

# Little Italy Association of San Diego

## ADMINISTRATION SERVICES AGREEMENT WITH NEW CITY AMERICA, INC.

July 1<sup>st</sup>, 2020

This Revised Services Agreement (the "Agreement") is entered into and effective as of July 1<sup>st</sup>, 2020, by and between the Little Italy Association of San Diego, a California Non-Profit Corporation ("LIA"), and New City America, Inc., a California Corporation ("Contractor"), with reference to the following facts:

### Recitals

A. LIA is a California public benefit, non-profit corporation operating out of the Little Italy District of the City of San Diego.

B. Contractor is a California corporation specializing in Business Improvement District management and business district revitalization.

C. LIA and Contractor have worked together for over twenty years in their efforts to improve and revitalize the Little Italy District of San Diego, California. On or about April 1, 2016, LIA and Contractor entered into a written contract whereby Contractor agreed to provide administration services for LIA (the "2016 Agreement").

D. Under the 2016 Agreement LIA and Contractor retained the right to re-negotiate the terms of the 2016 Agreement in the event that there were changes in LIA's revenue streams. The 2016 Agreement further provided that any provision of the 2016 Agreement could be amended or waived only with the written consent of both LIA and Contractor.

E. LIA and Contractor enter this Agreement with the intent that this Agreement shall supersede and completely replace the 2016 Agreement.

F. Notwithstanding the date of this Agreement, LIA and Contractor intend for this Agreement to govern LIA's and Contractor's respective rights and obligations at all times from July 1<sup>st</sup>, 2020, until such date as this Agreement is subsequently amended or terminated according to its terms.

### Agreement

In consideration of the benefits to be gained hereunder and the mutual undertakings of the parties hereto, LIA and Contractor agree as follows:

1. Contracting Services. During the term of this Agreement, Contractor shall provide services to the LIA as described on Exhibit A attached to and incorporated herein (the "Services"). Contractor represents and warrants to the LIA that Contractor is duly licensed (as applicable) and has the qualifications, experience and ability to properly and fully perform the

Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the LIA.

2. Fees. As consideration for the Services to be provided by Contractor and any other obligations set forth in this Agreement, the LIA shall pay to Contractor the amounts specified in Exhibit B attached hereto and incorporated herein at the times stated in Exhibit B. In addition to the compensation set forth in Exhibit B, Contractor may be entitled to additional supplemental compensation as set forth in Exhibit C attached hereto and incorporated herein.

3. Expenses. Contractor shall not be authorized to incur on behalf of the LIA any expenses without the prior consent of the LIA's Finance Committee, which consent shall be evidenced in writing, for any expenses in excess of \$5,000.00 but less than \$25,000.00 per quarter. Contractor shall not be authorized to incur on behalf of the LIA any expenses of \$25,000.00 or more without the prior recommendation of the LIA Finance Committee and approval by the LIA Board of Directors. As a condition to receipt of reimbursement, Contractor shall be required to submit to LIA reasonable evidence that the amount requested for reimbursement was expended and was related to the Services.

4. Term and Termination. Contractor shall provide the Services for the period commencing on July 1<sup>st</sup> 2020 and this Agreement shall remain in effect until and unless either party gives the other, for any reason or no reason, at least ninety (90) days' written notice of the party's intent to terminate this Agreement, at which point this Agreement shall terminate immediately upon the expiration of the 90 day or greater notice period provided. Also, any time during the term of this Agreement, the LIA or the Contractor may provide to the other written notice of termination of this Agreement for cause, based on a material breach of the terms of the Agreement, and unless the breach is cured within 60 days of such notice of termination for cause, this Agreement will terminate immediately upon the expiration of the 60 day cure period.

Notwithstanding the foregoing, either party may terminate this Agreement at any time upon ninety (90) days' prior written notice to the other. In the event of such termination, Contractor shall be paid for any portion of the Services performed prior to the date of termination.

5. Independent Contractor. Contractor's relationship with the LIA shall be solely that of an independent contractor and not that of an employee. Contractor shall submit a current W9 form before beginning performance of the Services and shall be issued a 1099 form (as applicable) by the LIA.

(a) Method of Provision of Services: Contractor shall be solely responsible for determining the method, means and details of performing the Services. Contractor may, at Contractor's own expense and with the prior written consent of LIA, employ or engage the service of such partners, agents, employees or subcontractors as Contractor deems necessary

to perform the Services (the "Assistants"). Such Assistants are not employees of the LIA, and Contractor shall be solely responsible for the performance of the Services by the Assistants such that the results are satisfactory to the LIA. Contractor shall provide reasonable prior written notice to the LIA of any Assistants performing the Services, and Contractor shall advise the Assistants in writing that they must comply with the provisions of this Agreement.

(b) No Authority to Bind LIA. Neither the Contractor, nor any Assistant of Contractor, has any authority to enter into contracts or agreements that bind the LIA or create obligations on the part of the LIA without the prior written authorization of the LIA Board of Directors (which may be withheld in the sole and absolute discretion of the LIA).

(c) No Benefits. Contractor acknowledges and agrees that Contractor and Contractor's Assistants shall not be eligible for any LIA employee benefits and, to the extent Contractor and Contractor's Assistants otherwise would be eligible for any LIA employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its Assistants) hereby expressly declines to participate in such LIA employee benefits.

(d) Withholding; Indemnification. Between LIA and Contractor, Contractor shall have sole responsibility for applicable withholding taxes for all compensation paid to Contractor or Contractor's Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and Contractor's Assistants including state worker's compensation insurance coverage requirements and any US immigration visa requirements. Contractor agrees to indemnify, defend and hold the LIA harmless from and against any and all claims, losses, costs, liabilities, damages, expenses and penalties (i) with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the LIA by the relevant taxing authorities with respect to any compensation paid to Contractor or Contractor's Assistants, or (ii) otherwise arising out of or in connection with this Agreement, including performance (or failure of performance) of the Services.

6. Insurance. Contractor shall obtain and maintain throughout the term of this Agreement a policy of general liability and worker's compensation insurance with coverage and limits as required by the LIA. Prior to commencing the Services, Contractor shall provide a certificate of insurance with appropriate endorsements to the LIA evidencing such required coverage and naming the LIA as additional insured. Contractor shall provide annually proof of general liability and workers compensation insurance with limits required by the LIA.

7. Incorporation of City Agreements and San Diego Unified School District Agreement. Contractor acknowledges that the LIA is a party to an agreement with the City of San Diego (the "City") for the administration of the Little Italy Business Improvement District, the Little Italy Parking District, and the Little Italy Maintenance Assessment District, an agreement with the San Diego Unified School District regarding Amici Park, and various private agreements and grant obligations undertaken by the LIA as a District Management Corporation and public

benefit corporation. As such, Contractor hereby agrees to adhere to all of the covenants and obligations of the LIA under the foregoing agreements with the City and with the San Diego Unified School District, to the extent applicable to Contractor and/or the performance of the Services under this Agreement, and (without limiting the scope or generality of the foregoing) Contractor acknowledges its obligations pursuant to all provisions of the aforementioned public and private contracts approved by the LIA Board of Directors.

8. Privacy, Confidentiality, and Ownership. Contractor shall maintain privacy and confidentiality with respect to all financial and accounting information, HR and personnel records and payroll information or any other proprietary information of the LIA. All information obtained by Contractor during the course of performance of the Services shall be kept confidential, except that information which is mandated as a public record by the Ralph M. Brown Act. Contractor shall not release any confidential information to any third party without the prior written authorization of the LIA Board of Directors. All work completed by Contractor in connection with this Agreement shall be the property of the LIA. Upon termination of this Agreement, Contractor shall return all LIA property to the LIA. This includes but is not limited to work papers, reports, passwords, office or building keys, computer files and equipment.

9. Conflicts with this Agreement. Contractor represents and warrants to the LIA that neither Contractor nor any of Contractor's Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Contractor represents and warrants to the LIA that Contractor's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence or in trust prior to commencement of this Agreement. Contractor represents and warrants to the LIA that Contractor has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Contractor has gained from third parties, and which Contractor discloses to the LIA or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Contractor agrees that Contractor shall not bundle with or incorporate into any Services provided to the LIA any third-party products, ideas, processes, or other techniques, without the prior written approval of the LIA Board. Contractor represents and warrants to the LIA that Contractor has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Contractor's obligations under this Agreement. Contractor shall not infringe upon any copyright, patent, trade secret or other intellectual property right of any former client, employer or third party in the performance of the Services.

10. Miscellaneous.

(a) Amendments and Waivers. Any provision of this Agreement may be amended or waived only with the written consent of both parties.

(b) Sole Agreement. This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties, and supersedes all oral negotiations and prior writings, with respect to the subject matter hereof.

(c) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt (or refusal of receipt), when delivered personally or by courier, overnight delivery service or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice in accordance with this paragraph.

(d) Choice of Law. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(e) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Arbitration. Any dispute or claim arising out of or in connection with any provision of this Agreement shall be finally settled by binding arbitration in San Diego County, California, in accordance with the rules of the Judicial Arbitration and Mediation Services (JAMS) by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision. The prevailing party shall be entitled to recover reasonable attorney's fees and other costs and expenses incurred in the enforcement, or breach, of the terms of this Agreement.

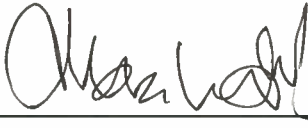
(h) Key Personnel. The LIA and Contractor acknowledge that Marco Li Mandri is the key personnel within the obligations of this contract. LIA and Contractor agree that Marco Li Mandri is the key personnel of Contractor responsible for carrying out the terms and performing the Services in this Agreement. Contractor shall not transfer Marco Li Mandri's responsibilities or alter Marco Li Mandri's role as the key personnel to any other individual or entity without the written consent of the LIA Board of Directors.

(i) Revenues. LIA may use any of the following revenue sources to fund this Agreement:

1. The Little Italy Business Improvement District;
2. The Little Italy Association Maintenance Assessment District;
4. The Little Italy Association Parking District;
5. Additional Little Italy Association Parking funds; and
6. Additional funds from the Little Italy Association Maintenance Non-Assessment revenue and Little Italy Association Programs Budget.

In the event that some of the revenues listed above are no longer available, or rise or fall in a given fiscal year, this Agreement may be re-negotiated by the LIA'S Organization Committee and sent to the LIA's Finance Committee for approval.

**THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

<p>LIA:</p> <p>The Little Italy Association of San Diego</p> <p>By: </p> <p>Steven J. Galasso, Board President</p> <p>Address: 2210 Columbia Street, San Diego, CA 92101 (619 233-3898</p>	<p>CONTRACTOR:</p> <p>NEW CITY AMERICA, INC</p> <p>By: </p> <p>Name: Marco Li Mandri Title: President Fed ID: 270473275</p> <p>Address: 2210 W. California Street San Diego, CA 92110 Tel: 619.233.5009 <a href="mailto:marco@newcityamerica.com">marco@newcityamerica.com</a></p>
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Approved by the LIA Board of Directors: Tuesday, September 1, 2020

## EXHIBIT A: SERVICES

The Contractor will assume the role of District Manager for the overall day-to-day management of the Little Italy Association, of any and all activities, employees, equipment, and physical plant relating to the obligations under the MAINTENANCE ASSESSMENT DISTRICT MANAGEMENT AGREEMENT, the BUSINESS IMPROVEMENT DISTRICT MANAGEMENT AGREEMENT, the PARKING MANAGEMENT AGREEMENT between the City of San Diego and the Little Italy Association, the SAN DIEGO UNIFIED SCHOOL DISTRICT AGREEMENT for Amici Park, and any other Management Agreements between the LIA and public or private entities.

**Non-Profit Status.** Contractor shall all times maintain the LIA's Federal and State non-profit corporation status.

**Rules & Regulations.** Contractor will assist in the interpretation of the governing documents of the Association and suggest appropriate steps for enforcement or revision of said documents as needed. The LIA Board of Directors shall be responsible for the content of the governing documents and their enforcement.

**Open and Public Meetings.** Contractor shall attend regularly scheduled meetings of the LIA Board of Directors during normal working hours, Monday through Friday, except holidays. Contractor shall record the minutes of regular meetings of the LIA Board of Directors and working committees of the LIA. Minutes will be made available in accordance with the California Civil Code. Contractor acknowledges and agrees that because Contractor will be expending public funds in the form of Assessments, SBEP grant funds, and Public Parking Meter Revenue, all portion of meeting of the Board of Directors at which this Agreement, Activities, Assessments, SBEP grant funds or Public Parking Meter Revenues are discussed shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950-54963.

**Public Records.** Contract acknowledges and agrees that because Contractor will be expending quasi-public funds in the forms of property and business Assessments, SBEP grant funds, and Public Parking Meter Revenue, all records produced by or on behalf of the LIA related to this Agreement, Activities, Assessments, or SBEP grant funds are subject to the California Public Records Act, California Government Code sections 6250-6276.48.

**District Website.** Contractor shall maintain an official District website and shall post on such official District website all of the following: (a) LIA's Board of Director roster (names and business affiliations); (b) all regular Board of Directors and committee meeting agendas; (c) all approved Board of Directors and committee meeting minutes; (d) LIA's by-laws; (e) all annual audits, reports and financial statements or disclosures prepared by Contractor or provided by Contractor to City; and (f) all contracts for which LIA will expend \$5,000 or more of Assessments, including notation of the total number of bidders for each such contract in the top right hand corner of the posted contract. All items required to be posted on the official District website shall be maintained on the website for a minimum of five (5) years.

**Work Limitations.** Contractor shall not undertake any construction work performed or funded pursuant to this Agreement cumulatively exceeding \$25,000; any alteration, demolition, repair or maintenance work performed or funded pursuant to this Agreement cumulatively exceeding \$15,000; or any work pursuant to this Agreement that would be subject to California Labor code sections 1720 through 1861.

**Reconciliation Reports.** Contractor shall submit monthly reports to the City for each month summarizing the Activities performed during the applicable month and detailing the LIA's revenue and expenditures during the applicable month. Likewise, Contractor shall submit an annual report to the City for each Fiscal Year during the Term summarizing the LIA's Activities performed during the applicable Fiscal year and detailing the LIA's revenue and expenditures during the applicable Fiscal Year. Each Annual Report shall be delivered to the City and distributed by mail to each Member within 150 days after the end of each Fiscal Year.

**Accounting Review.** Contractor shall have a performance review conducted in accordance with GAGAS within one-hundred-fifty days (150) after the end of the applicable Fiscal Year.

**Cooperation.** Contractor shall fully cooperate with City and any other auditors in any review or investigation of Association or Contractor's conduct or action(s) relating to this Agreement or money received pursuant to its Agreements with the City.

**Records Retention Period.** Contractor shall maintain all Records during the Term and the Retention Period. At any time during normal business hours and as often as requested, Contractor shall permit City or any of City's authorized representatives to inspect and photocopy all Records for the purposes of making audits, examinations, excerpts, or transcriptions, or monitoring and evaluating the Association's obligations under its Agreement(s) with the City. Contractor shall retain originals of all Records for at least five (5) years after expiration or termination of this Agreement. All records shall be kept at the LIA's regular place of business in the County. At any and all times during the Retention Period, Contractor shall permit City or any of City's authorized representatives to inspect and photocopy and all Records. All original records shall remain at LIA's regular place of business and under LIA's control following termination of this Agreement.

**Required Language for Subcontractors.** Contractor shall ensure that all Subcontracts entered into in connection with the Agreement contain language requiring Subcontractors to comply with all applicable Laws and all notices issued by City under the authority of all current or future Laws.

**A. General MAINTENANCE ASSESSMENT DISTRICT MANAGEMENT (MAD) Services**

1. Contractor shall provide administration of the Contracts for Goods and Contracts for Services and prepare financial statements for the District in accordance with the City of San Diego's "Maintenance Assessment Districts Ordinance" (Division 2, Article 5, Chapter



VI, section 65.0201), and provisions of the "Landscaping and Lighting Act of 1972 (Part 2 of Division 15) of the California Streets and Highways Code, and as set forth in the assessment engineer's report approved by the City Council in connection with the formation of the District (Engineer's Report).

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

**B. Specific MAD Requirements**

1. Contractor shall oversee the maintenance standards described in the Services (Exhibit A) within the boundaries of the MAD and for any Zone within the MAD, consistent with the City Council-approved current fiscal year District Budget afforded for such maintenance services.
2. Contractor shall supervise all work done under this Agreement in the MAD and shall submit an annual report to the City indicating that such work has been completed.
3. Contractor shall cause to be corrected, any deficiency reported by City staff within thirty calendar days.
4. Contractor shall be responsible for responding, in writing, to the City regarding MAD maintenance complaints received by the City.
5. Contractor shall provide at least one noticed meeting with the property owners within the MAD annually and attempt to meet on a regular basis with the relevant planning group or designated property owners' representatives within the MAD. The noticed meeting shall be used to finalize plans and specifications for improvements and maintenance as described in the Engineer's Report for the MAD.
6. Contractor shall submit to the city no later than the prescribed date each year a line item budget for the upcoming fiscal year. Contractor shall be required to budget a minimum of 1.5% as a contingency reserve. The proposed budget for services in the MAD will be brought forward to the City Council for consideration as the MAD Budget for the upcoming fiscal year.
7. Contractor shall maintain a separate set of books and records of costs associated with LIA's responsibilities under the MAD Management Agreement with the City of San Diego for review at the expense of the MAD.

C. **MAINTENANCE ASSESSMENT DISTRICT SERVICES**

1. **Litter Control.** (frequencies per week vary by zone). All litter will be removed from right-of-way sidewalks, curbs, gutters, and landscaped areas. All trash removed will be disposed of at a City-approved waste site.
2. **Public Health and Sanitation.** Any conditions which pose health and sanitation hazards will be immediately removed from District's public rights-of-way and reported to the City of San Diego.
3. **Illegal Dumps.** All illegal dumps of trash and personal property in the public right-of-way will be removed within forty-eight (48) hours.
4. **Graffiti Control (As needed).** All graffiti shall be promptly covered or removed from the public rights-of-way. Being mindful of the importance of quick removal as a means of discouraging repetition of graffiti, the Contractor will direct Association staff to use its best efforts to act within twenty-four (24) hours of discovery. All graffiti observed on private property shall be reported for removal to the City's Neighborhood Code Compliance Department/Graffiti Control Program (619-525-8522)
5. **Sidewalk Safety Hazards (Ongoing)**  
All sidewalk safety hazards which are observed in the course of providing enhanced maintenance services, as described in this Agreement (including damaged meter boxes and street vaults), shall be barricaded immediately and then, immediately following barricading, reported for repair to the city's General Services Department: Street Division. Wherever reasonably possible, for purposes of this Agreement, "safety hazard: includes, but is not limited to, the following conditions: cracked, raised, uneven, damaged, or unsafe sidewalks or burbs; fallen or dropping tree branches; cut or protruding tree stumps; conditions on public property affecting private property. If an unsafe sidewalk condition exists and is reported to the City's Street Division (at 619-527-7500 OR go to [WWW.SANDIEGO.GOV](http://WWW.SANDIEGO.GOV) and select Request a Street Repair – either means of reporting provides a "standard notification number" confirming that the report was made and received), the City shall take action to temporarily mitigate the potential hazard and notify abutting property owners of their responsibility to permanently repair/replace the sidewalk. The Association shall have no obligation to repair or otherwise protect against such conditions, and shall have no liability to the City or any third party for claims or loss related to such conditions, except to the extent the condition is directly caused by the negligence or willful misconduct of the Association, its employees or agents, or if the observed condition is not immediately barricaded and reported as required in this provision.

6. **Lighting Service (Ongoing)**. All streetlight lamps observed to be out or streetlight poles which have been damaged will be immediately reported for repair to the City's Transportation Department/ Electrical Section, General Information and Service Requests, Street Light and Traffic Signal Maintenance (619-527-8056).
7. **Tree Maintenance (Ongoing)**. All trees located in the public right-of-way in the District shall be maintained in a manner which promotes healthy tree growth, including, but not limited to, watering, trimming and fertilization. Trees that present an immediate safety hazard or have potential for private property damage shall be immediately reported to the City of San Diego.
8. **Sidewalk Sweeping and Power Washing**. Ongoing inspection and repairs of gutter and sidewalk cleaning and sweeping.

**D. BUSINESS IMPROVEMENT DISTRICT (BID)**

Contractor shall perform all Activities necessary for the proper management of the District in a professional and prudent manner and in accordance with all Laws and the Budget.

**Specific BID Requirements**

1. **Objectives**. Establish objectives for evaluating and strengthening the existing businesses within the BID and explore methods of attracting new businesses into the BID.
2. **Promotional Strategy**. Develop a general promotional strategy tailored to the businesses within the BID.
3. **Liaison**. Establish a liaison with agencies conducting business revitalization activities and explore means of supporting public improvement projects within the BID.
4. **Banners and Banner Districts**. Manage any banner district or banners within the BID in accordance with the City's Development Services Department policies.
5. **Newsletter**. Distribute a newsletter (in electronic and/or print media format) to LIA businesses at least once every three months that includes, among other things, a directory of the LIA Board of Directors.
6. **Procurement of Goods and Services**. All procurement of goods or services by Contractor in administration of the BID that obligates or will result in the expenditure of any Assessments or SBEP funds, shall comply with Divisions 30-36 or Article 2, Chapter 2, of the San Diego Municipal Code, and all other laws and policies applicable to City's procurement of such goods and services, except that the threshold amounts shall be as listed below and all quotes or pricing must be obtained in writing.

**7. Contract Requirements.** Contractor shall obtain the following price bids before awarding a contract that will be funded in whole or in part from Assessments: (a) when a contract provides for an expenditure equal to or less than \$10,000 in total, Contractor may award the contract based on at least, two (2) competitive written price bids; (b) when a contract provides for an expenditure greater than \$10,000, but equal to or less than \$50,000 in total, Contractor may award the contract based on written price quotations from at least, five (5) potential sources and, at least, three (3) competitive written price bids; or (c) when a contract provides for an expenditure greater than \$50,000, but equal to or less than \$1,000,000 in total, Contractor may award the contract only after advertising it for a minimum of one (1) day in the City Official Newspaper at least ten (10) days before bids or proposals are due.

**E. PARKING MANAGEMENT SERVICES**

Contractor shall oversee the provision of parking administration services in the Little Italy Neighborhood in accordance with the terms and conditions of the Agreement between the City of San Diego and LIA.

**Specific PARKING MANAGEMENT Requirements**

1. Contractor shall oversee existing valet operations and contract with and enter into agreements with building and surface lot owners and parking management companies for weekends, and after-hours parking for lots currently not available to the public.
2. Contractor shall market all parking programs and services required by the Parking Management Agreement, including but not limited to:
  - In-House Valet.
  - The opening of additional lots currently not open to the public.
  - Additional parking programs being implemented in the Little Italy Neighborhood
3. Contractor will work with City staff, the Metropolitan Transit System (MTS), the Downtown Parking Management Group, and other appropriate entities to maximize on-street parking opportunities and mobility options. Strategies to include:
  - Curb repainting/curb color conversions
  - Conversion of parallel parking to diagonal or perpendicular
  - Removable bollard system pop-outs and other pedestrian projects

4. Contractor shall conduct on-site inspections of all parking related work done in the Little Italy Neighborhood pursuant to the Parking Management Agreement and shall submit a report to the City of San Diego indicating that such on-site inspections have been completed and summarizing the results of the inspections.
5. Contractor shall submit to the City of San Diego no later than thirty (30) days from the execution of the Agreement with the City, a Little Italy Parking Program line-item budget for the Fiscal Year that has been approved by the LIA Board. For future years, the budget for services in the Little Italy Neighborhood shall serve as a replacement to Exhibit "A" to this Agreement.
6. Contractor shall submit to the City of San Diego monthly a detailed reporting of all activities performed by the LIA, including a narrative explanation of all programs and marketing performed by the LIA or any of their consultants. The City reserves the right to request additional reporting when necessary.
7. Contractor shall ensure that the LIA maintain a separate set of books, records, and bank account for costs associated with the LIA's responsibilities under the Parking Management Agreement for annual audit, at the LIA's expense, related to the Little Italy Neighborhood Parking Program. Contractor shall maintain such books and records for a period of three (3) years following completion of this Agreement.
8. Contractor shall submit to the City of San Diego a monthly Summary of Revenue and Expenditures by category and line item consistent with the approved Little Italy Neighborhood Parking Program Budget and Council Policy 100-18. All invoices shall include the names and rates of pay for contracted personnel who have performed series on behalf of the Little Italy Neighborhood Parking Program, the hours worked, and detailed explanation of what service was provided. Administrative overhead reimbursement to the LIA shall be limited to FIFTEEN PERCENT (15%) of total billable expenditures per month.
9. At any time during normal business hours and as often as the City of San Diego deems necessary, the LIA and Contractor shall make available to the City for examination at reasonable locations within the City all data and records relating to all matters covered by this Agreement. The LIA and Contractor will permit the City of San Diego to review all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement.
10. Contractor shall provide a professional review financial statement of the LIA within ninety (90) days after the end of its fiscal year. The financial statements must be prepared in accordance with Generally Accepted Accounting Principles and audited by an independent Certified Public Accountant (CPA) in accordance with Generally Accepted Auditing Standards (GAAS). The statements must include a Statement of Expenditures of the LIA's funds identified in the same expenditure classifications as

contained in the City of San Diego’s attached budget and show a comparison to the budget amounts, and a Statement of Compliance with the terms of this Agreement signed by the LIA.

**F. Additional Events and Activities Organized or Coordinated by Contractor that are Included in Contractor’s Scope of Services**

Event or Activity	Time Per Year
Public Art Displays	Throughout the Year
Banner Program and Decorations	Throughout the Year
Marine Band	August
State of the Neighborhood	September
October Event	In Planning
Trick or Treat on India Street	October
Seasonal Decorations	Fall/Winter
Christmas Tree Lighting and Village	December
Little Italy Mercato	Throughout the Year

Contractor shall comply with all applicable laws, rules, regulations, ordinances, resolutions, and policies of the federal, state, and local governments as they pertain to this Agreement. Contractor shall comply immediately with any and all directives issued by the City of San Diego or its authorized representatives under authority of any laws, rules, regulations, ordinances, or regulations.

In addition to the foregoing, Contractor shall comply with all private contracts, memoranda of understanding, and resolutions duly approved by the LIA Board of Directors.

**NEW CITY AMERICA PERSONNEL/STAFF INCLUDED IN THE PROPOSAL TO PROVIDE STAFF ADMINISTRATIVE SERVICES FOR THE LITTLE ITALY ASSOCIATION FY 2020 - 21**

<p align="center"><b>New City America Staff Member</b></p> <p align="center"><b>Function for the LIA contract</b></p> <p>Staff members that are allocated for working on the multiple Little Italy Association contracts include the following, with estimated hours per week:</p>	<p align="center"><b>Estimated time spent for week on Little Italy programs and activities</b></p>
<p align="center"><b>Marco Li Mandri, Co-Owner of NCA</b></p> <p>Oversees all operations, particularly maintenance staff; is the designated liaison to government offices; directs board and organizational development; chairs committees; handles public relations &amp; media; facilitates conflict resolution; develops policies &amp; procedures; meets with stakeholders; leads fundraising efforts.</p>	<p align="center">24 - 30</p>
<p align="center"><b>Laura Li Mandri, Co-Owner of NCA</b></p> <p>Oversees day-to-day landscape operations; directs staff; provides input on budget preparation &amp; monitoring; provides HR support, develops and amends policies &amp; procedures; oversees insurance &amp; financial management, contributes to special project development and management; researches and submits grants.</p>	<p align="center">32</p>
<p align="center"><b>Shirley Zawadzki, Chief Administrative Officer</b></p> <p>Maintains property database, handles all communications with City on MAD/CBD, helps prepare financial reports to the City &amp; County, oversees all staff performance.</p>	<p align="center">14</p>
<p align="center"><b>Rosie De Luca, LIA Business Manager</b></p> <p>Prepares all financial &amp; reimbursement reports for the City of San Diego, monitors budgets, processes all AR &amp; AP for multiple revenue centers; maintains records of insurances and licenses; provides support for board and committee meetings; works with auditor to prepare annual returns; oversees workers comp reporting.</p>	<p align="center">24</p>
<p align="center"><b>Chris Gomez, LIA District Manager</b></p> <p>Provides BID oversight &amp; Parking District oversight including budget development and monitoring, designs all logos, banners, and marketing material, helps permit and coordinate special events, chairs or co-chairs DISI, Org &amp; Finance Committees, chairs or co-chairs Hotel</p>	<p align="center">40</p>

Council & Restaurant Council, serves as LIA contact to local businesses; supervises office and field operations; provides HR support; is liaison to City & County offices, monitors website content and PR messaging.	
<b>Monica Montes, Executive Assistant</b> Performs parking-related services, oversees purchasing of supplies for valet and field operations; coordinates meetings and special events; assists with community outreach and mailings; prepares board packets; researches property database and records of land use.	24
<b>John Li Mandri, Public Space Design &amp; Development</b> Designs public spaces and amenities, creates conceptual maps, consults with landscape operations; monitors use/abuse of public areas.	10
<b>Joey Li Mandri, Outreach and Community Liaison</b> Produces regular newsletter; assists with special events coordination; facilitates public art & fall display projects, co-manages Hotel & Restaurant Councils; collects outreach & marketing data; participates in developing new marketing strategies; is liaison to local businesses & residents; monitors new business activity; provides administrative support.	18
<b>Total hours per week</b> <b>(Average of \$ 42.96 per hour per employee)</b>	<b>188 average per week</b> <b>9,776 hours per year</b>



**EXHIBIT B: BASE COMPENSATION**

1. The Contractor shall be entitled to an increase in the base payment commencing on July 1<sup>st</sup>, 2020 Fiscal Year 2020-21. The base salary, commencing with this year, shall be as follows:

<i>Fiscal Year</i>	<i>Base Contract Amount</i>	<i>Difference in Base Contract</i>
<b>2019-2020</b>	<b>\$400,000</b>	--
<b>2020-2021</b>	<b>\$ 420,000</b>	<b>\$20,000</b>

2. Unless amended by a written agreement signed by both parties, or unless this agreement is terminated by either party, Contractor's base compensation shall remain at the rate of \$420,000 for each consecutive term of the agreement following fiscal year 2020-2021. Such base compensation shall be payable at the rate of \$35,000 per month, payable in two installments of \$17,500 between the 1st and the 5th, and between the 15th and the 20th, days of each month.
3. During the fourth year of this agreement, Fiscal year 2024-2025, the agreement may be subject to re-negotiation based upon additional revenues from the base year, not including the provisions listed in Exhibit C of this agreement.
4. In connection with Contractor's base compensation, Contractor agrees to participate in an annual performance review with the LIA Board of Directors, and semi-annual performance reviews with the LIA Organization Committee. All such performance reviews will be scheduled at a mutually agreeable date and time by the LIA Board of Directors and Organization Committee, respectfully.

## **EXHIBIT C: SUPPLEMENTAL COMPENSATION**

1. In addition to the base compensation identified in Exhibit B above, except as excluded from gross revenues under Paragraph 2 below, if the total audited gross revenue of LIA exceeds the total actual expenditures of LIA during the immediately preceding fiscal year of the Agreement, the Contractor shall be entitled to additional supplemental compensation in an amount equal to ten percent (10%) of the “Total Audited Net Income” (calculated as total audited gross revenue less total expenses) realized by LIA during the immediately preceding term of the Agreement; and

2. In addition to the base compensation identified in Exhibit B above, and irrespective of whether or not the total audited gross revenue of LIA exceeds the total expenditures of LIA during the immediately preceding term of the Agreement. Contractor may also be entitled to a share of “New Gross Revenues” brought to LIA by Contractor during the term of this Agreement. “New Gross Revenues” includes any funds or grants received by LIA that were not contemplated in LIA’s annual budget for the current fiscal year and that result from efforts by Contractor that exceed Contractor’s general Services as set forth in Exhibit A to this Agreement.

All proposed additional efforts to pursue New Gross Revenues by Contractor must be reviewed and approved on a case by case basis to determine Contractor’s share of such revenues, if any. Prior to undertaking any efforts to pursue New Gross Revenues—and as a condition precedent to Contractor’s right to additional supplemental compensation relating thereto—Contractor must obtain informed consent of LIA through a recommendation of the LIA Finance Committee and approval by the LIA Board of Directors confirming that:

- a)** Contractor’s proposed additional efforts go beyond the scope of Contractor’s general scope of work as set forth in Exhibit A to this Agreement; and
- b)** The amount (to be approved by the Finance Committees’ vote as a percentage of any “New Net Income” generated from the New Gross Revenues) Contractor will be entitled to receive as additional supplemental compensation for the pre-approved additional efforts.

All such proposals for additional efforts beyond Contractor’s general scope of Services as set forth in Exhibit A to this Agreement must be submitted to and approved by the LIA Finance Committee, prior to undertaking efforts to pursue New Gross Revenues. Contractor shall provide a report on all received and anticipated revenues and grants quarterly to the LIA Finance Committees, irrespective of whether such received and anticipated revenues fall within or beyond Contractor’s general scope of Services as set forth in Exhibit A to this Agreement. Any “New Net Income” approved for supplemental compensation under Paragraph 2(b) shall be excluded from the Total Audited Net Income of LIA for purposes of calculating NCA’s supplemental compensation under Paragraph 1 above, if any.

3. In addition to the base compensation identified in Exhibit B, and irrespective of whether or not the total audited gross revenue of LIA exceeds the total expenditures of LIA during the current fiscal year of the Agreement, Contractor may be entitled to additional and supplemental compensation upon recommendation from the Finance Committee and approval by the LIA Board of Directors if, in LIA's sole discretion, LIA determines that the amount of supplemental compensation calculated under Paragraphs 1 and 2 above, if any, is not commensurate with the quality and level of Services Contractor provided during the current fiscal year of the Agreement.

In exercising its discretion to provide additional supplemental compensation under this Paragraph 3, LIA shall consider the Services rendered by Contractor during the term, accomplishments achieved whether monetary or otherwise, the total audited revenue of LIA for the current fiscal year of the Agreement, and any other factors that LIA, the LIA Board of Directors or the LIA Finance Committee deem relevant.