

COUNCIL ACTION
EXECUTIVE SUMMARY
FOR
PUBLIC SAFETY AND NEIGHBORHOOD SERVICES COMMITTEE
MEETING OF July 27, 2011

DATE ISSUED: July 6, 2011
ATTENTION: City Council President and City Council
ORIGINATING DEPARTMENT: City Planning & Community Investment
SUBJECT: FY 2012 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 2012 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 FY2011 funds for FY2012: \$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 FY2011 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 2011 agreement expenditures incurred not already deducted from these Funds, and as increased or reduced to reflect actual parking meter revenues collected in FY 2011, to augment the FY2012 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 2012.
- 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 FY2012.

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 FY2012 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. The City contracted with Turpin McLaughlin Communications to facilitate a community process to identify issues and develop recommendations to address those issues. A series of meetings and community forums have occurred and proposed changes to the Uptown Partnership by-laws have been developed to implement these reforms. The existing Uptown Partnership board members have graciously agreed to adopt the proposed by-laws to address the community concerns and will then step down as new representatives are elected/selected from the respective Uptown communities. In recognition of the current constraints for developing additional projects staff proposes to continue with the previously approved list of projects from the FY2011 Implementation Plan and Budget and reserve those funds not allocated (by community) for future projects to be developed and approved in accordance with the proposed by-laws and Council Policy.

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 FY11 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-306166-2, dated September 28, 2010. Pursuant to paragraph 2.2 of the existing FY11 agreement, staff has extended the agreement for an additional 90 calendar days.

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.

Beth Murray
Economic Development Deputy Director

Wally Hill
Assistant Chief Operating Officer

FISCAL YEAR (FY) 2012
AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CORPORATION

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 (Mid-City Community Plan Area, Golden Hill Community Plan Area, El Cajon Business Improvement District, Adams Avenue Business Improvement District, North Park Business Improvement District, and City Heights Business Improvement District) as the Mid-City 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 Mid-City Parking Meter Advisory Board as the Advisory Board for the District; and

WHEREAS, the Mid-City Parking Meter Advisory Board recommended and approved the Memorandum of Understanding 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; and

WHEREAS, pursuant to the approved Memorandum of Understanding, Contractor shall act as the responsible fiscal entity for its geographic portion of 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 2012 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 FY2012 to be expended at the direction of Contractor, including reimbursements to Contractor for expenses incurred, in implementing the proposed activities and improvements, as set forth in the approved Implementation Plan and Budget attached hereto as Exhibit B and subject to the restrictions set forth in section 6.1.2 of this Agreement.
- 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 October 1, 2011 and continue until June 30, 2012, 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 and subject to the restrictions set forth in section 6.1.2 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 similar costs related to Contractor's services listed in the Implementation Plan and Budget. Funds provided by the City to Contractor shall not be used for the construction, repair, maintenance, alteration, or improvement of a proposed project until a permit or other written documentation authorizing such activity to proceed is first obtained from the appropriate City decision-maker to ensure compliance with all necessary review and all applicable law. Furthermore, the City fully reserves its right to delete any proposed projects set forth 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

DOWNTOWN COMMUNITY PARKING DISTRICT ANNUAL REPORT

Since the inception of the Downtown Community Parking District, Centre City Development Corporation (“Corporation”) has received approximately \$19.5 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 7th & Market Streets) and a temporary 75-space public surface parking lot (at 11th & 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 6th 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 an inventory of public and private parking in downtown, which found that there are approximately 63,000 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 installed in FY11.
- 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) providing information on parking opportunities in the downtown area, including a comprehensive map of the approximate 63,000 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.
- Worked with the Little Italy Association to open a universal valet program and private lots currently not open to the public.

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 through a contract with the Little Italy Association. 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, which is currently under construction and expected to be complete November 2011.
- Obligated funds to the acquisition/rehabilitation of the World Trade Parking Structure, which will add approximately 260 public parking spaces.
- 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 6th & K Parkade and provide for various activities described above and delineated in Attachment B, FY2012 Budget.

DOWNTOWN COMMUNITY PARKING DISTRICT
FY12 Operating Budget

PROPOSED OPERATING BUDGET FY 2012

CHART OF ACCOUNTS	CDP Funds	Other Funds	Total
Revenue			
CPD	2,300,000	0	2,300,000
Prior Year Revenue - CPD	1,517,000	0	1,517,000
Prior Year Revenue - 6th & K Parkade	0	189,000	189,000
Prior Year Revenue - Park It On Market	0	222,000	222,000
Other: Cedar Gateway Parking	0	0	0
Other: 6th & K Parkade	0	76,000	76,000
Other: Park It On Market	0	57,000	57,000
Other Little Italy Valet	0	36,000	36,000
Total Revenue	3,817,000	580,000	4,397,000
Expense			
Administrative Expense	98,000	152,000	250,000
Total Administrative Charges	98,000	152,000	250,000
Debt Service			
Reserve for Debt Service	2,479,000	0	2,479,000
Total Outreach/Promotion	2,479,000	0	2,479,000
Projects			
Little Italy Association	240,000	0	240,000
Land Acquisition/Rehab	1,000,000	0	1,000,000
Wayfinding Signage	0	0	0
New Parking Meter Technology	0	375,000	375,000
Other Parking District Activity	0	53,000	53,000
Total Contracts	1,240,000	428,000	1,668,000
Total Expenses	3,817,000	580,000	4,397,000
Contingency (up to 5% of Total Expenses for defined program cost overruns)	0		
Allocated	3,817,000	580,000	4,397,000
Unallocated balance	\$0	\$0	\$0

Note: Restrictions on Use of Parking Meter Revenue: Funds provided by the City to CCDC shall not be used for the construction, repair, maintenance, alteration, or improvement of a proposed project until appropriate authorization of such activities is first obtained from the appropriate City and/or Redevelopment Agency decision-maker to ensure compliance with all necessary review and all applicable law. Furthermore, the City Council fully reserves its right to delete any proposed projects set forth in the Downtown Community Parking District Implementation Plan and Budget.

Community Parking District Implementation Plan

Mid City Community Parking District

FY2012

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. A pilot project was approved by the North Park Community Planning Committee and is being installed.
 - 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 FY2012.

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, 30th 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, bicycle and pedestrian safety. These measures could include ways to decrease street widths. The entire funding for the project design will come from the Mid-City Community Parking District budget.

Crosswalk Enhancements

- The Contractor will facilitate the installation of 2 upgraded crosswalks. One will be on College Ave at Montezuma and another on El Cajon Blvd at Euclid Ave. This will include asphalt treatment crosswalks and the potential use of LED Embedded Pavement Flashing Light System. Other potential locations are on El Cajon Boulevard at 51st St; 30th Street at Upas St; and Montezuma Ave in the College area. Locations will be selected based on traffic conditions, past studies and safety concerns. 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.
 - Facilitate the use of the kiosk space on El Cajon Boulevard on the SR-15 overpass.
 - Meet with and engage SANDAG and MTS as needed to better understand their approaches to transit service and advocate for enhancements as warranted.
 - 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

- Bike corral projects will also be piloted on 30th Street, near Upas Street, El Cajon Boulevard, Louisiana Street, 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 FY2012. 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. The Contractor will also continue to maintain centerlinetransit.com, which provides information relating to transit issues in the Mid-City. Funding for the projects 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 2012 - MIDCITY-EL CAJON BLVD

	CDP Funds	Other Funds	Total
Funds Available			
CPD	600,000		600,000
Other	0		0
Total Funds Available	600,000	0	600,000
Expense			
Personnel			
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
Total Personnel	21,900	0	21,900
Operating			
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			
Insurance-Workers Comp	400	0	400
Postage	200	0	200
Audit	300	0	300
Accounting Services	1,500	0	1,500
Office Supplies	500	0	500
Total Operating	11,100	0	11,100
Outreach/Promotion			
Marketing (Web Site, Brochure)	6,500	0	6,500
Outreach/Promotion	2,500	0	2,500
Surveys	5,000	0	5,000
Total Outreach/Promotion	14,000	0	14,000
Contracts			
Consultant Services	10,000	0	10,000
Parking Consultant Services	17,000	0	17,000
Total Contracts	27,000	0	27,000
Activities-Program (see Activities budget)	213,000		213,000
Contingency	40,000	0	40,000
These funds may be applied towards cost overruns of projects approved under this Implementation Plan.			
Total Expense	327,000	0	327,000
Unallocated Reserve	272,300	0	272,300
Net Income	\$599,300	\$0	\$599,300

COMMUNITY PARKING DISTRICT
Activities/Program Budget Template

PROPOSED ACTIVITIES/PROGRAMS BUDGET FY 2012 - MIDCITY - EL CAJON BLVD

The table below is a compilation of proposed project priorities that the El Cajon Boulevard BIA has determined through extensive community input with El Cajon Boulevard BIA Board review and approval. The descriptions provide highlights and benefits of proposed projects that El Cajon Boulevard BIA will be analyzing and may implement in FY2011-12. Feasibility studies, design, engineering, research, staffing, and analysis of the proposed projects and expenditure of Community Parking District funds for such purposes and for general operations of the El Cajon Boulevard BIA are authorized upon City Council approval of the Implementation Plan. However, the actual implementation of any proposed projects set forth below will require full compliance with any and all necessary environmental review as well as compliance with all applicable law and is contingent upon the further approval of the appropriate City decision-maker. Prior to the grant of approval by the appropriate City decision-maker for the implementation of any proposed project, the City decision-maker shall be provided with any and all necessary environmental review. The El Cajon Boulevard BIA shall not conduct construction, repair, maintenance, alteration, or improvement of a proposed project unless Contractor first obtains a written notice to proceed from the City. In addition, the City reserves its full discretion to delete any of the proposed projects set forth below.

	<u>CDP Funds</u>	<u>Other Funds</u>	<u>Total</u>
<u>Managing Parking Inventory</u>			
Head-In Angle Parking	15,000	0	15,000
Evaluation of feasibility of adjusting on-street parking to increase available spaces using angle and head-in parking			
Parking Impact Assessment	10,000	0	10,000
Evaluate effectiveness of current commercial district on-street and off-street parking utilization to insure efficient use of space			
<u>Managing Parking Demand and Enhancing Utilization</u>			
Traffic Calming Assessment	6,000	0	6,000
Identify and recommend locations for use of traffic calming measures to enhance vehicular and pedestrian safety			
Crosswalk Enhancements	60,000	0	60,000
Install 2 crosswalk enhancements			
Transit Enhancement	15,000	0	15,000
Evaluate and support methods of enhancing the availability and utilization of public transit			
Pedestrian Right of Way Enhancement	30,000	0	30,000
Evaluate methods of improving pedestrian right-of-way conditions within the commercial districts			
Bike Parking	12,000	0	12,000
Install 4 bike coralls in district			
Parking Meters			
Parking Meter Upgrades			
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.	55,000	0	55,000
New Parking Meters			
Install 20 parking meters in the district based on Parking Utilization Study and tenant survey	10,000	0	10,000
Total	\$213,000		\$213,000

Proposed Activities for FY 2012

UNIVERSITY HEIGHTS COMMUNITY PARKING DISTRICT

The University Heights CPD is completing an update to its parking utilization study for the Park Boulevard commercial district. In addition, it has, in the past year, completed a study of parking conditions on neighboring North Avenue. It is now ready to move into the Implementation Phase of these activities.

The CDC proposes to undertake the following activities during FY 2012:

1. *North Avenue parking plan.* The CPD will work with the community and the City to develop a parking plan for this street that improves residential parking. It will work to get this plan approved and ready for implementation by the City and the CPD.
2. *Park Boulevard metering.* Following the results of the updated Parking Utilization study, the CPD will develop a plan for parking meters and time-limited parking within the commercial district. The CPD will work with District businesses and residents, as well as the City, to finalize this plan and work for its adoption and implementation by the City.

The CPD plans to continue working with its contractor on these efforts, as they form a natural progression to work already satisfactorily performed. A total budget of \$9,000 is assigned to this effort, with the bulk of it for participation in meetings and presentations with the groups cited above.

PROPOSED OPERATING BUDGET FY 2012 - MIDCITY - UNIVERSITY HEIGHTS

CHART OF ACCOUNTS	CDP Funds	Other Funds	Total
Ordinary Income/Expense			
Income			
CPD	120,817		120,817
Other (e.g. Sale of Parking Cards)	1,500	0	1,500
Total Income	122,317	0	122,317
Expense			
Personnel			
Executive Director	0	0	0
Administrative Assistant	0	0	0
Volunteer Bus Pass	0	0	0
Fica/R Expense	0	0	0
Health Insurance	0	0	0
Total Personnel	0	0	0
Operating			
Rent - Office (320 sf @ \$1.50/mo)	5,760	0	5,760
Telephone/Fax/Internet/Ceill 40% of \$2900	1,160	0	1,160
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	2,400	0	2,400
Insurance-Workers Comp	0	0	0
Total Insurance	2,400	0	2,400
Postage - 40% of \$825	330	0	330
Audit - 100% per City's Regs	2,450	0	2,450
Accounting Services - 100% for Outside Bookkeeper	1,233	0	1,233
Office Supplies (40% or \$1028)	411	0	411
Other Expense - professional services	100	0	100
Other Expense - Parking Meter Cards	1,500	0	1,500
Other Expense - Wayfaring Signs	205	0	205
Other expense - Filing Fees State & Fed.	35	0	35
Other Expense - equipment lease (40% of \$1908)	763	0	763
Other Expense - utilities (40% of \$1107)	443	0	443
Other Expense - COA per 1 unit only \$100 per month	1,200	0	1,200
Total Operating	18,690	0	18,690
Outreach/Promotion			
Newsletter	0	0	0
Marketing (Web Site, Brochure)	153	0	0
Specify Other - Surveys	60	0	60
Total Outreach/Promotion	213	0	213
Contracts			
Contractor 1	9,000	0	9,000
Contractor 2	0	0	0
Total Contracts	9,000	0	9,000
Capital Projects			

	0		0
Pedestrian Count-Down Indicators			
Meter Single Head Replacement (19 @ \$500)	9,500		9,500
Total Capital Projects	<u>9,500</u>	<u>0</u>	<u>9,500</u>
Contingency (10% of planned expenditures)	<u>4,099</u>	<u>0</u>	<u>3,590</u>
Total Expense	<u>41,502</u>	<u>0</u>	<u>41,502</u>
Program / Reserve	<u>80,815</u>	<u>0</u>	<u>80,815</u>
Net Ordinary Income	<u>80,815</u>	<u>0</u>	<u>80,815</u>
Net Income	<u><u>\$80,815</u></u>	<u><u>\$0</u></u>	<u><u>\$80,815</u></u>

COMMUNITY PARKING DISTRICT

Activities/Program Budget Template

PROPOSED ACTIVITIES/PROGRAMS BUDGET FY 2012

The table below is a compilation of proposed project priorities that the University Heights CDC has determined through extensive community input with University Heights CDC Board review and approval. The descriptions provide highlights and benefits of proposed projects that the University Heights CDC will be analyzing and may implement in FY 2012. Feasibility studies, design, engineering, research, staffing, and analysis of the proposed projects and expenditure of Community Parking District funds for such purposes and for general operations of the University Heights CDC are authorized upon City Council approval of the Implementation Plan.

However, the actual implementation of any proposed projects set forth below will require full compliance with any and all necessary environmental review as well as compliance with all applicable law and is contingent upon the further approval of the appropriate City decision-maker. Prior to the grant of approval by the appropriate City decision-maker for the implementation of any proposed project, the City decision-maker shall be provided with any and all necessary environmental review. The University Heights CDC shall not conduct construction, repair, maintenance, alteration, or improvement of a proposed project unless Contractor first obtains a written notice to proceed from the City. In addition, the City reserves its full discretion to delete any of the proposed projects set forth below.

<u>ACTIVITIES/PROGRAMS</u>	<u>CDP Funds</u>	<u>Other Funds</u>	<u>Total</u>
<u>Increasing Parking Supply</u>			
Self-Parking North Avenue parking configuration pilot program	\$ 4,000	\$ -	\$ 4,000
<u>Managing Parking Inventory</u>			
Replacement of Meter Heads Park Blvd. curbside parking review and replacement of up to 19 parking meter heads at approximately \$500/head on Park Blvd. and/or adjacent streets.	\$ 9,500	\$ -	\$ 9,500
<u>Managing Parking Demand and Enhancing Utilization</u>			
Parking Meter Proposal Based on Parking Utilization Study, application of findings to produce a detailed set of recommendations for the University Heights commercial core (Park Blvd. and adjacent streets).	\$ 5,000	\$ -	\$ 5,000
<u>Other Improvements or Activities</u>			
(No planned expenses)	\$ -	\$ -	\$ -
<u>Contingency</u>			
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).	\$ 3,590	\$ -	\$ 3,590
<u>Operations</u>	\$ 17,190		\$ 17,190
<u>Personnel</u>	\$ -	\$ -	\$ -
<u>Outreach/Promotion</u>	\$ 213	\$ -	\$ 213
<u>Total Expenses</u>	\$ 39,493	\$ -	\$ 39,493

COMMUNITY PARKING DISTRICT
Activities/Program Budget Template

<u>Total Income</u>	<u>\$ 122,317</u>	<u>_____</u>	<u>\$ 122,317</u>
<u>Total (=Total Income less Total Expenses)</u>	<u>\$ 82,824</u>	<u>\$ -</u>	<u>\$ 82,824</u>

PROPOSED ACTIVITIES/PROGRAMS BUDGET FY 2012 - UPTOWN CPD

	PROJECT LIST	DESCRIPTION	CPD Funds	CPD Reserved
1	UPTOWN	Sub-Total	\$1,072,618	\$1,000,000
1.1	UPTOWN Bicycle Parking Program	Work with community members, City, SANDAG, and Bicycle Coalition to conduct research and articulate procedures to implement (including any necessary environmental review requirements) installation of bike parking in convenient locations (outside Bankers Hill-Park West, which has its own project) to encourage an alternative travel mode to reduce demand for on-street parking. If feasible and appropriate, coordinate with City for installation of bike parking (including any necessary environmental review). <i>Implements CP 100-18 C.2.g.</i>	\$20,000	\$0
1.2	UPTOWN Mobility Element of Community Plan Update	Allocate \$50,000 to include First Avenue in the mobility study for the Uptown Community Plan Update because a detailed study of First Avenue was not included in the 2007 Hillcrest Corridor Mobility Strategy. <i>Implements CP 100-18 C.2.a-e.</i>	\$50,000	\$0
1.3	UPTOWN GPS Parking Data Base; Special Parking Zone Analysis	Analyze parking information using GIS technology. 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 FY2010-11. <i>Implements CP 100-18 C.2.</i>	\$40,000	\$0
1.4	UPTOWN Upgrade Existing Meters	Allocate funding to City for new/upgraded meters. City staff will conduct the appropriate process to procure and install the meters and comply with any environmental review requirements. The new/upgraded meters (multispace and single-head meters) shall provide modern payment options, reduce environmental impact, and increase efficiency. Designate at least \$200,000 for single-head meter purchases. <i>Implements CP 100-18 C.2.a.b.</i>	\$763,690	\$0
1.5	UPTOWN Modify Meter Rates, Time Limits, and Enforcement Hours	Conduct analysis to support making recommendations to the City to adjust meter rates, time limits, and enforcement hours to support the goal of 85% utilization. Subject to Council approval of pilot areas, then request City to initiate adjustments in strategically selected areas (pilot projects). <i>Implements CP 100-18 C.2.a.b.</i>	\$13,050	\$0
1.6	UPTOWN Site Upgrades for Interim Lease of Parking Lot at Future Library Site	Work with City staff, especially Real Estate Assets Department (READ) staff, to identify how to make 35-40 unused parking spaces on City property available for public parking to reduce demand for on-street parking. Based on an analysis of alternatives, partner with the City on implementation of the most feasible alternative, including securing any necessary permits and completing any required environmental review. <i>Implements CP 100-18 C.2.h.</i>	\$61,480	\$0
1.7	UPTOWN Parking Investment	Research and formulate projects to invest in public parking capacity in Uptown including: (1) identifying 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. Funding allocations will be made consistent with the Uptown Community Plan Update and will be based on merit, community support, matching funds, and consistency with Council Policy 100-18. Implementation of projects identified through this process will require separate Council approval. <i>Implements CP 100-18 C.2.a.</i>	\$6,210	\$1,000,000
1.8	UPTOWN Community Outreach and Education	Fund community outreach and education related to: the Uptown Community Plan Update; mobility studies and planning; best management practices for pedestrian and vehicular safety; and parking access and utilization. <i>Implements CP 100-18 C.2.c.</i>	\$18,188	\$0
1.9	UPTOWN Streetcar Feasibility Study	Allocate \$100,000 for a streetcar feasibility study. The Partnership Board reserves the ability to review the scope of work and consultant qualifications for the City's unfunded streetcar feasibility study, which is part of the Mobility Element of the Uptown Community Plan Update. Based on this review, the Board will determine whether to add funding to the City's contract for the Mobility Element or proceed independently to select a consultant. <i>Implements CP 100-18 C.2.e.</i>	\$100,000	\$0
2	BANKERS HILL-PARK WEST	Sub-Total	\$31,897	\$296,062
2.1	BANKERS HILL-PARK WEST Parking Lot Agreement	Research and if feasible 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. <i>Implements CP 100-18 C.2.a.b.</i>	\$1,399	\$0
2.2	BANKERS HILL-PARK WEST Two-wheeled Motorized Parking	Research and conduct analysis and make recommendations to City for designating locations for motorized, two-wheeled parking. <i>Implements CP 100-18 C.2.a.b.</i>	\$1,399	\$0

2.4	BANKERS HILL-PARK WEST Install Bicycle Parking	Work with community members, City, SANDAG, and Bicycle Coalition to conduct research and articulate procedures for implementation (including any necessary environmental review requirements) for installing bike parking in convenient locations to encourage an alternative travel mode to reduce demand for on-street parking. If feasible and appropriate coordinate with City for installation of 30 or more bike parking spaces in the neighborhood (including any necessary environmental review). <i>Implements 100-18 C.2.a.</i>	\$27,700	\$0	
2.5	BANKERS HILL-PARK WEST Neighborhood Parking and Circulation Improvement	Research and outline possible projects identified by the neighborhood that are consistent with the Community Plan Update. Funding for these possible projects is to be reserved. Future recommendations to the Council for funding allocations will be based on merit, community support, matching funds, and consistency with Council Policy 100-18. <i>Implements CP 100-18 C.2.a-e.</i>	\$1,399	\$296,062	
3 FIVE POINTS			Sub-Total	\$2,271	\$31,928
3.1	FIVE POINTS Neighborhood Parking and Circulation Improvement	Research and outline possible projects identified by the neighborhood that are consistent with the Five Points Commercial Neighborhood Parking and Circulation Plan and the Community Plan Update. Funding for these possible projects is to be reserved. Future recommendations to the Council for funding allocations will be based on merit, community support, matching funds, and consistency with Council Policy 100-18. <i>Implements CP 100-18 C.2.a-e.</i>	\$2,271	\$31,928	
4 HILLCREST			Sub-Total	\$760,288	\$484,742
4.1	HILLCREST Village Hillcrest Parking Validation Pilot	Hire consultant to research and initiate parking validation program for ongoing operation by Uptown Partnership or neighborhood organization. Costs include consultant agreement and on-going operations. Cost will be evaluated annually. <i>Implements CP 100-18 C.2.a.b.</i>	\$227,390	\$0	
4.2	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	
4.3	HILLCREST Upgrade Wayfinding Signs with Solar-powered Lighting	Recommend replacement of some or all existing wayfinding signs to increase utilization of public, off-street parking by increasing visibility. <i>Implements CP 100-18 C.2.c.</i>	\$50,000	\$0	
4.4	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	
4.6	HILLCREST Normal Street Parking, Blaine to Washington	Recommend to City and communicate on desired improvements to rebuild the Normal Street median between Blaine and Washington to add parking spaces. If appropriate and feasible, City staff will conduct the appropriate process to rebuild the median and comply with any environmental review requirements. <i>Implements CP 100-18 C.2.a.</i>	\$350,000	\$0	
4.7	HILLCREST Neighborhood Parking and Circulation Improvement	Research and outline possible projects identified by the neighborhood that are consistent with the Community Plan Update; Funding for these possible projects is to be reserved. Future recommendations to the Council for funding allocations will be based on merit, community support, matching funds, and consistency with Council Policy 100-18. <i>Implements CP 100-18 C.2.a-e.</i>	\$2,898	\$484,742	
5 MISSION HILLS			Sub-Total	\$50,000	\$0
5.1	MISSION HILLS Close Unused Curb Cuts for Parking Spaces	Recommend and communicate with City to provide additional parking spaces by removing five "abandoned" curb cuts. City staff will conduct the appropriate process to modify the curb cuts and comply with any environmental review requirements. <i>Implements CP 100-18 C.2.a.</i>	\$50,000	\$0	
A Possible Operational Activities			Sub-Total	\$158,099	\$0
		Sell parking cards, provide public assistance, manage card program and reseller sales; Parking cards are sold at cost.			
		Work with Council offices and BIDs to alleviate public project impacts on neighborhoods.			
		Prepare and distribute periodic communications, maintain current information on Partnership's website, and provide parking information to public in a variety of formats.			
		Maintain close working relationships with City staff, community leaders, and political representatives and attend numerous meetings in community.			
		Strategic planning; fiscal policies; Board support; legal and corporate matters.			
		Office systems and equipment maintenance; Staff work planning and assessment.			
Totals			\$2,075,173	\$1,812,732	