

PARKING MAINTENANCE AGREEMENT

This **PARKING MAINTENANCE AGREEMENT** ("Maintenance Agreement") is entered into this 22nd day of November, 2013, by the **CITY OF RIVERSIDE**, a California charter city and municipal corporation ("City"), and **RIVERSIDE COMMUNITY COLLEGE DISTRICT**, a public entity ("RCCD").

RECITALS

A. The City currently owns and operates the parking facility commonly known as Fox Entertainment Plaza - Garage 7, situated in the City of Riverside, County of Riverside, State of California, and legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

B. The City and RCCD entered into a Purchase, Sale and Use Agreement (the "Purchase Agreement") on October 11, 2011, for purchase of 100 parking spaces ("Spaces") on Levels 3 and 4 of the Property.

C. Pursuant to the terms of the Purchase Agreement, the Parties agreed to enter into a maintenance agreement ninety (90) days before RCCD occupied the Spaces.

NOW, THEREFORE, the Parties hereto mutually agree to the following terms:

1. TERM. This Maintenance Agreement shall commence on the date it is fully executed, and remain in effect as long as RCCD, its successor, or assignee possesses any interest under the Purchase Agreement.

2. PAYMENT.

(a) RCCD shall make annual maintenance payments due on July 1st of every year. The first maintenance payment shall be due upon the initial payment of purchase, prorated for the remaining term of the July 1 to June 30th fiscal year, and annual, payments shall be made on July 1, every year thereafter, and shall be in the initial amount of Fifteen Thousand Nine Hundred Fifty Eight Dollars (\$15,958). Thereafter, the annual amount shall increase based on the consumer price index.

3. MAINTENANCE.

(a) City, or its contractor(s), shall maintain the Property. City shall have the right to abate nuisance or illegally parked vehicles. City shall provide all enforcement services within the Property, including the designated parking Spaces for RCCD. City may hire a private operator to manage, operate, and or maintain the Property.

(b) In addition to any parking rules and regulations that City may adopt, City shall have the right to tow any vehicle which (1) is not authorized to park in a parking stall, or (2) prevents City's designees from parking in a parking stall. RCCD and its employees, invitees,

guests, and permittees shall observe and comply with any parking rules and regulations that may be established by the City.

(c) City shall keep the Property in good and clean conditions at all times and in compliance with all federal, state and local laws, ordinances, rules, codes and regulations including but not limited to fire, health and safety. City shall maintain the exterior and interior of the Property. Specifically, striping for individual parking stalls shall be repainted as necessary in order to assure proper visibility to all users of the Property. Exterior landscaping shall be adequately irrigated and trimmed so as to maintain a neat and attractive appearance. All lights within the Property shall be installed and maintained so as to provide adequate lighting throughout.

(d) The entrance to the Property shall be equipped with an access control system. City shall maintain the revenue control and access equipment.

4. INSURANCE. City and RCCD are both self-insured and shall maintain general liability coverage in the minimum amounts of \$1,000,000 per incident and \$2,000,000 aggregate for the Property. RCCD shall also be required to maintain, at all times, appropriate property insurance for the Spaces and the use of the Property's Common Area. Each party shall name the other as an additional insured and shall provide said endorsement.

5. INDEMNIFICATION. The parties mutually agree to indemnify, defend, and hold harmless each other, their Trustees, Councilmembers, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with, their performance of this Agreement for the active negligence and willful acts or omissions of their Trustees, Councilmembers, officers, agents and employees.

6. NOTICE. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

City:

City of Riverside
Public Works Department
3900 Main Street
Riverside, California 92522

RCCD:

Riverside Community College District
Chancellor's Office
Riverside Community College District Offices
1533 Spruce Street, Suite 210
Riverside, CA 92507

7. ATTORNEY'S FEES. In the event of any legal action hereunder, the prevailing party shall be entitled to recover, and the other party agrees to pay, reasonable attorneys' fees, expenses and the costs as the court may determine.

8. TIME OF THE ESSENCE. Time is of the essence of each of the terms, covenants and conditions of this Maintenance Agreement.

9. ENTIRE AGREEMENT. This Maintenance Agreement contains the entire agreement of the Parties hereto with respect to the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to this transaction are merged in this Maintenance Agreement, which alone expresses the Parties' rights and obligations. No prior agreements or understandings not contained herein shall be binding or valid against either of the Parties hereto.

10. MODIFICATION. Any amendments or modifications to this Maintenance Agreement must be in writing and executed by all the parties to this Maintenance Agreement.

11. GOVERNING LAW. This Maintenance Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Maintenance Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Maintenance Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Maintenance Agreement. As used in this Maintenance Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

12. SEVERABILITY. If any term, provision, condition or covenant of this Maintenance Agreement or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Maintenance Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. AUTHORITY TO EXECUTE. Each individual executing this Maintenance Agreement on behalf of a partnership or corporation represents and warrants that he or she is duly authorized to execute and deliver this Maintenance Agreement on behalf of such partnership or corporation in accordance with the authority granted under the formation documents of such entity, and, if a corporation, by a duly passed resolution of its governing board, that all conditions to the exercise of such authority have been satisfied, and that this Maintenance Agreement are or will be binding upon such entity in accordance with their respective terms.

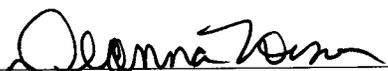
14. COUNTERPARTS. This Maintenance Agreement, including any exhibits attached hereto, may be executed by the Parties hereto in several counterparts, each of which shall be deemed to be an original copy.

15. EXHIBITS. Exhibits attached hereto are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, this Maintenance Agreement shall be effective on the date listed above as if signed by all parties.

CITY OF RIVERSIDE

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: 
City Manager *16*

By: 
Aaron S. Brown *10-19-13*
Its: Vice Chancellor, Business &
Financial Services

Attest:

By: 
Colleen J. Nichol
City Clerk

By: _____
Name:
Its:

Approved as to form:

By: 
Anthony Beaumon
Deputy City Attorney

EXHIBIT "A"

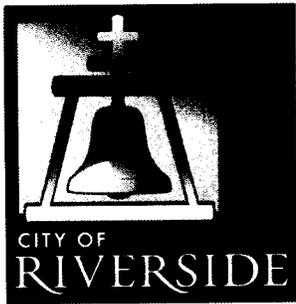
Fox Entertainment Plaza Garage 7

POR. APN'S 213-221-001, -002, -003, -008, & -009

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 128.0 FEET OF BLOCK 6, RANGE 8 AS SHOWN ON MAP OF THE TOWN OF RIVERSIDE ON FILE IN MAP BOOK 7 PAGE 17 THEREOF, RECORDS OF SAN BERNARDINO COUNTY CALIFORNIA

COUNCIL/AGENCY MEMBERS



**CITY COUNCIL,
SUCCESSOR AGENCY,
AND HOUSING AUTHORITY
MINUTES**

TUESDAY, NOVEMBER 19, 2013, 2 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

City of Arts & Innovation

GARDNER	MELLENDRIZ	GUTIERREZ	DAVIS	MARTHUR	PERRY	ADAMS
1	2	3	4	5	6	7

Post-Release Accountability and Compliance Team; (2) acceptance of California Board of State and Community Corrections grant funds in the amount of \$200,000 for equipment costs related to the West Post-Release Accountability and Compliance Team; and (3) authorized a supplemental appropriation in the amount of \$400,000 to be offset by revenue in the same amount to an account as established by the Finance Department for equipment costs related to the West Post-Release Accountability and Compliance Team.

CALIFORNIA EMERGENCY MANAGEMENT AGENCY GRANT - SUPPLEMENTAL APPROPRIATION

The City Council authorized (1) acceptance of grant funds in the amount of \$70,139 from the California Emergency Management Agency for digital X-ray system and bomb technician training; (2) an increase in revenues in the amount of \$70,139 and appropriated expenditures in the same amount to a project account as assigned by the Finance Department; and (3) the City Manager, or his designee, to execute all necessary grant agreement documents, grant assurances between the County of Riverside Office of Emergency Services regarding use of the 2013 Homeland Security Grant Program funding, and make non-substantive changes in documents associated with the grant.

THIRD SUPPLEMENT TO COST SHARING AGREEMENT - WESTERN MUNICIPAL WATER DISTRICT

The City Council approved the Third Supplement to Cost Sharing Agreement with Western Municipal Water District for on-going planning and design work associated with the Active Recharge Project.

AGREEMENT AMENDMENT - "A" STREET (FAIRWAY DRIVE) IMPROVEMENTS

The City Council (1) approved the First Amendment to Agreement with the County of Riverside authorizing the County to exercise the power of eminent domain on behalf of the City for design and construction of "A" Street (Fairway Drive) between McAllister Parkway and Van Buren Boulevard; and (2) authorized the City Manager, or his designee, to execute the agreement.

PARKING MAINTENANCE AGREEMENT - FOX PLAZA GARAGE - FAIRMOUNT AND SIXTH

The City Council approved the Parking Maintenance Agreement with Riverside Community College District (RCCD) for 100 parking spaces being acquired by RCCD in the Fox Plaza Garage (Garage 7) located at the corner of Fairmount Boulevard and Sixth Street.

WARDS

Disqualified

X

DATE: November 5, 2013

CONTRACTOR: Riverside Community College District

DESCRIPTION: Parking Maintenance Agreement

DEPARTMENT: Public Works

DEPT. HEAD APPROVAL:



RECEIVED

NOV - 6 2013

City of Riverside
City Clerk's Office

RECEIVED

NOV - 8 2013

City of Riverside
City Clerk's Office

RETURN TO EVA MIRAMONTES , EXT. 4276, CITY CLERK'S OFFICE