



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 12/13/2011

Report Type: Consent

Title: Bike Parking Program (K15125200)

Report ID: 2011-00990

Location: Citywide

Recommendation: Adopt a Resolution: 1) establishing the Bike Parking Program (K15125200) as a new Capital Improvement Project (CIP); 2) authorizing the City Manager to execute a memorandum of understanding with the Sacramento Metropolitan Air Quality Management District (SMAQMD); and 3) appropriating funds.

Contact: Ed Cox, Program Analyst, (916) 808-8434; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Funding & Project Development

Dept ID: 15001121

Attachments:

- 1- Description/Analysis
- 2 - Background Information
- 3 - Resolution
- 4 - Exhibit A - Memorandum of Understanding with Sacramento Metropolitan Air Quality Management

City Attorney Review

Approved as to Form
Jerry Hicks
12/1/2011 1:56:36 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
11/29/2011 9:23:20 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 12/1/2011 10:38:45 AM



Description/Analysis

Issue: The establishment of a Capital Improvement Project is necessary to begin work on this project and to appropriate funds. The Sacramento Metropolitan Air Quality Management District (SMAQMD) has agreed to grant funds to the city to install bicycle parking. Execution of a memorandum of understanding with the SMAQMD is necessary to receive the funds and perform the work.

In order continue to implement the existing public bike parking program, the project proposes to install a minimum of 150 bike racks in the public right-of-way. SMAQMD will reimburse the City in the amount of \$85,600. Completion of the bike rack installations will be completed by May 30, 2013.

Policy Considerations: This project is in accordance with the City Operating Principles of promoting safety and enhancing livability. This project complies with the General Plan goal M 5.1.14 Encourage Bicycle Use. The City shall encourage bicycle use in all neighborhoods, especially where short trips are most common.

Environmental Considerations:

California Environmental Quality Act (CEQA): The establishment of a CIP, execution of a memorandum of understanding, and appropriation of funds are not subject to the provisions of the California Environmental Quality Act (CEQA). Under CEQA general rule 15061-B-3, CEQA applies only to projects which have the potential for causing a significant effect on the environment. These actions will have no effect on the environment, thus are not subject to CEQA.

Sustainability Considerations: This project is consistent with Sustainability Master Plan goals to encourage alternative modes of travel and enhance bicycle facilities in the public right-of-way.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The City has a goal of improving the bicycling environment. The establishment of a Capital Improvement Project, execution of a memorandum of understanding, and appropriation of funds are necessary to pursue this project.

Financial Considerations: The Bike Parking Program (K15125200) will be funded by SMAQMD funds in the amount of \$85,600. The total budget of \$85,600 is sufficient for installation of a minimum of 150 bicycle racks. There are no general funds planned or allocated for this project.

Emerging Small Business Development (ESBD): None, since no goods or services are being procured with this action.



Attachment 1

Background

On February 10, 2009, staff reported to the City Council on ways to promote bicycle riding within the city by initiating a Bicycle Parking Program. The program proposed to install public bike parking racks within the City right-of-way at the request of adjacent property owners. While the opportunity exists for adjacent property owners to install bicycle parking by obtaining a revocable use and encroachment permit, the process is complicated and time consuming. The new Bike Parking Program was conceived to get bicycle parking supplied and installed by City forces in a much simpler process.

The Bike Parking Program has been in effect for the past three years using existing funds from Downtown Transportation System Management Program (T15087700) and Measure A/Transportation Sales Tax On-Street Bikeway Improvement Program (K15120000). The program continues to fulfill requests since its inception. To date 110 racks have been installed.

The Sacramento Metropolitan Air Quality Management District (SMAQMD) has offered to supplement the existing program by providing funds. This funding requires the City to enter into an agreement to install a minimum of 150 bike racks in the public right-of-way; SMAQMD will reimburse the City in the amount of \$85,600. Completion of the bike rack installations will be completed by May 30, 2013.

While the current Bike Parking Program has been dependent upon requests from property owners, with the new funding from SMAQMD the City will be more proactive. The SMAQMD has contracted with the Sacramento Area Bicycle Advocates (SABA), the local bicycle advocacy organization, to identify candidate locations for bike racks. This list of locations will be provided to the City for consideration for installation.



RESOLUTION NO.

Adopted by the Sacramento City Council

ESTABLISHMENT OF A CAPITAL IMPROVEMENT PROJECT, EXECUTION OF AN AGREEMENT AND APPROPRIATION OF FUNDS FOR THE BIKE PARKING PROGRAM (K15125200)

BACKGROUND

- A. The Bike Parking Program has been in effect for the past three years using existing funds from Downtown Transportation System Management Program (T15087700) and Measure A/Transportation Sales Tax On-Street Bikeway Improvement Program (K15120000). The program continues to fulfill requests since its inception. To date 110 racks have been installed.
- B. The Sacramento Metropolitan Air Quality Management District (SMAQMD) has offered to supplement the existing program by providing funds. This funding requires the City to enter into an agreement to install a minimum of 150 bike racks in the public right-of-way; SMAQMD will reimburse the City in the amount of \$85,600. Completion of the bike rack installations will be completed by May 30, 2013.
- C. As the responsible agency, the City will deliver the project in accordance with the cooperative agreement between the City of Sacramento, Department of Transportation (DOT) and the Sacramento Metropolitan Air Quality Management District (SMAQMD). The establishment of the Capital Improvement Project is necessary for the program implementation.

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

- Section 1. The Bike Parking Program (K15125200) is established as a new Capital Improvement Project.
- Section 2. The City Manager is authorized to execute a cooperative agreement with the Sacramento Metropolitan Air Quality Management District (SMAQMD) to receive \$85,600 in grant funds for the Bike Parking Program (K15125200).
- Section 3. The FY11/12 Capital Improvement Program is amended by appropriating \$85,600 (Fund 3702) to the Bike Parking Program (K15125200).
- Section 4. Exhibit A is hereby incorporated into and is a part of this Resolution.

Table of Contents:

Exhibit A: Agreement/Memorandum of Understanding



**SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made between the **Sacramento Metropolitan Air Quality Management District (SMAQMD)**, a California local public agency, and the **City of Sacramento**.

1.0 Recitals

- 1.1 Health and Safety Code Sections 40961 designates SMAQMD as the local agency within the boundaries of the Sacramento district with the primary responsibility for the development, implementation, monitoring, and enforcement of air pollution control strategies, clean fuels programs, and motor vehicle use reduction measures.
- 1.2 Health and Safety Code Sections 41062 and 41082 authorize SMAQMD to implement programs to reduce transportation emissions, including programs to encourage the use of alternative fuel and low-emission vehicles.
- 1.3 SMAQMD continues to strive to reduce emissions from all sources in order to meet both State and federal ambient air quality standards. Personal travel via motor vehicles contributes significantly to the overall emission inventory for the Sacramento region.
- 1.4 A key strategy in reducing air pollution in the Sacramento region is to lower vehicle trips and vehicle miles traveled by implementing programs to encourage and enable the use of bicycles for errand, commute, and recreational travel.
- 1.5 Under Resolution No. 2008-025, dated May 22, 2008, the Board of Directors authorized SMAQMD to accept funding for the Bicycle Parking Program.
- 1.6 Under Resolution No. On October 28, 2010 the SMAQMD Board of Directors approved resolution 2010-035 which authorized, in consultation with the District Counsel, the Air Pollution Control Officer to enter into Memorandums of Understanding with participating municipalities regarding the installation and maintenance of bicycle parking devices.
- 1.7 Resolution No. 2010-035 also authorizes the APCO to enter into various contracts totaling up to \$256,500.00 to implement the bicycle parking program.
- 1.8 Based on population information from State of California's Department of Finance 2008 E-5 City/County Population and Housing Estimates, \$85,600.00 is allocated to the City of Sacramento.
- 1.9 The City of Sacramento has an existing and effective program to expand bicycle parking in the City. Since 2009, the City of Sacramento's Department of Transportation has fabricated and installed 98 U-shaped bike racks, officially named "SacRacks", in high-demand locations within the City. SMAQMD funding will allow the City of Sacramento to increase the size and scope of this existing program.

- 1.10 The City of Sacramento has agreed to accept \$85,600 from the SMAQMD to augment their existing program.
- 1.11 The City of Sacramento can acquire and install racks at an approximate cost of \$560.00 per rack.
- 1.12 The City of Sacramento agrees to accept all responsibility for any future liability associated with any bicycle parking device installed with SMAQMD funding.
- 1.13 The City of Sacramento accepts all responsibility for any permitting, installation, and maintenance costs associated with any bicycle parking device installed with SMAQMD funding.

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, SMAQMD and the City of Sacramento agree as follows:

2.0 Terms and Conditions

2.1 Purpose of MOU

The purpose of this MOU is to provide funds to the City of Sacramento to purchase and install bicycle parking devices in support of the Bicycle Parking Program.

2.2 Term of MOU

The term of this MOU will commence upon execution by all parties and terminate **June 30, 2013**.

2.3 Payment

Upon execution of this MOU by both parties, City of Sacramento will invoice SMAQMD in the amount of **\$85,600**.

2.4 Performance

City of Sacramento will install a minimum of 150 bicycle racks by **May 30, 2013**.

2.5 Final Report

By **June 30, 2013**, the City of Sacramento will submit to the SMAQMD a final report that includes a narrative outlining the City of Sacramento's Bicycle Parking Program, a list of locations that received bicycle parking devices that were underwritten with SMAQMD funding, and images depicting a typical installation.

2.6 Indemnification

The City of Sacramento will indemnify and defend SMAQMD, its officers, agents and employees from any and all liabilities of any kind that arise from any willfully negligent or wrongful acts or omissions of City of Sacramento in its performance of this MOU. SMAQMD will indemnify and defend the City of Sacramento, its officers, agents, and employees, from any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of SMAQMD in its performance of this MOU. The indemnifying party will consult with the indemnified parties in the selection of counsel.

- 2.7 **Successors**
This MOU will bind the successors of SMAQMD and City of Sacramento in the same manner as if they were expressly named.
- 2.8 **Alteration**
No alteration or variation of the terms of this MOU is valid unless made in writing and signed by both parties.
- 2.9 **Termination**
Either party may terminate this MOU without cause upon thirty (30) days written notice serviced upon the other party. Any unspent funds will be returned to SMAQMD. The City of Sacramento will retain responsibility for any bicycle parking devices installed prior to the termination of the MOU.
- 2.10 **Waiver of MOU Provisions**
Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or right under this MOU.
- 2.11 **Severability**
If any provision of this MOU is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this MOU, and this MOU will be construed and enforced as if such provision had not been included.
- 2.12 **Audit of City of Sacramento Records**
With regard to this MOU, the City of Sacramento will maintain appropriate financial records, and SMAQMD may demand access to these financial records to perform an audit. The City of Sacramento must make these records available to SMAQMD within 90-days after receiving a request for the records.
- 2.13 **Statutory Limitations**
This MOU and any payments are subject to the provisions and limitations imposed by federal and State law. SMAQMD has no liability for payment of any expenses that are found to be in contravention of federal or State law. The City of Sacramento will reimburse SMAQMD for any funds paid by it under this MOU that are later determined to be in contravention of any federal and State law.
- 2.14 **Communications**
Any communication between the parties that is required under the provisions of this MOU must be in writing, and be either: (i) personally delivered, (ii) sent by prepaid, certified first class mail, return receipt requested, or (iii) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Communications must be addressed to the parties as follows:

To SMAQMD:

To City of Sacramento:

<p>Larry Greene Executive Director/APCO Sacramento Metropolitan AQMD 777 12th Street, Third Floor Sacramento, CA 95814-1908 Phone: (916) 874-4800 Fax: (916) 874-4805</p>	<p>Jerry Way Director of the Department of Transportation City of Sacramento 915 I Street, Room 2000 Sacramento, CA 95814-2604 Phone: (916) 808-7100 Fax: 916-808-5573</p>
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- A. **Change of Address:** Either party may change the address for service by giving 15 days advance written notice to the other party.
- B. **Effective Date:** All notices will be effective upon receipt and will be deemed received: (i) upon delivery, if personally delivered, (ii) on the 5th day following deposit in the mail, if sent by certified mail, or (iii) upon the date stated in the facsimile delivery confirmation, if sent by facsimile.

2.15 **Contract Manager**

Larry Robinson is SMAQMD's named Contract Manager for this MOU. It is the responsibility of the Contract Manager to: 1) verify compliance with the terms and conditions of the MOU, 2) determine that the work has been completed, 3) ensure that funding is available to pay approved invoices, and 4) approve all invoices under the MOU. The APCO may redesignate a new Contract Manager.

2.16 **Authority to Bind**

The persons signing on behalf of the parties to this MOU warrant that they have the legal authority to execute the MOU.

Executed by:

**Sacramento Metropolitan Air Quality
Management District**

City of Sacramento

Larry Greene
Executive Director/APCO

Jerry Way
Director of the Department of
Transportation

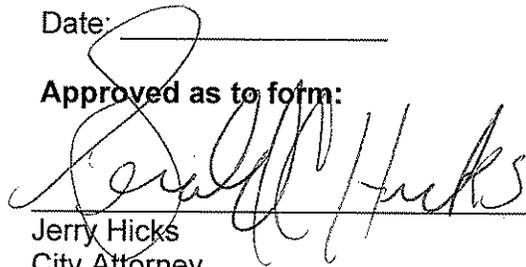
Date: _____

Date: _____

Reviewed by:

Approved as to form:

Kathrine Pittard
District Counsel



Jerry Hicks
City Attorney