

ORIGINAL

**LETTER OF AGREEMENT
BETWEEN
THE CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT
AND
DOWNTOWN ALAMEDA BUSINESS ASSOCIATION**

MONTHLY PARKING PERMIT ADMINISTRATION IN CITY OWNED LOT C

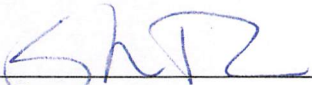
The City of Alameda Public Works Department (hereinafter "Public Works") and the Downtown Alameda Business Association (hereinafter "DABA") agree as follows:

1. Effective June 4, 2019, DABA is hereby designated as administrator of the monthly parking permits for City public parking lot "C".
2. This Agreement may be mutually extended on a year-by-year basis, for up to five (5) additional years, based on satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs as the existing Agreement, except as provided herein.
3. In its capacity as administrator, DABA is hereby authorized and agrees to perform all of the following:
 - 3.1 Issue monthly parking permits in the manner proscribed herein;
 - 3.2 Collect \$60 for each monthly permit issued;
 - 3.3 Deposit the funds received from the sale of monthly permits on or before the 5th business day of each month with Public Works;
 - 3.4 Return all unsold monthly permits to Public Works on or before the 5th business day of each month;
 - 3.5 Provide Public Works with the following reports:
 - 3.5(a) Monthly reports showing the participants in the monthly parking program. The reports shall include the number of participants and the name and telephone number of each person issued a permit; and
 - 3.5(b) Quarterly reports describing the operation of the monthly parking program during the preceding quarter. The reports shall include the DABA Board recommendations for changes to the monthly parking program such as, but not limited to, the number of permits recommended for each lot, the permit price, the meter hourly rate, and the effective hours of operation; and
 - 3.5(c) Notwithstanding other requirements, DABA shall promptly notify Public Works if any problems arise in the course of administering the monthly parking program.
4. Public Works agrees to facilitate DABA's administration of the monthly program and compensate DABA as follows:
 - 4.1 Provide DABA with the monthly permits no later than the 4th business day preceding the 1st business day of every month; and
 - 4.2 Pay DABA on a quarterly basis an amount not to exceed \$300 per month in consideration for its services exclusive of reasonable out-of pocket expenses authorized in writing by Public Works; and
 - 4.3 Respond to issues raised in DABA quarterly reports within 45 days of the receipt of these reports.

5. In performing under this agreement, it is agreed that DABA staff functions as an independent contractor and is not employed by the City of Alameda.
6. DABA may not charge participants in the monthly parking program any money other than the monthly permit fee set by this agreement.
7. The terms of this agreement apply only to the administration of the monthly parking program and do not imply a similar relationship for any other program or City department.
8. DABA will indemnify, defend and hold harmless the City (its City Council, boards and commissions, officers and employees) from any and all claims, demands or lawsuits arising from or in any manner connected to DABA's administration of the monthly parking program.
9. DABA shall not use the name, seal, or logo of the City of Alameda in the context of administering the monthly parking program in any publication, advertisement, or news release without prior written approval of Public Works; and,
10. This agreement may be terminated by either party at any time for any reason, and unless extended, it shall terminate of its own accord on June 30, 2020.

Downtown Alameda Business Association

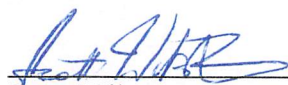
City of Alameda Public Works



Steve Busse
President


Liam Garland
Public Works Director

Recommended for Approval



Scott Wikstrom
City Engineer

Approved as to Form:



Lisa Maxwell
Assistant City Attorney

Date: 5.9.19