMERCE
663 E San Ysidro Blvd
San Ysidro, CA 92173

(s) Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity shall provide City with evidence, satisfactory to City, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

| | |
|--|--|
| <p>_____ (SYCC Signature) Executive Director San Ysidro Chamber of Commerce</p> <p>_____ (Date)</p> <p>APPROVED AS TO FORM</p> | <p>See Attached Exhibit "A" (1 Page) See Drawing Number XXXX·D on file with the City of San Diego</p> <hr/> <p>CITY OF SAN DIEGO APPROVED:</p> <p>_____ (City Control Engineer Signature)</p> <p>_____ (Print Name)</p> <p>_____ (Date)</p> |
|--|--|