

RECEIVED
CITY OF SAN DIEGO



06 JUL -3 AM 8:27 University of San Diego

5931PM/007/ ADO

REAL ESTATE ASSETS DEPT
Administrative Hearing Program

School of Law

June 29, 2006

VIA EXPRESS MAIL

Charmaine Gillis
Property Agent
City of San Diego, Real Estate Assets Div.
1200 Third Ave., Ste. 1700
San Diego, CA

Re: Executed Agreement

Dear Ms. Gillis:

It was a pleasure speaking with you this afternoon. As we discussed today, I have enclosed the current Master Agreement (hereinafter cited as MA) executed between the City of San Diego and USD Law's Administrative Hearing Program. I have taken the liberty of highlighting the sections pertinent to the location (303 "A" Street, Ste. 401). Also enclosed is the automatic renewal of this Master Agreement. (See MA §6.2 at page 4). I was informed as of this afternoon that the automatic renewal was in fact approved.

In that regard, you will note the Master Agreement requires that "[h]earings must be held at the City-provided location according to the agreed upon schedule." (See MA §2.0(5) at page 2)(emphasis added). Likewise, the agreement goes on to further describe why this particular location was selected for the program at Section 6 of the Statement of Experience and Financial Condition¹ at page 9.

If you have any further questions please do not hesitate to call. I may be reached at (619) 232-6458.

Sincerely,

A handwritten signature in black ink, appearing to read 'Augustin F. Lopez II'.

Augustin F. Lopez II, Esq.
Director
Administrative Hearing Program

Enclosures

¹The Statement of Experience and Financial Condition is specifically incorporated into and made part of the Master Agreement. (See MA at page 1).
303 A Street, Suite 401, San Diego, California 92101 619.232.6458 Fax 619.235.8549

MASTER AGREEMENT

CITY MANAGER ACTION

DOCUMENT NO. 2005-11

APR 19 2005

FILED

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA
3/16/05

CITY MANAGER

FROM: (ORIGINATING DEPT.)

TRANSPORTATION DEPARTMENT / PARKING MGMT

SUBJECT:

Administrative Adjudication Services

ACTION REQUESTED:

Approve the Agreement with University of San Diego for Administrative Adjudication Services.

SUPPORTING INFORMATION:

California Vehicle Code Section 40215 requires the City provide Administrative Hearings to citizens who appeal parking citations. This service is currently provided by the University of San Diego's (USD) Center for Municipal Dispute Resolution (CMDR). A Request for Proposal (RFP) seeking a service provider was issued on January 2, 2005 and was advertised in the San Diego Daily Transcript, Voice & Viewpoint and La Prensa. CMDR was the only proposer who responded to the RFP. Their proposal was found to be fully responsive.

CMDR has been the City's provider for administrative hearings since July 1, 1993. CMDR's performance during the last agreement was considered excellent based on both the low number of complaints and low number of cases overturned by the Municipal Court.

The contract term extends from April 1, 2005 until March 31, 2006, and may be renewed annually thereafter for four additional years. CMDR has been providing hearings under an extension of the previous agreement.

ENVIRONMENTAL IMPACT: This activity is exempt from CEQA pursuant to § 15060(c)(3) of the State CEQA Guidelines.

ATTACHMENT: USD Contract Agreement

FISCAL IMPACT: \$190,944 (FY05 funding for the remainder of this contract year has already been encumbered via Purchase Order No. 5071570.) DE for FY06 will be issued by dept.

ACCOUNTING INFORMATION:	BUDGETED	UNBUDGETED	PLEASE ROUTE TO APPROPRIATE AUTHORITY - REF: A.R. 25.60 OR 25.70		
FUND	100		ROUTING AND APPROVAL		
DEPARTMENT	537		APPROVING AGENCY	APPROVAL SIGNATURE	DATE
ORGANIZATION	2802		DEPARTMENT DIRECTOR (Larry Gardner)	<i>[Signature]</i>	3/18/05
OBJECT ACCT.	4222		EAS	<i>[Signature]</i>	3/18/05
JOB ORDER NO.	2802		EOCP	<i>[Signature]</i>	3/21/05
C.I.P. NO.			FINANCIAL MANAGEMENT	<i>[Signature]</i>	3/21/05
FACILITY			DEPUTY CITY MANAGER (Richard Mendes)	<i>[Signature]</i>	3/21/05
AMOUNT					
ESTIMATED COST:	\$190,944				
AUDITORS CERTIFICATE NUMBER	N/A		AUDITORS	<i>[Signature]</i>	4/4/05
FOR INFORMATION, CONTACT:			CITY ATTORNEY	<i>[Signature]</i>	4/13/05
NAME	Mario X. Sierra / Raquel Torres		CITY CLERK	<i>[Signature]</i>	4/19/05
MAIL STATION	801	TELEPHONE NO.			
		685-1402 / 685-1403			

COPY

AGREEMENT

AGREEMENT between THE CITY OF SAN DIEGO AND the UNIVERSITY OF SAN DIEGO
For ADMINISTRATIVE HEARING SERVICES

THIS AGREEMENT is made and entered into this 16th day of March, 2005, by and between the City OF SAN DIEGO , (hereinafter referred to as "City"), and the UNIVERSITY OF SAN DIEGO (hereinafter referred to as "Contractor").

RECITALS

WHEREAS California Vehicle Code-Section 40215 requires the City to perform administrative review functions for persons contesting a notice of parking violation or notice of delinquent parking violation; and

WHEREAS, City personnel do not have the necessary special training, skills and experience to perform such functions; and

WHEREAS, Contractor with special training and skills, legal education and experience, is better equipped to conduct neutral administrative hearings;

WHEREAS, the City has chosen the best qualified contractor named above to perform the needed work;

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained in this Agreement, each party agrees to perform its respective obligations as set forth as follows:

This Agreement includes the Notice of Request for Proposals, the Request for Proposals, the Statement of Experience and Financial Condition, the Proposal Cover Sheet, the Proposal, the Agreement for Administrative Hearing Services, all Attachments and all addenda setting forth any modifications or interpretations of these documents. All of the provisions of these documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein.

Section 1.0 EMPLOYMENT OF CONTRACTOR

City agrees to engage Contractor and Contractor hereby agrees to perform the services as set forth, in accordance with all terms and conditions contained in this Agreement. Contractor represents that all professional services will be performed directly by Contractor, or under direct supervision of Contractor.

Section 2.0 SCOPE OF SERVICES

The City of San Diego, requires a contractor to administer an adjudication program that provides parking citation appeal hearings in accordance with the California Vehicle Code, Division 17, Article 3, Section 40215. The contractor will have management responsibility for the program. They

DOCUMENT NO. **C-13241**

FILED APR 19 2005

CLERK OF THE CITY OF

will be responsible for providing qualified hearing officers; assuring that hearings are conducted according to the guidelines established by the City; coordinate the hearing schedule with the City; take full responsibility for case files when in their possession; and maintain all program records in accordance with City requirements.

The Contractor will provide a neutral forum for fair and independent resolution of contested matters involving parking citations. Contractor will work closely and collaboratively with City of San Diego personnel in implementing program changes to ensure the program maintains high quality standards.

To provide an acceptable adjudication examiner program the contractor must provide:

1. Contractor must perform administrative hearing services for the City. Such services are a statutorily required duty and must be provided to citizens contesting a notice of parking violation or notice of delinquent parking violation issued by the processing agencies.
2. Contractor must provide qualified trained hearing examiners in accordance with City guidelines and State law. The hearings must be performed per the hearing procedures and guidelines provided by the City. The Contractor must provide an adequate number of hearing officers to perform the workload associated with the hearing schedule provided by the City.
3. Contractor must coordinate a hearing schedule with the City directly. The hearing schedule will be designed to ensure that all hearings are addressed and in compliance with the 90 day statute established by State law. Evening hours may be required.
4. Contractor must provide an adequate number of hearing examiners to perform all scheduled in-person hearings and all hearings by correspondence. Bilingual (English-Spanish) examiners must be available on a regular basis, as required by the City. Other language interpreters must be provided by the contractor if so requested by a citizen. (This has occurred rarely.)
5. Hearings must be held at the City-provided location according to the agreed upon schedule.
6. Contractor must provide an acceptable arrangement for obtaining and returning case files from the Parking Management Division.
7. The Hearing Examiners must completely record and document the pertinent facts of each hearing, including the decision and the rationale for making that decision.
8. Contractor must tape record each hearing. The taped hearing must be archived by the Contractor and available to the City for a period of 90 days following the hearing. The Contractor must provide all equipment and tape media to make these recordings. At the end of the 90 day period, the Contractor may erase or record over the recording, unless otherwise directed by the City.

9. Contractor is required to become trained and adept at utilizing the City of San Diego Automated Parking Ticket Computer System. This includes retrieval of citation data and updating automated citation records with the hearing decision(s) and other notes, as appropriate. The City of San Diego will provide training on the use of the Parking Ticket System, and will provide technical assistance as needed.
10. Contractor is responsible for conducting administrative hearings; providing case investigation, research and follow up; responding to inquiries from the public, City personnel, and other government agencies about the hearing process and hearing outcomes; working with Court Commissioners to ensure high quality decisions; maintaining statistics requested by the City on hearing outcomes; conducting regular hearing officer trainings; and conducting training as requested by the Parking Management Division for City personnel on program development and changes.

Section 3.0 CONTRACT OFFICER AND COORDINATOR

The individual named in Section 15 below is hereby designated as the CONTRACT OFFICER and will monitor the progress and execution of this Agreement. Contractor shall assign a single Coordinator to provide supervision and have overall responsibility for the progress and execution of this Agreement for Contractor.

Section 4.0 TOTAL COST

The total cost for all work described in the Scope of Work (Section 2.0) shall be paid on a monthly basis upon receipt of invoices. Contractor has provided a budget for the period April 1, 2005 to March 31, 2006 in the sum of \$190,944 for hearing services. The City shall not reimburse Contractor for any unauthorized expenses. For each additional extension under Section 6.2, Contractor will provide a proposed cost estimate for the extension year not less than ninety (90) days before expiration of the agreement term.

Section 5.0 OWNERSHIP/CONFIDENTIALITY OF DOCUMENTS

- 5.1 All documents and materials prepared pursuant to this Agreement shall be turned over to City upon demand, but in any event upon completion of the program. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All materials shall be delivered in a reproducible form. "Materials" include any form of electronic medium.
- 5.2 Any reports, information, data or materials given to or prepared or assembled by Contractor under this Agreement which any PUBLIC ENTITY requests to be kept as confidential shall not be made available to any individual or organization by Contractor without prior written approval of City.

Section 6.0 TERM OF AGREEMENT

This Agreement shall take effect on April 1, 2005 and shall be in effect until March 31, 2006, unless terminated or extended as provided below.

- 6.1 A party may terminate its participation in this Agreement by tendering written notice to the other party one hundred and twenty (120) days before the effective date of termination. In such event, or upon request of City, Contractor shall assemble all of City's documents in the Contractor's possession and put them in order for proper filing and closing, and deliver these documents to the City. In the event of termination, Contractor shall be paid for work performed to the termination date.
- 6.2 If performance of the Agreement is satisfactory, the Agreement may be extended automatically for an additional twelve (12) month period. Upon written agreement by all parties, the term may be extended for up to four (4) additional one (1) year periods for a total contract term not to exceed five (5) years. Contractor must mail a written request and proposed budget to the City Manager for extension not less than ninety (90) days before expiration of the agreement term.

Section 7.0 ASSIGNABILITY AND SUBCONTRACTING

This Agreement shall not be assigned by either party without the prior written approval of the other. In the event Contractor subcontracts any of the work to be performed under this agreement, Contractor shall be fully responsible to the City for any acts and omissions of Contractor's subcontractors. Contractor's responsibility under this paragraph shall be identical to Contractor's liability for acts and omissions of Contractor and employees of the Contractor. Nothing contained in this Agreement shall create any contractual relationship between City and any subcontractor, but Contractor shall bind every subcontractor by the terms of this agreement applicable to Contractor's work, unless such change, omission, or addition is approved in advance in writing by the City.

Section 8.0 INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent Contractor of the City and not an employee. The City shall not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereafter. If the Contractor employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the City, but rather they shall be employees or Contractors of the Contractor and the Contractor bears full responsibility for compensating those persons.

Section 9.0 CHANGES

City may order changes in the services within the general scope of this Agreement consisting of additions, deletions, or other revisions, and the contract sum and the contract time shall be adjusted accordingly. All such changes shall be authorized in writing, executed by Contractor and City.

Section 10.0 INSURANCE REQUIREMENTS

All required insurance shall be submitted to the Issuing Office within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified shall be cause for the bid to be rejected as non-responsive. Insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is canceled. At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the Contractor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A" or better by the A.M. Best Key Rating Guide.

The following coverage is required:

- **Commercial General Liability** for a minimum of one million dollars each occurrence (\$1,000,000.00 EO). **The City of San Diego must be named as an additional insured on the certificate.**
- **Workers' Compensation** coverage in accordance with the laws of the State of California. **Policy must contain a Waiver of Subrogation of Rights against the City of San Diego.**

Section 11.0 EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27). Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

Section 12.0 INDEMNIFICATION AND LIABILITY

Contractor agrees to defend, indemnify, protect, and hold the City, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractors employees, agents, or officers which arise out of or are in any manner directly or indirectly connected with the work to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any

claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its agents, officers, or employees.

The Contractor shall also indemnify and hold harmless the City, its officers, employees, and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the Agreement. Such costs, expenses, and damages shall include all costs including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Section 13.0 AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than four (4) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

Section 14.0 MEDIATION AND LITIGATION

Before commencing litigation over the performance of the Agreement, Contractor and City both agree to participate in a mediation session before a neutral 3rd party selected by both parties. In the event mediation is unsuccessful and one of the parties files a lawsuit, the prevailing party shall be entitled to attorney's fees and costs incurred during the course of litigation.

Section 15.0 NOTICES

All communications from one party to another party shall be deemed made when received by such party at its respective name and address, as follows:

CITY OF SAN DIEGO

Larry Gardner, General Service Director
General Services Department, Parking Management Program
1970 'B' Street, Mail Station 27A
San Diego, CA 92102

CONTRACTOR

University of San Diego
Anne M. Donellan
Interim Vice President & Provost
Administrative Hearing Program
303 A Street, Suite 401
San Diego, CA 92101

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 16.0 CITY WORK RULES

Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations. Contractor shall acquaint itself with conditions at the work site as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedules without the prior approval of the City's Contract Administrator.

Section 17.0 HARMONY

Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on City premises.

Section 18.0 PARKING

If at any time Contractor shall be on the premises of the City, then Contractor is responsible for all parking fees, tickets, and permits. The Contractor shall also obey all parking regulations.

Section 19.0 COMPLIANCE WITH THE LAW

Contractor agrees that its performance under this contract shall comply with all applicable laws of the United States of America, the State of California and the County and City of San Diego, and also with all applicable policies, ordinances, and regulations of the City.

Section 20.0 CONSEQUENCES OF VIOLATIONS WITH THE LAW

Any acts or omissions of Contractor in violation of Federal, State, or Municipal law, City Charter, City Policies or regulations (regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar violations creating an unfair influence on the public bidding and award process pertaining to this Contract) shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, and is subject to debarment.

Section 21.0 DISPUTES

Whenever Contractor has knowledge that any actual or potential labor dispute may delay its performance of this agreement, Contractor shall immediately notify and submit all relevant information to the City. Contractor shall insert the substance of this entire clause in any subcontract hereunder for which a labor dispute may delay performance of this agreement. Any dispute, claim, or cause of action filed by the Contractor (or any party making such a claim on behalf of or under the rights of Contractor, its agents or any Subcontractor) shall be governed by the laws of the State of California, as amended, and any period of limitations set forth therein.

Section 22.0 PUBLIC AGENCY

It is intended that any other public agency as defined by Cal. Gov. Code § 6500 not listed in Section I, paragraph E shall have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the agreement with the City of San Diego, and shall be subject to the Contractor's acceptance. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the Contractor. The City of San Diego will not be liable, or responsible, for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

If other agencies participate, the Contractor shall furnish the City of San Diego an annual report showing the name of the agencies, contact person and phone number for each agency, and details of items supplied, including quantities. This report shall be furnished to the City on the anniversary date of the commencement of the contract.

Section 23.0 GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

Section 24.0 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who

provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each Contractor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

Section 25.0 ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract or any right or interest hereunder, without prior written consent of the City.

Section 26.0 DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction Contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that Subcontractor agreements for this bid/proposal contain language which indicates the Subcontractor's agreement to comply with this policy.

Section 27.0 AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-bid meetings and bid closings with a five (5) business day notice to Purchasing at (619) 236-6000 or email at Purchasing@sandiego.gov.

Section 28.0 NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Contractors or Suppliers. Contractor shall provide equal opportunity for

Subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the Contractor and any Subcontractors, Contractors, and Suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, Subcontractors, Contractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all Subcontractors, Contractors, and Suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance. For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

[INTENTIONALLY LEFT BLANK]

Section 29.0 ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties with respect to the subject matters herein. There are no other understanding, terms or other agreements expressed or implied, oral or written, except as set forth herein.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its City Manager, pursuant to Municipal Code section 22.0504 authorizing such execution, and by the University of Diego.

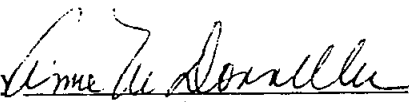
Dated this 25th day of March, 2005

THE CITY OF SAN DIEGO

By 
Richard Mendes
Deputy City Manager

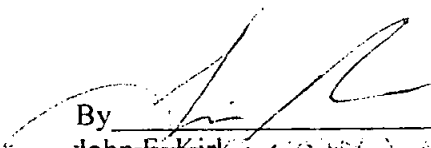
Dated this 17th day of March, 2005

UNIVERSITY OF SAN DIEGO

By 
Anne M. Donnellan
Acting Vice President & Provost

I HEREBY APPROVE the form and legality of the foregoing Agreement this 13th
day of April, 2005

MICHAEL J. AGUIRRE, City Attorney

By 
John F. Kirk
Deputy City Attorney



University of San Diego

Office of the Vice President and Provost

January 27, 2005

Parking Management Program
Raquel Torres, Management Analyst
City of San Diego
1255 Fifth Avenue
San Diego, CA 92101-4214

Re: Letter of Transmittal for *Administrative Adjudication of Parking Citations*

Dear Ms. Torres:

On behalf of the University of San Diego, I am pleased to write in support of the Administrative Hearing Program's proposal for the "Administrative Adjudication of Parking Citations." The enclosed proposal is in response to the City of San Diego's Request for Proposal dated January 3, 2005.

The Administrative Hearing Program ("Program") has a highly successful record in providing administrative hearing services to the City since 1993. The Program has worked collaboratively with the City in developing the hearing process, and in implementing changes as the City's needs have grown. As the City changes its requirements for data analysis and information management, the Program has changed and will continue to change to meet those needs. The Program looks forward to building further on the strong relationship of collaboration, while protecting the hearing process to ensure fairness and neutrality.

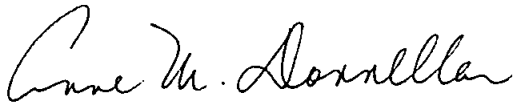
As a program within USD's School of Law, the Program draws upon a wealth of experience, expertise and legal research resources to enhance the services it is able to provide.

As is required in the RFP, this letter is part of the proposal. USD acknowledges having received a copy of the draft agreement attached to the RFP. USD's authorized negotiator is William O'Neill, Director of the Office of Sponsored Programs. If you have any questions about the content of the proposal, you may contact either Alan Alvord, Director of the Administrative Hearing Program, or William O'Neill, Director of the Office of Sponsored Programs.

Raquel Torres, Management Analyst
January 27, 2005
Page 2

On behalf of the USD community, we appreciate your careful consideration of this proposal. USD would be very pleased to continue as the City's hearing provider and looks forward to a continued beneficial working relationship.

Sincerely,

A handwritten signature in cursive script, reading "Anne M. Donnellan". The signature is fluid and elegant, with the first letters of the first and last names being capitalized and prominent.

Anne M. Donnellan
Interim Vice President & Provost

**University of San Diego (USD) School of Law
Administrative Hearing Program**

INTRODUCTION

The University of San Diego (USD) School of Law has unparalleled experience in the administrative adjudication of parking citations. USD began collaborating with the City in 1993 and together they ensured that San Diego was the only major city in the country to successfully implement AB408 when it became effective in July of that year. Now, eleven years and more than 43,000 appeals later, USD's Administrative Hearing Program (Program) can be recognized as a model of efficiency, fairness and flexibility. The Program has been used as the basis for statewide standards and has been adopted by issuing agencies throughout California.

Mission Statement

We will provide a neutral forum for the fair and independent resolution of contested matters involving parking citations in a professional, efficient way, ensuring due process and respecting the dignity of all involved.

Experienced staff, superior training, extensive research and attention to issues of neutrality and fairness produce many benefits to the City and the public. These benefits include:

- Reduced likelihood of appeal;
- Reduced likelihood of decisions being overturned on appeal;
- Enhanced public perception of the program;
- High degree of familiarity with the program and related issues;
- Ongoing flexibility and responsiveness to change; and
- Development of Hearing Officer's manual and Automatic Parking Ticket Computer System manual.¹

The cost effectiveness of the Program is significantly enhanced through minimal indirect costs and significant in-kind contributions. The twelve-percent indirect cost proposed represents a sizable reduction² and is indicative of USD's commitment to the community and desire to continue providing the administrative adjudication of parking citations. In-kind contributions include furniture, equipment, legal resources and time spent by Hearing Officers and staff to conduct the type of post-hearing follow-up that results in accurate decisions.

The quality of management provided by the USD School of Law Administrative Hearing Program is second to none. Collectively, the current Hearing Officers have more than sixty years experience conducting administrative hearings and coordinating and implementing all aspects of administrative hearing programs. The Director, Alan Alvord, has been with the Program since its inception. The Program Assistant Director, Marc Camin joined the Program in 1994 and has personally heard more than 4,000 appeals.

¹ These manuals are the property of the University of San Diego and contain proprietary information.

² The indirect rate for USD grant funded programs is typically 52%.

Finally, the USD School of Law Administrative Hearing Program can be fully implemented with no start-up time, no change in scheduled hearings and with the assurance that a high quality, well-managed service will be provided to the City of San Diego and its residents.

STATEMENT OF NEED

In 1993, the California Legislature passed Assembly Bill 408. AB408 amended the California Vehicle Code, decriminalizing parking violations. AB408 required each issuing agency to provide for the adjudication of parking citations by administrative hearings.

The Parking Management Division of the City of San Diego annually processes approximately 450,000 to 500,000 parking citations issued by the Division's Parking Enforcement Officers, personnel from other City departments, and several outside agencies on a contract basis. The Program currently conducts approximately 350 administrative hearings per month. The City of San Diego anticipates an ongoing need for approximately 250 to 350 administrative hearings per month for contested parking citations over the life of the contract.

4.0 SCOPE OF SERVICES - METHODOLOGY AND WORK PLAN

1. ADMINISTRATIVE HEARING SERVICES

The Program will perform administrative hearing services for the City of San Diego. Qualified program administrators with legal training and extensive management and administrative hearing experience will administer a comprehensive program for the adjudication of parking citations.

- Administrative hearing services for the City will be successfully performed, as statutorily required.
- The Program will provide an adequate number of fully trained Hearing Officers who will perform hearings under the hearing procedures and guidelines provided by the City. (see Section 2)
- The Program will coordinate a hearing schedule directly with the City of San Diego Parking Management Division. The schedule will ensure that all hearings are addressed and in compliance with the 90 day statute established by State Law. (see Section 3)
- The Program will consistently provide an adequate number of Hearing Officers to perform all scheduled in-person hearings and all hearings by correspondence. Bilingual (English-Spanish) Hearing Officers will be available to conduct hearings on a regular basis. The Program will provide other language interpreters, if requested by a citizen. (see Section 4)
- Hearings will be held at the City-provided location according to the agreed upon schedule. (see Section 5)

- The Program will provide an acceptable arrangement for obtaining and returning case files from the Parking Management Division. (see Section 6)
- The Hearing Officers will completely record and document the pertinent facts of each hearing, including the decision and the rationale for making that decision. (see Section 7)
- The Program will use a digital recording system for each hearing and will archive the recordings. The Program will provide all equipment and media to make these recordings. (see Section 8)
- The Program staff have become trained and adept at utilizing the City of San Diego Automated Parking Ticket Computer System (PTS), including: retrieval of citation data and updating automated citation record with the hearing decision(s) and other notes. Hearing Officers will be trained on using PTS to write appeal decisions and will be required to use the system. (see Section 9)
- The Program will have responsibility for conducting administrative hearings: providing case investigation; research and follow-up; responding to inquiries from the public, City personnel, and other government agencies about the hearing process and hearing outcomes; working with Court Commissioners to ensure high quality decisions; maintaining statistics requested by the City on hearing outcomes; conducting regular hearing officer trainings; and conducting training as requested by the Parking Management Division for City personnel on program development and changes. (see Section 10)

2. HEARING OFFICERS AND PROCEDURES

Hearing Officers

The Program currently utilizes and will continue to provide extensively trained, highly qualified Hearing Officers to conduct administrative hearings for parking citations. The USD School of Law Administrative Hearing Program is the only program in the county, and perhaps the state, that provides Hearing Officers with such a high quality and quantity of training, and supervision by legally trained staff. The Program currently provides and will continue to provide an adequate number of Hearing Officers to meet the Parking Management Division's hearing schedule.

Guidelines

Hearings will be conducted according to guidelines established by the City. Such guidelines are currently set forth in the Administrative Hearing Manual. This comprehensive manual satisfies the requirements of California Vehicle Code section 40215(b)(5). Program staff developed the manual in collaboration with the City of San Diego. City staff from the following departments contributed to this collaboration: City Attorney, City Treasurer, Parking Management Division and Parking Enforcement. Program staff is currently updating the manual. As laws and policies change, the Program will coordinate the updating of the manual in collaboration with City staff as needed. (see Appendix C - Hearing Officer's Manual, Administrative Hearing Program)

Procedural Goals

The Program has designed its administrative hearing procedure to meet all Constitutional due process requirements and to provide hearings that are fair and impartial to both the City and the citizen. The Program will continue to provide a process in which:

- all participants are treated with respect;
- all participants have the opportunity to fully state their concerns and know that they have been heard;
- participants are educated regarding the applicable law and the underlying policies;
- staff and Hearing Officers are willing to problem solve with participants regarding issues that may not come within the immediate scope of the hearing itself.

Diversity

The Program's Hearing Officers represent a diverse range of ethnicity, culture, age and life experience. Hearing Officers range in age from 25 to 65 years old. Fifteen percent of the Hearing Officers are African-American, 15 percent are Latino, and 15 percent are Asian. Forty-three percent of the Hearing Officers are women.

Impartiality

To preserve the necessary impartiality and to avoid the appearance of a conflict of interest, employees of the City of San Diego and persons who issue parking citations in any capacity are not eligible to become Hearing Officers for the Administrative Hearing Program.

Skills

Potential Hearing Officers must possess excellent communication and decision-making skills to be successfully accepted into the Administrative Hearing Program's training program. The Program requires Hearing Officers to demonstrate a superior ability to interpret and apply the applicable law in a fair and impartial manner. Hearing Officers must also be able to relate to the citizens appearing at the hearings in a meaningful way, which includes having active listening and problem solving skills. The Program's focus on these skills ensures that citizens leave the hearing satisfied that their case has received the undivided, unbiased attention of the Hearing Officer and ensures that citizens' comments, concerns and witnesses have been completely heard.

Experience

The Program currently has a roster of thirteen active Hearing Officers. Collectively, the Program's Hearing Officers have heard more than 25,000 City of San Diego parking citation cases and represent over 5,700 hours of administrative hearing experience. As a result, the Program is uniquely qualified to provide experienced Hearing Officers familiar with City regulations, policy, procedures and issues.

Training

The Administrative Hearing Program's training program has been recognized statewide as one of the most comprehensive training programs for Hearing Officers. The training program was developed and implemented by The Center for Municipal Dispute Resolution (CMDR), the forerunner of the Administrative Hearing Program, at the University of San Diego. Our program served as a model training program for Assembly Bill 2414, now a portion of Vehicle Code section 40215, which sets forth criteria for the training of Hearing Officers.

Administrative Hearing Officers initially receive twenty hours of intensive training. The training covers the following topics:

- Proper administrative hearing procedures;
- How Assembly Bill 408 and subsequent legislation changed the law;
- Interpreting and applying the California Vehicle Code, the San Diego Municipal Code, the Unified Port District Regulations, and other applicable codes and regulations;
- Parking enforcement procedures, featuring speakers from City of San Diego Parking Management Division;
- Due process considerations;
- Understanding burdens of proof;
- Evaluating evidence;
- Dealing with angry people;
- Effective communication techniques; and
- Writing rationales.

Mock hearings are conducted to give Hearing Officers experience in a situation as close to the real hearing as possible. The mock hearings include post decision critiques and discussion. Workshops with San Diego Municipal Court Commissioners are also included in the training. Hearing Officers are required to observe at least six three-hour administrative hearing sessions conducted by an experienced Hearing Officer before they may begin conducting hearings. Prior to conducting live hearings, trainees conduct a number of hearings by declaration and are given feedback regarding their skills evaluating evidence and formulating decisions and rationales. Trainees are required to listen to audio tapes of themselves conducting hearings and are given feedback,

The Program evaluates Hearing Officers not only on their knowledge and familiarity with the subject matter, but also on how comfortable they are with the hearing process and in dealing with people.

Initially, new Hearing Officers are paired with an experienced Hearing Officer. The program administrator then observes the first few solo hearings and provides feedback to the new Hearing Officer. Administrative staff are available on-site to answer questions that may arise during hearings.

After the initial training period, program staff are available to answer any questions that Hearing Officers may have, as well as to provide them with research and administrative support. In meetings with Hearing Officers, the Program administrators frequently hear that the comprehensiveness of the training program and the ongoing research support are two of the most important reasons they choose to work with the USD School of Law Administrative Hearing Program.

The Program conducts ongoing quarterly trainings and all Hearing Officers are required to participate. These trainings afford Hearing Officers the opportunity to enhance their skills by sharing experiences with other Hearing Officers, discussing any issues and concerns that have arisen, and to keep abreast of recent changes in the law or enforcement policies of the City. One of the outcomes of these trainings is the gathering of information about particular parking problem areas. The Program communicates this feedback to City staff on the Parking Management Feedback Form. City staff members then have the opportunity to review the concerns and may make physical changes resulting in improved notice of parking restrictions. This can reduce the likelihood of citizen's appealing parking tickets and may result in a direct saving of time and money for the City of San Diego.

3. ADMINISTRATIVE HEARING PROCEDURES

Pre-Hearing Procedures

Upon arrival in the hearing rooms, citizens contesting parking citations will sign-in on the daily sign-in sheet. This will provide a record of all persons who appeared for hearings each day. (see Appendix D - Parking Adjudication Program Sign-In) In addition to the

citizen copy, a copy of this document goes in the case file. (see Appendix E - Statement of Rights and Responsibilities)

Hearing Procedures

Hearing Officers will deliver an opening statement that describes in detail what will happen during the hearing process. Hearing Officers will answer any questions the citizen might have about the hearing process. (see Appendix F - Parking Adjudication Program, Administrative Hearing Opening Statement) The Hearing Officer will then:

- go on record;
- call the hearing to order;
- record the citizen's name and address;
- record the vehicle's registered owner's name and address and the citizen's relationship to the registered owner if applicable;
- administer an oath to the citizen and any witnesses;
- review the citation to determine if all information required for the prima facie case has been entered;
- read the citation into the record; and
- hear and examine the testimony of the citizen and witnesses and all evidence.

The Hearing Officer will then take the case under submission, if necessary, to conduct additional research prior to rendering a decision, or render a decision and record the disposition of the hearing in writing on the Hearing Notification Form. The rationale for the disposition will be entered in the PTS record for the citation as ticket notes.

Hearing Notification Form

The Program will retain and store one copy of the completed Hearing Notification Form for each case reviewed in a hearing and any written rationale. The Program will enter and store all relevant data from the Hearing Notification Form for each case reviewed in a hearing record database. That data will include:

- the hearing date;
- the name of the citizen;
- the citation number;
- the type of violation;
- the amount of the fine;
- whether the hearing was "in-person" or by declaration;
- whether the citation was upheld or dismissed;
- the amount of refund due the citizen, if applicable;
- whether the case was appealed to Municipal Court; and
- the results of the appeal.

Master Calendar and Sign-In Sheet

The Program will retain and store the sign-in sheet and the copy of the schedule used as a master calendar for each day in which hearings are conducted.

4. HEARING SCHEDULE

The Program will conduct as many hearings as are requested by respondents (including in-person hearings and hearings by declaration) for parking citations issued by the City of San Diego and agencies contracting with the City of San Diego. Fully trained, experienced Hearing Officers will conduct administrative hearings for parking citations. The schedule will ensure that all hearings are addressed and in compliance with the 90 day statute established by State law.

The Program will coordinate the hearing schedule with the City directly. The Program has consistently demonstrated flexibility in responding to different schedules requested by the city during the past six years. For example, the Program recently provided a separate calendar for hearings by declaration in response to a request from Parking Management staff. The Program will continue to demonstrate flexibility in coordinating hearing schedules to meet the City of San Diego's needs. Currently the Parking Management Division has asked us to hold hearings three days per week; however, we can schedule hearings up to five days per week. Additionally, we have Hearing Officers available to hear cases in the evening hours to accommodate the different scheduling needs of citizens.

The Program currently provides, and will continue to provide, Parking Management staff with daily scheduling forms to be filled in by the City's Hearing Clerk. This schedule will serve as the master calendar for each day's hearings. The Program has always demonstrated flexibility in adapting to changes in City of San Diego procedures. We will continue to demonstrate flexibility in working with the City's scheduling system. (see Appendix B - Hearing Master Calendar)

5. ADEQUATE NUMBER OF HEARING OFFICERS

The Program will continue to provide an adequate number of qualified Hearing Officers to perform all the hearings on the City's hearing schedule. The Program can schedule two Hearing Officers to conduct hearings during each morning, afternoon, and evening hearing session in the two hearing rooms provided by the City.

All cases scheduled for each day will be reviewed and heard by a qualified Hearing Officer. If the citizen appears as scheduled for the hearing, an in-person hearing will be conducted. The citizen may offer testimony and present evidence. If the citizen does not appear for the hearing, a hearing by declaration will be conducted in which the Hearing Officer will review all statements and evidence contained in the case file and render a decision based solely on the contents of the file.

Bilingual Hearing Officers

The Program currently has three bilingual Hearing Officers who conduct hearings in Spanish when needed. These Hearing Officers are available to be scheduled throughout the week, ensuring ample opportunity to accommodate the needs of all citizens who request a hearing to be conducted in Spanish.

Interpreters

With notice, the Program is able to provide interpreters for over 60 languages, including American Sign Language. (See Appendix A - Interpreter Referral List)

6. LOCATION

Hearings will be held at the City provided location in accordance with the agreed upon schedule. The Program currently conducts hearings at the City provided location at 303 A Street, Suite 401. This centrally located downtown office is within easy walking distance of bus and trolley lines, the city Operations Building, the City Administration Building and the San Diego World Trade Center, which currently houses City of San Diego's Parking management Division's administrative and Parking Enforcement's supervisory units. The Program location allows Administrative Hearing Program staff to be intimately involved with the hearing operations on a daily basis and to provide immediate and comprehensive support to the Hearing Officers. Additionally the location allows Program staff to respond quickly and efficiently to the needs and requests of the citizens participating in the hearings and to the needs and requests of the City. The business office for the Program is located at the University of San Diego, located at 5998, Alcala Park, San Diego, CA 92110-2492, Contact Person, Alan Alvord.

The Program has designed the layout of the hearing rooms to provide a maximum level of comfort, safety and security for all participants. The Program will continue to provide the same design assistance for any future hearing room locations. As a program of the University of San Diego Law School, the Program and the City of San Diego have benefited from substantial donations of furniture and equipment, resulting in considerable cost savings to the City of San Diego. As detailed below, the University of San Diego provides pro-bono expertise and research skills to Hearing Officers.

Access To Services for the Disabled

The Program is committed to complying with the Americans With Disabilities Act and will conform its practices in accordance with the requirements of the Act. The Program designed the layout of the hearing rooms to ensure that the rooms are accessible by the physically disabled.

7. CASE FILE MANAGEMENT

The Program will take full responsibility for case files while in the Program's possession. We will continue to use the same procedure for transferring files that has been effective during the past six years. The City will deliver all case files and master schedules to the Program according to a pre-arranged schedule. Administrative Hearing Program staff will check in and review all incoming files. The files will be kept in a locked room when not in direct use.

The Program will return completed case files to Parking Management the week following the scheduled hearings.

8. RECORDING AND DOCUMENTING HEARINGS

The Program will maintain all program records in accordance with City requirements. The Program will completely record and document the pertinent facts of each hearing in the Hearing Officer Comments section of the Hearing Notification Form provided for each case by the City, or as ticket notes attached to the PTS record for that citation. This includes the Hearing Officer's decision in the case and the rationale for the decision. Hearing Officers will formulate rationales in a manner that allows both the City and the citizen to understand the reasoning and principles underlying the Hearing Officer's decision. (see Appendix H - Sample Rationales) As Hearing Officers use the computerized Parking Ticket System, decisions will be entered directly into PTS.

In certain cases, more in-depth analysis and explanation is required. In these cases, Hearing Officers will provide a Statement of Decision to be attached to the Hearing Notification Form.

9. TAPE RECORDING THE HEARING

The Program will record all in-person hearings using digital media, which is less expensive to maintain than analog tape. The Program will provide all equipment and media necessary to make these recordings. Audio recordings of the hearings will be archived by the Program and made available to the City for a period of 90 days following the hearing. The Program will catalogue these hearings, using the Audio Hearing Record, and archived according to the date of hearing. This system has proved successful for the last two years in providing easy access to particular hearing recordings whenever necessary. At the end of the 90-day period, the Program may erase the recording unless otherwise directed by the City. (see Appendix G - Audio Hearing Record)

10. AUTOMATED PARKING TICKET COMPUTER SYSTEM

The Program is committed to using the City of San Diego's Automated Parking Ticket computer system. To this end, the Program management has been trained in the computer procedures. The Program has three computers, provided by the City of San Diego, which are connected to the Automated Parking Ticket Computer System. These

computers are in addition to the three computers used for research and word processing. All hearing officers are trained in PTS usage and their access is closely supervised. Program staff communicate regularly and directly with City of Inglewood personnel regarding PTS access issues. This approach minimizes the time of City personnel and leads to a more efficient maintenance of the Program's PTS use.

As City computer systems continue to be refined and updated, the Program will ensure that Hearing Officers remain fully trained and that decisions are entered promptly into the City's computer system. The Program administrative staff has prepared a manual for Hearing Officers to refer to when using the City of San Diego Automated Parking Ticket Computer System. (see Appendix R – Hearing Officer PTS Manual)

11. CONTRACTOR'S RESPONSIBILITIES

The Program will be responsible for conducting administrative hearings; including case investigation, research and follow up.

Case investigation, research and follow up.

Hearing Officers will review all the cases they are scheduled to hear prior to the hearing. If a need for further research is identified, the Hearing Officer will either conduct that research themselves or ask administrative staff to assist. This research may involve visiting the physical location of the parking violation to evaluate the evidence. Case follow up may also involve legal research to interpret code provisions or research on engineering standards relevant to a particular citation. Due to the extensive experience of our Hearing Officers and our administrative staff, the Program can assure citizens and the City that Hearing Officers will be fully prepared with all the information they need to conduct all adjudication hearings.

The Program administrative offices are located with the hearing rooms provided by the City of San Diego. This allows Hearing Officers to get immediate and comprehensive support and assistance with research questions that may occur during the hearing. Our offices are equipped with three computers that feature Internet access, word processing and database programs. The Program is also online with Lexis/Nexis and Westlaw legal research systems, allowing Program staff to conduct extensive legal and legislative research from the office. If a need to do further legal research or research at the location of the parking violation itself becomes apparent during the hearing, the Hearing Officer will then take the case under submission.

University of San Diego

As a program of the University of San Diego, the Program has access and full use of the University's facilities. The Program works especially closely with the University of San Diego School of Law, one of the University's major academic programs.

The University of San Diego is a member of the Association of American Law Schools and is approved by the American Bar Association. The law school was founded in 1954 and has emerged as one of California's major law centers. Of significance to the Program's administrative hearings is the law school's Pardee Legal Research Center that offers state-of-the-art services and facilities to Administrative Hearing Program staff. The Legal Research Center is one of the top 20 academic law libraries in the nation. The computer legal research systems include Lexis, Westlaw, Dialog, Nexis and Legaltrac. The library has a collection of 330,000 volumes and volume equivalents, thus giving the University of San Diego the major legal research collection in Southern California outside of Los Angeles.

USD Law School Faculty and Staff

The University of San Diego School of Law faculty have national reputations in many areas, including administrative law, children's advocacy, civil rights, commercial law, constitutional law, criminal law, international and comparative law, professional ethics, public interest law, tax law, and interdisciplinary studies, including law and economics, and law and philosophy. The Law School faculty also includes authors of leading casebooks and treatises, scholarly monographs published by the prestigious university presses, and influential articles in the nation's leading law reviews.

Law School faculty members have been and will continue to be available for consultation throughout the development and operation of the Program, sharing their considerable experience, knowledge and expertise. This invaluable resource enhances the Program's ability to provide one of the leading Parking Adjudication Programs in the state.

Ability, Availability and Willingness to Respond To Questions Re: Administrative Hearings and Procedures

The Program has developed and conducted the Administrative Hearing Program for the last six years. During this time Program staff has frequently and effectively demonstrated its ability, willingness and availability to respond to questions from the public, City staff and governing boards and councils concerning all aspects of administrative hearings and procedures.

Public Inquiries

Hearing Officers are trained to be responsive to any questions citizens participating in the hearings have about the hearing process. Program administrators are also available to answer questions and address the concerns of citizens participating in the hearing

process, as well as the public at large. In an attempt to educate citizens about the hearing process so that they may most effectively participate, and to answer the most frequently asked questions by citizens, the Program developed a Hearing Information Sheet. This sheet was designed to be included with the Hearing Notification Form issued to citizens by the City. The Hearing Information Sheet was most recently updated six months ago and is now sent by the City to the parties along with notice of their hearing.

The Program has also provided information to the public via the media. Program administrators have provided information for television news stories on the adjudication of parking citations in general and the adjudication of citations for parking in "disabled only" spaces. The Program administrators were also interviewed extensively and featured in the July/August 1994 issue of Avenues Magazine, published by the Automobile Club of Southern California, in the cover story on parking citations. The Program has also made presentations on the adjudication of parking citations to citizen's groups, such as the Citizen Review Committee on ADA and Disability Issues.

Most recently, the Program has developed a Web page as a state-of-the-art reference for citizens involved in the Parking Adjudication process. Upon City approval the web page will be available for public viewing. The Web page provides a comprehensive guide to the parking citation, administrative review, hearing and appeal process. A brief history of parking citation appeals is followed by detailed information designed to guide citizens easily and swiftly through the procedure they need to follow if they wish to contest their parking citation. Tips on how to present the case and links to the more common sections of the San Diego Municipal Code and the California Vehicle code are available. It is our belief that this resource will be of great benefit to the City of San Diego. As citizens begin to use the Web page, we anticipate there will be a reduction in the number of calls to City staff regarding the Parking Adjudication process, thus saving the City of San Diego considerable time and money and allowing City staff to focus on other needed services.

The Program is also currently developing a Customer Satisfaction Survey. The Program is continually striving to improve respondent's satisfaction with the Administrative Hearing process. The Customer Satisfaction Survey will not only provide useful feedback for the Program, but also for the City of San Diego. The Program anticipates that both the Customer Satisfaction Survey and the web page will provide feedback about areas of needed improvement in signage, ticketing procedures, appeal procedures and customer services skills of program and City personnel.

City Personnel

During the initial year of the pilot program developed by the University of San Diego Center for Municipal Dispute Resolution, administrative staff were in communication with City of San Diego Parking Management staff on a daily basis, providing information, addressing concerns and answering questions. During the subsequent five years, the Program has consistently demonstrated the ability, flexibility and knowledge to respond to City staff competently and swiftly.

An example of the Program's ability to enhance communication between the City, the public and the Administrative Hearing Program, is the Parking Management Feedback form. The Program developed this form to provide information to the City on specific situations in which the City might wish to take action to respond to citizen concerns and to prevent future dismissals. The goal is to close the information loop to the Parking Management Division, enabling the City to increase its effectiveness and to save money. (see Appendix I - Parking Management Feedback Form and Sample) Respondents also benefit because the Hearing Officer tells them at the hearing that the information they have given will be passed on to City staff.

The Program has demonstrated an ability to work well with the Parking Management Division staff at all levels and will continue to be responsive to all questions and concerns, and will ensure that a cooperative and collaborative working relationship is maintained.

Governing Boards, Government Agencies and Councils

The Program has frequently responded to questions from City personnel about the adjudication process for parking citations. Program staff routinely responds to questions from City personnel and the public regarding hearing outcomes or process. (See Appendix J – Example Responses to Inquiries).

Another example of the Program's commitment to maintaining effective channels of communication is the July, 1994 facilitated discussion of issues affecting the adjudication of parking citations. The Program organized this meeting based on the perception that, after one year of operating under the new system imposed by Assembly Bill 408, it would be appropriate and helpful to bring together representatives of the different agencies involved in the issuance, processing and adjudication of parking citations. Participants included San Diego Municipal Court judges and staff, the City Treasurer, Parking Management Division administrators and staff, Deputy City Attorney and the Program administrators and Hearing Officers. The meeting provided an opportunity for the participants to gain a greater understanding of the governing precepts of each agency and to address issues and concerns, including inconsistencies in policy among the agencies.

The Program has frequently responded to requests for assistance from various organizations and municipalities. The Program has provided information and support to parking programs for the University of San Diego, the University of California San Diego, the Los Angeles county Sheriff's Parking Enforcement Division, the City and County of San Francisco and the city of El Cajon, as well as to the California Public Parking Association and the Automobile Club of Southern California.

The Program has also conducted seminars for staff from the cities of Long Beach and Oceanside on code enforcement strategies. The Program provided technical assistance to the cities of: Escondido, CA; Eugene, OR; Fairfield, CA; Gasden, AL; Hazelwood, MO;

Irvine, CA; Long Beach, CA; Louisville, KY; Oceanside, CA; Portland, OR; San Francisco, CA; and Springfield, MS.

Workshops for International Visitors

The Program hosted several international delegations of academic and public officials interested in administrative hearings and mediation in local government. In November 1993, the Program hosted a group of ten South African dispute resolvers and mediators sponsored by the United States Information Agency (USIA). The visitors were particularly interested in the parking hearings and the administrative hearing process.

In May 1993, the Program arranged for four directors from Central European dispute resolution centers to observe mediations, City Council meetings and other forms of the democratic process.

Working with Court Commissioners

The Program has an excellent working relationship with Court Commissioners who review and hear appeals. During development of the Program, staff met regularly with Court personnel to ensure quality decisions and effective procedures. Program staff continues to work collaboratively with Court Commissioners whenever issues arise.

Maintaining Statistics, Reports and Statements

The Program collects and will continue to collect extensive hearing data as well as data regarding other issues relevant to the Administrative Hearing Program. The Program will provide statistical data on hearing outcomes to the City as required. The Program will also continue to provide a monthly report that shows the total number of citations reviewed in administrative hearing, sorted by type of violation.

The Program has generated and will continue to generate statistical reports on other aspects of the Program, such as the rate of appeals to Municipal Court. (see Appendix L - Reports)

Regular Hearing Office Trainings

As detailed above in the Hearing Officer section, the Program is committed to comprehensive, regular Hearing Officer trainings.

Training for City Personnel

The Program currently provides and will continue to provide training and seminars for City personnel. The Program staff has participated in the annual Columbus Day training for City Parking Management Division personnel, made presentations on the administrative hearing process and responded to questions from those present.

5.0 PROPOSAL REQUIREMENTS

This proposal includes the Program's proposed methodology and work plan. (see Section 4.0). The Program and the University of San Diego's Client List and the statement of relevant experience are located in Section 5.4. Resumes of key personnel are attached. (see Appendix N) The Program's cost proposal, including the program budget, is located in Section 5.5.

5.1 DRAFT AGREEMENT

The Program acknowledges that we have reviewed the draft agreement attached to the RFP. The Program is submitting a proposal to the City of San Diego written in a manner consistent with the draft agreement. The Program acknowledges that modifications and final terms of agreement shall be negotiated between the City and the selected contractor.

5.2 METHODOLOGY FOR PERFORMING SERVICES

The Program acknowledges that the proposed methodology and work plan may become an addendum to the agreement.

5.3 REPORTS AND STATEMENTS

Monthly Activity Reports

The Program will provide a Hearing Report to the City each month. The report will include the name of the issuing agency, the citation number for each hearing conducted, the name of the contestant, the violation type and the Hearing Officer's decision for each citation for which an administrative hearing was conducted in the relevant month.

Statement of Expenses

The Program will provide a statement of expenses. The University of San Diego uses generally accepted accounting procedures. Statements of Expenses have been provided along with invoices. The Program and the University's accounting office will continue with this practice.

Invoice

The University of San Diego will provide a quarterly invoice. The University of San Diego uses generally accepted accounting practices. The attached invoice is currently used successfully. If there are any further questions, please contact Janice M. Reiboldt, Assistant Controller, at the University of San Diego. (see Appendix M -- Sample Invoice)

5.4 STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

Experience Administering Programs for Public Agencies

The Program has successfully administered the Parking Adjudication Program for the City of San Diego for the last six years. During the first year, the Center for Municipal Dispute Resolution developed a pilot program that has since been implemented in many jurisdictions throughout California. During the six years the Program has administered Administrative Hearings, we have heard an approximate 25,000 parking citation appeals. The appeal rate to Municipal Court of those administrative hearing decisions has been less than two percent. Of particular note and benefit to the City of San Diego, many of the Hearing Officers and key staff members, Alan Alvord and Marcos Camiñ, have been with the Program for most of its history. This means that the Program has unparalleled familiarity and expertise with all aspects of the program.

The Program worked collaboratively with the City of San Diego to develop and implement the Administrative Hearing Program to meet the requirements of Assembly Bill 408. The Program assisted with the development of guidelines for the City's internal review process, prepared a Hearing Officer's manual (see Appendix C - Hearing Officer's Manual, Parking Adjudication Program) and trained forty-five Hearing Officers to meet July 1, 1993 implementation of the new parking citation review procedures.

The Program's extensive experience in Parking Adjudication has been used to set statewide standards, as detailed below.

Statewide Recognition

San Diego was the only major city to have implemented AB408 when it became effective in July 1993.

In recognition that the Program is one of the largest and most successful programs in the state, Lee Russell, former Director of the program, was invited to speak before the annual conference of the California Public Parking Association in Monterey in November of 1993 and again in October 1994.

Assembly Bill 2414 specified Hearing Officer training and criteria. This Bill was modeled on the Program procedures and input from then Program Administrator Lee Russell and then Program Analyst Marc Camin. Ms. Russell and Mr. Camin were invited by Fifty-Sixth District Assemblyperson Bob Eppel to assist his staff in drafting this

legislation. Ms. Russell and Mr. Camin also participated in a March 1994 meeting in Sacramento with representatives of key agencies which addressed the Hearing Officer training and criteria. The resulting bill AB2414 specified the standards for Hearing Officer training and criteria and passed into law to become part of the California Vehicle Code, Section 40215.

Affiliation with the University of San Diego

The Program is a non-profit program of the University of San Diego's School of Law. Chartered in 1949, the University of San Diego is an institution of higher education with more than 6,000 students and more than 50 undergraduate and graduate degree programs. The University's academic units include the College of Arts and Sciences, and the Schools of Business Administration, Education, Law and Nursing.

The Center for Mediation and Dispute Resolution (CMDR) originally developed the Administrative Hearing Program with the City of San Diego. CMDR itself was originally developed as a joint project of the University of San Diego and the City of San Diego as a dispute resolution program to resolve land use and code enforcement issues for the City. By July 1994, CMDR had mediated or conciliated over 860 cases for the City of San Diego. The program was highly successful and resulted in substantial savings of City staff time and money. The average mediation typically required only one-fifth the staff time as compared to litigation. The prosecution of a code enforcement case through trial was estimated at \$10,000 versus the cost of mediation at \$1,000. Mediation also substantially reduced the caseload of the City Attorney's Code Enforcement Unit, allowing them to focus on more complex cases with more serious health and safety issues. An additional important, but unquantifiable, benefit to the city of San Diego was the improvement in attitude towards the City and its departments as a result of the mediation process.

CMDR also provided mediators to facilitate City meetings in the early decision-making stages of public policy. All major interest groups were brought together with a neutral third party, CMDR, to identify and discuss issues, educate each other about their respective concerns, discuss options and reach a mutually acceptable resolution.

CMDR also provided training for in communication skills for "Zoning Volunteers" and "Sign Volunteers" who are community volunteers who assist the City by investigating and attempting to resolve minor code violations within their neighborhoods. Over 200 volunteers participated in this process. CMDR's roots in working collaboratively with the City to resolve important issues remain a major part of the Administrative Hearing Program.

Personnel

The Program has two full-time permanent staff: Program Director Alan Alvord and Assistant Program Director Marcos Camin. Resumes of the Program staff are included in this proposal. (see Appendix N - Program Staff Resumes)

Alan Alvord

Program Director

Mr. Alvord is the Program Director for the Parking Adjudication Program. Mr. Alvord is a licensed attorney and administers the current program, including training and supervision of all Hearing Officers. Mr. Alvord is a graduate of the University of San Diego School of Law, an adjunct Professor of Law teaching mediation skills and an Administrative Hearing Officer. Mr. Alvord also has extensive experience as a judicial decision-maker in administrative hearings and other contexts. With extensive management and judicial skills, Mr. Alvord is well qualified to direct the Parking Adjudication Program.

Marcos G. Camin

Assistant Program Director

Mr. Camin is the Administrative Hearing Program's Assistant Director. He has extensive administrative, supervisory, and training experience. Mr. Camin is an outstanding Hearing Officer, having conducted over 4,000 administrative hearings for parking citations. He coordinates the factual and legal research conducted on cases taken under submission. Mr. Camin has developed key administrative procedures for the Administrative Hearing Program and has developed and maintains the Programs database.

Financial Condition

The University of San Diego has the financial capability to perform the scope of work described in the request for proposal. Through careful, conservative fiscal strategy, a position of fiscal strength has been maintained for over two decades. In addition to annual operating allocations, the University has adequate reserves to address unexpected contingencies. In the last fiscal year, the total operating budget was approximately \$136.8 million.

Grants and contracts are managed and administered within established control systems to assure timeliness and consistency. The University recognizes the special considerations, regulations and requirements for contract administration and accounting. Current systems to assure compliance are in place and are constantly being updated to address changing regulations.

USD has adequate insurance to cover the services provided under the contract. A certificate of insurance evidencing the required coverage is attached as Appendix S. USD's record of past performance in contracts with the City of San Diego clearly indicates an ability to perform the requirements of this contract. Careful coordination

between administration, the project director, the office of Grants and contracts (Sponsored Programs), and the various offices within Financial Affairs - accounting, payroll, human resources, and purchasing - has assured compliance, accuracy and timeliness regarding performance schedules for previous contracts, indicating a successful record of past performance.

Drug Free Workplace Certification

The University of San Diego has established drug free workplace policies and procedures. The Drug Free Workplace policy statement is attached as Appendix Q.

Equal Employment Opportunity

The University of San Diego is an Equal Opportunity Employer. The University's Equal Employment statement is attached as Appendix T. The Work Force Report is attached as Appendix U.

Client List

The City of San Diego is the major client of the Program. The Program also provides administrative adjudication services for San Diego State University, the City of Coronado and The County of San Diego.

San Diego State University: Michael Smoger 619-594-1988;

City of Coronado: Julie Hahn 619-522-7358;

County of San Diego: Kamara Kuznicki 858-974-2099.

The following City departments have used USD's mediation and facilitation services in the past:

- City Attorney's Office
- City Council Offices
- City Manager
- Engineering and Development
- Environmental Health Services
- Fire Department
- Neighborhood Code Compliance Department
- Planning Department
- Police Department
- Property Department
- Redevelopment Department
- San Diego Housing Commission
- Traffic Control
- Transportation and Demand Management

- **Waste Management**

Because the Program's client is the City of San Diego, letters of support from clients are unavailable. In order to avoid even the appearance of a conflict of interest, a letter of endorsement was not obtained from the City.

University of San Diego Clients

In addition to the clients served by the Program, there are many additional "clients" served by the University of San Diego. As an academic institution, the University of San Diego is committed to the ideals of scholarship and academic excellence. As part of its philosophy, the university "strives...to provide service to the community consistent with the University's identity as an academic institution." It would be impossible to capture a comprehensive list of students, faculty, board members, alumni, friends, and volunteers of the university whose lives have been enriched by the experience at USD.

The growth in university-related programs sponsored by external sources has created a new category of clients served by the university. Sponsored programs bring valuable resources to the university, such as equipment, faculty research time, technical support, publication support and student support. These clients (the external sponsors) each bring a unique set of guidelines, regulations, requirements and compliance issues to USD. The administrative and financial offices within the University are committed to providing service both to the sponsors and the faculty project directors for each award.

5.5 COST PROPOSAL NARRATIVE

Since the inception of the Program, we have demonstrated the ability to provide a quality program at a reasonable price. The cost proposal continues to reflect that cost effectiveness.

The Program staff salaries are significantly lower than similar salaries for positions of equivalent experience, training and responsibility. Similarly, the cost proposal reflects a fringe benefit factor for full-time staff of only 26.7% of salaries. Office expenses and supplies are kept to a minimum and travel expenses are conservative. Our hearing officers are highly experienced personnel, many of whom have been with the Program since its inception. They are compensated at a rate that is significantly lower than similar work in other jurisdictions.

Various independent consultants are used to support the Program. Independent Hearing Officers account for the majority of the consultant budget. The cost proposal is established based upon a full year of hearings based on the average schedule (492 hearing sessions on 123 hearing days). Assuming the average number of hearings per day, the total projected hearings within the budget year is 4551. The budget is based on the assumption of a full hearing schedule. Occasionally factors result in fewer hearings being conducted. If the supply of hearings is less than projected, the savings will be passed on to the City to reduce the total program cost.

Travel is estimated for two persons to attend one conference. This year's CPPA conference is in Long Beach, California.

In addition to the cost-effectiveness of the Program, the University of San Diego continues to support this Program with a number of donated items. Most significantly, the University calculates indirect costs at the federally negotiated rate of 51.7% of wages and salaries. However, in its continued commitment to supporting this Program, the University agrees to charge only 12% for indirect costs and to donate the difference. Based on the current cost proposal, this donation equals a savings of \$39,304.

Cost Per Hearing

Throughout the history of the Program, the number of hearings has fluctuated due to various factors including the number of officers writing citations and the experience level of the citing officers. The cost per hearing increases or decreases depending on the number of hearings conducted during the contract period.

The Program's costs contain certain "fixed" items and certain items that are determined by the number of hearings conducted. Because the Program has these fixed costs, we are not able to provide a cost proposal based purely on the cost per hearing. However, as long as certain fixed costs are met, we are willing to negotiate a contract that is based on a per-hearing cost. Using the projected number of hearings during the contract year, the price per hearing under the current cost proposal would be \$41.96.

CONCLUSION

The Program's extensive experience in the parking adjudication field makes us uniquely qualified to provide the parking adjudication program for the City of San Diego. The Program's Hearing Officers are among the best trained in the State of California. The Program's extensive experience in Parking Adjudication has been used to set statewide standards. The Program stands ready to provide a truly outstanding Parking Adjudication Program for the City of San Diego.



University of San Diego

Human Resources

MEMORANDUM

DATE: November 17, 1999

TO: USD Community

FROM: *Alice B. Hayes*
Alice B. Hayes

RE: Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D) requires that employers receiving federal grants take specific steps to ensure a drug-free workplace. The Drug-Free Schools and Communities Act also mandates that universities maintain a drug and alcohol abuse prevention program.

It is the intent of the University to provide a drug-free, healthy, safe and secure environment for its employees and students. Annually, we remind the campus community of the University's commitment to that intent and the hazards and sanctions associated with violation of University policy. Employees and students of the University of San Diego are expected and required to be in appropriate mental and physical condition to perform their employment and scholastic responsibilities.

The unlawful manufacture, distribution, dispensation, possession, sale, purchase or use of a controlled substance (as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code 812, as Amended) and alcohol on University premises or while conducting University business off University premises is prohibited.

The Drug-Free Workplace Act of 1988 requires that employees directly engaged in the performance of work on a Federal contract or grant must, as a condition of employment, abide by the terms of the above policy and report any conviction (including a plea of *NOLO contendere*) under a criminal drug statute for violations occurring on or off University premises while conducting University business. A report of a conviction must be made to Human Resources within five (5) days after the conviction. This means that if you are convicted of a drug related crime which occurred during normal working hours, or while you were representing the University outside normal working hours, you must report this conviction to Human Resources within five (5) days after the conviction. The University is then required to notify the Federal contracting or granting agency within ten days of receiving notice of such conviction and to take appropriate corrective action or to require the employee to participate satisfactorily in an approved drug-abuse assistance or rehabilitation program.

OVER →→

USD SANCTIONS

Violations of this policy will result in corrective action, in accordance with established University policies and procedures, up to and including termination of employment and/or enrollment for the first offense, and may have legal consequences.

HEALTH RISKS

Alcohol and other drug abuse is a significant public health problem; it is pervasive in our society. It is a problem no one can afford to ignore. A National Institute of Drug Abuse (NIDA) National Household Survey indicated that 19 percent of Americans over 12 years of age have used illicit drugs during the last year. In the 18 to 25 years old adult population, representing those entering the workplace and college, 65 percent have used illicit drugs - 44 percent in the last year. Based on government estimates (Alcohol and Health, Seventh Special Report to the U.S. Congress, January 1990) alcohol costs alone were projected to be 150 billion dollars in 1995 (Harwood et al. 1985). This estimate includes lost employment, reduced productivity and health care costs and treatment. Alcohol and other drug abuse impairs an employee's ability to safely and effectively perform on the job. The same can be said for a student's ability to perform scholastically. The end result is increased accidents, absenteeism, substandard performance, poor morale or damage to the University's reputation.

The human cost to society and the social, economic and legal costs to business have created a new awareness of the multi-faceted problems resulting from alcohol and other drug abuse. There is now consensus among the government and business communities that action must be taken to reduce these costs.

People often use alcohol and other drugs to cope with problems or to help them socialize. Sooner or later these substances can become more important than anything else. However, instead of helping one solve daily problems or stress, alcohol and other drugs can lead to even more serious problems. Besides legal, financial, relationship and health problems, many people may experience a change in ambitions and values. The user of alcohol and other drugs may often promise to stop, but then go on to 'use' again. This use can become so habitual that one may have a hard time getting through the day without alcohol and/or other drugs. Continued use when the user is aware of detrimental consequences is a definition of addiction.

Alcohol and other drugs can:

- * Make one careless or forget important steps, putting oneself or coworkers at risk
- * Cause lateness and absenteeism, which may increase the workload on others
- * Cause major work errors or judgments
- * Cause crime on the job

The law requires the University to strictly control alcohol and other drug use in our workplace. The following are the substances of most concern:

Alcohol, though legal, is the most commonly abused drug in the workplace. It is a concern to the University when its use affects the workplace. The biggest effects are loss of work time and lateness, loss of concentration and judgment leading to dangerous or problematic behavior. Alcohol is a depressant, but often stimulates the user initially. It depresses the central nervous system (CNS) and can cause serious physical damage. Excessive drinking has been found to lead to or damage the liver, resulting in cirrhosis; chronic alcohol abuse also causes hypertension, cardiac irregularities, ulcers, pancreatitis, kidney disease, cancer of the esophagus, liver, bladder or lungs; memory loss, malnutrition, and sexual dysfunction. Combining alcohol with any other drug can cause a synergistic effect.

Amphetamine (Crystal, Speed, Crank, Meth, Uppers, et al.) is probably the most abused illegal drug in San Diego County. A highly addicting, powerful short acting stimulant, amphetamines can cause one to 'rush' around and appear stimulated. The user experiences a temporary feeling of power. Continued use causes periods of sleeplessness followed by periods of drowsiness and sleep, mood swings, irritability, depression, and even a transient psychosis characterized by altered personality and paranoia.

Cocaine/Crack/Ice (Coke, Rock, Snow, et al.) are highly addictive, powerful, short acting stimulants which produce effects similar to amphetamines. Like amphetamines, it causes a temporary feeling of power, impairing decision-making and judgment. General emotional problems, mood swings and a lack of dependability can occur. Dangers of stimulant use include damage to the respiratory and immune systems, malnutrition, seizures and loss of brain function.

Hallucinogens (LSD, Ecstasy, PCP, Designer Drugs, et al.) stimulate the nervous system and can cause the user to hallucinate. They distort what is seen and heard, and can cause sudden and bizarre changes in behavior. They have 'rebound' effects such as loss of concentration, memory or behavior problems even when the dose has worn off. Frequent use can cause permanent loss of some mental functions.

Heroin ('H', Junk, Horse, et al.) is an addictive CNS depressant and can cause disinterest in relationships, personal productivity and workplace safety. Dangers of overdose are coma and death. As it is commonly injected, heroin use allows a wide range of physical health problems associated with the use of unsterile needles (AIDS, hepatitis)

Marijuana (Pot, Grass, Weed, THC, et al.) is a CNS depressant. It is addictive in nature though some believe it is not. Its effect can go on for 4-6 hours after smoking or eating it. It can cause impaired short-term memory, respiratory and fertility problems. Workplace concerns include slowing of reflexes, reduction in mental functioning, alteration of depth perception and impaired judgment.

Prescription drugs (Anti-Depressants, Depressants, Stimulants, Tranquilizers, Hypnotics, etc.) are safe ONLY if taken as prescribed under the supervision of a licensed physician. If abused, they can lead to sluggishness or hyperactivity, impaired reflexes, liver and kidney damage, addiction and nervous system damage.

Abuse of alcohol or any other drug during pregnancy increases the risk of birth defects, spontaneous abortion and still birth.

OVER →→

ASSISTANCE PROGRAM

The University recognizes alcohol and other drug dependency as an illness and a major health problem. The University also recognizes alcohol and other drug abuse as a potential safety and security problem. Employees needing help in dealing with such problems are encouraged to use USD's confidential Employee Assistance Program (EAP) and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job. The Employee Assistance Program can be reached at 1-800-342-8111. Employees may also contact the University Counseling Center, Serra Hall 300, extension 4655. Students needing help are encouraged to contact the Office of Alcohol and Drug Education (Ext. 4618) located in the University Center.

The abuse of alcohol and other drugs costs everyone; accidents multiply, performance drops and morale declines. If you are involved, use the help available. What can you do if you suspect a co-worker or student is abusing alcohol and/or other drugs? Covering up only allows the cycle of abuse to continue. Talk to that co-worker or student, express concern, and seek support. Talk to someone.

LOCAL, STATE AND FEDERAL LEGAL SANCTIONS

Local, state and federal laws establish severe penalties for unlawful possession or distribution of illicit drugs and alcohol. These sanctions, upon conviction, may range from a small fine and probation to imprisonment for up to one year or a \$1,000 fine, or both. In the case of possession and distribution of illegal drugs, these sanctions could include the seizure and summary forfeiture of property, including vehicles. It is especially important to know that recent Federal laws have increased the penalties for illegally distributing drugs to include life imprisonment and fines in excess of \$1,000,000. Some examples of local or state laws are:

- * The purchase, possession, or consumption of any alcoholic beverages (including beer and wine) by any person under the age of 21 is prohibited.
- * It is not permissible to provide alcohol to a person under the age of 21.
- * Selling, either directly or indirectly, any alcoholic beverages, except under the authority of a California Alcoholic Beverage Control License, is prohibited.
- * It is a felony to induce another person to take various drugs and 'intoxicating agents' with the intent of enabling oneself or the drugged person to commit a felony. The person who induced the other may be a principal in any crime committed.

AUTOMATIC RENEWAL



University of San Diego

Office of the Vice President and Provost

December 14, 2005

Mario Sierra, General Services Director
The City of San Diego
General Services Department, Parking Management Program
1970 B Street, Mail Station 27A
San Diego, CA 92102

Re: Automatic Renewal of the Agreement to Provide Administrative Hearings for
Parking Citations for the Year 2006-2007

Dear Mr. Sierra:

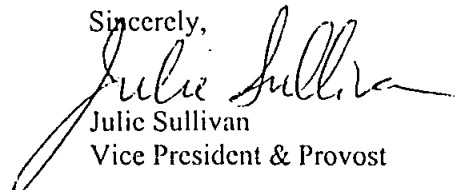
On behalf of the University of San Diego, I am pleased to submit a request to renew the Administrative Hearing Program's contract for another year. The Agreement at paragraph 6.2 provides the University must make a written request to the City Manager. Pursuant to paragraph 15.0, the University is required to transmit all communications through the office of the General Services Director (formerly held by Mr. Larry Gardner). Accordingly, attached to this formal request to renew the Agreement is a proposed budget and a copy of the underlying agreement itself.

The current agreement expires March 31, 2006. The proposed renewed contract period is April 1, 2006 through March 31, 2007.

The University of San Diego continues to share in the cost of this program by its acceptance of reduced facilities and administrative costs. The University is willing to share the costs of the program in this amount as an expression of its commitment to community service, and as an integral part of its mission and philosophy.

Thank you for your consideration of this proposal. If you should have any questions or concerns, please contact Agustin F. Lopez II, Program Director, or William O'Neill, Director, Office of Sponsored Programs. The University of San Diego looks forward to continuing its relationship with the City through this program.

Sincerely,



Julie Sullivan
Vice President & Provost

cc: Charles Kindred, Program Manager for Parking Management

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, herein called "MOU", is made and entered into this 1st day of September, 1996 by the Parking Management Division, a City department (as "Tenant"), and the City of San Diego, a Municipal corporation (as "Landlord").

The purpose of this MOU is to document the basic terms and conditions by which the parties have jointly agreed upon for the location at 303 "A" Street, Suite 401, San Diego, California 92101.

PERMITTED USE:

Tenant is occupying 1,808 rentable square feet of office space. The Premises shall be used by Tenant and Tenant's permittees for general office use and meeting assembly purposes to conduct hearings with the public regarding parking issues. Any violation of this paragraph is a material breach of this Agreement.

BASE RENT:

In lieu of the monthly base rent of \$1.00 per square feet or \$1,808 per month, Tenant agrees to provide public services by conducting hearings to resolve parking issues.

TERM:

The parties agree that the term of the Lease is for three years commencing on September 1, 1996 and terminating on August 31, 1999. Landlord hereby grants Tenant an option to extend the term of the Lease on a year to year basis. Tenant shall give Landlord not less than ninety (90) days prior written notice of its intent to extend said Agreement.

OPERATING EXPENSES:

Tenant's prorata share of the building expenses is determined to be 6.04%. Tenant is responsible for all costs, if incurred by Landlord, for the operation, repair, maintenance, and replacement, in neat, clean, safe, good order and condition, of the Office Building, including but not limited to the following: Water, sewer, gas, electricity, trash pickup, janitorial, security, pest control, window cleaning, carpet cleaning, signage, glass replacement, graffiti patrol, fire and life safety equipment and other repairs and maintenance required. Tenant will be billed on a quarterly basis.

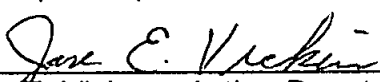
SECURITY DEPOSIT:

The security deposit of \$1,808 has been waived.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the Parking Management Division and the City of San Diego.

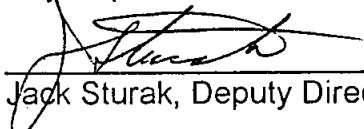
Landlord:

City of San Diego, a
Municipal corporation


Jane E. Vickers, Acting Deputy Director
Real Estate Assets Department

Tenant:

Parking Management Division, a
City Department

 9-26-96
Jack Sturak, Deputy Director