

AGREEMENT FOR PARKING ENFORCEMENT OF COUNTY PARKING LOTS

Merced County
Contract No. _____

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and the County of Merced, a Political Subdivision of the State of California, whose address of record is 2222 M Street, Merced, California 95340, (hereinafter referred to as "County").

WHEREAS, County desires to have the City Police Department provide parking enforcement coverage on all County parking lots located within the jurisdiction of the City of Merced.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. City Responsibilities:

A. The City Police Department shall extend parking enforcement coverage on County owned parking lots immediately surrounding the County Administration Building at 2222 M Street in Merced. County and City staff are authorized to expand enforcement to other County parking lots within the City's jurisdiction as mutually agreed upon.

B. Parking patrol of the above-described parking lots shall be provided by the City through the City Police Department Parking Enforcement Division on an "as time permits basis".

C. The City agrees to enforce the reserved parking areas immediately surrounding the County Administration Building if so requested through a letter from the County Executive Office. Enforcement would include verifying that the appropriate parking passes are displayed in vehicles parking in reserved spaces, as specified in the aforementioned letter. Such enforcement authority shall be on an 'as time permits' basis.

D. All parking citations shall be written on City parking citation forms.

E. The City shall give the County at least sixty 60 days advance notice of any changes regarding its fee schedule.

2. County Responsibilities:

A. County agrees to adopt an appropriate ordinance regulating parking on all County lots located within the jurisdiction of the City of Merced.

B. County shall be responsible for completing the appropriate posting, signing, and curb painting for parking control.

C. All on-going maintenance of the parking lots, postings, signings, and curb paintings shall be the responsibility of the County, at the County's sole expense.

3. Compensation: The City shall be compensated by retaining all revenues generated by each citation issued.

4. Term: This term of this Agreement shall begin on the date that the last party signs the agreement and shall continue for five years thereafter. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

5. Notices: All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and presumed delivered upon actual receipt by personal delivery or within ten (10) calendar days following deposit thereof in United States Mail.

Notices required to be given to City shall be addressed as follows:

with a copy to:

City Clerk
City of Merced
678 W. 18th Street
Merced, CA 95340

City Attorney
City of Merced
678 W. 18th Street
Merced, CA 95340

Notices required to be given to the County shall be addressed as follows:

County Executive Office
County of Merced
2222 "M" Street
Merced, CA 95340

6. Indemnification: The City shall indemnify, defend and hold harmless the County, its officers, employees and agents from and against any and all liability, expense, including defense cost, legal fees and claims for damages arising from or related to the City's intentional or negligent acts, errors, or omissions in the performance of this Agreement. The County shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all liability, expense, including defense cost, legal fees and claims for damages arising from or related to the County's intentional or negligent acts, errors, or omissions in the performance of this Agreement.

7. Release of County: Except for instances involving a breach by County of its obligations under this agreement, City hereby releases, remises, acquits and forever discharges County, its employees, agents, attorneys, and other representatives (collectively the "Released Parties") from and against any and all claims for compensation pertaining, directly or indirectly, to the parking enforcement coverage on all County parking lots located within the jurisdiction of the City of Merced.

8. Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

9. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Authority And Execution: This Agreement shall have no force or effect unless and until the County Board of Supervisors has granted its approval, which approval shall be obtained prior to County's execution of this Agreement.

11. Entire Agreement: This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with the respect to the parking enforcement coverage on all County parking lots located within the jurisdiction of the City of Merced. No addition or modification of any term or

provision shall be effective unless set forth in writing and signed by both City and County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal Corporation

By: _____
City Manager

Date: _____

ATTEST:
CITY CLERK

By: _____
Assistant/Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: K. R. Aguiar
City Attorney

Date: 2/8/16

ACCOUNT DATA:

By: _____
Verified by Finance Officer

Date: _____

COUNTY OF MERCED

By: H. B. Walsh, Jr.
Hubert "Hub" Walsh, Jr., Chairman
Board of Supervisors

Date: JAN 12 2016

APPROVED AS TO LEGAL FORM

Merced County Counsel

By: James N. Fincher
James N. Fincher

Date: 1/8/16