

**Meeting Date:** 11/24/2015

**Report Type:** Consent

**Report ID:** 2015-01019

**Title: Parking Agreement: Sutter Medical Center**

**Location:** 20th/21st & W and 21st/22nd & W, Districts 4 and 5

**Recommendation:** Pass a Motion authorizing the City Manager or his designee to execute a parking agreement with Sutter Medical Center for 500 parking spaces at the 20th/21st & W and 21st/22nd & W surface lots located under the W/X Freeway.

**Contact:** Matt Winkler, Operations General Supervisor (916) 808-5579; Matt Eierman, Parking Services Manager (916) 808-5849; Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** On-Street Parking Admin

**Dept ID:** 15001511

**Attachments:**

1-Description/Analysis

2-Contract

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**City Attorney Review**

Approved as to Form

Gerald Hicks

11/16/2015 10:53:50 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 11/4/2015 5:14:59 PM

## Description/Analysis

**Issue:** Sutter Medical Center, located near 28<sup>th</sup> & Capitol Avenue, currently purchases 500 monthly parking permits for use at the 20<sup>th</sup>/21<sup>st</sup> & W and 21<sup>st</sup>/22<sup>nd</sup> & W surface parking lots located under the W/X Freeway. Sutter employees use these parking spaces and are transported to and from the hospital by shuttle. Sutter would like to enter into a long-term contract to ensure its employees have convenient, secure parking.

**Policy Considerations:** This recommendation supports the Central City Parking Master Plan goal to make parking safe, secure, attractive and convenient.

**Economic Impacts:** None

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** This project is exempt from CEQA under Section 15301, "Operation of existing public structures or facilities involving no expansion of use."

**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 City of Sacramento currently manages the surface parking lots under the W/X Freeway from 6<sup>th</sup> Street through 23<sup>rd</sup> Street. There are approximately 1,800 parking spaces within these lots and prior to the City's management of them, few motorists were parking there. The proposed agreement will not only guarantee Sutter Medical Center convenient and secure parking for its employees, but it will increase the utilization of these parking spaces and reduce parking congestion surrounding the hospital.

**Financial Considerations:** Each month, Sutter Medical Center will pay the City \$22,500 based on \$45 fee per permit. All revenue will be deposited in the Parking Fund (6004).

**Local Business Enterprise (LBE):** Not applicable.

## PARKING AGREEMENT

### Between Sutter Medical Center and the City of Sacramento for 500 parking spaces at the 20<sup>th</sup> & W and 21<sup>st</sup> & W Parking Lots

This Parking Agreement (“**Agreement**”) is made on \_\_\_\_\_, 2015, between the City of Sacramento (“**City**”), a charter municipal corporation, and Sutter Health Sacramento Sierra Region doing business as Sutter Medical Center, Sacramento (“**Licensee**”), who agree as follows:

1. **Term of Agreement.** Terms of this agreement will commence December 1, 2015. Either party may terminate this agreement pursuant to the terms in Section 7.
2. **Allocated Parking Spaces.** Upon commencement of this Agreement, City shall allocate to Licensee 500 hundred (500) un-assigned parking spaces. Payment shall be made pursuant to sections 4 and 5, below. Licensee shall pay for a minimum of five hundred (500) monthly permits throughout the term of this Agreement regardless of the amount of usage for each permit or the return of permits to City. Each permit shall be valid 6:00 a.m. Monday through mid-night Friday.
3. **Parking Lot.** The term “Lot” refers to un-assigned parking spaces located on the 20<sup>th</sup> & W and 21<sup>st</sup> & W Street surface parking lots (“Primary Lots”) and parking spaces located on the 18<sup>th</sup> & W Street surface parking lot (“Overflow Lot”). Parking spaces in the Overflow Lot will be used only when parking spaces are not available on the Primary Lot (see Attachment “A”).
4. **Authorized Parkers.** Upon commencement of this agreement, Licensee will provide City a complete list of license plates for each person authorized to park in the Lot. People may have multiple vehicles registered to park in the Lot, but at no time may a person have more than one registered vehicle park in the Lot at the same time. If more than 500 vehicles or more than one vehicle registered to an authorized person are parked at the Lot at any time, Licensee will be charged \$10 per day per excess vehicle. Un-authorized vehicles will be cited per applicable code.
5. **Compensation to City.** Licensee shall pay forty five (\$45) dollars for each permit issued to it but in no event shall Licensee pay for less than five hundred (500) parking spaces.

- (a) Payment shall be in the form of one check for all fees due and sent to:  
Parking Services Division  
300 Richards Blvd.  
2<sup>nd</sup> Floor  
Sacramento, CA 95811

(b) If full payment is not received by or on the fifth day (5<sup>th</sup>) of the month for which it is due, the total parking fee for that month will be increased 10%. Failure to make payment by the last business day of any month as required herein shall constitute a default by Licensee, and this Agreement shall be subject to termination by City for such default, pursuant to the procedures specified in section 7.

6. **Insurance Requirements.** During the term of this Agreement, Licensee shall purchase at its sole cost and expense and maintain in full force the following insurance coverage:

(a) **Commercial General Liability Insurance,** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. Licensee's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers.

Licensee shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in section 17. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

Licensee is responsible for requiring and verifying that the minimum scope and limits of insurance coverage shall be maintained by, or on behalf of, all subcontractors.

The CITY may cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement.

The above insurance requirements may be satisfied by self-insurance. A letter of self-insurance from the Licensee will be sufficient to document self-insurance.

7. **Termination.** In addition to provisions for termination specified elsewhere in this Agreement, City shall provide written notice of a violation or default to Licensee, who shall forthwith use its best efforts to take action to remedy the default or violation. In the event the Licensee fails, within ten (10) days from the date of the notice or such longer time period as may be specified by City, to take the necessary corrective action, this Agreement will terminate automatically, upon written notice from City to Licensee, provided that City may, in its discretion, extend the time for correction. The termination procedures specified above shall not apply in the event that the City determines, in its sole discretion, that an emergency situation exists, in which case City may take any action deemed

necessary by City to respond to the emergency situation. Either City or Licensee may terminate this agreement without cause or penalty by providing sixty (60) days written notice to the other party.

8. **Access to Records.** City shall have reasonable access to the parking registration records of Licensee regarding the administration of parking permits issued under this Agreement. City agrees to keep the parking registration records confidential and only use them for the administration of the parking agreement unless required to disclose them pursuant to subpoena, Public Record Act request, or other legal process.

9. **Damage to or Destruction of the Lot.**

(a) **Temporary Damage:** In the event that the Lot is temporarily damaged to such an extent that it may not be used for parking, or such that its use is so restricted that all or a portion of Licensee's issued permits may in City's reasonable judgment no longer be accommodated, City or Licensee may cancel the affected permits until such time as the damaged facilities have been restored; provided, however, that at the request of Licensee, and only to the extent that City determines, in its sole and exclusive judgment after considering the parking space requirements of other City parking customers and City employees, that space is available in another City parking facility or facilities, City shall use its best efforts to redesignate the affected permits for use at another City parking facility or facilities until the Lot is repaired, rather than cancel the affected permits. Licensee shall pay for such redesignated permits in accordance with the provisions of this Agreement. Licensee may reject any proposed redesignation of permits, in which case the affected permits shall be canceled until such time as the damaged facilities have been restored.

(b) **Destruction:** If the City is prevented or delayed, or is rendered unable to provide Licensee the parking services described in this Agreement by reason of any act of God, strike, lockout, labor trouble, restrictive governmental laws or regulations, or any other cause not the fault of the City, which removes the City's right to possess and occupy the site of the Lot for purposes of operating parking services at the Lot, the City's performance hereunder shall be excused. Nothing in this Agreement shall be construed to obligate the City to reconstruct the Lot in order to perform its obligations under this Agreement, nor shall cause an extension of the term of this Agreement.

10. **Nondiscrimination.** Licensee covenants that there shall be no discrimination against any person or group of persons on account of race, color, creed, sex, marital status, disability, national origin, ancestry, or any other basis prohibited by local, state, or federal law or regulation, in the distribution or use of permits. Any breach of this covenant shall constitute a default by Licensee, and this Agreement

shall be subject to termination by City pursuant to the procedures specified in section 8.

11. **Assignment.** Licensee's rights under the Agreement shall not be transferred or assigned, by operation of law or otherwise, without the prior written consent of City. Any attempt to transfer or assign without having first obtained such consent may, in the City's sole discretion, and without the need for procedures specified in section 9, immediately terminate this Agreement. In addition to any other relevant and reasonable conditions, City shall be entitled to condition its consent on the execution by the assignee or transferee of an agreement satisfactory in form and content to the City Attorney, under which the assignee or transferee expressly assumes the obligations specified in this Agreement. Upon full execution of such an assumption agreement, Licensee shall be released from all of its obligations hereunder which otherwise would accrue, from and after the effective date of the assumption agreement.
  
12. **Conflict.** In the event of a material conflict between any provisions of this Agreement and any rule, regulation or law enacted by any governmental agency including, but not limited to City, the County of Sacramento, the Sacramento Air Quality Maintenance District or any successor thereto, or any state or federal agency or legislative body, the enactment of the governmental agency or legislative body shall prevail and the obligations of the parties to this Agreement shall be modified accordingly. In the event that City determines that the provisions of this section would require modification of the Agreement, City shall so notify Licensee and the parties shall meet and endeavor in good faith to reach resolution of the issues.
  
13. **Subordination.** This Agreement shall be subject and subordinate at all times to the lien of any mortgage or trust deed or deeds or other evidence of obligation which may now exist upon or which may be placed upon the Lot, or any other lot which in the future is utilized as a substitute lot for parking permits issued pursuant to this Agreement. "Evidence of obligation," for purposes of this section, includes but is not limited to documents relating to any form of public financing (e.g., bonds, certificates of participation) wherein the said parking facilities or any of them are used as an asset securing the public financing in any manner. Licensee covenants that it will execute and deliver to City, or its nominee, at no cost to City and subject to no conditions or other limitations, proper subordination agreements to this effect at any time upon the request of City.

14. **Notice.** Any notice, documentation, or other communication required or desired to be given pursuant to this Agreement shall be given in writing either by personal service, by certified mail, return receipt requested, postage fully prepaid or by national overnight delivery service, to the following respective addresses:

<b>City</b>	<b>Licensee</b>
Parking Services Division City of Sacramento Attn: Parking Services Manager 300 Richards Blvd., 2nd Floor Sacramento, CA 95811	Sutter Health Sacramento Sierra Region d/b/a Sutter Medical Center, Sacramento Attn: Richard SooHoo, CFO 2801 Capital Avenue, Suite 150 Sacramento, CA 95816

The above addresses may be changed by written notice in accordance with this section.

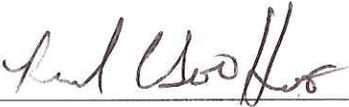
15. **Condemnation.** In the event that any portion or all of the Lot should be taken by eminent domain or acquired under the threat of the exercise of the power of eminent domain, this Agreement shall automatically, without the need for action by either party, terminate, and Licensee shall have no interest whatsoever in any proceeds from such taking payable to City, and City shall be under no legal obligation whatsoever to pay to or reimburse Licensee for any loss or damage whatsoever relating to or arising out of the taking of the structure. Provided, however, that at Licensee's request, City shall make a reasonable effort to, but shall not be under legal obligation to, provide alternate City parking facilities for some or all of the permits issued hereunder. In the event that City determines, in its sole discretion, that alternate City parking facilities are available and City agrees that such facilities may be used for some or all of the issued permits, the parties shall enter into a new and different agreement for the issuance of parking permits for such facilities. Provided, further, that Licensee shall be entitled to exercise any right it may have, in law or in equity, to independently seek compensation from the condemning agency for any of Licensee's losses or damages.
16. **Security.** The nature of any permit issued pursuant to this Agreement is that of a license, and no agency or relationship of landlord and tenant shall arise from this Agreement. City shall not be responsible for the personal security of any person or personal property in the Lot, or in any substitute or alternate facilities furnished pursuant to this Agreement or otherwise.
17. **Failure To Terminate Not A Waiver.** No failure of either party to terminate this Agreement for default upon any breach shall constitute a waiver of the right to terminate this Agreement for the same or any other default or violation subsequently occurring.

18. **Time is of the Essence.** Time is of the essence to each and every term and condition of this Agreement.
19. **Indemnity and Hold Harmless.** Each party (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other party (the “Indemnified Party”) and its directors, trustees, members, officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claim for injury or damages is caused by or results from the negligence or intentional acts or omissions of the Indemnifying Party or its directors, trustees, members, officers, employees or agents. The provisions of this Section 19 shall survive any termination of this Agreement, notwithstanding anything herein to the contrary.
20. **Third Party Beneficiaries.** Unless otherwise expressly provided, this Agreement shall not create any third-party beneficiary rights for any person or entity.
21. **Complete Agreement.** This Agreement contains all of the terms and conditions of the agreement between City and Licensee regarding use of City parking facilities.
22. **Execution.** By their signatures below, each of the following represent that they have authority to execute this agreement and to bind the party on whose behalf their execution is made.

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

LICENSEE:

Sutter Health Sacramento Sierra Region

By: 

Its: CFO

Date: 11/13/15

\_\_\_\_\_  
Federal Tax ID

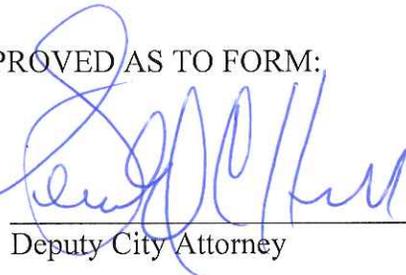
\_\_\_\_\_  
City of Sacramento  
Business Operations Tax Cert. No.

CITY:

CITY OF SACRAMENTO,  
A Municipal Corporation

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

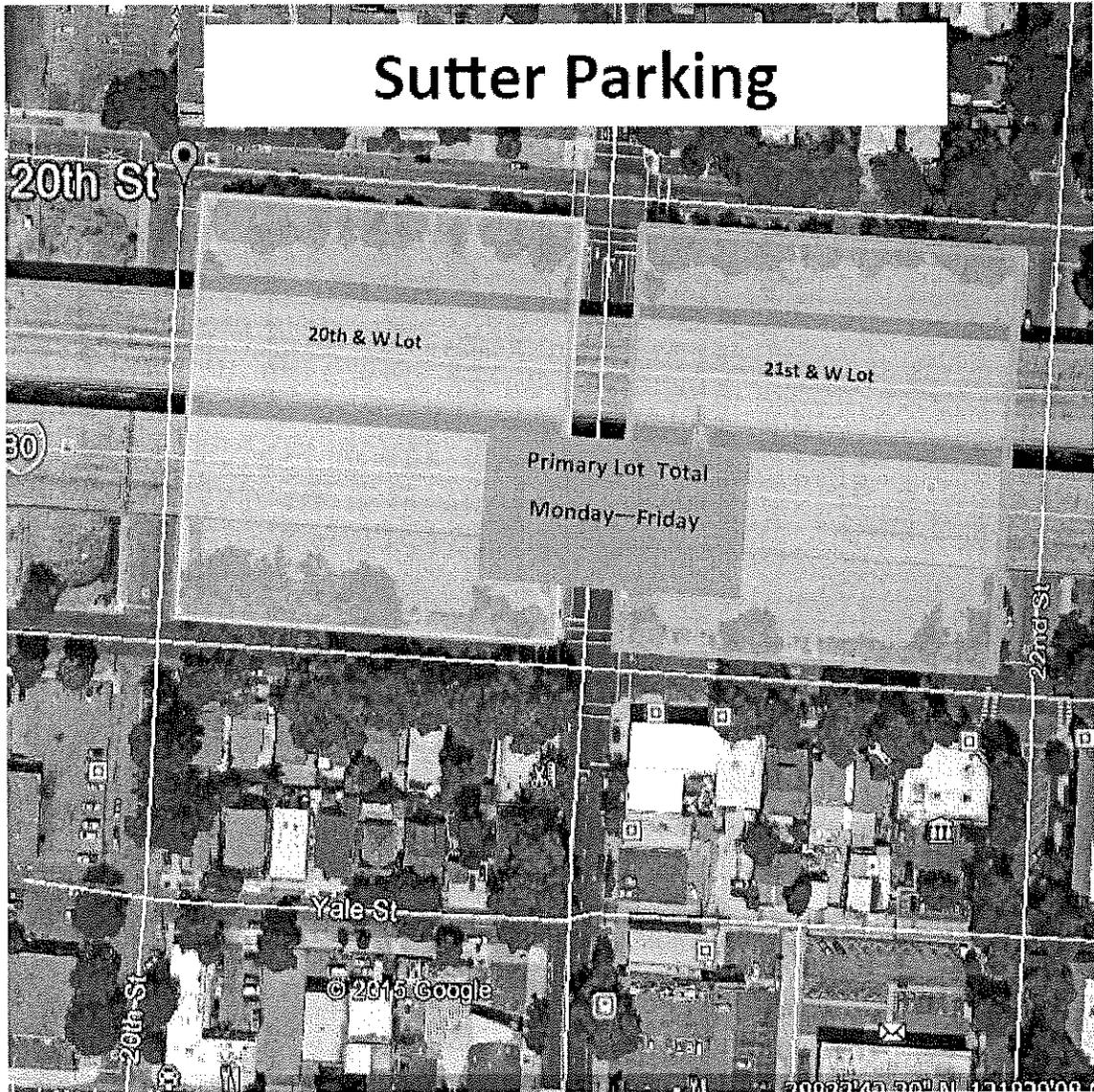
APPROVED AS TO FORM:

  
Deputy City Attorney

ATTEST:

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

ATTACHMENT A—Lot



ATTACHMENT A—Lot

