

RESOLUTION NO. 2011-173

Adopted by the Sacramento City Council

March 22, 2011

SACRAMENTO COUNTY PARKS PILOT PARKING MEMORANDUM OF UNDERSTANDING

BACKGROUND

- A. As part of the City's ongoing efforts to identify opportunities to consolidate services both internally and externally, the Department of Transportation is launching a one-year pilot program to consolidate fare collection and parking enforcement services with the County of Sacramento within their Regional Parks system.
- B. The City will install, operate and maintain parking pay stations, and provide parking enforcement within the Watt and Howe Avenue River Access parks.
- C. Four Parkeon Pay and Display parking meter stations will be purchased by the Parking Fund (6004) for \$46,436. All parking equipment purchased by the City will remain City property at the end of the Memorandum of Understanding. The City will pay the County an annual baseline amount of \$67,430. The baseline amount will be paid in quarterly installments that reflect historic seasonal parking activity at the parks (See Exhibit A). All parking meter and parking citation revenues collected by the City over and above the baseline, net of operating expenses, will be split evenly between the County and City.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager is authorized to execute a one-year Memorandum of Understanding with the County of Sacramento whereby the City will install and maintain parking pay stations and provide parking enforcement services at surface parking lots located within the following Sacramento County parks: Watt and Howe Avenue River Access.

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- Exhibit A—Memorandum of Understanding between City of Sacramento and County of Sacramento for Implementation of Parking Pay Station Pilot Program.

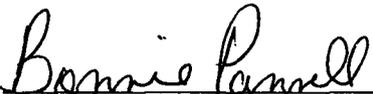
Adopted by the City of Sacramento City Council on March 22, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy.

Noes: None.

Abstain: None.

Absent: Mayor Johnson.



Bonnie Pannell, Vice-Mayor

Attest:



Dawn Bullwinkel, Assistant City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SACRAMENTO
AND
COUNTY OF SACRAMENTO
FOR IMPLEMENTATION OF PARKING PAY STATION PILOT PROGRAM**

This Memorandum of Understanding ("MOU") is made and entered into this ___ day of _____, 2011, by and between the COUNTY of Sacramento (COUNTY), a political subdivision of the State of California and the CITY of Sacramento (CITY), a municipal corporation.

RECITALS

WHEREAS, the CITY maintains and operates parking pay stations throughout the City of Sacramento; and

WHEREAS, the CITY performs parking enforcement and citation issuance throughout the City of Sacramento; and

WHEREAS, the COUNTY desires to implement a parking pay station pilot program in the Sacramento County Regional Park system; and

WHEREAS, the COUNTY and CITY have identified parks owned by the COUNTY that are suitable for such a pilot program.

NOW, THEREFORE, in consideration of these recitals and the mutual promises set forth below, the COUNTY and CITY agree as follows:

- I) **PARKS** Services provided under this agreement are for following County-owned parks (collectively "Parks") and the parking lots located in those Parks (collectively "Lots") only:

Watt Avenue Access
8703 La Riviera Drive
Sacramento, CA 95826

Howe Avenue River Access
7929 La Riviera Drive
Sacramento, CA 95826

II) **SCOPE OF SERVICES—CITY**

a) **Operations**

- i) The City shall be responsible for collecting all parking meter revenue, maintaining and repairing parking meters, and issuing parking citations.

b) Allocation of Revenue

Beginning on the Effective Date of this MOU, each quarter the City shall pay County a "Baseline Revenue" described in Exhibit "A." In addition to the Baseline Revenue, all Monthly Net Revenue will be split between both parties on a 50/50 basis. For the purposes of this MOU, Monthly Net Revenue will be defined as all revenue collected from the City's operation of the Lots, including parking citation revenue, minus the Baseline Revenue and all operating expenses.

- i) Each month, City will calculate the Baseline Revenue and Monthly Net Revenue. All Revenue will be deposited in the City's account. City will keep full and accurate records of billed and collected Revenue.
- ii) At the end of each quarter of this contract, or as agreed upon by both parties, the City shall pay all amounts due to County. Such payment shall be received no later than forty five (45) days after the quarter for which it is due. An accounting report, in a form reasonably accepted by the County, will be included with each payment. A copy of the accounting report will be sent to the Regional Parks Administrative Chief.

c) Improvements

Subject to County's written consent as provided for in this MOU, and subject to the City obtaining any requisite governmental permits for the construction and operation of a surface commercial parking lot in the Parks, City shall:

- i) Furnish and install parking pay stations, supporting parking control equipment, and signage. All equipment purchased by the City will remain City property upon the expiration or termination of this MOU.

d) Maintenance and Repair of Parking Pay Stations

City shall keep and maintain the parking pay stations in good repair, in a neat and satisfactory condition, shall promptly make all repairs and replacements, that may become necessary and will respond for repair 365 days per year including weekends and holidays.

e) Parking Enforcement

The City will add the Lots to its regular patrol coverage and enforce all applicable parking rules and regulations on behalf of the County.

- i) If City employees encounter any safety issues that require assistance, City employee shall contact County dispatch for back-up or assistance.

III) SCOPE OF SERVICES—COUNTY

- a) Park Operations and Maintenance—County shall be solely responsible for all Park operations and maintenance, other than those responsibilities designated in Section II as City's responsibility, including but not limited to: janitorial, trash collection and landscaping of park grounds, maintenance and repair of park structures, and lighting.
- b) If City employees encounter any safety issues that require assistance, City employee shall contact County dispatch for back-up or assistance.
- c) Security—County shall maintain security for the Parks and Lots as funding allows.
- d) This MOU does not preclude County Park Ranger program staff from issuing citations in designated serviced lots.
- e) Parking Rates—County is responsible for setting parking rates at the Parks. County will provide City a minimum of 30 days advance notice of rate changes.

IV) EFFECTIVE DATE & TERM, This MOU shall be effective and commence as of the date first written above, and shall expire February 28, 2012.

V) NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

Director,
COUNTY of Sacramento
Department of Regional Parks
9850 Goethe Road
Sacramento, CA 95827

TO CITY:

Parking Services Manager,
CITY of Sacramento
Department of Transportation
300 Richards Blvd., 2nd Floor
Sacramento, CA 95811

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

VI) COMPLIANCE WITH LAWS

Both parties shall observe and comply with all applicable Federal, State, and COUNTY laws, regulations and ordinances.

VII) INDEMNIFICATION

CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts of City's Council, officers, directors, agents, employees, volunteers or subcontractors.

COUNTY shall defend, indemnify, and hold harmless CITY, its Council, officers, directors, agents, employees, volunteers and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts of County's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COUNTY and CITY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts of their respective officers, directors, agents, employees, volunteers, County's Board of Supervisors, CITY Council and City's subcontractors. It is also the intention of COUNTY and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, County's Board of Supervisors, City's Council and City's subcontractors.

VIII) INSURANCE

The COUNTY and CITY, at their sole cost and expense, shall carry insurance—or self-insure—its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent program self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

IX) TERMINATION

Either party may terminate this MOU without cause upon Thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.

X) ASSIGNMENT

This MOU is not assignable by CITY in whole or in part, without the prior written consent of COUNTY.

XI) AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this MOU shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this MOU shall be binding upon CITY or the COUNTY unless agreed in writing by Director, Parking Services Manager, and Counsel for COUNTY and CITY.

XII) DIRECTOR AND PARKING SERVICES MANAGER

As used in this MOU, "Director" shall mean the Director of the Department of Regional Parks, or his/her designee. "Parking Services Manager" shall mean the Parking Services Manager of the CITY of Sacramento Department of Transportation, or his/her designee.

XIII) SUCCESSORS

This MOU shall bind the successors of COUNTY and CITY in the same manner as if they were expressly named.

XIV) INTERPRETATION

Interpretation and enforcement of this MOU shall be governed by the laws of the State of California. This MOU shall be deemed to have been prepared equally by both of the parties, and the MOU and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XV) FINANCIAL RECORDS

CITY shall retain all financial records, including, but not limited to, time sheets, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this MOU for four (4) years after the expiration of this MOU, or until audited. COUNTY or any duly authorized representative of SAFCA shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

XVI) PRIOR AGREEMENTS

This MOU constitutes the entire contract between COUNTY and CITY regarding the subject matter of this MOU. Any prior MOUs, whether oral or written, between COUNTY and CITY regarding the subject matter of this MOU are hereby terminated effective immediately upon full execution of this MOU.

XVII) PARTIES TO MOU

COUNTY and CITY are the only parties to this MOU.

XVIII) DUPLICATE COUNTERPARTS

This MOU may be executed in duplicate counterparts. The MOU shall be deemed executed when it has been signed by both parties.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

CITY OF SACRAMENTO, a charter municipal corporation

COUNTY OF SACRAMENTO

CITY OF SACRAMENTO

By: _____
Chair of the Board of Supervisors

By: _____
Gus Vina, Interim City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Clerk of the Board of Supervisors

By: _____
Deputy City Attorney

APPROVED AS TO FORM:

ATTEST:

By: _____
COUNTY Counsel

By: _____
City Clerk

APPROVED AS TO TERMS AND CONDITIONS

By: _____
JANET BAKER, Director
COUNTY of Sacramento
Department of Regional Parks

**MEMORANDUM OF UNDERSTANDING
FOR IMPLEMENTATION OF PARKING PAY STATION PILOT PROGRAM
ATTACHMENT A**

The "Baseline Revenue" for each of the designated lots is as follows:

Schedule of Payments Howe

Month	Revenue	Payment
January	\$395.00	
February	\$406.00	
March	\$715.00	\$1,516.00
April	\$1,697.00	
May	\$4,475.00	
June	\$6,289.00	\$12,461.00
July	\$8,191.00	
August	\$5,853.00	
September	\$3,511.00	\$17,555.00
October	\$1,015.00	
November	\$874.00	
December	\$247.00	\$2,136.00

\$33,668.00

Schedule of Payments Watt

Month	Revenue	Payment	Total
January	\$737.00		
February	\$859.00		
March	\$1,109.00	\$2,705.00	\$4,221.00
April	\$2,558.00		
May	\$4,470.00		
June	\$5,905.00	\$12,933.00	\$25,394.00
July	\$6,732.00		
August	\$4,679.00		
September	\$3,118.00	\$14,529.00	\$32,084.00
October	\$1,404.00		
November	\$1,529.00		
December	\$660.00	\$3,593.00	\$5,729.00

\$33,760.00

\$67,428.00

