

**REQUEST FOR COUNCIL ACTION**  
CITY OF SAN DIEGO

CERTIFICATE NUMBER  
(FOR COMPTROLLER'S USE ONLY)  
pending

TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): CDBG/Economic Development	DATE: 06/08/2012
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SUBJECT: FY2013 Community Parking District Program and Annual Plans

PRIMARY CONTACT (NAME, PHONE): Meredith Dibden Brown, 619-236-6485 MS 56D	SECONDARY CONTACT (NAME, PHONE): Alicia Martinez-Higgs, 619-236-6488 MS 56D
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND	200488	200489	200490	200491	
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER	9913000011	9913000011	9913000011	9913000011	
OBJECT / GENERAL LEDGER ACCT	512059	512059	512059	512059	
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$351,500.00	\$2,093,000.00	\$889,000.00	\$91,000.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

**COST SUMMARY (IF APPLICABLE):** This action authorizes the transfer, appropriation and expenditure (via agreements or MOU) of CPD funding of \$3,424,500 (that the City Council previously appropriated in the FY2012 Annual Budget) plus the carry-over from previous fiscal years plus any year-end adjustments due to the final reconciliation of FY2012 actual revenue and expenses. No new fiscal impact is anticipated.

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Murray, Beth	6/11/2012
Financial Management	CFO		
Equal Opportunity Contracting	DEPUTY CHIEF		
	COO		
	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF:  RESOLUTIONS  ORDINANCE(S)  AGREEMENT(S)  DEED(S)

1. That the FY 2013 Annual Plans and Budgets for the Downtown, Mid-City, and Uptown Community Parking Districts are hereby approved. A copy of each Plan and Budget is attached to the Executive Summary on file with the Office of the City Clerk.
2. That the Chief Financial Officer (CFO) is authorized to appropriate and expend the CPD Fund Balances and Interest Fund Balances relating to the Downtown CPD, Uptown CPD, Mid-City CPD, and Parking Meter Dist. Admin. Fund No. 200488 (CPD Admin Fund), from FY 2012 (contingent on the CFO's certification of funds availability) for FY 2012 or prior year expenditures anticipated to be processed in FY 2013, with the thereafter remaining FY 2012 Fund Balances and Interest Fund Balances relating to each of these CPD's and the City CPD Administration Fund to be carried forward to FY2013
3. That the CFO is authorized to appropriate and expend from the Uptown CPD Fund for the FY 2013 Uptown CPD Program an amount not to exceed \$889,000 plus or minus any year-end adjustment to reconcile to actual revenue and expenditures plus the remaining amount of the FY 2012 Fund Balance and Interest Fund Balance carried forward to FY 2013, contingent on the CFO's certification of funds availability.
4. That the CFO is authorized to appropriate and expend from the Mid-City CPD Fund for the FY 2013 Mid-City CPD Program an amount not to exceed \$91,000 plus or minus any year-end adjustment to reconcile to actual revenue and expenditures plus the remaining amount of the FY 2012 Fund Balance and Interest Fund Balance carried forward to FY 2013, contingent on the CFO's certification of funds availability.
5. That the CFO is authorized to appropriate and expend from the Downtown CPD Fund for the FY 2013 Downtown CPD Program an amount not to exceed \$2,093,000 plus or minus any year-end adjustment to reconcile to actual revenue and expenditures plus the remaining amount of the FY 2012 Fund Balance and Interest Fund Balance carried forward to FY 2013, contingent on the CFO certification of funds availability.
6. That an amount of \$351,500 (\$148,000 in Parking Projects Fund and \$203,500 in CPD Admin Fund) plus or minus any year-end adjustment to reconcile to actual revenue and expenditures in the Fiscal Year 2013 operating budget is approved and that the CFO is authorized to appropriate and expend \$203,500 plus or minus any year-end adjustment to reconcile to actual revenue and expenditures from the CPD Admin Fund for City administration of the CPD Program, contingent on the CFO's certification of funds availability.
7. That the Mayor or his designee is authorized to execute the FY 2013 Operating Agreements with the El Cajon Boulevard Business Improvement Association in an amount not to exceed \$94,395 and University Heights Community Development Corporation in an amount not to exceed \$21,943 for the operation of the FY 2013 CPD program in the Mid-City CPD; and to execute the FY 2013 Operating Agreements with the Uptown Partnership dba in an amount not to exceed \$1,641,822 for the operation of the FY 2013 CPD program in the Uptown CPD; and to execute a Memorandum of Understanding (MOU) with Civic San Diego in an amount not to exceed the funds available in the Downtown CPD Fund for the operation of the FY 2013 CPD program in the Downtown CPD, contingent on the CFO's certification of funds availability. The agreements shall incorporate the respective FY 2013 Annual Plans and Budgets.
8. That the Mayor or his designee is authorized to execute agreements and expend funds from the Uptown CPD Fund in accordance with the FY2013 Annual Plan and Budget as requested by the Uptown CPD Advisory Board (currently known as the Uptown Partnership, Inc. dba Uptown Community Parking District) for certain administration functions (such as equipment storage) of the Uptown CPD.

**STAFF RECOMMENDATIONS:**

Approve the requested actions and staff's recommendation regarding the Mission Hills/Hillcrest CPD demarcation.

**SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)**

COUNCIL DISTRICT(S):	2, 3, 7, 8
COMMUNITY AREA(S):	Downtown (Downtown CPD), Uptown (Uptown CPD), Greater North Park/Mid-City/College Area (Mid-City CPD - North Park, University

	Heights, Normal Heights, College, El Cajon Blvd)
ENVIRONMENTAL IMPACT:	This activity will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(2).
CITY CLERK INSTRUCTIONS:	None

**COUNCIL ACTION  
EXECUTIVE SUMMARY SHEET  
CITY OF SAN DIEGO**

DATE: 06/08/2012

ORIGINATING DEPARTMENT: CDBG/Economic Development

SUBJECT: FY2013 Community Parking District Program and Annual Plans

COUNCIL DISTRICT(S): 2, 3, 7, 8

CONTACT/PHONE NUMBER: Meredith Dibden Brown/619-236-6485 MS 56D

**DESCRIPTIVE SUMMARY OF ITEM:**

Approving the annual Plans (including budgets) for the FY 2013 Community Parking District (CPD) program including the transfer, appropriation and expenditure of parking meter funds by the Chief Financial Officer for such purposes; authorizing the Chief Financial Officer to appropriate and expend money from the respective Community Parking District-related funds; determining the revenue-area demarcation within the Uptown CPD; and authorizing the Mayor to execute specified operating agreements for the Community Parking Districts.

**STAFF RECOMMENDATION:**

Approve the requested actions and staff's recommendation regarding the Mission Hills/Hillcrest CPD demarcation.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:** Community Parking Districts [CPD's] are authorized under City Council Policy (CP) 100-18, adopted on March 4, 1997 and most recently amended on March 18, 2011. CP 100-18 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 allocates a net 45 percent of parking meter revenues to the community from which it is generated. At present, the City has six CPD's: 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 CP 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. Under CP 100-18, the City also recovers appropriate and eligible expenses and sets aside funding for future eligible expenses in a proposed Parking Projects Fund.

Based on previous City Attorney memorandums, Parking Projects funding may be accumulated over time for future capital improvements (such as parking meter replacement), or may be used for parking or traffic control and management.

Each CPD has a designated advisory board responsible for making recommendations to the City on parking-related matters, and, as applicable, for developing plans and expending allocated revenue in accordance with CP 100-18. The advisory boards operate through a non-profit organization and those with revenue contract with the City to manage CPD funds.

In the Mid-City CPD, the advisory board recommended and approved a Memorandum of Understanding in 1999 that was entered into by El Cajon Boulevard Business Improvement Association (ECBBIA), University Heights Community Development Corporation (UHCDC), and Greater Golden Hill Community Development Corporation (GHCDC) 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 CPD. The advisory board meets on occasion to address common parking concerns however separate Annual Plans and Budgets have been submitted by ECBBIA and UHCDC. Due to the very small amount of funding available to GHCDC for FY2013, no agreement is proposed.

In Uptown, there have been ongoing efforts over the last 18 months to enhance the community involvement and governance of the Uptown Partnership in response to concerns raised at City Council. New board members have been seated and revised by-laws, developed through community involvement, have been adopted. Elections were held in August for those members with expiring terms. An agreement was executed earlier this calendar year with Uptown Partnership dba Uptown Community Parking District for management of the Uptown CPD.

An outstanding issue is the demarcation of the revenue-sharing boundary between Hillcrest and Mission Hills. Historically, the Uptown CPD was developed by the Mission Hills and Hillcrest BID non-profits and was managed by the Mission Hills BID non-profit prior to the establishment of the Uptown Partnership. Both BID non-profits manage programs which affect the public right-of-way in the respective areas and serve as the community organizations associated with the election process for business representatives to the Uptown CPD. Therefore it seems most appropriate and staff is recommending that the demarcation of the revenue-sharing boundary follow the BID boundaries so the programs recommended to be funded in each CPD neighborhood using the revenue from that neighborhood won't cause conflicts between CPD and BID programs.

The Downtown CPD advisory board is the non-profit organization Civic San Diego (formerly CCDC). Civic SD has authorized the Downtown Parking Management Group to continue to make recommendation on meter locations, rates, time limits, and hours of operation and other matters to address parking-related impacts.

The Downtown CPD program, in conjunction with implementation of the Centre City Redevelopment Plan, has resulted in the construction of two parking structures which are owned by the Redevelopment Agency but which will revert to City ownership once the bond debt is paid off. The net operating revenue from the two structures has been sufficient to cover the debt service on the parking garage bonds however Civic SD is requesting that the City reserve approximately \$2.5 million from prior year funds for debt service in the event that insufficient revenue is generated in FY2013.

The proposed MOU with Civic SD also recognizes the various agreements and relationships associated with Downtown parking structures and programs and includes authority for Civic SD to provide ongoing services with the respect to management of the "Park It On Market" and the "6th & K Parkade" facilities and to provide newly required services for the public parking portion of the Cedar Gateway project. The Downtown CPD Plan also identifies proposed land acquisition for additional parking projects. At the time the acquisition is to be completed we are recommending that the proposed ownership arrangement be reviewed by the City.

Appropriate Project Review (including any applicable environmental analysis) will occur at implementation.

**FISCAL CONSIDERATIONS:** This action authorizes the appropriation and expenditure (via agreements/MOU) of CPD funding of \$3,424,500 that the City Council previously appropriated in the FY2012 Annual Budget plus the carry-over from previous years and any year-end adjustments within the CPD funds. 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 (SDMC Sections 22.3501 through 22.3517).

**PREVIOUS COUNCIL and/or COMMITTEE ACTION:** City Council approves the Annual Plans and Budgets for the CPD's and authorizes the appropriation and expenditure of CPD funds (most recently via Resolution R-307128, dated November 30, 2011). On June 25, 2012, the ED&S Committee will consider approval of the FY2013 Annual Plans and Budgets for each CPD.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:** Each CPD Advisory Board holds regular meetings and provides information via newsletter or on-line, and considers and votes on the Annual Plan and Budget at a public meeting. In addition, CPD representatives sit on the citywide Parking Advisory Board and provide updates at meetings that are noticed and open to the public.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:** Direct beneficiaries of this action include the administering non-profits: Civic SD; ECBBIA; and UHCDC. Other beneficiaries are motorists and community members within each CPD.

Murray, Beth  
Originating Department

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Deputy Chief/Chief Operating Officer

**SECTION THREE - PROPOSED BUDGET**

**DOWNTOWN COMMUNITY PARKING DISTRICT**

Prepared by: Centre City Development Corp.

Fiscal Year 2012/2013 Budget

	Council Policy 100-18 Section(s)	Prior Year Balances	Proposed FY 13		Total Budget
			Parking Meter Revenue	Other Revenues	
<b>Revenues</b>					
Current Year Allocations:					
Current Year CDP Meter Allocation	B.2	9,000,000	2,000,000	-	11,000,000
Other Revenues: 6th & Market Garage	B.4.a	2,000,000	-	300,000	2,300,000
Other Revenues: 6th & K Garage	B.4.a	1,500,000	-	100,000	1,600,000
Other Revenues: LIA Parking Program	B.4.b/e	80,000	-	30,000	110,000
Other Revenues: SANDAG Grant		-	-	400,000	400,000
		<u>12,580,000</u>	<u>2,000,000</u>	<u>830,000</u>	<u>15,410,000</u>
<b>Expenditures</b>					
Reserve for Debt Service on Garages					
6th & K Parkade	C.2.a	1,519,600	-	-	1,519,600
Park It on Market (6th & Market)	C.2.a	962,785	-	-	962,785
Total Reserve for Debt Service		2,482,385	-	-	2,482,385
Parking District Administration		-	300,000	150,000	450,000
Parking Meter GIS System	C.2.b	-	50,000	-	50,000
Purchase & Installation of New Meters	C.4	1,000,000	-	-	1,000,000
Downtown Circulation Plan/EIR	C.2.b/c/e/h	-	400,000	400,000	800,000
Bicycle Mobility/Rack Purchase & Installation	C.2.e/h	-	200,000	-	200,000
Way Finding Systems	C.2.c	1,600,000	-	-	1,600,000
Electronic Parking Info System	C.2.c	-	50,000	150,000	200,000
Future Parking Garage	C.2.a	5,000,000	-	-	5,000,000
Reserve for Cedar Gateway Garage Operations	C.2.a	-	100,000	-	100,000
Little Italy Parking Program	C.2.a/b/f/g/h	80,000	300,000	30,000	410,000
Downtown Shuttle Program	C.2.d/e	50,000	75,000	50,000	175,000
Reconfigure Existing On-Street Parking	C.2.b	575,000	175,000	-	750,000
Pedestrian Improvements	C.2.h	575,000	125,000	-	700,000
Extraordinary Landscape Improvements	C.2.f/h	575,000	125,000	-	700,000
Operating Contingency (5% of Annual Budget)		642,615	100,000	50,000	792,615
Total Expenditures		<u>12,580,000</u>	<u>2,000,000</u>	<u>830,000</u>	<u>15,410,000</u>

Note: Restrictions on Use of Parking Meter Revenue: Funds provided by the City to Civic San Diego 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 Successor 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.

**UPTOWN COMMUNITY PARKING DISTRICT  
PROPOSED ACTIVITIES/PROGRAMS BUDGET FY 2013**

BH HC MH SP  
← ← ← ←

	CDP Funded Total	=	UPCD Implemented	+	City Implemented /Reserved	Bankers Hill	Hillcrest	Mission Hills	5 Points	Disputed
<b>Increasing Parking Supply</b>	\$ 1,856,650		\$ 263,100		\$ 1,593,550	\$ 315,000	\$ 1,340,000	\$ 76,650	\$ 125,000	\$ -
Reconfigure on-street parking/curb cut removal					\$ 543,550	\$ 295,000	\$ 100,000	\$ 48,550	\$ 100,000	
Variable pricing study and implementation			\$ 20,000			\$ 20,000				
Normal St. Median/Park Improvements					\$ 250,000		\$ 250,000			
IBEW Lot Development			\$ 80,000				\$ 80,000			
Normal St. lowered meter pilot program			\$ 10,000				\$ 10,000			
Parking structure research			\$ 100,000				\$ 100,000			
Parking structure initiative					\$ 800,000		\$ 800,000			
Valet Program			\$ 53,100					\$ 28,100	\$ 25,000	
<b>Managing Parking Inventory</b>	\$ 105,000		\$ 105,000			\$ 50,000	\$ 20,000	\$ 10,000	\$ 25,000	\$ -
Survey of existing parking			\$ 105,000			\$ 50,000	\$ 20,000	\$ 10,000	\$ 25,000	
<b>Managing Parking Demand/Enhancing Utilization</b>	\$ 3,383,890		\$ 1,034,700		\$ 2,199,190	\$ 1,556,190	\$ 1,648,000	\$ 69,000	\$ 110,700	\$ -
Shuttle Service			\$ 325,000			\$ 75,000	\$ 250,000			
Communications			\$ 340,000			\$ 75,000	\$ 230,000	\$ 14,000	\$ 21,000	
Bicycle Infrastructure			\$ 85,000			\$ 55,000	\$ 30,000			
Wayfinding system			\$ 186,700			\$ 40,000	\$ 125,000		\$ 21,700	
Streetcar study					\$ 150,000	\$ 50,000	\$ 100,000			
Streetcar investment					\$ 863,000	\$ 250,000	\$ 613,000			
Meters Purchase/Installation					\$ 173,000	\$ 150,000		\$ 23,000		
Technology Upgrades					\$ 200,000	\$ 100,000	\$ 100,000			
Community input workshops			\$ 5,000			\$ 5,000				
Pedestrian Infrastructure Improvements					\$ 813,190	\$ 756,190		\$ 12,000	\$ 45,000	
Investigate Smartcar infrastructure			\$ 25,000				\$ 25,000			
Extraordinary Maintenance			\$ 32,000				\$ 25,000	\$ 7,000		
Parking evaluations			\$ 36,000					\$ 13,000	\$ 23,000	
Universal Validation Program							\$ 150,000			
<b>General Operation and Contractual Activities</b>	\$ 160,840		\$ 160,840		\$ -	\$ 65,000	\$ 59,714	\$ 14,255	\$ 21,871	\$ -
Staffing/Admin			\$ -		\$ -	\$ 37,500	\$ 44,714	\$ 10,000	\$ 15,417	
Office/Operational/Insurance			\$ -		\$ -	\$ 27,500	\$ 15,000	\$ 4,255	\$ 6,454	
<b>Sub-total of Activities/Programs</b>	<b>\$ 5,506,380</b>		<b>\$ 1,563,640</b>		<b>\$ 3,792,740</b>	<b>\$ 1,986,190</b>	<b>\$ 3,067,714</b>	<b>\$ 169,905</b>	<b>\$ 282,571</b>	<b>\$ -</b>
<b>Contingency (5% of Sub-Total)</b>	<b>\$ 275,319</b>		<b>\$ 78,182</b>		<b>\$ 189,637</b>	<b>\$ 99,310</b>	<b>\$ 153,386</b>	<b>\$ 8,495</b>	<b>\$ 14,129</b>	
<b>TOTAL (excluding Disputed)</b>	<b>\$ 5,781,699</b>		<b>\$ 1,641,822</b>		<b>\$ 3,982,377</b>	<b>\$ 2,085,500</b>	<b>\$ 3,221,100</b>	<b>\$ 178,400</b>	<b>\$ 296,700</b>	<b>\$ 103,330</b>

Contingency funds may only be used for cost overruns on approved activities/programs as listed above.

*All proposed projects will be subject to appropriate review (including environmental) and approval process at time of implementation.*



**MID-CITY COMMUNITY PARKING DISTRICT - EL CAJON BLVD BIA**  
**PROPOSED OPERATING BUDGET FY 2013**

	<b>CDP Funded Total</b>	<b>= CPD organization Implemented</b>	<b>+ City Implemented / Reserved</b>
<b><u>Available Funds/Revenue - estimated but subject to year end reconciliation</u></b>			
CPD - FY2013 Allocation	\$ 54,750		
CPD - Prior Years	\$ 558,250		
<b>Total Available Funds/Revenue</b>	<b>\$ 613,000</b>		
<b><u>Allocation of Available Funds/Revenue</u></b>			
<i>Personnel</i>			
Program Manager	\$ 15,000	\$ 15,000	
Administrative / Bookkeeping	\$ 5,000	\$ 5,000	
Fica/R Expense	\$ 2,400	\$ 2,400	
Health Insurance	\$ 3,500	\$ 3,500	
<b>Total Personnel</b>	<b>\$ 25,900</b>	<b>\$ 25,900</b>	
<i>Operating</i>			
Rent - Office	\$ 7,000	\$ 7,000	
Telephone/Fax/Cell/Internet	\$ 2,500	\$ 2,500	
Mtngs/Conf/Dues/Subscriptions	\$ 750	\$ 750	
Printing	\$ 400	\$ 400	
Insurance			
CGL/Auto/D&O	\$ 1,000	\$ 1,000	
Insurance-Workers Comp	\$ 750	\$ 750	
Total Insurance	\$ 1,750	\$ 1,750	
Postage	\$ 300	\$ 300	
Audit	\$ 3,000	\$ 3,000	
Accounting Services	\$ 2,000	\$ 2,000	
Office Supplies	\$ 500	\$ 500	
Office Equipment	\$ 800	\$ 800	
<b>Total Operating</b>	<b>\$ 19,000</b>	<b>\$ 19,000</b>	
<i>Outreach/Information</i>			
Newsletter	\$ 1,000	\$ 1,000	
Marketing (Web Site, Brochure)	\$ 500	\$ 500	
Surveys	\$ 2,500	\$ 2,500	
<b>Total Outreach/Promotion</b>	<b>\$ 4,000</b>	<b>\$ 4,000</b>	
<i>Contracts/Projects/Activities</i>			
Land Use Consultant	\$ 14,000	\$ 14,000	\$ -
Parking Consultant	\$ 10,000	\$ 10,000	\$ -
Other Services	\$ 11,000	\$ 11,000	\$ -
Street Reconfiguration - Head In Parking	\$ 5,000	\$ -	\$ 5,000
Cross Walk Enhancements	\$ 90,000	\$ -	\$ 90,000
Bike Parking	\$ 12,000	\$ 6,000	\$ 6,000
Right of way improvements	\$ 100,000	\$ -	\$ 100,000
Meters - new and replacement	\$ 59,950	\$ -	\$ 59,950
<b>Total Contracts</b>	<b>\$ 301,950</b>	<b>\$ 41,000</b>	<b>\$ 260,950</b>
<b>Total Expenses</b>	<b>\$ 350,850</b>	<b>\$ 89,900</b>	<b>\$ 260,950</b>
Contingency (5% of Total Expenses for cost overruns)	\$ 17,543	\$ 4,495	\$ 13,048
<b>Total Allocated</b>	<b>\$ 368,393</b>	<b>\$ 94,395</b>	<b>\$ 273,998</b>
<b>Unallocated</b>	\$ 244,608	\$ -	\$ 256,158
<i>Use of unallocated funds will require submission of a revised Plan (including revised budgets) and approval by Council.</i>			
<b>Total Allocated &amp; Unallocated of Available Funds/Revenue)</b>	<b>\$ 613,000</b>	<b>\$ 94,395</b>	<b>\$ 530,156</b>

**MID-CITY COMMUNITY PARKING DISTRICT - EL CAJON BLVD BIA**  
**PROPOSED ACTIVITES/PROGRAMS BUDGET FY 2013**

<b>ACTIVITIES/PROGRAMS</b>	<b>CDP Funded Total</b>	<b>= CPD organization Implemented</b>	<b>+ City Implemented / Reserved</b>
<b><u>Increasing Parking Supply</u></b>	<b>\$ 15,000</b>	<b>\$ 10,000</b>	<b>\$ 5,000</b>
Head-in parking survey	\$ 10,000	\$ 10,000	\$ -
Reconfiguring on-street spaces for head-in parking	\$ 5,000		\$ 5,000
<b><u>Managing Parking Demand and Enhancing Utilization</u></b>	<b>\$ 227,000</b>	<b>\$ 31,000</b>	<b>\$ 196,000</b>
<b><u>Parking Impact Assessment</u></b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	
Evaluate effectiveness of current commercial district on-street and off-street parking utilization to insure efficient use of space			
<b><u>Traffic Calming Assessment</u></b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ -</b>
Identify and recommend locations for use of traffic calming measures to enhance vehicular and pedestrian safety to lower parking demand			
<b><u>Crosswalk Enhancements</u></b>	<b>\$ 90,000</b>	<b>\$ -</b>	<b>\$ 90,000</b>
Install 2 crosswalk enhancements			
<b><u>Transit Enhancement</u></b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ -</b>
Evaluate methods of enhancing the utilization of public transit instead of driving and parking			
<b><u>Bike Parking</u></b>	<b>\$ 12,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>
Install 4 bike coralls in the district			
<b><u>Right of Way Improvements</u></b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>
Implementation of projects from the "Traffic Calming Assessment" to reduce parking demand.			
<b><u>Other Improvements or Activities</u></b>	<b>\$ 59,950</b>	<b>\$ -</b>	<b>\$ 59,950</b>
<b><u>Parking Meters</u></b>	<b>\$ 59,950</b>	<b>\$ -</b>	<b>\$ 59,950</b>
Parking Meter Upgrades - CPD will fund 45% of the cost to upgrade the approximately 210 meter heads in the district and City will fund 55%.			
New Parking Meters - Install 10 parking meters in the district based on Parking Utilization Study and tenant survey			
<b><u>General Operational and Contractual</u></b>	<b>\$ 48,900</b>	<b>\$ 48,900</b>	
Personnel	\$ 25,900	\$ 25,900	
Operating	\$ 19,000	\$ 19,000	
Outreach/Information	\$ 4,000	\$ 4,000	
<b><u>Sub-total of Activities/Programs</u></b>	<b>\$ 350,850</b>	<b>\$ 89,900</b>	<b>\$ 260,950</b>
<b><u>Contingency (5% of Sub-Total)</u></b>	<b>\$ 17,543</b>	<b>\$ 4,495</b>	<b>\$ 13,048</b>
Contingency funds may only be used for cost overruns on approved activities/programs as listed above.			
<b>TOTAL ALLOCATED</b>	<b>\$ 368,393</b>	<b>\$ 94,395</b>	<b>\$ 273,998</b>

The actual implementation of any proposed projects set forth above 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.

**MID-CITY COMMUNITY PARKING DISTRICT - UNIVERSITY HEIGHTS**  
**PROPOSED OPERATING BUDGET FY 2013**

	CDP Funded Total	= CPD organization Implemented	+ City Implemented / Reserved
<b><u>Available Funds/Revenue - estimated but subject to year end reconciliation</u></b>			
CPD - FY2013 Allocation	\$ 16,500		
CPD - Prior Years	\$ 170,595		
CPD Advance	\$ 3,000		
Other (e.g. Sale of Parking Cards)	\$ -		
<b>Total Available Funds/Revenue</b>	<b>\$ 190,095</b>		
<b><u>Allocation of Available Funds/Revenue</u></b>			
<b>Total Personnel</b>	<b>\$ -</b>	<b>\$ -</b>	
<i>Operating</i>			
Office - fees	\$ 2,400	\$ 2,400	
Telephone/Fax/Cell/Internet	\$ 1,171	\$ 1,171	
Mtngs/Conf/Dues/Subscriptions	\$ 175	\$ 175	
Utilities	\$ 475	\$ 475	
Printing	\$ 550	\$ 550	
Property Maintenance & Assessments	\$ 150	\$ 150	
<i>Insurance</i>			
CGL/Auto	\$ 2,898	\$ 2,898	
Insurance-Workers Comp	\$ -	\$ -	
<b>Total Insurance</b>	<b>\$ 2,898</b>	<b>\$ 2,898</b>	
Postage & PO Box Rent	\$ 330	\$ 330	
Audit	\$ 2,650	\$ 2,650	
Accounting Services	\$ 1,550	\$ 1,550	
Office Supplies	\$ 450	\$ 450	
Filing Fee	\$ 35	\$ 35	
Professional Services - Computer	\$ 200	\$ 200	
Equipment Lease	\$ 1,034	\$ 1,034	
<b>Total Operating</b>	<b>\$ 14,068</b>	<b>\$ 14,068</b>	
<i>Outreach/Information</i>			
Newsletter	\$ -	\$ -	
Marketing (Web Site, Brochure)	\$ 730	\$ 730	
Surveys	\$ 100	\$ 100	
<b>Total Outreach/Promotion</b>	<b>\$ 830</b>	<b>\$ 830</b>	
<i>Contracts/Projects/Activities</i>			
Contractor 1	\$ 6,000	\$ 6,000	\$ -
Meter Head Replacement	\$ 4,275	\$ -	\$ 4,275
<b>Total Contracts</b>	<b>\$ 10,275</b>	<b>\$ 6,000</b>	<b>\$ 4,275</b>
<b>Total Expenses</b>	<b>\$ 25,173</b>	<b>\$ 20,898</b>	<b>\$ 4,275</b>
Contingency (5% of Total Expenses for cost overruns)	\$ 1,259	\$ 1,045	\$ 214
<b>Total Allocated</b>	<b>\$ 26,432</b>	<b>\$ 21,943</b>	<b>\$ 4,489</b>
<b>Unallocated</b>	<b>\$ 158,875</b>	<b>\$ 3,000</b>	<b>\$ 155,875</b>
<i>Use of unallocated funds will require submission of a revised Plan (including revised budgets) and approval by Council.</i>			
<b>Total Allocated &amp; Unallocated of Available Funds/Revenue)</b>	<b>\$ 185,307</b>	<b>\$ 24,943</b>	<b>\$ 160,364</b>

**MID-CITY COMMUNITY PARKING DISTRICT - UNIVERSITY HEIGHTS  
PROPOSED ACTIVITES/PROGRAMS BUDGET FY 2013**

<b>ACTIVITIES/PROGRAMS</b>	<b>CDP Funded Total</b>	<b>= CPD organization Implemented</b>	<b>+ City Implemented / Reserved</b>
<b><u>Increasing Parking Supply</u></b>	\$ 6,000	\$ 6,000	\$ -
Head in Parking Survey	\$ 6,000	\$ 6,000	\$ -
<b><u>Managing Parking Inventory</u></b>	\$ 4,275	\$ -	\$ 4,275
Replacement of Meter Heads	\$ 4,275		\$ 4,275
CPD share of replacing up to 19 meter heads on E side of Park B1 and/or adjacent streets			
<b><u>Managing Parking Demand and Enhancing Utilization</u></b>	\$ -	\$ -	\$ -
<b><u>Other Improvements or Activities</u></b>	\$ -	\$ -	\$ -
<b><u>General Operation and Contractual Activities</u></b>	\$ 14,898	\$ 14,898	\$ -
Personnel	\$ -		\$ -
Office/Operational	\$ 14,068	\$ 14,068	\$ -
Outreach/Promotion	\$ 830	\$ 830	\$ -
<b><u>Sub-total of Activities/Programs</u></b>	\$ 25,173	\$ 20,898	\$ 4,275
<b><u>Contingency (5% of Sub-Total)</u></b>	\$ 1,259	\$ 1,045	\$ 214
Contingency funds may only be used for cost overruns on approved activities/programs as listed above.			
<b>TOTAL ALLOCATED</b>	<b>\$ 26,432</b>	<b>\$ 21,943</b>	<b>\$ 4,489</b>

The actual implementation of any proposed projects set forth above 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 above.



# FY 2012-13 ANNUAL REPORT AND BUDGET

FOR THE  
DOWNTOWN COMMUNITY PARKING  
DISTRICT

Prepared By:  
Centre City Development Corp. (CCDC)  
April 18, 2012

## Table of Contents

SECTION ONE – OVERVIEW ..... 3

**SECTION TWO - FY 2012-13 PROGRAMS ..... 5**

**SECTION THREE - PROPOSED BUDGET ..... 13**

SECTION FOUR - ACCOMPLISHMENTS..... 14



SECTION ONE – OVERVIEW

*Introduction*

The Downtown Community Parking District (DCPD) was established by the City of San Diego (“City”) in 1997 in order to invest in and manage public parking assets within downtown San Diego. City Council (“Council”) Policy 100-18 – Community Parking District Policy governs the activities of the DCPD. The DCPD’s goal is to increase the supply and manage the existing supply of public on-street and off-street parking, calm traffic, reduce congestion, promote walking and biking, provide for pedestrian safety improvements and improve neighborhood appearance.

Currently, downtown has approximately 63 thousand on-street/off-street, public or private parking spaces available. Approximately 3,000 of the spaces are on street controlled by parking meters. Council Policy 100-18 establishes a revenue sharing between the Community Parking Districts and the City whereby the City allocates 45% of the parking meter revenue generated in a community parking district back to the parking districts in order to devise and implement parking management solutions to meet the specific needs of parking impacts in the community parking district. Since the inception of the DCPD, the Centre City Development Corporation (CCDC) has managed to leverage parking meter revenue with property tax increment and other revenues in order to fulfill the mission of the DCPD.

Downtown encompasses several neighborhoods with varying parking issues. Those neighborhoods include Columbia, Cortez, Core, East Village, Gaslamp, Horton, Little Italy, and the Marina districts. Often, parking within downtown can have a spillover effect on neighboring communities such as Banker’s Hill, Logan Heights and Sherman Heights. Additionally, Downtown has several major regional attractions such as the San Diego Bay and waterfront, the Convention Center, Petco Park, the Historic Gaslamp Quarter restaurants and retail, and India Street restaurants and retail, which increase parking demand during specific times of the day or year.

To assist CCDC and provide community input on parking issues, CCDC in conjunction with Council District 2 established the Downtown Parking Management Group (DPMG) in 2004.

The DPMG is comprised of downtown residents, business owners, and community organizations familiar with downtown parking issues. This group provides valuable user input to CCDC on parking issues and recommends potential solutions to improve parking efficiency and revenues.

The Downtown Comprehensive Parking Plan (approved by Council in 2009) is a guiding document and implementation tool to address parking issues in downtown San Diego. Elements examined in the plan include parking supply and demand, policy requirements and management, potential infrastructure solutions, and other elements of parking.

The development of the Annual Plan for the DCPD is an opportunity for the parking district to specify its priorities and strategies, on a project level, for the next fiscal year and conform with Council Policy 100-18, the Downtown Comprehensive Parking Plan, Downtown Community Plan and community needs.

### *Centre City Development Corporation*

CCDC is the public non-profit corporation created by the City of San Diego to staff and implement Downtown redevelopment projects and programs. Formed in 1975, the corporation serves on behalf of the City and the former San Diego Redevelopment Agency (“Former Agency”) as the catalyst for public-private partnerships to facilitate redevelopment projects adopted pursuant to redevelopment law. In 1997 the City designated CCDC as the Downtown Community Parking District Advisory board to plan and perform the function as outlined in Council Policy 100-18. CCDC is overseen by a nine member Board of Directors, seven nominated by the Mayor and confirmed by the Council, one director appointed by the Council and one director appointed by the Mayor.

### *Council Policy 100-18*

Council Policy 100-18 governs the types of projects in which a Community Parking District can invest, including the following activities:





**SECTION TWO - FY 2012-13 PROGRAMS**

For the upcoming fiscal year CCDC has proposed the following projects for implementation in the 2012-13 fiscal year.

**Reserve for Debt Service on Existing Parking Facilities**



In 2000 the Former Agency constructed a 500-stall public parking facility, Park It On Market, located the corner of 6<sup>th</sup> Avenue and Market Street. Parking meter revenue was used to finance and pay the debt service for the facility. Additionally, parking meter revenue was pledged for future bond payments for a period of 25 years, in the event that net operating income was insufficient to cover the annual debt service of the garage. Annual debt service for the Park It on Market public parking facility is approximately \$962 thousand.



at

In 2004 the Former Agency completed construction of the 6th & K Parkade, containing 1,230 parking spaces, which was a public/private venture with 1,000 spaces servicing the public, and 230 below-grade spaces servicing the Omni Hotel. Parking meter revenue was used to finance and pay the debt service the facility. Additionally, parking meter revenue was pledged for future bond payments for a period of 25 years in the event that net operating income was insufficient to cover the annual debt service of the garage. Annual debt service on the 6th & K Parkade public parking facility is approximately \$1.5 million.



for

**TOTAL BUDGET**

Park It On Market	\$ 962,785
6 <sup>th</sup> & K Parkade	<u>\$1,519,600</u>
Total	\$2,482,785

**FUNDING SOURCES**

Parking Meter Revenue	\$2,482,385
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**Reserve for Public Parking Facility Operations**



In 2012 through a public/private partnership comprised of the Former Agency, the DCPD, and the developers of the Cedar Gateway affordable housing project, 26 stalls of public parking (one level of parking) was provided within the project. Parking meter revenue has been reserved to cover any shortfall in operation of the public parking facility.

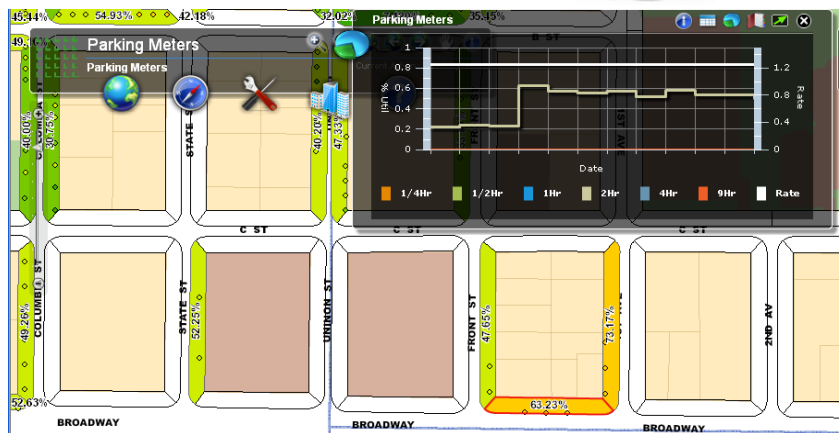
**TOTAL BUDGET**

Park It On Market \$ 100,000

**FUNDING SOURCES**

Parking Meter Revenue \$ 100,000

**Downtown GIS Parking Meter Software**



As part of the Downtown CPD’s ongoing management of the downtown parking meters, CCDC and its consultant POMAS, developed a Geographical Interface System (GIS) to help analyze parking meter revenue and utilization. This system allows the Downtown CPD to effectively manage the on-street parking and achieve the optimal 80% occupancy for on-street parking within

downtown. The system is used in the analysis of rate-setting and establishing appropriate time limits for parking meters in order to achieve the desired occupancy.

**TOTAL BUDGET**

GIS System \$ 50,000

**FUNDING SOURCES**

Parking Meter Revenue \$ 50,000

**Purchase and Installation of New Technology Parking Meters**



CCDC has worked with the City to transition from the older single-head single-space parking meters to the new technology Kiosk-style parking meter which accepts credit cards. The kiosk is a single station, typically serving an entire block thereby reducing sidewalk clutter and obstacles for pedestrians. To date, the Downtown CPD has purchased, and the City has installed, approximately 75 new technology meters downtown. During the upcoming fiscal year, CCDC would like to explore the option of purchasing additional new technology meters for downtown as well as explore alternative types of new technology meters.

**TOTAL BUDGET**

New Technology Meters      \$1,000,000

**FUNDING SOURCES**

Parking Meter Revenue      \$1,000,000

**Bicycle Mobility System**



CCDC continues to work with the City to implement the City’s Bicycle Master Plan in the downtown area through the use of street designations and provision of bicycle racks and other facilities. The City has recently installed “sharrow” markings on several streets downtown, and through the implementation of the Downtown Community Plan’s green streets program, additional bicycle friendly streets will be developed. The Downtown CPD will also be purchasing additional bicycle racks to be installed throughout downtown and will continue to explore the installation of “bicycle corrals” within streets. CCDC intends to work with the community planning groups to provide recommendations on specific locations for such corrals. CCDC will also work with the Downtown San Diego Partnership, the City of San Diego Planning Division and SANDAG in the

exploration of attracting a bicycle-sharing program to San Diego, focusing on downtown as the center of any such program. Encouraging bicycling, as an alternative to driving, greatly reduces the demand for parking within the parking district and alleviates the existing parking inventory.

**TOTAL BUDGET**

Bicycle Mobility System      \$ 2 00,000

**FUNDING SOURCES**

Parking Meter Revenue      \$ 200,000

**Downtown Circulation Plan/EIR**



The project includes the preparation of a Downtown Complete Streets Mobility Plan (including revisions to Downtown Community Plan’s Transportation Chapter) which will establish the number of desired vehicular lanes for each street in the Downtown Community Plan area, designate what type of bicycle facilities (bike lane, path, or sharrow) on specific streets consistent with the City Master Bicycle Plan, and provide a series of specific and optional street diagrams including lane widths, use of diagonal or parallel parking, bicycle corrals, widened sidewalks and pedestrian promenades. This “master plan” will allow for systematic implementation through capital improvement projects and installation concurrent with, and by, private developments. Concurrently with the development of this master plan, a traffic study will be conducted as part of a supplemental environmental impact report (SEIR) to the Downtown Community Plan’s Program FEIR to allow for subsequent implementation without additional CEQA reviews for each improvement project. Staff is currently working to obtain a grant through SANDAG to partially pay for the Downtown Complete Streets Mobility Plan.

<b>TOTAL BUDGET</b>	
Circulation Plan/EIR	\$ 800,000
<b>FUNDING SOURCES</b>	
Parking Meter Revenue	\$ 400,000
SANDAG Grant	<u>\$ 400,000</u>
Total	\$ 800,000

**Wayfinding System**



A new and updated Wayfinding System has been designed, including permit-ready construction drawings, to greatly improve vehicular and pedestrian wayfinding throughout downtown to facilitate easier and more efficient movements around downtown, maximize use of parking facilities, and minimize unnecessary internal vehicular movements, reducing congestion and increasing pedestrian safety. The types of signage to be included in this system are vehicular directional signs, gateway signs, kiosk signs, pedestrian directional signs and sidewalk compasses. The project proposes to install over 200 signs throughout the downtown parking district and each type of sign will share a similar color scheme, font and distinctive fin-type markings so that drivers and pedestrians will easily identify the various types of signs as being inter-related and interconnected.



<b>TOTAL BUDGET</b>	
Circulation Plan/EIR	\$1,600,000
<b>FUNDING SOURCES</b>	
Parking Meter Revenue	\$1,200,000
Garage Surplus Revenue	<u>\$ 400,000</u>
Total	\$1,600,000

**Electronic Parking Information System**



CCDC continues to explore options for introducing an electronic parking information system to direct and inform motorists of available parking facilities. Working with parking operators and owners of parking facilities, options will include electronic signage at key gateways into downtown and signage at entry points to major parking facilities. The information system will maximize the use of parking facilities and relieve on-street parking, facilitate more efficient movement, and minimize unnecessary internal vehicular movements, reducing congestion and increasing pedestrian safety.

**TOTAL BUDGET**

Parking Info System	\$ 200,000
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**FUNDING SOURCES**

Parking Meter Revenue	\$ 50,000
Garage Surplus Revenue	<u>\$ 150,000</u>
Total	\$ 200,000

**Downtown Shuttle**



CCDC, in conjunction with the Downtown San Diego Partnership, is exploring the idea of implementing a downtown circulator shuttle. The two organizations are funding a study to devise an implementation strategy that will explore possible funding sources for both the implementation and ongoing operations of the shuttle. In addition, the Port of San Diego is exploring a shuttle that would operate along the water front. During the upcoming fiscal year, CCDC intends to link the various proposals for shuttle services in downtown and to provide a framework for implementing the downtown circulator program. This program will potentially reduce the demand for parking on interior streets and surface lots by allowing visitors convenient and accessible mobility throughout downtown and encouraging them to park in the peripheries of the parking district or to use public transportation to travel downtown.

**TOTAL BUDGET**

Parking Info System	\$ 175,000
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**FUNDING SOURCES**

Parking Meter Revenue	\$ 125,000
Garage Surplus Revenue	<u>\$ 50,000</u>
Total	\$ 175,000

**Little Italy Parking Program**



The Little Italy neighborhood faces unique challenges regarding parking. India Street and the surrounding areas have seen a growth in businesses along that corridor. Restaurants and retail have established successful businesses within the neighborhood, but parking remains in short supply. The DCPD has implemented a community-based parking program in Little Italy through a contract with the Little Italy Association. This program includes several elements. The first facilitates the opening up of private parking for public use during the evening and weekend periods of peak retail demand. These lots will eventually consist of both private structure and surface facilities which, during such times, will offer two hours of free public parking. There are currently 3 such lots participating in the program and several others are being approached. Thus far this element of the program has resulted in an average of 243 additional cars parked per week since January, 2011. By opening up all of the identified surface lots in the area, an additional 644 spaces could be created. It would cost approximately \$27.7MM to build a structure to house this number of spaces. This program has also implemented a community valet service that is coordinated by one entity and has three drop-off points – India and Cedar, India and Date, and India and Fir. It allows patrons to quickly drive into the neighborhood, exit their vehicles and be on their way for a flat fee of \$7. Meanwhile their vehicle is efficiently cleared from the impacted area. As of August, 2010, this service has parked an average of 95 additional vehicles per week. The parking program proposes several other elements that will both add to the neighborhood’s parking inventory and relieve the demand on parking. Such proposals include maximizing on-street parking opportunities by re-striping spaces and converting parallel spaces to diagonal and diagonal spaces to perpendicular, relocating bus stops and creating new bus and taxi drop-off points, promoting the use of the Trolley for entrance and exit to Little Italy and encouraging bicycle use through the promotion of existing and new bike routes.

**TOTAL BUDGET**

Little Italy Parking Program \$ 410,000

**FUNDING SOURCES**

Parking Meter Revenue	\$ 300,000
LIA Program Revenue	<u>\$ 110,000</u>
Total	\$ 410,000



**Future Parking Garages**



The Fiscal Year 2012-13 budget contains a provision for the potential construction of parking facilities as outlined in the Downtown Community Plan and the Downtown Comprehensive Parking Plan. Both plans recommend the construction of new parking facilities to help relieve the parking impacts in downtown. The Downtown Community Plan specified that some new parking facilities be located under future park sites to efficiently use downtown land. CCDC is currently exploring two park sites in downtown that may include subterranean parking: 1) the East Village Green, which is envisioned on the blocks bound by 13<sup>th</sup> Street, 15<sup>th</sup> Street, F and G streets; and, 2) the St. Joseph’s Park, which is proposed on the block bound by Third Avenue, Fourth Avenue, Beech and Ash streets.

**TOTAL BUDGET**

Future Parking Garages	\$5,000,000
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**FUNDING SOURCES**

Parking Meter Revenue	\$5,000,000
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**Reconfigure Existing On-Street Parking**



The Fiscal Year 2012-13 budget includes provisions for funds as CCDC explores opportunities to reconfigure existing on-street parking. This would include the strategic conversion of parallel parking to angled parking or converting angled parking to perpendicular parking in targeted and appropriate locations, to increase the supply of parking on a given block face. An example of where this has been done previously is in the Marina District between 2<sup>nd</sup> and 3<sup>rd</sup> Avenues, as well as along Kettner Boulevard. This task may also include analyzing block faces for out-of-date uses such as abandoned or obsolete commercial zones or consolidating commercial zones in order to maximize parking on a given block face, thereby increasing the parking supply.

**TOTAL BUDGET**

Reconfigure Parking	\$ 750,000
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**FUNDING SOURCES**

Parking Meter Revenue	\$ 450,000
Garage Surplus Revenue	<u>\$ 300,000</u>
Total	\$ 750,000

**Pedestrian Improvements**



The Fiscal Year 2012-13 budget includes provisions for funds as CCDC explores opportunities to increase pedestrian safety. CCDC has installed new public sidewalks to eliminate tripping hazards and other unsafe conditions and to facilitate improved pedestrian safety adjacent to public street parking. Additionally, CCDC has installed bulb-outs at intersections to facilitate pedestrian mobility within the parking district. Encouraging pedestrian mobility greatly reduces the demand for parking within the parking district and alleviates existing parking inventory. This program would install additional bulb-outs on Island Avenue east of Bark Boulevard (6<sup>th</sup> Avenue to Park Boulevard has been previously completed) and in other targeted areas based on community input and needs.

**TOTAL BUDGET**

Pedestrian Improvements	\$ 700,000
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**FUNDING SOURCES**

Parking Meter Revenue	\$ 350,000
Garage Surplus Revenue	<u>\$ 350,000</u>
Total	\$ 700,000

**Extraordinary Landscape Improvements**



The Fiscal Year 2012-13 budget includes provisions for funds as CCDC explores opportunities to enhance pedestrian mobility. As part of the Downtown Community Plan implementation, a series of “green streets” will be enhanced with widened sidewalks and landscaping, including some pedestrian promenades that will encourage and facilitate pedestrian mobility throughout the downtown parking district. Encouraging walking, as an alternative to driving, greatly relieves the demand for parking within the parking district and alleviates existing parking inventory. Specific locations of proposed green streets are Island Avenue, E Street, Cedar Street, Union Street, 8<sup>th</sup> Avenue and 14<sup>th</sup> Street.

**TOTAL BUDGET**

Extraordinary Landscaping	\$ 700,000
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**FUNDING SOURCES**

Parking Meter Revenue	\$ 200,000
Garage Surplus Revenue	<u>\$ 500,000</u>
Total	\$ 700,000



**SECTION THREE - PROPOSED BUDGET**

**DOWNTOWN COMMUNITY PARKING DISTRICT**

Prepared by: Centre City Development Corp.

Fiscal Year 2012/2013 Budget

	Council Policy 100-18 Section(s)	Prior Year Balances	Proposed FY 13		Total Budget
			Parking Meter Revenue	Other Revenues	
<b>Revenues</b>					
Current Year Allocations:					
Current Year CDP Meter Allocation	B.2	9,000,000	2,000,000	-	11,000,000
Other Revenues: 6th & Market Garage	B.4.a	2,000,000	-	300,000	2,300,000
Other Revenues: 6th & K Garage	B.4.a	1,500,000	-	100,000	1,600,000
Other Revenues: LIA Parking Program	B.4.b/e	80,000	-	30,000	110,000
Other Revenues: SANDAG Grant		-	-	400,000	400,000
		<u>12,580,000</u>	<u>2,000,000</u>	<u>830,000</u>	<u>15,410,000</u>
<b>Expenditures</b>					
Reserve for Debt Service on Garages					
6th & K Parkade	C.2.a	1,519,600	-	-	1,519,600
Park It on Market (6th & Market)	C.2.a	962,785	-	-	962,785
Total Reserve for Debt Service		2,482,385	-	-	2,482,385
Parking District Administration		-	300,000	150,000	450,000
Parking Meter GIS System	C.2.b	-	50,000	-	50,000
Purchase & Installation of New Meters	C.4	1,000,000	-	-	1,000,000
Downtown Circulation Plan/EIR	C.2.b/c/e/h	-	400,000	400,000	800,000
Bicycle Mobility/Rack Purchase & Installation	C.2.e/h	-	200,000	-	200,000
Way Finding Systems	C.2.c	1,600,000	-	-	1,600,000
Electronic Parking Info System	C.2.c	-	50,000	150,000	200,000
Future Parking Garage	C.2.a	5,000,000	-	-	5,000,000
Reserve for Cedar Gateway Garage Operations	C.2.a	-	100,000	-	100,000
Little Italy Parking Program	C.2.a/b/f/g/h	80,000	300,000	30,000	410,000
Downtown Shuttle Program	C.2.d/e	50,000	75,000	50,000	175,000
Reconfigure Existing On-Street Parking	C.2.b	575,000	175,000	-	750,000
Pedestrian Improvements	C.2.h	575,000	125,000	-	700,000
Extraordinary Landscape Improvements	C.2.f/h	575,000	125,000	-	700,000
Operating Contingency (5% of Annual Budget)		642,615	100,000	50,000	792,615
Total Expenditures		<u>12,580,000</u>	<u>2,000,000</u>	<u>830,000</u>	<u>15,410,000</u>

Note: Restrictions on Use of Parking Meter Revenue: Funds provided by the City to Civic San Diego 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 Successor 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.

## SECTION FOUR - ACCOMPLISHMENTS

Since the inception of the DCPD in 1997, CCDC has contributed to the development of 2,000 new downtown public parking spaces. 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 Seventh Avenue & Market Street) and a temporary 75-space public surface parking lot (at 11<sup>th</sup> Avenue & Market Street) were created. In a joint public/private development at the former Walker Scott site on Broadway, 270 public parking spaces have been created. The 1,230-space public/private 6<sup>th</sup> and K Parkade opened to the public in August 2004. CCDC 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 Wayfinding 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 CCDC and is being implemented at CCDC.
- 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 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.
- Worked with City staff to fund the acquisition of 125 New Technology Meters and installed throughout downtown.
- Have 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 Former 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 Former 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 serve 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 Former 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 service. To date, approximately \$3.7 million in Parking District funds have been spent for the design and construction costs, as well as to service the debt. For Fiscal Year 2009, \$1.5 million of Parking District funds are being pledged for debt service.
- Through a public/private partnership developed the Cedar Gateway Affordable Housing project which includes one level (26 stalls) of public parking for the Cortez Neighborhood.
- Developed a GIS to map and provide utilization estimates in order to manage the existing on-street parking regulated by meters.
- Developing the CCDC website ([www.ccdc.com](http://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 it 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. The universal valet program has operated Thursday through Sunday nights since mid-2010. So far this year, the program has moved a total of 5,323 cars off the street, generating \$37,268 in revenue. The weekend parking program allows for 2 hours free parking, charging \$2 per hour thereafter. So far this year, the program has generated \$2,729 in income and moved 10,737 cars.

Community Parking District Annual Plan FY2013  
**Uptown Community Parking District**  
*(Clarifying City staff notes are highlighted)*

Community input is obtained and incorporated into the management of the District by public workshops and parking committee meetings specific to each of the four neighborhoods within Uptown.

The overall Uptown Community Parking District program concept addresses parking inventory/supply, uniformity of parking allocation, traffic circulation, public information, public transit and comprehensive system management.

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 Uptown Community Parking District shall not conduct construction, repair, maintenance, alteration, or improvement of a proposed project unless written notice to proceed is obtained from the City. In addition, Uptown Community Parking District acknowledges that the City reserves its full discretion to delete any of the proposed projects set forth below.

Specific recommendations for improvements and activities (subject to any required environmental or regulatory clearance or approval processes) include the following:

**INCREASING PARKING SUPPLY**

Proposed actions to increase the parking supply (this may include the acquisition of land, project design, financing, construction, and/or operation of public parking facilities)

**Self-Parking (Implemented By City Staff)**

**Hillcrest**

- Meter upgrade/ curb sensors pilot. This number is based on the purchase of new equipment in previous years and the number reflects the priority of these improvements amongst the other projects.

**Mission Hills**

- Review parking meters additional placement or removal. Establish three additional multi-pay station meters at: Goldfinch East Side between W. Washington & Ft. Stockton, Ft. Stockton North side, from Goldfinch to Hawk St., W. Washington South side from Goldfinch to Falcon St. Research meters for ease of operations and GPS availability.

**Valet-parking** (Implemented by UCPD [via City permit process](#))

**Mission Hills**

- Study and incorporate three additional Valet Parking and Curb-side pick-up locations sites within the district. Tentatively locations are: Goldfinch & Ft. Stockton, W. Washington at Albatross, W. Washington at Hawk.

**Five Points**

- Valet program to shuttle people to and from International Restaurant Row to an off-site parking lot(s).

**On-street parking** (Implemented by City staff but initial review conducted by UCPD)

**Hillcrest**

- Normal St. Median/Park Improvements. This item proposed to convert the existing median between Blaine Ave. and Lincoln Ave. to parking. This item builds upon the previous work to construct parking in that same median however, it is subject to finalization of the Community Plan Update and/or the final plans for the proposed linear park in the same block and any issues arising from the DMV project. Funding allocated is anticipated to be the Uptown Community Parking District contribution to the project.

**Mission Hills**

- Review areas for restriping and make recommendations to the City. Also identify unnecessary curb cuts and repair. i.e. Goldfinch mid-block west side, Hawk St West side, 2 additional sites.

**Surface parking** (Implemented by UCPD)

**Hillcrest/Mission Hills**

- IBEW Lot Development. These funds are needed to make parking ready for evening use. The funds will pay for lighting, signage, clean up and other infrastructure as needed.

**Structured parking lots** (Implemented by UCPD)

**Hillcrest**

- Parking structure research and initiative. For many years the Hillcrest community has expressed a desire to investigate constructing a parking building in Hillcrest. Previous studies have revealed that parking structures are not financially feasible without subsidy. This is funding for an updated analysis of finding alternative financing sources for a new parking structure in Hillcrest. It is envisioned that this analysis would focus on the benefits of a public/private partnership and mixed use structure. The number is based on the cost of previous studies of this nature.

**MANAGING PARKING INVENTORY**

Other proposed actions to enhance management of the existing parking inventory, including such measures as, but not limited to,

**Parking evaluations** (Implemented by UCPD)

**Mission Hills**

- Planning studies that result in action plan implementation which is a collaboration of City Staff and MH Parking Committee.

**Suggested Reconfiguration of existing on-street parking inventory**

(Initial survey to be conducted by Uptown staff and/or volunteers with recommendations to be submitted to City staff for review. City review shall include consultation with SANDAG staff for possible conflicts with the Uptown Regional Bike Corridor Project and consultation with Planning staff for possible conflicts or overlap with the Community Plan Update. Only those recommendations which do not create a conflict or overlap shall be considered for approval and implementation by City. However, in general no changes are feasible at this time for 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> Avenues.

Please note that potential locations for review as listed below, were included by the Bankers Hill committee in this document without considering feasibility, in order to be respectful of community input and to be transparent in reflecting the input received. (Implemented by City staff but initial review conducted by UCPD-)

**Bankers Hill**

- Area under review is generally between I-5 and Upas Street, Reynard Way and 6th Avenue unless otherwise noted.
- Community survey of existing parking and collaboration with City to recommend reconfiguration of existing on-street parking/ curb cut removal and identify locations for adding angle parking or other parking. Potential locations requested by community members for review include:
  - On both Fourth and Fifth Avenues, convert alternating blocks to angle parking. Convert west side of the block to angle parking for one-block, and then convert the east side of the adjacent block to angle parking. Repeat this process the length of Fourth and Fifth Avenues through Bankers Hill.  
Council Policy 100-18 (CP) sections: C.2.a/b
  - Remove one-traffic lane on Fourth Avenue to add angle parking.  
CP sections: C.2.a/h
  - Along Sixth Avenue, add angle parking along the east side of the Avenue, and narrow the Avenue one-lane in each direction. Add center left turn lane. In the long-term, add parking meters.  
CP sections: C.2.a/b and C.4
  - Add angle parking to one-side of First Avenue. Leave parallel parking on the other

side. This will help calm traffic on First Avenue and will increase the parking supply.  
CP sections: C.2.a/b and C.4

- Survey painted curbs to evaluate and update red, blue, yellow and white curbs.  
CP section: C.2.b
- Add motorcycle / scooter / moped parking.  
CP sections: C.2.a/b/h

### **Hillcrest**

- Survey opportunities for angle parking and work with the City to recommend reconfiguration of existing on-street parking. This is an estimate based on previous outreach work performed by a consultant. Though it is anticipated that a large number of diagonal parking spaces may be installed it is not possible to know the cost per realignment or the related improvements that may be needed (such as installation of pop-outs, sidewalk replacement or etcetera) until the survey is complete (1.3). It is not practical to expect that all the realignments will occur in FY 2013 so this number is an estimate. CP sections: C.2.a/b
- Review and removal redundant colored curbs/ curb cuts. Though it is anticipated that a large number of curb cuts will have to be removed it is not possible to know the cost of each curb cut or the number required until the review is completed (1.1). It is not practical to expect that all the curb cuts will be removed in FY 2013 so this number is an estimate based on previous construction work and reflects the priority of this construction amongst the other projects. If this figure is insufficient to cover the removal of all redundant curb cuts then the remaining curb renovations will occur in future years.
- Investigate smart car infrastructure options. This proposal will examine the feasibility of installing smaller smart car parking spaces at key places throughout the neighborhood. These funds will be used to study the feasibility of this idea and possibly install these spaces.

### **Mission Hills**

- Reconfiguration of on-street parking inventory. Review and establish areas that are underutilized. Establish Scooter/Motorcycle parking on Goldfinch North of Ft. Stockton.
- Identify unnecessary curb cuts and repair. i.e. Goldfinch mid-block west side, Hawk Street west side and two additional sites.

### **Employee parking programs (Implemented by UCPD)**

#### **Mission Hills**

- Review parking solutions for employees, may be lot rental, valet parking option which will be budgeted under Valet parking and overseen by MHBID.

### **Enforcement, and/or mitigation of any adverse effects resulting from the implementation of**



such program(s). (Implemented by City staff)

## **MANAGING PARKING DEMAND AND ENHANCING UTILIZATION**

**Changes to parking meter rates, hours of meter enforcement, parking meter time limits, and additions or removals of parking meters** – (Implemented by City staff)

### **Bankers Hill**

- The area to survey for this treatment is bounded by Upas Street on the north, Hwy-5 on the south, Reynard Way on the west, and Sixth Avenue on the east.
- **Conduct** variable meter pricing study and **make recommendations to City staff for possible implementation**  
CP section:C.4
- **Identify potential locations for metered parking** ~~Add parking meters~~ to better manage available parking spaces **and make recommendation to City staff for possible implementation.**  
CP sections: C.4

### **Hillcrest**

- Normal St. lowered meter pilot program. These resources will be used to pay for revised signage in the area that reflects the lowered rates. CP section: C.4

### **Mission Hills**

- Collaborate with City to enforce parking meters and 2 hour parking zones.
- Make recommendations on changing meter rates. CP section: C.4

**Establishment or removal of time limited parking areas** ~~in~~ (Implemented by City staff)

### **Mission Hills –**

- Identify 2 hour parking sites and make recommendations to the City

**Provision of mobility information such as signing, marketing, and communicating the location, availability, cost, etc. of district-wide parking options.** (Implemented by UCPD)

### **Bankers Hill**

- Wayfinding system. This system would help direct people to available parking areas as well as point to places of interest in Bankers Hill.

### **Hillcrest**

- Wayfinding system. The existing signs are damaged, not visible at night and need replacing. This number includes hiring a design company to design a way finding system that works, replacing the signs and adding solar powered lights.
- Universal Validation Program. Implement a system where businesses supply validation

patrons parking in participating lots. As technology becomes available, on street validation will be supplied for those who park along metered zones.

### **5 Points**

- Wayfinding system. This system would direct people from locations like Old Town and off of Sassafras Street to International Restaurant Row

### **Any recommendations or plans for providing funding for community shuttles within the boundaries of the Community Parking District. (Implemented by UCPD)**

#### **Bankers Hill**

- Implement a tram or shuttle circulating system for Bankers Hill. The area to survey for this treatment is bounded by Upas Street on the north, Hwy-5 on the south, Reynard Way on the west, and Sixth Avenue on the east. CP sections: C.2.d/e

#### **Hillcrest**

- A goal of the neighborhood has been to create a local shuttle that will connect parking reservoirs to shopping areas of the neighborhood in order to lessen the impact of business activity on existing public parking supply. This figure was based on estimates provided by shuttle operators. CP sections: C.2.d/e

#### **Mission Hills**

- Any recommendations or plans for providing funding for community shuttles within the boundaries of Mission Hills CP sections: C.2.d/e

### **Recommended actions to promote alternative forms of transportation to reduce parking demand (e.g., community shuttles, public transit, bicycling, and walking) (Implemented by UCPD)**

#### **Bankers Hill**

- Area under review is generally between I-5 and Upas Street, Reynard Way and 6th Avenue unless otherwise noted.
- Support the San Diego Trolley / streetcar extension between Centre City and Hillcrest via Bankers Hill. CP sections: C.2.e
- Facilitate community input and conduct research as needed in order to collaborate with SANDAG on finalizing the concepts for the Bankers Hill area of the San Diego Regional Bicycle Plan.
- ~~To the extent that proposed projects are not in conflict with the SANDAG San Diego Regional Bicycle Plan, i~~ Identify and recommend locations for improvements such as those listed below.

An initial survey or analysis would be conducted by Uptown staff and/or volunteers with recommendations to be submitted to City staff for review. City review shall include consultation with SANDAG staff for possible conflicts with the Uptown Regional Bike Corridor Project and consultation with Planning staff for possible conflicts or overlap

with the Community Plan Update. Only those recommendations which do not create a conflict or overlap shall be considered for approval and implementation by City. However, in general no changes are feasible at this time for 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> Avenues.

Please note that potential locations for review as listed below, were included by the Bankers Hill committee in this document without considering feasibility, in order to be respectful of community input and to be transparent in reflecting the input received.)

- Adding bicycle ovals to parking meters. CP sections: c.2.e/h
- Adding bicycle racks. CP sections: c.2.e/h
- Adding bicycle corrals. CP sections: c.2.e/h
- Possibly adding bicycle lanes including on First Avenue per the adopted Bicycle Plan for San Diego CP sections: c.2.e/h
- Possibly adding a Cycle Track (Bike Way) along 6th Avenue. Reduce 6th Ave to 2 lanes with center Turn Lane. Construct Cycle Track on south side. Also Construct Pedestrian crosswalks at each intersection. CP sections: c.2.e/h
- Possibly adding a one-way bike lane. Increase pedestrian crossing opportunities. CP sections: C.2.e/h

- ~~To the extent that proposed projects are not in conflict with SANDAG or City projects or standards,~~ identify and recommend locations for improvements such as those listed below.

An Initial survey or analysis would be conducted by Uptown staff and/or volunteers with recommendations to be submitted to City staff for review. City review shall include consultation with SANDAG staff for possible conflicts with the Uptown Regional Bike Corridor Project and consultation with Planning staff for possible conflicts or overlap with the Community Plan Update. Only those recommendations which do not create a conflict or overlap shall be considered for approval and implementation by City. However, in general no changes are feasible at this time for 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> Avenues.

Please note that potential locations for review as listed below, were included by the Bankers Hill committee in this document without considering feasibility, in order to be respectful of community input and to be transparent in reflecting the input received.)  
such as:

- Possibly adding a stop sign at the intersection of First Avenue and Ivy Street. CP section: C.2.h
- Analyze the possibility of adding Stop signs and traffic signals on Fourth, Fifth and Sixth Avenues. CP section: C.2.h
- Analyze the possibility of rearranging the stop signs on Second Avenue to make increase-enhance safety for north-south travelers. Currently, at certain intersections, cross traffic does not stop. CP section: C.2.h
- Analyze the possibility of adding painted bulb outs. CP sections: C.2.e/h
- Analyze the possibility of adding a sidewalk on the west side of Fourth Avenue between Palm and Spruce Streets. CP sections: C.2.e/h

- Analyze the possibility of adding painted crosswalks on Sixth Avenue that correspond with newly added curb cuts. CP sections: C.2.e/h
- Analyze the possibility of upgrading crosswalks by adding painted “zebra stripe” pattern to increase visibility. CP sections: C.2.e/h
- Analyze the possibility of adding a Stop sign on Fifth Avenue either at Ivy or Juniper Streets to slow speeding traffic. CP section: C.2.h
- Analyze the possibility of adding a Stop sign at First Avenue and Juniper Street, and another along First Avenue and a to be determined cross street two or three-blocks north of the Maple Canyon bridge. CP sections: C.2.h
- Add countdown timers. CP sections: C.2.e/h
- Add better lighting for pedestrian routes; preferably solar powered. CP sections: C.2.e/h
- Along Sixth Avenue, recommend the addition of stop signs and install painted cross walks. Reduce the legal speed limit on Sixth Avenue by five-miles per hour. Slow down the traffic in Bankers Hill. CP sections: C.2.e/h

### **Hillcrest**

- There are many elements of a bicycle friendly neighborhood. In FY2012 the UCPD implemented a pilot bicycle corral program. These funds will expand that program and will implement other elements of a bicycle friendly business district such as new “sharrow” markings, bicycle racks or a bicycle rideshare program. CP sections: c.2.e/h
- Streetcar study and investment (Park Blvd extension/ Sixth Ave. corridor). There has been very little information concerning the outcome of the project that had been previously budgeted. There is concern in Hillcrest that this project will not be completed in a way that satisfies the goals of the neighborhood. This project is included in a future budget so that it can be completed in a way that meets the goals of the neighborhood. This number is an estimate based on previous studies of this type. CP sections: C.2.e

### **Mission Hills**

- Add a bicycle corral at curb-pop out on Goldfinch between Ft. Stockton and W. Washington. CP sections: c.2.e/h

## **OTHER IMPROVEMENTS OR ACTIVITIES**

***Providing for extraordinary maintenance and landscaping activities associated with or required by any of the activities listed above. (Implemented by UCPD)***

### **Hillcrest**

- There are many examples of programs that would require maintenance agreements in order to be implemented. For example the bicycle corral program requires a local agency to pay to clean the corrals. This number is an estimate of what may be required for projects and is based on other cleaning contracts that are in effect in the neighborhood.

### **Mission Hills**

- Provide for extraordinary maintenance and landscaping activities associated with or required by any of the activities listed above. Collaborate with City to identify appropriate natural barriers for pedestrian safety to facilitate walking and reduce parking demand and associated traffic.

**Any other relevant matters pertaining to the effective management of parking demand within the District (Implemented by UCPD)**

**Mission Hills**

- Review striping or needed enhancements for parking ease and pedestrian safety. Conducive to MH CBO's recommendations and would be in collaboration with City engineering. The intersections would include Goldfinch and Ft. Stockton, Ft. Stockton and Hawk, W. Washington and Albatross, Goldfinch and W. Washington.



**Community Parking District Annual Plan**  
*Mid City Community Parking District*  
FY2013

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 online newsletters with 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 improvements and activities (subject to any required environmental or regulatory clearance or approval processes) include the following:

**Increasing Parking Supply**

Proposed actions to increase the parking supply (this may include the acquisition of land, project design, financing, construction, and/or operation of public parking facilities)

**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
    - Evaluate street widths and curb cut locations to determine which streets can accommodate parking adjustments
    - Solicit support from adjacent residents and property owners by conducting community meetings and surveys.
  - 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 has been 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. The timing of these projects is dependent upon approval from the City. The goal is to convert three additional blocks to angled parking by the end of FY2013.
- City crews will install the head-in parking after the Mid-City Community Parking District designs and gains approval for the particular sites.

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

### **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. The continuation of these activities and associated projects east of Route 15 on El Cajon Boulevard will be funded by the Mid-City Community Parking District.
- Evaluate the need for additional meters along the major commercial corridors (Adams Avenue, El Cajon Boulevard, College Avenue, Montezuma Road, 30<sup>th</sup> Street, Park Boulevard and University Avenue).
- Identify appropriate locations, if any, for installation of time-limited and/or metered parking and coordinate community outreach to advise the 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 and other locations as requested.
- Mid-City Community Parking District will use existing utilization studies in addition to contracting to update existing conditions. Mid-City Community Parking District staff will outreach to business and property owners to gain approval for the particular sites and pay permit fees. City crews will paint curbs, install signs and install meters using City and Mid-City Community Parking District funds.

### **Traffic Calming Assessment**

- Identify and recommend locations for use of traffic calming measures to facilitate parking and walking 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**

- Collaborate with City for preferred crosswalk treatment to facilitate parking and walking at these locations: College Ave at Montezuma and El Cajon Blvd at Euclid Ave. Other potential locations are on El Cajon Boulevard at 51st St; 30<sup>th</sup> Street at Upas St; and Montezuma Ave in the College area. Locations will be selected based on traffic conditions, past studies and safety concerns.

### **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 begin in 2012, with the route scheduled to open in 2014. The BRT service will run from Downtown San Diego to SDSU. It will serve the Park Boulevard and El Cajon Boulevard sections of the Mid-City

Community Parking District. The Contractor will continue to meet with MTS and SANDAG during the design phase and construction phases of the project to provide input regarding impacts on parking in the area with an emphasis on minimizing the number of on-street parking lost through the construction of the new stations.

- Transit route information will be advertised through the districts websites.
- Meet with and engage SANDAG and MTS as needed to better understand their approaches to transit service and advocate for enhancements as warranted.

### **Bike Parking**

- Bike corral projects will be installed on El Cajon Boulevard, 30<sup>th</sup> Street and, 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. Racks and other equipment will be purchased by the Mid-City Community Parking District and City staff will install the corrals.

### **Public Right of Way Improvements**

- The Contractor will install projects based on recommendations from the Traffic Calming study that will be conducted this year. Improvements to right-of-way conditions will facilitate the movement of pedestrian, bicycle and automotive activity to reduce the need for the public to move cars and park in multiple locations as part of one trip within the parking impact zones within the district. Methods may include the use of lane adjustments, parking and transit strategies, and other potential public improvement projects to enhance mobility.
- Funding for the project will come from the Mid-City Community Parking District budget. City crews will be used to implement projects

### **Other Improvements or Activities**

#### **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 10 new parking meters in FY2013. 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 and Adams Avenue will be based on a previously-completed Parking Utilization Study and future door to door surveys.
- The new meters will be installed by the City.



### **Outreach/Promotion**

- **Websites**- Create and maintain parking-related webpage at [http://theboulevard.org/Parking\\_projects.htm](http://theboulevard.org/Parking_projects.htm) Project updates, plans and parking maps will be included. 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.
- **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 surveys are completed. Funding for the project will come from the Mid-City Community Parking District budget.

UNIVERSITY HEIGHTS COMMUNITY PARKING DISTRICT

# Annual Plan

FY2013

The University Heights Community Parking District (UHCPD) has been working to increase the parking supply within the commercial heart of the District. In FY 2012 it completed an update to the 2002 parking utilization and turnover plan which further identified opportunities for increasing and better managing the parking supply in University Heights..

For FY2013, The University Heights will be implementing the findings of this study with the goal, over the next two years, of adding up to 125 additional parking spaces in University Heights.

**Community input is obtained and incorporated into the management of the District** by outreach to businesses, residents, and local community organizations: e.g. North Park Planning Public Facilities Subcommittee, Uptown Planners Public Facilities Subcommittee, University Heights Community Association, Hillcrest Town Council, Uptown Partnership, Birney Elementary School, and the City's Parking Advisory Board through attendance at meetings, disseminating information and sharing solutions in like situations. Given the UHCPD's work program for 2013, community residents and businesses in impacted zones will be surveyed to solicit their degree of support for proposed changes to on-street parking.

**Describe overall CPD program concept and how this addresses the District's parking issues** The UHCPD program is based on improving the parking supply along and near the commercial corridor, achieving a comfortable experience for both residents and visitors, and avoiding conflicts to parking needs on adjacent streets by increasing parking and managing existing spaces to create the maximum benefit to the area.

Specific recommendations for improvement and activities include the following:

### **Increasing Parking Supply**

The UHCPD is looking to develop up to 125 additional parking spaces within the District, mostly as a result of the conversion of parallel and angled parking to head-in (90 degree) parking on streets with low volumes of through traffic. We are proposing to begin with projects on Adams Avenue west of Park Boulevard and the block of North Avenue between Meade and Monroe Avenues.

- **on-street parking** – Phase I of our Mobility Study recommended a center median with angled parking on North Ave. along its entire length from

Meade to Adams Avenues. When the concept was brought up in a community meeting, a number of issues were raised that suggested further community-based work was needed. We have followed-up on this by selecting a pilot block—Meade to Monroe Avenues—and then commissioning a survey of residents of that block to better learn about the range of opinions and perspectives that residents have. We have since determined that a head-in parking proposal would be the simplest to implement and produce the fewest community impacts, all while providing additional parking spaces.

We are also proposing to convert angled parking on the north side of Adams Avenue west of Park Boulevard to head-in parking, as this location would provide immediate benefits to the commercial core of the District with minimal direct impacts to residents.

- **valet-parking** The District is not pursuing valet options in short-term. Business owners have had generally poor response to pilot valet programs in the past, and our membership has not been requesting further action.
- **surface parking** – The District is not pursuing additional surface parking at this time. Should developers propose major investments for the zone, we will revisit the possibility of creating shared or in-lieu parking.
- **structured parking lots** – There are no parking structures in our CPD nor conveniently close (North Park’s is the closest) to benefit our area. This would not be a viable option for our CPD unless new development allocates additional spaces for public parking.

### **Managing Parking Inventory**

The UHCPD has completed an update to its parking utilization studies so as to have an accurate picture of parking demand in the commercial core of University Heights. We will be implementing the findings of this study over the next year; we do not as a result anticipate conducting further evaluations of parking until we have progressed through the implementation of study recommendations.

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

- **Changes to parking meter rates, hours of meter enforcement, parking meter time limits, and additions or removals of parking meters** – We are proposing to replace parking meter heads on a number of parking meters that legally are within the district but whose revenues have been

erroneously credited to another Community Parking District. We are also awaiting Council action on the Mayor's proposals for changes to parking meter time limits, rates, and hours of enforcement, and will propose changes as appropriate.

- **Establishment or removal of time limited parking areas** – Our Parking District will be reviewing the findings of the recently completed update to our Parking Utilization and Turnover Study and will be proposing modifications to time-limited parking as per the Study's recommendations.
- **Implementation of valet parking fees, residential or shopper permit parking fees, and in-lieu fees**– This is not a viable option for our CPD but we will have information on hand to assist businesses.
- **Provision of mobility information such as signing, marketing, and communicating the location, availability, cost, etc. of district-wide parking options.** This is not currently applicable to our CPD.
- **Any recommendations or plans for providing funding for community shuttles within the boundaries of the Community Parking District** – The UHCPD is not currently pursuing any plans for such a shuttle; however, we will provide the opportunity to disseminate information on private shuttles.
- **Recommended actions to promote alternative forms of transportation to reduce parking demand (e.g., community shuttles, public transit, bicycling, and walking).** We have implemented bike lanes within the community and hope to seek out other locations; we are hopeful that updated Community Plans will include additional bicycle infrastructure. We hope to improve walking by providing more highly visible crossing areas and hope to work with the City to identify crosswalks that would benefit from Pedestrian Countdown Indicators. We are in favor of improvements to public transit but are concerned that the Mid-City Rapid Bus Program as being planned may cause unacceptable impacts to pedestrians and businesses for reasons that by themselves may not improve the transit experience or number of transit riders. We will be collaborating with other stakeholders to review these plans and provide feedback as appropriate. As noted previously, we will support efforts to introduce private shuttles as needed; e.g. Smart Carts, Inc.

#### **Other Improvements or Activities**

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

- **Providing for extraordinary maintenance and landscaping activities associated with or required by any of the activities listed above** – Since we have a Maintenance Assessment District (MAD) in the commercial corridor from Meade on Park Blvd. to Florida on Adams, we are able to provide several days a week of maintenance and additional enhancements as funding allows each year. This applies to the parkway right-of-way areas, trash containers, sidewalks, street sign, lighting and succulent garden on Adams Ave. between Park Blvd. & North Ave.
- **Providing for extraordinary security activities associated with or required by any of the activities listed above** – This is not a viable option for our District to fund; it would have to be done by the individual businesses in the area. Most problems have surfaced surrounding the bars open until 2 a.m.
- **Any other relevant matters pertaining to the effective management of parking demand within the District** - Now that the City has conducted a pilot head-in parking program on Kansas Street, standards for the conversion of parking to head-in should be established in collaboration with the Community Parking Districts . Community Parking Districts should be accorded greater weight as decision makers within their boundaries with assistance from the City on the appropriate implementation of requested recommendations, changes, and evaluations as needed where a District's funding is limited. The District's policy is to optimize parking in the commercial district for commercial purposes and to optimize parking in residential zones for the benefit of residents.

Sample FY2012 MOU  
with  
Centre City Development Corporation (CCDC)

For FY2013 the actual contract document will be determined pending Council actions regarding the name and role change from CCDC to Civic San Diego.

DUPLICATE

FISCAL YEAR 2012 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE CITY OF SAN DIEGO AND CENTRE CITY DEVELOPMENT CORPORATION  
REGARDING THE DOWNTOWN COMMUNITY PARKING DISTRICT

NOV 15 2011  
This Memorandum of Understanding regarding the administration of the Downtown Community Parking District Program [MOU] is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between the City of San Diego, a municipal corporation [City] and the Centre City Development Corporation, a non-profit public benefit corporation [CCDC], acting as the Downtown Community Parking District Advisory Board [Downtown CPD Advisory Board] (individually referenced as "Party" and collectively as "Parties").

RECITALS

A. COUNCIL POLICY ON PARKING METER REVENUE

WHEREAS, the Council of the City of San Diego [Council] adopted Resolution No. R-288408 on March 4, 1997, which established City Council Policy 100-18, the Parking Meter Revenue Allocation and Expenditure Policy [Policy]; and

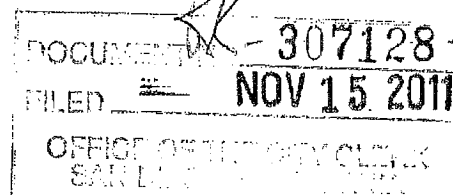
WHEREAS, the Council adopted Resolution No. R-289520 on December 2, 1997, designating the Centre City Development Corporation as the advisory board for the District 1 (Downtown) Parking Meter District [Downtown CPD] and allocating parking meter funds to the Downtown CPD; and

WHEREAS, pursuant to this same resolution, the Council approved the allocation of 45 percent of parking meter revenues to the Downtown CPD, subject to the City Council's annual appropriation, for a period of twenty-five years beyond Fiscal Year 2001, to facilitate bond financing for the development of public parking facilities; and

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

WHEREAS, the Council adopted Resolution No. R-299836 on November 15, 2004, which among other updates, amended the Policy by changing Parking Meter Districts to Community Parking Districts; and

WHEREAS, the Council adopted Resolution R-306676 on March 18, 2011, which among other updates, amended the Policy by changing the methodology used to determine the revenue available to be allocated to the Community Parking Districts from gross to net parking meter revenue; and



WHEREAS, under this revised Policy, 45 percent of the net parking meter revenues generated by the City of San Diego is allocated to designated Community Parking Districts to address parking and parking-related improvements in those areas; and

**B. THREE DOWNTOWN PUBLIC PARKING FACILITIES**

WHEREAS, pursuant to Ordinance No. O-18688 adopted on September 27, 1999, the Council authorized the City to execute a Parking Structure Operating Agreement with the Redevelopment Agency of the City of San Diego [Operating Agreement] (filed in the office of the City Clerk as Document OO-18688-1 dated August 1, 1999), under which the City assumed responsibility to manage certain public parking facilities in the Centre City Redevelopment Project Area including the Park It On Market parking facility [Park It On Market] (located at 6<sup>th</sup> & Market) and to remit the net operating revenue from these facilities to the Redevelopment Agency of the City of San Diego [Agency] on a quarterly basis to be used for bond debt service financing these facilities; and

WHEREAS, pursuant to the terms and conditions of the Operating Agreement, the Agency's interests and rights to public parking facilities included within the Operating Agreement shall vest in the City upon termination of the Operating Agreement and payment in full of bond debt service related to such facilities;

WHEREAS, pursuant to this same ordinance, the Council authorized the City to execute a Parking Management Agreement with Ace Parking Management, Inc. [Ace] for the operation of Park It On Market for a period of 15 years (filed in the office of the City Clerk as Document No. OO-18688-2); and

WHEREAS, the Operating Agreement between City and Agency dated August 1, 1999, was amended by that certain First Amendment to Parking Structure Operating Agreement dated January 1, 2003; and

WHEREAS, pursuant to Ordinance No. 19131 adopted on December 9, 2002, the Council authorized the City to execute the First Amendment to Parking Structure Agreement (filed in the office of the City Clerk as Document No. OO-19131), which added the 6<sup>th</sup> and K Parkade to that certain Parking Structure Agreement such that the City assumed responsibility from the Agency for its management and operation; and

WHEREAS, pursuant to Resolution No. R-299520 adopted on August 2, 2004, the Council authorized the City to execute a Parking Management Agreement with Ace for the operation of the 6<sup>th</sup> & K Parkade for a period of 5 years (filed in the office of the City Clerk as Document No. RR-299520); and

WHEREAS, pursuant to Ordinance No. O-19890 adopted on July 31, 2009, the Council authorized the City to execute the First Amendment to the Parking Management Agreement with Ace (filed in the office of the City Clerk as Document No. OO-19890) to exercise a five-year extension of that certain Parking Management Agreement for the management of the 6<sup>th</sup> and K Parkade; and



WHEREAS, pursuant to a quitclaim deed recorded on March 16, 2011, the Agency transferred to the City fee title ownership of the Cedar Gateway site including, but not limited to, 26 public parking spaces at the site (which public parking spaces shall be hereafter referred to as "Cedar Gateway Parking Facility"); and

WHEREAS, pursuant to Ordinance No. O-306680, all other assets and obligations related to the ownership and operation of the Cedar Gateway site were transferred by the Agency to the City pursuant to the "First Agreement Regarding General Assignment, Assignment Of Accounts Receivable And Other Assets, And Assignment And Assumption Of Contracts And Other Items By And Between The City Of San Diego And The Redevelopment Agency Of The City Of San Diego" (filed in the office of the City Clerk as Document No. RR-306680) effective as of March 16, 2011 [Master Assignment Agreement]; and

WHEREAS, similar to CCDC's role in relation to the City relating to Park It On Market and the 6<sup>th</sup> and K Parkade, the City desires to have CCDC act as the City's agent in the day-to-day administration of the public parking spaces at the Cedar Gateway Parking Facility; and

### **C. CCDC'S OFFICIAL ROLE IN DOWNTOWN PARKING-RELATED MATTERS**

WHEREAS, pursuant to the Operating Agreement by and between CCDC and the Agency for management of the Centre City and Horton Plaza Redevelopment areas originally executed on January 22, 1982, most recently amended and restated in Document No. OO-04498 for the implementation of the Centre City Redevelopment Plan, CCDC has the authority to implement and manage programs and projects, including the development of parking facilities in the downtown area; and

WHEREAS, the then City Manager had issued a memorandum dated December 6, 2000, designating certain CCDC officers to act as designated representatives for the City with respect to the Parking Management Agreement with Ace for Park It On Market; and

WHEREAS, CCDC has also assumed the function of acting as the City's agent with regard to the Parking Management Agreement with Ace Parking Management for the 6<sup>th</sup> and K Parkade; and

WHEREAS, the City desires to continue the arrangement with CCDC for CCDC staff to act as the City's agent for the administration of the Parking Management Agreements with Ace Parking Management as to Park It On Market and the 6<sup>th</sup> & K Parkade and to memorialize such arrangement in this MOU; and

WHEREAS, on March 18, 2009, CCDC recognized the Downtown Parking Management Group [DPMG] as an advisory group to CCDC, when CCDC acts as the Downtown CPD Advisory Board; and

WHEREAS, on April 29, 2009, the Council approved Resolution No. R-304832, which extended the Downtown Pilot Program and recognized the DPMG as the advisory group to CCDC in its role as the Downtown CPD Advisory Board; and

WHEREAS, CCDC, acting as the Downtown CPD Advisory Board, prepared an updated Comprehensive Downtown Parking Plan [Comprehensive Plan] which was approved by Council on October 6, 2009; and

WHEREAS, CCDC, acting as the Downtown CPD Advisory Board, prepared its Annual Plan for the Downtown CPD for FY2012, which incorporates recommendations from the Comprehensive Plan and which is on file in the Office of the City Clerk as Document No. RR-\_\_\_\_\_; and

WHEREAS, the purpose and intent of this MOU is to ensure sufficient administrative systems are developed and maintained for all Downtown CPD funds utilized and to set forth the responsibilities of CCDC staff and City's CPD Program staff.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

#### AGREEMENT

1. Incorporation of Recitals. The above listed Recitals are true and correct and are hereby incorporated by reference and adopted as part of this MOU.
2. Term of MOU. This MOU shall be effective from July 1, 2011 through June 30, 2012.
3. Budget. Total funds which may be utilized for the Downtown CPD under this MOU shall not, under any circumstances, exceed \$3.817 million for FY12 (which includes \$1.517 million of prior year revenue adjustments).
4. Advances. At the written request of CCDC, the City, at its discretion, may make an advance payment to CCDC in an amount not to exceed \$100,000 to meet the cost of program expenses pertaining to CCDC's performance under this MOU so long as the monies are being used for eligible and City-approved expenditures as set forth in the Downtown CPD FY 2012 Annual Plan and Budget. 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 CCDC to return any unexpended funds from the advance payment to the City within thirty calendar days of the expiration date of this MOU, 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 CCDC. However, in the event this Agreement is terminated at an earlier time, CCDC shall return to the City any unexpended funds from the advance payment upon the termination date of this MOU.
5. CCDC Responsibilities. CCDC, acting as the Downtown CPD Advisory Board, and its staff shall:

- a. Implement the activities and improvements as approved by City Council in the FY2012 Implementation Plan and Budget by taking the following actions:
  - i. Properly track and account at all times for expenditures of Downtown CPD funds within the approved budget;
  - ii. Manage projects involving activities and improvements in accordance with already established CCDC guidelines;
  - iii. Enter into agreements as necessary for implementation of such activities and improvements with the exception of assignments and subcontracts subject to section 10 of this MOU.
- b. Report year-end Downtown CPD project accomplishments (performance measurements), goals, and total expenditure amounts in a detailed written report submitted to the City no later than November 30, 2012.
- c. Work in coordination with and provide staff support to the DPMG.
- d. Monitor and analyze parking meter utilization and provide such information to the DPMG to facilitate recommendations on parking matters such as varying rates, times, and hours of operation, and location of meters.
- e. Provide street parking information, as available to CCDC, to the DPMG to facilitate recommendations on parking matters such as: parking meter locations and associated rates, times, and hours of operation; pedicab-related locations; location of bike racks/corrals; and any other parking matters permitted by Council Policy 100-18 (Community Parking Districts).
- f. Provide services to the City pertaining to the two public parking structures owned by the Redevelopment Agency of the City of San Diego within the Downtown CPD-- Park It on Market and 6<sup>th</sup> & K Parkade --by acting as the day-to-day administrator of these facilities, including, but not limited to, the performance of all functions and responsibilities of the City under the Parking Management Agreements with Ace Parking Management and the administration of the day-to-day management of the two retail tenant spaces located as part of Park It On Market. Furthermore, CCDC will ensure that:
  - i. Insurance certificates have been and will be timely collected from any and all tenants;

- ii. Security deposits have been and will be collected from any tenants and deposited with the City Treasurer's office to the credit of City Fund No. 200361;
  - iii. Inspection of the tenant space and facility occurs on a routine basis;
  - iv. Ensure that tenants fully comply with the terms of the lease and timely notify the City's Real Estate Assets Department (READ) when any default occurs;
  - v. Ensure that any material changes to the lease such as modifications, assignments, termination, or any other change requiring the Mayor's approval is forwarded to READ for final review, approval, and signature.
- g. Provide services to the City pertaining to the Cedar Gateway Parking Facility by acting as the City's agent in the day-to-day administration of this facility, including but not limited to performing the following:
- i. Properly and timely solicit services from a qualified and City-approved parking management services firm;
  - ii. Draft an agreement between the City and such parking management services firm with the approval of the City for execution by the City;
  - iii. Manage and oversee any such parking management agreement with a City-approved parking management firm. The net operating revenue from the operation of the Cedar Gateway Parking Facility shall be governed by the Master Assignment Agreement.
- h. Provide reports to the City on a quarterly basis regarding the financial performance of the existing and future public parking structures within the Downtown CPD for which CCDC, acting as the Downtown CPD Advisory Board, is providing management services to the City including Park It on Market, 6<sup>th</sup> & K Parkade, and the Cedar Gateway Parking Facility.
- i. Cooperate fully with any and all monitoring reviews conducted by the City or as otherwise requested by the City including, but not limited to, providing in a timely manner, reports, invoices, and documentation related to the Downtown CPD and the administration of this MOU as requested by the City.

6. City Responsibilities. City and its CPD staff shall:

- a. Provide parking meter information or access to parking meter information to CCDC staff to facilitate analysis and recommendations concerning parking meter utilization.
- b. Provide assistance, as needed, with management of CPD funds in the OneSD accounting system, and approval of transactions, orders, or authorizing access to business centers, required under the approved Implementation Plan and Budget.
- c. Provide training on any forms or reports required to be submitted to the CPD Program, as needed.
- d. Provide technical assistance to CCDC as needed to clarify CPD requirements.
- e. Provide revenue projections and year end meter revenue reconciliation reports on an annual basis.
- f. Conduct periodic monitoring reviews at the discretion of the City on the CPD funds expended by CCDC.
- g. Verify and resolve issues related to program implementation, CPD eligible expenditures, and other Downtown CPD-related issues, as needed.
- h. Provide information as available or request information from appropriate City departments upon request from CCDC, or DPMG as directed by CCDC, on such parking matters as: any changes effecting parking meter locations, and associated rates, times, and hours of operation; pedicab-related locations; location of bike racks/corrals; and any other parking matters permitted by Council Policy 100-18 (Community Parking Districts).

7. Approval and Use of Reserve Funds. The City shall reserve parking meter revenue funds as set forth in the Council-approved FY2012 Annual Plan for bond debt service for Park It On Market and the 6<sup>th</sup> & K Parkade consistent with Resolution No. R-289520. In the event the revenues of these public parking facilities are insufficient to pay the annual debt service, CCDC will determine the appropriate amount of reserve funds and shall make a written request to the City for the use of these reserve funds. The written request shall be reviewed by the Mayor or his designee to confirm the appropriate amount of reserve funds that will be transferred to CCDC to make this payment. Upon such confirmation by the Mayor or his designee, the necessary reserve funds shall be transferred to CCDC, who shall make the required bond debt service payment(s) on behalf of the Redevelopment Agency of the City of San Diego [Agency] or successor entity.

8. 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 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 Annual Plan and Budget. Prior to CCDC moving forward with any proposed project utilizing any parking meter revenue that will require or will result in the creation or acquisition of a capital asset or real property, CCDC shall obtain the written approval of the appropriate City decision-maker regarding the ownership arrangement of such capital asset or real property.

9. Amendments. The Mayor or his designee shall have authority to execute any amendments to this MOU, which do not otherwise require City Council approval. Such amendments shall be memorialized in a written instrument signed by the Parties.

10. Assignment or Subcontracting by CCDC. CCDC shall not subcontract or assign any of its responsibilities with regard to management, administration and/or oversight of Downtown CPD funds under this MOU without the prior approval of the City.

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

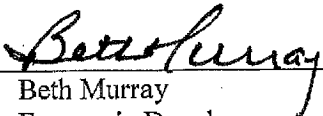
12. Authority. Each Party hereby represents that the persons executing this MOU on behalf of the respective Party has full authority to do so and to bind the respective Party to perform pursuant to the terms and conditions of this MOU.


[Signature on following page]

IN WITNESS WHEREOF, CCDC and the City have signed this MOU as of the dates set forth below their signatures. The later date on which the duly authorized representative (excluding legal counsel) of CCDC or the City has executed this MOU shall be inserted as the reference date in the Preamble of this MOU.

ECONOMIC DEVELOPMENT DIVISION

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

By:   
Beth Murray  
Economic Development  
Deputy Director

By:   
Kim John Kilkenny  
Centre City Development Corporation  
Chair, Board of Directors

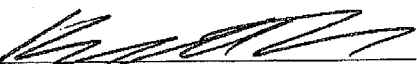
Date: 12/7/11


Date: 11/16/11

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JAN I. GOLDSMITH,  
CITY ATTORNEY

By:   
Kenneth R. So  
Deputy City Attorney

  
Shawn Hagerty  
Corporate Counsel

R-307128

**FISCAL YEAR (FY) 2013**  
**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 Annual Plan [Plan] and Budget for FY 2013 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 2011), 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 Mid-City Community Parking District Fund for the \_\_\_\_\_ (name of local area) in FY2013 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 Annual 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 \_\_\_\_\_, 2012 and continue until June 30, 2013, 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 Annual 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 Annual 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 Annual 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 [Reserved].

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 annual 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 proceeds from the sale of parking meter cards and/or reload time (in dollars) in an amount that exceeds \$10,000, Contractor shall present a check to the City for the amount that exceeds \$10,000.

6.5.2 Contractor shall not accrue parking meter cards, reload time (in dollars) or any combination thereof, in an amount that exceeds \$10,000.

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 The City shall withhold the final payment to Contractor until Contractor has accounted for the 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 [Reserved].

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 Council 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);
- e. Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors; and/or
- f. 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 Principles [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 2013. The report shall be delivered to the City by November 30, 2013.

## 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.
- 16.11 **EQUAL BENEFITS ORDINANCE.**
- 16.11.1 In accordance with the Equal Benefits Ordinance [EBO], Contract shall provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Prior to the execution of this Agreement with the City, Contract shall complete the EBO Certification of Compliance and provide it to the City. Failure to maintain equal benefits consistent with the EBO is a material breach of the contract [SDMC §22.4304(e)].
- 16.11.2 Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:
- “During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

16.11.3 Contract shall immediately give the City access to documents and records sufficient for the City to verify that Contractor is providing equal benefits and otherwise complying with EBO requirements.

16.11.4 The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or can be requested from the Equal Benefits Program at (619) 533-3948.

## 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:

[Name of Address of Contractor]

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.

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]***

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\_\_.

THE CITY OF SAN DIEGO

By \_\_\_\_\_  
Jeffrey Baer, Director  
Purchasing & Contracting Department

\_\_\_\_\_ Corporation

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 FOR ADMINISTRATION OF A BUSINESS IMPROVEMENT DISTRICT

#### 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 administer programs, and which receive funding from or through the City.

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.

#### 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 for administration of a Business Improvement District shall comply with Divisions 30-36 of Article 2, Chapter 2, of the San Diego Municipal Code, and all other laws and policies applicable to the City's procurement of such goods and services.

When a *contract* provides for an expenditure greater than \$5,000, but equal to or less than \$10,000, the Nonprofit Corporation may award the *contract* but shall seek competitive prices either orally or in writing.

When a *contract* provides for an expenditure greater than \$10,000 but equal to or less than \$50,000, the Nonprofit Corporation may award the *contract* but shall solicit written price quotations from at least five potential sources.

When a *contract* provides for an expenditure greater than \$50,000 but equal to or less than \$1,000,000, the Nonprofit Corporation may award the *contract* only after advertising it for a minimum of one day in the City Official Newspaper.

#### 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.

FY2013

EXHIBIT B

ANNUAL PLAN AND BUDGET

