

COUNCIL ACTION  
EXECUTIVE SUMMARY  
FOR  
PUBLIC SAFETY AND NEIGHBORHOOD SERVICES COMMITTEE  
MEETING OF MAY 26, 2010

DATE ISSUED: May 18, 2010  
ATTENTION: City Council President and City Council  
ORIGINATING DEPARTMENT: City Planning & Community Investment  
SUBJECT: FY 2011 Community Parking District [CPD] Plans and Budgets  
COUNCIL DISTRICT(S): 2, 3, 7, 8  
CONTACT/PHONE NUMBER: Meredith Dibden Brown (619) 236-6485/  
Alicia Martinez-Higgs (619) 236-6488

**REQUESTED ACTION:**

- Approve the FY 2011 Implementation Plans and Budgets for the Community Parking Districts of Downtown, Uptown and Mid-City (El Cajon Boulevard Business Improvement Association and University Heights Community Development Corporation represented areas).
- Authorize the Chief Financial Officer to appropriate and expend FY2010 funds for FY2011: \$773,480 within the Uptown CPD Fund, \$84,950 within the Mid-City CPD Fund, and \$2,394,845 within the Downtown Community Parking District Fund for the execution of the approved Implementation Plans and Budgets associated with the respective Community Parking Districts.
- Authorize the Chief Financial Officer to appropriate and expend the Fund Balances at FY2010 fiscal year end (reflecting carry-over of CPD funds from previous fiscal years) within the Downtown, Uptown and Mid-City Community Parking District Funds, as reduced by any FY 2010 agreement expenditures incurred not already deducted from these Funds, and as increased or reduced to reflect actual parking meter revenues collected in FY 2010, to augment the FY2011 funding for the execution of the Implementation Plans and Budgets for the respective districts.
- Authorize the Mayor or designee to execute an agreement or MOU with each specified organization for FY 2011.
- Authorize the Chief Financial Officer to appropriate and expend \$171,225 from the CPD Program Administration Costs Fund for the City's administration of the CPD Program in FY2011.

**STAFF RECOMMENDATION:** Approve the requested actions.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:** Community Parking Districts [CPD's] are authorized under City Council Policy 100-18, adopted on March 4, 1997 and amended on November 15, 2005. The Policy establishes a "Community Parking District

Program,” that allows communities, with the approval of the City Council, to implement parking solutions in neighborhoods that face serious parking challenges and which allows each CPD to retain 45 percent of parking meter revenues collected within its boundaries. At present, the City has six Community Parking Districts (CPD): Downtown, Uptown, Mid-City, La Jolla, Old Town, and Pacific Beach though only the first three districts have parking meters and hence parking meter revenue.

In general, pursuant to Council Policy, 100-18, the CPD funds are dedicated for improvements and activities that increase the availability, supply, and effective use of parking to residents, visitors, and employees. Funds may be accumulated over time for future capital improvements, or may be used for improving parking management, increasing parking supply (parking structures, surface lots, etc.), marketing, signage, printed materials, web sites, extraordinary maintenance, landscaping, or extraordinary security as it pertains to parking.

Each CPD has a designated Advisory Board responsible for developing plans. For those CPDs with meter revenue they are also responsible for expending allocated revenue in accordance with the Council policy. The advisory boards operate either through a nonprofit business improvement association or a nonprofit community development corporation, which contracts with the City to develop Implementation Plans, manage CPD funds, and fulfill the community’s parking goals as stated in each Implementation Plan. For those CPD’s without parking meter revenue the Advisory Boards may now meet and make recommendations to the City on parking-related matters pursuant to the Council Policy. These Advisory Boards were previously advised by the City Attorney’s office to not meet until such time as a Conflict of Interest Code was approved by Council (which occurred in January 2010).

In the Mid-City CPD, the Parking Advisory Board recommended and approved a Memorandum of Understanding in 1999 that was entered into by El Cajon Boulevard Business Improvement Association, University Heights Community Development Corporation, and Greater Golden Hill Community Development Corporation for each of the non-profit corporations to act as the responsible fiscal entity to carry out the CPD Program for their respective geographic portions of the District. The Mid-City Parking Advisory Board continues to meet to address district wide concerns and to share information about common parking concerns, however, separate Implementation Plans and Budgets have been submitted by El Cajon Boulevard Business Improvement Association and University Heights CDC. Due to the very small amount of funding available to Golden Hill CDC for FY2011 no agreement is proposed.

In Uptown, there have been ongoing efforts over the last year to enhance the community involvement and governance of the Uptown Partnership in response to concerns raised at City Council. As a result, the Partnership has increased the size of its Board of Directors, set term limits, and added procedures for electing directors that include selection by neighborhood groups and Council Districts 2 and 3 rather than relying solely on self-selection, which is customary for nonprofit corporations that have no members. A Hillcrest Parking Committee was established to facilitate this community’s involvement and identify projects that could be recommended to Uptown Partnership. Members of the other communities within Uptown are encouraged to participate in the CPD program using a similar mechanism. Community input at nine public

meetings held by Uptown Partnership and 10 neighborhood meetings attended by Uptown Partnership has resulted in the submitted Implementation Plan and Budget.

The Downtown CPD advisory board is the Centre City Development Corporation (CCDC), which has authorized the Downtown Parking Management Group to continue to oversee the Downtown Parking Pilot and to make other recommendations related to addressing parking-related impacts. The Downtown CPD program has resulted in the construction of two parking structures and a portion of the CPD revenue is obligated for debt service on the parking garage bonds. The Downtown CPD Implementation Plan includes projects which are also partially funded through the Redevelopment Project Area. Since CCDC is an agency of the City, we will execute an MOU for the CPD program services rather than a reimbursement agreement.

**FISCAL CONSIDERATIONS:** This action authorizes the appropriation and expenditure (via agreements or MOU) of CPD funds that the City Council previously appropriated in the FY10 Annual Budget plus the carry-over from previous years and any year-end adjustments within the CPD funds. As a result, there is no new fiscal impact to the City.

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):** This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

**PREVIOUS COUNCIL and/or COMMITTEE ACTION:** Each year, the City Council approves the Implementation Plans and Budgets for the CPD's and authorizes the appropriation and expenditure of CPD funds, which occurred most recently in R-305308, dated October 6, 2009. In January 2010, a Conflict of Interest Code was approved by Council for the designated CPD Advisory Boards by Resolution R-305548.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:** Each CPD Advisory Board holds regular monthly meeting and publishes newsletters which are distributed to community residents and business owners. In addition, CPD representatives sit on the citywide Parking Advisory Board and provide updates at meetings that are noticed and open to the public. Each organization also considered and voted on the Implementation Plan and Budget at a public meeting.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:** Direct beneficiaries of this action include the agencies that administer each CPD: Centre City Development Corporation; Uptown Partnership, Inc.; El Cajon Blvd. Business Improvement Association; University Heights Community Development Corporation. Other beneficiaries are motorists anticipated to benefit from the activities and improvements designed to address parking issues within the CPD's.

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William Anderson, FAICP  
CP&CI Department Director

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Jay M. Goldstone  
Chief Operating Officer

REDEVELOPMENT AGENCY OF  
THE CITY OF SAN DIEGO

DOWNTOWN COMMUNITY PARKING  
DISTRICT  
ADMINISTERED BY THE CENTRE CITY  
DEVELOPMENT CORPORATION  
FY 2010-2011 BUDGET

Prepared By:  
Centre City Development Corp. (CCDC)

Downtown Community Parking District  
Administered by the Centre City Development Corporation

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## **DOWNTOWN COMMUNITY PARKING DISTRICT ANNUAL REPORT**

Since the inception of the Downtown Community Parking District, Centre City Development Corporation (“Corporation”) has received approximately \$14.5 million in parking meter revenues. Downtown Community Parking District revenues, combined and leveraged with tax increment revenues, have contributed to the development of 2,000 new downtown public parking spaces since 1997. A 500-space public parking facility (Park It On Market) has been operating since January 2001. A temporary 187 space public surface parking lot (at 7<sup>th</sup> & Market Streets) and a temporary 75-space public surface parking lot (at 11<sup>th</sup> & Market Streets) were created. In a joint public/private development at the former Walker Scott site on Broadway, 270 public parking spaces have been created. The 1,230 space public/private 6<sup>th</sup> and K Parkade opened to the public in August 2004. The Corporation has also fostered the mission of the Comprehensive Downtown Parking Plan which calls for convenient, affordable, and long term public parking solutions by:

- Implementing a Way Finding signage program throughout the downtown area.
- Installation of 699 parking meters to increase turnover of parking and provide a better use of on-street parking to businesses.
- Constructing Phase One of the India Street Improvements increasing neighborhood parking by converting parallel parking spaces to angled or diagonal parking spaces on the east side of the street.
- Completing Residential Permit Parking studies for Little Italy and Cortez Hill which evaluated and documented the need for and appropriateness of residential parking permits in these downtown neighborhoods.
- Implementing the Cortez Hill Residential Permit Parking Program which was approved and adopted by City Council on October 21, 2003 (R-298526).
- Completing an inventory of public and private parking in downtown, which found that there are approximately 62,700 spaces available.
- A Parking Meter Reloading Terminal has been purchased by the Corporation and has been implemented in the Downtown Information Center.
- Actively participating in the Downtown Community Parking District’s Parking and Mobility Task Force and the City Manager’s Parking Task Force which were combined to become the Parking Advisory Committee.
- Actively participating in the Downtown Parking Management Group (DPMG) which was formed to oversee and manage the parking needs of downtown. The DPMG consists of

community members and provides input to the overall implementation of Downtown Community Parking District's parking programs. Currently, the group is testing the ways to increase utilization of parking meters by varying the rates and times of the meters to encourage more utilization. DPMG is also working on the Parking Meter New Technology Test program in conjunction with the City.

- Currently working with City staff to fund the acquisition of 125 New Technology Meters which will be purchased and maintained by the City. 50 of these meters are currently installed and an additional 75 new meters will be purchased in FY09 and FY10.
- Having contributed to the purchase of two vintage trolleys, along with the San Diego Vintage Trolley and Metropolitan Transit System, to be run on trolley lines downtown.
- Developed the Park It On Market public parking facility containing 500 parking spaces in six levels. The facility is located on the north side of Market Street between Sixth and Seventh Avenues and opened in January 2001. Park It On Market also has 2,300 square feet of retail space at the ground level. This parking facility serves the Gaslamp Quarter and East Village. In 1999, the Redevelopment Agency issued \$12.1 million of parking revenue bonds to fund the construction of Park It On Market. Net operating revenues from this parking facility, parking district revenues and certain subordinate tax increment revenues from the Centre City Redevelopment Project Area, secure the bonds. Revenues from the facility continue to improve each year with gross parking revenues of approximately \$2.1 million for the fiscal year 2008 with a net income after debt of \$495,701. To date, approximately \$1.4 million in Parking District Funds have been spent on the design and construction cost, as well as to service the debt.
- Developed 6th & K Parkade public parking facility which opened to the public on August 25, 2004. This structure contains 1,230 spaces in seven levels and is located on the full block bounded by Sixth and Seventh Avenues and "K" and "L" Streets. This parking facility serves the Gaslamp Quarter, East Village, Convention Center and the adjacent Petco Park. The project is a public/private venture between the Redevelopment Agency and JMI Realty with JMI Realty contributing approximately \$4.0 million towards the design and construction costs of the subterranean level. A total of 1,000 above grade parking spaces serve the public and a total of 230 basement-level spaces serves the Omni Hotel located south of "L" Street. The private portion of this venture contains 15,000 square feet of retail space on the ground level of the structure. Approximately \$7 million of tax increment and/or tax increment bond proceeds were used to acquire the site. In January 2003, the Redevelopment Agency issued \$20.1 million of subordinate parking bonds to fund the construction of the 6th & K Parkade. The bonds are secured by net operating revenues from this parking facility, the Park It On Market parking facility to the extent available, parking district revenues and certain subordinate tax increment revenues from the Centre City Redevelopment Project Area. While this parking facility was under construction, the debt service on this facility was paid entirely from parking district revenues. For Fiscal Year 2008 the garage had gross parking revenues of approximately \$2.7 million with a net operating loss of \$268,205 after debt of service. To date, approximately \$3.7 million in Parking District funds have been spent for

the design and constructions cost, as well as to service the debt. For Fiscal Year 2009, \$1.5 million of Parking District funds are being pledged for debt service.

- Developing the Corporation website ([www.ccdc.com](http://www.ccdc.com)) providing information on parking opportunities in the downtown area, including a comprehensive map of the approximate 62,700 downtown parking spaces.
- Preparation of several studies including a Transit Study, Shuttle Study, and the update to the Comprehensive Downtown Parking Plan (“Parking Plan”). Wilbur Smith & Associates has completed the Parking Plan and was approved by the Downtown Community Parking District in May 2009.
- Opened a universal valet program in the Little Italy neighborhood for public use.

CCDC continues to implement parking programs in the Downtown Community Parking District through a variety of other ongoing projects such as those described below.

- Street improvements within Cortez Hill with a vision to increase parking supply by converting parallel parking spaces to angled/diagonal, installing additional parking meters and revising the current street circulation patterns from two-way to one-way in the next fiscal year.
- Facilitating the sharing of private parking for public use and developing a community-based parking program in Little Italy. The parking program includes a universal valet, opening existing parking structures and surface lots currently not open to the public and an enhanced marketing program.
- Implement several district-wide public improvements, including traffic signals located in the Marina and East Village neighborhoods.
- Obligated \$1.4 million for the construction of 26 public parking spaces located in Cortez Hill at the Cedar Gateway affordable housing project.
- Land acquisition for future parking facilities.
- Updating the current Way Finding signage program.

Currently, the Downtown Community Parking District funds are pledged to the debt service for the Parking Revenue Bonds for Park It On Market North, the Subordinate Parking Bonds for 6<sup>th</sup> & K Parkade and provide for various activities described above and delineated in Attachment B, FY2011 Budget.

**Downtown Community Parking District**  
Administered by the Centre City Development Corporation  
**FY2011 BUDGET**  
(In Thousands)

	<u>EST FY2010 CARRYOVER</u>	<b>FY2011 <u>NEW</u></b>	<u>AVAILABLE BUDGET</u>
<b><u>Revenue</u></b>			
Parking Meter Revenue	<u>\$1,625</u>	<u>\$1,500</u>	<u>\$3,125</u>
Total FY 2011 Budget	<u>\$1,625</u>	<u>\$1,500</u>	<u>\$3,125</u>
<b><u>Expenditures</u></b>			
1 New Parking Meter - Pay by Space/Pay and Display	\$387	<b>\$13</b>	\$400
2 Area wide Land Acquisition - Potential Parking Sites	\$950	<b>\$250</b>	\$1,200
3 Little Italy Parking Program	\$0	<b>\$240</b>	\$240
4 Reserve for Debt Service	\$251 (1)	<b>\$698 (2)</b>	\$949
5 Way finding Signs	\$37	<b>\$213</b>	\$250
6 Cedar Gateway Public Parking	\$0	<b>\$0</b>	\$0
7 St. Josephs Park - Below-Grade Parking	\$0	<b>\$0</b>	\$0
8 Other Parking District Activities	<u>\$0</u>	<b><u>\$86</u></b>	<u>\$86</u>
Total FY 2011 Budget	<u>\$1,625</u>	<u>\$1,500</u>	<u>\$3,125</u>

- (1) Remaining balance of debt service to be paid on both garages. Will be released for projects paid in full.  
(2) First call on annual parking meter revenues is pledged to bondholder for debt service. Amount represents first semi-annual debt service payments. To the extent not required, it will be utilized for other parking program activities.

**CITY STAFF NOTE:** Additional Contingency Funds of \$900,000 may be used for Meter Replacements/Upgrades subject to the approval by CCDC/City through a mid-year revision to the Centre City & Horton Plaza Redevelopment Project Areas FY2010-2011 Budget.



## FY2010-11 IMPLEMENTATION PLAN AND BUDGET FOR THE UPTOWN COMMUNITY PARKING DISTRICT

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### INTRODUCTION

#### OUR PURPOSE

Uptown Partnership's purpose is to invest in and manage the public parking assets of the Uptown community and to influence policies that support those assets. The Partnership strives to increase parking opportunities, calm traffic, reduce congestion, promote walking and biking, increase pedestrian safety, and improve neighborhood appearance. We strive to balance parking availability, traffic circulation, transit effectiveness, and pedestrian mobility. Consistent with industry-recognized standards, our goal is to optimize the use of on-street public parking at 85% of capacity.

#### OUR HISTORY

Uptown Partnership Inc. began in 1997 as a community association named the Uptown Community Parking Meter District Advisory Board. When the San Diego City Council authorized creation of the Uptown Community Parking District (CPD) by resolution on December 2, 1997, it named the Uptown Parking Meter District Advisory Board as the group responsible for administering it. This group incorporated as Uptown Partnership Inc., a 501(c)(3) nonprofit community benefit corporation, on February 26, 1999.

#### OUR GOAL

Uptown Partnership's goal is to help drivers find convenient parking in Uptown with a minimum of effort.

## **IMPLEMENTATION PLAN TABLE OF CONTENTS**

In compliance with City Council Policy 100-18, Uptown Partnership, Inc. presents its Annual Implementation Plan for the Uptown Community Parking District in FY2010-11. This plan comprises the following sections.

- A. INTRODUCTION
- B. COMMUNITY INVOLVEMENT IN CPD MANAGEMENT
- C. SCOPE OF SERVICES | PROGRAM AND OPERATING BUDGETS FY2010-11
- D. RECENT ACTIVITIES AND ACCOMPLISHMENTS IN UPTOWN CPD FY2009-10
- E. RECOMMENDATIONS

## **A. INTRODUCTION**

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In the Uptown community – Bankers Hill-Park West, Hillcrest, Mission Hills, and Five Points – the City of San Diego returns 45% of parking meter revenues to the community through the Uptown Community Parking District. Each year, Uptown Partnership develops an Annual Implementation Plan for the Community Parking District that allocates parking meter revenues toward projects that are authorized by City Council Policy 100-18. The City Council must approve the Annual Implementation Plan before Uptown Partnership can work on the projects included in it.

### **WHY PLAN?**

To prepare Uptown for present and future mobility needs, primarily parking. We also plan for walkability, public transit, and biking because these all relate to the driver's ability to find a parking spot. Our goal is for drivers to find convenient parking in Uptown with a minimum of effort.

### **METER REVENUES**

Uptown Partnership works diligently to develop its Annual Implementation Plan to increase parking opportunities, calm traffic, reduce congestion, promote walking and biking, increase pedestrian safety, and improve neighborhood appearance. To develop our Annual Implementation Plan, we solicit project ideas from the public by attending neighborhood meetings and providing opportunities for community input at our committee and Board of Directors' meetings.

After potential projects are identified, the Partnership's Planning and Projects Committee evaluates them on the basis of conformity with City Council Policy 100-18. Other criteria may include the speed in which a project can be completed, if other funding is available for the project, the community's and neighborhood groups' support for the project, and the project's proximity to areas that generate meter revenues. Additionally, other Partnership committees participate in the process of reviewing the projects.

After careful analysis, the Planning and Projects Committee recommends projects for funding to the Board of Directors, who vote to approve the Annual Implementation Plan. The Board incorporates the multiple Partnership committee's and community's recommendations into the Annual Implementation Plan.

## B. COMMUNITY INVOLVEMENT IN CPD MANAGEMENT

1. COMMUNITY RELATIONS AND PUBLIC INPUT | GOVERNANCE
2. COMMUNITY RELATIONS AND PUBLIC INPUT | PROJECT SELECTION
3. COMMUNITY CONTEXT
4. COMMUNITY STUDIES
5. COMMUNITY PROJECTS

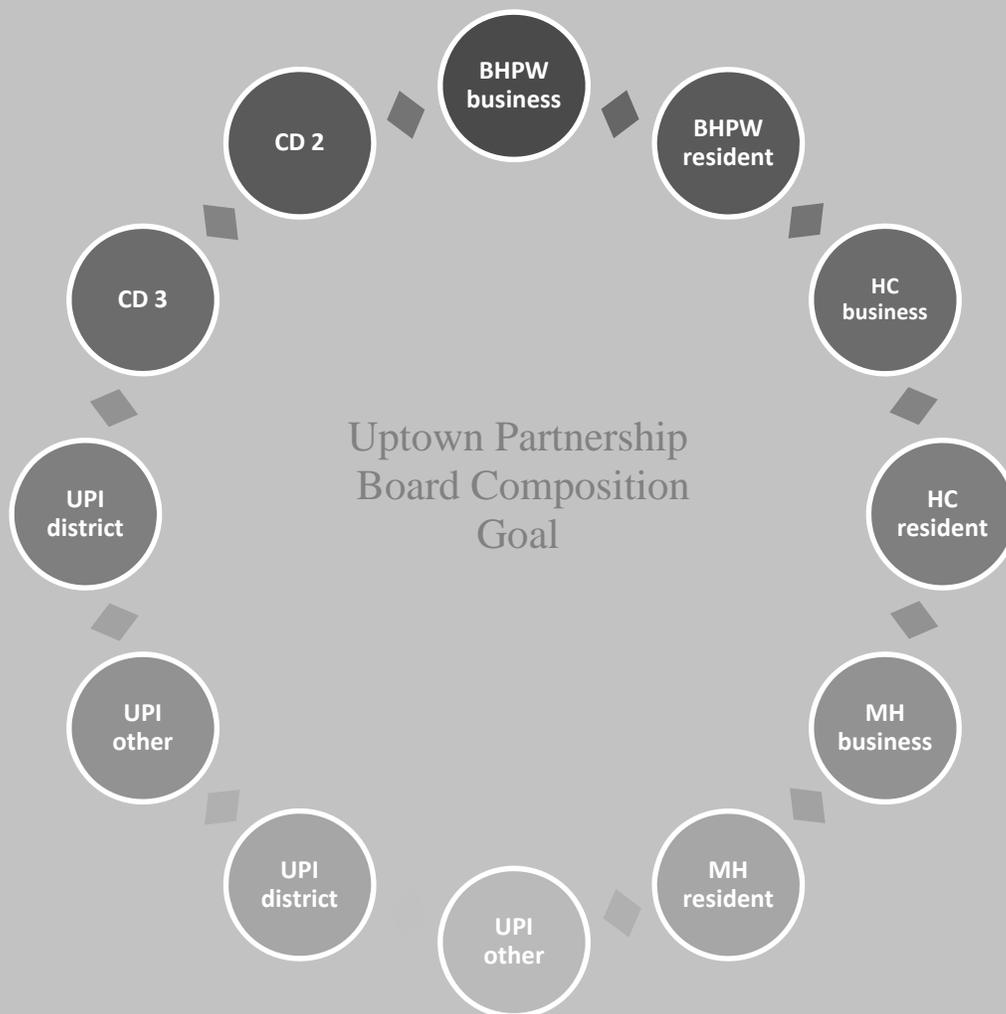
### 1. COMMUNITY RELATIONS AND PUBLIC INPUT | GOVERNANCE

#### CHANGES TO COME

Throughout the year, the Partnership has governance responsibilities to meet in addition to preparing its future year Annual Implementation Plan while working on projects.

In response to the desire of the community and Council Districts 2 and 3, the Partnership expanded its perspective on issues affecting the Uptown community and its neighborhoods. As a result, the Partnership has increased the size of its Board of Directors, set term limits, and added procedures for electing directors that do not rely solely on self-selection, customary for nonprofit corporations that have no members.

The graphic below illustrates the key elements of the decision and process to increase the size of the Partnership's Board of Directors from nine to twelve.



## BOARD RESPONSIBILITIES

Sec. 7.3 of the Partnership's Bylaws states, "The corporation intends that the board of directors shall collectively represent a diversity of relevant backgrounds and skills to enable the board of directors to make informed, well-balanced decisions on the economic viability and social impact of corporate activities." The Board as a whole will incorporate three standards to fulfill Sec. 7.3 of the Bylaws.

- ▶ Unique neighborhood needs.
- ▶ Uptown Parking District-wide viewpoint.
- ▶ Expertise in relevant areas.

Directors have legal duties of care, loyalty, and obedience. Duty of care requires each director to discharge duties in good faith, in a manner one reasonably believes to be in the best interests of the organization, and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. Duty of loyalty requires each director, when making a decision or acting on behalf of the organization, to set aside personal or conflicting interests and act solely in the best interest of the organization.

Duty of obedience requires each director to obey all laws pertaining to nonprofit organizations and act in furtherance of the organization's charitable purposes.

When participating in the business of Uptown Partnership, therefore, each director's obligation is to make decisions based on what is best for Uptown Partnership, regardless of the method by which the director was selected. The situation becomes complicated when a director also sits on another community governing body or board that has expressed a position about a matter under consideration by the Partnership's Board. Therefore, in September 2009, the Board of Directors of Uptown Partnership adopted a motion to clarify that members of the Uptown Partnership Board of Directors who also sit on other governing bodies or boards shall (a) represent the positions of such governing bodies or boards to Uptown Partnership only when authorized to do so by such bodies or boards and (b) represent the positions of Uptown Partnership to other governing bodies or boards only as authorized by the Partnership's Board. Also, Board members are required to complete the Form 700 as directed by the adopted conflict of interest code approved by City Council.

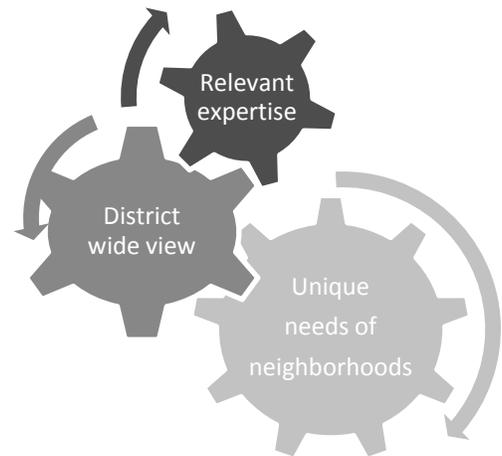
## BOARD STANDARDS

In addition to the standards above, the Board of Directors will apply efficiency and effectiveness as guiding principles for selecting directors, as follows.

- ▶ Efficiency
  - Involve as much of the existing neighborhood organizational structure as possible, *e.g.*, the Business Improvement Districts and Town Councils.
- ▶ Effectiveness
  - Ratify directors selected by neighborhoods and Council Districts, in keeping with the fiduciary duties of Uptown Partnership's Board of Directors.
- ▶ Efficiency + Effectiveness
  - Maintain the Board's size at 12 directors until the Board affirmatively determines that its work load requires more directors.

## MEETING EXPECTATIONS | BACKGROUND INFORMATION

On Oct. 5, 2009, Councilmember Faulconer distributed a memorandum outlining a proposal to create a "subarea" of the Uptown Community Parking District for the Bankers Hill-Park West neighborhood. This proposal would alter the decision-making structure of Uptown Partnership's Board of Directors. The City Council's Public Safety and Neighborhood Services Committee may hear this issue.



- ▶ Uptown Partnership requested further clarification of methods for increasing its Board's size. In a letter dated July 14, 2009, the Council Districts responded, "We also believe that the San Diego City Council should be involved in the selection of the new board members. Adding three members could be done by having a member chosen by District 2, District 3 and an at-large person chosen by the Mayor."
- ▶ During a meeting on July 14, 2009, the Council Districts and the Partnership agreed that a member of Uptown Planners could fulfill the desire to add an "at-large person" rather than asking the Mayor to make an appointment.
- ▶ At the Uptown Planners meeting on August 4, 2009, the Partnership's Executive Director announced that the Partnership Board would vote on August 6, 2009, regarding the proposal to seek applications from members of Uptown Planners. The Partnership Board approved the proposal, and the Partnership emailed the decision and a copy of the application form to the members of Uptown Planners.
- ▶ On August 31, 2009, the Partnership's Governance Committee selected a nominee from the applicants. The Committee recommended that the Board elect this individual as an "at-large person" to fill one of the new Board seats.
- ▶ On September 3, 2009, the Board of Directors elected the Governance Committee's nominee at its regular monthly meeting. The new member's term began immediately after that meeting. The Board conducted its annual workshop in October 2009, which included orientation for the new Board members.
- ▶ On September 3, 2009, the Board of Directors also adopted a policy that states, "Members of the Uptown Partnership Board of Directors who also sit on other governing bodies or boards shall (1) represent the positions of such governing bodies or boards only when authorized to do so by such bodies or boards and (2) represent the positions of Uptown Partnership to other governing bodies or boards only as authorized by the Board."
- ▶ On November 24, 2009, Uptown Partnership held a public workshop to explore issues relating to Uptown Partnership's governance. About 30 people attended, and 13 (43%) identified themselves as being from Bankers Hill-Park West.
- ▶ The Board of Directors incorporated ideas brought forward at the public workshop on November 24, 2009. Workshop participants encouraged the Partnership to develop a hybrid method of selecting directors that would (a) result in a balance of geographically-based representation and relevant expertise and (b) be phased in gradually.
- ▶ Throughout the year the Partnership's Governance Committee worked to find ways to expand the Board's perspective and create a system that incorporated the existence of formal community groups.
- ▶ On March 4, 2010, the Partnership discussed ratified one new Board member selected by the Mission Hills recognized community groups. (See Page 5) Additionally, the board discussed the ratification of new members, illustrated in the diagram above. The Partnership also thanked outgoing Board members for their years of service.
- ▶ Lacking a formal organization to request representation from, the Partnership sent approximately 1,200 letters to business owners in Bankers Hill-Park West explaining what we are and offering them the opportunity to (1) to rate applications from their peers applying for a board position or (2) apply to be a Partnership Board member. Selection of a new business person is anticipated for the April 2010 Board meeting.
- ▶ In May 2010, the Partnership anticipates ratifying a new board member selected by the Hillcrest neighborhood using the process highlighted below.

## **BOARD MEMBER SELECTION PROCESS...A CALL TO ACTION**

### ***Neighborhood Groups & Their Role in Maintaining Transparency***

Each of the three designated neighborhoods (Bankers Hill-Park West, Hillcrest, and Mission Hills + Five Points) may use its own selection process as long as it complies with the general guidelines below. The guidelines are consistent with the fact that the Partnership's elections are subject to the Brown Act, which requires an open and transparent process.

- ▶ Opportunity to serve as a director is widely advertised.
- ▶ Selection process takes place in a forum that is well-noticed and open to the public.
- ▶ Selection process is verifiable, *e.g.*, ballots are signed by voters.

A neighborhood may use the services of existing Business Improvement Districts, Town Councils, or other recognized organizations to facilitate its selection process. Alternatively, a neighborhood may choose another method as long as the result is to select a business person and a resident from that neighborhood in a manner that follows the guidelines above. Since Bankers Hill-Park West has no officially recognized group, the Partnership mailed out approximately 1,200 letters to business community members advertising the availability of the designated seat and requesting assistance in rating applications.

### ***Uptown Partnership's Selection Process***

Two of the seats that will be selected by Uptown Partnership will be directors with experience that encompass all of the Uptown Parking District, and two seats are for any neighborhood interest or area of expertise that is needed to fulfill the Board's purpose. The Board solicits candidates widely and selects directors from the applicants.

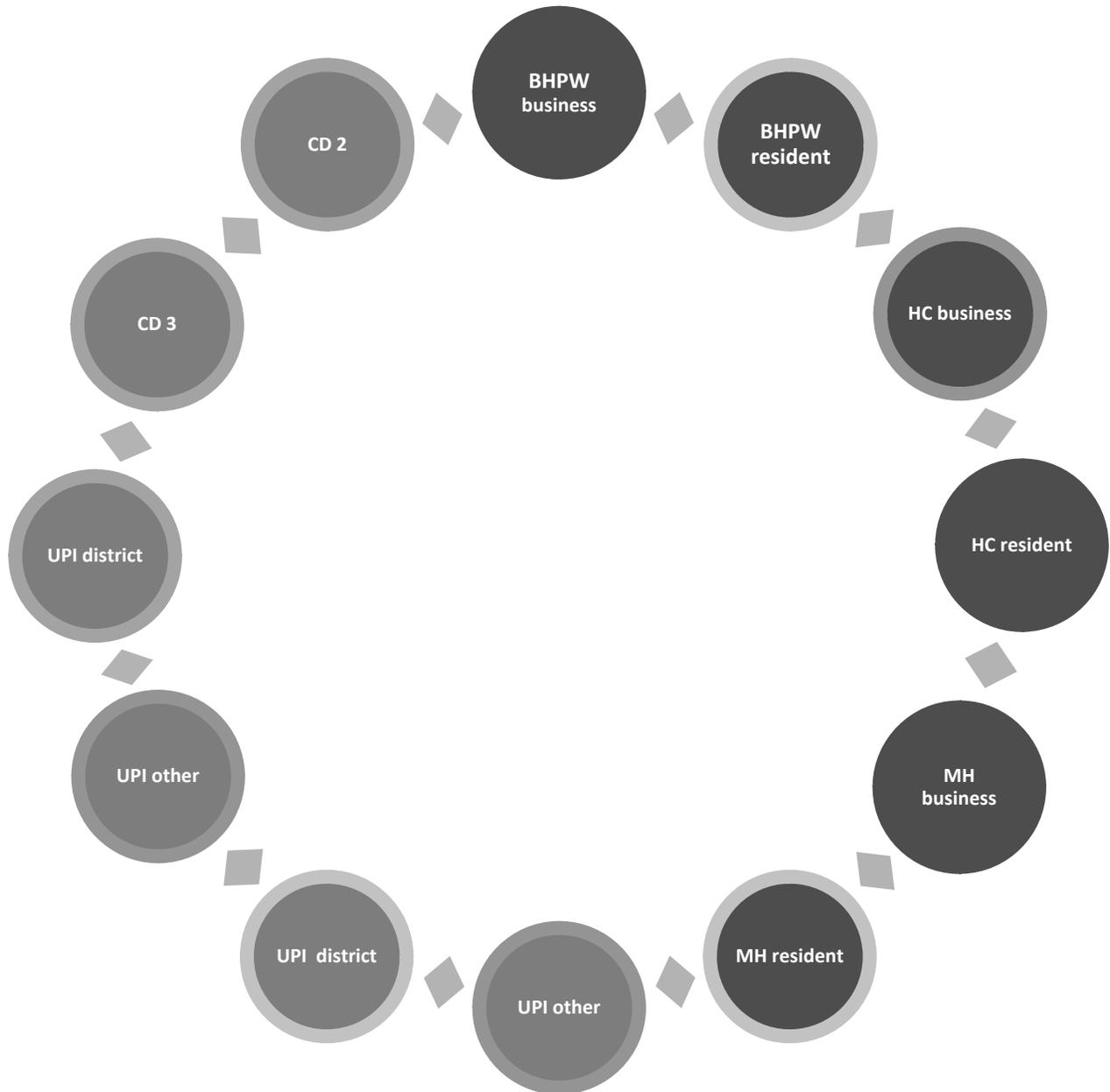
### ***Council District's Role***

Council Districts 2 and 3 select directors in a manner consistent with their usual procedures for appointing members to public bodies. This practice continues until the Council Districts wish to impose a sunset date.

**The Transition**

The Board of Directors will phase in this procedure as seats open up, in order to achieve an orderly transition. Because Uptown Partnership’s Bylaws establish three-year terms for directors, one-third of the seats on the Board of Directors may be filled each year.

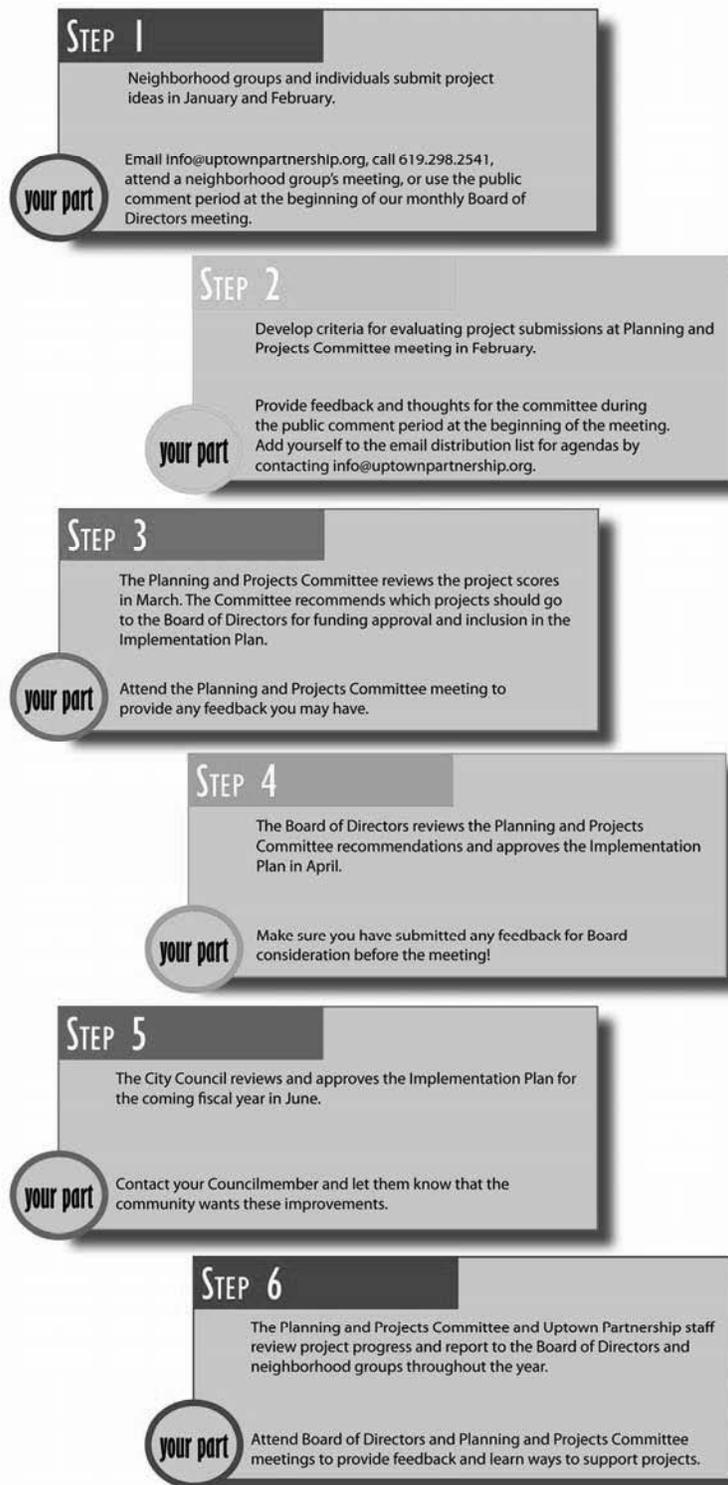
- ▶ Circles bordered in **red** denote seats to be filled in March 2010.
- ▶ Circles bordered in **orange** denote seats to be filled in 2011.
- ▶ Circles bordered in **green** denote seats to be filled in 2012.
- ▶ Circles bordered in **light grey** denote the three new seats; each which will be allocated a 1-year, 2-year, or 3-year term by lottery in April 2010.



## 2. COMMUNITY RELATIONS AND PUBLIC INPUT | PROJECT SELECTION

### COMMUNITY INPUT

This chart summarizes the fundamental steps of the Partnership's budget development process, of which project selection is a key element. Note that the public has access to all steps as they occur and their input is important.



To develop our Annual Implementation Plan, we solicited project ideas from the public by attending neighborhood meetings and providing opportunities for community input at our committee and Board of Directors' meetings. After potential projects are identified, the Partnership's Planning and Projects Committee evaluates them on the basis of conformity with City Council Policy 100-18. Other criteria may include the speed in which a project can be completed, if other funding is available for the project, the community's and neighborhood groups' support for the project, and the project's proximity to areas that generate meter revenues. Since we began the budget development process for FY2010-11, Uptown Partnership has held numerous meetings, attended multiple neighborhood meetings, and received ongoing input from the public.

After careful analysis, the Planning and Project Committee recommends projects for funding to the Board of Directors, who vote to approve the Annual Implementation Plan. The Board incorporates the Committee's recommendations into the Annual Implementation Plan.

	<b>Date</b>	<b>Setting</b>	<b>Budget Development Topic</b>
<b>Board and Committee Meetings – Open to public</b>			
1	September 2009	Planning and Projects Committee	Assessing FY10 budget process for future application.
2	October 2009	Board	Developing an investment strategy for the Community Parking District.
3	December 2009	Board	Adopted procedure for soliciting neighborhood projects.
4	January 2010	Planning and Projects Committee	Reviewed and updated Annual Implementation Plan process.
5	February 2010	Hillcrest Parking Committee	Reviewed and updated project selection scoring sheet.
6	March 2010	Operations and Finance Committee	Reviewed the FY11 operating budget.
7	March 2010	Board	Reviewed and approved recommended modifications to project selection sheet.
8	March 2010	Hillcrest Parking Committee	Soliciting project proposals for FY11; developing initial list of projects.
9	March 2010	Planning and Projects Committee	Soliciting project proposals for FY11, confirming ranking system, and reviewing ranking of projects.
<b>Neighborhood Meetings</b>			
1	January 2010	Hillcrest BID	Soliciting neighborhood project proposals.
2	January 2010	Hillcrest Town Council	Soliciting neighborhood project proposals.

	<b>Date</b>	<b>Setting</b>	<b>Budget Development Topic</b>
3	January 2010	Mission Hill Town Council	Soliciting neighborhood project proposals.
4	January 2010	Mission Hills BEC	Soliciting neighborhood project proposals.
5	February 2010	Mission Hills Town Council Trustees	Soliciting neighborhood project proposals.
6	February 2010	Hillcrest BID	Soliciting neighborhood project proposals.
7	February 2010	Hillcrest Town Council	Soliciting neighborhood project proposals.
8	February 2010	Banker's Hill Park West Community Meeting	Soliciting neighborhood project proposals; presentation of potential traffic calming measures.
9	March 2010	Hillcrest BID	Soliciting neighborhood project proposals.
10	March 2010	Hillcrest Town Council	Soliciting neighborhood project proposals.
<b>Ongoing Communications</b>			
1		Parking Card Customers	Answering questions, receiving comments, and distributing printed materials.
2		Public inquiries	Providing information and distributing printed materials in response.
3		Website	Posting meetings and reports on website.
4		Council Districts 2&3	Answering questions and receiving comments.

## CITY COUNCIL POLICY 100-18

Each year, Uptown Partnership develops an Annual Implementation Plan for the Community Parking District that allocates parking meter revenues toward projects that are authorized by City Council Policy 100-18. The City Council must approve the Annual Implementation Plan before Uptown Partnership can work on the projects included in it.

# COUNCIL POLICY 100-18 | OUR ACTION AREAS

This policy governs the types of projects Community Parking Districts can invest in.



## PROJECT SELECTION

After careful analysis, the Planning and Projects Committee recommends projects for funding to the Board of Directors, who vote to approve the Annual Implementation Plan. The Board incorporates the Committee's recommendations into the Annual Implementation Plan. The Partnership developed and carried out a more inclusive and rigorous procedure that included multiple opportunities for public input.

In reviewing project proposals for funding in FY2010-11, Uptown Partnership adopted the following criteria and assigned weights to them. The Partnership evaluated all proposed projects using these criteria, which produced a list ranked by numeric scores. Based on this list, the Board of Directors made its project selections and funding allocations.

- ▶ **RETURN ON INVESTMENT (ROI)** – ROI reflects the guidelines set forth in City Council Policy 100-18, which authorizes the Community Parking Districts, establishes their purpose, and sets up their structure.
- ▶ **TIMETABLE FOR PROJECT INITIATION** – Timetable is a measure of efficiency based on the length of time and preparation required to launch the project; it also reflects the degree of research and preparation.
- ▶ **LEVERAGING OTHER FUNDS** – Adding funding to a project from other sources increases the parking district's ability to provide a positive benefit to the community; the added funding either enhances the project or reduces the amount of meter revenues required, freeing meter revenues for another project.
- ▶ **PUBLIC RECEPTIVITY** – Public support or opposition is a significant factor in the potential success of a project in Uptown.
- ▶ **DEGREE TO WHICH NEIGHBORHOOD GROUPS ARE RECEPTIVE TO PROJECT** - Public support or opposition is a significant factor in the potential success of a project in Uptown.

- ▶ **DEGREE TO WHICH PROJECT IS ADJACENT TO METER REVENUE PRODUCING CENTERS** – Allocates funds for the locations that have the most infrastructure demands.

In addition, the Board of Directors agreed on the concept of equitable distribution of funds available for neighborhood improvements. In 2009, the Board implemented this concept by allocating funds among the neighborhoods in Uptown based on a proportional division according to the percentage of meter revenues collected in each neighborhood. In 2010, Uptown Partnership followed this procedure. Based on the latest data available (2006), from the City Treasurer’s Office and Community and Economic Development, the neighborhood breakdown of revenue percentages is as follows.

Bankers Hill-Park West	30%
Hillcrest Central	61%
Five Points	4%
Mission Hills	5%

### 3. COMMUNITY CONTEXT

#### WHO IS UPTOWN?

Uptown encompasses the diverse neighborhoods of Bankers Hill-Park West, Five Points-Middletown, Hillcrest, and Mission Hills. Uptown is one of the oldest areas in the City of San Diego; therefore, issues regarding parking, traffic, and pedestrians often arise from the need to adjust present-day needs to the aging infrastructure. Several examples illustrate this dilemma.

- ▶ Parking demand by businesses, residents, and visitors exceeds the supply on a regular basis in commercial nodes because the community primarily was built prior to establishment of current standards for off-street parking.
- ▶ Redevelopment aggravates parking shortages in local neighborhoods on a short-term basis as construction sites restrict nearby on-street parking.
- ▶ Businesses and residences have been built side-by-side and business area parking spills over into nearby residential areas.

#### HOW WE CONNECT

In all its programs, Uptown Partnership works closely with the Uptown community. Several examples will illustrate these community relations efforts; for the most recent activities, refer to RECENT ACTIVITIES AND ACCOMPLISHMENTS.

- ▶ The Board of Directors is comprised of business people and residents of Uptown who volunteer their time and expertise to oversee the Partnership’s programs, outreach, fiscal soundness, and organizational management.
- ▶ Staff writes the work plans for projects and studies to include public participation as an important element whenever possible.
- ▶ The Executive Director and staff maintain close contact with key community organizations by regularly attending their meetings and providing updates on specific issues. Organizations include the Hillcrest Business Improvement Association (BID), Hillcrest Town Council, Mission Hills Association (BID), Mission Hills Town Council, Bankers Hill-Park West neighborhood group, Downtown Parking Management Group, MTS, and Uptown Planners.
- ▶ The Executive Director and staff work with other community leaders to mitigate neighborhood impacts of City capital improvement projects during the construction phase when travel on streets and sidewalks is disrupted and access to businesses is constrained.



Hillcrest Mobility Strategy walk-through.

- ▶ The Partnership keeps the community informed through periodic newsletters, distribution of printed and electronic notices for neighborhood workshops, and its web site at [www.uptownpartnership.org](http://www.uptownpartnership.org).
- ▶ The Partnership provides public notice of Board of Directors' meetings and posts the agendas and minutes on its web site and office location.
- ▶ The Partnership sells City of San Diego parking meter cards to the public, which brings people in the door daily with their questions and comments to which the staff respond. Daily contact with 'professional parkers' provides staff and the Board with valuable information about parking needs and concerns.

#### 4. COMMUNITY STUDIES

Since 1997, Uptown Partnership has completed a number of studies relating to parking availability on- and off-street, traffic calming, and pedestrian safety and enjoyment. These studies are the foundation for investing in and managing the public parking resources of the Uptown community. Each was undertaken with extensive public input, often through an *ad hoc* committee representing neighborhood interests.

- ▶ Preparing and gaining City Council approval of the Comprehensive Uptown Parking Plan (1997).
- ▶ Preparing and publishing a Strategic Mobility Plan (1999, updated 2003).
- ▶ Underwriting and publishing the FeetFirst! plan to improve walkability in Uptown (2003).
- ▶ Mapping on-street parking conditions in four impacted neighborhoods – Park and University; Laurel Street corridor between First and Sixth Avenues; central Mission Hills; Five Points (Washington and India Streets) – and updating data about conditions in Central Hillcrest (2004).
- ▶ Conducting and publishing a report on an Uptown Parking Summit attended by approximately 80 community members (2005).
- ▶ Drafting and publishing a plan to calm traffic in the Laurel Street corridor between Fourth and Sixth Avenues that provided the basis for a \$430,000 grant from Caltrans to the City of San Diego and SANDAG for further study of traffic and transit options (2005).
- ▶ Preparing a comprehensive study of parking needs in a 12-block area in central Hillcrest, using a 2002 study as a foundation. Both studies examined: (1) existing and future need for public parking; and (2) potential sites for a parking garage. This study also analyzed the financial costs of real estate acquisition, construction, and operation of a public parking garage (2005).
- ▶ Preparing a plan for immediate and longer-term improvements to parking, traffic, and walking conditions in the Five Points commercial center (2007).
- ▶ Preparing the second-phase plan for improvements in Five Points, focusing on connecting the trolley station to the commercial core through improvements to the existing I-5 underpass (2009). The final report was completed in 2009.



Fourth, Fifth, and Sixth Avenue traffic calming study workshop.

#### 5. COMMUNITY PROJECTS

Uptown Partnership has a history of initiating and participating in City of San Diego capital improvement projects that enhance parking, driving, and walking in Uptown. Several examples will illustrate these efforts; for the most recent projects, refer to section RECENT ACTIVITIES AND ACCOMPLISHMENTS.

- ▶ Striping twenty-five new diagonal parking spaces on San Diego Avenue between India and Washington Streets in Five Points relieves parking pressures in the commercial and adjacent residential neighborhoods. Installing a V-Calm sign on San Diego Avenue aids traffic calming. Parking and traffic

improvements in Five Points were identified by the Partnership and City Traffic Engineering, working with a neighborhood advisory group.

- ▶ Installing wayfinding signs that direct drivers to privately owned public parking lots helps them locate parking convenient to their destinations.
- ▶ University Avenue median improvements east of Tenth Avenue add aesthetic enrichment and safety features that encourage walking.
- ▶ Reconstruction of the sidewalks and intersections on the 1200 and 1400 blocks of University Avenue improves pedestrian conditions and calms traffic.
- ▶ Contribution of \$168,000 to intersection upgrades at Washington and Goldfinch in Mission Hills helped make the project possible.
- ▶ The Partnership hosted meetings, emailed updates and created website pages to mitigate the impacts of the construction associated with the Park West Water Main project in 2008.
- ▶ Installing 15 diagonal spaces on the Normal Street median at University Avenue and increasing pedestrian safety at the wide intersection by adding a pedestrian signal trigger in the center of the median.



Five Points Parking and Circulation Workshop

## C. SCOPE OF SERVICES | PROGRAM AND OPERATING BUDGETS FY 2010-11

1. SCOPE OF WORK
2. CONTRACTUAL SERVICES
3. PROGRAM BUDGET & PROJECT DESCRIPTIONS
4. OPERATING BUDGET

### 1. SCOPE OF WORK

Within the Uptown community, the Partnership invests in and manages the public parking assets and influences policies that support those assets.

#### INVESTING

Uptown Partnership invests the 45% of meter revenues allocated to the Uptown CPD in projects that improve public access to parking – from creating new parking on- or off-street to improving sidewalks and lighting to encourage pedestrians. In F 2010-11, the Partnership will team with the City of San Diego to initiate an exciting upgrade to meter technology. Current meter technology is battery-powered, accepts coins and meter cards, and requires one meter per parking space. The Partnership and City will replace them with technology that is solar-powered, accepts credit cards as well as coins and meter cards, and, where the streetscape allows, substitutes a single pay station for a number of meters.

#### MANAGING

Uptown Partnership manages public parking in order to optimize the use of an important public asset. Consistent with industry-recognized standards, our goal is to optimize the use of on-street public parking at 85% of capacity. Added benefits of management include reducing carbon emissions, traffic congestion, and the need to build new parking.

Tools for managing parking include varying the rates and time limits according to the local demand. For example, employees may need to park from 4-9 hours; however, the current two-hour limit is too low and the \$1.25/hour rate is too high. As a consequence, employees move their cars at regular intervals or park in residential areas, neither of which is an optimal solution. The new meter technology operates on a web-based system, and it provides detailed parking space usage data that the Partnership can use to determine where and when to adjust meter rates and times to meet local needs. The Partnership is on record to support of only lowering meter rates.

#### INFLUENCING

Because the City is initiating an update of the Uptown Community Plan, Uptown Partnership has a unique opportunity to influence the future of the community. The Partnership will provide its expertise to the update process in order to encourage adoption of parking policies that support the vision for the community.

### 2. CONTRACTUAL SERVICES

In accordance with City Council Policy 100-18, Uptown Partnership shall render the following Scope of Services on behalf of the Uptown Community Parking District. Allocations for these services comprise the Program Budget below.

The Program Budget reflects a work planning process conducted by the staff, committees, and board of Uptown Partnership. The process begins by identifying projects through studies and professional expertise, coordinating with the City, and soliciting project lists from the neighborhoods. A working group of Planning and Project Committee members evaluates and ranks proposed projects for consideration by the Partnership's Planning and Projects Committee. The evaluation model is based on the scope of responsibilities for CPDs outlined in City Council Policy 100-18. Upon reviewing the Committee's recommendations, other committee recommendations, and public input the Board of Directors adopts an annual plan and budget.

During the fiscal year, Uptown Partnership may adjust its priorities within its work plan and program budget to take advantage of unseen factors such as income generation, funding availability, and support from political leaders, City staff, and the community.

### 3. PROGRAM BUDGET & PROJECT DESCRIPTIONS

Solving parking issues requires a comprehensive review of the community's present needs and future demands because resources are finite, improvements are costly, and implementing projects takes time. Therefore, the Partnership seeks to select projects that address identified needs and conform to City Council Policy 100-18.

#### **FY2010-11 BUDGET PREPARATION – INPUTS**

Each year, Uptown Partnership develops an annual plan and budget as the basis for its contract with the City of San Diego to manage the business of the Uptown Community Parking District. In FY 2010-11, the Partnership will allocate and expend funds that it has conserved in past years. To facilitate this process, the Partnership invited neighborhood representatives in Mission Hills, Hillcrest, and Bankers Hill-Park West to propose project ideas.

#### **FY2010-11 BUDGET PREPARATION – PROJECT RECOMMENDATIONS**

The Partnership's Planning and Projects Committee is responsible for recommending projects to be included in the annual plan and budget that the Board of Directors approves. The Committees and Board developed a list of criteria and a weighted ranking scale for evaluating project proposals. Staff prepared project descriptions for each of the proposals submitted and the working group scored each one using the following criteria.

- ▶ Degree to which return on project investment [ROI] aligns with City Council Policy 100-18.
- ▶ Degree to which project invests meter revenues promptly after receipt by parking district.
- ▶ Degree to which project leverages other funds for benefit of parking district.
- ▶ Degree to which public is receptive to project.
- ▶ Degree to which community groups are receptive to the project.
- ▶ Proximity to revenue generating meters.

Bankers Hill-Park West	30%
Hillcrest Central	61%
Five Points	4%
Mission Hills	5%
	100%

#### **FY2010-11 BUDGET ADOPTION**

The Board of Directors of Uptown Partnership adopted a budget for FY2010-11 on April 1, 2010. It made allocations for projects that benefit all of the Uptown community. The descriptions below provide highlights and benefits of projects that Uptown Partnership will carry out in FY2010-11.

PROJECT LIST	DESCRIPTION	CPD Contract Funds	Other Partnership Funds	Total Funds
<b>UPTOWN</b>		<b>\$1,954,430</b>	<b>\$0</b>	<b>\$1,954,430</b>
UPTOWN Bicycle Rack Program	Encourage an alternative travel mode by installing bike racks in convenient locations (outside Bankers Hill-Park West, which has its own project). Work with community members and Bike Coalition to conduct research and development. <i>Implements CP 100-18 C.2.e.</i>	\$20,000	\$0	\$20,000
UPTOWN Mobility Element of Community Plan Update	Fund mobility study of First Avenue for inclusion in Uptown Community Plan update; detailed study of First Avenue was not included in the City's Hillcrest Corridor Mobility Strategy of 2007. <i>Implements CP 100-18 C.2.a-e.</i>	\$50,000	\$0	\$50,000
UPTOWN GPS Parking Data Base; Special Parking Zone Analysis	Link GPS locations of on- and off-street parking to analysis of parking patterns. Use data to recommend strategies to minimize impacts of red curbs and special zones and to optimize on-street parking use at 85%. Data transfer to Uptown Partnership likely in FY2009-10. <i>Implements CP 100-18 C.2.</i>	\$40,000	\$0	\$40,000
UPTOWN Upgrade Existing Meters	Upgrade existing meters to multispace and single-head meters that provide modern payment options, reduce environmental impact, and increase efficiency. Reserve at least \$200,000 for single-head meter purchases. <i>Implements CP 100-18 C.2.a.b.</i>	\$763,690	\$0	\$763,690
UPTOWN Modify Meter Rates, Time Limits, and Enforcement Hours	Conduct analysis to verify adjusting meter rates, time limits, and enforcement hours to support the goal of 85% utilization. Initiate adjustments in strategically selected areas (pilot projects). Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.a.b.</i>	\$13,050	\$0	\$13,050
UPTOWN Site Upgrades for Interim Lease of Parking Lot at Future Library Site	Make 35-40 unused parking spaces available for public parking to reduce demand for on-street parking. <i>Implements CP 100-18 C.2.b.</i>	\$61,480	\$0	\$61,480

PROJECT LIST	DESCRIPTION	CPD Contract Funds	Other Partnership Funds	Total Funds
UPTOWN Parking Investment	Invest in public parking capacity in Uptown. Developing and implementing a procedure for investing these funds will include these steps: (1) formulating objectives, (2) developing a work program, (3) collecting and analyzing data, (4) refining objectives, (5) analyzing alternatives, and (6) adopting a plan. Throughout, the Partnership will solicit public input. Project(s) identified will be consistent with current technical analyses and funding will be based on merit, community support, matching funds, and consistency with Council Policy 100-18. <i>Implements CP 100-18 C.2.a.</i>	\$1,006,210	\$0	\$1,006,210
<b>FIVE POINTS</b>		<b>\$66,470</b>	<b>\$0</b>	<b>\$66,470</b>
FIVE POINTS Parking and Circulation Improvements	Maintain improvement to I-5 underpass (mural installed by world-famous artist at no cost to CPD) that upgrades pedestrian access between trolley station on one side and commercial area on other side. Improving pedestrian access reduces demand for public parking in a congested commercial area. <i>Implements CP 100-18 C.2.e</i>	\$32,271	\$0	\$32,271
FIVE POINTS Neighborhood Parking and Circulation Improvement Fund	Projects identified by the neighborhood that are consistent with the Five Points Commercial Neighborhood Parking and Circulation Design will be funded based on merit, community support, matching funds, and consistency with Council Policy 100-18. <i>Implements CP 100-18 C.2.a-e.</i>	\$34,199	\$0	\$34,199
<b>BANKERS HILL-PARK WEST</b>		<b>\$760,467</b>	<b>\$0</b>	<b>\$760,467</b>
BANKERS HILL-PARK WEST First Avenue Improvements	Increase parking supply or encourage alternative forms of transportation. Reconfigure traffic lanes on First Avenue between Elm and Fir Streets to reduce auto traffic to two lanes and either (1) use the curb space for additional angled, metered parking or (2) add a bike lane on First Avenue beginning at Elm Street and ending at Laurel Street. Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.a.b.e</i>	\$1,499	\$0	\$1,499
BANKERS HILL-PARK WEST First Avenue Improvements   Pop-outs	Encourage pedestrian and bicycle modes of transportation by adding painted pop-outs at intersection of First Avenue and Juniper Streets. Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.e.</i>	\$1,399	\$0	\$1,399

PROJECT LIST	DESCRIPTION	CPD Contract Funds	Other Partnership Funds	Total Funds
BANKERS HILL-PARK WEST Parking Lot Agreement	Negotiate public access to parking that is to be built when a vacant block on Fourth Avenue between Fir and Grape Streets is redeveloped in the future. Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.a.b.</i>	\$1,399	\$0	\$1,399
BANKERS HILL-PARK WEST Two-wheeled Motorized Parking	Designate locations for motorized, two-wheeled parking. Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.a.b.</i>	\$1,399	\$0	\$1,399
BANKERS HILL-PARK WEST Parking and Circulation Improvements   Section 1	Install parking and traffic calming enhancements to improve vehicle and pedestrian movement consistent with existing analyses and recommendations. Fourth Avenue - four-way stop at Juniper Street and painted lane reduction before stop sign; Fifth Avenue - four-way stop signs at Juniper and Grape Streets and painted lane reduction before stop signs; Sixth Avenue from Laurel to Elm Streets - convert to diagonal parking east side only, initiate new lane configuration pilot program, install flashing crosswalks at Juniper and Grape Streets. City will pay for its staff time, paint, and signs. Partnership will pay for flashing crosswalks at \$60,000 each. Non-capital and capital improvements can be initiated in FY2010-11. <i>Implements CP 100-18 C.2 a.b.e.</i>	\$61,399	\$0	\$61,399
BANKERS HILL-PARK WEST Parking and Circulation Improvements   Section 2	Install parking and traffic calming enhancements to improve vehicle and pedestrian movement consistent with existing analyses and recommendations. Fourth Avenue - convert parallel to diagonal parking east side only between Laurel and Grape Streets; initiate new lane configuration pilot program, and install painted curb pop-outs at Grape Street. <i>Implements CP 100-18 C.2 a.,b., and e.</i>	\$1,399	\$0	\$1,399
BANKERS HILL-PARK WEST Parking and Circulation Improvements   Section 3	Install parking and traffic calming enhancements to improve vehicle and pedestrian movement consistent with existing analyses and recommendations. Install stop lights at Sixth Avenue and Spruce Street and at Sixth Avenue and Nutmeg Street. <i>Implements CP 100-18 C.2.e.</i>	\$341,399	\$0	\$341,399

PROJECT LIST	DESCRIPTION	CPD Contract Funds	Other Partnership Funds	Total Funds
BANKERS HILL-PARK WEST Parking and Circulation Improvements   Section 4	Install parking and traffic calming enhancements to improve vehicle and pedestrian movement consistent with existing analyses and recommendations. Install stop signs at Fifth Avenue and Spruce Street with painted lane reduction at stop. Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.e.</i>	\$527	\$0	\$527
BANKERS HILL-PARK WEST Parking and Circulation Improvements   Section 5	Install parking and traffic calming enhancements to improve vehicle and pedestrian movement consistent with existing analyses and recommendations. Install stop signs at Fourth Avenue and Spruce, Quince, and Nutmeg streets with lane reduction at stop signs. Install stop signs on Fifth Avenue on Quince and Nutmeg Streets with painted lane reduction. <i>Implements CP 100-18 C.2.e.</i>	\$872	\$0	\$872
BANKERS HILL-PARK WEST Pilot Program Implementing Hillcrest Corridor Mobility Strategy with Paint	Research installation of selected Hillcrest Corridor Mobility Strategy recommendations on an interim basis using paint rather than concrete. Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.e.</i>	\$1,399	\$0	\$1,399
BANKERS HILL-PARK WEST Install Bike Racks	Install 30 or more bike racks in the neighborhood, not only on meters but stand-alone bike racks as well, e.g., Newport Avenue in San Diego. Work with community members and Bike Coalition to conduct research and development. <i>Implements 100-18 C.2.e.</i>	\$27,707	\$0	\$27,707
BANKERS HILL-PARK WEST Fourth Avenue between Redwood and Palm Streets Sidewalk and Bike Lane	Increase pedestrian, bicyclist, and motorist safety and encourage alternative forms of transportation. Research feasibility of adding diagonal parking, pedestrian pop-outs, sidewalk, and bike lane. Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.a-e.</i>	\$2,707	\$0	\$2,707
BANKERS HILL-PARK WEST Fourth Avenue and Grape Street Pop-outs	Increase safety at one of the one of the busiest pedestrian intersection identified in the Hillcrest Corridor Mobility Strategy by painting pop-outs at the intersection. Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.e.</i>	\$1,835	\$0	\$1,835
BANKERS HILL-PARK WEST Neighborhood Parking and Circulation Improvement Fund	Projects identified by the neighborhood that are consistent with the Hillcrest Corridor Mobility Study will be funded based on merit, community support, matching funds, and consistency with Council Policy 100-18. <i>Implements CP 100-18 C.2.a-e.</i>	\$315,527	\$0	\$315,527

PROJECT LIST	DESCRIPTION	CPD Contract Funds	Other Partnership Funds	Total Funds
<b>HILLCREST</b>		<b>\$1,297,928</b>	<b>\$0</b>	<b>\$1,297,928</b>
HILLCREST Village Hillcrest Parking Agreement/Validation	Establish agreement terms and begin pilot program to underwrite/lease private parking spaces at Village Hillcrest for business validation program. Cost will be evaluated annually . <i>Implements CP 100-18 C.2.a.b.</i>	\$227,390	\$0	\$227,390
HILLCREST Employee Parking Program	Locate and underwrite cost of leasing an employee parking lot. Possible annual payment dependent on contract process. Research, development, and implementation of pilot program FY2010-11. <i>Implements CP 100-18 C.2.b</i>	\$100,000	\$0	\$100,000
HILLCREST Upgrade Wayfinding Signs with Solar-powered Lighting	Increase utilization of public, off-street parking by increasing visibility. Wayfinding signs already exist; some or all may need replacement. <i>Implements CP 100-18 C.2.c.</i>	\$50,000	\$0	\$100,000
HILLCREST Market Parking Availability to Public	Inform public about parking availability in commercial core areas. <i>Implements CP 100-18 C.2.b.</i>	\$30,000	\$0	\$30,000
HILLCREST Research Installation of a Traffic Calming Device	Site is located on University Avenue at Dove Street, the boundary of Hillcrest and Mission Hills. Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.e.</i>	\$745	\$0	\$745
HILLCREST Normal Street Parking, Blaine to Washington	Rebuild the Normal Street median between Blaine and Washington to add 45 parking spaces. <i>Implements CP 100-18 C.2.a.</i>	\$350,000	\$0	\$350,000
HILLCREST Neighborhood Parking and Circulation Improvement Fund	Projects identified by the neighborhood that are consistent with current technical analyses will be funded based on merit, community support, matching funds, and consistency with Council Policy 100-18. <i>Implements CP 100-18 C.2.a-e.</i>	\$539,793	\$0	\$489,793
<b>MISSION HILLS</b>		<b>\$48,975</b>	<b>\$0</b>	<b>\$48,321</b>
MISSION HILLS Replace Single-Head Meters with Multi-Space Meters at Selected Locations	Replace single-head meters with five multi-space meters on: East side of Goldfinch Street between Washington and Ft.Stockton Streets; South side of Ft. Stockton Street between Goldfinch and Falcon Street; blocks of Ft. Stockton in central MH that have narrow sidewalks. Increase convenience of parking by providing modern payment options, reduce environmental impact, increase efficiency , encourage the pedestrian experience, and increase ADA compliance for narrow sidewalks. <i>Implements CP 100-18 C.2.b.e.</i>	\$26,922	\$0	\$26,922
MISSION HILLS Close Unused Curb Cuts for Parking Spaces	Provide additional parking spaces by removing five "abandoned" curb cuts. <i>Implements CP 100-18 C.2.a.</i>	\$21,399	\$0	\$21,399

PROJECT LIST	DESCRIPTION	CPD Contract Funds	Other Partnership Funds	Total Funds
MISSION HILLS Research Installation of a Traffic Calming Device	Site is located on University Avenue at Dove Street, the boundary of Hillcrest and Mission Hills. Cost of research in FY2010-11 comprises staff time only. <i>Implements CP 100-18 C.2.e.</i>	\$654	\$0	\$0
<b>COMMUNITY RELATIONS</b>		<b>\$60,668</b>	<b>\$146,200</b>	<b>\$206,868</b>
<b>Parking Card Program Sales and Management</b>	Sell parking cards, provide public assistance, manage card program and reseller sales; Parking cards are sold at cost.	\$10,104	\$146,200	\$156,304
<b>Construction Mitigation</b>	Work with Council offices and BIDs to alleviate public project impacts on neighborhoods.	\$0	\$0	\$0
<b>Public Awareness</b>	Prepare and distribute a quarterly newsletter, maintain current information on Partnership's website, and provide parking information to public in a variety of formats.	\$17,043	\$0	\$17,043
<b>Community Organizations Liaison</b>	Maintain close working relationships with City staff, community leaders, and political representatives and attend numerous meetings in community.	\$32,994	\$0	\$32,994
<b>Uptown Transit Corridor Monitoring</b>	Review and coordinate community responses to transit changes proposed by MTS three times per year.	\$527	\$0	\$527
<b>GOVERNANCE</b>		<b>\$35,165</b>	<b>\$0</b>	<b>\$35,165</b>
<b>Business &amp; Strategy</b>	Strategic planning; fiscal policies; Board support; legal and corporate matters.	\$21,567	\$0	\$21,567
<b>Management</b>	Office systems and equipment maintenance; Staff work planning and assessment.	\$13,598	\$0	\$13,598
<b>OPERATIONS</b>		<b>\$152,900</b>	<b>0</b>	<b>\$152,900</b>
<b>Rent &amp; Utilities [Accts 7190, 7192, 7260]</b>		\$36,000	0	\$36,000
<b>Insurance [Accts 7071, 7073, 7074, 7075]</b>		\$17,100	0	\$17,100
<b>Payroll Taxes &amp; Benefits [Accts 7164, 7163]</b>		\$30,800	0	\$30,800
<b>Services, Supplies, Maintenance &amp; Repairs</b>		\$69,000	0	\$69,000
<b>TOTAL ALLOCATED FUNDS</b>		<b>\$4,377,003</b>	<b>\$146,200</b>	<b>\$4,522,549</b>
<b>CONTINGENCY FUNDS [5% contract amount]</b>		<b>\$230,369</b>	<b>\$0</b>	<b>\$230,369</b>
<b>UNALLOCATED RESERVE FUNDS</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL = CPD CONTRACT AMOUNT</b>		<b>\$4,607,372</b>	<b>\$146,200</b>	<b>\$4,752,918</b>

## PROJECTS FOR ALL OF UPTOWN

### UPTOWN GPS Parking Database | Special Parking Zone Analysis

Link GPS locations of parking meters to analysis of on-street parking patterns; Use data to recommend performance-based pricing to optimize use of on-street parking at 85% of capacity.

*Wouldn't it be great to stop searching for parking? Wouldn't you like to know where parking lots are located and how much they cost?*

- ▶ Data will increase the Partnership's capacity to manage on-street parking more efficiently by better understanding the dynamics of off-street parking market forces.
- ▶ Information about the location and operation of private lots placed on an interactive website map will allow visitors, customers, residents, and employees to locate off-street parking alternatives.
- ▶ Data will support implementation of other projects like the HILLCREST Employee Parking Program included in the FY2010-11 budget.
- ▶ Connecting the database with on-street parking maps will facilitate analysis of special parking zones, for example, being able to identify and consolidate two loading zones on the same block face to create additional non-commercial parking.



### UPTOWN Upgrade Existing Meters

Upgrade existing meters to single-head and multi-space technology for more convenient parking.

*Tired of finding change? Not paying the meter and getting a ticket? Did you have to find another parking spot because the meter is broken?*

- ▶ The new meter system will provide real-time usage data, allow flexible rate structures and time limits, and track revenues.
- ▶ It also will accept credit card payments and run on solar power rather than batteries that produce hazardous waste.
- ▶ Furthermore, where the streetscape allows, the new technology will reduce street clutter by substituting a single pay station for a number of meters.
- ▶ The new multispace meter technology has been successfully tested Downtown, and the City has initiated a second pilot program in Uptown and Downtown to test solar-powered single-head meters that accept credit cards.
- ▶ Current single-head meters run on batteries that have to be replaced every six to nine months and require disposal as hazardous waste.



### UPTOWN Modify Meter Rates, Time Limits, and Enforcement Hours

Conduct analysis to support adjusting meter rates, time limits, and enforcement hours and initiate adjustments in strategically selected areas. Focus in Uptown will be on lowering rates and extending time limits, and proposals for adjustments will be developed collaboratively between the Partnership and neighborhood interests.

*Need to park for more than two hours? Would you walk if you had an incentive? Do you want to get what you pay for?*

- ▶ Providing incentives for drivers to park at under-utilized meters will ease pressure on over-utilized areas.
- ▶ Downtown's pilot program has confirmed that three program elements are needed to increase usage and revenues at under-utilized meters:
  - Lowering rates;
  - Extending time limits; and



- Installing meters that accept credit cards.
- ▶ Achieving 85% utilization translates into one space open per block face at any given time, which is enough for people to find parking without circling a block multiple times.



**UPTOWN Mobility Element of Community Plan Update**

Contribute funds toward City consultant contract for mobility element of community plan update; provide analysis of data and policies; complete analysis of parking and mobility along First Avenue.

*Wondering about present and future parking and traffic challenges on First Avenue? And how they will affect the Community Plan Update?*

- ▶ When the City conducted a mobility study for the north-south corridor between Downtown and Uptown in 2007, it focused on Fourth, Fifth, and Sixth Avenues and did an abbreviated analysis of First Avenue.
- ▶ The City has decided to incorporate this study into the mobility element of the community plan update.
- ▶ The Partnership will fund a detailed analysis of First Avenue in order to complete the north-south corridor mobility study.

**UPTOWN Bicycle Rack Program**

Encourage an alternative travel mode by placing bike racks in convenient locations.

*Need a spot to park your bike?*

- ▶ The Partnership will collaborate with residents and businesses to place bike racks at locations that are consistent with the City’s plan and SANDAG’s Bike Master Plan, and where demand will be highest.
- ▶ Biking reduces parking demand by offering an alternative mode of transportation; however, riders need safe places to park their bikes when they reach their destinations.



**UPTOWN Public Parking**

Although the Partnership engaged in a lengthy public process the Board decided it will include input from three new Board members, a new joint Hillcrest Parking Committee, and more public comment whether to invest \$1M in 25 public parking spaces for the proposed Mission Hills-Hillcrest Library before making their final decision.

*Planning for the future – What will 2010 and 2030 hold for Uptown?*

Furthermore, the Partnership aspires to balance parking availability, traffic circulation, transit services, and pedestrian mobility in a way that enhances the vibrancy of the Uptown community. The organization will utilize City Council Policy 100-18 as the cornerstone to fulfilling its goals and contractual duties.



**UPTOWN Site Upgrades for Parking Lot at Future Library Site**

Make 35-40 unused parking spaces available to reduce demand for on-street parking; maximize use of off-street parking lot during interim until library construction begins.

*Partnerships in urban environments, when land is limited and development costs are high, can stretch finite resources.*

- ▶ Invest in site upgrades for a blighted parking lot to provide additional off-street parking spaces for the neighborhood.
  - ▶ Develop and implement a management scheme for the newly-refurbished lot.

## NEIGHBORHOOD ORIENTED PROJECTS

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### **BANKERS HILL-PARK WEST First Avenue Improvements**

Increase parking supply or encourage alternative forms of transportation.

- ▶ Reconfigure traffic lanes on First Avenue between Elm and Fir Streets to reduce auto traffic to two lanes and either (1) use the curb space for additional angled metered parking or (2) add a bike lane on First Avenue beginning at Elm Street and ending at Laurel Street. Cost of research in FY2010-11 comprises staff time only.
- ▶ The Partnership will team up with the neighborhood and City to begin conceptualizing a plan of action to improve the street.



### **BANKERS HILL-PARK WEST First Avenue Improvements | Pop-outs**

Encourage pedestrian and bicycle modes of transportation by adding painted pop-outs at the intersection of First Avenue and Juniper Streets. Cost of research in FY2010-11 comprises staff time only.

*Ever want to take a quick jaunt to the store or new restaurant. To scared to walk? Pop outs allow drivers to see you therefore make streets more walkable decreasing parking needs and reducing traffic.*

### **BANKERS HILL-PARK WEST Parking Lot Agreement**

Negotiate public access to parking that is to be built when a vacant block on Fourth Avenue between Fir and Grape Streets is redeveloped in the future. Cost of research in FY2010-11 comprises staff time only.

*Private public partnerships optimize infrastructure resources.*

### **BANKERS HILL-PARK WEST Two-wheeled Motorized Parking**

Designate locations for motorized, two-wheeled parking. Cost of research in FY2010-11 comprises staff time only.

### **BANKERS HILL-PARK WEST Parking and Circulation Improvements | Section 1**

Install parking and traffic calming enhancements to improve vehicle and pedestrian movement consistent with existing analyses and recommendations.

- ▶ Fourth Avenue – four-way stop at Juniper Street and painted lane reduction before stop sign.
- ▶ Fifth Avenue – four-way stop signs at Juniper and Grape Streets and painted lane reduction before stop signs.
- ▶ Sixth Avenue from Laurel to Elm Streets - convert to diagonal parking east side only, initiate new lane configuration pilot program, install flashing crosswalks at Juniper and Grape Streets.

*Comprehensive improvements plan for all users, times, and the future.*

- ▶ City will pay for staff time, paint, and signs. Partnership will pay for flashing crosswalks at \$60,000 each.

### **BANKERS HILL-PARK WEST Parking and Circulation Improvements | Section 2**

Install parking and traffic calming enhancements to improve vehicle and pedestrian movement consistent with existing analyses and recommendations.

- ▶ Fourth Avenue - convert parallel to diagonal parking east side only between Laurel and Grape Streets; initiate new lane configuration pilot program, and install painted curb pop-outs at Grape Street.

### **BANKERS HILL-PARK WEST Parking and Circulation Improvements | Section 3**

Install parking and traffic calming enhancements to improve vehicle and pedestrian movement consistent with existing analyses and recommendations. Install stop lights at Sixth Avenue and Spruce Street and at Sixth Avenue and Nutmeg Street.

### **BANKERS HILL-PARK WEST Parking and Circulation Improvements | Section 4**

Install parking and traffic calming enhancements to improve vehicle and pedestrian movement consistent with existing analyses and recommendations. Install stop signs at Fifth Avenue and Spruce Street with painted lane reduction at stop. Cost of research in FY2010-11 comprises staff time only.

#### **BANKERS HILL-PARK WEST Pilot Program Implementing Hillcrest Mobility Strategy with Paint**

Research installation of selected Hillcrest Corridor Mobility Strategy recommendations on an interim basis using paint rather than concrete. Cost of research in FY2010-11 comprises staff time only.

- ▶ Determine if there are improvements in the Plan that can resolve parking and traffic issues in the neighborhood.

#### **BANKERS HILL-PARK WEST Fourth Avenue between Redwood and Palm Streets Sidewalk and Bike Lane**

Increase pedestrian, bicyclist, and motorist safety and encourage alternative forms of transportation. Research feasibility of adding diagonal parking, pedestrian pop-outs, sidewalk, and bike lane. Cost of research in FY2010-11 comprises staff time only.

*Wouldn't it be nice to park safely and not drive around for another parking space?*

#### **BANKERS HILL-PARK WEST Fourth Avenue and Grape Street Pop-outs**

Increase safety at one of the one of the busiest pedestrian intersections identified in the Hillcrest Mobility Strategy by painting pop-outs at the intersection. Cost of research in FY2010-11 comprises staff time only.

#### **FIVE POINTS Parking and Circulation Improvements**

Install landscape, sidewalk, and lighting improvements to improve access and safety at the I-5 underpass between the commercial area and trolley station.

*Unique neighborhoods need creative solutions!*

- ▶ Five Points is a unique neighborhood in which parking conditions are heavily impacted by circulation issues. With limited parking available and most off-street and on-street parking already optimized, alternative transportation is an integral part to the success of the business core.
- ▶ This project reflects the second phase of a project started in 2008. In the first phase, the Partnership worked with the neighborhood to add more than 25 new parking spaces.
- ▶ The second report was finished in 2009 and included a list of improvements for parking and circulation in Five Points.



#### **HILLCREST Parking Agreement**

Working through a joint committee established with the Hillcrest Business Improvement Association to develop the specifics of a project intended to make under-utilized, privately-owned parking spaces at Village Hillcrest more accessible for use by businesses.

*Optimizing parking spaces in Uptown.*

- ▶ In a built-out community like Uptown, new curbside parking is extremely hard to create; therefore, the Partnership is on the lookout for creative ways to encourage people to use available off-street parking that is under-utilized.
- ▶ Optimizing the use of private lots that are under-utilized decreases the pressure on curbside parking.
- ▶ Some lots are used only during weekday work hours and may be available during evening and weekend hours to patrons of restaurants and bars. A shared parking arrangement satisfies the parking needs of different clienteles without building parking at two locations that is used only part-time at each one.

#### **HILLCREST Employee Parking Program**

Locate and underwrite cost of leasing an employee parking lot.

*Did you know in Central Hillcrest about 30% percent of all on-street parking is used by employees?*

- ▶ Employees need parking too. They provide valuable services at local shops and restaurants. Without them, our business neighborhood would be far less vibrant.
- ▶ The Partnership will work with local businesses and parking lot owners to develop a plan that redistributes employee parking, allowing business customers to find parking more readily.

### **HILLCREST Advertise Parking Availability**

Inform the driving public about parking availability in commercial core areas.

*Perception, perception, perception – The average time to find a curb space ranges from 3.5 to 13.9 minutes according to academic studies.*

- ▶ Frequently we search for a spot that is right in front of our destination and cruise repeatedly around the same block. Being unfamiliar with an area makes us unaware of parking options.
- ▶ The Partnership will advertise the availability of parking in order to encourage people to walk a couple blocks to their destinations if necessary. Knowing where to find alternative parking spaces saves time, gas, and the environment.

### **HILLCREST Upgrade Wayfinding Signs with Solar-powered Lighting**

Increase off-street parking utilization by increasing visibility of signs that designate publicly-available parking lots.

*Lost drivers = Congestion*

- ▶ In 2004, Uptown Partnership installed wayfinding signs that guide drivers to parking lots that are available for public use.
- ▶ Because these signs are not visible after dark, the Partnership will increase their usefulness by adding solar-powered lighting.



### **HILLCREST Normal Street Parking, Blaine to Lincoln**

Rebuild the Normal Street median between Blaine and Lincoln Streets to add parking spaces.

*Looking for potential and building on good ideas.*

- ▶ The Partnership completed the construction of the Normal Street Median between University Avenue and Blaine Street with landscaping and additional parking spaces.
- ▶ The Partnership will fund completion of the second median between Blaine and Lincoln Streets.



### **MISSION HILLS Replace Single-Head Meters with Multi-Space Meters at Selected Locations**

Replace single-head meters with five multi-space meters on: East side of Goldfinch Street between Washington and Ft. Stockton Streets; South side of Ft. Stockton Street between Goldfinch and Falcon Street; and Other potential blocks of near Ft. Stockton and Goldfinch Street. Increase convenience of parking by providing modern payment options, reducing environmental impact, increasing efficiency, encouraging the pedestrian experience, and increasing ADA compliance for narrow sidewalks.

### **MISSION HILLS Closing Unused Curb Cuts for Parking Spaces**

Provide additional parking spaces by removing five "abandoned" curb cuts located near the intersection of Washington and Goldfinch Streets.

### **HILLCREST/MISSION HILLS Research installation of a traffic calming device on University Avenue at Dove Street, located on boundary of Hillcrest and Mission Hills**

- ▶ New development, existing school, and pedestrian access encourage people to walk rather than drive. Safety device will ensure these people can safely access local facilities and businesses without the use of a car.

**BANKERS HILL-PARK WEST, FIVE POINTS, AND HILLCREST, Neighborhood Parking and Circulation Improvement Funds**

Projects identified by the neighborhood that are consistent with the Five Points Commercial Neighborhood Parking and Circulation Design, Hillcrest Corridor Mobility Study, and current technical analyses will be funded based on merit, community support, matching funds, and consistency with Council Policy 100-18.

**OPERATING BUDGET**

**FY11  
BUDGET**

**Ordinary Income/Expense**

Income

4000 · CPD Annual Allocation	\$773,500
4600 · Parking Card Sales Income	\$144,100
4650 · Parking Card Shipping Income	\$900
4730 · Sales Returns & Allowances	\$0
4950 · Interest Income	\$600
4975 · Misc Income [e.g. , one-time rebates]	\$600

**Total Income** \$919,700

Cost of Goods Sold

5000 · Cost of Goods Sold	\$144,000
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**Total COGs** \$144,000

**Gross Profit** \$775,700

Expense

Overhead

7015 · Bank Service Charges	\$100
7020 · Office Equipment & Furnishing	\$1,100
7025 · Computer, Software & Maintenance	\$4,000
7028 · Credit Card Service Charges	\$2,600
7040 · Dues and Subscriptions	\$200
7050 · Employee Training	\$400
7051 · Meetings, Conferences & Seminars	\$5,000
7060 · Equipment Rental	\$5,500
7071 · Employee Fiduciary Bond	\$400
7073 · General Liability	\$10,600
7074 · Workers Compensation	\$1,200
7075 · Directors & Officers Liability	\$4,900
7080 · Interest & Finance Charges	\$0
7095 · Licenses and Permits	\$200
7100 · Marketing and Events	\$7,100
7120 · Miscellaneous Expense	\$0
7130 · Office Supplies and Services	\$2,700
7141 · Accounting & Auditing	\$14,400
7142 · Graphics Design	\$7,900
7143 · Legal [\$20K <i>pro bono</i> law firm]	\$0
7146 · Outside Contractors	\$1,500

Direct Labor | In-house

7161 · Director's Salary	\$79,500
7162 · Office Wages	\$134,900

Overhead

7163 · Employee Benefits	\$14,500
7164 · Payroll Tax Expense	\$16,300
7170 · Postage and Shipping	\$3,300

OPERATING BUDGET	FY11 BUDGET
7180 · Printing and Reproduction	\$10,700
7190 · Rent	\$32,200
7192 · Storage	\$1,600
7203 · Equipment Maintenance & Repairs	\$0
7231 · Telephone	\$2,100
7253 · Mileage	\$0
7255 · Parking & Transportation	\$200
7260 · Utilities	\$2,200
<u>Total Expense</u>	<u>\$367,300</u>
<u>Net Ordinary Income</u>	<u>\$408,400</u>
<b>Other Income/Expense</b>	
Other Income	
8100 · CPD contract carryover funds [estimated]	\$3,833,900
<u>Total Other Income</u>	<u>\$3,833,900</u>
Other Expense	
9000 · Uptown Projects [minus staffing]	\$1,894,600
9000 · BHPW Neighborhood Improvements [minus staffing]	\$739,100
9000 · 5 PTS Neighborhood Improvements [minus staffing]	\$61,900
9000 · HC Neighborhood Improvements [minus staffing]	\$1,270,000
9000 · MH Neighborhood Improvements [minus staffing]	\$45,000
9000 · Contingency	\$230,400
9000 · Unallocated Reserve	\$0
<u>Total Other Expense</u>	<u>\$4,241,000</u>
<u>Net Other Income</u>	<u>-\$407,100</u>
<b>Total Net Income [due to rounding in Operating Budget compared to Program Budget]</b>	<b>\$1,300</b>
<i>Total Overhead</i>	<i>\$152,900</i>
<i>Total Direct Labor</i>	<i>\$214,400</i>
<i>Total Expense</i>	<i>\$367,300</i>
Overhead as a % of Total Income	17%
Direct Labor as a % of Total Income	23%
<i>Overhead: Indirect cost or expense (such as insurance, rent, and utility charges) that (1) relates to an operation or the firm as a whole, (2) does not become an integral part of a good or service (unlike raw material or direct labor), and (3) cannot be applied or traced to any specific unit of output [BusinessDictionary.com definition]</i>	

## D. RECENT ACTIVITIES AND ACCOMPLISHMENTS IN UPTOWN CPD – FY2009-10

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1. KEY PROJECTS
2. WORK IN PROGRESS
3. COMMUNITY RELATIONS
4. CORPORATE BUSINESS

### 1. KEY PROJECTS

In FY2009-10, the Five Points Parking and Traffic Study succeeded on several levels.

- ▶ The Partnership held a public workshop with residents, business and property owners on June 1, 2009 to review the proposed streetscape design for Washington Street from Hancock to India Streets and to review alternative circulation improvements for the intersection of Winder Street and India Street.
- ▶ The Partnership continued to work with KOA Corporation and DeLorenzo Design to implement the second phase identified in the Five Points Parking Circulation Report. The consultants prepared the final Five Points Commercial Neighborhood Parking and Circulation Design Report which included recommendations to improve I-5 freeway right-of-way and underpass and identified street, pedestrian, and traffic mobility improvements.
- ▶ The Partnership Board of Directors approved the final Five Points Commercial Neighborhood Parking and Circulation Design Report and submitted it to the City.
- ▶ Partnership staff is collaborating with the Museum of Contemporary Art on their exhibit; Viva la Revolución: A Dialogue with the Urban Landscape. As part of this collaboration Partnership staff is working to secure maintenance funding for the installation of a mural on the I-5 underpass by celebrated artist Shepard Fairey.
- ▶ Partnership staff will continue to work with residents, businesses, property owners and City staff to implement the recommended parking and circulation improvements to the Five Points area.

In FY2009-10, the Bankers Hill-Park West Parking and Circulation Improvement Project succeeded on several levels.

- ▶ Work was completed on the Banker's Hill-Park West Streetscape Design Guidelines.
- ▶ At a public workshop held in February 2010, the neighborhood reviewed traffic calming proposals drafted by fellow residents for Fourth, Fifth, and Sixth Avenues between Upas and Elm Streets. Included in these proposals are diagonal parking, pedestrian pop-outs, bike lanes, and traffic signals/stop signs.

In FY2009-10, the Normal Street Median Improvement Project succeeded on several levels.

- ▶ The City of San Diego broke ground in September 2009 for the median improvements on Normal Street between University Avenue and Blaine Street.
- ▶ Uptown Partnership's contribution of \$149,250 in parking meter revenues provided significant help in obtaining transportation bonds funding.
- ▶ Partnership staff worked with the Hillcrest Business Association and Council District 3 to mitigate neighborhood impacts during construction on the Normal Street Median.
- ▶ The Partnership hosted a completion ceremony at the offices of KTU+A on January 21, 2010 to celebrate the completion of the median improvements. Councilmember Todd Gloria presented commendations to the KTU+A, landscape architect Mike Singleton, and local businessman Nick Hubbard for their contributions towards the project.

## 2. WORK IN PROGRESS

- a. **NORMAL STREET MEDIAN IMPROVEMENT – PHASE 2**  
The City completed the first phase of the Normal Street Median Improvement project in FY2009-10.
- b. **MULTI-SPACE METER INSTALLATION**  
The Partnership placed a purchase order for six (6) multi-space meters in FY2008-09. The purchase order is navigating through the City's process.
- c. **HILLCREST PARKING COMMITTEE**  
The Partnership, along with the Hillcrest Business Association and the Hillcrest Town Council, formed the Hillcrest Parking Committee with the purpose and intent of establishing a framework for cooperative review of Hillcrest-related parking efforts initiated by the Partnership and to develop mutually beneficial programs and projects to public parking in Hillcrest.
- d. **GIS PARKING DATABASE**  
The creation of a GIS (Geographic Information System) parking database is underway. Partnership staff is working closely with CCDC staff to develop a comprehensive database of both on-and off-street parking locations, and a curb inventory for all of Uptown, for the purposes of data analysis and strategic management of parking resources.

## 3. COMMUNITY RELATIONS

- a. **PARKING ADVISORY BOARD**  
The President of the Partnership's Board sits on the City Parking Advisory Board, which meets monthly to consider parking issues of citywide significance. Members of the Parking Advisory Board are appointed by the Mayor.
- b. **PARKING CARD PROGRAM**  
Uptown Partnership, Inc. anticipates sales of \$140,000 worth of cards and reload time directly to public in FY 2010-11. Neighborhood businesses serving as satellite resellers are expected to distribute \$65,000 of cards in FY 2010-11.
- c. **WEBSITE**  
Staff regularly maintains a web site that features the people and programs of Uptown Partnership as well as useful City parking information and links.
- d. **PUBLIC AWARENESS**  
Board members and staff operated a booth at the 2009 City Fest, one of San Diego's most popular street fairs, where they sold parking cards and answered questions about Uptown Partnership's activities in the community. At the booth, City employees demonstrated new meter technologies and answered questions. Overall, the new meters were very well received.  
  
In FY 2010-11, the staff expects to produce four newsletters for distribution to about 1,700 recipients. Staff responds daily to parking card purchasers and callers who have questions and comments about parking in Uptown.
- e. **COMMUNITY ORGANIZATIONS LIAISON**  
The Executive Director and staff maintain close contact with key community organizations by regularly attending their meetings, providing updates on specific issues, and looking for opportunities to collaborate on projects. Organizations include the Hillcrest Business Association (BID), Hillcrest Town Council, Mission Hills Association (BID), Mission Hills Town Council, Bankers Hill-Park West neighborhood group, Downtown Parking Management Group, MTS, and Uptown Planners.  
  
The Executive Director attends monthly meetings of the Downtown Parking Management Group to monitor for transferable concepts and programs.
- f. **CONSTRUCTION MITIGATION**

Staff works with Council offices and BIDs to alleviate public project impacts on neighborhoods. The Program Specialist regularly updates Twitter and blog with current information on major City construction projects affecting the Uptown Community Parking District.

Staff completed a neighborhood mitigation program for the Normal Street Median Improvement Project, working with Council District Three and the Hillcrest Business Association.

g. UPTOWN TRANSIT CORRIDOR MONITORING

Staff monitors MTS proposals to change service in Uptown, which generally occur three times a year. In response to MTS proposals, staff solicits and coordinates responses by community and neighborhood groups.



4. CORPORATE BUSINESS

a. BOARD OF DIRECTORS STRATEGIC PLANNING

The Board held a strategic planning meeting in October 2009 to receive training and to set its strategic direction for the upcoming year. The Board identified key issues that affect success of the organization and developed a plan of action.

b. BOARD STRUCTURE

In September 2009, Uptown Partnership, in response to community requests, added three new board members expanding the Board from 9 to 12 members. Two members were chosen via council appointment; one from Council District 2 (Greg Nowell), one from Council District 3 (Nancy Moors). The Partnership chose an additional Uptown representative at large (Dave Gatzke – Uptown Planners).

c. COMMITTEE STRUCTURE

Uptown Partnership has five standing committees and one *ad hoc* committee. All committees have charters that clarify the responsibilities of each.

The Board of Directors annually names an *ad hoc* Audit Committee to oversee its financial audit. The Partnership applies the guidelines of the California Nonprofit Integrity Act for financial audits in addition to the Generally Accepted Accounting Principles (GAAP) that it always has applied.

Late in FY2009-10, the Partnership Board along with the Hillcrest Business Association, and the Hillcrest Town Council formed the fifth standing committee – the Hillcrest Parking Committee. This committee meets monthly to oversee implementation of parking-related programs and projects in Hillcrest.

d. INFORMATION AND COMMUNICATIONS SYSTEMS

The Partnership regularly maintains all systems, verifying they are optimized and as efficient as possible to maintain work productivity.

e. STAFFING AND TRAINING

Staff continues to meet regularly to give individual work updates, review operations, plan and coordinate activities, and share training exercises.

The Executive Director reviews performance and prepares a written report for each staff member at the end of each calendar year. The Operations and Finance Committee oversees evaluation of the Executive Director annually.

## **E. RECOMMENDATIONS**

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### **METER UTILIZATION PLAN**

The Board of Directors of Uptown Partnership is on record supporting adoption by the City Council of a meter utilization plan that implements the fundamentals of: (1) performance-based parking pricing; (2) extended hours of operation; and (3) modification of City Council Policy 100-18. Whether the Mayor or the City Council is authorized to oversee this plan, the benefits will accrue to the Community Parking Districts, City of San Diego, businesses, residents, and vehicle drivers in a number of ways.

Through installation of a web-based meter system and new technology meters, Community Parking Districts and the City will gain real-time data about meter usage and revenues. Meter usage data will be useful for analyzing the potential for making neighborhood-by-neighborhood modifications to the existing rate structure and time limits. And, accurate revenue data will help Community Parking Districts and the neighborhoods understand the neighborhoods' respective contributions to the metered parking system.

Both businesses and residents in busy neighborhoods will benefit from a meter fee structure and time limits that allow drivers to choose whether to park farther away from their destinations at a lower price and enables them to select a time limit that suits their needs. With a variable fee structure and time limits, cruising for parking decreases as drivers exercise their ability to choose on the basis of price and convenience.

Vehicle drivers will benefit from using a meter system that accepts credit cards. In the Downtown pilot program, the Community Parking District found that, given a choice, drivers paid approximately two-thirds of meter fees by credit card.

In sum, the proposed meter utilization plan offers a tangible way to create new solutions that are tailored to local needs.

### **COORDINATION WITH CITY STAFF**

Uptown Partnership continues to seek a coordinated working relationship with City staff on technical matters relating to parking and traffic. Traffic Engineering staff often alter curb markings in ways that remove or constrain the public's ability to park without informing the Community Parking District or asking for its input. These actions put a strain on Uptown Partnership's ability to carry out its purpose in the community.

City Council Policy 100-18 specifically states that "Community Parking District revenues shall be used ... for such purposes as ... Managing the existing parking inventory, including such measures as, but not limited to, parking evaluations, reconfiguration of existing on-street parking inventory, residential permit parking programs, employee parking programs, enforcement, and/or mitigation of any adverse effects resulting from the implementation of such program(s)."

Uptown Partnership is open to discussing suggestions for improving coordination between City staff and the Community Parking Districts on the execution of curb alterations and other activities that affect the public's ability to park in the public right-of-way.

### **COMMUNITY PLAN UPDATE**

Uptown Partnership is participating in the update process for the Uptown Community Plan. Because the Partnership manages the Uptown Community Parking District under the authorization City Council Policy 100-18, the Partnership is in a unique position to identify policies that will assist the City and the Uptown Community in increasing and managing the public parking supply and promoting mobility. Uptown Partnership has the resources to research policies that have been implemented in other cities and to evaluate their applicability locally.

Uptown Partnership recommends that City Planning and Community Investment Department incorporate the resources available through Uptown Partnership into the update of the Uptown Community Plan as actively as possible.

# Community Parking District Implementation Plan

## Mid City Community Parking District

### FY2011

Community input is obtained and incorporated into the management of the District by hosting advertised public meetings, conducting surveys, maintaining a website with parking district information and publishing newsletter articles on parking issues.

**Goal:** To improve the Mid-City community by increasing parking options, ensuring safe and friendly streets, increasing pedestrian activity, advancing alternative transportation options and promoting economic revitalization. In addition, to foster community cooperation through creative collaborations that enhance the vitality of our businesses, sustain the health of our residential community, and promote a model cohesive neighborhood.

**Specific recommendations for improvement and activities include the following:**

### Managing Parking Inventory

#### **Angled and Head-in Angled Parking**

- The Contractor will continue evaluating the feasibility of adjusting on-street parking to increase available spaces using angled and head-in angled parking. The entire funding for these projects will come from the Mid-City Community Parking District budget.
  - Identify appropriate locations for angled and/or head-in parking
    - Use the parking utilization studies conducted by The Mid-City Community Parking District (*see Attachment 1*)
    - Evaluate street widths and curb cut locations to determine which streets can accommodate parking adjustments (*see Attachment 1*)
    - Solicit support from adjacent residents and property owners by conducting community meetings and petitions (door to door and mailed).
  - Install angled and head-in angled parking at identified locations
    - The Mid-City Community Parking District has been working on phase two of the Kansas Street head-in angled parking pilot project. In phase one, an 82% petition approval was achieved from property owners and residents. The contractor took the issue to the North Park Planning Committee where it was unanimously approved on the stipulation that an unrelated drainage issue be fixed by the City of San Diego. The City of San Diego does not have the funding to fix the issue, so the MCCPD has decided to establish the same project two blocks south on Kansas Street, where a drainage issue does not exist. New diagrams have been completed and the project is moving forward. The petition process and the implementation will occur in 2011.
    - Once the Kansas Street pilot project is complete, additional head-in angled parking projects will be added within the Mid-City Community Parking District based on street widths and utilization (*see Attachment 1*). The timing of these projects is dependent upon approval from the City. The goal is to convert two additional streets to angled parking by the end of FY2011.

#### **Parking Impact Assessment**

- Evaluate effectiveness of current commercial district on-street and off-street parking utilization to insure efficient use of space based on continuing parking utilization studies and surveys conducted by the Mid-City Community Parking District (*see Attachment 1*). The continuation of these activities and associated projects east of

Route 15 on El Cajon Boulevard will be funded by the Mid-City Community Parking District.

- Evaluate the need for additional meters along the major commercial corridors (Adams Avenue, El Cajon Boulevard, College Avenue, Montezuma Road, 30<sup>th</sup> Street, Park Boulevard and University Avenue).
- Identify appropriate locations, if any, for installation of time-limited and/or metered parking and coordinate community outreach to advise public of locations where changes are supported.
- Work with businesses to install or adjust curb markings (red, white, blue, green)
  - Locations as requested and warranted by utilization studies and through a survey that were conducted in The El Cajon Boulevard Business Improvement District.
  - Other locations as requested
  - Quarterly reports will be submitted based on tasks completed

## **Managing Parking Demand and Enhancing Utilization**

### **Traffic Calming Assessment**

- Identify and recommend locations for use of traffic calming measures to enhance vehicular and pedestrian safety. The entire funding for the projects will come from the Mid-City Community Parking District budget.
  - Explore the feasibility, and potentially install a speed-indicator device near the Talmadge Senior Facility on El Cajon Boulevard at Dawson Avenue and on Montezuma Road in the College area.
  - Continue to identify locations for installation of additional pedestrian countdown indicators based on recommendations from the community and safety concerns identified by empirical data provided by the City of San Diego, such as pedestrian injuries and traffic violations.

### **Crosswalk Enhancements**

- The Contractor will facilitate the installation of 4 crosswalk enhancements at identified locations in the district. This will include ladder crosswalks and the potential use of LED Embedded Pavement Flashing Light System. Locations will be selected based on traffic conditions, past studies and safety concerns. Potential locations are on El Cajon Boulevard at 51st St; 30<sup>th</sup> Street at Upas St; and Montezuma Ave in the College area. Funding for the projects will come from the Mid-City Community Parking District budget.

### **Transit Enhancement**

- The Contractor will evaluate and support methods of enhancing the availability and utilization of public transit to decrease parking impacts.
  - Monitor SANDAG and MTS approaches to the development of the two Mid-City bus rapid transit projects. The Mid-City BRT is currently at the end of the design phase and station construction will began in 2011, with the route scheduled to open in 2012. The BRT service will run from Downtown San Diego to SDSU. It will serve the Park Boulevard and El Cajon Boulevard sections of the Mid-City Community Parking District. The Contractor will continue to meet with MTS and SANDAG during the design phase and construction phases of the project to provide input regarding impacts on parking in the area with an emphasis on minimizing the number of on-street parking lost through the construction of the new stations.
  - Transit route information will be advertised through the districts websites.
  - Meet with and engage SANDAG and MTS as needed to better understand their approaches to transit service and advocate for enhancements as warranted.

- Explore the impacts of the Park2Park neighborhood shuttle program that began in 2010. The shuttle serves businesses along 30<sup>th</sup> Street in North Park and adjacent sections of University Avenue, Park Boulevard, El Cajon Boulevard and Adams Avenue. Meetings will be held with the shuttle operator to determine if the shuttle is having an impact in the district and a potential for expansion.
- Identify and implement methods of improving the safety, comfort and convenience of transit stops as warranted

### **Pedestrian Right-of-way Enhancements**

- The Contractor will evaluate methods of improving pedestrian right-of-way conditions to facilitate the movement of pedestrians and reduce the need for the public to move cars and park in multiple locations as part of one trip within the commercial districts. Methods may include the use of design guidelines, parking and transit strategies, business retention and attraction opportunities and identification of potential public improvement projects to enhance pedestrian mobility. A report will be available when completed. Funding for the project will come from the Mid-City Community Parking District budget.
  - Identify and implement methods of improving pedestrian safety and security
  - Identify and support pedestrian linkages connecting the various pedestrian oriented destinations, such as transit stops, schools, libraries, businesses, residential uses and parks in and around the district.

### **Bike Parking**

- The Contractor will obtain permits, purchase and install 25 bike racks at locations in the public right away within the Mid City Community Parking District. Bike corral projects will also be piloted on 30<sup>th</sup> Street, near Upas Street, El Cajon Boulevard and on Adams Avenue. The installation of the racks is dependent on City approval and may require the installation of landscaping and signage. Promoting alternative forms of transportation, such as biking, will reduce parking demand as well as traffic congestion. Funding for the project will come from the Mid-City Community Parking District budget.

### **Parking Meters**

- The district will fund 45% of the cost to upgrade the approximately 210 meter heads in the district. The City of San Diego will fund 55% of the cost. This may include the option of installing multi-space meters where appropriate.
- The Contractor will install 20 new parking meters in FY2011. Funding for the project will come from the Mid-City Community Parking District budget and the City of San Diego. Per COMMUNITY PARKING DISTRICT POLICY Number 100-18, the cost of new meters and their installation in Community Parking Districts are shared between the City and the Community Parking District based upon the percentage by which the meter revenues are shared, which is a 45% allocation to the Parking District.
  - Locations on El Cajon Boulevard will be based on a Parking Utilization Study and tenant survey that was completed in 2010 (see *Attachment 1*).

### **Outreach/Promotion**

- **Websites-** Create and maintain a new website: midcityparkingdistrict.com. The website will include project updates, plans and parking maps. Funding for the project will come from the Mid-City Community Parking District budget.
- **Outreach** – The Contractor will attend approximately 2 meetings each month with community-based organizations within the bounds of the Mid-City District to communicate issues related to parking impacts, and seek written feedback. Groups include, but are not limited to the Community Planning Committees; City Heights CDC; CalTrans Route 15 Working Group; City Heights Project Area Committee and the North Park Project Area Committee. Funding for the staff time will come from the Mid-City Community Parking District budget.

- **Parking Meter Cards** – Parking meter cards will continue to be available at the El Cajon Boulevard BIA office.
- **Surveys** - The Contractor will produce and distribute one survey seeking feedback regarding new parking meters on El Cajon Boulevard. A report on the survey will be available when the survey is completed. Funding for the project will come from the Mid-City Community Parking District budget.

**Contingency-** Funds will be used to cover potential cost overruns on projects and activities listed in the implementation plan.

**PROPOSED OPERATING BUDGET FY 2011 - MIDCITY-EL CAJON BLVD**

	CDP Funds	Other Funds	Total
<b>Funds Available</b>			
CPD	600,000		600,000
Other	0		0
<b>Total Funds Available</b>	<b>600,000</b>	<b>0</b>	<b>600,000</b>
<b>Expense</b>			
<b>Personnel</b>			
Program Manager	13,000	0	13,000
Administrative Assistant	5,600	0	5,600
Fica/R Expense	2,100	0	2,100
Health Insurance	1,200	0	1,200
<b>Total Personnel</b>	<b>21,900</b>	<b>0</b>	<b>21,900</b>
<b>Operating</b>			
Rent - Office	6,500	0	6,500
Telephone/Fax/Cell/Internet	900	0	900
Mtngs/Conf/Dues/Subscriptions	600	0	600
Printing	200	0	200
Insurance			
<b>Insurance-Workers Comp</b>	400	0	400
Postage	400	0	400
Audit	300	0	300
Accounting Services	1,500	0	1,500
Office Supplies	500	0	500
<b>Total Operating</b>	<b>11,300</b>	<b>0</b>	<b>11,300</b>
<b>Outreach/Promotion</b>			
Marketing (Web Site, Brochure)	6,500	0	6,500
Outreach/Promotion	5,000	0	5,000
Surveys	5,000	0	5,000
<b>Total Outreach/Promotion</b>	<b>16,500</b>	<b>0</b>	<b>16,500</b>
<b>Contracts</b>			
Consultant Services	12,000	0	12,000
Parking Consultant Services	15,000	0	15,000
<b>Total Contracts</b>	<b>27,000</b>	<b>0</b>	<b>27,000</b>
<b>Activities-Program (see Activities budget)</b>	<b>211,000</b>		<b>211,000</b>
<b>Contingency</b>	<b>28,770</b>	<b>0</b>	<b>28,770</b>
These funds may be applied towards cost overruns of projects approved under this Implementation Plan.			
<b>Total Expense</b>	<b>316,470</b>	<b>0</b>	<b>316,470</b>
<b>Unallocated Reserve</b>	<b>272,300</b>	<b>0</b>	<b>272,300</b>

**COMMUNITY PARKING DISTRICT**  
Activities/Program Budget Template

**PROPOSED ACTIVITIES/PROGRAMS BUDGET FY 2011 - MIDCITY - EL CAJON BLVD**

	<u>CDP Funds</u>	<u>Other Funds</u>	<u>Total</u>
<b><u>Managing Parking Inventory</u></b>			
<b>Head-In Angle Parking</b>	<u>10,000</u>	<u>0</u>	<u>10,000</u>
Evaluation of feasibility of adjusting on-street parking to increase available spaces using angle and head-in parking			
<b>Parking Impact Assessment</b>	<u>22,000</u>	<u>0</u>	<u>22,000</u>
Evaluate effectiveness of current commercial district on-street and off-street parking utilization to insure efficient use of space			
<b><u>Managing Parking Demand and Enhancing Utilization</u></b>			
<b>Traffic Calming Assessment</b>	<u>6,000</u>	<u>0</u>	<u>6,000</u>
Identify and recommend locations for use of traffic calming measures to enhance vehicular and pedestrian safety			
<b>Electronic Speed Indicators</b>	<u>10,000</u>	<u>0</u>	<u>10,000</u>
Install 1 electronic speed indicators in the district			
<b>Crosswalk Enhancements</b>	<u>8,000</u>	<u>0</u>	<u>8,000</u>
Install 4 crosswalk enhancements			
<b>Transit Enhancement</b>	<u>10,000</u>	<u>0</u>	<u>10,000</u>
Evaluate and support methods of enhancing the availability and utilization of public transit			
<b>Pedestrian Right of Way Enhancement</b>	<u>30,000</u>	<u>0</u>	<u>30,000</u>
Evaluate methods of improving pedestrian right-of-way conditions within the commercial districts			
<b>Bike Parking</b>	<u>50,000</u>	<u>0</u>	<u>50,000</u>
Install 25 bike racks and 3 bike coralls in district			
<b>Parking Meters</b>			
<b>Parking Meter Upgrades</b>			
The district will fund 45% of the cost to upgrade the approximately 210 meter heads in the district. The City of San Diego will fund 55% of the cost.			
	<u>55,000</u>	<u>0</u>	<u>55,000</u>
<b>New Parking Meters</b>			
Install 20 parking meters in the district based on Parking Utilization Study and tenant survey			
	<u>10,000</u>	<u>0</u>	<u>10,000</u>
<b>Total</b>	<u><b>\$211,000</b></u>	<u><b>0</b></u>	<u><b>\$211,000</b></u>

# Parking Implementation Plan

FY2011

The University Heights Community Parking District (UHCPD) as an independent sub area under the Mid-City Community Parking District has been working to improve parking in and around the commercial core of University Heights. In order to accomplish this, the UHCPD uses and shares the costs of the UHCDC facility, its administrative assistance, and office equipment to conduct its business and meetings as well as for storage of its records and to provide another convenient location for residents and businesses to purchase Parking Meter Cards. In FY2010, it has focused on developing an approach to community-based parking planning that stands in contrast to typical “top-down” planning, developing and administering a survey to residents of a pilot street block to identify opportunities and obstacles to parking improvements.

For FY2011, The University Heights CPD is planning to continue with this new approach, working with community members and the City to develop a prototype for parking improvements. The CPD is also looking to update its parking utilization data and update parking meters in select locations.

**Community input is obtained and incorporated into the management of the District** by outreach to businesses, residents, and local community organizations: e.g. North Park Planning Public Facilities Subcommittee, Uptown Planners Public Facilities Subcommittee, University Heights Community Association, Hillcrest Town Council, Uptown Partnership, Birney Elementary School, and the City’s Parking Advisory Board through attendance at meetings, disseminating information and sharing solutions in like situations. The District has also recently completed a major survey of residents of a section of North Avenue to better gauge community sentiments toward parking issues and their potential solutions.

**Describe overall CPD program concept and how this addresses the District’s parking issues.** The UHCPD program is based on increasing pedestrian accessibility and safety along the commercial corridor and surrounding the Birney Elementary School and its Joint Use Playing Field soon to be reopened; achieving a comfortable experience for both residents and visitors, and avoiding conflicts to parking needs on adjacent streets by increasing parking and managing existing spaces to create the maximum benefit to the area.

Specific recommendations for improvement and activities include the following:

## Increasing Parking Supply

We are in the middle of a study to determine how the parking supply may be increased on North Avenue, just one block off the commercial corridor of Park Boulevard.

- **self-parking** – Phase I of our Mobility Study recommended a center median with angled parking on North Ave. along its entire length from Meade to Adams Avenues. When the concept was brought up in a community meeting, a number of issues were raised that suggested further community-based work was needed. We have followed-up on this by selecting a pilot block—Meade to Monroe Avenues—and then commissioning a survey of residents of that block to better learn about the range of opinions and perspectives that residents have. We will be using these survey results to then work with a group of residents to review the original parking proposal and other parking alternatives, with an eye to selecting one to advance to the City for formal review and action. Consultant’s fee of \$15,000 covers this study and appropriate follow-up.
- **valet-parking:** The District is not pursuing valet options in short-term. Business owners have had generally poor response to pilot valet programs in the past, and our membership has not been requesting further action.
- **on-street parking** is not as impacted as much during the day as during evening hours which bring out more people who visit the bars, restaurants, theatre as well as residents who must find parking on the street. Most of these establishments and residences have no or a minimum of off-street parking. For example, our building, the Park Professional Plaza, has off-street parking that is only accessible to the tenants and lacks adequate parking for the number of units. Consequently, this means some employees as well as visitors must use on-street parking; this also applies to most of the businesses and residences along our Park Blvd. corridor between Meade and Adams Ave. Phase II of our Mobility Study will start to review where additional parking can be implemented, reviewing changes to yellow, red and disability zones and the many bus stops. Whether changes can be made to combine/reduce these stops, should be considered. The study will also include seeking additional parking on the side streets adjacent to the Park Blvd. corridor. These activities are included within the Consultant’s scope for the North Avenue study.
- **surface parking** – The District is not pursuing additional surface parking at this time. Should developers propose major investments for the zone, we will revisit the possibility of creating shared or in-lieu parking.
- **structured parking lots** – There are no parking structures in our CPD nor conveniently close (North Park’s is the closest) to benefit our area. This would not be a viable option for our CPD unless new development allocates additional spaces for public parking.

## Managing Parking Inventory

The UHCPD is planning to update its parking utilization studies so as to have an accurate picture of parking demand in the commercial core of University Heights.

- **parking evaluations** – Utilization study of on-street parking in the metered zones by the City and a review of other time limited zones by our consultant in order to determine where changes would benefit the area. This would also include the use of surveys, which are already included on our website: [www.uhcdc.org](http://www.uhcdc.org). We are proposing a budget of \$10,000 for the updated utilization study.
- **reconfiguration of existing on-street parking inventory** – This may result from the findings in our Phase II Mobility Study and a review of the recommendations in Phase I on North Ave. Consultant fee of \$15,000 is included in our budget
- **residential permit parking programs** – Not a viable option at this time in our District. – There is one area around the residences in the Mission Cliffs area, which is adjacent to the Trolley Barn Park, where there have been problems by people parking from the bars; however, a permit parking program would result in impacts to events at the park as well as maintenance vehicles servicing the park. Parking near the park is already limited with on street parking only.
- **employee parking programs** - We are not anticipating a study of employee parking this year, though the parking utilization study may give us some insight into employee parking.
- **enforcement, and/or mitigation of any adverse effects resulting from the implementation of such program(s).** At this time we do not anticipate problems since we are seeking improvements not deterrents to on street parking through evaluations of the existing conditions.

## Managing Parking Demand and Enhancing Utilization

- **Changes to parking meter rates, hours of meter enforcement, parking meter time limits, and additions or removals of parking meters** – We are proposing to replace parking meter heads on a number of parking meters that legally are within the district but whose revenues have been erroneously credited to another Community Parking District. We are also awaiting Council action on the Mayor’s proposals for changes to parking meter time limits, rates, and hours of enforcement, and will propose changes as appropriate.

- **Establishment or removal of time limited parking areas** – Our Consultant in Phase II of our Mobility Study can review these time limited areas including the data from the City’s meter utilization analysis as noted above. His contract would be funded as indicated in our budget
- **Implementation of valet parking fees, residential or shopper permit parking fees, and in-lieu fees** – This is not a viable option for our CPD but we will have information on hand to assist businesses.
- **Provision of mobility information such as signing, marketing, and communicating the location, availability, cost, etc. of district-wide parking options.** This is not currently applicable to our CPD.
- **Any recommendations or plans for providing funding for community shuttles within the boundaries of the Community Parking District** – Currently for our special events we seek out donors to provide shuttles and this is usually limited to one or two days, and this is a means to advertise their business during the event. CPD funding is insufficient to provide daily/evening or weekend shuttles. However, it may be feasible to explore Uptown Partnership’s funding a pilot shuttle project for evening activities between Hillcrest and University Heights for dining, bar, Diversionary Theatre, and other UH free summer concert and art events utilizing the DMV or Baptist Church or SD Unified School District Parking lots. The MidCity CPD could also participate in this program to include the business area between El Cajon Blvd. and Texas Street.
- **Recommended actions to promote alternative forms of transportation to reduce parking demand (e.g., community shuttles, public transit, bicycling, and walking).** We have implemented bike lanes within the community and hope to seek out other locations; we are hopeful that updated Community Plans will include additional bicycle infrastructure. We hope to improve walking by providing more highly visible crossing areas and hope to work with the City to identify crosswalks that would benefit from Pedestrian Countdown Indicators. We are in favor of improvements to public transit but are concerned that the Mid-City Rapid Bus Program as being planned may cause unacceptable impacts to pedestrians and businesses for reasons that by themselves may not improve the transit experience or number of transit riders. We will be collaborating with other stakeholders to review these plans and provide feedback as appropriate.

**Other Improvements or Activities**

- **The acquisition of any private property for a public purpose necessary to implement the plan** – This is not a viable option for our District.

- **Providing for extraordinary maintenance and landscaping activities associated with or required by any of the activities listed above** – Since we have a Maintenance Assessment District (MAD) in the commercial corridor from Meade on Park Blvd. to Florida on Adams, we are able to provide several days a week of maintenance and additional enhancements as funding allows each year. This applies to the parkway right-of-way areas, trash containers, sidewalks, street sign, lighting and succulent garden on Adams Ave. between Park Blvd. & North Ave. The MAD has recently put colored decomposed granite around the trees to insure better pedestrian footing when exiting cars on the passenger side and all antique street lights will be painted later this year to carry out the cobalt blue paint of the UH street sign. All improvements are centered on enhancing the walkable nature of the area and attracting UH residents and visitors from other communities into the businesses and restaurants
- **Providing for extraordinary security activities associated with or required by any of the activities listed above** – This is not a viable option for our District to fund; it would have to be done by the individual businesses in the area. Most problems have surfaced surrounding the bars open until 2 a.m.
- **Any other relevant matters pertaining to the effective management of parking demand within the District** - City should review its diagonal and head-in parking regulations to allow more flexibility in increasing parking using these methods. Community Parking Districts should be accorded greater weight as decision makers within their boundaries with assistance from the City on the appropriate implementation of requested recommendations, changes, and evaluations as needed where a District's funding is limited.

# UNIVERSITY HEIGHTS CDC PROPOSED OPERATING BUDGET FY 2011

CHART OF ACCOUNTS	CDP Funds	Other Funds	Total
CPD Allocation	161,345		161,345
Other (e.g. Sale of Parking Cards)	0	925	925
<b>Total Funds Available</b>	<b>161,345</b>	<b>925</b>	<b>162,270</b>
<b>Expense</b>			
<b>Personnel</b>	0	0	0
Executive Director	0	0	0
Administrative Assistant	0	0	0
Volunteer Bus Pass	240	0	240
Fica/R Expense	0	0	0
Health Insurance	0	0	0
<b>Total Personnel</b>	<b>240</b>	<b>0</b>	<b>240</b>
<b>Operating</b>			
Rent - Office (320 sf @ \$1.50/mo )	5,760	0	5,760
Telephone/Fax/Cell/Internet (40% of \$2500)	1,000	0	1,000
Mtngs/Conf/Dues/Subscriptions - Parking Related Only	150	0	150
Printing - Info on Meter Upgrades, Utilization, North Ave.	550	0	550
Insurance - Liability - 100% per City's Regs	2,500	0	2,500
Postage - 40% of \$600	240	0	240
Audit - 100% per City's Regs	2,200	0	2,200
Accounting Services - 100% for Outside Bookkeeper	960	0	960
Office Supplies - 40% of \$741	296	0	296
Other Expense - professional services	100	0	100
Other Expense - purchase of meter cards		925	925
Other Expense - special events - Signs	205	0	205
Other expense - Filing Fees State & Fed.	75	0	75
Other Expense - equipment lease (40% of \$2412)	965	0	965
Other Expense - utilities (40% of \$950)	380	0	380
Other Expense - COA per 1 unit only \$100 per month	1,200	0	1,200
<b>Total Operating</b>	<b>16,581</b>	<b>925</b>	<b>17,506</b>
<b>Outreach/Promotion</b>			
Newsletter	0	0	0
Marketing (Web Site, Brochure)	0	0	0
Specify Other	0	0	0
<b>Total Outreach/Promotion</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Contracts</b>			
Contractor 1	20,000	0	20,000
Contractor 2	0	0	0
<b>Total Contracts</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>
<b>Capital Projects</b>			
Pedestrian Count-Down Indicators	0		0
Meter Head Replacement (19 @ \$500)	9,500		9,500
<b>Total Capital Projects</b>	<b>9,500</b>	<b>0</b>	<b>9,500</b>
<b>Contingency (10% of planned expenditures)</b>	<b>4,632</b>	<b>0</b>	<b>4,632</b>
<b>Total Expense</b>	<b>50,953</b>	<b>925</b>	<b>51,878</b>
<b>Net Funds Available/Program Reserve Unallocated</b>	<b>110,392</b>	<b>0</b>	<b>110,392</b>

**CITY STAFF NOTE:** Operating Expense Allocation to CPD subject to further review and approval by City staff.

**UNIVERSITY HEIGHTS CDC PROPOSED ACTIVITIES/PROGRAMS BUDGET FY 2011**

<b>ACTIVITIES/PROGRAMS</b>	<b>CDP Funds</b>	<b>Other Funds</b>	<b>Total</b>
<b><u>Increasing Parking Supply</u></b>			
<b>Self-Parking</b>	\$ 10,000	\$ -	\$ 10,000
North Avenue parking configuration pilot program			
<b><u>Managing Parking Inventory</u></b>			
<b>Replacement of Meter Heads</b>	\$ 9,500	\$ -	\$ 9,500
Park Blvd. curbside parking review			
<b><u>Managing Parking Demand and Enhancing Utilization</u></b>			
<b>Time-Limited Parking Analysis</b>	\$ 10,000	\$ -	\$ 10,000
Updated Utilization and Turnover Study for Commercial District			
<b><u>Other Improvements or Activities</u></b>			
<b>(No planned expenses)</b>	\$ -	\$ -	\$ -
<b><u>Contingency</u></b>			
Use of these funds will require submission of a revised Implementation Plan (including revised budgets) and approval by Council if the total contingency funds to be expended exceeds 10% of the Contingency line item or \$50,000 (whichever is less).	\$ 4,632	\$ -	\$ 4,632
<b><u>Operations</u></b>	\$ 16,581	\$ 925	\$ 17,506
<b><u>Personnel</u></b>	\$ 240	\$ -	\$ 240
<b><u>Total Expenses</u></b>	\$ 50,953	\$ 925	\$ 51,878
<b><u>Program Reserve/Unallocated</u></b>	\$ 110,392	\$ -	\$ 110,392

**FISCAL YEAR (FY) 2011**  
**AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND**  
**\_\_\_\_\_ CORPORATION**

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This Agreement [Agreement] is entered into by the City of San Diego, a California municipal corporation [City] and \_\_\_\_\_ Corporation [Contractor], hereinafter collectively referred to as the "Parties."

**RECITALS**

WHEREAS, pursuant to Council Policy 100-18, the City established the Community Parking District Program [CPD Program], whereby communities unable to meet existing parking demands may devise and implement parking management solutions to meet their specific needs and resolve undesirable parking impacts; and

WHEREAS, the City Council designated specific geographic areas (\_\_\_\_\_*fill in area names*\_\_\_\_) as the \_\_\_\_\_(*fill in*)\_\_\_\_\_ Community Parking District [District]; and

WHEREAS, on December 2, 1997, the City Council adopted Resolution No. R-289522, in which the City Council designated the \_\_\_\_\_ Parking Meter Advisory Board as the Advisory Board for the District; and

WHEREAS, the \_\_\_\_\_ Parking Meter Advisory Board recommended \_\_\_\_\_ the District; and

WHEREAS, on \_\_\_\_\_, \_\_\_\_\_, the City Council adopted Resolution No. R-\_\_\_\_\_, in which the City Council approved the Implementation Plan [Plan] and Budget for FY 2011 to be carried out by Contractor;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I - DEFINITIONS**

For the purposes of this Agreement, the terms listed below are defined as follows:

- 1.1 Operating Manual – The City's "Operating Manual for Economic Development Programs" (revised 2007), which contains prescribed procedures for fiscal management and accountability of programs and/or projects receiving City and/or federal funds.

- 1.2 Plan Budget – The total amount of money allocated and available in the (CPD area)\_\_\_\_\_Community Parking District Fund in FY2011 to be expended at the direction of Contractor, including reimbursements to Contractor for expenses incurred, in implementing the activities and improvements, as set forth in the approved Implementation Plan and Budget attached hereto as Exhibit B.
- 1.3 Plan Revenue – All revenue that accrues to Contractor as a result of its receipt of funds provided under this Agreement, including interest earned on these funds deposited in an interest bearing account.
- 1.4 Subcontractor – Any entity other than the City that furnishes supplies or services (other than office space, standard commercial supplies, printing services, or other administrative or operational services) to Contractor in connection with Contractor’s performance of its obligations and/or duties under this Agreement.

## **ARTICLE II - EFFECTIVE DATE; TERM OF AGREEMENT**

- 2.1 Upon the execution of this Agreement by the Parties and approval of this Agreement by the City Attorney in accordance with Charter Section 40, this Agreement shall be effective as of July 1, 2010 and continue until June 30, 2011, unless terminated earlier in accordance with the terms of this Agreement.
- 2.2 In accordance with Section 16.9, this Agreement may be extended for up to ninety additional calendar days so long as an amendment is made in writing and signed by both Parties and is made in compliance with all laws, policies, regulations relating thereto.

## **ARTICLE III - CONTRACT ADMINISTRATOR; DESIGNATED REPRESENTATIVE**

- 3.1 The City’s Economic Development Division [Division] is the contract administrator for this Agreement. The City will identify a designated representative for the purposes of this Agreement.
- 3.2 The City's designated representative shall communicate with Contractor on all matters related to the administration of this Agreement and Contractor’s performance of its obligations and duties rendered hereunder. Contractor shall work solely under the direction of the City’s designated representative in performing Contractor’s obligations and duties under this Agreement.
- 3.3 When this Agreement refers to communications to or with the City, those communications shall be with the designated representative, unless the designated representative or the Agreement specifies otherwise.
- 3.4 The City, at its sole discretion, may change its designated representative at any time, and if the designated representative is within the Division shall inform Contractor, in writing, of the new designated representative within ten calendar days of the date of such change. If the new designated representative is outside the Division, and the City has knowledge of the new designated representative ninety calendar days prior to the date of the change, the City will

inform Contractor, in writing, of the new designated representative at least ninety calendar days prior to the date of such change. However, if the new designated representative is outside the Division, and the City does not have knowledge of the new designated representative ninety calendar days prior to the date of the change, the City will inform Contractor, in writing, of the new designated representative within five calendar days of City's knowledge of the pending change.

**ARTICLE IV - INDEPENDENT CONTRACTOR; ASSIGNMENT;  
DESIGNATED REPRESENTATIVE**

- 4.1 Contractor acknowledges, and shall require each of its Subcontractors to acknowledge, that Contractor and its Subcontractors are independent contractors, and not agents or employees of the City. Any provision of this Agreement that may appear to give the City a right to direct Contractor concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of the City concerning the end results of the performance.
- 4.2 Contractor shall have no authority to bind the City in any manner, nor to incur any obligation, debt or liability of any kind, on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City.
- 4.3 Because this Agreement is entered into by the City in reliance upon Contractor's qualifications, experience, and personnel identified, Contractor shall not assign or subcontract any of its rights, obligations, and/or duties under this Agreement, without first obtaining the written consent of the City. Any assignment in violation of this Article is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee, but any such assignment shall be ineffective, null and void.
- 4.4 Contractor shall identify a designated representative for the purposes of this Agreement. In the event Contractor changes its designated representative for the purposes of this Agreement, Contractor shall notify the City in writing of the new designated representative within ten calendar days of the date of such change.

**ARTICLE V - OBLIGATIONS OF CONTRACTOR**

- 5.1 Contractor shall perform the services described in the Scope of Services which is included in the Implementation Plan, in accordance with the Plan Budget and all other terms and conditions of this Agreement.
- 5.2 The Scope of Services shall include measurable objectives to provide a sound basis for the City to effectively monitor Contractor's performance under this Agreement.

**ARTICLE VI - PLAN BUDGET AND EXPENDITURES; TOTAL PAYMENT;  
PLAN REVENUE**

## 6.1 **PLAN BUDGET AND EXPENDITURES**

- 6.1.1 The Plan Budget shall be in sufficient detail as determined in the sole discretion of the City to provide a sound basis for the City to effectively monitor Contractor's performance under this Agreement. Contractor shall not be reimbursed for any expenditure without proof that each expenditure has been paid by Contractor except as otherwise provided in Section 6.2 of this Agreement.
- 6.1.2 Funds provided by the City to Contractor under this Agreement may be used only for staffing, education and outreach, general operations, research activities (including Subcontractor expenses), design and engineering expenses, and other reasonable and appropriate costs related to Contractor's services listed in the Implementation Plan and Budget. Any reimbursable expenditures incurred by Contractor shall be essential to the proper and efficient performance of those services required by this Agreement and shall fall within the prescribed limitations of this Section, the Operating Manual, and applicable laws, rules, and regulations governing this Agreement. Any other expenditures, including travel, meals, lodging, and entertainment costs, or any alcoholic beverages, will not be reimbursable under this Agreement and shall be borne solely by Contractor.
- 6.1.3 The City will not reimburse Contractor for, and Contractor shall not request reimbursement for, any expenditure that is ineligible under, this Agreement, the Plan Budget, the Operating Manual, the San Diego Municipal Code, and/or Council Policy 100-18.
- 6.1.4 Contractor shall not use the funds provided under this Agreement in its operations, directly or indirectly, during any period of federal, state, or local debarment, suspension, or ineligibility of Contractor, when Contractor has been noticed of such debarment, suspension, or ineligibility.

## 6.2 **ADVANCES**

- 6.2.1 At the written request of Contractor, the City may make an advance payment to Contractor in an amount not to exceed \$90,000 to meet the cost of salaries and operating expenses during the first eight weeks of Contractor's performance under this Agreement so long as the monies are being used for eligible expenditures under Article VI. Repayment of such an advance may be charged by the City against the last two months of submitted reimbursement requests. The City will, at its sole discretion, either require Contractor to return any unexpended funds from the advance payment to the City within thirty calendar days of the expiration date of this Agreement, or approve and execute a journal voucher (or other action) to transfer any unexpended funds from the advance to the next year's agreement with Contractor. However, in the event this Agreement is terminated at an earlier time, Contractor shall return to the City any unexpended funds from the advance payment upon the termination date of this Agreement.
- 6.2.2 At the written request of Contractor, the City may, on a monthly basis, provide

parking meter cards and/or deposit reload time (in dollars) onto Contractor's parking meter card reload time dispenser, with a total value not to exceed \$25,000 per month. Contractor acknowledges that any provision of parking meter cards, reload time (in dollars), and/or the proceeds from the sale of such cards and/or reload time is an advance to Contractor of funds under this Agreement, which Contractor shall only use to pay for eligible expenditures made in connection with this Agreement. The City shall, at its sole discretion, either require Contractor to return any unsold parking meter cards and/or reload time, as well as any unexpended proceeds from the sale of such cards and/or reload time to the City within thirty calendar days of the expiration date of this Agreement, or approve and execute a journal voucher (or other action) to transfer any unsold parking meter cards and/or reload time, as well as any unexpended proceeds from the sale of such cards and/or reload time to the next year's agreement with Contractor. However, in the event this Agreement is terminated at an earlier time, Contractor shall return to the City any unsold parking meter cards and/or reload time, as well as any unexpended proceeds from the sale of such cards and/or reload time within ten calendar days of the termination date of this Agreement.

6.3 **TOTAL PAYMENT.** The total payment to be paid to Contractor under this Agreement shall not, under any circumstances, exceed \_\_\_\_\_, as set forth in the Plan Budget. Any amount not expended under this Agreement, shall roll over to the next fiscal year allocation of funds, subject to the City Council's annual review and approval of community parking district implementation plans and authorization of further contracts to administer the District.

6.4 **ADDITIONAL FUNDING SOURCES.** If Contractor has received or does receive additional funding for the Plan from a source or sources other than the City, the use of which requires that Contractor make an accounting to, or be subject to, an audit by such other source, then Contractor shall charge Plan expenditures to the appropriate funding source at the time incurred. Any cost incurred in connection with the Plan that is properly chargeable to, and actually claimed for compensation or reimbursement under, a funding source other than the City, shall not be allowed as a chargeable cost under this Agreement.

6.5 **PAYMENT SCHEDULE**

6.5.1 In the event Contractor accrues cash advances and/or proceeds from the sale of parking meter cards and/or reload time (in dollars) in an amount that exceeds \$100,000, Contractor shall present a check to the City for the amount that exceeds \$100,000.

6.5.2 Contractor shall not accrue parking meter cards, reload time (in dollars) or any combination thereof, in an amount that exceeds \$30,000.

6.5.3 Contractor shall request reimbursement from the City no more than once per month during the term of this Agreement.

6.5.4 Contractor shall, by the twenty-fifth day of each month, submit to the City a

report detailing all of Contractor's expenses and which of those expenses, in part or in full, are properly chargeable costs under this Agreement. Additionally, the report shall identify all of Contractor's activities and income. Contractor shall document chargeable expenses by providing copies of all supporting receipts, invoices, checks, payroll statements, bank statements, and other records for services performed, as described in the Operating Manual. Contractor shall ensure that each report states: "Contractor certifies that staff time expended and expenses submitted are for services performed in accordance with the provisions of Contractor's Community Parking District Agreement with the City," and that the report is signed by an officer of Contractor.

- 6.5.5 Any expenditure contained in the report documenting activities, income, and expenditures described in the preceding subsection that is not consistent with the Plan Budget, or is not supported with proper documentation as described herein, shall be considered an ineligible expenditure.
- 6.5.6 Within thirty calendar days of the City's receipt of a properly completed Reimbursement Request from Contractor, the City shall verify the eligibility of each expenditure described in the Reimbursement Request, and reimburse Contractor for all eligible expenditures, less those eligible expenditures already paid for by Contractor with the proceeds from the sale of parking meter cards and/or reload time, and less any expenditures deemed ineligible by the City but already paid for by Contractor with such proceeds.
- 6.5.7 Notwithstanding the "Advance" section herein, the City shall withhold the final payment to Contractor until Contractor has accounted for the cash advance, parking meter cards, reload time (in dollars), proceeds from the sale of such cards and reload time, as well as all expenditures made by Contractor in connection with this Agreement, and Contractor has submitted to the City a Final Report (and any other reports requested by the City) summarizing the services performed by Contractor pursuant to this Agreement.
- 6.5.8 Contractor shall submit to the City any and all requests for reimbursement including, but not limited to, any documentation substantiating this request no later than thirty (30) days from the expiration or termination of this Agreement, whichever is sooner unless otherwise approved in writing by the City's designated representative. Contractor completely waives any and all rights to submit any further documentation of expenditures and to receive any reimbursement for any submissions of documentation beyond this time period.

## 6.6 **DIRECT PAYMENTS**

- 6.6.1 The City may, at its sole discretion, make payments from Contractor's Community Parking District Revenue Fund [CPD Revenue Fund] on behalf of Contractor for expenses to facilitate eligible capital improvement projects.

6.6.2 The City may, at the written request of Contractor, execute an interfund transfer (or other action) to effect payment from Contractor's CPD Revenue Fund to another City fund for eligible expenses, such as the purchase of parking meter cards and refill time.

6.6.3 The City may, at the written request of Contractor, make a direct payment from Contractor's CPD Revenue Fund to a Subcontractor for eligible expenses, provided:

- a) the amount of the direct payment exceeds fifty percent of Contractor's outstanding advance; and
- b) the subcontract, furnished to the City, complies with the requirements set forth in Article XIV below.

6.7 **PLAN REVENUE.** It is anticipated that some of Contractor's services (including capital improvement projects) may generate substantial Plan Revenue. Subject to the prior written approval of the City and/or City Council and the provisions stated herein as set forth in Section 16.9, Contractor may retain and use Plan Revenue for the following purposes:

- a) to repay any debt incurred and/or secured by the specific project that generates the revenue;
- b) to pay for operational costs of the project;
- c) to pay for maintenance costs of the project; and/or
- d) to pay for any of the foregoing purposes for other services (including capital improvement projects) that are included in Contractor's Scope of Services and Plan Budget.

Contractor shall account for Plan Revenue separately. Documentation of all transactions using Plan Revenue shall be included in the monthly reports and the annual audit.

6.8 **BUDGET ADJUSTMENTS.** Contractor shall have authority to adjust the line items of its Plan Budget by up to five percent per line without securing prior City approval. Any Plan Budget adjustment greater than five percent shall be considered an Amendment to this Agreement and requires City approval, as provided in Section 16.9 below.

## **ARTICLE VII - SUSPENSION AND TERMINATION**

### **7.1 SUSPENSION OR DISALLOWANCE OF PAYMENTS**

7.1.1 Other provisions of this Agreement notwithstanding, if Contractor fails to comply with any term or condition of this Agreement, the City's remedies include, but are

not limited to, each of the following:

- a) suspending one or more payments to Contractor, pending correction of the activity or action not in compliance; and/or
- b) disallowing funds for all or part of the cost of the activity or action not in compliance.

7.1.2 If the City notifies Contractor that the City has suspended payments or disallowed funds, Contractor shall not expend any funds related to, or connected with, any area of controversy or conflict that resulted in the suspension or disallowance of funding.

## 7.2 **TERMINATION FOR CONVENIENCE**

7.2.1 Notwithstanding the Term of this Agreement, City or Contractor may terminate this Agreement for any reason at any time during the term of this Agreement upon sixty calendar days written notice of the termination to the other party delivered in accordance with the notice provision set forth in Section 17.6.

7.2.2 In the event this Agreement is terminated pursuant to Section 7.2, Contractor shall deliver to the City all books, data, records, work product, leases, and agreements prepared and/or completed directly in connection with, or related to, Contractor's performance under this Agreement, as well as any unexpended funds from the advance payment, any unsold parking meter cards and/or reload time (in dollars), any unexpended proceeds from the sale of such cards and/or reload time, any accounts receivable attributable to the use of any funds provided under this Agreement, any vehicles and/or equipment, and any other assets of the District, upon the termination date of this Agreement.

## 7.3 **TERMINATION FOR CURABLE DEFAULT**

7.3.1 Except as provided in Section 7.4.1, the City, at its sole discretion, may terminate this Agreement upon thirty calendar days written notice to Contractor delivered in accordance with the notice provision set forth in Section 17.6, if Contractor fails to comply with (i.e., defaults on) any term or condition of this Agreement. In addition, it shall be considered a curable default if Contractor, or any of its officers or directors, becomes subject to any circumstances with respect to the performance of Contractor's obligations and/or duties under this Agreement that materially and adversely affects the ability of Contractor to perform its obligations and/or duties under this Agreement. The written notice shall include a description of Contractor's default. If Contractor fails to cure the default within thirty calendar days of the date Contractor receives the written notice, the City may immediately terminate this Agreement.

7.3.2 The City reserves the right to suspend one or more payments to Contractor during the thirty calendar day notice period described in this section.

7.3.3 In the event this Agreement is terminated pursuant to this Section, Contractor shall deliver to the City all books, data, records, work product, leases, and agreements prepared and/or completed directly in connection with, or related to, Contractor's performance under this Agreement, as well as any unexpended funds from the advance payment, any unsold parking meter cards and/or reload time (in dollars), any unexpended proceeds from the sale of such cards and/or reload time, any accounts receivable attributable to the use of any funds provided under this Agreement, any vehicles and/or equipment, and any other assets of the District, upon the termination date of this Agreement.

#### 7.4 **TERMINATION FOR INCURABLE DEFAULT**

7.4.1 The City, at its sole discretion, may immediately terminate this Agreement upon written notice to Contractor delivered in accordance with the notice provisions herein if:

- a) Contractor knowingly makes material misrepresentations or omissions, or egregious material misrepresentations or omissions regardless of intent as it relates to information furnished to the City pursuant to this Agreement;
- b) Contractor, or any of its officers or directors, engages in conduct that results in Contractor, or any of its officers or directors, being convicted of a felony that materially and adversely affects the ability of Contractor to perform any of its obligations under this Agreement;
- c) Contractor violates any term or condition of this Agreement for which immediate termination is authorized;
- d) Contractor misappropriates any funds under this Agreement (or any prior agreement with the City);
- f) Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors; and/or
- g) Contractor is unable or unwilling to comply with any additional terms or conditions concerning the Program that may be required by newly enacted (or amended) federal, state, and/or local laws, rules, regulations, and/or other directives.

7.4.2 In the event this Agreement is terminated pursuant to Section 7.4, Contractor shall deliver to the City all books, data, records, work product, leases, and agreements prepared and/or completed directly in connection with, or related to, Contractor's performance under this Agreement, as well as any unexpended funds from the advance payment, any unsold parking meter cards and/or reload time (in dollars), any unexpended proceeds from the sale of such cards and/or reload time, any accounts receivable attributable to the use of any funds provided under this

Agreement, any vehicles and/or equipment, and any other assets of the District, upon the termination date of this Agreement.

**7.5 CONTINUING RESPONSIBILITIES.** If this Agreement is terminated:

- a) Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's performance of its obligations and duties under this Agreement. For services rendered in completing the work, Contractor shall be entitled to fair and reasonable compensation for the services performed by Contractor before the effective date of termination.
- b) Contractor, by accepting payment for completion, discharges City of all City's payment obligations and liabilities under this Agreement.
- c) Contractor shall deliver to the City the originals of all documents set forth in Article X within thirty calendar days of the termination date of this Agreement. Contractor shall retain copies of all records for the storage period specified in Section 10.4.

**7.6 RIGHTS AND REMEDIES.** The City's termination of this Agreement shall terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of the City enumerated in this Article are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement; nor does this Article otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against Contractor.

**7.7 NO SUBSEQUENT AGREEMENT.** In the event this Agreement expires and City elects not to enter into a subsequent agreement with Contractor for the management of the District for the following fiscal year, Contractor shall deliver to the City:

- a) all books, data, records, work product, leases, and agreements prepared and/or completed directly in connection with, or related to, Contractor's performance under this Agreement, as well as any unexpended funds from the advance payment, any unsold parking meter cards and/or reload time (in dollars), any unexpended proceeds from the sale of such cards and/or reload time, any accounts receivable attributable to the use of any funds provided under this Agreement, any vehicles and/or equipment, and any other assets of the District, upon the termination date of this Agreement; and
- b) the Annual Report, in accordance with Contractor's specific obligations enumerated herein.

**ARTICLE VIII - INSURANCE**

**8.1 PREREQUISITES TO COMMENCEMENT OF WORK.**

8.1.1 Prior to the execution of this Agreement by the Parties, and prior to Contractor's performance of its obligations and/or duties under the Scope of Services (Exhibit A), Contractor shall complete each of the following:

- (a) comply with Section 8.2 below regarding insurance companies; and
- (b) obtain all insurance required in Sections 8.3, 8.4, and 8.5 below, and confirm that all insurance policies contain the specific provisions required in those sections.

8.1.2 Contractor shall not allow any Subcontractor to commence work on a subcontract in connection with this Agreement, unless and until all insurance required of the Subcontractor (as described in Sections 8.3, 8.4, 8.5, and 14.4 below) has been obtained.

**8.2 INSURANCE COMPANIES.** All insurance required in Sections 8.3, 8.4, and 8.5 below shall be carried only by insurers that have been rated "A-, VI," or better, by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted "surplus lines" carriers, only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers.

**8.3 COMMERCIAL GENERAL LIABILITY INSURANCE.**

8.3.1 At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage with limits in the amount of at least \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.

8.3.2 The policy shall expressly provide that:

- (a) all defense costs shall be outside the limits of the policy; and
- (b) the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.

8.3.3 The policy shall be endorsed to expressly provide that:

- (a) the City of San Diego, its elected officials, officers, agents, employees, and representatives are named as additional insureds; and
- (b) the policy is primary and non-contributory to any insurance that may be

carried by the City.

8.3.4 There shall be no endorsement or modification of the policy limiting the scope of coverage for insured versus insured claims, or for contractual liability.

**8.4 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.**

8.4.1 At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Commercial Automobile Liability Insurance for all of Contractor's automobiles (including owned, hired, and non-owned automobiles), written on an ISO form CA 00 01 12 90 or a later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury and property damage, for a combined single limit of at least \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").

8.4.2 The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.

8.4.3 The policy shall be endorsed to expressly provide that the City of San Diego, its elected officials, officers, agents, employees, and representatives are named as additional insurers.

**8.5 WORKERS' COMPENSATION INSURANCE.**

8.5.1 At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Workers' Compensation Insurance for all of Contractor's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.

8.5.2 The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.

8.5.3 The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against the City of San Diego, its elected officials, officers, agents, employees, and representatives.

8.6 **CERTIFICATES.** Upon the effective date of this Agreement (as defined in Section 3.1 above), Contractor shall provide to the City insurance certificates evidencing the insurance required in Sections 8.3, 8.4, and 8.5 above.

8.7 **ENDORSEMENTS.** Within fifteen calendar days of the effective date of this Agreement (as defined in Section 3.1 above), Contractor shall provide to the City the endorsements required under Sections 8.3.3, 8.4.3, and 8.5.3 above. Contractor shall ensure that all such endorsements are in full force and effect throughout the term of this Agreement.

Failure of the Contractor to fully comply with this Section shall authorize the City to take action under Article VII of this Agreement it deems appropriate.

- 8.8 **CITY'S RIGHT TO REQUEST AND REVIEW CONTRACTOR'S INSURANCE POLICIES.** The City reserves its right to request, and Contractor shall immediately submit to the City upon the City's request, copies of any policy required in Sections 8.3, 8.4, and 8.5 above, and its right to review, at any time, Contractor's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are sufficient, given the level of risk associated with the services described in Exhibit B. If the City determines that any such insurance coverage, limits, deductibles, and/or self-insured retentions is insufficient, the City and Contractor shall amend this Agreement to increase such insurance coverage, limits, deductibles, and/or self-insured retentions to a sufficient level, as determined by the City, and Contractor shall comply with any such amendment.
- 8.9 **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** All deductibles and self-insured retentions on any policy shall be the responsibility of Contractor, and shall be disclosed on the insurance certificates and acceptable to the City at the time the required evidence of insurance is provided to the City.
- 8.10 **CONTRACTOR'S LIABILITY NOT LIMITED TO INSURANCE COVERAGE.** Contractor's liability, including, but not limited to, Contractor's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required in this Article.
- 8.11 **MODIFICATIONS AFFECTING CITY'S EXPOSURE TO LOSS.** Contractor shall not modify any policy (or endorsement thereto), which increases the City's exposure to loss for the duration of this Agreement.
- 8.12 **ADDITIONAL INSURANCE.** Contractor may obtain additional insurance not required by this Agreement.
- 8.13 **EXPIRATION OF POLICIES.** Upon the expiration date of each insurance policy required in Sections 8.3, 8.4, and 8.5 above, Contractor shall provide to the City an insurance certificate showing that a new or extended policy has been obtained which meets the requirements of this Agreement. Contractor shall provide to the City all required endorsements for the new or extended policies within fifteen calendar days of the expiration date of each expiring insurance policy.
- 8.14 **REQUIREMENT TO MAINTAIN INSURANCE.** Any failure by Contractor to maintain the insurance required in Sections 8.3, 8.4, and 8.5 (above) throughout the term of this Agreement, or to provide the City evidence of such insurance coverage as required under this Agreement, shall constitute a material breach of this Agreement and shall be grounds for immediate termination.

## **ARTICLE IX - INDEMNIFICATION**

- 9.1 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Contractor shall defend, indemnify, protect, and hold harmless the City, its elected officials, departments,

officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including, without limitation, injury to Contractor's officers, employees, invitees, guests, agents, and/or Subcontractors, which arise from, or are in any manner directly or indirectly connected with, or are caused, or claimed to be caused, by this Agreement, or by the acts or omissions of Contractor, its officers, employees, representatives, agents, and/or Subcontractors in performing the work or services required whether or not such work or services are authorized herein, and all expenses of investigating and defending against same, including, without limitation, attorney's fees and costs. Contractor's obligations under this section shall not include any claims or liability arising from the established sole negligence or willful misconduct of City, its elected officials, departments, officers, employees, representatives, and/or agents. City may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If the City elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Contractor shall pay City for all costs related thereto, including, without limitation, attorney's fees and costs.

- 9.2 **ENFORCEMENT COSTS.** Contractor shall pay the City any and all costs City incurs enforcing the indemnity and defense provisions set forth in this Article or any matter in this Agreement.

## **ARTICLE X - DATA AND RECORDS**

- 10.1 **GENERAL.** Contractor shall maintain, and require its Subcontractors to maintain, all administrative and financial records required in connection with the Plan (including, but not limited to, all books, accounting records, invoices, receipts, payroll records, personnel records, and any other data and/or records pertaining to all matters covered in this Agreement or required by the Operating Manual) during the term of this Agreement.
- 10.2 **ACCOUNTING RECORDS.** Contractor shall maintain, and require its Subcontractors to maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Practices [GAAP] in the industry. Within thirty calendar days of any written request by the City for such records, Contractor shall make available to the City, for review and audit, all Plan-related accounting records, documents, and any other financial data and records. Upon the City's request, Contractor shall submit exact duplicates of the originals for all requested records to the City.
- 10.3 **INSPECTION AND PHOTOCOPYING.** Within one business day written notice by the City and as often as the City deems necessary, Contractor shall permit, and require its Subcontractors to permit, the City, or its authorized agents, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Contractor), all books, accounting records, invoices, receipts, payroll records, personnel records, and any other Plan-related data and records pertaining to all matters covered in this Agreement, for the purposes of auditing, monitoring, and/or evaluating Contractor's performance of its obligations and/or duties under this Agreement. The City may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the City in its

sole discretion. The City will keep all copies of Contractor's data and records in the strictest confidence required by law.

- 10.4 **STORAGE PERIOD.** Contractor shall store, and require its Subcontractors to store, all Plan-related data and records for a period of not less than five years from the expiration date of this Agreement. All such data and records shall be kept at Contractor's (or relevant Subcontractor's) regular place of business. At any time during the storage period, Contractor shall permit, and require each of its Subcontractors to permit, the City, or its authorized agents, to examine all such data and records, for the purposes described in Sections 10.2 and 10.3 above. After the storage period has expired, or all audit findings have been resolved, whichever is later, Contractor shall provide the City with thirty calendar days written notice of its intent to dispose of any Plan-related data and/or records.
- 10.5 **ORIGINAL DOCUMENTS.** Notwithstanding the foregoing, upon the expiration or termination of this Agreement, the City may request that Contractor deliver, and Contractor shall deliver, within fifteen calendar days of any such request by the City, the originals of all such data and records to the City. Contractor may retain copies of all data and records delivered to the City.
- 10.6 **OWNERSHIP OF DOCUMENTS.** Once Contractor has received any reimbursement from the City for Contractor's performance of its obligations and/or duties under this Agreement, all data and records (including, but not limited to, all documents prepared and/or work product completed directly in connection with, or related to, Contractor's performance under this Agreement) shall be the property of the City. The City's ownership of such documents includes the use, reproduction, and/or reuse of such documents, as well as all incidental rights, whether or not the work for which the documents were prepared has been performed. This Section shall apply whether the Agreement is terminated by the completion of the Plan, the expiration of this Agreement, or upon termination of this Agreement, if earlier, in accordance with the terms of this Agreement.
- 10.7 **DUPLICATES OF DOCUMENTS.** Upon any request by the City for any documents set forth in Section 10.1, Contractor shall submit, and require its Subcontractors to submit, exact duplicates of the originals of the requested Project Records to the requesting party for the purposes described in Section 10.3 above.

## **ARTICLE XI - AUDITS; FINANCIAL DISCLOSURES; OTHER REPORTS**

- 11.1 **AUDITS.** Contractor shall ensure that Annual Single Audits and Financial Statement Audits are completed by a Certified Public Accountant. Individual projects funded by the City shall be clearly identified in the audit reports, as well as the dollar amount allocated to the Plan by the City.
- 11.1.1 In accordance with the Single Audit Act of 1984 (PL 98-502) pertaining to recipients of federal funds, Contractors expending \$500,000 or more (or the

current federal threshold) in total federal funding from all sources in a year, shall have an Annual Single Audit conducted in accordance with Federal OMB Circular Nos. A-110 and A-133. Contractor shall ensure that Single Audits are completed within 180 calendar days of the expiration date of this Agreement. Contractors completing audits by calendar year (rather than fiscal year) shall ensure that Single Audits are completed within 180 calendar days of December 31st. Contractor shall provide the City with a copy of the Single Audit within fifteen calendar days of Contractor's receipt of the audit.

11.1.2 Contractors receiving \$75,000 or more in federal, state, and/or City funds shall have Financial Statement Audits prepared in accordance with GAAP and audited by an independent Certified Public Accountant, in accordance with Generally Accepted Auditing Standards [GAAS]. This audit shall include the following statements:

- a) a statement of expenditure of City funds by program, to be identified in the same expenditure classifications as contained in the final budget and compared with the budgeted amounts;
- b) a statement of revenues and expenditures, and a balance sheet of all funds received by Contractor; and
- c) a statement certifying compliance with all terms and conditions of the City's contract with Contractor, and that all required reports and disclosures have been submitted, completed by an executive officer of Contractor.

Contractor shall provide the City a copy of the Financial Statement Audit within 150 calendar days of the end of Contractor's last complete fiscal year. Extensions of up to thirty calendar days to this deadline may be granted by the City, upon written request by Contractor.

11.1.3 If Contractor is subject to an audit from a source other than the City, Contractor shall provide a copy of the audit to the City within thirty calendar days of completion of the audit. The City, at its sole discretion, may conduct an annual review of any such third party audit(s).

11.2 **FINANCIAL DISCLOSURES.** Contractors receiving \$10,000 or more, but less than \$75,000, in federal, state, and/or City funds shall provide the City copies of true, accurate, and complete financial disclosure documentation, evidencing the financial status of Contractor's last complete fiscal year. Specifically, Contractor shall submit the following:

- a) a statement of expenditure of City funds by program, to be identified in the same expenditure classifications as contained in the final budget and

compared with the budgeted amounts; and

- b) a statement of revenues and expenditures, and a balance sheet of all funds received by Contractor.

Contractor shall provide the City these documents within ninety calendar days of the end of Contractor's last complete fiscal year. Extensions of up to thirty calendar days to this deadline to produce these documents may be granted by the City, upon written request by Contractor.

### 11.3 **OTHER REPORTS**

11.3.1 Contractors receiving less than \$10,000 in federal, state, and/or City funds shall provide a report of how the funds were used during the contract period. Contractor shall provide the City with a copy of this report within thirty calendar days of the expiration date of this Agreement. If Contractor is also in receipt of an Annual Single Audit or Financial Statement Audit, Contractor shall submit a copy of such audit to the City within fifteen calendar days of Contractor's receipt of the audit.

11.3.2 During the annual budget process each fiscal year, Contractor shall submit to the City a report describing Contractor's accomplishments for the fiscal year to date, a narrative of proposed activities for the coming fiscal year, as well as a proposed budget and personnel schedule of Contractor's job classifications (identifying salaries and all benefits). Contractor shall provide the City written notice of any changes in Contractor's board (i.e., board of directors and/or advisory board to the district).

11.3.3 Contractor shall prepare an Annual Report, summarizing Contractor's goals, accomplishments, and expenditures for Fiscal Year 2011. The report shall be delivered to the City by November 30, 2011.

## **ARTICLE XII - CONFLICTS OF INTEREST**

12.1 Contractor shall comply with all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, each of the following:

- a) California Government Code sections 1090 et. seq., and 81000 et. seq.;
- b) California Corporations Code sections 7230 – 7238 (applicable to nonprofit mutual benefit corporations) and sections 5230 – 5240 (applicable to nonprofit public benefit corporations);
- c) The City's Ethics Ordinance, codified in San Diego Municipal Code sections 27.3501 –

27.3595; and

- d) The “CONFLICT OF INTEREST AND PROCUREMENT POLICY FOR NON-PROFIT CORPORATIONS CONTRACTING WITH THE CITY OF SAN DIEGO”, attached hereto as Exhibit A.
- 12.2 The Parties are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. If such a financial and/or economic interest is determined to exist, the City will promptly terminate this Agreement by giving written notice thereof.
- 12.3 If, in performing its obligations and duties set forth in this Agreement, Contractor makes, or participates in, a “governmental decision,” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same (or substantially all the same) duties for the City that would otherwise be performed by a City employee holding a position specified in the City’s conflict of interest regulations, Contractor shall be subject to the City’s conflict of interest regulations, requiring the completion of one or more statements of economic interests, disclosing Contractor's relevant financial interests.
- 12.4 If required, statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. Contractor shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that Contractor is subject to the City’s conflict of interest regulations. Contractor shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which Contractor was subject to the City’s conflict of interest regulations.
- 12.5 If the City requires Contractor to file a statement of economic interests as a result of Contractor’s performance of its obligations and/or duties under this Agreement, Contractor shall be considered a “City Official,” subject to the provisions of the City’s Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.
- 12.6 Contractor shall establish, and make known to its agents and employees, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, and/or other relationships.
- 12.7 Contractor's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any Subcontractor or potential Subcontractor. Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

- 12.8 If Contractor violates any conflict of interest law, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies set forth in Exhibit A. Further, any such violation shall subject Contractor to liability to the City for attorney's fees and all damages sustained as a result of the violation

**ARTICLE XIII - INFORMAL DISPUTE RESOLUTION;  
ATTORNEY'S FEES; MANDATORY ASSISTANCE**

- 13.1 **INFORMAL DISPUTE RESOLUTION.** If the City and Contractor have any dispute as to their respective rights, obligations, and/or duties under this Agreement, or the meaning or interpretation of any provision contained herein, they shall first attempt to resolve such dispute by informal discussion between their respective representatives. Within five calendar days of determining the existence of any such dispute, the party determining there is such dispute shall give written notice to the other party of the existence of the dispute and the need to meet informally to resolve such dispute. The Parties shall endeavor thereafter to meet within five calendar days of the second party's receipt of such notice, or at such time thereafter as is reasonable under the circumstances.

- 13.2 [Reserved].

13.3 **MANDATORY ASSISTANCE**

13.3.1 If a third party dispute or litigation, or both, arises out of, or relates in any way to, the Services provided under this Agreement, upon the City's request, Contractor, its agents, officers, and employees shall assist the City in resolving the dispute or litigation. Contractor's assistance to the City, hereinafter referred to as "Mandatory Assistance," includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials, and/or any event related to the dispute resolution and/or litigation.

13.3.2 The City will reimburse Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and/or employees, Contractor shall reimburse the City for all fees paid to Contractor, its agents, officers, and/or employees for Mandatory Assistance.

13.3.3 In providing the City with Mandatory Assistance, Contractor, its agents, officers, and/or employees may incur expenses and/or costs. Any attorney's fees Contractor may incur as a result of providing Mandatory Assistance are not reimbursable.

**ARTICLE XIV - SUBCONTRACTORS**

- 14.1 On or before the date this Agreement is executed by the Parties, Contractor shall provide the City with each of the following:

- a) a completed Subcontractors List (which City will forward to EOCP), listing the names and contact information of all Subcontractors it has hired or retained, or intends to hire or retain, in connection with this Agreement; and
- b) a copy of all subcontracts entered into in connection with this Agreement, including the scope of work, along with a written statement describing the justification for the Subcontractor services, and an itemization of all costs for the Subcontractor services.

14.2 If, during the term of this Agreement, Contractor identifies a need for additional Subcontractor services, Contractor shall, within ten calendar days of the date of any subcontract for such services, provide the City with each of the following: a) a copy of the subcontract, including the scope of work and written statement justifying need for additional Subcontractor services; and b) an updated Subcontractors List.

14.3 Contractor shall procure the services of all Subcontractors in conformance with the procedures set forth in Exhibit A. Contractor shall maintain documentation of the process used to procure any such Subcontractor services, and shall provide a copy of all such documentation to the City within ten calendar days of any written request by the City.

14.4 **REQUIRED LANGUAGE.** Contractor shall ensure that all subcontracts entered into in connection with this Agreement contain the information described in Sections 10.1, 10.2, 10.3, 10.4, 10.7, 16.1, 16.2, 16.5, 16.6, 16.7, 16.10, 17.1, and 17.2 and provide as follows:

14.4.1 Subcontractor shall obtain all insurance coverage required in Article VIII of the City's Agreement with Contractor, and shall maintain, in full force and effect, such insurance coverage during any and all work performed in connection with the City's Agreement with Contractor. Subcontractor shall not begin work on a subcontract until all insurance required of the Subcontractor under this Section has been obtained.

14.4.2 In any dispute between Contractor and Subcontractor pertaining to the City's Agreement with Contractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. Contractor shall defend and indemnify the City (as described in Article IX of City's Agreement with Contractor) in any dispute between Contractor and Subcontractor, in the event that the City is made a party to any judicial or administrative proceeding to resolve the dispute.

14.5 **CONTRACT ACTIVITY REPORT.** Within ten calendar days of a written request by the City, Contractor shall provide the City:

- a) statistical information (as described in the City's Contract Activity Report), including the amount of subcontracting provided by firms during the period covered by the Contract Activity Report; and

b) an invoice from each Subcontractor listed in the Contract Activity Report.

14.6 **PROHIBITION ON USE OF CERTAIN SUBCONTRACTORS.** Contractor shall not employ, award any contract to, engage the services of, or fund any Subcontractor during any period of federal, state, or local debarment, suspension, or ineligibility of Subcontractor, when Contractor has been noticed of such debarment, suspension, or ineligibility.

#### **ARTICLE XV - ACKNOWLEDGMENT OF CITY; PRODUCT ENDORSEMENTS**

15.1 **ACKNOWLEDGMENT OF THE CITY IN CONTRACTOR'S DOCUMENTS.** Contractor shall acknowledge the City's financial support in all documents prepared pursuant to this Agreement and on Contractor's website, if any. Such acknowledgment shall be prominently displayed on all such documents and on Contractor's website. When any such document and/or website expresses an opinion regarding a matter of public policy, the acknowledgment shall note that the opinion(s) stated in the document and/or website do not necessarily reflect the policy of the City of San Diego.

15.2 **PRODUCT ENDORSEMENTS.** Contractor shall comply with the provisions of City Administrative Regulation 95.65 regarding product endorsements. Contractor shall not create any promotional material or writing that identifies or refers to the City as the user of a product or service, without obtaining the prior written approval of the City.

#### **ARTICLE XVI - CITY POLICY PROVISIONS**

16.1 **EQUAL EMPLOYMENT OPPORTUNITY.**

16.1.1 Contractor shall comply, and shall require its Subcontractors to comply, with the City's Equal Employment Opportunity [EEO] Outreach Program, codified in San Diego Municipal Code sections 22.2701 – 22.2707. Contractor and all of its Subcontractors are individually responsible for abiding by its contents.

16.1.2 Contractor shall comply, and shall require its Subcontractors to comply, with Title VII of the Civil Rights Act of 1964 (as amended by Executive Orders 11246, 11375, and 12086; as supplemented by 41 C.F.R. chapter 60), the California Fair Employment Practices Act, and any other applicable federal and state laws and/or regulations hereinafter enacted.

16.1.3 Contractor shall not discriminate, and shall require its Subcontractors not to discriminate, on the basis of race, gender, religion, national origin, sexual orientation, age, or disability, in performing any obligation or duty in connection with this Agreement, including, but not limited to, the provision of services, privileges, facilities, advantages, and accommodations.

16.1.4 Contractor, and its Subcontractors, shall provide equal opportunity in all employment practices.

- 16.1.5 Contractor shall submit to the City, a current Work Force Report, and if requested by the Equal Opportunity Contracting [EOC] staff, an Equal Employment Opportunity Plan, as required by San Diego Municipal Code section 22.2705.
- 16.1.6 Contractor understands that compliance with the EEO provisions shall be monitored and reviewed by the City's EOC staff.
- 16.1.7 Contractor acknowledges that its failure to comply with the above requirements, or its submittal of false information in response to these requirements, fully authorizes the City to take any of the following action: the withholding of reimbursement payments until Contractor complies with the above; immediate termination of this Agreement; debarment; and/or other sanctions, including suspension from participating in future City contracts (as a prime or Subcontractor) for a period of not less than one year. For additional or subsequent violations, the period of suspension may be extended for a period of up to three years. Failure to satisfy penalties imposed pursuant to this Section shall prohibit Contractor from participating in future City contracts, until all penalties have been satisfied.
- 16.1.8 Nothing in this Section shall be interpreted to hold Contractor liable for any discriminatory practice of its Subcontractors.

**16.2 NON-DISCRIMINATION IN CONTRACTING.**

- 16.2.1 Contractor shall comply, and shall require its Subcontractors to comply, with the City's Nondiscrimination in Contracting Ordinance, codified in San Diego Municipal Code sections 22.3501 – 22.3517.
- 16.2.2 Contractor shall not discriminate, and shall require its Subcontractors not to discriminate, on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability, in the solicitation, selection, hiring, or treatment of its employees, any applicants for employment, any Subcontractors, vendors, or suppliers.
- 16.2.3 Within sixty calendar days of a request by the City, Contractor shall provide the City a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor shall fully cooperate in any investigation conducted by the City, pursuant to the City's Nondiscrimination in Contracting Ordinance, referenced above.
- 16.2.4 Violation of any provision of Section 16.2 shall be considered a material breach of this Agreement, and may result in remedies being ordered against Contractor up to, and including, immediate termination of this Agreement,

debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance.

16.3 **LOCAL BUSINESS AND EMPLOYMENT.** Contractor acknowledges that City seeks to promote employment and business opportunities for local residents and firms in all City contracts. Contractor shall, to the extent legally possible, solicit applications for employment, and bids and proposals for contracts and subcontracts, for work associated with this Agreement from local residents and firms as opportunities arise. Contractor shall hire qualified local residents and firms whenever feasible.

16.4 **CITY EMPLOYEE PARTICIPATION POLICY.** Contractor shall be in default of this Agreement if Contractor employs an individual who, within the twelve months immediately preceding the employment, did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with this Agreement

16.5 **DRUG-FREE WORKPLACE.**

16.5.1 Contractor shall comply, and shall require its Subcontractors to comply, with the City's Drug-Free Workplace requirements, set forth in City Council Policy 100-17, as adopted by City Council Resolution R-277952. Contractor shall certify, and require its Subcontractors to certify, that it shall provide a drug-free workplace, by submitting to the City a "Contractor Certification for a Drug-Free Workplace" form. This certification shall be a condition precedent to this Agreement and shall be delivered to the City not later than fifteen calendar days of the date of execution of this Agreement by the City and approval by the City Attorney.

16.5.2 Contractor shall post in a prominent place at the Project site a statement setting forth its drug-free policy, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that shall be taken against employees for violating the prohibition.

16.5.3 Contractor shall establish a drug-free awareness program to inform employees about each of the following:

- (a) the dangers of drug abuse in the workplace;
- (b) the policy of maintaining a drug-free workplace;
- (c) the availability of drug counseling, rehabilitation, and employee assistance programs; and
- (d) the penalties that may be imposed upon employees for drug abuse violations.

- 16.5.4 Contractor shall ensure that all subcontracts in connection with this Agreement shall contain language that binds the Subcontractor to comply with the provisions of Section 16.5 of this Agreement, as required by City Council Policy 100-17.
- 16.5.5 Contractor, and its Subcontractors, shall be individually responsible for their own drug-free workplace program.
- 16.6 **DISABLED ACCESS COMPLIANCE.** Contractor shall comply and require its Subcontractors to comply at all times with the 1990 Americans with Disabilities Act (“ADA”) and Title 24 of the California Code of Regulations (commonly known as the “building code”) as defined in Section 18910 of the California Health and Safety Code and any other applicable federal, state, or local regulations hereafter enacted protecting the rights of people with disabilities.
- 16.7 **LIVING WAGE ORDINANCE.** Contractor may be required to comply, and require each of its Subcontractors to comply, with the provisions of the City’s Living Wage Ordinance, codified in San Diego Municipal Code [Code] sections 22.4201, et seq., in performing its obligations and/or duties under this Agreement. To the extent Contractor believes that it or its Subcontractors may be exempt from compliance pursuant to Code section 22.4215(b)(1), or any other exemption, Contractor may apply to City’s Living Wage Administrator for determination of exemption.
- 16.8 **OPERATING MANUAL.** Contractor acknowledges receipt of, and shall comply with, the Operating Manual, which is hereby incorporated in full and made a part of this Agreement by this reference, including, but not limited to, those provisions related to fiscal accountability, eligible and ineligible Plan expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions. If Contractor desires any change to the procedures set forth in the Operating Manual, Contractor shall request such change, in writing, and secure the City’s written approval before implementing any such change.
- 16.9 **CHANGES OR AMENDMENTS TO AGREEMENT.** Should circumstances require that any of the terms or conditions of this Agreement be changed or amended, such change or amendment shall be made in compliance with the current local code, council policy and regulations. If such change does not affect the total payment, the amendment may be made by written agreement signed by both parties. A change which affects total payment provided hereunder, shall be taken to City Council for authorization if at the time of the change the current threshold dollar amounts require City Council action. Otherwise, the change may be made by written agreement signed by both parties.
- 16.10 **STORM WATER POLLUTION PREVENTION.** Contractor shall comply, and require its Subcontractors to comply, with the City’s Storm Water Management and Discharge Control Ordinance, codified in San Diego Municipal Code sections 43.0301 et seq., in performing its obligations and/or duties under this Agreement.

## **ARTICLE XVII - GENERAL PROVISIONS**

- 17.1 **COMPLIANCE WITH LAW.** Contractor shall at all times, and require its Subcontractors to comply at all times with all applicable laws, statutes, ordinances, and regulations of City, county, state, and federal governments. Contractor shall comply with all notices issued by City under the authority of all current or future laws, statutes, ordinances, or regulations.
- 17.2 **NO POLITICAL ACTIVITY.** Contractor shall not use and require its Subcontractors not to use, any of the funds received pursuant to this Agreement, or any personnel or material paid for with funds pursuant to this agreement, for political activity. The term “political activity” shall mean a communication made to any electorate in support of, or in opposition to, a ballot measure or candidate in any federal, state or local government election.
- 17.3 **OPEN MEETINGS AND BROWN ACT COMPLIANCE.** The Contractor shall comply with the Ralph M. Brown Act, California Government Code section 54950 et. seq. An agenda containing the date, time, and location of the meeting, and a legally sufficient description of each item of business to be discussed or transacted, shall be posted in a place freely accessible to the public at least 72 hours prior to the meeting. The agenda shall also be sent to every member of the public requesting notification of the meetings, by facsimile, via the United States Postal Service, or electronic mail, at the time of the posting of the agenda.
- 17.4 **CALIFORNIA PUBLIC RECORDS ACT.** Contractor shall comply with the provisions of the California Public Records Act, codified in California Government Code sections 6250-6270, for all documents and records pertaining to all matters in connection with this Agreement.
- 17.5 **CONFIDENTIALITY OF INFORMATION.** Notwithstanding any other law or provision in this Agreement, all information provided by the City to Contractor in connection with this Agreement is for the sole use of Contractor. Contractor shall not release any such information to any third party, without the prior written consent of the City. This section does not apply to publicly known information or records which are subject to the Public Records Act.
- 17.6 **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and may be served personally or sent via the United States Postal Service, postage prepaid, or reliable overnight courier, addressed to the parties as follows:

If to City:

City of San Diego  
Attn: Economic Development Division  
1200 Third Avenue, Suite 1400  
San Diego, CA 92101

With a copy by First Class Mail to:

San Diego City Attorney  
Attn: Real Estate and Land Use Section  
1200 Third Avenue, Suite 1100

San Diego, California 92101

If to contractor:

University Heights Community  
Development Association  
4452 Park Blvd., Ste. 104  
San Diego, CA 92116-4039

Any party entitled or required to receive notice under this Agreement may by like notice designate a different address to which notices shall be sent. Notice shall be effective upon personal service or five (5) days after deposit with the United States Postal Service, or one business day after deposit with a reliable overnight courier.

- 17.7 **SEVERABILITY.** If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 17.8 **UNAVOIDABLE DELAY.** If the performance of any act required of City or Contractor is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform the act, the obligated party shall be excused from performing that act for the period equal to the period of the prevention or delay. If Contractor or City claims the existence of a delay, the party claiming the delay shall notify the other party in writing of the fact within ten (10) days after the beginning of the claimed delay.
- 17.9 **[Reserved]**
- 17.10 **NUMBER AND GENDER.** Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 17.11 **CAPTIONS.** The section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Agreement. The numbers of the paragraphs and pages of this Agreement may not be consecutive. The lack of consecutive numbers shall have no effect on the enforceability of this Agreement.
- 17.12 **ENTIRE UNDERSTANDING.** This Agreement and the Exhibits and references contain the entire understanding of the parties. City and Contractor, by signing this Agreement, agree that there is no other written or oral understanding between them with respect to the subject matter of this Agreement. All prior negotiations and agreements are merged into this Agreement. Each party has relied on its own advice from its own attorneys, and the terms, covenants, and conditions of the Agreement itself. Each party to this Agreement agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Agreement. The failure or refusal of any party to read the Agreement or other documents

and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such actions.

- 17.13 **DRAFTING AMBIGUITIES.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.
- 17.14 **MODIFICATIONS.** This Agreement shall not be modified, altered or amended unless the modification, alteration or amendment is in writing and signed by all parties to this Agreement. Any and all amendments to this Agreement require City Council approval, except as otherwise stated herein.
- 17.15 **TIME IS OF ESSENCE; PROVISIONS BINDING ON SUCCESSORS.** Time is of the essence of all of the terms, covenants, and conditions of this Agreement. Except as otherwise provided in this Agreement, all of the terms, covenants, and conditions of this Agreement shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.
- 17.16 **NO WAIVER.** No failure of either the City or Contractor to insist upon the strict performance by the other of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement, and each and every term, covenant, and condition, herein shall continue in full force and effect to any existing or subsequent breach.
- 17.17 **GOVERNING LAW.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 17.18 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17.19 **CONSENTS, APPROVALS.** Neither City nor Contractor may unreasonably withhold or unreasonably delay any consent or approval required by this Agreement.
- 17.20 **CITY'S CONSENT, DISCRETION.** Whenever required under this Agreement, City's consent or approval shall mean the written consent or approval of the San Diego City Manager, or his or her designee ("City Manager"), unless otherwise expressly provided, without need for further resolution by the City Council. City's discretionary acts hereunder shall be made in the City Manager's discretion, unless otherwise expressly provided. All references to "City Manager" herein shall be deemed to refer to the Mayor of San Diego or his or her designee for the duration City operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the City of San Diego City Charter.

- 17.21 **MUNICIPAL POWERS.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 17.22 **JURISDICTION AND VENUE.** The Parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State Court within the County of San Diego, State of California, for any dispute, claim, or matter arising out of, or related to, this Agreement, subject to the requirements of Article XIII above.
- 17.23 **SUCCESSORS IN INTEREST.** This Agreement, and all rights, obligations, and/or duties under this Agreement, shall be in full force and effect, whether or not any party to the Agreement has been succeeded by another entity, and all rights, obligations, and/or duties under this Agreement shall be vested and binding on any party's successor in interest.
- 17.24 **CONFLICTS BETWEEN TERMS.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, then the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.
- 17.25 **EXHIBITS INCORPORATED.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.
- 17.26 **SIGNING AUTHORITY.** 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 Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions 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, in good standing and qualified to do business in California.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution R-\_\_\_\_\_, authorizing such execution, and by Contractor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.      Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The City of San Diego

\_\_\_\_\_ Corporation

By \_\_\_\_\_  
Hildred Pepper, Jr.  
Director  
Purchasing & Contracting Department

By \_\_\_\_\_  
Name, Title

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JAN I. GOLDSMITH  
City Attorney

By \_\_\_\_\_  
Kenneth R. So  
Deputy City Attorney

## EXHIBIT A

### CONFLICT OF INTEREST AND PROCUREMENT POLICY FOR NONPROFIT CORPORATIONS CONTRACTING WITH THE CITY OF SAN DIEGO

#### Purpose

It is important for the City and its citizens to have confidence in the integrity of nonprofit corporations which contract with the City to provide services and administer programs, and which receive funding from or through the City. Officers, directors, members, committee members, staff and volunteers of these nonprofit organizations shall avoid taking actions that give the appearance of being motivated by private gain. The appearance of a conflict of interest is created by the selection, recommendation, or specification of a product, supplier, or subcontractor with whom the representative of the nonprofit has a direct or indirect financial, organizational or family interest or relationship. It is the intent of the City to incorporate this policy governing conflicts of interest and procurement of goods and services into the City's contracts with such associations, and to require compliance with this policy as a contract obligation.

This policy is not intended to supersede, negate or otherwise invalidate any statute, ordinance or policy, but is intended to supplement existing authorities governing these subjects. Associations receiving Community Development Block Grant (CDBG) funds, or other funds from the Department of Housing and Urban Development, are subject to federal authorities governing the receipt of those funds.

#### Contracts or Transactions Involving CDBG Funds

In the case of contracts or transactions involving CDBG funds, no employee, agent, officer or consultant to the organization who is involved in the decision making process or who has access to inside information may obtain a financial benefit from the contract or transaction, unless approval is obtained in writing from the Department of Housing and Urban Development.

#### Economic Disclosure

Upon request by the City, a director or voting member of a nonprofit corporation contracting with the City shall disclose information to the City about his or her financial interests and business affiliations which may be affected by decisions of the corporation related to the corporation's contract with the City.

#### Board Roster

All nonprofit corporations contracting with the City shall provide, within 30 days of execution of an agreement, a list of the names of all board members and their business affiliations. In the event that the board membership changes, the corporation shall provide the City with an updated list.

#### Procedures for Procurement of Goods and Services

All procurement of goods and services by nonprofit associations contracting with the City, which receive funding from or through the City, shall comply with the following standard:

1. Expenditures less than \$5000 from a single contractor in a 12 month period:

- No competitive procurement process is required.
2. Expenditures of between \$5000 and \$25,000 from a single contractor in a 12-month period:
- Obtain three written price proposals or demonstrate why three bids could not be obtained.
  - Present price proposal information to full board for approval of contract or transaction.
  - Record the action taken in the meeting minutes, and keep the written price proposals on file.
3. Expenditures of more than \$25,000 for goods and/or services from a single contractor in a 12 month period:
- Draft a Request for Proposals describing the services or goods required, and requesting information from prospective contractors regarding relevant qualifications and a price proposal.
  - Publish a notice of the intent to seek proposals for the goods or services in a newspaper or newspapers of general circulation in the City.
  - Screen all submitted proposals and prepare short list of finalists for consideration by the board for approval. Finalists for a contract or transaction involving expert or professional services shall be interviewed by a screening committee or by the board prior to a final selection being made.
  - Record action taken by the board in meeting minutes and keep the proposals received on file.
  - After board approval, execute a contract in writing with the subcontractor or vendor, and submit a copy of the contract to the City.

### Remedies

A violation of any provision of this policy shall be grounds for termination of the corporation's contract with the City. A contract or transaction entered into in violation of the conflict of interest and procurement provisions of this policy shall be void and unenforceable, and shall not entitle the corporation or the contractor to any reimbursement or payment for goods or services provided pursuant to the void contract.

FY2011

**EXHIBIT B**

**IMPLEMENTATION PLAN AND BUDGET**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
ECONOMIC DEVELOPMENT DIVISION  
COMMUNITY PARKING DISTRICT PROGRAM  
AND  
CENTRE CITY DEVELOPMENT CORPORATION, ACTING AS THE PARKING  
ADVISORY BOARD FOR THE DOWNTOWN COMMUNITY PARKING DISTRICT**

**Purpose**

The Council of the City of San Diego [Council] by Resolution R-288408 adopted on March 4, 1997, established City Council Policy 100-18, the Parking Meter Revenue Allocation and Expenditure Policy [Policy]; and

The Council, by Resolution R-299836 adopted on November 15, 2004, amended City Council Policy 100-18 and changed Parking Meter Districts to Community Parking Districts among other updates; and

Under this Policy, a Program was established to allocate a percentage of the total parking meter revenues generated by the City of San Diego to designated Community Parking Districts to address parking and parking-related improvements in those areas; and

The Council, by Resolution R-289521 adopted on December 2, 1997, designated the Centre City Development Corporation (CCDC) as the advisory board for the District 1 (Downtown) Parking Meter District [Downtown CPD] and allocated parking meter funds from FY 1997 through FY 2002 to Downtown CPD; and

The Council, by Resolution R-289520 adopted December 2, 1997, approved the extension of the allocation of 45 percent of Parking Meter Revenues to Parking Meter District Fund No. 70302 (now Fund 200489), subject to the City Council's annual appropriation, for a period of twenty-five years beyond Fiscal Year 2001 to facilitate bond financing for the development of public parking facilities; and

The Council, by Resolution R-298940 adopted March 8, 2004, approved the extension of the allocation of 45 percent of Parking Meter Revenues to Parking Meter District Fund No. 70302 (now Fund 200489), subject to the City Council's annual appropriation, for a period of twenty-five years beyond Fiscal Year 2004, with future allocations to each Community Parking District determined by the parking revenues derived in each District, to ensure the long term implementation of plans to address parking and parking related improvements in those areas; and

The Centre City Development Corporation, operating as the Downtown Community Parking District Advisory Board, prepared an updated Comprehensive Downtown Parking Plan [Comprehensive Plan] which was approved by Council on October 6, 2009; and

Centre City Development Corporation, operating as the Downtown Community Parking District Advisory Board, prepared an annual Implementation Plan for the Downtown CPD for FY2011 which incorporates recommendations from the Comprehensive Plan and which is on file in the Office of the City Clerk as Document No. RR-\_\_\_\_\_

Therefore, as part of the City Of San Diego's Economic Development Division's management of the Community Parking District (CPD) Program, a Memorandum of Understanding [MOU] is hereby executed between the Economic Development Division Community Parking District

Program staff and Centre City Development Corporation, acting as the Parking Advisory Board for the Downtown Community Parking District.

The intent of this MOU is to ensure sufficient administrative systems are developed and maintained for all CPD funds utilized by CCDC. Its purpose is to form a working relationship between the CPD Program staff and CCDC staff.

This MOU sets out the responsibilities of all parties and identifies the work to be performed by CCDC staff and the CPD Program staff.

## **I. Responsibilities**

A general list of responsibilities follows:

### **CCDC RESPONSIBILITIES**

1. To implement the approved activities and improvements as approved by City Council in the FY2011 Implementation Plan and Budget.
2. Manage CPD funds and provide expenditure reports to City staff quarterly.
3. Report year-end CPD project accomplishments (performance measurements) and total expenditure amounts.
4. Provide staff support to the Downtown Parking Management Group (DPMG) and formulate operating rules for the functioning of the group.
5. Monitor and analyze parking meter utilization and provide such information to the DPMG to facilitate recommendations on parking matters such as varying rates, times, and hours of operation, and location of meters.
6. Maintain inventory of street parking information and provide such information to the DPMG to facilitate recommendations on parking matters, including but not limited to, striping of curbs and associated rates, times, and hours of operation; pedicab-related locations; location of bike racks; and any other parking matters permitted by Council Policy 100-18 (Community Parking Districts).
7. Management of the Parking Structures and debt servicing provided for in current and previous Implementation Plans and Budgets and City Council resolutions.
8. ....(other provisions as appropriate)

### **CPD PROGRAM RESPONSIBILITIES**

1. Provide parking meter information or access to parking meter information to CCDC staff to facilitate analysis and recommendations concerning parking meter utilization.
2. Assistance, as needed, with management of CPD funds in OneSD accounting system, and approval of transactions, orders, or authorizing access to business centers, required under the approved Implementation Plan and Budget.
3. Provide training on any forms or reports required to be submitted to the CPD Program, as needed.
4. Provide technical assistance to the designated section's contact persons as needed to clarify CPD requirements.
5. Provide revenue projections and year end meter revenue reconciliation reports, annually.
6. Conduct monitoring reviews on the CPD funds expended by CCDC.

7. Verify and resolve programmatic issues, as needed.
8. ....(other provisions as appropriate)

**II. Budget**

Total funds which may be utilized by CCDC for the CPD program under this MOU shall not exceed \$3.125 million as shown in Exhibit A except that the contingency funds of \$900,000 may be used for purchase of new meter or new meter mechanisms with the approval of CCDC through a mid-year revision to the CCDC FY2010-2011 Budget.

**VI. Record Keeping**

CCDC will establish and maintain records related to CPD activities and improvements for a period of not less than 5 years after submission of the annual report for the contract period, or until all audit findings have been resolved, whichever is longer.

**VII. Term of Memorandum of Understanding**

This MOU shall be effective from July 1, 2010 through June 30, 2011. Upon written concurrence by both parties, this MOU may be extended an additional 90 days.

ECONOMIC DEVELOPMENT DIVISION      CENTRE CITY DEVELOPMENT CORPORATION  
acting as the Parking Advisory Board for the  
Downtown Community Parking District.

By: \_\_\_\_\_  
Beth Murray  
Economic Development Deputy Director

By: \_\_\_\_\_  
(Name)  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Implementation Plan and Budget  
(6 pages)**

DRAFT