



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 5.h

Meeting Date: December 6, 2021

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: 

TOPIC: MEMORANDUM OF AGREEMENT WITH THE COUNTY OF MARIN TO MAINTAIN BAYSIDE PARK

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH MARIN COUNTY DEFINING MAINTENANCE RESPONSIBILITIES FOR BAYSIDE PARK

RECOMMENDATION: Adopt the resolution.

BACKGROUND: The City of San Rafael and the County of Marin share maintenance responsibilities for various portions of the Point San Pedro Road right-of-way because this road travels through both City and County jurisdictions. One portion of the road between Bayview Drive and Main Drive is within the jurisdiction of the County. Bayside Park is at the eastern edge of the County jurisdiction. In past years, both the City and the County have had maintenance responsibility for the park.

ANALYSIS: The County recently made a significant capital improvement investment in Bayside Park and the County desires to take over the maintenance of the park to ensure that the investment made is adequately maintained in the future. The County has produced a new Memorandum of Agreement to clearly define the responsibilities of both the City and County as it relates to maintenance. In the agreement, the County will maintain the park in its entirety and the City will allow the submetering of water to support the irrigation of the park. The County will reimburse the City for the water used. City staff supports this clarification of responsibilities and seeks Council approval of the Memorandum of Agreement.

FISCAL IMPACT: City Council approval of the Agreement would have a negligible financial impact. Prior to the recent capital investment in the park by the County, the County was providing maintenance of the park. The City is expected to allow access to our meter and staff will provide water cost calculations and will bill the County regularly to pay for the cost of water.

OPTIONS:

- Adopt the resolution and authorize the Mayor to sign the Memorandum of Agreement as recommended;

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

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- Accept the report with modifications and adopt the Resolution with amended findings; or
- Reject the report and do not adopt the Resolution.

RECOMMENDED ACTION: Adopt the resolution.

ATTACHMENT:

- A. Resolution Approving and Authorizing the Mayor to Sign a Memorandum of Agreement with Marin County Defining Maintenance Responsibilities for Bayside Park
- B. Memorandum of Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH MARIN COUNTY DEFINING MAINTENANCE RESPONSIBILITIES FOR BAYSIDE PARK

WHEREAS, the City of San Rafael (City) and the County of Marin (County) share maintenance responsibilities for various portions of the Point San Pedro Road right of way because this road travels through both City and County jurisdictions: and

WHEREAS, one portion of the road between Bayview Drive and Main Drive is within the jurisdiction of the County and Bayside Park is at the eastern edge of the County jurisdiction; and

WHEREAS, in past years, both the City and the County have had maintenance responsibility for the park; and

WHEREAS, the County recently made a significant capital improvement investment in Bayside Park and the County desires to take over the maintenance of the park to ensure that the investment made by the County is adequately maintained in the future; and

WHEREAS, the County has produced a new Memorandum of Agreement to clearly define the responsibilities of both the City and County as it relates to maintenance; and

WHEREAS, the agreement states that the County will maintain the park in its entirety and the City will allow the submetering of water to support the irrigation of the park and the County will reimburse the City for the water used; and

WHEREAS, City staff supports this clarification of responsibilities and seeks Council approval of the Memorandum of Agreement; and

WHEREAS, City Council approval of the Agreement would have a negligible financial impact;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES
as follows:

1. The Council hereby approves and authorizes the Mayor to execute a Memorandum of Understanding with the County to clearly define the maintenance responsibilities for Bayside Park as defined above in the form included with the staff report supporting this resolution, subject to final approval as to form by the City Attorney.
2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 6th day of December 2021, by the following vote, to wit:

AYES: **COUNCILMEMBERS:**

NOES: **COUNCILMEMBERS:**

ABSENT: **COUNCILMEMBERS:**

LINDSAY LARA, City Clerk

MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF MARIN

AND

CITY OF SAN RAFAEL

This Memorandum of Agreement (“AGREEMENT”) is made and entered into this 14th day of December 2021, by and between the County of Marin, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and City of San Rafael, a municipal corporation of the State of California (hereinafter referred to as “CITY”), collectively the “PARTIES.”

RECITALS

WHEREAS, COUNTY manages and maintains approximately 0.60 acres of public road right-of-way for public enjoyment along Point San Pedro Road in San Rafael, California known as Bayside Park (hereinafter referred to as “PARK AREA”), and further described in Exhibit “A”; and

WHEREAS, COUNTY and CITY entered into an agreement on August 24, 1976 to provide maintenance of landscaping and irrigation for the PARK AREA and other areas located within the right-of-way of Point San Pedro Road (PREVIOUS AGREEMENT); and

WHEREAS, the terms of the PREVIOUS AGREEMENT are no longer relevant; and

WHEREAS, COUNTY and CITY wish to enter into this new agreement to provide maintenance of landscaping and irrigation of the PARK AREA; and

STATEMENT OF AGREEMENT

NOW, THEREFORE, the PARTIES agree as follows:

1. This AGREEMENT shall supersede and replace the PREVIOUS AGREEMENT made on August 24, 1976 in its entirety.
2. The landscape and irrigation systems to be maintained pursuant to this AGREEMENT are located at Bayside Park, shown on Exhibit A.
3. COUNTY shall be responsible for administering all maintenance of said landscape and irrigation systems and will possess all powers of COUNTY and CITY necessary to effectuate the purposes of this AGREEMENT.
4. COUNTY will perform maintenance work either with its own forces or by contract.
5. Water for irrigation of PARK AREA will be provided by CITY water meter. CITY will pay all costs to provide and maintain water meter including staff time required to fulfill the terms of this AGREEMENT.
6. COUNTY will install and maintain a sub-water meter within the PARK AREA.
7. Costs of maintenance of landscaping and irrigation will be paid for by COUNTY including all water required for irrigation and PARK AREA maintenance downstream of sub-meter.
8. CITY agrees to furnish a bill to COUNTY for water use in PARK AREA semi-annually. Use amounts will be based on readings from the sub-water meter in the PARK AREA. CITY will maintain standard cost accounting records in accordance with accepted accounting principles. Said records will be made available for COUNTY to review upon request.
9. COUNTY will reimburse CITY for water use costs incurred herein specified within thirty (30) days after receipt of bill from CITY.
10. This AGREEMENT will continue in full force and effect from the date it is executed, until such time as terminated by one or both parties. In the event one of the parties wishes to terminate this AGREEMENT they will give ninety (90) days

written notice to the other party.

11. This AGREEMENT shall be administered on behalf of COUNTY by Marin County Parks, whose mailing address is:

Marin County Parks
3501 Civic Center Drive, Room 260
San Rafael, CA 94903
Attn: Superintendent, Central Region

and on behalf of City of San Rafael, whose mailing address is:

City of San Rafael Department of Public Works
111 Morpew Street
San Rafael, CA 94901

12. This AGREEMENT may be modified at any time in writing by mutual consent of the PARTIES.

IN WITNESS WHEREOF, this AGREEMENT was executed by the PARTIES hereto as of the date first above written.

COUNTY OF MARIN

Dennis Rodoni, President, Board of Supervisors

ATTEST

Approved as to Form

Deputy Clerk

Chief Deputy County Counsel

CITY OF SAN RAFAEL

Kate Colin, Mayor

ATTEST:

APPROVED AS TO FORM:

LINDSAY LARA, City Clerk

ROBERT F. EPSTEIN, City Attorney