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**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**


**FROM:** Executive Office and Department of Facilities Management


**SUBMITTAL DATE:**  
May 22, 2008

**SUBJECT:** Memorandum of Understanding between the County of Riverside and the City of Riverside for Parking in the Downtown Riverside Area

**RECOMMENDED MOTION:** That the Board of Supervisors approve the Memorandum of Understanding (MOU) between the County of Riverside and the City of Riverside for parking in the Downtown Riverside Area.

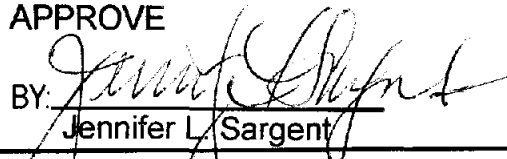
**BACKGROUND:** As parking has become a premium within the downtown Riverside area, the County and City of Riverside wish to enter into a Memorandum of Understanding (MOU) which outlines the usage of parking facilities. (Continued)

  
\_\_\_\_\_  
Gary M. Christmas, Deputy Executive Officer  
Executive Office


  
\_\_\_\_\_  
Robert Field, Director  
Department of Facilities Management

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ -0-	<b>In Current Year Budget:</b>	N/A
	<b>Current F.Y. Net County Cost:</b>	\$ -0-	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ -0-	<b>For Fiscal Year:</b>	07/08

<b>SOURCE OF FUNDS:</b> N/A	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
\_\_\_\_\_  
County Executive Office Signature Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL  
BY:   
GORDON V. WOO  
DATE: 6/2/08

Reviewed by  
CIP TEAM  
  
Christopher Hians  
Department

Dep't Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: | District: 2 | Agenda Number:

3.6

**BACKGROUND:** (Continued)

Key provisions of the MOU include:

- County and City will continue to pay for the trolley service to transport jurors;
- Lot 33, located at the corner of Third Street and Market Street in Riverside, will be provided by the City for juror parking – jurors that park in the 12<sup>th</sup> Street parking structure will be directed to Lot 33;
- City will continue to utilize up to 200 parking spaces in the 12<sup>th</sup> Street parking structure

The County and City both recognize the importance of working in a cooperative fashion to provide parking to downtown area visitors and, subject to Board of Supervisors and City Council approval, this MOU provides maximized parking efficiency.

If all of the measures of the MOU are fully implemented, the proposed MOU should allow the county to defer the construction of a new parking structure for approximately five years.

It should be noted that although jurors will be re-directed to Lot 33, there is no net loss of parking spaces for jurors and that the trolley service will serve this lot as well as the county-funded parking spaces for jurors at various church lots in the nearby vicinity.

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**COUNTY OF RIVERSIDE**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF RIVERSIDE AND THE COUNTY OF RIVERSIDE,  
DEPARTMENT OF FACILITIES MANAGEMENT AND EXECUTIVE OFFICE  
REGARDING PARKING IN THE DOWNTOWN RIVERSIDE AREA**

**WHEREAS**, this Memorandum of Understanding (MOU) is made and entered into this 10th day of June, 2008, by and between the City of Riverside, hereinafter referred to as "City," and the County of Riverside Department of Facilities Management, hereinafter referred to as "County," collectively referred to hereinafter as the "Parties;"

**WHEREAS**, the purpose of this MOU is to outline the Parties' respective responsibilities regarding the parking in the downtown Riverside area;

**WHEREAS**, the Parties desire to enter into a series of property-related actions to further the Parties' delivery of governmental services in the downtown Riverside area. The MOU which follows serves to memorialize certain anticipated mutual actions which the Parties intend to take to their governing bodies for implementation;

**NOW, THEREFORE, BE IT RESOLVED**, determined and ordered that for the mutual promises contained herein, the parties do hereby agree as follows:

**RESPONSIBILITIES OF THE PARTIES:** The responsibilities of each of the Parties pursuant to this MOU shall consist of the following:

1. Lime and 9<sup>th</sup> Street County Parking: City will transfer to the County parking use rights on this lot and to the former Brown's Engine Works lot to the north. City at City's sole cost shall pave, stripe and light the property for County's parking use. County will install signage on the lots for its exclusive use and will enforce parking regulations at this location. City will allow the County's continued parking upon the property under a lease or similar use agreement until such time that the site is required for development. City shall consider delayed development if a proposed shift of the present north street 91 freeway transition road appears to negatively affect County's employee lots on Lime Street. County will maintain and insure the lot. County shall have a ninety (90) day notice of the City's planned development of said site.
2. 12<sup>th</sup> Street Parking Structure: The City is currently entitled to utilize up to 200 parking spaces in the 12<sup>th</sup> Street parking structure. The City shall continue to enjoy the use of the 200 parking spaces during the term of its lease for the Riverside Police Department building to the north. The City shall continue to pay whatever monthly parking fee is in place as adopted by the County of Riverside Board of Supervisors. Any subsequent fee increase authorized by the Board of Supervisors for the parking structure shall apply to the City-paid cards.

1 3. Lot 33 (located at the corner of Third Street and Market Street): The City will  
2 provide Lot 33 for parking preferentially for jurors. Any lot repair and/or  
3 maintenance shall be provided at the City's cost. The minimum number of  
4 parking spaces provided to jurors shall be 270. The City shall install signage  
5 and provide any required staffing related to operation of lot 33.

6 4. Trolley Service: The County and City agree to pay for the trolley service for  
7 jurors for five (5) years or until a court parking structure is constructed and in  
8 use, whichever occurs first.

9 **ASSIGNMENT:** Neither this MOU, nor any clause or provision contained herein may be  
10 assigned, transferred or released without the express written consent of the Parties  
11 hereto.

12 **CHANGES OR MODIFICATIONS:** No part of this MOU may be modified, altered,  
13 amended, waived or changed without express written consent of the Parties.

14 **ENTIRE MOU:** This MOU contains the understandings between the Parties. There are  
15 no oral understandings, terms, conditions or promises and no party has relied upon any  
16 representations, express or implied, not contained in this MOU.

17 **NOTICES:** Any notices required or desired to be served by any party upon any other  
18 party shall be addressed to the respective personnel set forth below:

19 County of Riverside  
20 Department of Facilities Management  
21 Director  
22 3133 Mission Ave  
23 Riverside, CA 92507

24 City of Riverside  
25 City Manager  
3900 Main Street  
Riverside, CA 92502

County of Riverside  
Executive Office  
Deputy County Executive Officer  
4080 Lemon St.  
4<sup>th</sup> Floor  
Riverside, CA 92501

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1 **IN WITNESS WHEREOF**, this MOU is hereby mutually approved by the Parties  
2 as of the date specified above.

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4 **RECOMMENDED FOR**

5 **APPROVAL BY:**

6  
7 \_\_\_\_\_  
8 Robert D. Field, Director  
Facilities Management

\_\_\_\_\_ Date

9  
10 \_\_\_\_\_  
11 Brad Hudson, City Manager  
City of Riverside

\_\_\_\_\_ Date

12  
13 \_\_\_\_\_  
14 Gary M. Christmas  
Deputy County Executive Officer

\_\_\_\_\_ Date

15 **Approved as to Form:**

16 Joe S. Rank  
County Counsel

Riverside City Attorney

17  
18 By: Gordon V. Woo 6/2/08  
19 Gordon V. Woo  
20 Deputy County Counsel

By: \_\_\_\_\_

21 **COUNTY OF RIVERSIDE**

22 **ATTEST:**  
23 **NANCY ROMERO**  
Clerk of the Board

By: \_\_\_\_\_  
Chairman, Board of Supervisors

24  
25 By: \_\_\_\_\_

**ATTEST:**  
City Clerk

**CITY OF RIVERSIDE**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor