

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Park and Recreation	DATE: 03/13/2013
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SUBJECT: Civita Maintenance Assessment District

PRIMARY CONTACT (NAME, PHONE): Andrew Field,(619) 685-1307 MS 5D	SECONDARY CONTACT (NAME, PHONE): Rosa Lopez, (619) 685-1316 MS 5D
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COMPLETE FOR ACCOUNTING PURPOSES

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

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): FY 2014 Proposed Assessment to Property Owners: \$85,042
FY 2014 General Fund Impact: \$0

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	LoMedico, Stacey	3/27/2013
Financial Management	CFO		
Comptroller	DEPUTY CHIEF		
Equal Opportunity Contracting	COO		
Liaison Office	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

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

1. Proposing the formation of the Civita Maintenance Assessment District; and

2. Preliminarily approving the Assessment Engineer’s Report; and
3. Authorizing the intention to levy and collect assessments for Fiscal Year 2014, establish the maximum authorized assessments, and set maximum assessment indexed annually to the San Diego Regional Consumer Price Index-Urban (SD-CPI-U) plus 4%; and

Upon affirmative findings at the public hearing:

4. Authorizing the consideration of protests, ordering the formation of the Civita Maintenance Assessment District, approving the Assessment Engineer’s Report, confirming assessments, and ordering the improvements, maintenance, and/or services; and
5. Adopting the annual budget for the Civita Maintenance Assessment District in Fiscal Year 2014; and
6. Authorizing the City Comptroller to establish an interest-bearing fund for the Civita Maintenance Assessment District; and
7. Authorizing the City Comptroller to appropriate and expend the Civita Maintenance Assessment District fund once established; and
8. Upon approval by property owners, approving the maintenance agreement with the Civita Public Maintenance Corporation for provision of goods and services in the Civita MAD for Fiscal Year 2014 with up to four one-year options to renew.

STAFF RECOMMENDATIONS:

Approve requested actions and commence the balloting process for the proposed Civita MAD.

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

COUNCIL DISTRICT(S):	7
COMMUNITY AREA(S):	Mission Valley, Serra Mesa
ENVIRONMENTAL IMPACT:	This activity is not a “project” and is therefore not subject to the California Environmental Quality Act (CEQA) pursuant to state CEQA guidelines section 15060 (c) (3).
CITY CLERK INSTRUCTIONS:	Please contact Rosa Lopez at (619) 685-1316 when the resolutions are available.

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

DATE: 03/13/2013

ORIGINATING DEPARTMENT: Park and Recreation

SUBJECT: Civita Maintenance Assessment District

COUNCIL DISTRICT(S): 7

CONTACT/PHONE NUMBER: Andrew Field/(619) 685-1307 MS 5D

DESCRIPTIVE SUMMARY OF ITEM:

This City Council action is to start the process to form a new maintenance assessment district (MAD) to be known as the Civita MAD in Fiscal Year 2014. This new MAD would be located within the footprint of the proposed Civita mixed-use development (formerly known as Quarry Falls). The Civita MAD is proposed to maintain parkway and median improvements in the public right-of-way, along greenbelts, and within a proposed neighborhood park. Under the guidelines of Proposition 218, all property owners receiving a direct and special benefit from the improvements within the district have an opportunity to vote in favor or in opposition to the formation of this maintenance assessment district. This request for new district formation is developer initiated.

STAFF RECOMMENDATION:

Approve requested actions and commence the balloting process for the proposed Civita MAD.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

Quarry Falls LLC approached the City about creating a MAD to maintain improvements located within the proposed master-planned Civita neighborhood, including medians, street trees, parkways, sidewalks, parks, and other beautification measures.

This action authorizes the ballot protest proceedings to form the Civita MAD. The attached Assessment Engineer's Report provides detailed information on assessment methodology, geographical boundary, and proposed improvements. The ballots will be mailed to property owners over a minimum 45-day period. Staff will return to the City Council to open a public hearing on the proposed district formation and request permission for the City Clerk to open and tally the ballots.

If the property owners approve the district formation, then assessments may be levied for the 2013-2014 property tax bill cycle. If the proposed Civita MAD is not approved by the City Council and/or property owners, then the services proposed by this district will not be provided.

It is proposed that the Civita Public Maintenance Corporation, a non-profit corporation, administer contracts for goods and services in accordance with Municipal Code §65.0212 et.seq. The ballot sent to all benefitting property owners will ask whether they approve the non-profit corporation administering contracts for goods and services for the proposed Civita MAD. If approved by property owners, this action will authorize an agreement with the non-profit corporation.

First-year assessments for the proposed district will either be levied through the County property tax billing system or through an invoice mailed to affected property owners. If approved by the City Council, the balloting period would occur between May and July 2013 to ensure the minimum 45-day timeframe as required by the California Constitution Article XIII D, Section 4(e) is met.

FISCAL CONSIDERATIONS:

If approved by property owners, approximately \$85,042 will be assessed to the 21 property owners within the proposed Civita MAD in Fiscal Year 2014. The City currently owns no assessable parcels, resulting in no initial General Fund impact. Future fiscal impacts will include: (1) maintenance of the future Quarry Falls Neighborhood Park, and (2) assessments levied on City-owned parcels (if any). Funds for park maintenance purposes will be requested in a future annual budget request contingent upon scheduling of construction and opening. The proposed capital and maintenance budget for the proposed Civita MAD is provided in the Assessment Engineer's Report. The maximum authorized assessment is proposed to be indexed annually to the San Diego Regional Consumer Price Index-Urban (CPI-U) plus 4%.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This action is with a non-profit organization, and therefore exempt from workforce report analysis. Any resultant agreement from this action is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

The vesting tentative map, specific plan, environmental impact report, conditional use permit amendment, and site development permit for Civita were approved (under the Quarry Falls name) by the City Council on October 21, 2008, per Resolutions R-304292, R-304293, R-304294, R-304295, and R-304296. Changes to zoning were approved on November 10, 2008, per Ordinance O-19807. The Planning Commission heard and approved the Civita project on September 18, 2008. Two agreements between the City and Quarry Falls LLC related to Civita were approved by the City Council on November 27, 2012. A Reimbursement Agreement (Ordinance O-20219) provides for the reimbursement of costs of land acquisition, design, construction, and funding for certain improvements identified within the agreement. A Park Development Agreement (Ordinance O-20220) provides for the development and conveyance of park infrastructure associated with Civita, including the parks identified for future maintenance by the Civita MAD.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Quarry Falls LLC conducted and attended multiple public meetings through the process to obtain its permit to construct the Civita (Quarry Falls) development. This effort culminated in the September 18, 2008, hearing at the Planning Commission and the October 21, 2008, hearing at the City Council where the project was approved. Representatives from Quarry Falls LLC attended the Mission Valley Community Planning Board meeting of March 6, 2012, to provide a

status update on the project and advise them of the developer's intention to form the Civita MAD to maintain improvements within Civita.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Key stakeholders in this process include the property owners to be assessed in the proposed Civita MAD and Quarry Falls LLC.

LoMedico, Stacey
Originating Department

Deputy Chief/Chief Operating Officer



THE CITY OF SAN DIEGO

REPORT TO THE CITY COUNCIL

DATE ISSUED: March 26, 2013

REPORT NO.: 13-30

ATTENTION: Honorable Council President and City Council

SUBJECT: Civita Maintenance Assessment District

COUNCIL DISTRICT: 7

CONTACT/PHONE NUMBER: Andrew Field, (619) 685-1307, MS 5D

REQUESTED ACTIONS:

At the first of two City Council meetings, propose the formation of a new maintenance assessment district (MAD) to be known as the Civita MAD; preliminarily approve the Assessment Engineer's Report; and authorize the intention to levy and collect assessments for Fiscal Year 2014, establish the maximum authorized assessments, and set maximum assessment indexed annually to the San Diego Regional Consumer Price Index-Urban (CPI-U) plus 4%.

Upon affirmative findings at the public hearing (meeting #2), authorize the consideration of protests, order the formation of the Civita MAD, approve the Assessment Engineer's Report, confirm assessments, and order the improvements, maintenance, and/or services; adopt the annual budget for the Civita MAD in Fiscal Year 2014; authorize the City Comptroller to establish an interest-bearing fund for the Civita MAD; authorize the City Comptroller to appropriate and expend the Civita MAD fund once established; and authorize an agreement with the Civita Public Maintenance Corporation for a contract to administer goods and services.

STAFF RECOMMENDATION:

Staff recommends the City Council authorize the resolutions and commence the balloting process for the proposed Civita MAD.

DESCRIPTIVE SUMMARY OF ITEM:

This City Council action is to start the process to form the Civita MAD. This new MAD would be located within the footprint of the Civita development, which was entitled under the name Quarry Falls. The Civita MAD is proposed to maintain enhanced landscape and hardscape improvements in the public right-of-way within the footprint of the Civita development, initially including portions of Civita Boulevard and Via Alta, and eventually, the MAD will incorporate additional landscaping along public rights of way. The Civita MAD will also maintain future improvements as they are constructed, including providing an enhanced level of service at the future population-based parks. Under the guidelines of Proposition 218, all property owners receiving direct and special benefit from the improvements within the district have an opportunity to vote in favor or in opposition to the formation of this MAD. This request for new district formation is developer-initiated.

SUMMARY:

Background

The City of San Diego's Park and Recreation Department currently administers 49 of the 57 existing MADs located throughout the City. These districts provide landscape and lighting maintenance to identified community focal areas in accordance with each district's Assessment Engineer's Report. MADs are authorized by the State of California and provided for in the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code), applicable provisions of Proposition 218 (Article XIID of the California Constitution), and provisions of the San Diego Municipal Code §65.201 et seq.

Under the provisions of these laws, the City may assess properties based on the amount of special benefit each property will receive provided property owners approve the MAD formation. To form a new district, the City issues ballots to property owners. Each ballot is weighted based on the amount of maximum annual assessment for the parcel. If a majority of the ballots returned are in favor of forming an assessment district, the district may be formed by resolution of the City Council. Assessments are levied in the following year, typically appearing on the property tax bill.

The Civita mixed-use development, entitled under the name Quarry Falls, is scheduled for phased construction as the existing quarry winds down operation. Construction started in 2011 with multi-family and townhome construction on the west side of the project area. New phases are planned over the next 15 years, including additional residential and commercial development. Complete build-out of Civita is expected by 2027. The vesting tentative map, specific plan, environmental impact report, conditional use permit amendment, and site development permit for Civita were approved (under the Quarry Falls name) by the City Council on October 21, 2008, per Resolutions R-304292, R-304293, R-304294, R-304295, and R-304296. Changes to zoning were approved on November 10, 2008, per Ordinance O-19807.

Funding for the engineering and balloting of this district has been provided by Quarry Falls LLC, the developer of the project as provided by Council Policy 100-21 for developing communities.

Location of Services

If approved, the proposed Civita MAD would be located primarily within the Mission Valley community planning area, with a small portion of the northern end of the development within the Serra Mesa community planning area. The Civita MAD would be wholly located within the proposed Civita development, which is generally bounded by Friars Road on the south, Interstate 805 on the east, Phyllis Place on the north, and Mission Center Road on the west. Aquatera, an existing multi-family residential complex located along the north side of Civita Boulevard and east side of Mission Center Road, is not planned for inclusion within the Civita MAD because the property owner intends to maintain adjacent parkway landscaping along the north side of Civita Boulevard. As a result, the footprint of the Civita MAD will match the footprint of the proposed Civita development. A map is provided in the Assessment Engineer's Report (Attachment 1).

Proposed Services

Services to be provided by the Civita MAD would include but are not limited to maintenance of medians, parkways, sidewalks, street trees, greenbelts, parks, and beautification measures within the public rights of way, on City-owned properties, and on landscape easements in favor of the City. Specific roadways to be included within the Civita MAD include Civita Boulevard, Via Alta, Westside Drive, Russell Park Way, Qualcomm Way (north of Friars Road), Community Lane, and Franklin Ridge Road. A map depicting the location of improvements is also provided in the Assessment Engineer's Report (Attachment 1).

The Civita MAD is anticipated to maintain the future Central Park, Creekside Park, and Franklin Ridge Pocket Park. These parks are proposed to be future population-based parks per General Plan standards. The largest of these parks is known as Central Park, but it also appears in certain planning documents as Quarry Falls Park. The Civita MAD would maintain this park through a contribution from the General Fund for the standard level of service for park maintenance, and assessments may be used to fund a higher level of service. Once constructed, Central Park is estimated to be approximately 14.31 acres; together with the other parks in the development, the total park acreage is proposed to be approximately 18.54 acres. Construction of the park is not part of the initial phase of the Civita project.

The proposed Civita MAD would include but is not limited to the following maintenance services and improvements within the commercial core and adjacent residential areas:

- Capital Improvements – installation and replacement of:
 - Decorative concrete paving
 - Tree grates
 - Trash cans
 - Community monuments and signage
 - Street lights
 - Banners
 - Holiday/seasonal decorations

- Maintenance:
 - Sidewalk, and Gutter Sweeping
 - Street Tree Well Maintenance (cleaning, watering, fertilizing, pruning)
 - Street Tree Trimming and Planting
 - Sidewalk Power Washing
 - Litter Pick Up
 - Trash Receptacle Service
 - Graffiti Removal
 - Streetscape Cleaning
 - Entry Monuments/Gateway Cleaning
 - Decorative Street Lighting
 - Tree Grates
 - Street Furniture
 - Pet Waste Stations

Schedule of Civita Development

The initial phase includes the westernmost segment of Civita Boulevard and southernmost portion of Via Alta as described in the following table. The timetable of development may change based on market conditions and unforeseen issues.

Project	Number of Units	Estimated Dates (from start to full occupancy)
Circa 37	306	April 2011 – October 2012
Origen – Social Garden and Sky Loft	200	September 2012 – September 2014
Apartment #2A	330	September 2012 – September 2014
Apartment #2B	280	September 2014 – September 2016
Apartment #2C	330	September 2016 – September 2018

Assessments would be collected only for developed parcels in a phased approach based on turnover of improvements to be maintained by the Civita MAD. Undeveloped parcels would not be assessed until they are converted into separate, legal parcels, developed/improved for active use, and permitted for construction. Land uses within the Civita development will change over the life cycle of the project. Each fiscal year, City staff and the Assessment Engineer will review development patterns and phasing schedules of the Civita development and adjust parcel assessments to reflect the state of development anticipated to occur during the coming assessment cycle as part of the annual update to the Assessment Engineer’s Report each spring.

Ballot Process

This action authorizes the ballot protest proceedings, which consists of two parts: formation of the Civita MAD and determination of whether the City or Civita Public Maintenance Corporation should administer contracts for goods and services.

If the City Council authorizes the balloting period, City Clerk and Park and Recreation staff will facilitate the mail ballot process. State law requires a minimum 45-day balloting period. Staff will return to the City Council after this period for a noticed public hearing. After the hearing is closed, staff will request permission from the City Council to open and tally ballots received under the direction of the City Clerk.

The first question on the ballot is whether or not to form the proposed new district. This question will include the estimated first year assessment, maximum authorized assessment, and cost-indexing provisions (San Diego Regional Consumer Price Index-Urban [CPI-U] plus 4%). There are two possible outcomes:

- If a weighted majority of ballots received (weighted by each parcel's maximum authorized assessment) are in favor of district formation, the proposed Civita MAD would be created with City Council approval. If approved, the City Council would also authorize the Fiscal Year 2014 assessment levy and budget.
- If a weighted majority of ballots are in opposition to district formation, then the proposed Civita MAD will be abandoned. The services proposed by this district will not be provided.

The second question on the ballot is whether or not Civita Public Maintenance Corporation should be the administrator of contracts for goods and services for the proposed Civita MAD in accordance with Municipal Code §65.0212 et.seq. If the Civita MAD is formed, there are two possible outcomes:

- If a weighted majority of ballots (weighted by parcel area) are returned in favor of Civita Public Maintenance Corporation providing contract administration, the City Council may approve the proposed agreement between the City and Civita Public Maintenance Corporation for administration of contracts for goods and services.
- If the weighted majority of ballots are returned in favor of forming the proposed Civita MAD yet are opposed to Civita Public Maintenance Corporation providing contract management, then City staff will administer contracts for goods and services.

To ensure a balloting period of at least 45 days as required by California Constitution Article XIID, Section 4(e), the balloting period is scheduled occur between two City Council meetings: the resolution of intention to form the district and the public hearing. The levy occurs after the 30-day contest period per Municipal Code §65.0227.

To meet the County of San Diego's deadline to enroll assessments in the annual property tax bill, the Civita MAD must be approved by the property owners and the City Council prior to the deadline of August 10, 2013. If the district is approved within this timeframe, staff will endeavor to levy assessments for the Civita MAD via the County property tax enrollment system. If not, City staff will levy assessments by manual invoice as set forth in Municipal Code §65.0219 and §65.0221.

Administration of Contracts for Goods and Services

In accordance with Municipal Code §65.0212 et.seq, Quarry Falls LLC has expressed an interest in having the Civita Public Maintenance Corporation, a non-profit corporation, administer contracts for goods and services on behalf of the Civita MAD.

If the majority of property owners in the proposed Civita MAD request via the ballot process that their contracts for goods and services be administered by the Civita Public Maintenance Corporation in accordance with Municipal Code §65.0212, the City will enter into an agreement with Civita Public Maintenance Corporation. This agreement would be an initial one-year term with up to four one-year options to renew. Currently, the only other non-profit MAD agreement administered by Park and Recreation Department is with the Bird Rock Community Council, which administers contracts for the Bird Rock MAD.

City staff and the Civita Public Maintenance Corporation wish to enter into a maintenance agreement with an initial term that would extend from the official date of Civita MAD formation until June 30, 2014. Four additional one-year terms (for a combined total of five one-year terms) may be approved if mutually agreeable to both the City and Civita Public Maintenance Corporation.

The agreement with Civita Public Maintenance Corporation is provided in Attachment 2. Key provisions include:

1. Civita Public Maintenance Corporation will administer contracts for goods and services for the Civita MAD in accordance with state and local laws and the Civita MAD Assessment Engineer's Report.
2. Civita Public Maintenance Corporation will perform duties set forth in the Scope of Services (Article I, Section B). Civita Public Maintenance Corporation will be reimbursed for these services after the City receives a properly prepared reimbursement request. The City will inspect the work of Civita Public Maintenance Corporation on a quarterly basis.
3. The agreement calls for the Civita Public Maintenance Corporation to receive a working capital advance that consists of three months (25%) of the annual budget, with monthly reimbursement requests processed thereafter for the term of the agreement. This working capital advance would be made available from assessments collected in the Civita MAD fund.
4. Civita Public Maintenance Corporation will be compensated for administration in an amount not to exceed 15% of estimated expenditures. The City will be compensated for administration in an amount not to exceed 4% of estimated expenditures or \$3,500, whichever is greater.
5. The initial one-year agreement term with Civita Public Maintenance Corporation may be extended by up to four one-year options to renew for a total of five years. The Mayor

would have the authority to exercise option years based on Civita Public Maintenance Corporation performance and the desire to continue the contractual relationship.

These key agreement terms are set for the duration of the agreement and may be extended through the four one-year options. However, if mutually desirable by the City and Civita Public Maintenance Corporation and if allowable per Municipal Code §65.0212, terms may be renegotiated and incorporated into a new agreement. Any such amendments or modifications to the agreement would require City Council approval.

If the Civita MAD is formed yet the agreement with Civita Public Maintenance Corporation is not approved by the property owners or by the City Council, City staff would administer contracts for goods and services in lieu of the non-profit corporation. Funds allocated for the non-profit corporation in the Fiscal Year 2014 proposed budget would instead be used to fund a portion of a position to provide administration of contracts for goods and services.

FISCAL CONSIDERATIONS:

Assessments

If approved by property owners, approximately \$85,042 will be assessed to the owners of developed property within the proposed Civita MAD in Fiscal Year 2014. The assessment rate, overall assessment revenue, and number of parcels are all likely to increase as development of Civita continues and new maintenance areas are brought on-line. The Fiscal Year 2014 assessment rate per equivalent benefit unit is \$299.80, and the maximum authorized assessment rate per equivalent benefit unit is \$299.80 (subject to cost-indexing provisions).

Maximum Authorized Assessment and Cost-Indexing Provisions

The maximum authorized assessment as set forth in the Assessment Engineer's Report is indexed annually to the San Diego Regional Consumer Price Index-Urban (CPI-U) plus 4%. Refer to the Assessment Engineer's Report (Attachment 1) for an explanation on how the maximum authorized assessment for each fiscal year is calculated.

Assessments on City-Owned Parcels

Currently, the City currently owns no assessable parcels in the proposed MAD. Consequently, there will be no initial General Fund impact in Fiscal Year 2014. However, as the Civita project is built out, there will be future obligations created for the General Fund if the City takes ownership of the proposed parks. At least four public parks are planned be created as shown in the following table, with an assessment calculated based on the current maximum authorized assessment:

<u>Park Name</u>	<u>Lot Number(s)</u>	<u>Acreage*</u>	<u>Estimated Future Assessment</u>
Central Park (including finger parks at cul-de-sacs)	P4, P6, P7, P8, P16, P17, P18, P20, P27, P29	14.31	\$429.00
Creekside Park	P1, P3	1.35	\$40.46
Franklin Ridge Pocket Park	P26	0.20	\$6.00
Phyllis Place Park	P30, P31	<u>2.68</u>	<u>\$80.34</u>
TOTAL		18.54	\$555.80

* All acreage amounts are estimates and may change as development of Civita progresses.

If these parks become owned by the City, assessments to these parcels would need to be funded by the General Fund. Once the timeline for construction and City ownership becomes known, a future annual budget request will be made to fund parcel assessments for these future public properties.

General Benefit Obligations

Only special benefits as defined by the Assessment Engineer may be assessed to property owners. General benefits, which are provided to the public at large and/or properties outside the district boundaries, may not be assessed. If formed, the Civita MAD would receive two forms of general benefit: the City standard level of service and other public benefits.

City Contributions for Standard Level of Service

The City standard level of service represents the budgeted allocation for maintaining specific types of public facilities and improvements (e.g., medians, street trees, sidewalks, standard street lights, population-based parks, etc.) as well as providing specific types of services (e.g., street sweeping and graffiti removal on public property). While most of these services will be provided on an in-kind basis, some services warrant a financial contribution to the district from other funding sources. A more thorough explanation of general benefit calculations for MADs is provided in Report to City Council 12-077. The Assessment Engineer's Report indicates that the Civita MAD is planned to maintain two amenities that are eligible for this type of City contribution: maintenance of population-based parkland and maintenance of street medians.

It is intended that the Civita MAD maintain Central Park, Creekside Park, and Franklin Ridge Pocket Park once they are built and opened to the public. (The fourth park, Phyllis Place Park, will be maintained directly by the City after it is opened.) These three population-based parks are to be maintained with General Fund using assessment revenue to increase the level of service. The timeline for construction of the parks is contingent upon the timeline for issuing residential final occupancy permits as provided by the public park development agreement. Once constructed, the general benefit contribution to fund the three parks (for a total of 15.86 acres) is estimated to be approximately \$93,205 based on the proposed Fiscal Year 2014 general benefit contribution of \$5,876.75 per acre for parkland (utility charges associated with the park are not

part of this figure and would be billed directly to the City). However, park construction will be phased based on the progression of residential development. As these new park facilities are scheduled for construction and opening, staff will incorporate a new facility request in a future proposed annual budget to provide for this maintenance allocation.

This district is also intended to maintain landscaped and hardscape medians. In accordance with standard practice, funds for the Gas Tax contribution for the general benefit for median maintenance will be requested as part of the Fiscal Year 2014 annual budget process in the amount of \$8,809. The amount requested from the Gas Tax Fund in Fiscal Year 2014 will be calculated based upon the square footage of medians to be maintained multiplied by the general benefit reimbursement rate (which is proposed to be \$0.2786 per square foot of landscaped median and \$0.0190 per square foot of hardscaped median in Fiscal Year 2014). A cost estimate for this general benefit will become known as new medians are installed and square footage quantities are calculated.

Other Public Benefits

Assessment Law prohibits levying assessments to pay for “general benefits” conferred to the public at large or properties located outside the District. As noted in the Civita Assessment Engineer’s Report, the following District amenities confer some level of “general benefit”: Mission Center Road and Friars Road parkway landscaping; and Central Park. These public benefits have been quantified in the Assessment Engineer’s Report at a total cost of \$4,762 per year (as adjusted for inflation) at the time when those improvements have been constructed.

It is anticipated that this cost will be provided through another funding source available to the Civita Public Maintenance Corporation and will not result in an obligation to the General Fund as set forth in Article I Section B(2) of the proposed agreement. These other public benefits will not accrue in the Fiscal Year 2014 since the described improvements have not yet been accepted into the Civita MAD.

Fiscal Year 2014 Proposed Budget

The Proposed Fiscal Year 2014 budget for the proposed Civita MAD is \$85,042, which would include funding for the following expenditure categories:

- Administration of contract for goods and services (by Civita Public Maintenance Corporation or City staff depending on property owners’ selection of a non-profit corporation)
- Contract services for landscape, tree, and related maintenance
- Supplies
- Special Districts Administration by City (for overall district administration and required City costs incurred per the agreement with the non-profit corporation)
- Utilities (water, storm drain fee, electrical)
- Initial Contribution to District Reserve to ensure cash flow sustainability

The budget contemplates an allocation for a capital improvement program consistent with the assessment apportionment methodology. As these capital funds are realized, they will be proposed for specific equipment outlay or will be budgeted and appropriated to specific City capital improvement projects through future City Council actions. The proposed capital and maintenance budget for the proposed Civita MAD is provided in Exhibit B of the Assessment Engineer's Report (Attachment 1).

Fiscal Impact of Agreement to Administer Contracts for Goods and Services

With respect to the agreement with the Civita Public Maintenance Corporation to administer contracts in the Civita MAD, if the MAD is formed, funding would become available for this purpose once the initial property assessments are received. Under the terms of the agreement, Civita Public Maintenance Corporation will annually be provided up to 15% of total estimated annual expenditures to administer contracts for goods and services. For the Fiscal Year 2014 proposed budget, \$9,480 is allocated to the Civita Public Maintenance Corporation for the purpose of administrating contracts for goods and services, and \$3,500 is allocated to the City for administrative services associated with the annual budget processing, property tax enrollment and collections, assessment engineering services, on-site inspections, reimbursement processing, and related services for the Civita MAD.

EQUAL OPPORTUNITY CONTRACTING INFORMATION:

This action is with the Civita Public Maintenance Corporation, a non-profit organization, and therefore exempt from workforce report analysis. Any resultant agreement from this action is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

The vesting tentative map, specific plan, environmental impact report, conditional use permit amendment, and site development permit for Civita were approved (under the Quarry Falls name) by the City Council on October 21, 2008, per Resolutions R-304292, R-304293, R-304294, R-304295, and R-304296. Changes to zoning were approved on November 10, 2008, per Ordinance O-19807. The Planning Commission heard and approved the Civita project on September 18, 2008.

Two agreements between the City and Quarry Falls LLC related to Civita were approved by the City Council on November 27, 2012. A Reimbursement Agreement (Ordinance O-20219) provides for the reimbursement of costs of land acquisition, design, construction, and funding for certain improvements identified within the agreement. A Park Development Agreement (Ordinance O-20220) provides for the development and conveyance of park infrastructure associated with Civita, including the parks identified for future maintenance by the Civita MAD.

New Maintenance Assessment District formation is performed in accordance with California Constitution Article XIID (Proposition 218); the Landscaping and Lighting Act of 1972 (Streets and Highways Code Division 15, Part 2, Chapters 1-6); the San Diego Maintenance Assessment

District Ordinance (Municipal Code Division 2, Article 5, Chapter VI); Council Policy 100-21; Council Resolution R-288830 (dated June 9, 1997); and Council Resolution R-290239 (dated June 15, 1998).

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Quarry Falls LLC conducted and attended multiple public meetings through the process to obtain its permit to construct the Civita (Quarry Falls) development. This effort culminated in the September 18, 2008, hearing at the Planning Commission and the October 21, 2008, hearing at the City Council where the project was approved. Representatives from Quarry Falls LLC attended the Mission Valley Community Planning Board meeting of March 6, 2012, to provide a status update on the project and advise them of the developer's intention to form the Civita MAD to maintain improvements within Civita.

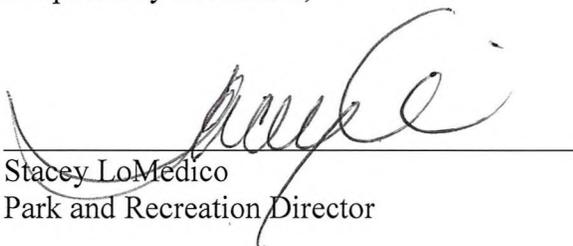
The Civita Public Maintenance Corporation is proposed to serve as the designated community representative to advise the City regarding the proposed Civita MAD in accordance with Municipal Code §65.0209 and §65.0210.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

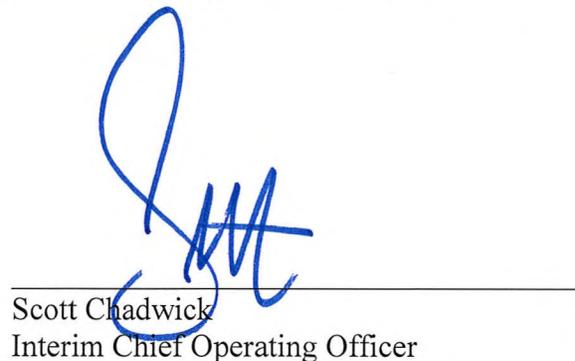
Key stakeholders in this process include: property owners to be assessed in the proposed Civita MAD; Quarry Falls LLC, the developer; and Civita Public Maintenance Corporation, which is proposed to administer contracts for goods and services for the proposed Civita MAD in accordance with Municipal Code §65.0212 et seq.

Creation of the MAD will provide maintenance and care for a variety of public improvements within the Civita development.

Respectfully Submitted,



Stacey LoMedico
Park and Recreation Director



Scott Chadwick
Interim Chief Operating Officer

Attachments:

1. Civita MAD Assessment Engineer's Report (including boundary and maintenance map)
2. Agreement with Civita Public Maintenance Corporation for Administration of Contracts for Goods and Services for the Civita MAD



America's Finest City

THE CITY OF SAN DIEGO



Assessment Engineer's Report

CIVITA MAINTENANCE ASSESSMENT DISTRICT

Fiscal Year 2014 Assessments
and Maximum Authorized Assessments

under the provisions of the

San Diego Maintenance Assessment District Ordinance
of the San Diego Municipal Code

and

Landscaping & Lighting Act of 1972
of the California Streets & Highways Code

Prepared for
City of San Diego, California

Prepared by
EFS Engineering, Inc
P.O. Box 22370
San Diego, CA 92192-2370
(858) 752-3490

March 2013

CITY OF SAN DIEGO

Mayor

Bob Filner

City Council Members

Sherrí Lightner
District 1 (Council President Pro Tem)

Kevin Faulconer
District 2

Todd Gloria
District 3 (Council President)

Vacant
District 4

Mark Kersey
District 5

Lorie Zapf
District 6

Scott Sherman
District 7

David Alvarez
District 8

Marti Emerald
District 9

City Attorney

Jan Goldsmith

Interim Chief Operating Officer

Scott Chadwick

City Clerk

Elizabeth Maland

Independent Budget Analyst

Andrea Tevlin

City Engineer

James Nagelvoort

Assessment Engineer

EFS Engineering, Inc.

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EXHIBITS

- Exhibit A: Boundary Map
- Exhibit B: Estimated Annual Budget
- Exhibit C1: Assessment Rolls (Fiscal Year 2014)
- Exhibit C2: Assessment Rolls (Maximum Authorized)
- Exhibit D: Noticing List

Assessment Engineer's Report

Civita Maintenance Assessment District

Preamble

Pursuant to the provisions of the "Maintenance Assessment Districts Ordinance" (San Diego Municipal Code, Division 2, Article 5, Chapter VI, §65.0201 et seq.), provisions of the "Landscaping & Lighting Act of 1972" (California Streets & Highways Code §22500 et seq.), applicable provisions of "Proposition 218" (Article XIID of the California Constitution), and provisions of the "Proposition 218 Omnibus Implementation Act" (California Senate Bill 919) (the aforementioned provisions are hereinafter referred to collectively as "Assessment Law"), and in accordance with the Resolution of Intention, being Resolution No. _____, adopted by the CITY COUNCIL OF THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, in connection with the proceedings for the CIVITA MAINTENANCE ASSESSMENT DISTRICT (hereinafter referred to as "District"), EFS ENGINEERING, INC., as Assessment Engineer to the City of San Diego for these proceedings, submits herewith this report for the District as required by California Streets and Highways §22565.

PRELIMINARY APPROVAL BY THE CITY COUNCIL OF THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, CALIFORNIA, ON THE _____ DAY OF _____, 2013.

Elizabeth Maland, CITY CLERK
CITY OF SAN DIEGO
STATE OF CALIFORNIA

FINAL APPROVAL BY THE CITY COUNCIL OF THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, CALIFORNIA, ON THE _____ DAY OF _____, 2013.

Elizabeth Maland, CITY CLERK
CITY OF SAN DIEGO
STATE OF CALIFORNIA



Executive Summary

Project: Civita Maintenance Assessment District

Apportionment Method: Equivalent Benefit Unit (EBU)

	FY 2014 ⁽¹⁾	Maximum Authorized ⁽²⁾
Total Parcels Assessed:	21	--
Total Estimated Assessment:	\$85,042	\$1,225,149
Total Estimated EBUs:	283.66	--
Annual Assessment per EBU:	\$299.80	\$299.80

NOTE: Total Parcels Assessed, Total Estimated Assessment, and Total Estimated EBUs may vary from fiscal year to fiscal year due to parcel changes and/or land use re-classifications.

⁽¹⁾ FY 2014 is the City's Fiscal Year 2014, which begins July 1, 2013 and ends June 30, 2014.

⁽²⁾ Subject to annual increase based on cost-indexing provisions set forth in this Assessment Engineer's Report.

Annual Cost-Indexing: The maximum authorized assessment will be indexed annually by a factor equal to the published *San Diego Consumer Price Index for Urban Consumers* plus four percent (4%).

Bonds: No bonds will be issued in connection with this District.



Background

Civita (entitled as “Quarry Falls”) is a 225-acre mixed use development located in the Mission Valley community of the City of San Diego (see **Figure 1**). As currently planned, Civita may include as many as 4,780 residential units; 900,000 square feet of commercial, retail and office uses; and roughly 60 acres of public parks, open space and trails. The City of San Diego (City) has retained EFS Engineering, Inc. to prepare an Assessment Engineer’s Report for the formation of the Civita Maintenance Assessment District (District). The purpose of the District will be to fund identified improvements/services located in the District.

District Proceedings for Fiscal Year 2014

This District will be authorized and administered under the provisions of the “Maintenance Assessment Districts Ordinance” (San Diego Municipal Code, Division 2, Article 5, Chapter VI, §65.0201 et seq.), provisions of the “Landscaping & Lighting Act of 1972” (California Streets & Highways Code §22500 et seq.), applicable provisions of “Proposition 218” (Article XIID of the California Constitution), and provisions of the “Proposition 218 Omnibus Implementation Act” (California Senate Bill 919) (the aforementioned provisions are hereinafter referred to collectively as “Assessment Law”). This report has been prepared in compliance with Assessment Law.

Upon preliminary approval of this report by the City Council and the attachment of a resolution of intention, this report will be filed with the Clerk of the City, and a time and place for a public hearing will be set. The Clerk will give notice of the public hearing and proposed assessments by mailing an official notice to all persons owning real property proposed to be assessed as part of the District. In accordance with Assessment Law, a ballot will be mailed with the official notice. The ballot will make provision for casting an affirmative or protest vote.

A public hearing will be scheduled where public testimony will be heard by the City Council. The public hearing will include presentation and consideration of this report, hearing of public testimony, and recordation of affirmative and protest votes. After





SOURCE: Civita website, SanGIS, City of San Diego, and EFS Engineering.

FIGURE 1 – Civita Development Area

conclusion of the public hearing, a tabulation of affirmative and protest votes will be declared.

If a weighted simple majority of ballots cast by parcel owners (weighted according to each parcel's proportionate assessment) are affirmative, the City Council may, at its discretion, proceed to confirm the new assessments and order the assessments to be levied as proposed in this Assessment Engineer's Report. If a weighted majority of the ballots cast protest the proposed assessments, the proposed assessments must be abandoned.

Bond Declaration

No bonds will be issued in connection with this District.

District Boundary

The District generally includes those areas located in the *Quarry Falls Specific Plan* and *Quarry Falls Vesting Tentative Map* (both dated October 21, 2008), as well as an additional area between the development and Phyllis Place. The District is bounded by Friars Road to the south, Phyllis Place, Interstate 805 to the east, and Mission Center Road to the west.

The Boundary Map and Assessment Diagram for the District are on file in the Maintenance Assessment Districts section of the Park and Recreation Department of the City, and by reference are made a part of this report. The Boundary Map and Assessment Diagram for the District are available for public inspection during normal business hours. A reduced copy of the Boundary Map is included as **Exhibit A**.

Aquatera Apartment Complex

The Aquatera apartment complex (located north of Civita Boulevard and east of Mission Center Road) is not a part of the proposed District. While this apartment complex fronts one of the defined improvement/service corridors, it has been excluded from the District because the property owner (HG Fenton Property Company) has agreed to privately maintain the frontage improvements along Civita Boulevard. Consequently, the streetscape improvements on the north side of Civita Boulevard (fronting the "Aquatera" apartment complex) are



expressly excluded from the District's maintenance obligation.

From an assessment engineering perspective, the removal of these improvements/services, and the fact that the apartment complex does not take primary access from Civita Boulevard, is sufficient justification for exclusion of the property on the basis that it does not receive direct and special benefit from the remaining District improvements/services.

Project Description

The project to be funded by the proposed assessments is the maintenance and servicing of various public improvements, including (but not limited to): landscaped and hardscaped medians; landscaped and hardscaped parkways (rights-of way); streetscape areas; decorative crosswalks; enhanced streetlights and landscape lighting; sidewalks and gutters; and community banners, signage and monumentation located within the District. The assessments will also fund enhanced services and maintenance at Creekside Park, Central Park, and Franklin Ridge Pocket Park.

The District improvements/services are generally located as shown in **Figure 2**. All improvements/services to be maintained by the District fall within dedicated City public rights-of-way, are on City property, City easements, or other public utility easements. For additional detail as to location and type of improvements/services, please refer to the engineering plans, maps, sketches, specifications, maintenance agreements and other materials on file with the City Park and Recreation Department.

Within the confines of applicable Assessment Law, the proposed assessments may be used to construct and/or maintain additional improvements/services of like character and nature to the extent that such activities are consistent with the method of cost apportionment.

Separation of General & Special Benefits

The identified improvements/services provide benefits to the parcels located within the District. Some of these benefits are "special benefits," benefits that are above and beyond the City's standard level of service, and exclusive of those "general benefits" provided to the public at large or properties located outside the District. Under





Franklin Ridge Pocket Park

QUALCOMM WAY

FRANKLIN RIDGE ROAD

QUALCOMM WAY

COMMUNITY WAY

CITTA BLVD

RUSSELL PARK WAY

VIA ALTA

WESTSIDE DRIVE

Bioswales maintained by MCA

Franklin Ridge Pocket Park

Access (by Master CA)

Franklin Ridge Parkway Only

(Future HOA)

Quatera Apartments

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4

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Assessment Law, only “special benefits” are assessable. As such, isolation and quantification of the “special benefits” associated with the improvements/services are paramount, and illustrated in the following equations:

$$\text{Special Benefits} = \text{Total Benefits} - \text{General Benefits}$$

$$\text{General Benefits} = \text{City Standard} + \text{Other Public Benefits}$$

$$\text{Special Benefits} = \text{Total Benefits} - [\text{City Standard} + \text{Other Public Benefits}]$$

In these equations, “Total Benefits” refers to the cost of providing the total benefits of the improvements/services; “City Standard” represents the cost of providing the City’s standard level of service; and “Other Public Benefits” refers to the cost of those additional benefits accruing to the public at large or properties located outside the District. In order to isolate the “Special Benefits,” it is necessary to quantify the amount of “General Benefits” associated with the enhanced improvements/services.

City Standard

As a “general benefit,” the District will continue to receive the same level of standard services provided to the public at large under City-funded and administered programs, as determined annually, for maintenance of public facilities and improvements (e.g., medians, street trees, sidewalks, street lights, parks, etc.), including street sweeping and graffiti removal on public property. Consistent with City policy for the public at large, the City will provide the District with annual contributions from the Gas Tax Fund for median maintenance (27.86¢ per square foot of landscaped median and 1.90¢ per square foot of hardscaped median) and from the Environmental Growth Fund for open space maintenance (\$63.74 per acre). The City will also reimburse the District for contractual maintenance performed on general fund (population-based) parks (\$5,876.75 per acre). In addition, the City will contribute toward street lighting energy costs and provide in-kind service at a level equivalent to that needed for City minimum required streetlights.



The following is a partial listing of City standards, programs, and policies, each of which is incorporated by reference, applicable to the improvements/services within the District:

- *Medians*: Street Design Manual, “Design Standards – Geometric Design” Section D-2, Page 119 (approved by Council Resolution R-297376 on November 25, 2002)
- *Parks*: City of San Diego General Plan – Recreation Element
- *Sidewalks*: Council Policy 200-12 (Sidewalk Maintenance Policy)
- *Street Trees*: Council Policies 200-05 (Planting of Trees on City Streets), 200-09 (Street Tree Plan – Central Business District), 900-19 (Public Tree Protection)
- *Street Lighting*: Council Policy 200-18 (Mid-Block Street Light Policy for Developed Areas); Street Design Manual, “Street Lights” Section 5, Page 94 (approved by Council Resolution R-297376 on November 25, 2002)
- *Special/Decorative Pavement*: Street Design Manual, “Design Standards – Geometric Design” Section E-6(c), Page 119 (approved by Council Resolution R-297376 on November 25, 2002)
- *Street Sweeping*: Storm Water Pollution Prevention Program in accordance with Order No. R9-2007-0001 (San Diego County Municipal Storm Water Permit); Storm Water Management and Discharge Control Ordinance, San Diego Municipal Code Section 43.03 (implemented by Ordinance No. O-19716); Storm Water Standards Manual

These cost and service allocations, reviewed and adjusted annually by the City, are representative of the City’s standard level of service. With or without the proposed assessment District, the area will continue to receive the City’s standard level of services, a “general benefit” that is not funded by the assessments.

Other Public Benefits

Assessment Law prohibits levying assessments to pay for “general benefits” conferred to the public at large or properties located outside the District. Based on a review of the proposed improvements/services, the following District amenities were identified as conferring some level of “general benefit”: Mission Center Road and Friars Road parkway landscaping; and Central Park.



Unlike the other District amenities which are characteristically or spatially unique, these amenities have the potential to provide incidental benefit to persons or properties outside of the District. Each of these improvement areas is discussed below.

Mission Center Road & Friars Road Parkway Landscaping

The decorative landscaping along the Mission Center Road eastern parkway area and Friars Road northern parkway benefits properties both inside and outside the District. The direct benefit to properties in the District is estimated at 95%, while the remaining benefit (5%) is estimated to accrue to vehicular and pedestrian travelers along these roads. The District properties are deemed to receive the vast majority of the benefit due to the direct aesthetic enhancement of the frontage, physical separation from neighboring developed areas, and the creation of a community identity through unique landscaping and ornamental monumentation.

It is recognized that Mission Center Road and Friars Road provide access to areas other than the Civita development. Based on review of pre-project and post-project traffic volumes contained in the *Quarry Falls Traffic Impact Study* (prepared by Katz, Okitsu & Associates, dated September 2007; approved by City Council Resolution R-304292 on October 21, 2008), it is estimated that approximately 70% of trips along these road segments have neither an origin nor a destination within the District.

With an estimated 5% of the benefit accruing to the vehicular and pedestrian travelers, and roughly 70% of trips having an origin or destination outside the District, the amount of “Other Public Benefits” (conferred to the public at large or properties located outside the District) associated with the Mission Center Road and Friars Road parkway landscaping is estimated at 3.5%, as shown in the following equation:

Other Public Benefits = 5% x 70% = 3.5%

In other words, 3.5% of the cost of maintaining the parkway landscaping must come from sources other than the assessments and/or City standard contributions.



Central Park

Studies have shown that park and recreational facilities that are operational and well-maintained improve the community's quality of life, environment, and desirability:

“Recreation and park amenities are central components in establishing the quality of life in a community. [Businesses’] main resource is their employees for whom the quality of life is an important issue. The availability and attractiveness of local parks and programs influences some companies’ relocation decisions. [T]he presence of a park encourages real estate development around it.”

(California Parks & Recreation, Winter 1997)

“The recreation value is realized as a rise in the value of land and other property in or near the recreation area, and is of both private interest to the landowner and other, holding an economic stake in the area, and of public interest to the taxpayers, who have a stake.”

(National Recreation and Park Association, June 1985)

The District includes several mini/pocket-parks and a neighborhood park (known as “Central Park”), all of which provide enhanced recreational opportunities and benefits to the properties within the District. It is estimated that the mini/pocket parks provide no “general benefit” due to the rather limited service area of such facilities and spatial proximity to potential park users. Central Park, however, has some potential to attract users from outside the District.

As a neighborhood park, Central Park has a service area of up to a mile (*City of San Diego General Plan – Recreation Element, Table RE-2, March 2008*). This service area would certainly extend outside the District. However, much of the surrounding development is non-residential in nature, and Central Park, as planned, does not contain major attractors (i.e., baseball diamonds, sports fields, etc.) that would draw in larger groups of users from outside the District. For these reasons, as well as the fact that there will be limited on-site parking, the amount of “Other Public Benefits” (conferred to the public at large or properties located outside the District) associated with Central Park is estimated at 5%. In other words, 5% of the cost of maintaining



Central Park must come from sources other than the assessments and/or City standard contributions.

Cost Estimate

Estimated Costs

Estimated Fiscal Year 2014 and maximum authorized annual costs (provided by the City) are included as **Exhibit B**. Assessments authorized and collected as part of these proceedings may be used for future balloting and re-engineering efforts, as may be required from time to time. In future years, the maximum authorized budget may increase or decrease based on the amount of assessments levied in a given fiscal year.

Amounts for each expenditure category shown in **Exhibit B** may vary depending on the specific needs for the District. In future years, budgets for each expenditure category for the District will be presented in the Mayor's Proposed Budget and approved annually through the City Council budget deliberation process.

General Benefit Fiscal Implications

As previously discussed, the Mission Center Road and Friars Road parkway landscaping and Central Park improvements/services have been determined to provide some level of "general benefit." The degree of "general benefit" has been identified and quantified for each these improvement areas. Assessment Law prohibits levying assessments to pay for "general benefits" conferred to the public at large or properties located outside the District. Accordingly, the estimated cost associated with the "general benefits" (in excess of City standard contribution levels) must come from sources other than the assessments. The net fiscal impact of the identified "general benefits" is shown in the following equation:

$\text{Net Fiscal Impact} = [\text{Total Cost} - \text{City Standard}] \times \text{Other Public Benefit}$

Table 1 summarizes the "general benefit" fiscal impacts for the Mission Center Road and Friars Road parkway landscaping and Central Park improvements/services.



TABLE 1: General Benefit Fiscal Impacts at Buildout of Improvements

Improvements/ Services	Annual Cost ⁽¹⁾ (\$)			Other Public Benefit (%)	Net Fiscal Impact (\$)
	Total Cost	City Standard Contribution	Net Cost Remaining		
Mission Center Road – Eastern Parkway	\$4,795	\$0 ⁽²⁾	\$4,795	3.5%	\$168
Friars Road – Northern Parkway	\$49,915	\$0 ⁽²⁾	\$49,915	3.5%	\$1,747
Central Park	\$151,672	\$94,733 ⁽³⁾	\$56,939	5%	\$2,847
				TOTAL	\$4,762

⁽¹⁾ All costs shown in 2013 dollars.

⁽³⁾ No City contribution for parkway maintenance.

⁽²⁾ Based on 16.12 park acres and City contribution level of \$5,876.75 per acre.

In other words, the Mission Center Road and Friars Road parkway landscaping and Central Park improvements, once completed and accepted as District amenities, will require separate funding (non-assessment) in the amount of \$4,762 to cover the estimated cost of “general benefits” accruing to the public at large or properties located outside the District.

Annual Cost-Indexing

With the passage of Proposition 218, any proposed increase in District assessments must be approved by affected property owners via a mail ballot and public hearing process, similar to these proceedings. A weighted simple majority of ballots received (weighted according to each parcel’s proportionate assessment) must be affirmative for the City Council to confirm and levy the increased assessments. For small assessment districts or districts with relatively low dollar assessments, the cost of an assessment engineer’s report, balloting, and the public hearing process can potentially exceed the total amount of the increase. These incidental costs of the proceedings can be added to the assessments, resulting in even higher assessments.

Indexing assessments annually to a factor not-to-exceed the *San Diego Consumer Price Index for Urban Consumers* (SDCPI-U) plus four percent (4%) allows for minor increases in normal maintenance and



operating costs, without incurring the costs of ballot proceedings required by Proposition 218. Any significant change in the assessment initiated by an increase in service provided or other significant changes to the District would still require Proposition 218 proceedings and property owner approval.

The maximum authorized maintenance assessment rates established in these proceedings will be indexed (increased) annually by a factor equal to the published SDCPI-U plus four percent (4%). Fiscal Year 2015 will be the first year authorized for such indexing. For example, if a parcel's maximum authorized maintenance assessment for a given fiscal year was \$100.00 and the published SDCPI-U increase for that year was 2.0%, the parcel's maximum authorized maintenance assessment for the subsequent fiscal year will be increased to \$106.00 without a vote of property owners in the District. The parcel's actual annual assessment may be less than or equal to the maximum authorized maintenance assessment depending upon the estimated budget for the fiscal year.

Method of Apportionment

Estimated Benefit of Improvements

The *Quarry Falls Specific Plan* (Specific Plan), the Mission Valley Community Plan (Community Plan), the City of San Diego Land Development Code and the general policy recommendations found in the City's *Progress Guide & General Plan* (General Plan) establish several goals, objectives, and guidelines for the planned development of the community. Collectively, these Plans make specific reference to the following noteworthy objectives and recommendations:

- Develop a community that responds to the natural and created attributes of the project site by placing primary focus on the creation of an interactive system of public parks and open space.
- Encourage pedestrian activity through a logical connection of trails, sidewalks, and bicycle facilities.
- Design individual development projects that positively contribute to the character of the City of San Diego and reinforce community identities through control of project design elements such as architecture, landscaping, walls, fencing, lighting and signage.



- Develop an environment that is visually attractive and efficiently and effectively organized, including visually pleasant landscaping.
- Encourage sustainability in design to foster “green” development that reduces energy needs and water consumption.
- Improve the water quality of site run-off through sustainable design features, such as a natural bioswale.

The proposed improvements/services are consistent with these objectives. The City’s General Plan and Community Plan support the establishment of community-based improvement and maintenance districts, such as this District, to fund installation and maintenance of enhanced improvements/services.

The proposed improvements/services are generally located in the public rights-of-way along the various transportation corridors within the District. These transportation corridors serve as the primary access routes for inter-community and intra-community trips. Parcels within the District benefit from the improvements/services in terms of enhanced aesthetics, community image and vitality, and public safety.

Apportionment Methodology

The total cost for maintenance of the identified improvements/services will be assessed proportionally to the parcels in the District based on Equivalent Benefit Units (EBUs). The total assessment for a given parcel is equal to the parcel’s total EBUs multiplied by the Unit Assessment Rate as shown in the following equation:

$\text{Total Assessment} = \text{Total EBUs} \times \text{Unit Assessment Rate}$

Equivalent Benefit Units (EBUs)

EBUs for each parcel have been determined as a function of parcel area, building area, or residential units, and two factors – a Land Use Factor and a Benefit Factor – related as shown in the following equation:

$\text{EBUs} = (\text{Acres, Building Area, or Units}) \times \text{Land Use Factor} \times \text{Benefit Factor}$

Parcels determined to receive no benefit from the maintenance of District improvements/services have been assigned zero (0) EBUs.



Land Use Factor

Since the proposed District improvements/services are primarily associated with the Transportation Element of the City's General Plan, Community Plan, and Specific Plan, trip generation rates for various land use categories (as previously established by the City's Transportation Planning section) have been used as the primary basis for the development of Land Use Factors. While these trip generation rates address vehicular trips, they are also considered to approximately reflect relative trip generation patterns for other modes of transportation (e.g., pedestrian trips, bicycle trips, etc.). Trip generation rates are a suitable measure for the relative intensity of use of the various land uses, and provide the required nexus and basis for assigning relative proportionality of potential benefit to the various land use/zoning classifications (as defined by the City's Municipal Code) within the District. Land use/zoning classifications have been grouped with averaged trip generation rates assigned to establish the Land Use Factors as shown in **Table 2**.

TABLE 2: Land Use Factors

Land Use/Zoning	Code	Land Use Factor ⁽¹⁾
Residential – Single Family (detached)	SFD	1.0 per dwelling unit
Residential – Condominium	CND	0.8 per dwelling unit
Residential – Multi-Family & Apartment	MFR	0.6 per dwelling unit
Civic Buildings	CVC	3.0 per KSF ⁽²⁾
Commercial – Office & Retail	COM	4.0 per KSF ⁽²⁾
Educational – Primary & Secondary	EPS	5.0 per acre
Fire/Police Station	FPS	15.0 per acre
Fitness/Recreation Center	FIT	3.0 per KSF ⁽²⁾
Industrial	IND	15.0 per acre
Open Space (designated)	OSP	0 per acre
Park – Undeveloped (recreation area)	PKU	0.5 per acre
Street/Roadway	STR	0 per acre
Undevelopable	UND	0 per acre
Vacant (developable)	VAC	0 per acre

⁽¹⁾ Proportional to trip generation rates contained in the City of San Diego *Trip Generation Manual* (May 2003).

⁽²⁾ KSF equals 1,000 square feet of building area.



The purpose of designated open space and undevelopable areas is primarily to preserve natural landforms and habitat. While access for study and passive recreation is often permitted, these activities are allowed only to the extent they are consistent with the primary purpose of natural preservation. Since these lands are essentially “unused” in the customary terms of land use (which relate to human use and development), the trip generation rate is zero. Therefore, the designated open space and undevelopable lands receives no benefit from District improvements/services and has been assigned a Land Use Factor of zero.

While those traveling the streets and roadways visually enjoy the enhanced improvements/services being maintained by the District, the actual benefit accrues to the lands within the District not to the lands of the streets and roadways, themselves. Accordingly, the Streets/Roadways category receives no benefit and has been assigned a Land Use Factor of zero.

Benefit Factor

The Land Use Factor described above establishes a proportionality of relative intensity of use (or potential use) for the various parcels of land within the District. It does not address the relationship of this use to the specific improvements/services to be maintained by the District. This relationship is reflected in the Benefit Factor utilized in the assessment methodology.

In determining the Benefit Factor for each land use category, the subcomponents of the benefits of the improvements/services in a district may include some or all of the following: public safety, view corridors and aesthetics, enhancement of community identity and recreational potential. The subcomponents used for this District are: aesthetics/community image and recreation/environmental quality.

As Benefit Factors and their subcomponents are intended to reflect the particular relationships between specific land uses within a district and the specific improvements/services maintained by the district, Benefit Factors will generally vary from one district to another, based on the specific character and nature of the applicable land uses and improvements/services being maintained. For a given land use, the overall Benefit Factor is equal to the sum



of the subcomponent values. If a land use category receives no benefit from a subcomponent, then a value of zero is assigned to that subcomponent. A composite Benefit Factor of 1.0 indicates that full benefit is received. A value less than 1.0 indicates that less than full benefit is received.

The applicable benefit subcomponents and resultant composite Benefit Factors determined for the various Land Use/Zoning categories within this District are as shown in **Table 3**.

TABLE 3: Benefit Factors by Land Use

Land Use/Zoning	Aesthetics/ Community Image (Max. 0.6)	Recreational/ Environmental (Max. 0.4)	Composite Benefit Factor (Max. 1.0)
Residential – All	0.6	0.4	1.0
Civic Buildings	0.4	0.2	0.6
Commercial – Office & Retail	0.4	0.2	0.6
Educational – Primary & Secondary	0.2	0.2	0.4
Fire/Police Station	0.2	0.2	0.4
Fitness/Recreation Center	0.4	0.2	0.6
Industrial	0.2	0.2	0.4
Open Space (designated)	0.0	0.0	0.0
Park – Undeveloped	0.0	0.2	0.2
Street/Roadway	0.0	0.0	0.0
Undevelopable	0.0	0.0	0.0
Vacant (developable)	0.0	0.0	0.0

Aesthetics/Community Image. The District improvements/services provide enhanced aesthetics/community image. The degree of benefit received from this aspect of the improvements/services varies among the land use categories. Generally, by nature of their use, residential lands receive the greatest benefit from aesthetic enhancement of the transportation corridors and community amenities. The remaining (non-residential) land uses are considered to receive a lesser degree of benefit from the aesthetic elements of the District improvements/services, as such enhancements are not as critical to their function, use, or value.



Recreational/Environmental. The District improvements/services provide recreational opportunities and enhanced environmental quality. Residential land uses receive the greatest benefit from the recreational and environmental enhancement. Non-residential uses also benefit, though to a lesser degree, to the extent that such enhancements are an additional attractor to the area. Open Space, Street/Roadway, Undevelopable and Vacant (developable) land uses receive no benefit from recreational and environmental elements of the District improvements/services, as such enhancements are not critical to their function, use, or value.

Total Estimated Equivalent Benefit Units (EBUs)

Based on the assessment factors described above, the EBUs for Fiscal Year 2014 and at project buildout are estimated as shown in **Table 4**.

TABLE 4: Total Estimated EBUs for Fiscal Year 2014 & Project Buildout

Land Use/Zoning	Fiscal Year 2014 ⁽¹⁾		Project Buildout	
	Units	EBUs	Units	EBUs
Residential – Single Family (detached)	--	--	214 units	214.00 EBUs
Residential – Condominium	125 units	100.00 EBUs	1,073 units	858.40 EBUs
Residential – Multi-Family & Apartment	306 units	183.60 EBUs	2,764 units	1,658.40 EBUs
Civic Buildings	--	--	10 KSF ⁽²⁾	18.00 EBUs
Commercial – Office & Retail	--	--	550 KSF ⁽²⁾	1,320.00 EBUs
Educational – Primary & Secondary	--	--	3.42 acres	6.84 EBUs
Fire/Police Station	--	--	--	--
Fitness/Recreation Center	--	--	5 KSF ⁽²⁾	9.00 EBUs
Industrial	--	--	--	--
Open Space (designated)	--	--	15.79 acres	0.00 EBUs
Park – Undeveloped (recreation area)	0.62 acres	0.06 EBUs	19.16 acres	1.92 EBUs
Street/Roadway	--	--	18.74 acres	0.00 EBUs
Undevelopable	--	--	--	--
Vacant (developable)	191.67 acres	0.00 EBUs	--	--
TOTAL EBUs		283.66 EBUs		4,086.56 EBUs

⁽¹⁾ Fiscal Year 2014 begins July 1, 2013 and ends June 30, 2014.

⁽²⁾ KSF equals 1,000 square feet of building area.



The Civita land uses will be developed over many years. Each fiscal year, development patterns and phasing schedules will be reviewed, and parcel assessments adjusted to reflect the state of development anticipated to occur during the coming fiscal cycle.

Assessment Rates

The Unit Assessment Rate (annual assessment per EBU) is based on the Total Annual Program Costs and Total Estimated EBUs, as shown in the following equation:

Unit Assessment Rate = Total Annual Program Costs / Total Estimated EBUs

Based on the Total Annual Program Costs and Total Estimated EBUs, the Unit Assessment Rate for Fiscal Year 2014 and at project buildout are estimated as shown in **Table 5**.

TABLE 5: Fiscal Year 2014 & Maximum Authorized Unit Assessment Rates

	Fiscal Year 2014 ⁽¹⁾	Maximum Authorized ⁽²⁾
Total Annual Assessments	\$85,042	\$1,225,149
Total Estimated EBUs	283.66 EBUs	4,086.56 EBUs
Unit Assessment Rate	\$299.80 per EBU	\$299.80 per EBU

⁽¹⁾ Fiscal Year 2014 begins July 1, 2013 and ends June 30, 2014.
⁽²⁾ Subject to annual increase based on cost-indexing provisions set forth in this Assessment Engineer's Report.

Each fiscal year, the Unit Assessment Rate will be calculated based on the Total Annual Program Costs (net of City contributions) and the Total Estimated EBUs (reflective of the state of current and near term development), not to exceed the established maximum authorized Unit Assessment Rate.

As described above, the total assessment assigned to each parcel in the District has been calculated, based on the preceding factors, as follows:

Total Assessment = Total EBUs x Unit Assessment Rate



Based on the above formula, the EBUs, unit assessment rate, and total assessment calculated for each property, can be found in the Assessment Roll (**Exhibit C**).

Table 6 provides a summary of Fiscal Year 2014 and maximum authorized assessments for the various land uses within the Civita development.

TABLE 6: Fiscal Year 2014 & Maximum Authorized Assessment Rates by Land Use

Land Use/Zoning	Proposed Assessment Rates	
	Fiscal Year 2014 ⁽¹⁾	Maximum Authorized ⁽²⁾
Residential – Single Family (detached)	\$299.80 per dwelling unit	\$299.80 per dwelling unit
Residential – Condominium	\$239.84 per dwelling unit	\$239.84 per dwelling unit
Residential – Multi-Family & Apartment	\$179.88 per dwelling unit	\$179.88 per dwelling unit
Civic Buildings	\$539.64 per KSF ⁽³⁾	\$539.64 per KSF ⁽³⁾
Commercial – Office & Retail	\$719.52 per KSF ⁽³⁾	\$719.52 per KSF ⁽³⁾
Educational – Primary & Secondary	\$599.60 per acre	\$599.60 per acre
Fire/Police Station	\$1,798.80 per acre	\$1,798.80 per acre
Fitness/Recreation Center	\$539.64 per KSF ⁽³⁾	\$539.64 per KSF ⁽³⁾
Industrial	\$1,798.80 per acre	\$1,798.80 per acre
Open Space (designated)	\$0.00 per acre	\$0.00 per acre
Park – Undeveloped (recreation area)	\$29.98 per acre	\$29.98 per acre
Street/Roadway	\$0.00 per acre	\$0.00 per acre
Undevelopable	\$0.00 per acre	\$0.00 per acre
Vacant (developable)	\$0.00 per acre	\$0.00 per acre

⁽¹⁾ Fiscal Year 2014 begins July 1, 2013 and ends June 30, 2014.

⁽²⁾ Subject to annual increase based on cost-indexing provisions set forth in this Assessment Engineer's Report.

⁽³⁾ KSF equals 1,000 square feet of building area.



Summary Results

The District Boundary Map is shown in **Exhibit A**.

An estimate of Fiscal Year 2010 and maximum authorized annual maintenance costs associated with District improvements/services is shown in **Exhibit B**.

The assessment methodology utilized is as described in the text of this report. Based on this methodology, the EBUs, Fiscal Year 2014, and maximum authorized annual maintenance assessments for each parcel were calculated, and are as shown in the Assessment Roll (**Exhibit C**).

Each lot or parcel of land within the District has been identified by unique County Assessor's Parcel Number on the Assessment Roll, and the Boundary Map and Assessment Diagram referenced herein.

A Noticing List containing parcel ownership and mailing address information has been prepared and is shown in **Exhibit D**.

This report has been prepared and respectfully submitted by:

EFS ENGINEERING, INC.



Eugene F. Shank
Eugene F. Shank, PE

C 52792



I, _____, as CITY CLERK of the CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, CALIFORNIA, do hereby certify that the Assessment as shown on the Assessment Roll, together with the Assessment Diagram, both of which are incorporated into this report, were filed in my office on the ____ day of _____, 2013.

Elizabeth Maland, CITY CLERK
CITY OF SAN DIEGO
STATE OF CALIFORNIA

I, _____, as CITY CLERK of the CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, CALIFORNIA, do hereby certify that the foregoing Assessment, together with the Assessment Diagram incorporated into this report, was approved and confirmed by the CITY COUNCIL of said City on the ____ day of _____, 2013.

Elizabeth Maland, CITY CLERK
CITY OF SAN DIEGO
STATE OF CALIFORNIA

EXHIBIT A

BOUNDARY MAP & ASSESSMENT DIAGRAM



NOTE: FOR A DETAILED DESCRIPTION OF THE DIMENSIONS OF LOTS OR PARCELS SHOWN ON THIS MAP, REFER TO THE COUNTY ASSESSMENT MAPS WHICH SHALL GOVERN WITH RESPECT TO THE ENGINEER'S REPORT AND REFERENCED DOCUMENTS FOR DESCRIPTIONS OF SUCH LOTS OR PARCELS. ALL DETAILS CONCERNING THE LINES AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM, SAID ASSESSMENT WAS LEVIED ON THE DAY OF _____, 2012. SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF SAN DIEGO, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE CITY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2012, BY ITS RESOLUTION NO. _____.

OFFICE OF THE CITY CLERK OF SAN DIEGO, STATE OF CALIFORNIA, _____, 2012.

LAND, CITY CLERK

SIS, City of San Diego, and EFS Engineering, Inc.

EXHIBIT B

**EXHIBIT B - Estimated Budget
Civita Maintenance Assessment District**

	<u>Fiscal Year 2014 ⁽¹⁾</u>	<u>Maximum Authorized ⁽²⁾</u>
<u>Expense:</u>		
Personnel	\$ -	\$ -
Supplies	\$ 3,000	\$ 65,000
Services		
Landscape Contract	\$ 38,000	\$ 539,162
Tree Trimming Contract	\$ 750	\$ 35,000
Other Contracts	\$ 1,500	\$ 37,500
Special Districts Administration	\$ 3,500	\$ 34,757
Non-Profit Administration	\$ 9,480	\$ 130,340
Utilities		
Water	\$ 13,500	\$ 135,683
Storm Drain Fee	\$ 700	\$ 8,141
Electrical	\$ 500	\$ 27,320
Special Street Lights		
Electrical	\$ 1,750	\$ 8,125
Maintenance	\$ 3,500	\$ 13,000
Subtotal Ongoing Expenses	\$ 76,180	\$ 1,034,028
Capital Improvements Program	\$ 3,512	\$ 117,365
Contribution to Reserve	\$ 14,159	\$ 186,125
Subtotal CIP and Reserve:	\$ 17,671	\$ 303,490
Total Expense and Reserve	\$ 93,851	\$ 1,337,518
<u>Revenue:</u>		
Assessment Revenue	\$ 85,042	\$ 1,225,149
City Contributions		
General Fund	\$ -	\$ 93,205
Gas Tax	\$ 8,809	\$ 14,402
Other Sources - General Benefit ⁽³⁾		
Mission Center Rd & Friars Rd Parkways	\$ -	\$ 1,915
Central Park	\$ -	\$ 2,847
Total Revenue	\$ 93,851	\$ 1,337,518

⁽¹⁾ Fiscal Year 2014 begins July 1, 2013 and ends June 30, 2014.

⁽²⁾ Maximum authorized assessment subject to cost-indexing provisions contained in Assessment Engineer's Report.

⁽³⁾ Refer to Assessment Engineer's Report for quantification and estimation of "General Benefit" costs.

NOTE: Amounts for each expenditure category may vary depending on specific needs for the District. In future years, budgets for each expenditure category for the District will be presented in the Mayor's Proposed Budget and approved annually through the City Council budget deliberation process.

EXHIBIT C

**ASSESSMENT ENGINEER'S REPORT
ASSESSMENT ROLL**

The undersigned, pursuant to the "Maintenance Assessment Districts Ordinance" (San Diego Municipal Code, Division 2, Article 5, Chapter VI, §65.0201 et seq.), the "Landscaping & Lighting Act of 1972" (California Streets & Highways Code §22500 et seq.), applicable provisions of "Proposition 218" (Article XIID of the California Constitution), and provisions of the "Proposition 218 Omnibus Implementation Act" (California Senate Bill 919) (the aforementioned provisions are hereinafter referred to collectively as "Assessment Law"), does hereby submit the following:

1. Pursuant to the provisions of Assessment Law and the Resolution of Intention, we have assessed the costs and expenses of the works of improvement (maintenance) to be performed in the Assessment District upon the parcels of land in the Assessment District benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Boundary Map and Assessment Diagram on file in the Maintenance Assessment Districts section of the Park and Recreation Department of the City of San Diego. A reduced copy of the Boundary Map is included in the Assessment Engineer's Report as Exhibit A.
2. The Assessment Diagram included in this report shows the Assessment District, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within the Assessment District, the same as existed at the time of the passage of the Resolution of Intention, each of which subdivisions of land or parcels or lots respectively have been given a separate number upon the Assessment Diagram and in the Assessment Roll (Exhibit C).
3. By virtue of the authority contained in said Assessment Law, and by further direction and order of the legislative body, we hereby make the following assessment to cover the costs and expenses of the works of improvement (including maintenance) for the Assessment District based on the costs and expenses as set forth in the Assessment Engineer's Report.

For particulars as to the individual assessments and their descriptions, reference is made to the Assessment Roll (Exhibit C) attached hereto.

DATED: March 22, 2013

EFS ENGINEERING INC.



By: Eugene F. Shank
Eugene F. Shank, PE C 52792

EXHIBIT C1 - Assessment Roll (Fiscal Year 2014) Civita Maintenance Assessment District

Parcel Number	Diagram Number	Acres/ Units (1)	Land Use Code (2)	Apportionment Factors		Total EBUs	Fiscal Year 2014 (4)		Owner Name
				Land Use (2)	Benefit (3)		Unit Cost	Assessment	
438-012-02-00	1	12.11	VAC	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
438-012-07-00	2	1.93	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-220-15-00	3	0.48	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-360-01-00	4	40.00	VAC	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-360-07-00	5	29.73	VAC	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-360-09-00	6	4.16	VAC	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-360-11-00	7	5.78	VAC	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-360-16-00	8	28.15	VAC	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-360-18-00	9	38.37	VAC	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-370-07-00	10	19.39	VAC	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-400-01-00	11	184.00	MFR	0.60	1.00	110.40	\$299.80	\$33,097.92	QF Circa 37 L L C c/o Sudberry Properties
677-400-02-00	12	4.78	VAC	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-400-03-00	13	4.93	VAC	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-400-04-00	14	122.00	MFR	0.60	1.00	73.20	\$299.80	\$21,945.36	QF Circa 37 L L C c/o Sudberry Properties
677-400-05-00	15	76.00	CND	0.80	1.00	60.80	\$299.80	\$18,227.84	Shea Homes Ltd Partnership c/o Paul Barnes
677-400-06-00	16	49.00	CND	0.80	1.00	39.20	\$299.80	\$11,752.16	Shea Homes Ltd Partnership c/o Paul Barnes
677-400-07-00	17	0.62	PKU	0.50	0.20	0.06	\$299.80	\$18.58	QF Circa 37 L L C c/o Sudberry Properties
677-400-08-00	18	0.49	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-400-09-00	19	0.25	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-400-10-00	20	0.50	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-400-11-00	21	0.13	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Shea Homes Ltd Partnership c/o Paul Barnes
TOTAL	-	-	-	-	-	283.66	-	\$85,042	

(1) Applicable units (acres or dwelling units) dependent upon Land Use Code.
(2) Refer to Engineer's Report for description of Land Use Codes and applicable Land Use Factor.
(3) Refer to Engineer's Report for applicable Benefit Factors.
(4) Fiscal Year 2014 begins July 1, 2013 and ends June 30, 2014.

EXHIBIT C2 - Assessment Roll (Maximum Authorized) Civita Maintenance Assessment District

Parcel Number	Diagram Number	Acres/ Units (1)	Land Use Code (2)	Apportionment Factors		Total EBUs	Maximum Authorized (4)		Owner Name
				Land Use (2)	Benefit (3)		Unit Cost	Assessment	
438-012-02-00	1	67.50	COM	4.00	0.60	162.00	\$299.80	\$48,567.60	Quarry Falls L L C c/o Sudberry Properties
438-012-02-00	1	359.00	MFR	0.60	1.00	215.40	\$299.80	\$64,576.92	Quarry Falls L L C c/o Sudberry Properties
438-012-02-00	1	1.35	PKU	0.50	0.20	0.14	\$299.80	\$40.46	Quarry Falls L L C c/o Sudberry Properties
438-012-07-00	2	1.93	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-220-15-00	3	0.48	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-360-01-00	4	240.00	CND	0.80	1.00	192.00	\$299.80	\$57,561.60	Quarry Falls L L C c/o Sudberry Properties
677-360-01-00	4	5.00	FIT	3.00	0.60	9.00	\$299.80	\$2,698.20	Quarry Falls L L C c/o Sudberry Properties
677-360-01-00	4	4.28	PKU	0.50	0.20	0.43	\$299.80	\$128.30	Quarry Falls L L C c/o Sudberry Properties
677-360-01-00	4	142.00	SFD	1.00	1.00	142.00	\$299.80	\$42,571.60	Quarry Falls L L C c/o Sudberry Properties
677-360-07-00	5	469.00	CND	0.80	1.00	375.20	\$299.80	\$112,484.96	Quarry Falls L L C c/o Sudberry Properties
677-360-07-00	5	150.00	MFR	0.60	1.00	90.00	\$299.80	\$26,982.00	Quarry Falls L L C c/o Sudberry Properties
677-360-07-00	5	0.34	PKU	0.50	0.20	0.03	\$299.80	\$10.18	Quarry Falls L L C c/o Sudberry Properties
677-360-09-00	6	50.00	SFD	1.00	1.00	50.00	\$299.80	\$14,990.00	Quarry Falls L L C c/o Sudberry Properties
677-360-11-00	7	3.57	PKU	0.50	0.20	0.36	\$299.80	\$107.02	Quarry Falls L L C c/o Sudberry Properties
677-360-16-00	8	15.00	CND	0.80	1.00	12.00	\$299.80	\$3,597.60	Quarry Falls L L C c/o Sudberry Properties
677-360-16-00	8	226.00	COM	4.00	0.60	542.40	\$299.80	\$162,611.52	Quarry Falls L L C c/o Sudberry Properties
677-360-16-00	8	514.00	MFR	0.60	1.00	308.40	\$299.80	\$92,458.32	Quarry Falls L L C c/o Sudberry Properties
677-360-16-00	8	1.14	PKU	0.50	0.20	0.11	\$299.80	\$34.18	Quarry Falls L L C c/o Sudberry Properties
677-360-18-00	9	29.00	CND	0.80	1.00	23.20	\$299.80	\$6,955.36	Quarry Falls L L C c/o Sudberry Properties
677-360-18-00	9	102.50	COM	4.00	0.60	246.00	\$299.80	\$73,750.80	Quarry Falls L L C c/o Sudberry Properties
677-360-18-00	9	10.00	CVC	3.00	0.60	18.00	\$299.80	\$5,396.40	Quarry Falls L L C c/o Sudberry Properties
677-360-18-00	9	3.42	EPS	5.00	0.40	6.84	\$299.80	\$2,050.62	Quarry Falls L L C c/o Sudberry Properties
677-360-18-00	9	475.00	MFR	0.60	1.00	285.00	\$299.80	\$85,443.00	Quarry Falls L L C c/o Sudberry Properties
677-360-18-00	9	7.86	PKU	0.50	0.20	0.79	\$299.80	\$235.64	Quarry Falls L L C c/o Sudberry Properties
677-360-18-00	9	22.00	SFD	1.00	1.00	22.00	\$299.80	\$6,595.60	Quarry Falls L L C c/o Sudberry Properties
677-370-07-00	10	120.00	CND	0.80	1.00	96.00	\$299.80	\$28,780.80	Quarry Falls L L C c/o Sudberry Properties
677-370-07-00	10	154.00	COM	4.00	0.60	369.60	\$299.80	\$110,806.08	Quarry Falls L L C c/o Sudberry Properties
677-370-07-00	10	350.00	MFR	0.60	1.00	210.00	\$299.80	\$62,958.00	Quarry Falls L L C c/o Sudberry Properties
677-400-01-00	11	184.00	MFR	0.60	1.00	110.40	\$299.80	\$33,097.92	QF Circa 37 L L C c/o Sudberry Properties
677-400-02-00	12	305.00	MFR	0.60	1.00	183.00	\$299.80	\$54,863.40	Quarry Falls L L C c/o Sudberry Properties
677-400-03-00	13	305.00	MFR	0.60	1.00	183.00	\$299.80	\$54,863.40	Quarry Falls L L C c/o Sudberry Properties
677-400-04-00	14	122.00	MFR	0.60	1.00	73.20	\$299.80	\$21,945.36	QF Circa 37 L L C c/o Sudberry Properties
677-400-05-00	15	108.00	CND	0.80	1.00	86.40	\$299.80	\$25,902.72	Shea Homes Ltd Partnership c/o Paul Barnes
677-400-06-00	16	92.00	CND	0.80	1.00	73.60	\$299.80	\$22,065.28	Shea Homes Ltd Partnership c/o Paul Barnes

**EXHIBIT C2 - Assessment Roll (Maximum Authorized)
Civita Maintenance Assessment District**

Parcel Number	Diagram Number	Acres/ Units (1)	Land Use Code (2)	Apportionment Factors		Total EBUs	Maximum Authorized (4)		Owner Name
				Land Use (2)	Benefit (3)		Unit Cost	Assessment	
677-400-07-00	17	0.62	PKU	0.50	0.20	0.06	\$299.80	\$18.58	QF Circa 37 L L C c/o Sudberry Properties
677-400-08-00	18	0.49	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-400-09-00	19	0.25	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-400-10-00	20	0.50	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Quarry Falls L L C c/o Sudberry Properties
677-400-11-00	21	0.13	OSP	0.00	0.00	0.00	\$299.80	\$0.00	Shea Homes Lid Partnership c/o Paul Barnes
TOTAL							4,086.56	\$1,225,149	

(1) Applicable units (acres or dwelling units) dependent upon Land Use Code.
(2) Refer to Engineer's Report for description of Land Use Codes and applicable Land Use Factor.
(3) Refer to Engineer's Report for applicable Benefit Factors.
(4) Subject to cost-indexing provisions as described within this Engineer's Report.

EXHIBIT D

EXHIBIT D - Noticing List Civita Maintenance Assessment District

Parcel Number	Diagram Number	Owner Name	Mailing Address				
			Street Address	City	State	Zip	Country
438-012-02-00	1	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
438-012-07-00	2	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-220-15-00	3	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-360-01-00	4	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-360-07-00	5	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-360-09-00	6	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-360-11-00	7	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-360-16-00	8	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-360-18-00	9	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-370-07-00	10	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-400-01-00	11	QF Circa 37 L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-400-02-00	12	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-400-03-00	13	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-400-04-00	14	QF Circa 37 L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-400-05-00	15	Shea Homes Ltd Partnership c/o Paul Barnes	9990 Mesa Rim Road, Suite 200	San Diego	CA	92121	
677-400-06-00	16	Shea Homes Ltd Partnership c/o Paul Barnes	9990 Mesa Rim Road, Suite 200	San Diego	CA	92121	
677-400-07-00	17	QF Circa 37 L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-400-08-00	18	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-400-09-00	19	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-400-10-00	20	Quarry Falls L L C c/o Sudberry Properties	5465 Morehouse Drive, Suite 260	San Diego	CA	92121	
677-400-11-00	21	Shea Homes Ltd Partnership c/o Paul Barnes	9990 Mesa Rim Road, Suite 200	San Diego	CA	92121	

**MAINTENANCE AGREEMENT BETWEEN THE
CITY OF SAN DIEGO AND CIVITA PUBLIC MAINTENANCE
CORPORATION**

THIS MAINTENANCE AGREEMENT (Agreement) is made and entered into by and between the City of San Diego, a municipal corporation (City), and Civita Public Maintenance Corporation, a non-profit corporation (Contractor).

RECITALS

WHEREAS, the City desires to retain the services of Contractor to provide administration of the maintenance services to Civita Maintenance Assessment District (District); and

WHEREAS, the boundaries of the District are generally defined as follows: Friars Road to the south, Phyllis Place to the north, Interstate 805 to the east, and Mission Center Road to the west as defined in the *Quarry Falls Specific Plan* and *Quarry Falls Vesting Tentative Map* (both dated October 21, 2008) and the Civita Maintenance Assessment District Engineer's Report for Fiscal Year 2014; and

WHEREAS, a majority of the property owners in the District, weighted by the dollar amount of their assessments in the District, signed ballots in support of Contractor's role to assume the responsibility for administration of Contracts for Goods and Contracts for Services (as these terms are defined in San Diego Municipal Code 65.0202) for the District in accordance with the San Diego Municipal Code section 65.0212; and

WHEREAS, every year the City Council approves an updated engineer's report that includes a budget for the services to be provided within the district for the applicable fiscal year (District Budget);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for other valuable consideration which is hereby acknowledged, City and Contractor hereby agree as follows:

ARTICLE I - SCOPE OF SERVICES

A. General Services

1. Contractor shall provide administration of the Contracts for Goods and Contracts for Services and prepare financial statements for the District in accordance with the "Maintenance Assessment Districts Ordinance" (Division 2, Article 5, Chapter VI, beginning at section 65.0201 of the San Diego Municipal Code) and the "Landscaping and Lighting Act of 1972" (Part 2 of Division 15 of the California Streets and Highways Code), and as set forth in the assessment engineer's report approved by the City Council in connection with the formation of the District (Engineer's Report).

2. Contractor shall perform all duties as reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards outlined in this Agreement and the Engineer's Report.

B. Specific Requirements

1. Contractor, at a minimum, shall provide the maintenance standards described in the Scope of Services (Exhibit A) within the boundaries of the District and for any Zone within the District, consistent with the City Council-approved current fiscal year District Budget afforded for such maintenance services and Exhibit B.
2. Contractor shall remit payment annually to the City by August 1 for the purpose of covering the costs of "Other Public Benefits," as that term is described in the Engineer's Report. Such payment shall be in the amount necessary to cover the Other Public Benefits, as specified in the District Budget for the applicable fiscal year.
3. Contractor shall conduct on-site inspections of all work done under this Agreement in the District and shall submit a report to the City indicating that such on-site inspections have been completed.
4. Contractor shall correct any deficiency reported by City staff pursuant to Section II(B)(1) of this Agreement within thirty calendar days.
5. Contractor shall be responsible for responding, in writing, to the City regarding District maintenance complaints received by the City.
6. Contractor shall provide at least one noticed meeting with the property owners within the District annually and attempt to meet on a regular basis with the relevant planning group or designated property owners' representatives within the District. The noticed meeting shall be used to finalize plans and specifications for improvements and maintenance as described in the Engineer's Report, evaluate the performance of any maintenance contractor, and advise Contractor regarding the improvements and regular maintenance as described in the Engineer's Report for the District. With respect to any such meeting, Contractor shall use its best efforts to contact either orally or in writing the City, the relevant community planning group or designated property owners' representatives of the District, and provide notice in community newspapers, if available.
7. Contractor shall submit to the City no later than February 1 of each year a line item budget for the upcoming fiscal year. Contractor shall be required to budget a minimum of 10 percent as a contingency reserve. This proposed budget for services in the District will be brought forward to City Council for consideration as the District Budget for the upcoming fiscal year.
7. Contractor shall maintain a separate set of books and records of costs associated with Contractor's responsibilities under this Agreement for audit at the expense of the District.

ARTICLE II - SERVICES PROVIDED BY THE CITY

A. Budget

1. The City will carry out all actions reasonably necessary for processing the annual budget for maintenance of the District.
2. The City will review and consider Contractor's proposed budget for maintenance operations in preparing and approving the District Budget.
3. The City may, at its sole discretion, amend line items in the District Budget upon a written request from Contractor, provided the amendments would not increase the total amount authorized for reimbursement to Contractor.

B. Services

1. City staff shall conduct at least four District inspections during the term of this agreement to evaluate compliance with the maintenance standards. If, after City staff conducts an inspection, Contractor is found to be deficient with respect to any standard or if City staff finds that the District is not being properly administered by Contractor, a report of such findings will be presented to Contractor. If the deficiency is not satisfactorily corrected within thirty calendar days, the report will then be presented to the City Council. The City Council may use such findings as the basis for termination of this Agreement pursuant to Article VI hereof and San Diego Municipal Code section 65.0212.
2. The City reserves the right to deploy its public safety personnel in a manner which, in the City's sole discretion, best serves the needs of the public. Further, nothing in this Agreement shall be deemed to abrogate or waive the provisions of California Government Code section 845.
3. The City will coordinate the collection of assessments with the County of San Diego and provide general administrative services, assistance, and information to Contractor.

ARTICLE III - COMPENSATION AND REIMBURSEMENT

A. Invoices

1. Contractor shall submit monthly reimbursement requests to the City along with all supporting receipts, invoices, checks, payroll statements, bank statements, and all other records of services performed. Each expenditure submitted for reimbursement must show as cleared on the submitted bank statements.
2. The City will reimburse Contractor from District funds within thirty days of receipt of a proper reimbursement request. The request must include both a Trial Balance and Summary of Expenses as of the period claimed. The Summary of

Expenses shall detail expenses by expenditure category and line item as reflected in the City Council-approved current fiscal year District Budget and in accordance with Exhibit B.

3. All invoices shall include the names and rates of pay for contracted personnel who have performed services on behalf of the District, the hours worked, and details of any reasonable and necessary out-of-pocket expenses. Reimbursement requests shall be signed by a representative of Contractor's board, not the Executive Director.
4. Contractor shall not request, nor shall it be entitled to, reimbursement under this Agreement for any expenditure that has been or will be properly charged to a funding source other than District funds.
5. Contractor shall not request reimbursement under this Agreement for any expenditure that has been or will be properly charged to a funding agency other than the City.

B. Compensation

1. Contractor shall be compensated for its services pursuant to this Agreement solely by the terms of this Section III(B). In any given fiscal year, Contractor is entitled to receive an additional amount of up to 15 percent of budgeted annual expenditures, as reflected in the District Budget, in order to pay for the wages, salaries, and benefits of Contractor's administrative employees, but only to the extent such wages, salaries, and benefits compensate for activities directly undertaken for the administration of the District. Such additional amount shall constitute Contractor's "Administration." Contractor shall not be authorized to include charges for Administration on any amounts paid by Contractor that contain any administrative charges by the billing entity. If Contractor enters into any contracts with third parties for the performance of any of Contractor's duties under this Agreement and any such contract includes an administrative charge, Contractor shall not be entitled to receive Administration reimbursements for its own administration activities related to the work performed by third party contractors.
2. The Administration reimbursement to Contractor shall be limited to 15 percent of the budgeted annual expenditures in the District.
3. The City shall be compensated from the assessment revenues the greater of \$3,500 or 4 percent of budgeted annual expenditures for administrative services associated with the annual budget processing, property tax enrollment and collections, professional engineering services, on-site inspections, and audit services from the District Budget.

4. The City will not reimburse Contractor for any expenditure that has been or may be properly charged to, or reimbursed by, a City funding source other than District funds.
5. The City will not reimburse Contractor for any expenditure that has been or may be properly charged to, or reimbursed by, a public agency other than the City.

C. Advances

1. Upon a written request from Contractor, the City shall make an annual cash advance of three months of working capital to Contractor based on the District's monthly cash flow budget requirements related to the City Council-approved current fiscal year District Budget. If the District reserves are not adequate to cover the working capital advance request, an advance will be based on available cash at the time of the request.
2. The advance will be returned on or before the termination of this Agreement as either a reduction of the final reimbursement request or a transfer of funds from Contractor.

D. Suspension Of Payment.

1. If Contractor fails to perform any of its obligations as set forth in this Agreement, the City shall have the right to suspend the payment of Administration costs to Contractor pursuant to Article III until such time as Contractor is in compliance with the terms of this Agreement. If, as a result of Contractor's failure to perform, the City elects to withhold payment, the City shall give Contractor written notice of its intention to suspend payment of Administration costs until Contractor has cured its noncompliance. Such notice shall provide Contractor with a description of the failure to perform upon which the City has based its suspension of payment hereunder. Upon the performance by Contractor of its obligations under this Agreement, the City shall resume payments of Administrative costs to Contractor in conformance with the terms of Article III set forth above.

ARTICLE IV - EFFECTIVE DATE AND TERM

Upon the execution of this Agreement by the parties and approval of this Agreement by the City Attorney in accordance with Charter Section 40, this Agreement shall be effective as of July 1, 2013 and continue for one year until June 30, 2014 [Term], unless terminated earlier in accordance with the terms of this Agreement. City shall have the option to renew this Agreement in one-year increments for up to four additional years. In no event shall the term of this Agreement extend beyond June 30, 2018.

ARTICLE V - DOCUMENTS, RECORDS, AND REPORTS

A. Ownership Of Documents

1. Once Contractor has been compensated for services performed, all documents, including, but not limited to reports and maps prepared in connection with or related to the Scope of Services, shall be the property of the City.
2. The City's ownership of these documents includes all incidental rights, whether or not the work for which they were prepared has been performed.
3. This Section V(A) shall apply whether the Agreement is terminated by the completion of the services, by the expiration of this Agreement under Article IV, or in accordance with any other provisions of this Agreement.
4. Notwithstanding the foregoing, Contractor shall have the right, at its sole cost, to make and retain separate copies of the documents.

B. Audit And Inspection Of Records

1. At any time during normal business hours and as often as the City deems necessary, Contractor and all subcontractors shall make available to the City for examination and copying at reasonable locations within the City of San Diego all data and records relating to all matters covered by this Agreement. Contractor and all subcontractors will permit the City to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement.
2. Contractor and subcontractors shall maintain such data and records for a period of three years following receipt of the final payment of this Agreement. With respect to receipts, invoices, checks, payroll statements, bank statements, and all other evidence of payments for which Contractor is reimbursed by the City pursuant to this Agreement, Contractor shall maintain such documentation at its principal place of business in the City of San Diego for the required period of time. With respect to all records covered by this Section V(B), if Contractor does not make them available within the City of San Diego, then Contractor shall pay all City's travel related costs to audit records associated with this Agreement where records are maintained.

C. Financial Reports

Contractor shall provide an audited financial statement of all reimbursements and working capital advances paid to Contractor with District funds within 180 days after the end of Contractor's fiscal year. The financial statements must be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited by an independent Certified Public Accountant (CPA) in accordance with Generally Accepted Auditing Standards (GAAS). The statements must include a Statement of Expenditures of the District's funds identified in the same expenditure classifications as contained in the City

Council-approved District Budget and show a comparison to the budgeted amounts, and a Statement of Compliance with the terms of this Agreement signed by Contractor. Failure to comply with these requirements could result in suspension of any current payments or possible future funding.

ARTICLE VI - TERMINATION

A. City's Right To Terminate For Default

1. If Contractor fails to perform or adequately perform any obligation required by this Agreement, Contractor's failure shall constitute a default. The Mayor or designee shall promptly give Contractor written notice of the occurrence of the default, and shall allow Contractor thirty days thereafter to cure the default, or to submit a written plan of action to cure such a default within a reasonable and safe period of time thereafter. Failure to cure the default or timely submit the plan of action within the thirty-day period, or failure to adhere to the plan of action, shall entitle the City Council to terminate this Agreement in accordance with San Diego Municipal Code section 65.0212 and Section VI(C) below.
2. Notwithstanding the foregoing, if the nature of the default could endanger the public's health and safety, Contractor shall cure the default within twenty-four hours of receipt of notice of the default. If Contractor fails to fully and timely cure the default, then the City Council may, in its sole and absolute discretion, terminate this Agreement.

B. Termination For Convenience

Notwithstanding any other provision of this Agreement, the City may terminate this Agreement for any reason and at any time, provided the termination is carried out in accordance with San Diego Municipal Code section 65.0212 and Section VI(C) below.

C. Notice

1. The City Council may terminate this Agreement with Contractor at any time provided:
 - (a) a public hearing is held on the City's intention to terminate this Agreement with Contractor;
 - (b) Contractor is provided thirty calendar days' notice of the public hearing on the City's intention to terminate this Agreement;
 - (c) a notice of the public hearing is mailed at least fifteen calendar days prior to the public hearing to each property owner within the District; and
 - (d) the City Council determines at the conclusion of the public hearing that it is in the best interests of the District to terminate this Agreement with Contractor.

2. Upon termination of this Agreement, the City shall assume administration of Contracts for Goods and Contracts for Services for the District as defined in San Diego Municipal Code section 65.0202. Contractor shall transmit to the City all funds, books, records, data, equipment and other assets of the District no later than thirty calendar days after receipt of written notice of termination. Until the actual transfer of these assets is complete, Contractor shall continue to administer the Contracts for Goods and Contracts for Services for the District so that there is no interruption in or loss of service to property owners within the District. Contractor may be entitled to permitted costs during such period as set forth in Article III.

D. City's Right To Terminate For Bankruptcy Or Assignment For The Benefit Of Creditors

If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon Contractor, immediately cancel and/or terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement.

E. No Waiver Of Other Remedies

The rights and remedies of the City enumerated in this Agreement are cumulative and shall not limit the City's rights under any other provision of this Agreement or the San Diego Municipal Code, or 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.

F. Contractor's Right To Terminate

Contractor may terminate this agreement for any reason after providing ninety calendar days written notice of its intent to terminate to the City. Contractor shall transmit to the City all funds, books, records, data, equipment and other assets of the District no later than ninety calendar days of issuance of written notice of termination. Until the actual transfer of these assets is complete, Contractor shall continue to administer the Contracts for Goods and Contracts for Services for the District so that there is no interruption in or loss of service to property owners within the District.

**ARTICLE VII - INDEPENDENT CONTRACTOR
AND DISTRICT MANAGEMENT**

A. Delegation Of Duties

Contractor is an independent contractor. Contractor shall administer the District services and activities and may engage one or more contractors to provide routine maintenance services including trash collection and disposal, graffiti removal, repair, landscaping, and

lighting improvements. Accordingly, Contractor's duties specified in this Agreement may not be delegated by Contractor without the prior written consent of the City.

B. Parties' Representatives

1. Contractor agrees that a designated officer of Contractor (Contractor Representative) shall be the primary contact between Contractor and the City for the purposes of this Agreement (see Exhibit C). The Contractor Representative shall coordinate Contractor's activities for the engagement and shall participate in all phases of the engagement. In order to simplify invoice processing, it is agreed by Contractor that the Contractor Representative shall act as billing agent for work provided by Contractor. Contractor shall notify the City within ten calendar days of replacement of the Contractor Representative and shall provide an amended Exhibit C to reflect the replacement.
2. Contractor's management of the services of this Agreement is of substantial concern and importance to the City, requiring coordination with City services. The quality of performance will reflect on the City and its management. Accordingly, the City requires Contractor to inform the City on a regular basis of any changes in the Officers of Contractor and of the identity of its subcontractors and their areas of responsibility.
3. The Mayor or designee (City Representative) shall be the primary contact between the City and Contractor for purposes of this Agreement (see Exhibit C).

ARTICLE VIII - COVENANTS AND CONDITIONS

All provisions hereof expressed as either covenants or conditions on the part of the City or Contractor to be performed or observed shall be deemed to be both covenants and conditions.

ARTICLE IX - COMPLIANCE WITH CONTROLLING LAW

Contractor shall comply with all applicable laws, rules, regulations, ordinances, resolutions, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition to the foregoing, Contractor shall comply immediately with any and all directives issued by the City or its authorized representatives under authority of any law, rule, ordinance, or regulation. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

ARTICLE X - ACCEPTABILITY OF WORK

The City shall decide any and all questions that may arise as to the quality or acceptability of the services performed, the manner of performance, the interpretation of instructions to Contractor, the acceptable completion of this Agreement, and the amount of compensation due. In the event Contractor believes that any requirement of the City interferes with or affects the independence of Contractor, Contractor shall confer with the

City in order to resolve any possible conflict. In the event Contractor and the City cannot agree as to the quality or acceptability of the work, the manner of performance and/or the compensation payable to Contractor in this Agreement, the City or Contractor shall give to the other written notice thereof. No later than ten calendar days thereafter, Contractor and the City shall each prepare a written report that supports its position and file the same with the other party. Thereafter, the City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to Contractor. This is not intended to be in any arbitration dispute between the parties of this Agreement.

ARTICLE XI - INFORMAL DISPUTE RESOLUTION

If Contractor and the City have any dispute as to their respective rights and obligations under this Agreement, or the meaning or interpretation of any provisions hereof, they shall first attempt to resolve such disputes 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 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 days of the second party's receipt of such notice, or at such time thereafter as is reasonable under the circumstances.

ARTICLE XII - INDEMNIFICATION

Contractor agrees to defend, indemnify, protect and hold the City, and all of its officers, agents and employees harmless from any and all actions, suits, proceedings, liability, claims, demands for, damages or injuries to, any person, including injury to Contractor's officers, agents, and employees, and all claims that may arise from or are directly connected with or attributable to the negligence or failure to perform professional services or other obligations of this Agreement, or are caused or claim to be caused by the acts or omissions of Contractor, its officers, agents or employees, and all expenses of investigating and defending against same; provided, however, that this duty to defend, indemnify and hold harmless shall not include any claim arising from the established sole negligence or willful misconduct of the City, its officers, agents or employees.

ARTICLE XIII - INSURANCE

A. Prerequisites To Commencement Of Work

1. Prior to the execution of this Agreement by the Parties and approval by the City Attorney in accordance with Charter Section 40, and prior to Contractor's performance of its obligations and/or duties under this Agreement, Contractor shall complete each of the following:
 - (a) obtain City approval of each insurance company (or companies), as required in Section B below;

- (b) obtain all insurance coverage required in Sections XIII(C); XIII(D); and XIII(E), below;
 - (c) obtain, and provide to the City, insurance certificates evidencing all insurance coverage required in Sections XIII(C); XIII(D); and XIII(E), below; and
 - (d) confirm that all insurance policies and insurance certificates contain the specific provisions required by Sections XIII(C); XIII(D); and XIII(E), below.
2. Contractor shall not allow any subcontractor to commence work on public property, unless and until all insurance required of the subcontractor, as described in Sections XIII(C), XIII(D), and XIII(E), below, has been obtained.

B. Insurance Companies

All insurance coverage required in Sections XIII(C), XIII(D), and XIII(E), 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.

C. Commercial General Liability Insurance

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 in the amount of at least \$1,000,000 per occurrence, subject to an annual aggregate of at least \$2,000,000.
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 canceled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
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.
- 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.

D. Commercial Automobile Liability Insurance

- 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 that 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.
- 2. The policy shall expressly provide that the policy cannot be canceled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
- 3. The policy shall be endorsed to expressly provide that The City, its elected officials, officers, agents, employees, and representatives are named as additional insureds.

E. Workers' Compensation Insurance

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

F. Endorsements

All endorsements required under Sections XIII(C), XIII(D), and XIII(E) above shall be in full force and effect for the entire term of this Agreement.

G. 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 XIII(C), XIII(D), and XIII(E) above, and its right to review, at any time, Contractor's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. If the City determines that such insurance coverage, limits, deductibles, and/or self-insured retentions are unacceptable, the City and Contractor shall amend this Agreement to adjust such insurance coverage, limits, deductibles, and/or self-insured retentions to a level acceptable to the City, and Contractor shall comply with any such amendment.

H. 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.

I. 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.

J. Modifications Affecting City's Exposure To Loss

Contractor shall not modify any policy (or endorsement thereto) that increases the City's exposure to loss for the duration of this Agreement.

K. Additional Insurance

Contractor may obtain additional insurance not required by this Agreement.

L. Expiration Of Policies

At least thirty calendar days prior to the expiration of each insurance policy required herein, Contractor shall provide the City an insurance certificate, showing that a new or extended policy has been obtained which meets the requirements of this Agreement.

M. Requirement To Maintain Insurance Coverage

Contractor maintenance of the insurance coverage required in Sections XIII(C), XIII(D), and XIII(E) above is a material provision of this Agreement. Any failure by Contractor to maintain or renew such coverage, or to provide the City evidence of renewal during the term of this Agreement, shall constitute a material breach of contract.

ARTICLE XIV - CONFLICT OF INTEREST

- A. Contractor is aware of and is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq., and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.
- B. If, in performing the professional services 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 department's conflict of interest code, Contractor shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Contractor's relevant financial interests.
- C. If the City requires Contractor to file a Statement of Economic Interests as a result of the professional services performed, Contractor shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.
- D. 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 a conflict of interest code. 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 a conflict of interest code.
- E. Contractor shall establish and make known to its employees and agents 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, or other relationships.

If Contractor violates any conflict of interest law, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects Contractor to liability to the City for attorneys' fees and all damages sustained as a result of the violation. It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of sections 1090 *et seq.* 87100 *et seq.* of the California Government Code relating to conflicts of interest for public officers and employees, as well as the conflict of interest codes of the City. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City shall immediately terminate this Agreement by giving written notice thereof. Contractor agrees to abide by section 87100 *et seq.* of the California Government Code during the term of this Agreement. The City may determine that Contractor is subject to a conflict of interest code and is required

to complete one or more statements of economic interest disclosing relevant financial interests. Upon the City's request, Contractor shall submit the necessary documentation.

- F. 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.
- G. If Contractor violates any conflict of interest law, or any of the provisions of this Article XIV, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies set forth in Exhibit E. 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 XV - ATTORNEYS' FEES

If either party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including, but not limited to, the recovery of damages for its breach, the prevailing party in said action or proceeding shall be entitled to recovery of its costs and reasonable attorneys' fees.

ARTICLE XVI - NOTICE

Unless otherwise provided in this Agreement, in all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. Unless otherwise provided by notice in writing from the respective parties, notice shall be addressed as follows.

Notice to the City shall be addressed:

City of San Diego
Park and Recreation Department, Open Space Division
202 C Street, 5th Floor, MS-5D
San Diego, California 92101

Notice to Contractor shall be addressed:

Civita Public Maintenance Corporation
c/o Mark Radelow
5465 Morehouse Drive Ste 260
San Diego California 92121-4714

Either party may change the address for its receipt of notice hereunder by giving notice thereof in the manner herein specified. Nothing herein contained shall preclude or render inoperative service or such notice in the manner provided by law.

ARTICLE XVII - CONTRACTS AWARDED BY CONTRACTOR

Contractor shall comply with the San Diego Municipal Code sections 65.0212 (c)(6) and 65.0214 for the award of any contract pertaining to the District.

ARTICLE XVIII - NON-DISCRIMINATION REQUIREMENTS

A. Equal Opportunity Contracting Program

Contractor and each of its Subcontractors shall comply with the City's Equal Opportunity Contracting Consultant Requirements, which is attached hereto as Exhibit D and incorporated herein by this reference.

B. Non-Discrimination Ordinance

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between Contractor and any subcontractors, vendors and suppliers.

C. Compliance Investigations

Upon the City's request, Contractor agrees to provide to the City, within sixty calendar days, 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 the Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination In Contracting Ordinance (Municipal Code sections 22.3501-22.3517.). Contractor understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination In Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination In Contracting Ordinance apply only to violations of said Ordinance.

ARTICLE XIX - STORM WATER POLLUTION PREVENTION

Contractor and each of its Subcontractors shall comply with the Storm Water Management And Discharge Control ordinance, San Diego Municipal Code section 43.0301 *et seq.*, in performing or delivering services in the District, regardless of location.

ARTICLE XX - DRUG-FREE WORKPLACE

Contractor agrees to comply with the City's Drug Free Workplace requirements and shall certify to the City that it will provide a drug-free workplace. Any subcontract entered into by Contractor pursuant to this Agreement shall contain this provision.

ARTICLE XXI - AMERICANS WITH DISABILITIES ACT

Contractor shall comply with Council Policy 100-04, adopted by Resolution No. R-282153 relating to the federally-mandated Americans with Disabilities Act (ADA). Contractors and subcontractors will be individually responsible for their own ADA program.

ARTICLE XXII – EQUAL BENEFITS ORDINANCE

Contractor shall comply with the City of San Diego's Equal Benefits Ordinance (San Diego Municipal Code, Chapter 2, Article 2, Division 43, sections 22.4301-22.4308), which requires Contractor to offer the same benefits to employees with domestic partners as are offered to employees with spouses. The City's execution of this Agreement shall be contingent upon receipt of Contractor's Certification of Compliance (Exhibit G) wherein Contractor agrees to maintain equal benefits for its employees for the duration of this Agreement. The failure of Contractor to maintain equal benefits for employees shall be a material breach of this Lease.

ARTICLE XXIII - EMPLOYMENT OF CITY STAFF

This Agreement may be unilaterally and immediately terminated by the City if Contractor employs an individual, who, within twelve months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of Contractor for this project.

ARTICLE XXIV - MISCELLANEOUS PROVISIONS

A. 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.

B. California Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Contractor covenants and agrees to submit to the personal jurisdiction of any state court in the City of San Diego, State of California for any dispute, claim or matter arising out of or related hereto.

C. Integrated Agreement

This Agreement including Attachments and/or Exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged herein. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the City and Contractor.

D. Severability

The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.

E. Waiver

The failure of the City to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

F. Headings

All headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

G. Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement executed by City of San Diego acting by and through the Mayor or designee and by Contractor pursuant to Resolution No. R- _____.

THE CITY OF SAN DIEGO

CIVITA PUBLIC MAINTENANCE CORPORATION

By: _____

By: Laura Kurlson

Name: _____

Name: Laura K. Wilson

Title: _____

Title: _____

Date: _____

Date: 3/28/13

I HEREBY APPROVE the form and legality of the foregoing Agreement this ____ day of _____, 2013.

JAN I. GOLDSMITH, City Attorney

By: _____

Adam R. Wander
Deputy City Attorney

AGREEMENT WITH CIVITA PUBLIC MAINTENANCE CORPORATION

LIST OF EXHIBITS

- A. Scope of Services
- B. City of San Diego Budget Submission Format
- C. Identification of Contractor Representative and City Representative
- D. Equal Opportunity Contracting Program [EOCP] Consultant Requirements
- E. Conflict of Interest and Procurement Policy for Nonprofit Corporations Contracting with the City of San Diego
- F. Equal Benefits Ordinance Certification of Compliance

EXHIBIT A

SCOPE OF SERVICES

1. The Contractor shall maintain all areas consistent with requirements set forth in the Engineer's Report ("Project Description" section). A map showing general areas of maintenance is provided in the Engineer's Report as "Exhibit A, Boundary Map."
2. The Contractor, at a minimum, shall provide the following specific maintenance standards within the boundaries of the District as described in the Engineer's Report:

(a) Litter Control (Ongoing)

Contractor shall remove litter from assigned maintenance areas, including rights-of-way (medians, parkways, sidewalks, trash receptacles, street tree wells, streetscape, and curbs and gutters) and parks/greenbelts (landscaped areas, turf, tot lots, play areas, and hardscape). The frequency of litter removal services will be determined by the amount of litter observed at each maintenance area in accordance with the approved annual budget. Contractor will dispose of all removed trash at a City-approved waste site.

(b) Tree Maintenance and Replacement (Ongoing)

All trees located in the public right-of-way in the District shall be maintained in a manner which promotes healthy tree growth, including, but not limited to, fertilization, pest control, watering, staking, and trimming. Trees that present an immediate safety hazard or have potential for private property damage shall be corrected immediately. Dead and irreparably damaged trees will be replaced in a timely manner with healthy trees of the same species and of at least 24-inch box size. Tree replacement shall be conducted by a certified arborist, and all tree work above 16 feet shall also be conducted by a certified arborist.

(c) Other Landscape Maintenance and Repair (Ongoing)

All plant material in the public right-of-way (including landscaped medians, parkways, and street tree wells) and in park or greenbelt areas shall be maintained in optimum condition. All landscaped areas shall be kept weed free. Street gutters shall be kept free of dirt, sand, and debris. Sidewalks may be cleaned as necessary. The frequency of landscape maintenance services in these areas will be determined by the amount of work needed to achieve the look desired by the Contractor and the City in accordance with the approved annual budget.

(d) Irrigation System (Ongoing)

The landscape irrigation system shall be properly maintained to ensure optimum tree health and plant growth. Contractor shall attempt to use irrigation techniques that minimize water use. If the City Council authorizes a drought ordinance that restricts watering levels, Contractor shall abide by the restrictions ordained by the Council.

(e) Streetscape (Ongoing)

Contractor shall diligently attempt to keep all streetscape, which includes but is not limited to trash receptacles, street benches, bike racks, public art, and other street furniture in a neat and clean condition. Streetscape elements shall be repaired or replaced as needed.

(f) Application of Pesticide (Ongoing)

Pest applications (herbicide, insecticide, rodenticide, etc.) within planted or hardscape areas shall be conducted by certified, licensed professional applicators.

(g) Graffiti Control (Five (5) days per week: Monday through Friday, excluding City holidays)

All graffiti shall be removed from the public right-of-way within twenty- four (24) hours of being reported. All graffiti observed on private property shall be reported for repair within twenty-four (24) hours to the City's Development Services Department, Neighborhood Code Compliance Division, Graffiti Control Program at (619) 525-8522 or <http://www.sandiego.gov/graffiti/sighting.shtml>.

(h) Sidewalk Safety Hazards (Ongoing)

All sidewalk safety hazards which are observed in the course of providing enhanced maintenance services, as described in this Agreement shall be barricaded immediately and then, immediately following barricading, reported for repair to the City's Transportation and Storm Water Department, Street Division. For purposes of this Agreement, "safety hazard" includes, but is not limited to, the following conditions: cracked, raised, uneven, damaged, or unsafe sidewalks or curbs; damaged meter boxes; and damaged or unsafe street vaults and grates.

If an unsafe sidewalk condition exists and is reported to the City's Street Division call (619) 527-7500 OR go to <http://apps.sandiego.gov/streetdiv/> and select Request a Street Repair – either means of reporting provides a "standard notification number" confirming that the report was made and received), the City will take action to temporarily mitigate the potential hazard and notify abutting property owners of their responsibility to permanently repair/replace the sidewalk. The Contractor shall have no obligation to repair or otherwise protect against such conditions, and shall have no liability to the City or any third party for claims or loss related to such conditions, except to the extent the condition is directly caused by the negligence or willful misconduct of the Contractor, its employees, or agents or if the "observed" condition is not immediately barricaded and reported as required in this provision.

(i) Lighting Service (Ongoing)

Street light lamps observed to be out or street light poles which have been damaged shall be immediately reported for repair to the City's Transportation and Storm Water Department, Street Division, Electrical Section, General Information and Service Requests, Street Light and Traffic Signal Maintenance at (619) 527-8056.

(g) Miscellaneous (Ongoing)

On an as-needed basis, Contractor will provide for services that the City and the Contractor find reasonable and necessary from time to time to accomplish the intent of this Agreement in accordance with the Engineer's Report with respect to any Improvement including: security services; promotion of public events; the installation, construction, or acquisition of facilities including but not limited to: benches, booths, kiosks, display cases, pedestrian shelters and signs, trash receptacles, decorations, and banners; and Improvements identified in the Engineer's Report that are not otherwise listed here.

EXHIBIT B

CITY OF SAN DIEGO BUDGET SUBMISSION FORMAT

The following tabular format should be used by the Contractor in presenting the annual budget as required by the Agreement. This table provides expenditure, revenue, and fund balance information in one concise format using City accounting numbers.

Samples of accounting numbers are provided below; additional numbers to classify expenditures and revenues may be furnished to the Contractor upon request. The City will provide the Contractor with Prior Fiscal Year accounting information once the City Comptroller has closed that fiscal year's financial books.

Electronic copies of this form are available from the City in Microsoft Excel format.

CIVITA MAINTENANCE ASSESSMENT DISTRICT BUDGET

General Ledger Account Number	Description of General Ledger Account Program Element/Description	Current Fiscal Year	Upcoming Fiscal Year
Supplies			
511010	Office Supplies (Equipment and Supplies)		
511011	Postage and Mailing (Stamps)		
511026	Soil and Conditioner		
511027	Garden Nursery Containers		
511028	Garden Nursery Stock		
511029	Trash Containers		
511041	Dry Goods and Wearing Apparel (Seasonal Decorations)		
511069	Unclassified Materials and Supplies (for Items Not Otherwise Listed)		
	Total Supplies		
Services			
512048	Insurance		
512059	Miscellaneous Professional and Technical Services:		
512059A	Non-Profit Organization Administrative Overhead (15%)		
512059B	Security Services		
512059C	Accounting and Auditing Services		
512059D	Bookkeeping Services		
512059E	Certified Arborist		
512066	Reimbursement Agreement (Three-Month Cash Advance)		
512077	Photocopying Services		

General Ledger Account Number	Description of General Ledger Account Program Element/Description	Current Fiscal Year	Upcoming Fiscal Year
512084	Photo Development and Blueprint Services		
512114	City Forces to Provide Direct Labor/Maintenance Support		
512412	Other Non-Personnel Expenditures		
512134	Landscaping Services		
512138	Advertising		
512048	Other Insurance		
516014	Transfers - Cash		
516024	Special Districts Administration – City \$3,500 or 4%		
	Total Services		
Utilities			
514006	Storm Drain Charge (Included in Water Bill)		
514100	Electric Services (Controllers, Tree Up-Lighting, and other Metered Power Uses)		
514103	Special District Street Lighting		
514104	Water Services (Included in Water Bill)		
514105	Storm Drain Fee (Included in Water Bill)		
	Total Utilities		
	Total Expenditures		
Revenue	Income:		
411005	Real & Secured Assessments		
411007	Secured Prior Year Assessments - July Only		
411008	Unsecured Prior Year Assessments - July Only		
411009	Delinquent Secured Assessments		
411028	Delinquent Secured Assessments - Penalty & Interest		
412001	Special Assessments Collected (Manual Invoices of Non-Taxable Entities)		
418001	Interest Earned on Pooled Investment of Fund Balance		
422031	Miscellaneous Revenue (Transfer to "Special Districts Delinquency Fund 79900 (Ordinance O-17882, 12/08/1992)")		
423128	Other Damages Recovered from Vehicle Accidents/Damage to MAD Assets		
424088	Transfers from Other (200118 - Gas Tax Fund for Median Maintenance and 100000 – General Fund for Park Maintenance)		
	Total Revenue:		

General Ledger Account Number	Description of General Ledger Account Program Element/Description	Current Fiscal Year	Upcoming Fiscal Year
<u>Fund Balance Calculation:</u>			
	Beginning Fund Balance		
	+ Prior Year Encumbrances (Fund Balance)		
	+ Total Revenue		
	- Total Expenditures		
	= Closing Fund Balance		
	Change in Fund Balance (Decrease)		

EXHIBIT C

**IDENTIFICATION OF CONTRACTOR REPRESENTATIVE
AND CITY REPRESENTATIVE**

Pursuant to Article VII:

The Contractor Representative shall be:

Mark Radelow, Vice President/Senior Project Manager

Contact Phone Number: (858) 546-3000 x 526

The City Representative shall be:

Andrew Field, Assistant Deputy Director

Contact Phone Number: (619) 685-1307

EXHIBIT D

**EQUAL OPPORTUNITY CONTRACTING PROGRAM [EOCP]
CONSULTANT REQUIREMENTS**

CONTENTS:

- A. City's Equal Opportunity Commitment
- B. Equal Opportunity Agreement
- C. Consultant Work Force
- D. Equal Employment Opportunity Plan
- E. Listing of Subconsultants
- F. Sub consultant Participation Level
- G. Definitions
- H. Certification
- I. Contract Activity Reports

- A. The City of San Diego is strongly committed to equal opportunity in solicitation of professional service consultants. The City encourages prime consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

Consultant shall comply with requirements of San Diego Ordinance No. 18173, Section 27.2701 through 22.2708, Equal Employment Opportunity Outreach Program [see Attachment D-1].

- B. All proposers shall sign, submit with proposal package, and agree to be bound by the *Equal Opportunity Agreement* [see Attachment D-2].

C. Consultant Work Force

- 1. Prior to award of contract, successful proposer must submit to the City's EOCP office a *Work Force Report* [see Attachment D-3] or an *Equal Employment Opportunity [EEO] Plan*.
- 2. If under representations are noted in the *Work Force Report* when compared to County Labor Force Availability data, Consultant will be requested by EOCP staff to submit an *Equal Employment Opportunity Plan*.

- D. An acceptable *Equal Employment Opportunity Plan* must include at least the following assurances that:

- 1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the contractor's employees are assigned to work;
- 2. A responsible official is designated to monitor all employment related activity to ensure the company EEO Policy is being carried out and to submit reports relating to EEO provisions;
- 3. The Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a

written record to identify the time, place, employees present, subject matter, and disposition of meetings;

4. The Consultant reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultants and other businesses;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations which assist in

fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

E. Listing of Subconsultants

1. Proposer shall submit a *Subconsultants List* [see Attachment D-4] indicating Scope of Services, percentage of contract, dollar amount of contract, certification status, and where certified.
2. Subconsultants and vendors must be named on the *Subconsultants List* if they receive more than \$10,000 or more than one-half of one percent [0.5%], whichever amount is less.
3. Proposer shall also submit subconsultant commitment letters on subconsultant letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, Scope of Services, and percent of participation in the project.

F. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary subconsultant participation level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise [MBE], Women Business Enterprise [WBE], Disadvantaged Business Enterprise [DBE], Disabled Veteran Business Enterprise [DVBE], or Other Business Enterprise [OBE] level.
2. Attainment of the 15% subconsultant participation level goal is strongly encouraged but strictly voluntary.
3. If the subcontractor participation level goal of 15% is not achieved, proposer is required to complete an *Outreach and Teaming Survey* [see Attachment D-5] and submit it to:

City of San Diego Equal Opportunity Contracting Program [EOCP]

1010 Second Avenue, Fifth Floor

San Diego, CA 92101

Phone (619) 533-4464 Fax (619) 533-4474

The *Outreach and Teaming Survey* is due to EOCP five working days from date of notification of selection and must be received prior to award of contract. Survey information will be used by EOCP staff to assist consultants with achieving subconsultant participation level goals on future City contracts.

G. Definitions

1. Certified “**Minority Business Enterprise**” [MBE] means a business which is at least fifty-one percent [51%] owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.
2. Certified “**Women Business Enterprise**” [WBE] means a business which is at least

fifty-one percent [51%] owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, one or more women.

3. Certified “**Disadvantaged Business Enterprise**” [DBE] means a business which is at least fifty-one percent [51%] owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.
4. Certified “**Disabled Veteran Business Enterprise**” [DVBE] means a business which is at least fifty-one percent [51%] owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).
5. “**Other Business Enterprise**” [OBE] means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

H. Certification

1. The City of San Diego is a signatory to a Memorandum of Understanding [MOU] with the California Department of Transportation [CALTRANS], and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:
 - a. Current certification by the City of San Diego as MBE, WBE, or DBE;
 - b. Current certification by the State of California Department of Transportation [CALTRANS] as MBE, WBE or DBE;
 - c. Current *interim certification* as MBE, WBE or DBE by any member agency of the San Diego Joint Agency Contracting Opportunities Task Force [JACO: County of San Diego, San Diego Unified Port District, San Diego County Water Authority, San Diego City Schools, San Diego Association of Governments, Metropolitan Transit Development Board, or the City of San Diego]; or
 - d. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
 2. DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business, (916) 322-5060.
- I. To permit monitoring of compliance, successful proposer shall submit to EOCP *Contract Activity Reports* [see Attachment D-6] reflecting work performed by subconsultants.
 - J. Proposer must submit *Consultant Certification for a Drug-Free Workplace* in accordance with Article XX of the Agreement [see Attachment D-7].

EXHIBIT D – LIST OF ATTACHMENTS:

- D-1. San Diego Municipal Ordinance No. 18173, Section 22.701 through 22.2708
- D-2. Equal Opportunity Agreement
- D-3. Work Force Report
- D-4. Subconsultants List
- D-5. Outreach and Teaming Survey
- D-6. Contract Activity Report
- D-7. Consultant Certification for a Drug-Free Workplace

**City of San Diego Municipal Code
DIVISION 27
EQUAL EMPLOYMENT OPPORTUNITY
OUTREACH PROGRAM**

§ 22.2701 Purpose and Intent

The overall objective of the City's Equal Employment Opportunity ("EEO") Program is to ensure that contractors doing business with or receiving funds from the City will not engage in unlawful discriminatory employment practices prohibited by State or Federal law. Such employment practices include, but are not limited to, the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

§ 22.2702 Definitions

Unless stated otherwise, the following definitions apply to this Division:

"City" means The City of San Diego and those agencies, boards, commissions and corporations authorized to act on behalf of, or as an agent for, the City of San Diego.

"Contract" means an agreement to provide labor, materials, supplies or services in the performance of a contract, franchise, concession or lease granted, let or awarded by or on behalf of the City.

"Contractor" means any person, firm, partnership, corporation, or combination thereof, who is selected to enter into, or actually enters into a contract with department heads and officers empowered by law to enter into contracts on behalf of the City for public works or improvements to be performed, or for a franchise, concession or lease of property, or for goods, services or supplies to be purchased, at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of, or collected by, the City.

"Equal Employment Opportunity Plan" means a document prepared by a contractor in accordance with a form and format supplied by the City which describes the contractor's plan of action.

"Gender" means the character of being male or female.

"Program Manager" means the Program Manager for the City's Equal Opportunity Contracting Program or his or her designee.

"Work Force Analysis" means a comparison of a contractor's Work Force Report with applicable County Labor Force Availability data.

"Work Force Report" means a report, in a format supplied by the City but compiled by the contractor, of the contractor's total work force which indicates the number of males and females in each identified ethnic group by occupational category.

§ 22.2703 Scope

Except as provided in Section 22.2704, this Division applies to all contractors except:

(a) Contractors and subcontractors who do less than a total of \$10,000 worth of business with the City during the preceding twelve (12) months or who have less than a total of fifteen (15) employees, except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring.

(b) Contracts to which any city (other than The City of San Diego), county, district or other political subdivision, or any joint powers authority created under authority of law, or other public entity, or any other group or combination of the foregoing acting as a unit, is a party.

(c) Nonprofit charitable, educational, or religious associations or corporations, as evidenced by records on file with the City to be compiled for purposes of this Division in accordance with procedures established by the City Manager.

(d) Emergency contracts, if a written partial or full waiver is granted by the City Manager except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring. The City Manager may grant a partial or full waiver from the requirements of this Division for an emergency contract only to the limited extent necessary in order to expedite the award of such contract. For purposes of this Section, the term "emergency" has the same meaning as in San Diego City Charter, Section 94.

§ 22.2704 Mandatory Nondiscrimination Contract Clause

Notwithstanding the provisions of Section 22.2703, every contract shall contain a nondiscrimination clause which shall read as follows:

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime contractors shall ensure that their subcontractors comply with this Program. Nothing in this Section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

§ 22.2705 Duty to Submit Reports

(a) If a contract is competitively solicited, after the lowest responsible bidder has been determined and prior to the execution of the contract, the apparent low bidder shall submit to the Equal Opportunity Contracting Program a Work Force Report, on a City form, or an Equal Employment Opportunity Plan approved by the Program Manager.

If a contract is not competitively solicited, the contractor shall submit to the Equal Opportunity Contracting Program a Work Force Report or an Equal Employment Opportunity Plan approved by the Program Manager prior to tendering the signed contract documents to the City for signature.

(b) Staff will conduct a work force analysis on all Work Force Report submittals to determine whether or not an Equal Employment Opportunity Plan is required. If an Equal Employment Opportunity Plan is required, the contractor will submit a Plan for approval by the Program Manager.

(c) Any Equal Employment Opportunity Plan approved by the City shall not include quotas, goals or timetables for increasing women and minority employment and will not require terminating or laying off existing employees.

(d) If the apparent low bidder or contractor does not submit either a Work Force Report or Equal Employment Opportunity Plan as required by this Section, for purposes of awarding the contract only, the City Manager will ensure an administrative hearing is conducted by an independent hearing officer to determine if the contract should be awarded in accordance with City, State, and Federal law.

§ 22.2706 Duty to Comply with Equal Employment Opportunity Plan

A contractor for whom an Equal Employment Opportunity Plan has been approved by the City shall use best efforts to comply with that Equal Employment Opportunity Plan.

§ 22.2707 Reviews

(a) The Program Manager shall conduct periodic reviews of contractors to ensure that unlawful discrimination is not being practiced and Equal Employment Opportunity Plans are implemented.

(b) If the City Manager determines, after review, that the contractor has not implemented their Equal Employment Opportunity Plan and/or practices unlawful discrimination and corrective action has not occurred by the contractor after sufficient notice, the City Manager may recommend termination of the contract and debarment to the City Council.

EQUAL OPPORTUNITY AGREEMENT

NON-DISCRIMINATION CLAUSE: Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City of San Diego's Equal Employment Opportunity Program.

EQUAL EMPLOYMENT OPPORTUNITY (EEO): Contractor has received, read, understands and agrees to be bound by the City of San Diego *Municipal Code*, Chapter II, Article 2, Division 27 (Equal Employment Opportunity Program) provided with the proposal package.

Contractor has submitted either a *Work Force Report* or an *Equal Employment Opportunity Plan* as required by Section 22.2705 of the City of San Diego *Municipal Code*.

City and Contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program (EOCP) staff.

EQUAL OPPORTUNITY CONTRACTING: Contractor has received, read, understands and agrees to be bound by the Equal Opportunity Contracting Program requirements described in the proposal package. If requested, Contractor shall submit the *Outreach and Teaming Survey*. Contractor agrees to provide updated reports as requested by the City.

Contractor agrees to insert equal opportunity compliance language in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Project Name: Civita Maintenance Assessment District Bid No.: N/A

Company Name: Civita Public Maintenance Corporation Date: 4/10/13

Laura K. Wilson

Laura K. Wilson

Authorized Signature

Print Authorized Signature Name

(Revised 2/98)



ATTACHMENT D-3

THE CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM
1010 SECOND AVENUE • SUITE 500 • SAN DIEGO, CA 92101
(619) 533-4464 • FAX: 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity Program is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. **NO OTHER FORMS WILL BE ACCEPTED**

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Civita Public Maintenance Corporation
AKA/DBA:
Address (Corporate Headquarters, where applicable): 5465 Morehouse Drive, Ste 260
City SAN DIEGO County San Diego State CA Zip 92121
Telephone Number: () 858 - 546 - 3000 FAX Number: ()
Name of Company CEO: Laura K. Wilson
Pres.

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address:
City County State Zip
Telephone Number: () FAX Number: ()
Type of Business: Type of License:

The Company has appointed Laura Wilson
as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: SAME
Telephone Number: () 619 - 818 - 4403 FAX Number: ()

For Firm's: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of _____
(County) (Firm Name)
hereby certify that information provided herein is true and correct. This document was executed on this day of April, ~~10~~ 2013
(State)

Laura K. Wilson
(Authorized Signature)

Laura K. Wilson
(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: _____

DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other Ethnicities; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial												3		
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														
*Construction labors and other field employees are not to be included on this page														
TOTALS EACH COLUMN												3		
GRAND TOTAL ALL EMPLOYEES			3											
INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:														
DISABLED														
NON-PROFIT ORGANIZATIONS ONLY:														
BOARD OF DIRECTORS												3		
VOLUNTEERS														
ARTISTS														

SUBCONSULTANTS LIST

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

Proposal shall include name and complete address of all Subconsultants who will receive more than one-half of one percent (0.5%) of the contract amount or in excess of \$10,000.

Subconsultants shall be used for Scope of Services listed. No changes to this Subconsultants List will be allowed without prior written City approval.

Proposer shall also submit subconsultant commitment letters on subconsultant letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, Scope of Services, and percent of participation in the project.

NAME AND ADDRESS SUBCONSULTANTS AND VENDORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	® MBE/ WBE/DBE/ DVBE/OBE	© WHERE CERTIFIED

® For information only. As appropriate, Proposer shall identify Subconsultants as:

- Certified Minority Business Enterprise MBE
- Certified Woman Business Enterprise WBE
- Certified Disadvantaged Business Enterprise DBE
- Certified Disabled Veteran Business Enterprise DVBE
- Other Business Enterprise OBE

© For information only. As appropriate, Proposer shall indicate if Subconsultant is certified by:

- City of San Diego CITY
- State of California Department of Transportation CALTRANS
- San Diego Joint Agencies Contracting Opportunity Task Force JACO

OUTREACH AND TEAMING SURVEY CONSULTANTS

Prime: Civita Public Maintenance Corporation
Project Title: Civita Maintenance Assessment District
Original Contract: Yes No **Amendment No.:** N/A **Change Order No.:** N/A
Internal Order/WBS No.: N/A **Bid No.:** N/A

Submit this *Outreach and Teaming Survey* within five (5) working days after date of notification of your firm's selection and return to:

City of San Diego, Equal Opportunity Contracting Program (EOCP)
 1010 Second Avenue, Suite 500
 San Diego, CA 92101
 FAX: (619) 533-4474

The City of San Diego encourages subconsulting activity at levels reflecting the diversity of the City's population. Information from this survey will be used by EOCP staff to monitor successful outreach and teaming strategies used by consultants to ensure non-discrimination on City projects. Levels of participation shall not impact a consultant's ability to receive this contract or submit proposals for future contracts.

Please respond to the following questions (if necessary, attach additional pages):

1. Did your firm identify a need to utilize subconsultants on this project? If so, which specific scopes of work were targeted for subconsulting? NO
2. Describe your firm's overall strategy to outreach and team on this project. Did you negotiate? Did you invite bids? Did you make the project plans and specifications available? N/A
3. If you invited sub-bids, identify each of the sub-bidders by scope of work and their bid amounts. How much time were sub-bidders given to respond? N/A
4. Did your firm advertise the subconsulting opportunities of this project in any publication? Which publications? What dates? Attach copies of published ads. What other outreach efforts did you employ? N/A
5. Did you use any type of directory or database to identify potential subconsultants? If so, which ones? N/A

This survey will be submitted as part of the contract award evaluation package to the San Diego City Council. Failure to complete, sign and submit this form or a facsimile within the five (5) day period after date of notification may result in a loss of the contract based upon non-responsiveness.

As an authorized officer of this company, I certify that information contained in this report is true and accurate to the best of my knowledge.

Civita Public Maintenance Corporation
 Company Name

Laura K Wilson President
 Name Title
Laura Wilson 4/10/13
 Signature Date

****FOR OFFICIAL USE****
 (To Be Completed by City Staff Only)

Total: \$	M/W/DBE: \$	%	DVBE: \$	%	OBE: \$	%
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ATTACHMENT D-6

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subconsultant activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: Civita Maintenance Assessment District

PRIME CONSULTANT: Civita Public Maintenance Corporation

CONTRACT AMOUNT: _____

INVOICE PERIOD: _____

DATE: _____

Include Additional Services Not-To-Exceed Amount

Subconsultant	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Consultant Total:							
Contract Total:							

NA

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: CIVITA MAINTENANCE ASSESSMENT DISTRICT

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

Civita Public Maintenance Corporation

(Name under which business is conducted)

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed: Laura Wilson
Printed Name: Laura K. Wilson
Title: President
Date: 4/10/13

EXHIBIT E

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

Purpose

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

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

Contracts or Transactions Involving CDBG Funds

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

Economic Disclosure

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

Board Roster

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

Procedures for Procurement of Goods and Services

All procurement of goods and services by non-profit associations contracting with the City for administration of a Maintenance Assessment District shall comply with the requirements set forth in Section 65.0214 of the San Diego Municipal Code.

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.

EXHIBIT F

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

The Equal Benefits Program ensures compliance with the Equal Benefits Ordinance (EBO) by assisting contractors in understanding obligations, monitoring contracts, maintaining records, conducting reviews, investigating complaints, and providing reports as needed.

The EBO, San Diego Municipal Code Division 43, applies on all City contracts unless specifically listed as an exception. The Ordinance requires the City to contract only with entities that provide equal benefits. Contractors must offer the same benefits to employees with spouses and employees with domestic partners. If a contractor does not offer any of these benefits to an employee with a spouse, those same benefits are not required to be extended to an employee with a domestic partner. The EBO does not apply to subcontractors. Complaints of violations may be made through submittal of an EBO Employee Complaint Form.

Purpose: The EBO is intended to bring the City's contracting practices in line with its non-discrimination policy and to promote a policy of "equal pay for equal work" for City contracts.

Effective Date: The EBO applies on all City contracts entered into, awarded, amended, renewed, or extended on or after January 1, 2011; some exceptions apply.

Contractor Requirements:

When the EBO applies, a contractor shall:

- Offer benefits equally for the duration of the contract in accordance with the EBO and the Rules Implementing the Equal Benefits Ordinance.
- Submit a Certification of EBO Compliance (see next page), signed under penalty of perjury, prior to award of contract.
- Provide City access to records, when requested, to confirm provision of equal benefits.
- Notify employees of firm's equal benefits policy at time of hire and during open enrollment periods and conspicuously post a notice in the workplace that states:

"During the performance of a contract with the City of San Diego, the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

For more information, see <http://www.sandiego.gov/administration/programs/equalbenefits/>.

The next page has a copy of the Equal Benefits Ordinance Certification of Compliance.

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Civita Public Maintenance Corporation Contact Name: Laura Wilson
 Company Address: 5465 Morehouse Dr. Ste 260 Contact Phone: 619-818-4403
San Diego, CA 92121 Contact Email: laura@thetraqueen.com

CONTRACT INFORMATION

Contract Title: _____ Start Date: _____
 Contract Number (if no number, state location): _____ End Date: _____

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Laura K Wilson

Name/Title of Signatory

Laura Wilson

Signature

4/10/13

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other
Name of Company: Civita Public Maintenance Corporation

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 5465 Morehouse Dr., Ste 260

City: San Diego County: San Diego State: CA Zip: 92121

Telephone Number: () 858-546-3000 Fax Number: () _____

Name of Company CEO: Laura Wilson

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: Laura Wilson

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: SAME

Telephone Number: () 619-818-4403 Fax Number: () _____

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Civita Public Maintenance Corporation

San Diego, CA (Firm Name)

(County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 10th day of April, 2013

Laura Wilson
(Authorized Signature)

Laura K. Wilson
(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial														3	
Professional															
A&E, Science, Computer															
Technical															
Sales															
Administrative Support															
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

*Construction laborers and other field employees are not to be included on this page

Totals Each Column														3	
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	---	--

Grand Total All Employees 3

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														3	
Volunteers															
Artists															

WORK FORCE REPORT - Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners



DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: April 22, 2013
SUBJECT: Civita Maintenance Assessment District (MAD)	

GENERAL CONSULTANT INFORMATION

Recommended Consultant: Civitas, Inc. (Not Certified)
Amount: \$ 436,000. Not to Exceed
Funding Source: Redevelopment/Crossroads Project
Goals: 20% Voluntary (SLBE/ELBE)

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>	<u>Percent</u>
AECOM (non-certified)	\$ 205,035.	47.03%
Fehr & Peers (non-certified)	\$ 57,372.	13.16%
Metropolitan Research + Economics (non-certified)	<u>\$ 24,960.</u>	<u>5.72%</u>
Certified Participation:	\$ 00.	0.00%
Non-Certified Participation:	\$ 287,367.	65.91%
Total Credited Sub Participation:	\$ 287,367.	65.91%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Civita Public Maintenance Corporation, a non-profit organization, submitted a Work Force Report for their San Diego employees dated, April 3, 2013, indicating a total of 3 employees in their Admin Work Force. The Firm has fewer than 15 employees and therefore, is exempt from the employment category goals.

This agreement is subject to the City’s Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

Funding is currently available from the Crossroads Project Area Fund via a prior year (2009) encumbrance of Redevelopment Funds allocated for the implementation of the SANDAG Smart Growth Incentive Program planning grant process.

RW