

002053

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO

**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

DATE: July 7, 2008

333  
10/21

SUBJECT: 252 Corridor Park Improvements – Phase II

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: Not Applicable  
Amount of this Action: \$1,600,000.00  
Funding Source: City

**SUBCONSULTANT PARTICIPATION**

There is no subconsultant activity associated with this action.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

**ADDITIONAL COMMENTS**

This action is to request authorization to execute the First Amendment to Amended Cooperation Agreement between the City of San Diego and the Redevelopment Agency of the City of San Diego for 252 Corridor Park Improvements – Phase II.

  
JLR

002055

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO

1. CERTIFICATE NUMBER (FOR AUDITOR'S USE) 333  
10/21

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT): City Planning & Community Investment

3. DATE: May 8, 2008

4. SUBJECT: 252 Corridor Park Improvements - Phase II

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.) Deborah Sharpe, 619-525-8261, MS 5A

6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.) Todd R. Schmit, 619-533-6291, MS 5A

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	10261-08335		
DEPT.	Rev. Acct. #: 797484		
ORGANIZATION			
OBJECT ACCOUNT	4881		
JOB ORDER	299700		
C.I.P. NUMBER	29-970.0		
AMOUNT	\$1,600,000.00		

9. ADDITIONAL INFORMATION / ESTIMATED COST:  
**Total Estimated Project Cost = \$1,600,000.00;** payable by SEDC in 3 installments to the City of San Diego:  
 1. Predev./Design = \$300,000.00  
 2. Construction = \$1,100,000.00  
 3. Retention Phase = \$200,000.00  
**Total: \$1,600,000.00**

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	MCCULLOUGH	5/13/08	9	AUDITOR	CARYN MCGRIFF	7/2/08
2	PARK AND RECREATION DEPT.	LOMEDICO	6/11/08	10	DEPUTY COO		7/8/08
3	REDEVELOPMENT DEPT.	SMITH	5/29/08	11	CITY ATTORNEY		4/3/08
4	REDEVELOPMENT DEPT.	WEINRICK	6/18/08	12	ORIGINATING DEPARTMENT		7/2/08
5	EAS	MAXWELL	6/24/08	DOCKET COORD: - COUNCIL LIAISON: [Signature]			
6	EOCP	RAYFORD	7/7/08	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input checked="" type="checkbox"/> REFER TO: - COUNCIL DATE: 10/21/08			
7	LIAISON OFFICE	PLANK					
8	FWCIP		6/30/08				

11. PREPARATION OF:  RESOLUTION(S)  ORDINANCE(S)  AGREEMENT(S)  DEED(S)

1. Making the necessary findings of benefit that the 252 Corridor Park Improvements -Phase II work, as provided in the First Amendment to the Amended Cooperation Agreement, will be of benefit to the Southcrest Redevelopment Project Area, that there are no other reasonable means of financing the improvements, that the improvements will assist in the elimination of blight, and that the project is consistent with the implementation plan;

11A. STAFF RECOMMENDATIONS: Approve the resolutions.

12. SPECIAL CONDITIONS:

**COUNCIL DISTRICT(S):** 8 (HUESO)

**COMMUNITY AREA(S):** Southeastern San Diego

**ENVIRONMENTAL IMPACT:** This activity is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15064 (b)(3) (General Rule). This action authorizes the Mayor to execute a contribution agreement with the Redevelopment Agency of the City of San Diego. This action also authorizes the transfer of funds from the Redevelopment Agency of the City of San Diego to the City of San Diego. Any future activity involving construction associated with this action will be subject to a separate environmental review as required by CEQA.

**HOUSING IMPACT:** None associated with this action.

**OTHER ISSUES:** None.

002056

2. Authorizing the Mayor or his representative to execute the First Amendment to Amended Cooperation Agreement between the City of San Diego and the Redevelopment Agency of the City of San Diego for 252 Corridor Park Improvements – Phase II;
3. Authorizing the Mayor or his representative to take all necessary actions to secure funding from the Redevelopment Agency of the City of San Diego;
4. Authorizing the Auditor and Comptroller to establish a special interest-bearing Fund Number 10267, RDA Contributions – SC, for the deposit of Redevelopment Agency funding;
5. Authorizing the Auditor and Comptroller to accept an amount not to exceed \$1,600,000.00 from the Redevelopment Agency, into Fund Number 10267, RDA Contributions – SC;
6. Authorizing the addition of CIP No. 29-970.0, 252 CORRIDOR PARK IMPROVEMENTS – PHASE II, to the Fiscal Year 2008 Capital Improvements Program;
7. Authorizing a \$1,600,000.00 increase in the Fiscal Year 2008 Capital Improvements Program Budget in CIP No. 29-970.0, 252 Corridor Park Improvements – Phase II, Fund No. 10267, RDA Contributions - SC; and
8. Authorizing the Auditor and Comptroller to appropriate and expend \$1,600,000.00 from CIP No. 29-970.0, 252 Corridor Park Improvements – Phase II, Fund No. 10267, RDA Contributions-SC, for the purpose of design and construction of improvements at the 252 Corridor Park.

002057

**EXECUTIVE SUMMARY SHEET**  
CITY OF SAN DIEGO

DATE ISSUED: May 8, 2008 REPORT NO:  
ATTENTION: Council President and City Council  
ORIGINATING DEPARTMENT: City Planning & Community Investment Department  
SUBJECT: 252 Corridor Park Improvements – Phase II  
COUNCIL DISTRICT(S): 8 (Hueso)  
CONTACT/PHONE NUMBER: Deborah Sharpe / Todd R. Schmit  
619-525-8261 / 619-533-6291

**REQUESTED ACTION:**

Approve the resolution to make the necessary findings of benefit that the 252 Corridor Park Improvements -Phase II work, as provided in the First Amendment to the Amended Cooperation Agreement, will be of benefit to the Southcrest Redevelopment Project Area, that there are no other reasonable means of financing the improvements, that the improvements will assist in the elimination of blight, and that the project is consistent with the implementation plan; and,

Approve the resolutions authorizing the Mayor or his representative to execute the First Amendment to the Amended Cooperation Agreement between the City of San Diego and the Redevelopment Agency of the City of San Diego for the 252 Corridor Park Improvements – Phase II, to secure the funding, to establish an interest bearing account for the funds, and to accept funding as it is received; and,

Authorize the Mayor or his representative to add CIP 29-970.0, 252 Corridor Park Improvements – Phase II, to the Fiscal Year 2008 Capital Improvements Program (CIP), to increase the Fiscal Year 2008 CIP budget by adding \$1,600,000.00 to CIP No. 29-970.0, and to appropriate and expend the funding.

**STAFF RECOMMENDATION:** Staff recommends approval of the resolutions.

**EXECUTIVE SUMMARY:**

252 Corridor Park Phase I is located at 1375 Rigel Street, in the community of Southcrest, located in the Southeastern San Diego Community Planning Area. In 2003, the Southeastern Economic Development Corporation (SEDC), on behalf of the Redevelopment Agency of the City of San Diego (Agency), deeded approximately 8.547 acres of land to the City of San Diego as part of a Cooperation Agreement. SEDC, through the Redevelopment Agency, also provided \$500,000.00 to the City at that time for development of Phase I park improvements.

Phase I park improvements were completed and opened to the public in May 2006 and comprise approximately 2.72 acres. Amenities constructed in Phase I include: a comfort station, children's play areas, benches, picnic areas with barbecues, a parking lot, a jogging trail with exercise stations, and a pedestrian bridge over Chollas Creek leading to the Phase II area of the park.

002058

Phase II park improvements will comprise approximately 5.827 acres. SEDC and the City have determined that a mix of active uses and passive uses is appropriate for Phase II of the park. Of the total 5.827 acres available for Phase II, a portion of the site has been developed as the Chollas Creek enhancement / revegetation area, and is available for passive park use. The remaining acreage remains useable and developable for active park use.

Specific project amenities for active use areas in Phase II of the park may include picnic shelters, children's play areas, walkways, fencing, an amphitheater, open turf areas, security lighting, and other site furnishings or amenities. Specific project amenities in passive use areas of the park may include, but are not limited to, additional revegetation areas along Chollas Creek, interpretive signage, viewing platforms and split rail fencing. Final park amenities will be determined through a public input process pursuant to Council Policy 600-33, Community Notification and Input for City-Wide Park Development Projects.

FISCAL CONSIDERATIONS:

The 252 Corridor Park Improvements - Phase II project funding is \$1,600,000.00, to be authorized by the execution of the First Amendment to Amended Cooperation Agreement between the City of San Diego and the Redevelopment Agency of the City of San Diego. This funding is identified for design and construction of Phase II of the project. Project funding for Phase II park improvements will be added to CIP 29-970.0, 252 Corridor Park Improvements - Phase II, in phases pursuant to the First Amendment to Amended Cooperation Agreement.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

252 Corridor Park Improvements -Phase I:

April 11, 2000 Council Action accepting \$500,000.00 from SEDC for development of Phase I of the park. Resolution 292980.  
December 8, 2003 Council Action authorizing the application for the State grant for \$2,5000,000. Resolution 298701.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

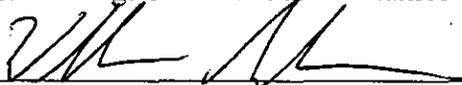
Informal presentations have been made to the Southcrest Recreation Council and St. Judes Organizing Committee. However, the park design process will be consistent with Council Policy 600-33, Community Notification and Input for City-Wide Park Development Projects.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Key stakeholders include the community of Southcrest, the Southcrest Recreation Council, and the Southeastern Economic Development Corporation.

FINDINGS OF BENEFIT:

The Findings of Benefit are contained in Attachment One (1).

  
William Anderson, FAICP  
Deputy Chief Operating Officer, and  
Executive Director of  
City Planning & Community Investment

002059

FINDINGS

SUBJECT IMPROVEMENTS:  
INSTALLATION OF THE 252 CORRIDOR PARK - PHASE II

I. FINDINGS OF BENEFIT

The subject park improvements (Project) for which the Redevelopment Agency of the City of San Diego (Agency) proposes to pay will benefit the Southcrest Redevelopment Project Area (Project Area) in that:

- A. These improvements are located within the Southcrest Redevelopment Project Area.
- B. The project will enhance portions of the Southcrest Redevelopment Project Area for the benefit of residents and businesses.
- C. The Project will improve the neighborhood by providing a community park space that offers active and passive uses. This park space will include enhanced pedestrian passage connecting the neighborhood as well as revitalize the surrounding parkland of the Las Chollas Creek. This Project is the final phase necessary to complete the 252 Corridor redevelopment.

II. NO OTHER REASONABLE MEANS OF FINANCING

There are currently no other reasonable means available to the community for financing the Project for which the Agency proposes to pay in that:

City of San Diego

- A. Funding from the City's Capital Improvement Budget (CIP) Budget for this project is presently unavailable as other priority public infrastructure projects have received all available CIP funds for this fiscal year.
- B. The current CIP Budget was developed in accordance with City Council Policy, and each project activity was evaluated and incorporated in the budget. Projects are funded based on need and the availability of appropriate funding sources for that project.
- C. No other public or private sources have been identified.

III. ELIMINATION OF BLIGHTING CONDITIONS

The payment of Agency funds toward the cost of the Project will assist in the elimination of one or more blighting conditions inside the Southcrest Redevelopment Project Area in that:

002060

- A. The Project will improve an undeveloped parcel with needed parkland that will improve the recreational opportunities of the residents of Southcrest.
- B. The improvements will help eliminate residential blighted conditions in that the neighborhood will be enhanced with additional lighting and provide incentives for private investment, improved maintenance and increased residential activity in the surrounding areas.
- C. The Project will complement the residential and commercial developments that have been completed in the rescinded 252 corridor. This final phase of the park development will support those residential and commercial developments by developing underutilized portions of the corridor to support a consistent community fabric.

IV. PROJECT IS CONSISTENT WITH IMPLEMENTATION PLAN

The Project is consistent with the Third Implementation Plan for the Southcrest Redevelopment Project Area (Document No. D-03773) adopted June 24, 2004), pursuant to Health and Safety Code Section 33490, in that:

- A. The Project addresses the Implementation Plan's specific goals and objectives including:
  - i. Promote revitalization of the Southcrest Community.
  - ii. Provide incentives for development of underutilized parcels.
  - iii. Encourage community involvement.
- B. The 252 Corridor Park Phase II Project implements the objectives identified in the Implementation Plan by revitalizing the Southcrest community with an upgraded community park amenity and, through the Parks & Recreation Department public participation process, encourages the community to actively participate in the park design and development.

002061

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

BE IT RESOLVED, by the Council of the City of San Diego that making the necessary findings of benefit to the 252 Corridor Park Improvements – Phase II work [Project], as provided in the First Amendment to the Amended Cooperation Agreement, will be of benefit to the Southcrest Redevelopment Project Area, that there are no other reasonable means of financing the improvements, that the improvements will assist in the elimination of blight, and that the Project is consistent with the implementation plan.

BE IT FURTHER RESOLVED, that the Mayor or his representative is authorized to execute the First Amendment to Amended Cooperation Agreement between the City of San Diego and the Redevelopment Agency of the City of San Diego for 252 Corridor Park Improvements – Phase II, under the terms set forth in the Agreement, on file in the Office of the City Clerk as document No. RR-\_\_\_\_\_.

BE IT FURTHER RESOLVED, that the Mayor or his representative is authorized to take all necessary actions to secure funding from the Redevelopment Agency of the City of San Diego for this Project.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to establish a special interest-bearing fund in Fund 10267, RDA Contributions – SC, for the deposit of the Redevelopment Agency funding.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to accept an amount not to exceed \$1,600,000 from the Redevelopment Agency, into Fund 10267, RDA Contributions – SC.

BE IT FURTHER RESOLVED, that the addition of CIP 29-970.0, 252 Corridor Park Improvements – Phase II, to the Fiscal Year 2008 Capital Improvements Program is authorized.

BE IT FURTHER RESOLVED, that an increase in the amount of \$1,600,000 in the Fiscal Year 2008 Capital Improvements Program Budget is authorized in CIP 29-970.0, 252 Corridor Park Improvements – Phase II, Fund No. 10267, RDA Contributions – SC.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$1,600,000 from CIP 29-970.0, 252 Corridor Park Improvements – Phase II, Fund No. 10267, RDA Contributions-SC, for the purpose of design and construction of improvements at the 252 Corridor Park.

BE IT FURTHER RESOLVED, that this activity is categorically exempt from the California Environmental Quality Act [CEQA] pursuant to State CEQA Guidelines Section 15061 (b)(3). This action authorizes the Mayor to execute a contribution agreement with the Redevelopment Agency of the City of San Diego. This action also authorizes the transfer of funds from the Redevelopment Agency of the City of San Diego to the City of San Diego. Any future activity involving construction associated with this action will be subject to a separate environmental review as required by CEQA.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Shannon Thomas  
Shannon Thomas  
Deputy City Attorney

ST:sc  
07/03/08  
Aud.Cert.:N/A  
Or.Dept:Planning  
R-2009-27

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

## FIRST AMENDMENT TO AMENDED COOPERATION AGREEMENT

This FIRST AMENDMENT TO AMENDED COOPERATION AGREEMENT (sometimes referred to herein as the "First Amendment") is entered into by and among the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO ("Agency") and the CITY OF SAN DIEGO (the "City").

For and in consideration of the mutual covenants and conditions set forth, the Agency and City hereby agree as follows:

I.        [§ 100]            PURPOSE OF THE AMENDED COOPERATION AGREEMENT AND FIRST AMENDMENT TO AMENDED COOPERATION

A.        Section 101 is amended to read as follows:

On or about March 18, 2000, the Redevelopment Agency of the City of San Diego and the City of San Diego entered into that certain Amended Cooperation Agreement filed with the Office of the City Clerk as Document No. RR-292980 on April 11, 2000 and filed with the Secretary of the Agency as Document No. 03141a/ R-03141 on June 12, 2000 (the Amended Agreement).

The purpose of this First Amendment to Amended Cooperation Agreement ( the First Amendment) is to amend the Amended Agreement by modifying the Site Map (Attachment No. 1 of the Amended Agreement), the Legal Description (Attachment No. 2 of the Amended Agreement), the Method of Financing (Attachment No. 3 of the Amended Agreement), the Schedule of Performance (Attachment No. 4 of the Amended Agreement) and the Scope of Development (Attachment No. 5 of the Amended Agreement ) and to provide for such other amendments as deemed necessary by the parties hereto.

The Amended Cooperation Agreement and the proposed amendments to the Amended Agreement as contemplated by this First Amendment are in the respective vital and best interest of the City and the Agency, and the general health, safety morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements and also consistent with the Redevelopment Plan for the Southcrest Redevelopment Project area.

II.        [§ 200]            AMENDED SITE MAP AND AMENDED LEGAL DESCRIPTION

A.        Section 104 is amended by replacing the reference to "Site Map" with "Amended Site Map" and by replacing the reference to "Legal Description of the Site" with "Amended Legal Description of Phase II Consolidated Parcel."

III.       [§ 300]            AMENDED SITE MAP AND ADENDUM TO METHOD OF FINANCING

A.        Section 201 is amended by replacing the reference to "Site Map" with "Amended Site Map" and the reference to "Method of Financing" with "Addendum to Method of Financing."

IV.     [§ 400]            AMENDED SCHEDULE OF PERFORMANCE

A.     Sections 202, 203, and 206 are amended by adding "Amended Schedule of Performance" to "Schedule of Performance."

V.     [§ 500]            ADDENDUM TO METHOD OF FINANCING

A.     Section 207 is amended by replacing the reference to "Method of Financing" with "Addendum to Method of Financing."

VI.    [§ 600]            AMENDED SCOPE OF DEVELOPMENT

A.     Section 302 is hereby amended by adding "Amended Scope of Development" to "Scope of Development."

VII.   [§ 700]            AMENDED SCOPE OF DEVELOPMENT AND SCHEDULE OF PERFORMANCE

A.     Section 302 is amended by adding "Amended Scope of Development" to "Scope of Development" and by adding "Amended Schedule of Performance" to "Schedule of Performance."

B.     Sections 303, 305, and 306 are amended by adding "Amended Schedule of Performance" to "Schedule of Performance."

C.     Section 308 is amended by adding "Amended Scope of Development" to "Scope of Development".

D.     Section 314 is amended by adding "Amended Scope of Development" to "Scope of Development" and by adding "Amended Schedule of Performance" to "Schedule of Performance."

E.     Section 510 is amended by adding "Amended Scope of Development" to "Scope of Development."

VIII.  [§ 800]            ATTACHMENTS TO FIRST AMENDMENT

A.     Attachment No. 1 is amended by replacement with the Amended Site Map, which is attached to this First Amendment as Attachment No. 1.

B.     Attachment No. 2 is amended by replacement with the Amended Legal Description for Phase II Consolidated Parcel, which is attached to this First Amendment as Attachment No. 2.

C.     Attachment No. 3, Method of Financing, is amended by replacement with the Addendum to Method of Financing, attached to this First Amendment as Attachment No. 3.

D.     Attachment No. 4, Schedule of Performance, is amended by the addition of the Amended Schedule of Performance, attached to this First Amendment as Attachment No. 4.

002067

E. Attachment No.5, Scope of Development, is amended by the addition of the Amended Scope of Development, attached to this First Amendment as Attachment No. 5.

IX. [§ 900] MISCELLANEOUS AMENDMENTS

A. Section 800 is amended by the addition of the following after the second paragraph:

This First Amendment to Amended Cooperation Agreement is executed in five (5) duplicate originals, each of which is deemed to be an original. This First Amendment to Amended Cooperation Agreement Offer includes four (4) pages and five (5) attachments.

B. Section 900 is amended by the addition of the following:

This First Amendment to Amended Cooperation Agreement, when executed by City and delivered to the Agency, must be authorized, executed and delivered by the Agency within sixty (60) days after this First Amendment to Amended Cooperation Agreement is signed by the City, or this First Amendment to Amended Cooperation Agreement may be terminated by the City upon written notice to the Agency.

Except as specifically modified by this First Amendment, the Amended Cooperation Agreement shall remain in full force and effect. In the event of a dispute or ambiguity between the terms and conditions of this First Amendment and the Amended Cooperation Agreement, the applicable terms and conditions of this First Amendment shall apply.

X. [§ 1000] EFFECTIVE DATE OF FIRST AMENDMENT

The effective date of this First Amendment to Amended Cooperation Agreement shall be the date when this First Amendment to Cooperation Agreement shall have been executed by the Agency.

IN WITNESS WHEREOF, this First Amendment to Amended Cooperation Agreement is executed by the City of San Diego, acting by and through its Chief Operating Officer, pursuant to Ordinance No. O-\_\_\_\_\_, authorizing such execution, and by the Redevelopment Agency of the City of San Diego, acting by and through its Deputy Executive Director, as of the date set opposite their respective signatures.

CITY OF SAN DIEGO  
(City)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Operating Officer

002068

REDEVELOPMENT AGENCY OF  
THE CITY OF SAN DIEGO  
(Agency)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant Executive Director

APPROVED AS TO FORM AND LEGALITY  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008

MICHAEL J. AGUIRRE  
City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

APPROVED AS TO FORM AND LEGALITY  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008

MICHAEL J. AGUIRRE  
Agency General Counsel

By: \_\_\_\_\_  
Huston Carlyle,  
Assistant General Counsel

APPROVED:

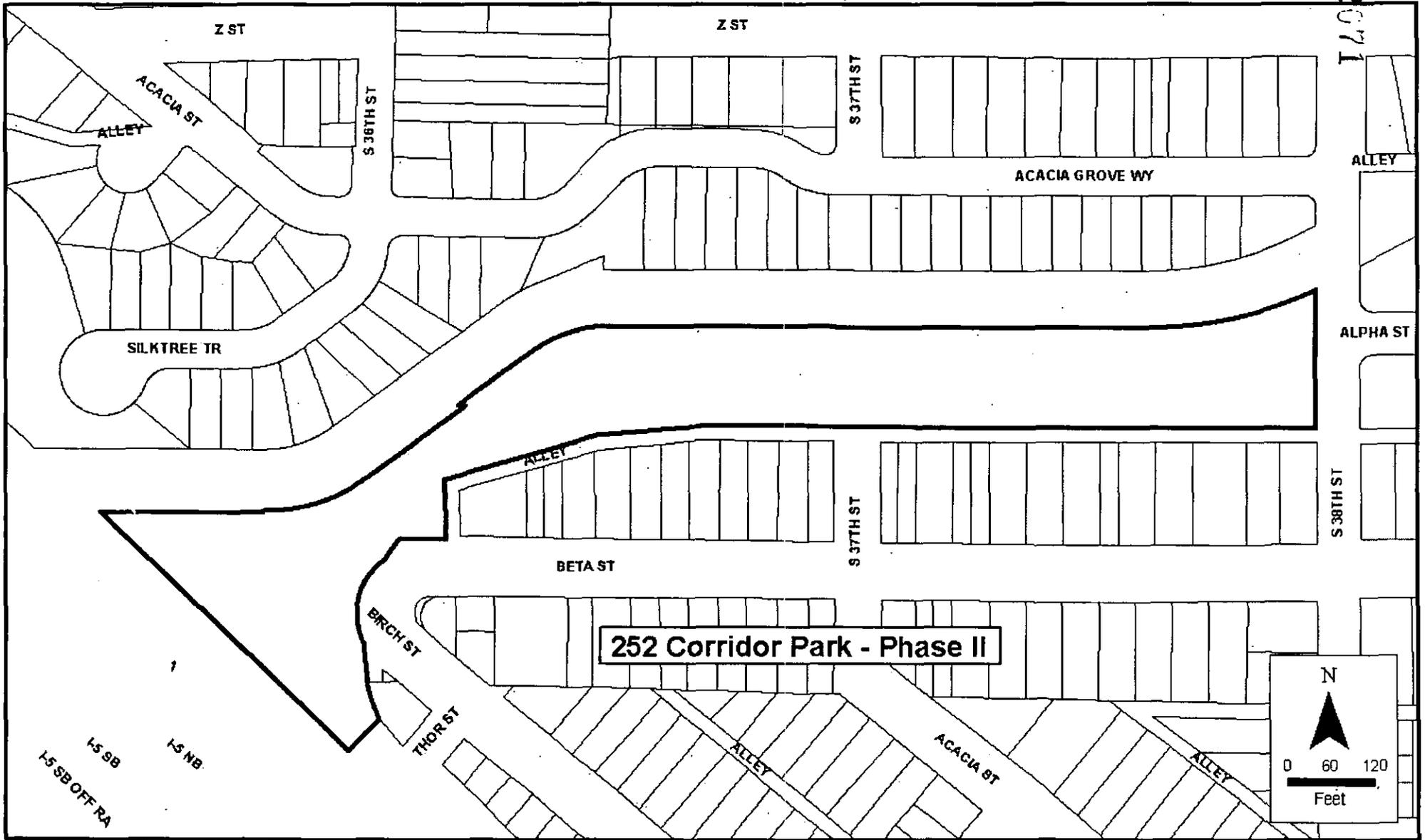
KANE, BALLMER & BERKMAN  
Agency Special Counsel

By: \_\_\_\_\_  
Royce K. Jones

002069

ATTACHMENT NO. 1  
AMENDED SITE MAP  
[To Be Added Behind this Page]

002071



Every owner of the land shown on this map is hereby notified that the map is not a warranty, representation, or statement of fact, and that the map is not to be used as a basis for any action or inaction. The map is provided for informational purposes only. The map is not to be used as a basis for any action or inaction. The map is provided for informational purposes only.

THE MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED AS A BASIS FOR ANY ACTION OR INACTION. THE MAP IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

The map does not constitute a warranty, representation, or statement of fact, and that the map is not to be used as a basis for any action or inaction. The map is provided for informational purposes only. The map is not to be used as a basis for any action or inaction. The map is provided for informational purposes only.



002073

ATTACHMENT NO. 2

AMENDED LEGAL DESCRIPTION

[To Be Added Behind this Page]

002075

Attachment "2"

Parcel 1 of Parcel Map No. 19092, in the City of San Diego, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, November 7, 2002 as File No. 2002-0995912 of official records.

APN: 550-601-35-00

002076

ATTACHMENT NO. 3.

ADDENDUM TO METHOD OF FINANCING

[To Be Added Behind this Page]

## ATTACHMENT NO. 3

## ADDENDUM TO METHOD OF FINANCING

The purpose of this Addendum to Method of Financing is to supplement and/or revise as appropriate certain provisions of the Method of Financing, which is attached to the Amended Cooperation Agreement (the "Agreement") as Attachment No.3 as follows:

## I. PURCHASE PRICE

## A. Amount of Purchase Price for Site

The City has purchased the Site from the Agency in the amount of the Eight Hundred Seventy-Six Thousand Five Hundred and Two Dollars (\$876,502) total purchase price described in Section I of the Method of Financing.

## B. Payment of Purchase Price for Site and Cancellation of Promissory Note

As a consequence of the payment of the total purchase price by the City to the Agency for the Site, the subject October 21, 1991 promissory note evidencing the sum of Eight Hundred Seventy-Six Thousand Five Hundred and Two Dollars (\$876,502)(the "Note") as provided in Section I.B., of the Method of Financing, has been canceled by the City within the time and in the manner required by Section 207 of the Agreement

## II. PARK IMPROVEMENTS

A. Park Improvements1. Agency Share of Improvement Costs.

Upon the execution of this First Amendment by the City and the Agency, the Agency shall be responsible for the payment of up to One Million Six Hundred Thousand Dollars (\$1,600,000)(the "Agency Contribution") to the City which shall be exclusively used by the City to construct and develop the "Phase II" portion of the 252 Corridor neighborhood park (the "Phase II Work") as provided in the Scope of Development, as modified by this First Amendment and within the time set forth in the Amended Schedule of Performance, attached to this First Amendment as Attachment No. 3 and fully incorporated herein. The total estimated cost of the Phase II Work is \$1,600,000 and shall be paid in three (3) phases: (i) Predevelopment/Design Phase; (ii) Construction Phase; and (iii) Retention Phase, all as more specifically described in the Scope of Development, as modified by this First Amendment. Notwithstanding the total estimated cost and total actual costs of the Phase II Work, the Agency

shall have no additional responsibility for the any costs above and beyond the Agency Contribution. In the event that the actual costs of the Phase II Work is less than the total estimated costs, the Agency shall be entitled to a refund of that amount of the Agency Contribution in excess of the actual costs.

2. City Share of Improvement Costs

The City shall be fully responsible for all costs of the Phase II Work in excess of the Agency Contribution.

B. Maintenance Obligations of Park Improvements

The City shall be fully responsible for the cost of maintaining the all park improvements developed on the Site including but not limited to the Phase II Work.”

III. CANCELLATION OF AGENCY PROMISSORY NOTE

As referenced in Section I.B., above, the Note has been cancelled by the City .

IV. GOOD FAITH DEPOSIT

No Good Faith Deposit is required of the City.

002079

ATTACHMENT NO. 4.

AMENDED SCHEDULE OF PERFORMANCE

[To Be Added Behind this Page]

## ATTACHMENT NO. 4

AMENDED SCHEDULE OF PERFORMANCE

II. CONVEYANCE AND CONSTRUCTION - Sections 9 and 10 are amended by deletion.

III SCHEDULE OF PERFORMANCE – PHASE II

- |    |  |  |
|----|--|--|
| 1. | <u>Execution of First Amendment by Agency.</u> Agency shall hold a public meeting on the First Amendment, shall authorize execution and execute the Agreement and shall deliver the First Amendment to City.       | Within sixty (60) days after the First Amendment is executed by City and submitted to Agency.  |
| 2. | <u>Submission - Architect, Landscape Architect and Civil Engineer.</u> City shall submit to Agency for comment the names and qualifications of its Architect, Landscape Architect, and Civil Engineer.             | Within six (6) months after the First Amendment is executed by the Agency.   |
| 3. | <u>Comment - Architect, Landscape Architect and Civil Engineer.</u> Agency shall submit to the City any comments regarding the Architect, Landscape Architect, and Civil Engineer.                                 | Within fifteen (15) days after receipt by the Agency.  |
| 4. | <u>Submission - Basic Concept Drawings/General Development Plans</u> City shall prepare and submit to Agency for approval the Basic Concept Drawings/General Development Plans and related documents for the Site. | Within ten (10) months following the delivery of comments to the City by the Agency regarding the Architect, Landscape Architect and Civil Engineer as provided above. |
| 5. | <u>Approval - Basic Concept Drawings.</u> Agency shall approve or disapprove Basic Concept Drawings and related documents for the Site.  | Within thirty (30) days after receipt by the Agency.   |
| 6. | <u>Delivery of Good Faith Deposit.</u> Not applicable.   | Not Applicable.  |
| 7. | <u>Access for Soils Investigation.</u>   | Not Applicable.  |
| 8. | <u>Determination of Soil Conditions.</u>   | Not Applicable.  |

IV CONVEYANCE AND CONSTRUCTION – PHASE II

1. Submission - Final Construction Drawings, and Landscaping and Grading Plans. City shall prepare and submit to Agency for comment the Final Construction Drawings and Landscaping and Grading Plans for the Site.

Within six (6) months after Agency comments on the Schematic/General Development Plan Drawings for the Site.
2. Comment - Final Construction Drawings, and Landscaping and Grading Plans. Agency shall provide comments on the Final Construction Drawings and Landscaping and Grading Plans for the Site.

Within ten (10) days after receipt by Agency.
3. Submission - Construction Contract. City shall prepare and submit to Agency for comment the Construction Contract pursuant to Section 215 of the Agreement.

Not less than thirty (30) days prior to the commencement of the Phase II Work.
4. Comment - Construction Contract. Agency shall provide comments on the Construction Contract.

Within fifteen (15) days after receipt by Agency.
5. Opening of Escrow.

Not Applicable.
6. Conveyance of Title.

Not Applicable.
7. Commencement of Construction of Phase II Work. City shall commence or cause the commencement of the construction of the Phase II Work on the Site.

Within twenty-six (26) months after the execution of the First Amendment by the Agency.
8. Completion of Construction of Phase II Work. City shall complete or cause the completion of the construction of the Phase I Work on the Site.

Within twelve (12) months after commencement of the Phase II Work.

002082

9. Transfer of Agency Contribution Funds  
Agency shall disburse the Agency Contribution Funds in three phases: (i) Predevelopment\Design Phase Amount; (ii) Construction Phase Amount; and (iii) Retention Phase Amount.

The Predevelopment\Design Phase Amount shall be disbursed by the Agency to the City within sixty (60) days following the execution of the First Amendment by the City and submitted to the Agency

The Construction Phase Amount shall be disbursed by the Agency to the City upon the Commencement of Construction of the Phase II Work following written notice from the City.

The Retention Phase Amount shall be disbursed by the Agency to the City not later than thirty (30) days following the Completion of the Phase II Work. However, notwithstanding the foregoing, this date may be amended by mutual agreement of the parties.

002083

ATTACHMENT NO. 5.  
AMENDED SCOPE OF DEVELOPMENT  
[To Be Added Behind this Page]

## ATTACHMENT NO. 5

## AMENDED SCOPE OF DEVELOPMENT – PHASE II

VIII. CONSTRUCTION OF THE IMPROVEMENTSA. Construction of the Improvements.

Except as otherwise provided herein, the City shall be financially responsible for the construction and development of the "Phase II Work" on the Site.

The Phase II Work shall consist of the construction of certain park improvements not constructed as part of the Phase I Work. In addition, park design and plans of the Phase II Work shall consist of a 60/40 percentage mix of active uses and passive uses respectively. Active uses may include open turf areas, a comfort station, walkways, security lighting and site furniture. Passive areas shall include native vegetation along the Las Chollas creek interpretive signage describing creek biology, viewing platforms, and split rail fencing consistent with the fencing materials along the creek at Imperial Marketplace. The Phase II Work shall also be constructed in accordance with City standards.

Moreover, a consistent fencing element will be constructed along the adjoining south neighborhood to enhance the park and adjacent neighborhoods as well as to provide adequate security and lot property delineation. Additionally, every effort will be made to have all Phase II Work and related improvements developed on the Site by the City consistent with any proposed alley improvements (the cost of which shall not be included as part of the Phase II Work) presently contemplated by the Agency and generally incorporated into the overall development of the Site as required by this Scope of Development.

Drawings, plans and related documents for all of the Phase II Work shall be prepared by the City and submitted to the Agency for comment. To the extent requested by the City, the Agency may, but shall not be obligated to, participate with the City in soliciting and encouraging employment opportunities with respect to the construction of the Phase II Work.

B. Public Art in Selected Capital Improvements and Redevelopment Agency Projects

This Project shall be reviewed for eligibility for City Council Policy 900-11, Inclusion of Public Arts in Selected Capital Improvements and Redevelopment Agency Projects. Should this Project be determined eligible, the appropriate assessment, according to the Policy, will be set aside for public art.

IX: REMOVAL AND/OR REMEDY OF SOIL AND/OR WATER CONTAMINATION

The City shall (at its own cost and expense) remove and/or otherwise remedy as provided by law and implementing rules and regulations, and sufficiently to adequately protect the public health and safety (including the health and safety of occupants of the Site and adjacent properties), any contaminated or hazardous soil and/or water conditions on the Site. Such work shall include without limitation the following:

- a. Remove (and dispose of) and/or treat any contaminated soil and/or water on the Site (and adjacent public rights of way which the City is required to improve) as necessary to comply with applicable governmental standards and requirements.
- b. Prepare a site safety plan and submit it to the appropriate governmental and other authorities for approval in connection with obtaining any requisite permits for the construction of improvements on the Site. Such site safety plan shall assure workers and other visitors to the Site of protection from any health and safety hazards during development and construction of the improvements. Such Site safety plan shall include monitoring and appropriate protective action against vapors and/or the effect thereof.
- c. Obtain from the County of San Diego and/or California Regional Water Quality Control Board and/or any other authorities required by law any permits or other approvals required in connection with the removal and/or remedy of soil and/or water contamination, in connection with the development and construction on the Site.

The City agrees that the Agency, and its consultants and agents, shall have the right (but not the obligation) to enter upon the Site at any time to monitor the excavation and construction on the Site, to test the soils and/or water on the Site, and to take such other actions as may be reasonably necessary to assure compliance with this Section III(d) of this Scope of Development (Attachment No. 5). Nothing herein (including without limitation the Agency's right to inspect) shall be construed to make the Agency, the City, SEDC or their respective officers, employees, contractors and agents liable for the responsibilities under Section 212 of the Agreement and this Section III(d), and the provisions and requirements of Section 309 of the Agreement shall apply with respect thereto.

X. EQUAL OPPORTUNITY CONTRACTING PROGRAM

A. Minority and Women Business Enterprise

The City agrees that, qualified minority and women-owned firms principally from the Southeastern San Diego area shall be provided contracting opportunities in all phases of the construction of the improvements on the Site in accordance with the City's Equal Opportunity Contracting Program, which is attached to this Amended Scope of Development as Exhibit A.

XI. AGENCY RESPONSIBILITIES

A. The Agency shall:

1. pay the sum of \$1,600,000 to the City as follows:
  - (i) the Predevelopment\Design Phase Amount shall consist of the sum of \$300,000;
  - (ii) the Construction Phase Amount shall consist of the sum of \$1,100,000; and
  - (iii) the Retention Phase Amount shall consist of the sum of \$200,000; pursuant to which, the entire amount may be used for certain construction costs, subject to the advance written approval of the Agency and the City of San Diego Parks and Recreation Department.

002087

EXHIBIT A

CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM

[TO BE ADDED BEHIND THIS PAGE]

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
CONSTRUCTION REQUIREMENTS

TABLE OF CONTENTS

I. City's Equal Opportunity Commitment ..... 1

II. Nondiscrimination in Contracting Ordinance ..... 1

III. Equal Employment Opportunity ..... 2

IV. Equal Opportunity Contracting ..... 4

V. Demonstrated Commitment to Equal Opportunity ..... 5

VI. List of Subcontractors ..... 6

VII. Definitions ..... 6

VIII. Certification ..... 7

IX. List of Attachments ..... 7

I. City's Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and subcontractors of professional service contractors doing business with the City. The City encourages its contractors to share this commitment. Prime contractors are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer consulting opportunities to all eligible subcontractors.

II. Nondiscrimination in Contracting Ordinance. All contractors and professional service providers doing business with the City, and their subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Contract Language. The following language shall be included in contracts for City projects between the contractor and any subcontractors, vendors, and suppliers:

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 subconsulting 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.

- C. Compliance Investigations. Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor 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 through 22.3517. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the 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 the *Ordinance*.
- III. Equal Employment Opportunity.. Contractors shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Contractors shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Contractor will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Contractor 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 Contractor's EEO Policy is being carried out and to submit reports relating to EEO provisions;
  3. Contractor 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 Contractor reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
  5. The Contractor discusses its EEO Policy Statement with subcontractors 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 Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations;
7. The Contractor 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 Contractor disseminates its EEO Policy to union and community organizations;
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy;
10. The Contractor 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 Contractor 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 Contractor encourages all present employees, including people of color and women employees, to recruit others;
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria;
14. The Contractor 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 Contractor's employment needs;
15. The Contractor 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 Contractor 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 Contractor 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 Contractor is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a contractor association, contractor/community professional association, foundation

or other similar group of which the Contractor is a member will be considered as being part of fulfilling these obligations, provided the Contractor actively participates.

- IV. Equal Opportunity Contracting. Prime contractors are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible subcontractors. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subcontractor participation level*.

A. Subcontractor Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subcontractor 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. While attainment of the 15% Subcontractor Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Contractor's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by subcontractors shall be submitted quarterly for any work covered under an executed contract.

- V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Proposers are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. Past Participation Levels. Listing of Proposer's subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, subcontractor firm's name, percentage of subcontractor firm's participation, and identification of subcontractor firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.

4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. Contractor selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
  2. Past Participation Levels. Proposer's subcontractor participation levels achieved on all private and public projects within the past three (3) years.
  3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
  4. Community Activities. Proposer's current community activities.
- VI. List of Subcontractors. Contractors are required to submit a *Subcontractor List* with their proposal.
- A. Subcontractors List. The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subcontractor.
1. Subcontractors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Contractor's fee.
- B. Commitment Letters. Proposer shall also submit subcontractor *Commitment Letters* on subcontractor's letterhead, no more than one page each, from all proposed subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- VII. Definitions. 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.
- 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.

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.

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).

"Other Business Enterprise" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

VIII. Certification.

A. 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:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments

- AA - Work Force Report
- BB - Subcontractors List
- CC - Contract Activity Report

002094



WORK FORCE REPORT ADMINISTRATIVE

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).

CONTRACTOR IDENTIFICATION

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

Name of Company: \_\_\_\_\_

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ 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 \_\_\_\_\_

(Firm Name)

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

(Authorized Signature)

(Print Authorized Signature)

WORK FORCE REPORT - 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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
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														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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 ethnicity; 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)
	Carpenter													
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers														
Milwrights														
Masons, Bricklayers														
Tilesetters														
Operators														
Painters														
Pipefitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN														
GRAND TOTAL ALL EMPLOYEES	[ ]													



### 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 contractor 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.<sup>1</sup> 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.<sup>2</sup> For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.<sup>1,2</sup> On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.<sup>2</sup>

### 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.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. 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: Work Force Report Job categories

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

002099

Religious Workers
Social Scientists and Related Workers

Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Architecture & Engineering, Science, Computer**

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

**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

**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

**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

**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

**Transportation**

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

**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

SUBCONTRACTORS LIST

**Information Regarding Subcontractors Participation:**

1. Subcontractor's List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Contractor's fee.
2. Proposer shall also submit subcontractor commitment letters on subcontractor's letterhead, no more than one page each, from subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/DB E/DVBE/OBE	**WHERE CERTIFIED

\*For information only. As appropriate, Proposer shall identify Subcontractors 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 Subcontractor is certified by:

- |  |          |
|--|----------|
| City of San Diego                                | CITY     |
| State of California Department of Transportation | CALTRANS |

