

DOWNTOWN CPD NEIGHBORHOOD PARKING PROGRAM AGREEMENT FOR FISCAL YEAR 2023

This Neighborhood Parking Program Agreement (“Agreement”) is made by and between the City of San Diego, a California municipal corporation (“City”), and the East Village Association, a California nonprofit, (“Contractor”) (hereinafter collectively, the “Parties”).

RECITALS

- A. The City administers the Downtown Community Parking District (“DCPD”), which includes the East Village neighborhood.
- B. The boundaries of the East Village neighborhood are generally defined as follows: Interstate 5 to the East and North, State Route 163 to the North, Tony Gwynn Drive to the South, 7th Avenue along E Street and 10th Avenue to 17th Street, to the West (“East Village Neighborhood”).
- C. Contractor has provided to the City a conceptual parking plan to aid in the parking issues facing the East Village Neighborhood and wishes to enter into an agreement with the City by utilizing parking meter revenue to implement the conceptual parking plan.
- D. The City desires to retain the services of the Contractor to provide parking administration services for the East Village Neighborhood of the DCPD.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

AGREEMENT

- 1. Definitions. The following terms shall be defined as follows:
 - 1.1. **Fiscal Year**. The City’s fiscal year starting July 1, 2022 and ending June 30, 2023.
 - 1.2. **Notice**. Any consent, demand, designation, election, notice or request relating to this Agreement. All Notices must be in writing.
 - 1.3. **Notify**. To give a Notice.
 - 1.4. **Project**. The Scope of Services to be provided by Contractor, a copy of which is attached hereto as Exhibit A.
 - 1.5. **Project Funds**. All DCPD Funds (defined below) allocated to this Agreement.

- 1.6. **Project Records.** All administrative or financial records required in connection with the Project that are prepared or gathered by Contractor, including all books, papers, invoices, receipts, accounting records in accordance with Generally Accepted Accounting Principles (GAAP), payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigative videos, work product, and any other documents, data or records pertaining to any or all matters covered by this Agreement.
- 1.7. **Reimbursement Period.** This Agreement will allow reimbursement requests for the full Fiscal Year
- 1.8. **Request for Reimbursement.** The packet submitted utilizing City supplied forms and Contractor back-up documentation (consisting of proof of expenses incurred and payments made in conformance with the requirements of this Agreement and Council Policy 100-18 to the satisfaction of the Contract Administrator) that is the basis for requesting reimbursement of eligible Project expenses each Reimbursement Period.
- 1.9. **Subcontractor(s).** Each subcontractor hired by Contractor to the extent directly related to the Project.
- 1.10. **Term.** The meaning as defined in Section 2.
- 1.11. **DCPD Funds.** Funds appropriated by the City and approved by the Council of the City of San Diego as part of the Fiscal Year Annual Plans and Budget, in accordance with Council Policy 100-18.
2. Effective Date; Term of Agreement. Upon 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, 2022 (the “Effective Date”) through June 30, 2023 (the “Term”).
3. Scope of Services.
 - 3.1 Contractor’s Obligations. Contractor shall conduct the Project in accordance with Council Policy 100-18, Community Parking District, as amended from time to time.
 - 3.2 The Project description shall be in sufficient detail to provide a sound basis for City to effectively monitor Contractor’s performance under this Agreement, identify proper expenditures of parking meter revenue consistent with Council Policy 100-18, and all work shall occur only within the Term of this Agreement.
4. Contract Administrator; Designated Representative. City’s Sustainability & Mobility Department (“Department”) shall be the contract administrator for this Agreement. City

shall designate, and from time to time may re-designate, a representative (the “Designated Representative”) for the purposes of this Agreement.

- 4.1 Direction. Contractor shall work solely under the direction of the Department and the Designated Representative in performing the Project.
- 4.2 Consent/Approval. Contractor shall inform Contract Administrator, in writing, within ten (10) days of the occurrence of any of the following changes: (i) the resignation, retirement, or discharge of its executive director, chief executive officer, or other managing agent; (ii) a majority change in the membership of the board of directors; (iii) a change in programming that significantly deviates from the Contractor’s mission or overall purpose; and/or (iv) a change in annual operating income such that any matching fund requirement will not be met by the end of the contract year.
5. Independent Contractor. Contractor acknowledges, and shall ensure that each Subcontractor acknowledges, that they are an independent contractor and not an agent or employee of City. No provision of this Agreement shall be interpreted to give City any right to direct, or exercise any control over Contractor concerning the details of performing the Project. Contractor shall follow the City’s direction only as to the end results sought from the Project.
6. Assignment; Subcontracting. This Agreement is made in reliance on Contractor’s qualifications, experience, and identified personnel. Therefore, Contractor may not assign or subcontract any of its rights or obligations under this Agreement without City’s prior written consent. Any purported assignment of any of Contractor’s rights or obligations under this Agreement without City’s prior written consent shall be void *ab initio* and a default of this Agreement.
7. Performance Reporting. Contractor shall submit to the City performance reports in accordance with the schedule and requirements below.
 - 7.1 Quarterly Reports. Contractor shall submit a report each quarter detailing Project work performed and progress towards Project goals in the quarter per the schedule listed herein. Failure to timely submit a report each quarter may result in cessation of reimbursements until such time as the overdue report is received and reviewed by City staff, and deemed to be in compliance with the requirements of this Agreement. Reports for Quarters 1 through 3 are due to the City within fifteen (15) calendar days of the close of each Report Period.
 - 7.2 Final Performance Report. Contractor shall submit a Final Performance Report within seven (7) calendar days of City’s Fiscal Year end indicating the extent to which the outcomes of this Agreement have been accomplished. Failure to timely submit a Final Performance Report shall result in cessation of reimbursements until such time as the overdue report is received and reviewed by City staff, and deemed to be in compliance with the requirements of this Agreement. An overdue

Final Performance Report must be submitted no later than thirty-one (31) days after the end of the Fiscal Year.

7.3 Report Acknowledgement. Each report shall be accompanied by documentation evidencing credit to the City for its financial support, including but not limited to, copies of publicity and advertising materials related to the Project consistent with Sections 21 of this Agreement.

7.4 Statement of Compliance. Contractor shall also attach to the Final Performance Report a Statement of Compliance signed by the executive director or other chief executive officer of the Contractor, certifying that the Contractor has complied with the terms of this Agreement. City shall not make the final payment unless Contractor submits the "Statement of Compliance".

8. Neighborhood Parking Program Expenditures.

8.1 Other Funding. Contractor shall not be reimbursed for any expenditure that has been (or will be) properly charged to a funding source other than the City.

8.2 Total Reimbursement. Contractor may be reimbursed only for those expenditures the Contract Administrator approves as reasonable and appropriate costs consistent with Council Policy 100-18, provided that those expenditures are incurred by Contractor during the Term of this Agreement and are already paid for by Contractor.

8.2.1 The City shall not make any payment to Contractor if Contractor is in default of any previous City Agreement.

8.2.2 Expenses requested for reimbursement that are not supported with proper documentation shall be considered ineligible expenditures.

8.2.3 Expenses requested for reimbursement that are ineligible under Council Policy 100-18 or this Agreement, shall be considered ineligible expenditures unless approved, in writing, by the City.

8.2.4 This Agreement is for reimbursement purposes only.

8.2.5 Contractor shall advise City at the beginning of the Fiscal Year whether the Reimbursement Period will be monthly or quarterly.

8.2.6 Request for Reimbursement shall be submitted via email to SUSTPayments@sandiego.gov.

8.2.7 None of the funding provided by the City under this Agreement shall be used to fund any activity that has been or could be funded through the Maintenance Assessment District contract between the Contractor and the

City, or other funding agreements of the Contractor. The purpose of this funding is solely to provide parking management services in the approved budget.

- 8.3 Reimbursement Schedule. Request for Reimbursement may be submitted during the Term, except that the final Request for Reimbursement must be submitted within fourteen (14) calendar days of the end of the City's Fiscal Year. An alternative Reimbursement Schedule may be utilized only after Contractor requests and receives written approval in advance from the Contract Administrator.
- 8.3.1 Request for Reimbursement shall not exceed one-twelfth (1/12) or one-quarter (1/4) of the Total Reimbursement amount of this Agreement as specified in Section 8.2 unless written approval is provided from the Contract Administrator for an alternative Reimbursement Schedule.
- 8.3.2 The City reserves the right to temporarily withhold or adjust the final payment, subject to the City's approval of the Final Performance Report, all financial disclosures, and any audits required of Contractor under this Agreement. The City's approval will not be withheld unreasonably.
- 8.3.3 All DCPD Funds allocated to Contractor pursuant to this Agreement and not requested to be paid to Contractor through submission of complete and error-free Requests for Reimbursement (with back-up documentation) by July 31 shall be forfeited.
- 8.4 Advances. At the written request of Contractor, the City may make an annual advance payment to Contractor to meet the cost of program expenses in an amount not to exceed fifteen percent (15%) of Project Funds ("Advance Funds") per advance ("Advance"). Repayment of such an Advance or accounting for the use of the Advance Funds must be made annually prior to each fiscal year end. The City will, at its sole discretion, either require Contractor to return any unexpended funds from the Advance to the City within thirty (30) calendar days of the expiration date of this Agreement, or approve and execute a journal voucher (or other action) to transfer any unexpended funds from the Advance to the next agreement with Contractor. In the event this Agreement is terminated at an earlier time, Contractor must return to the City any unexpended funds from the Advance upon the termination date of this Agreement.
9. Project Records. Contractor shall maintain, and shall ensure that each Subcontractor maintains all administrative and financial records required by this Agreement (the "Project Records"), including without limitation, all books, accounting records, invoices, receipts, payroll records, personnel records, and any other data and records related to the Project.

- 9.1 Accounting Standard. Contractor shall create, maintain and ensure that each Subcontractor creates and maintains, complete and accurate accounting records in accordance with Generally Accepted Accounting Principles (“GAAP”) in the applicable industry.
- 9.2 Production; Inspection; Audit. Within ten (10) business days after City’s written request for Project Records, Contractor shall make the Project Records available to City and its authorized agents for review and audit. Upon City’s request, Contractor shall deliver to City exact duplicates of all requested Project Records. Contractor shall permit, and shall ensure that each Subcontractor permits, the City and its authorized agents to inspect and photocopy Project Records at any reasonable time and location within San Diego County, such as Contractor’s offices. City may retain copies of Project Records. City shall maintain all copies of Project Records in the strictest confidence allowed by law. If Contractor or a Subcontractor is unable to make Project Records available for inspection within San Diego County, then Contractor shall pay all of City’s travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained.
- 9.3 Storage Period. Contractor shall store, and shall ensure that each Subcontractor stores, all Project Records for a period of not less than five (5) years after submission of the final expenditure report upon the expiration or the earlier termination of this Agreement, or until all audit findings have been resolved, whichever is longest. All Project Records shall be kept at a protective, secure location. At any time during the storage period, Contractor shall permit, and shall ensure that each Subcontractor permits, City and its authorized agents to examine all Project Records as provided in this Agreement. After the expiration of the storage period, Contractor shall notify City at least thirty (30) calendar days prior to its intent to dispose of Project Records. Contractor shall not dispose of Project Records without City’s prior written consent.
- 9.4 Original Project Records. At any time after the expiration or earlier termination of this Agreement, City may request original Project Records from Contractor or any Subcontractor. Within ten (10) business days after City’s request Contractor shall deliver the requested original Project Records to City. Contractor, or the applicable Subcontractor, may retain copies of any such Project Records.
- 9.5 Ownership of Project Records. All Project Records shall be the City’s property. City’s ownership of the Project Documents includes without limitation the use, reproduction, and/or reuse of the Project Documents, as well as all incidental rights.
10. Audits; Financial Disclosures; Other Reports and Disclosures.
- 10.1 Financial Statement Audits. If Contractor receives \$75,000 or more combined in federal, state, or City funds annually, Contractor shall have a financial statement audit. A financial statement audit is the examination of Contractor’s financial

statements and accompanying disclosures by an independent auditor. The result of this examination is a report by the auditor, attesting to the fairness of presentation of the financial statements and related disclosures. This financial statement audit shall be prepared in accordance with GAAP and performed by an independent Certified Public Accountant, in accordance with Generally Accepted Auditing Standards (GAAS). Contractor shall deliver a report of each such financial statement audit and accompanying financial statements to City no later than September 30 after the City's fiscal year-end. City may extend the deadline by up thirty (30) calendar days upon Contractor's written request.

Each financial statement audit report shall include the following statements:

- 10.1.1 a statement of expenditures of City funds by program, identified in the same expenditure classifications as contained in the final budget and compared with the budgeted amounts; and
 - 10.1.2 a statement of revenues and expenditures, and a statement of financial position for all funds received by Contractor; and
 - 10.1.3 a statement certifying compliance with all terms and conditions of this Agreement, and that all required reports and disclosures have been completed and submitted, attested to by an executive officer, general partner, or owner of Contractor.
- 10.2 If Contractor is subject to an audit from a source other than City, Contractor shall deliver a copy of the audit report to City within ten (10) business days after Contractor receives the audit report. City, at its sole discretion, may conduct an annual review of each such third-party audit.
- 10.3 Financial Disclosures. If Contractor receives \$10,000 or more, but less than \$75,000 combined, in federal, state, or City funds annually, Contractor shall deliver to City within ninety (90) calendar days after the end of the year copies of true, accurate, and complete financial reports and disclosure documents evidencing, to City's reasonable satisfaction, Contractor's financial status. City may extend the deadline by up thirty (30) calendar days upon Contractor's written request.

Contractor shall submit at least the following:

- 10.3.1 a statement of expenditures of City funds by program, to be identified in the same expenditure classifications as contained in the City funded final budget and approved through the application process and compared with the budgeted amounts; and
 - 10.3.2 a statement of revenues and expenditures, and a statement of financial position of all funds received by Contractor.
- 10.4 Other Reports and Disclosures.

10.4.1 If Contractor receives less than \$10,000 combined in federal, state, or City funds annually, Contractor shall deliver a report to City within thirty (30) calendar days after the expiration or earlier termination of this Agreement describing how such funds were used during the Term.

10.4.2 If Contractor receives \$500,000 or more combined in federal, state, or City funds annually, or when that combined federal, state, or City funding represents more than ten percent (10%) of Contractor's annual budget, Contractor shall include in its annual documentation required under this Agreement a report itemizing the salary and wage ranges for each of Contractor's job classifications, including actual executives' salaries and benefits packages applicable during the Term.

11. Compliance with Laws and Policies. Contractor shall comply, and shall ensure that each Subcontractor complies, with all applicable laws, rules, regulations, ordinances, resolutions, permits, policies, and directives of the federal, state, and local governments in performing this Agreement.

11.1 Conflicts of Interest Laws. Contractor 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 8100, *et seq.*, and the Ethics Ordinance, codified in the San Diego Municipal Code ("SDMC"). City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests.

11.2 Contractor's Responsibility for Employees and Agents. Contractor is required to 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.

11.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend any 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.

11.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

11.5 Hiring City Employees. This Agreement shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

12. Non-Discrimination Requirements.

12.1 Compliance with City's Equal Opportunity Contracting Program ("EOCP"). Contractor shall comply with EOCP Requirements. 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. Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Contractor liable for any discriminatory practice of its subcontractors.

12.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in performing this Agreement and the solicitation, selection, hiring or treatment of subcontractors. 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 Agreement and may result in termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors.

12.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in termination, debarment, and other sanctions.

12.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance ("EBO") codified in the SDMC. Failure to maintain equal benefits is a material breach of the Agreement.

12.5 Local Business and Employment. Contractor acknowledges that City seeks to promote employment and business opportunities for local residents and firms on all City contracts. Contractor shall, to the extent reasonably possible, solicit applications for employment, as well as bids and proposals for subcontracts for work associated with this Agreement, from local residents and firms as

opportunities occur. Contractor shall hire qualified local residents and firms whenever feasible.

- 12.6 Living Wage Ordinance. Contractor shall comply, and shall ensure that each Subcontractor complies, with the provisions of City's Living Wage Ordinance, codified in SDMC sections 22.4201 et seq., in performing this Agreement.
- 12.7 Drug-Free Workplace. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Agreement by this reference.
- 12.8 Contractor Certification for Americans with Disabilities Act ("ADA") and State Access Laws and Regulations. Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations ("Title 24"). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements set forth in Council Policy 100-04, which is incorporated into this Agreement by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.
- 12.9 Storm Water Pollution Prevention. Contractor shall comply with the City's Storm Water Management and Discharge Control Ordinance provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of the City regardless of location. Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended. Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.
- 12.10 Hiring of Full-Time Staff. Contractor shall conduct all hiring of full-time staff using an open, competitive process. This process shall include the publication of a Request for Qualifications in a newspaper of general circulation or comparable website.
- 12.11 Lobbying and Political Activities. Contractor shall not use, and shall ensure that each Subcontractor does not use, any of the funds, personnel, or materials received in connection with this Agreement, to influence, or attempt to influence,

any governmental decision or election in any manner, whatsoever. This prohibition shall apply to any decision of any kind to be made by any electorate, legislative body, agency, bureau, board, commission, district, or any other instrument of federal, state, or local government. The term, "influence or attempt to influence," shall mean the making, with the intent to influence, of any communication to, or appearance before, any officer, employee, or appointee of any governmental entity, as well as any communication made to any electorate, regarding any ballot measure or candidate election.

12.11.1 By signing this Agreement, Contractor certifies that Contractor is aware of, and promises to comply with, each of the lobbying and political activities provisions of this Agreement. Contractor shall also require this same certification to be included in all subcontracts, sub-grants, and cooperative contracts exceeding \$100,000.

12.11.2 Contractor acknowledges that the duty to disclose lobbying activities is a continuing requirement, and shall make such disclosures at the end of each calendar quarter in which there occurs any event requiring disclosure.

13. Insurance. Contractor shall deliver to City, and shall ensure that each Subcontractor delivers to City, a current certificate of insurance with attached policy endorsements for:

13.1 Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000);

13.2 Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Agreement. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and

13.3 Workers' Compensation Insurance, as required by the laws of the State of California for all of Contractor's employees who are subject to this Agreement, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).

13.4 Additional Insureds. Pursuant to a separate endorsement, "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.

- 13.5 Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or self-insurance maintained by City.
- 13.6 Qualified Insurer(s). All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.
- 13.7 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Contractor, and must be disclosed and acceptable to City at the time evidence of insurance is provided.
- 13.8 Continuity of Coverage. All policies shall be effective as of the Effective Date. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Agreement. Contractor shall provide proof of continuing insurance at least annually during the term of this Agreement. If insurance lapses or is discontinued for any reason, Contractor shall immediately notify City and obtain replacement insurance as soon as possible.
- 13.9 Modification. To assure protection from and against the kind and extent of risk existing with the Project, City, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving Contractor thirty (30) days prior written notice. Contractor shall also obtain any additional insurance required by City for changed circumstances or City's reasonable re-evaluation of risk levels related to the Project.
- 13.10 Accident Reports. Contractor shall immediately report to City any accident causing property damage or injury to persons and related to the Project. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 13.11 Causes of Loss - Special Form Property Insurance. Contractor shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of Contractor's insurable property related to the Project in an amount to cover 100 percent (100%) of the replacement cost. Contractor shall deliver to City a certificate of such insurance.
- 13.12 Subcontractors' Insurance. Contractor shall ensure that each Subcontractor complies with the insurance provisions of this Agreement as if the Subcontractor

were Contractor. Contractor and each Subcontractor shall be individually responsible for obtaining and maintaining their own insurance.

14. Termination.

14.1 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Agreement by giving thirty (30) days' written Notice of such termination to Contractor. The termination of the Agreement shall be effective upon receipt of the Notice by Contractor. After termination of all or any portion of the Agreement, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Agreement. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimate, summaries, and such other information and materials created or received by Contractor in performing this Agreement, whether completed or in process. By accepting payment for completion, filing and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Agreement with regard to the affected performance.

14.2 City's Right to Terminate for Default. If Contractor defaults any portion of this Agreement, City reserves the right to suspend funding until Contractor complies with the terms of the Agreement, and if the Contractor fails to comply with the terms of the Agreement, to reduce payments to the Contractor or to terminate this Agreement. If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may 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.

14.3 Continuing Responsibilities. Upon any termination of this Agreement, this Agreement shall continue until Contractor has completed any and all additional work necessary for the orderly filing of documents and winding up Contractor's performance of this Agreement as City may reasonably direct. Upon the termination of this Agreement, Contractor shall deliver to City all funds for Special Promotional Programs for the provision of Economic Development Services on hand at the time of the termination, and any accounts receivable attributable to the use of these funds.

14.4 Rights and Remedies Reserved. City's rights and remedies under this Agreement are cumulative and shall not limit, waive, or deny any other rights or remedies at law or in equity, existing on the Effective Date or later enacted or established.

15. Informal Dispute Resolution. If the Parties have any dispute as to their respective rights, obligations, and/or duties under this Agreement, or the meaning or interpretation of any

provision contained herein, they shall first attempt to resolve such dispute by informal discussion between themselves. Such discussion shall take place as soon as reasonably possibly after delivery of a written notice of dispute.

16. Mandatory Assistance. If a third-party dispute or litigation, or both, arises out of, or relates in any way to this Agreement, then upon City's request, Contractor and its agents, officers, and employees shall assist City in resolving the dispute or litigation. Contractor's assistance to City, hereinafter referred to as "Mandatory Assistance," includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and/or litigation.
 - 16.1 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred in providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third-party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor or its agents, officers, or employees, then Contractor shall reimburse City for all fees paid to Contractor and its agents, officers, and employees for the Mandatory Assistance.
 - 16.2 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 16.2 are not reimbursable.
17. Indemnification. To the fullest extent permitted by law, Contractor shall protect, defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless City and its elected officials, officers, representatives, agents and employees ("Indemnified Parties") from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any performance of services under this Agreement by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.
18. Subcontractors. Within five (5) business days after the Effective Date, Contractor shall deliver to City: (a) a list of all Subcontractors and intended Subcontractors, with their contact information; and (b) a copy of each Subcontractor contract, including the scope of work, a written statement describing the justification for the Subcontractor's services, and an itemization of all costs for the Subcontractor's services. If Contractor hires additional Subcontractors, or modifies any existing Subcontractor contract, Contractor shall deliver

to City: (a) an updated list of all Subcontractors, with their contact information; and (b) a copy of each new or modified Subcontractor contract, including the scope of work, a written statement describing the justification for the Subcontractor's services, and an itemization of all costs for the Subcontractor's services. City may forward the Subcontractor lists to EOCP.

18.1 Procurement. Contractor shall comply with all federal, state, and local laws, regulations, and policies applicable to public contracts and procurement practices, including without limitation the City's Conflict of Interest and Procurement Policy for Nonprofit Corporations, a copy of which is attached hereto as Exhibit E. Contractor shall maintain documentation of the process used to procure Subcontractor services, and shall deliver to City upon request a copy of all such documentation.

18.2 Contract Activity Report. Upon request, Contractor shall deliver to City such statistical information and such Subcontractor invoices as City may reasonably require.

18.3 Prohibited Subcontractors. Contractor shall not employ, award any contract to, engage the services of, or fund any Subcontractor who is subject to federal, state, or local debarment, suspension, or ineligibility.

19. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and may be served personally, sent by United States mail, postage prepaid, or by reliable overnight courier. Any party entitled or required to receive notice under this Agreement may designate a different address to which notices shall be sent. Notice shall be effective upon confirmed receipt. The parties' addresses for notice shall be as follows:

THE CITY OF SAN DIEGO
Attn: Kristy Reeser
Sustainability & Mobility Department
1200 Third Avenue, Suite 1800
San Diego, CA 92101
kreeser@sandiego.gov

With a copy by First Class Mail to:

EAST VILLAGE ASSOCIATION
Attn: Diane Peabody Straw, Executive Director
1041 Market Street, Suite 200
San Diego, CA 92101
619-546-5636
diane@eastvillagesandiego.com

20. Confidentiality. Contractor shall maintain all information it receives from City and related to this Agreement as strictly confidential shall not release any such information to

any third party without City's prior written consent. This confidentiality obligation shall not apply to information that: (a) was publicly known, or otherwise known to Contractor, at the time the information was provided; (b) subsequently becomes publicly known, through no act or omission of Contractor; (c) becomes known to Contractor from a source or means other than City; or (d) is considered a "public record" under the California Public Records Act (i.e., California Government Code sections 6250 *et. seq.*).

21. Acknowledgment of City Support. Contractor shall ensure, and require Subcontractors to ensure, acknowledgement of the City's financial support in all materials prepared pursuant to this Agreement including, without limitation, brochures, newsletters, advertising, fact sheets, news releases, and internet web sites. Such acknowledgment shall be prominently displayed on any and all materials. Contractor shall secure the review and approval from City of the content, form, and location of all acknowledgments on any materials, which approval shall not be unreasonably withheld. The following is an example of a credit line that might be used: **"This project is funded in whole or in part with City of San Diego funds."** When any such material expresses an opinion regarding a matter of public policy, the acknowledgment shall note that the opinion(s) stated in the document does not necessarily reflect the opinion or policy of the City. Contractor shall comply with the provisions of City's Administrative Regulation 95.65 regarding product endorsements. Contractor shall not in any way identify or refer to City as the user or endorser of a product or service without City's prior written approval.

22. General Provisions.

22.1 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of City as a California Charter City.

22.2 Governing Law. The terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State of California. In addition, the terms and conditions of this Agreement are subject to SDMC Sections 82.08 and 82.09.

22.3 Jurisdiction and Venue. For any dispute, claim, or legal matter related to this Agreement or the performance of this Agreement, the parties shall submit to the personal jurisdiction and venue of any State Court within the County of San Diego, California.

22.4 Integrated Agreement. This Agreement contains the entire understanding of the parties. There is no other written or oral understanding between the parties with respect to this Agreement or the Scope of Services. Each party has relied solely on advice from its own attorneys and experts in entering into this Agreement. No other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Agreement. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

- 22.5 Non-Assignment. Contractor may not assign the obligations under this Agreement without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.
- 22.6 Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect.
- 22.7 Covenants and Conditions. All provisions expressed in this Agreement as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.
- 22.8 Waiver. City's waiver of a breach or default by Contractor shall not be a waiver of any other breach or default. No waiver shall be valid and binding unless in writing and executed by City. City's delay or failure to enforce a right or remedy shall not be a waiver of that or any other right or remedy under this Agreement. The enforcement of a particular right or remedy for a breach or default shall not waive any other right or remedy for the same breach or default, or for any other or later breach or default. Any failure by City to discover a breach or default, or take prompt action to require the cure of any breach or default, shall not result in an equitable estoppel, but City shall at all times have the legal right to require the cure of any breach or default.
- 22.9 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.
- 22.10 Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 22.11 No Affiliation. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or other affiliation between City and Contractor or between City and any other entity or party, or cause City to be responsible in any way for the debts or obligations of Contractor or any other party or entity.
- 22.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 22.13 Captions. The section headings and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Agreement. The numbers of the paragraphs and pages of this Agreement may not be consecutive. The lack of consecutive numbers shall have no effect on the enforceability of this Agreement.
- 22.14 Time is of the Essence. Time is of the essence for each obligation under this Agreement.
- 22.15 Survival. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of performance and termination, expiration or completion of this Agreement.
- 22.16 Unavoidable Delay. If the performance of any act required of City or Contractor is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform the act, the obligated party shall be excused from performing that act for the period equal to the period of the prevention or delay. If Contractor or City claims the existence of a delay, the party claiming the delay shall notify the other party in writing of the fact within ten days after the beginning of the claimed delay. Any delays in performance of Scope of Services caused by unforeseen events beyond the control of either party shall not entitle Contractor to damages or additional compensation. Such delays may, however, allow for an adjustment or modification in the Scope of Services if such modification is approved in writing
- 22.17 Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity shall provide City with evidence, satisfactory to City, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

CONTRACTOR

Date: 9/22/2022

BY: Claudine Scott
Name: Claudine Scott
Title: President

Date: 09/28/2022

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: Kris McFadden
Name: Kris McFadden
Title: Deputy Chief Operating Officer

APPROVED AS TO FORM:

MARA W. ELLIOTT, City Attorney

BY: 

Name: Katherine A. Malcolm
Title: Deputy City Attorney

Exhibit A:
Project (Scope of Services)

The East Village Association’s FY23 initiatives include advertising, programming and education of mobility choices in East Village. Additionally, EVA will install a pedestrian lighting project on Market Street to help increase pedestrian safety and will work with the City on the installation of parking meters and increase parking inventory.

1. Neighborhood Supplemental Parking Program	\$18,713
a. Increase Parking Inventory	
b. Installation of Parking Meters	
2. Marketing and Promotions/Programs	\$33,100
a. Mobility Choice Education	
d. Program Management	
3. Neighborhood Initiatives and Special Projects	\$291,500
a. Market Street Lighting Project	
b. Padres Opening Day Block Party MTS Sponsorship	
d. Pedestrian Safety Initiative	
4. Program Management	\$51,497

Total: \$394,810

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SUBJECT: COMMUNITY PARKING DISTRICT
POLICY NO.: 100-18
EFFECTIVE DATE: July 16, 2015

PURPOSE:

The intent of this Policy is to provide a mechanism whereby communities unable to meet existing parking demands may devise and implement parking management solutions to meet their specific needs and resolve undesirable parking impacts. This Policy anticipates that such communities, at their initiative, and with the approval of the City Council, can be responsible for establishing and managing a Community Parking District. This Policy specifies the procedures to be followed to establish a Community Parking District. This Policy also provides for, and specifies the procedures under which, certain parking management-related revenues earned by the City within the geographic boundaries of an existing or newly designated Community Parking District may be allocated to the Community Parking District to implement and manage improvements that address parking impacts. This Policy is not intended to reduce existing City revenue streams derived from various parking management-related fees, citations, permits, etc. Any references in this Policy to allocating a portion of parking meter or other parking management-related fees to Community Parking Districts is intended to apply only to new or prospective revenues. This Policy will be implemented in a manner that precludes any reduction or diminishment of City revenues.

POLICY:

- A. Establishment of Community Parking Districts
1. A community planning group, City-owned nonprofit, or a nonprofit managing a City-assessment district may submit to the Mayor or City Manager a request to form a Community Parking District when existing City mechanisms for implementing parking management solutions have been insufficient or such mechanisms do not exist within the community. The Mayor or City Manager shall convey all such requests, along with the Mayor's or City Manager's recommendation regarding each, to the City Council or any of its committees for its consideration. In the event that an organization submits a request that affects an existing Community Parking District, the Mayor or City Manager will present the request to the board of the existing Community Parking District prior to forwarding the request to the City Council or any of its committees for action.

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A request to form a Community Parking District shall contain each of the following:

- a. A map or other description of the geographic area proposed to be designated as a Community Parking District.
- b. Data to verify that the proposed geographic area is in fact adversely impacted by parking demands. Such data may be provided by a parking study commissioned by the Mayor or City Manager or by a qualified private traffic engineer who would be required to submit his/her data and findings to the Mayor or City Manager for review; a combination of project-specific parking studies which, in the aggregate, present credible information regarding parking impacts in the geographic area; or such other information as the Mayor or City Manager may determine to be credible and persuasive.
- c. A conceptual plan for how the Community Parking District will be managed, including, but not limited to:
 - (1) The legal entity proposed to be designated as the Community Parking District Advisory Board for the purpose of managing the District. The City Council may designate as the District Advisory Board the existing board of a nonprofit managing a City-assessment district, a City-owned nonprofit, a community development corporation, or other nonprofit corporation approved by the City Council. A wide representation of community interests within the proposed geographic area shall be sought;
 - (2) How community input will be obtained and incorporated into the management of the District;
 - (3) The sources and amounts of District revenues;
 - (4) Examples of or proposed improvements that would address the District's parking impacts;
 - (5) Anticipated financing for these improvements, provided that no existing financing obligations or commitments shall be jeopardized or restricted; and
 - (6) A first and five year budget.

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2. Prior to consideration of the proposal by the City Council or any of its committees, the requesting entity shall make the proposal publicly available for review and shall conduct a noticed public meeting for affected citizens in the proposed Community Parking District. The requesting entity shall also provide notice of this public meeting to all affected Community Planning Groups.
 3. Geographic areas that, prior to December 31, 1997, were established as Parking Meter Districts are hereby now designated as established Community Parking Districts, and the organizations designated by the City Council as Parking Meter District Advisory Boards are hereby now designated as the established Community Parking District Advisory Boards.
 4. The Community Parking District Program shall be administered by the Mayor or City Manager.
- B. Revenues Subject to Allocation to a Community Parking District
1. Annually, the costs of administering the Community Parking District Program, including the services of dedicated Transportation Engineer(s), and parking meter operations costs shall be subtracted from the total parking meter revenue prior to the calculation of the revenue subject to allocation to the Community Parking Districts.
 2. A percentage of the total parking meter revenues, less the administrative and parking meter operations costs described in Section B.1 above, generated within each Community Parking District shall be allocated to that Community Parking District on an annual basis. The percentage shall be forty-five (45%) each fiscal year.
 3. In addition to this 45% allocation, the City may allocate all or a portion of the parking management-related revenues to a Community Parking District on a case-by-case basis. Such additional revenues may be allocated to a Community Parking District so long as all of the following requirements are met:
 - a. Any City administrative costs necessary to implement and collect the fees are fully recovered;

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- b. The City conducts, or causes to be conducted, an analysis of the proposed use(s) of the additional parking management-related revenues, and the analysis indicates that the amount allocated, along with any other authorized revenues, is sufficient to implement and manage the proposed use(s);
 - c. The amount allocated is no more than necessary to implement and manage the proposed use(s); and
 - d. The City determines through a fiscal impact analysis that the Community Parking District's proposed use(s) is/are in the City's long-term best interest.
4. For the purpose of this Policy, City revenues which may be allocated to a Community Parking District in addition to parking meter revenue, if any, may include:
- a. Fees paid by users to park in a facility operated by the Community Parking District;
 - b. Valet parking fees;
 - c. Residential or shopper parking permit fees;
 - d. Parking in-lieu fees levied on new development; and
 - e. Any other authorized fees obtained to regulate parking in a Community Parking District.
5. Community Parking District revenues allocated to each Community Parking District will be disbursed pursuant to the adoption and approval of an Annual Plan & Budget submitted to the City Council, as provided in sections C and D below. The Mayor or City Manager shall maintain relevant data indicating the location of each parking meter, revenue earned by each meter, and other revenue sources, for the purpose of projecting and verifying parking management-related revenues allocable to each District.

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6. The Mayor or City Manager will conduct an annual fiscal year-end reconciliation of actual parking management-related revenues. To the extent that actual revenues are less than or greater than the estimate used for the approved Annual Plan & Budget, the difference will be incorporated in the following fiscal year's Community Parking District allocation.
- C. Use of Allocated Community Parking District Funds
1. An allocation of parking meter or other parking management-related revenue to a Community Parking District shall be made only from new or prospective revenues resulting from meter installations or the implementation of other parking management activities within the District, and the allocation shall not result in any reduction of current City revenues or anticipated increases in City revenues.
 2. Community Parking District revenues shall be expended for regulation, management, and control of the parking of vehicles and management and control of traffic (including vehicular, bike and pedestrian), which affects or is affected by the parking of vehicles in the parking meter zones pursuant to San Diego Municipal Code sections 82.08 and 82.09. Such expenditures shall be focused on improvements and activities that increase the availability, supply, and effective use of parking for residents, visitors, and employees within the adopted Community Parking Districts. The purpose of the expenditures may include, but is not limited to, the following:
 - a. Increasing the parking supply (e.g., lease, purchase, or construction of additional on-street or off-street parking accessible to vehicles, including bikes) through means such as self-parking or valet-parking, and generally available to all users. If a subsidy is provided to users (directly or indirectly), the Annual Plan & Budget shall demonstrate (not merely assert) that the subsidy is limited to a reasonable amount which corresponds to a material effect on parking in the parking meter zones and serves a public purpose . Also, every proposed activity which is targeted to specific users, such as an employee parking program, shall demonstrate in the Annual Plan & Budget that such an activity shall not violate general principles of equal protection by ensuring that protected classes of people are not discriminated against. Eligible expenses include the acquisition of land, project design, financing, construction, and/or operation of public parking facilities, but do not include special event parking.

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- b. Managing the existing parking inventory, including such measures as, but not limited to, parking evaluations, reconfiguration of existing on-street parking inventory, residential permit parking programs, employee parking programs, enforcement, reducing excessive red curb, removal of abandoned driveways and replacement with matching sidewalk, curb, and gutter, and mitigation of any adverse effects resulting from the implementation of such program(s). Every program that proposes to provide a subsidy to a user, (e.g. employees) shall demonstrate (not merely assert) that the subsidy is reasonable and equally available to all such users in the parking meter zone (within ¼ mile radius, see Section C.2.i) and shall not favor any one stakeholder, such as a business. Further, the management program shall not violate general principles of equal protection by ensuring that protected classes of people are not discriminated against.
- c. Providing mobility (parking and access) information through wayfinding signage or media (maps, videos, apps or other tools), which communicates the location, availability, cost, and other pertinent information of district-wide parking options and provides navigation in and between parking meter zones within the Community Parking District. The public information being provided may include costs for ribbon-cuttings, press conferences, or like events to communicate information about parking and access. However, any costs associated with promotion of business communities, specific businesses, or special events in the Community Parking District shall be funded by other sources.
- d. Providing funding for community shuttles or circulator systems within the boundaries of the Community Parking District to reduce parking demand in parking meter zones or to assist in the mobility of those parked in parking meter zones. Shuttle service or circulator systems may be leveraged for community or special events within the Community Parking District if the additional cost is covered and accounted for by other funding sources.
- e. Enhancing mobility within the Community Parking District and facilitating the use of alternative forms of transportation to reduce parking demand (e.g., community shuttles, public transit, bicycling, and walking) through activities and improvements including, but not limited to, designing and installing: bike and pedestrian amenities (bike parking, corrals, and bike lanes; pedestrian ramps, crossings, pop-outs, sidewalks, countdown indicators, rectangular rapid flashing beacons); signage; and shuttle stops.

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- f. Providing for extraordinary maintenance and landscaping activities (including, but not limited to landscaping and upkeep of such which provides a necessary safety barrier between vehicles, bikes and pedestrians) and security activities (including, but not limited to safety services at shuttle stops or security for parking areas) as required by law or necessary for the safety or proper functioning of the improvements or activities listed above. “Extraordinary” means beyond what is ordinary or is funded and provided for by other funding sources and the maintenance, landscaping and/or security activity is considered necessary for the related improvements or activities which address parking or controls and manages traffic (including vehicular, bicycle, or pedestrian traffic) which affects or is affected by the parking of vehicles in the parking meter zones.
- g. Providing pedestrian or vehicular safety, comfort and convenience, e.g. through activities and improvements which provide separation or enhance safety for pedestrians and vehicles such as wheel stops, curbs, landscaped areas and lighting. Other eligible expenses may include urban design activities in a particular area, district, or neighborhood that relate to parking or the control and management of traffic (including vehicular, bicycle, or pedestrian traffic) which affects or is affected by the parking of vehicles within parking meter zones.
- h. Inclusion of eligible City Capital Improvement Projects which meet one or more of the above purposes shall be encouraged. City staff shall identify such eligible projects and provide a list of those projects to the respective Community Parking District advisory boards or groups which may select none, one or more to be funded as part of the Annual Plan & Budget. Also, City staff shall work collaboratively with Community Parking District advisory board or groups on identifying projects where the City’s share of parking meter revenue may be used and provide such recommendations for inclusion in the City’s annual budget.

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- i. Parking meter revenue shall be spent within parking meter zones. However, since the impacts from metered parking and related traffic management and control occur in areas adjacent to parking meter zones, parking meter revenue may also generally be expended within a one-quarter (¼) mile radius from a parking meter zone for parking or traffic control and management purposes (including pedestrian and vehicle safety, comfort and convenience) which affects or is affected by vehicle parking in the designated parking meter zones in accordance pursuant to San Diego Municipal Code sections 82.08 and 82.09. Activities or improvements which are primarily aesthetic in nature are not eligible uses of parking meter revenue.
 3. Community Parking District revenues shall supplement, and not supplant, existing or proposed City or public funding sources and program revenues that are earmarked for existing or proposed improvements or activities within a district, such as a Maintenance Assessment District.
 4. The cost of new meters or other parking related equipment and their installation in existing and proposed Community Parking Districts will be shared between the City and the Community Parking District based upon the percentage by which the meter revenues are shared as described in sections B above, unless otherwise proposed in the Community Parking District Plan & Budget and approved by the City Council.
 5. The use of solar-powered parking technology shall be encouraged.
- D. Community Parking District Management
1. Annually, each Community Parking District Advisory Board shall develop, through community input, and recommend to the City Council an Annual Plan & Budget which shall identify proposed improvements and activities and the associated budget, as required by Section D.2. below. Approval of the Community Parking District Plan & Budget shall rest with the City Council. Such approval may be granted by authorizing the Mayor or City Manager to execute a written Agreement between the City and each Community Parking District Advisory Board, or through the annual citywide budgetary approval process.

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2. Each Community Parking District Annual Plan & Budget shall include the following:
 - a. How community input is obtained and incorporated into the management of the District;
 - b. A one year and five year budget, including Community Parking District funds and other sources of funding. The budget shall follow a standard template provided by the Mayor or City Manager.
 - c. A narrative which indicates:
 - i. Estimated annual costs for the next five fiscal years for each activity and improvement and whether there is an unfunded need;
 - ii. The proposed timing of the use of reserve funds per fiscal year for the five fiscal years;
 - iii. Whether the proposed expenditure is for an activity, non-CIP Improvement, or a Capital Improvement Project;
 - iv. Whether Community Parking District Advisory Board staff or City staff shall be responsible for implementing the proposed activity or improvement;
 - v. How the proposed activity or improvement will address the District's parking impacts and is an eligible use of Community Parking District funds (as identified in Section C2 above); and
 - vi. The source and amount of other funds proposed to be leveraged.

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The narrative shall follow a standard template provided by the Mayor or City Manager.

- d. Metrics for tracking performance and outcomes.
3. In addition to proposed improvements, if any, the Annual Plan & Budget may include recommendations regarding the following:

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- a. Parking meter rates, hours of meter enforcement, parking meter time limits, and additions or removals of parking meters;
 - b. Establishment or removal of time limited parking areas;
 - c. Implementation of valet parking fees, residential or shopper permit parking fees, and in-lieu fees;
 - d. The acquisition of any private property for a public purpose necessary to implement the plan;
 - e. Activities which promote effective parking management; and
 - f. Any other relevant matters pertaining to the effective management of parking demand within the District.
4. Each Community Parking District Advisory Board, or its designated parking advisory group, shall cause to be prepared annually, a Performance Report to be provided to the Mayor or City Manager by January 15 each year (or at a later date as directed by the Mayor or City Manager) and presented to a City Council Committee between February and March each year. The annual Performance Report shall follow a standard template provided by the Mayor or City Manager and shall include for the most recently completed fiscal year and the first six months of the current fiscal year:
- a. Sources and uses of Community Parking District funds and other funds previously included in the Annual Plan & Budget for that fiscal year.
 - b. Metrics on performance and outcomes comparing projected and actual results.
5. Each Community Parking District Advisory Board or its designated parking advisory group, in collaboration with City staff, shall monitor and analyze parking meter utilization, and may monitor and analyze non-metered on-street parking utilization. Each Board or advisory group may also make recommendations to City staff on meter locations, rates, time limits, hours of operation, and new parking meter technology in order to more efficiently manage on-street parking, consistent with achieving the Council-established target utilization rate of 85 percent of all metered parking spaces.

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Each Board or advisory group may request that City staff undertake analysis of parking meter utilization and non-metered on-street parking utilization and provide information to the Board or advisory group for the Board or advisory group to make its recommendations to the Mayor or City Manager. Recommendations on changes to meter rates, time limits, or hours of operation shall be considered by the Advisory Board or its designated parking advisory group as a discussion item during a meeting prior to submission to the Mayor or City Manager.

6. Each Community Parking District Advisory Board shall comply with all State and Federal laws and regulations pertaining to nonprofit corporations, including making its annual filing of IRS Form 990 available to the public, and shall comply with State public records and open meeting laws with regard to the use of Community Parking District funds.
7. Each Community Parking District shall be provided a seat on the City's Parking Advisory Board, and each Community Parking District Advisory Board shall recommend a member of its board to fill the seat.

HISTORY:

Adopted by Resolution R-288408 – 03/04/1997

Amended by Resolution R-299836 – 11/15/2004

Amended by Resolution R-306675 – 03/18/2011

Amended by Resolution R-309826 – 07/16/2015

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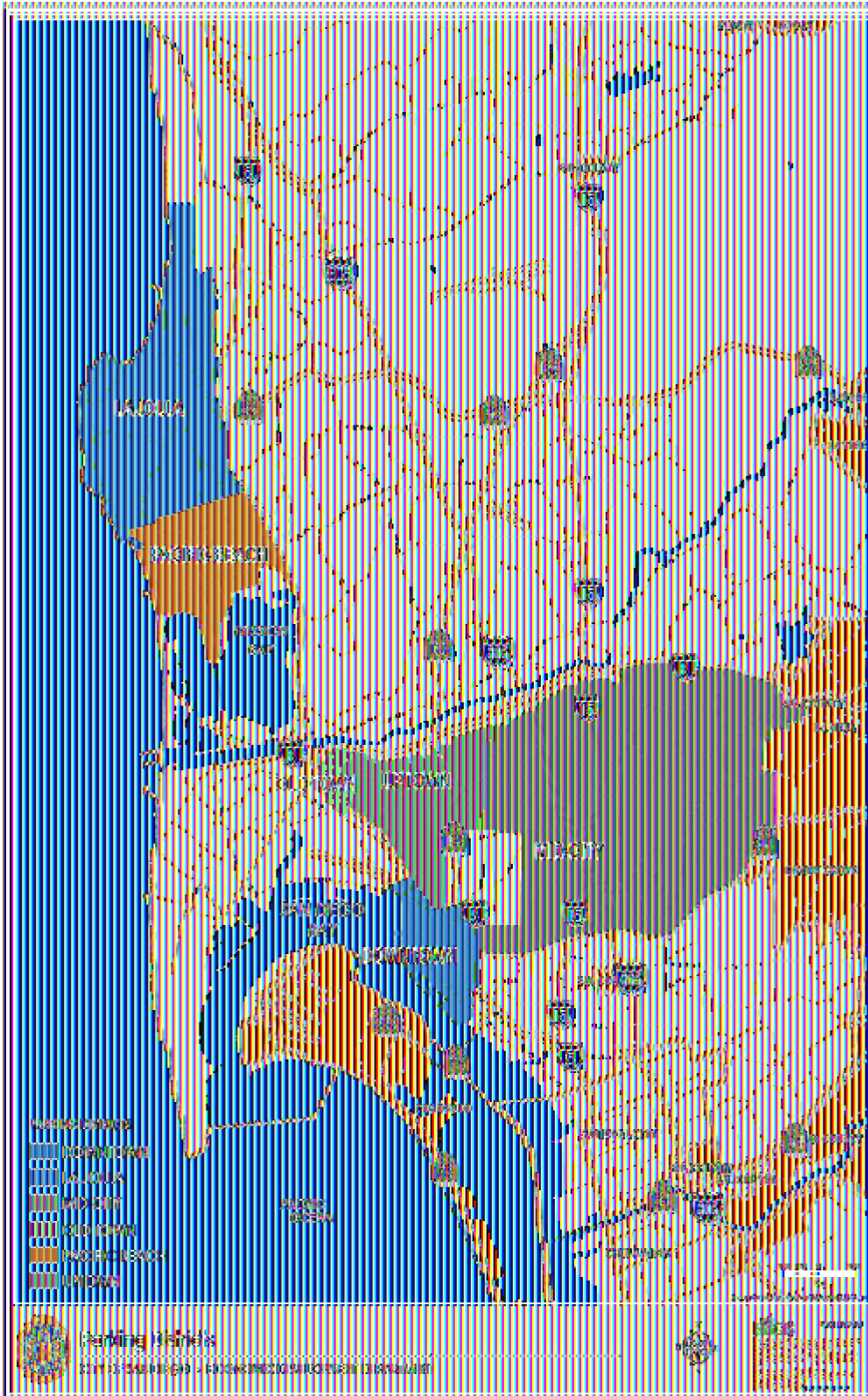


Exhibit C

Conflict of Interest and Procurement Policy for Non-profit 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 and which receive funding from or through the City.

This policy is not intended to supersede, negate or otherwise invalidate any statute, ordinance or policy, but is intended to supplement existing authorities governing these subjects.

Board Roster

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

Procedures for Procurement of Goods and Services

All procurement of goods and services by nonprofit corporations contracting with the City for which obligates or will result in the expenditure of any TOT/SBEP funds shall comply with Divisions 30-36 of Article 2, Chapter 2, of the San Diego Municipal Code, and all other laws and policies applicable to the City's procurement of such goods and services including that the selected vendor(s) must have a valid City of San Diego Business Tax Certificate unless otherwise exempted by Federal, State, or local law and except that the threshold amounts shall be as listed below and all quotes or pricing must be obtained in writing.

Agreements for such procured goods or services may not exceed five (5) years nor may they be renewed unless such possible renewal was included in the original solicitation and such renewal does not result in the total term of the agreement exceeding five years. A simple extension of the term of an agreement which does not result in an obligation on the organization to pay additional monies to the contractor is not considered to be a renewal of the agreement. However, the extension should not result in a term exceeding five years.

When a *contract* provides for an expenditure equal to or less than \$25,000 in total, the nonprofit corporation may award the *contract* but shall obtain one price in writing.

When a *contract* provides for an expenditure greater than \$25,000 but equal to or less than \$50,000, the nonprofit corporation may award the contract but shall seek two competitive prices either orally or in writing.

When a *contract* provides for an expenditure greater than \$50,000 but equal to or less than \$149,999.99, the nonprofit corporation may award the contract but shall solicit five written price quotations from at least five potential sources.

When a *contract* provides for an expenditure \$150,000 or greater, the nonprofit corporation may award the *contract* only after advertising it for a minimum of one day in the City Official Newspaper at least ten days before bids or proposals are due.

Remedies

A violation of any provision of this policy shall be grounds for termination of the nonprofit 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 nonprofit corporation or the contractor to any reimbursement or payment for goods or services provided pursuant to the void contract.