

**Meeting Date:** 6/10/2014

**Report Type:** Consent

**Report ID:** 2014-00432

**Title: Parking Agreement: Sacramento County Parks**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager to execute a one-year agreement with four one-year renewals with the County of Sacramento whereby the City will maintain parking pay stations and provide parking enforcement services at surface parking lots located within the County's Watt Avenue and Howe Avenue river access parks.

**Contact:** Matt Eierman, Parking Services Manager (916) 808-5849, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Off-Street Parking Admin

**Dept ID:** 15001211

**Attachments:**

1-Description/Analysis

2-Contract

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**City Attorney Review**

Approved as to Form

Gerald Hicks

6/4/2014 11:08:04 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 5/23/2014 8:28:13 AM

## Description/Analysis

**Issue Detail:** In 2009, the City of Sacramento and County of Sacramento met to discuss opportunities for partnering to gain efficiencies throughout each organization. In 2011, the City and County entered into an agreement for a pilot parking program whereby the City installed, operated, and maintained parking pay stations at the County's Watt Avenue and Howe Avenue river access parks. The City also provided parking enforcement services to support the parking operations. The agreement allowed the County to redeploy its park ranger staff so they could focus on their core function of supporting park visitors instead of operating the parking lots. It also gave the City an opportunity to foster a partnership with the County and consolidate services. Under the original agreement, the City paid the County an annual baseline amount of revenue of \$67,430, and the parties split all revenue collected over the baseline amount. On average, the City has earned approximately \$25,000 per year from its share of net revenues. The agreement has since expired and the County's Board of Supervisors approved the new agreement on March 25. The term of the proposed agreement will be retroactive to March 25, 2014.

**Policy Considerations:** This recommendation is consistent with the City's strategic plan and the goal of the City Council to achieve sustainability and enhance livability and expand economic development throughout the City.

**Economic Impacts:** None

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The current proposal involves the expansion of parking operations to already active parking lots. The proposal is not a "project" in accordance with Section 15378 of the California Environmental Quality Act Guidelines. The proposal does not have a potential for resulting in either direct or indirect physical changes in the environment. Therefore, as determined by the City's Environmental Services Planning manager, no environmental review is necessary.

**Sustainability Considerations:** This action supports the City of Sacramento's sustainability goals to improve and optimize the transportation infrastructure.

**Other:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The goal of the pilot program was to demonstrate that the partnership between City and County was beneficial to both parties in terms of service delivery efficiencies and positive financial impacts. Prior to the pilot program, County park rangers were operating the parking lots at the Watt Avenue and Howe Avenue river access parks and were unable to perform their core function of supporting park visitors. By partnering with the City to operate their parking lots, the County was able to redeploy their rangers elsewhere in their parks system. The City, in turn, was able to leverage its operational efficiencies and generate additional revenues. Entering into a new parking agreement will allow the City and County to continue this mutually beneficial partnership.

**Financial Considerations:** The City purchased four parking pay stations for \$46,436 for use at the County river access parking lots. These pay stations will remain City property at the conclusion of the proposed agreement. Each year, the City will pay the County a baseline revenue of \$67,428 annually. All parking meter and parking citation revenues collected by the City over and above the baseline amount, net of operating expenses, will be split evenly between the City and County. On average, the City has earned approximately \$25,000 per year from its share of net revenue.

**Local Business Enterprise Program (LBE):** There are no LBE considerations associated with the requested action.

**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 March 25, 2014, 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**

1. CITY maintains and operates parking pay stations throughout the City of Sacramento;
2. CITY performs parking enforcement and citation issuance throughout the City of Sacramento;
3. COUNTY and CITY have previously entered into City Agreement 2013-0442 to provide for the parking pay stations at the Watt and Howe Avenue accesses in the American River Parkway; and
4. COUNTY and CITY desire to continue the parking pay station program at the Watt and Howe Avenue accesses in the American River Parkway.

**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 the 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 means 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 the calendar year, 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 acceptable to 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 and the City obtaining any requisite governmental permits for the construction and operation of a surface commercial parking lot in the Parks, City shall 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. If City employees encounter any safety issues that require assistance, City employees shall contact County dispatch for back-up or assistance.

III) SCOPE OF SERVICES—COUNTY

- a) Park Operations and Maintenance—County is 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 March 25, 2014 and shall continue through April 1, 2015, unless otherwise terminated as per the provisions of the MOU. CITY is entitled to Four (4) additional one (1) year options to extend this MOU by providing written notice to County no less than Ninety (90) days before the expiration of the term in effect at the time of notice.

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  
 4040 Bradshaw Road  
 Sacramento, CA 95827

TO CITY:

Parking Services Manager,  
 CITY of Sacramento  
 Department of Transportation  
 300 Richards Blvd., 2<sup>nd</sup> 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) **STATUS OF CONTRACTOR**

A. It is understood and agreed that CITY (including CITY's employees) is an independent contractor and that no relationship of employer-

employee exists between the parties hereto. CITY's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to CITY under the provisions of this agreement; and as an independent contractor, CITY hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

B. It is further understood and agreed by the parties hereto that CITY in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.

C. If, in the performance of this agreement, any third persons are employed by CITY, such person shall be entirely and exclusively under the direction, supervision, and control of CITY. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CITY, and the County shall have no right or authority over such persons or the terms of such employment.

D. It is further understood and agreed that as an independent contractor and not an employee of County, neither the CITY nor CITY's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. CITY shall not be covered by worker's compensation; nor shall CITY be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.

E. It is further understood and agreed that CITY must issue W-2 and 941 Forms for income and employment tax purposes, for all of contractors assigned personnel under the terms and conditions of this agreement.

#### **VIII) 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.

**IX) 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.

**X) 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.

**XI) ASSIGNMENT**

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

**XII) 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 COUNTY unless agreed in writing by Director, Parking Services Manager, and Counsel for COUNTY and CITY.

**XIII) 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.

**XIV) SUCCESSORS**

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

**XV) 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.

**XVI) 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.

**XVII) 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.

**XVIII) PARTIES TO MOU**

COUNTY and CITY are the only parties to this MOU.

**XIX) DUPLICATE COUNTERPARTS**

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

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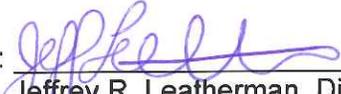
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first written above.

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

CITY OF SACRAMENTO, a charter municipal corporation

COUNTY OF SACRAMENTO

CITY OF SACRAMENTO

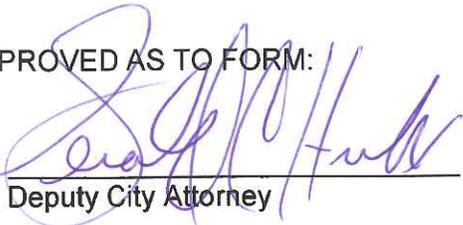
By:   
Jeffrey R. Leatherman, Director  
COUNTY of Sacramento  
Department of Regional Parks

By: \_\_\_\_\_  
Jerry Way, Director of Public Works

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

By:   
Deputy City Attorney

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
City Clerk

**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: \_\_\_\_\_  
Jerry Way, Director of Public Works

ATTEST:

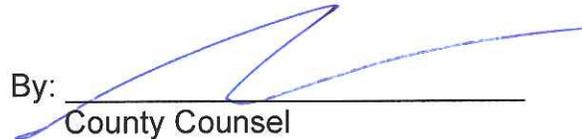
APPROVED AS TO FORM:

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: \_\_\_\_\_  
Jeffrey R. Leatherman, Director  
COUNTY of Sacramento  
Department of Regional Parks

RESOLUTION NO: 2014-0187

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO AUTHORIZING THE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SACRAMENTO FOR IMPLEMENTATION OF A PARKING PAY STATION PILOT PROGRAM

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 and City have previously entered into an agreement to provide for parking pay stations at the Watt and Howe Avenue accesses in the American River Parkway; and

WHEREAS, the County and City desire to continue the parking pay station program at the Watt and Howe Avenue accesses in the American River Parkway.

NOW, THEREFORE, BE IT RESOLVED that the County of Sacramento Board of Supervisors hereby authorizes the Director, Sacramento County Department of Regional Parks, to execute the Memorandum of Understanding for Parking Pay Station Program with the City of Sacramento.

On a motion by Supervisor Serna, seconded by Supervisor Peters, the foregoing resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 25 day of March, 2014, with the following vote, to wit:

- AYES: Supervisors, MacGlashan, Nottoli, Serna, Peters, Yee
NOES: Supervisors, None
Supervisors, None
Supervisors, None



Handwritten signature of Joanne Ryee, Chair of the Board of Supervisors of Sacramento County, California

ATTEST: Cyndi Lee, Clerk, Board of Supervisors

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on 3/25/14

By: V. [Signature], Deputy Clerk, Board of Supervisors

FILED BOARD OF SUPERVISORS MAR 25 2014 BY: Cyndi Lee, CLERK OF THE BOARD

**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
		<b>\$33,668.00</b>

**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
		<b>\$33,760.00</b>	<b>\$67,428.00</b>