

**COOPERATIVE AGREEMENT BETWEEN THE
CITY OF REDWOOD CITY AND THE COUNTY OF SAN MATEO
FOR PUBLIC USE OF THE COUNTY OF SAN MATEO
PARKING STRUCTURE AND PARKING LOT
LOCATED AT MIDDLEFIELD ROAD AND VETERANS BOULEVARD
IN THE CITY OF REDWOOD CITY**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2003, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County") (collectively the "Parties").

RECITALS

A. The Parties recognize the importance of developing an active and successful Redwood City downtown ("Downtown").

B. The Parties also recognize that appropriate and adequate vehicle parking is an important component for the development of an active and successful Downtown.

C. The County maintains a Downtown parking structure generally located at Middlefield Road and Veterans Boulevard in City for County use (the "Parking Structure") and an at grade parking lot located behind the Parking Structure and currently used for juror parking (the "Parking Lot")

D. The City of Redwood City Redevelopment Agency (the "Agency") assisted the County in the financing of the Parking Structure by contributing one million two hundred fifty thousand dollars (\$1,250,000).

E. On December 9, 2002, the City and the Agency approved a restated Disposition and Development Agreement for the construction of a retail/cinema complex

located in the Downtown which requires additional on and off street vehicle parking options.

F. Also on December 9, 2002, the City and Agency approved the payment for, and construction of, an approximately five hundred and ninety (590) space Downtown public parking structure (the "Jefferson Garage") to be generally located at the 2100 block of Broadway, bounded by Broadway, Jefferson Avenue and Middlefield Road.

G. The Parties recognize the importance of intergovernmental cooperation as they have collaborated on many projects in the past; hence a program of shared vehicle parking is another example of this cooperation.

H. The County wishes to now make portions of the Parking Structure and the Parking Lot available to the City for public use subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Use of the Parking Structure and the Parking Lot. The Parties agree that the Parking Structure and the Parking Lot may be used in accordance with this Agreement and the terms and conditions contained in the attached Exhibit "A" which is incorporated herein by this reference.

2. Term. The initial term of this Agreement will be for ten (10) years commencing on _____, 2003. At the City's option, the Agreement may be extended for seven (7), five (5) year periods by providing written notice to County.

3. Termination. County and City will each have the right to terminate this Agreement upon the provision of two (2) year's prior written notice to the other Party. For Years One (1) through Five (5) this termination notice will be provided two (2) years prior to the termination date. For Years Six (6) through Ten (10) this termination notice will be provided one (1) year prior to the termination date. Should this Agreement be extended beyond Year Ten (10), any termination notice will be provided six (6) months prior to the termination date. Notice of termination may be given immediately in the case of material breach by the other Party of this Agreement's terms.

4. Assignment to Agency. Upon written notice to County, City may assign its rights and obligations under this Agreement to the Agency.

5. Relationship of the Parties. It is understood that this is an Agreement by and between independent parties and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent parties.

6. Non-Discrimination. City hereby warrants and agrees, in connection with the performance of this Agreement, that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, physical disability, or national origin.

7. Hold Harmless. City will indemnify and hold harmless County from all claims, suits or actions resulting from the acts or omissions of City relating to its duties under this Agreement. County will indemnify and save harmless City from all claims, suits or actions resulting from the acts or omissions of County related to its duties under this Agreement. The duty of the Parties to indemnify and save harmless as set forth

herein, will include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Insurance. The Parties are responsible for the maintenance of insurance to provide protection in the amount of at least one million dollars (\$1,000,000) for any claims pursuant to Section 7 (Hold Harmless) of this Agreement. Each insurance policy, if applicable, will be carried by a company authorized and admitted to do business in the State of California and which is financially responsible and capable of fulfilling the requirements of such policies. Each policy will name the other Party as an additional insured. Each policy will be in such form and contain such provisions as are generally considered standard for the type of insurance involved and will contain a provision to the effect that the insurer will not cancel or substantially modify the policy provisions without first giving at least thirty (30) days written notice thereof to the other Party. In lieu of insurance policies, the Parties may provide evidence that they are self-insured in an amount sufficient to provide protection for any claims pursuant to Section 7 (Hold Harmless) of this Agreement.

9. Notices. The names and addresses of the persons who are authorized to give written notice or to receive written notice on behalf of the Parties under this Agreement are as follows:

To City: City Manager
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063

To County: County Manager
County of San Mateo
400 County Center
Redwood City, CA 94063

Each Party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or understandings, oral or in writing and signed by the Parties with respect to the provision of parking, within the Parking Structure and on the Parking Lot, for the general public subject, however, to any general rules and regulations concerning use of the Parking Structure and the Parking Lot which may be adopted by the County, but which said rules and regulations will not materially interfere with City's use and enjoyment of the Parking Structure and Parking Lot.

11. Severability. If any covenant, restriction or provision contained in this Agreement will, to any extent, be found invalid or unenforceable, the remainder of this Agreement (or the application of such covenant, restriction or provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) will not be affected thereby, and each covenant, restriction or provision and condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.

12. Governing Law/Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California and any suit or action initiated by either Party will be brought in the County of San Mateo, California.

13. Conflict. In the event of a conflict between any of the provisions of this Agreement or its Exhibit(s), the more stringent provisions, whether in this Agreement or Exhibit(s), will apply.

14. Waiver. Failure to enforce this Agreement or to seek redress for the breach of, or default in, performance under this Agreement will in no way constitute a wavier of the right to enforce this Agreement or to seek redress for the breach thereof.

15. Remedies. This Agreement will not be construed to limit the legal rights and remedies available to either Party to the extent that such rights and remedies are not inconsistent with the provisions of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but which together will constitute a single document.

17. Authority. The individuals executing this Agreement on behalf of County and City each represent and warrant that they have the legal power, right and actual authority to bind County and City to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year first above written.

COUNTY:

COUNTY OF SAN MATEO
a political subdivision of the State of California

By: _____
President, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

CITY:

CITY OF REDWOOD CITY
a charter city and municipal corporation
of the State of California

By: _____
Ed Everett, City Manager

ATTEST:

Patricia Howe, City Clerk

EXHIBIT A
TERMS AND CONDITIONS

A. City Hours of Operation. City Hours of Operation of the Parking Structure and the Parking Lot will be every Friday commencing at 4:00 p.m. and ending each Monday at 2:00 a.m. as well as all County holidays. A list of the County holidays is attached to the Agreement as Exhibit "B." The list of County holidays may be amended from time to time by County so long as City receives said amended list at least thirty (30) days prior to implementation.

Further, City Hours of Operation will include access to the Parking Spaces fifty (50) additional weeknights per year from 6:30 p.m. to 2:00 a.m. of the following day. City will provide at least ten (10) days advance notice in writing to County of a specific weeknight date for which access to the Parking Structure and Parking Lot is required. With County Manager approval, the number of weeknights available to City may be increased provided that this additional City use does not interfere with County use of the Parking Structure and Parking Lot.

B. Number of Parking Spaces. *Approximately six hundred forty-six (646)* spaces located on levels one (1) through (5) in the Parking Structure and one hundred fifty-one (151) at grade spaces in the Parking Lot (collectively, the "Parking Spaces"). County cannot guarantee the availability to City of all of the Parking Spaces. Any unused spaces will, pursuant to the terms of this Agreement, be made available to the City for use by the general public during the City Hours of Operation.

C. Location of Parking Spaces. The Parking Spaces will be located at or above grade.

D. Key System. City will, at its own cost, reprogram or replace the existing entry/exit vehicle gates as necessary and ensure that they are compatible with the existing County key system.

E. Expenses. For the City Hours of Operation, City will pay a prorated share of the total amount of lighting and elevator maintenance costs. Prorated costs will include replacement of lights and ballasts as necessary. The prorated share will be the number of City Hours of Operation in a given month divided by the total number of hours in that month.

F. Emergency Elevator Service. City will pay the County for all costs of emergency service calls for elevator service at the Parking Structure during the City Hours of Operation. Such costs will not include replacement costs for faulty or defective equipment.

G. Security. City will patrol the Parking Structure and the Parking Lot with the same level of services as provided at City parking structures and parking lots.

H. Rules and Regulations. During the City Hours of Operation, City may, from time to time, adopt and/or amend rules and regulations relating to public use of the Parking Structure and the Parking Lot, including the operation or implementation of a validation and/or payment system. These rules and regulations shall not apply to the use of the Parking Structure and the Parking Lot by County. City may not adopt a validation or payment system without first coming to an agreement with County about allocation of revenues from such a system.

I. Cleaning. City will cause the Parking Spaces to be swept every other week on Sunday evening or, if the following Monday is a County Holiday, that Monday evening, as well as on all other County Holidays. Further, the City will, twice a year, power-wash the Parking Spaces, using a method which comports with County guidelines.

J. Abandoned Vehicles. County, at City's expense, will have towed any abandoned vehicles not identified as a vehicle owned or operated by a County employee left in the Parking Spaces each Monday after 2:00 a.m. or, if the following Monday is a County Holiday, no later than 2:00 a.m. the following Tuesday morning. County, at City's expense, will also have towed any abandoned vehicles not identified as a vehicle owned or operated by a County employee left in the Parking Spaces on any County Holiday not occurring on a Monday, no later than 2:00 a.m. the following morning. If City has access to the Parking Spaces on a weeknight other than a County Holiday, County, at City's expense, will have towed any abandoned vehicles not identified as a vehicle owned or operated by a County employee left in the Parking Spaces no later than 2:00 a.m. the following morning.

EXHIBIT B
COUNTY HOLIDAYS

New Year's Day

Martin Luther King, Jr.'s Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day After Thanksgiving

Christmas