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DEPARTMENT OF PARKS
AND COMMUNITY SERVICES

CITY OF SACRAMENTO
CALIFORNIA

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SACRAMENTO, CA
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ROBERT P. THOMAS
DIRECTOR

October 29, 1986

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G. ERLING LINGGI
ASSISTANT DIRECTOR

DIVISIONS:

CROCKER ART MUSEUM
GOLF
METROPOLITAN ARTS
MUSEUM & HISTORY
PARKS
RECREATION
ZOO

Transportation and Community Development Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: Median Landscape Maintenance Agreement for University Avenue

SUMMARY

This report recommends that the City enter into an agreement with Executive Guild Owners Association to allow the Association to maintain the median strip on University Avenue opposite the east end of the Guy West Bridge.

BACKGROUND INFORMATION

The medians along University Avenue were developed in the late 1960's and are currently maintained by various owners' associations. Permission was granted by the Parks Division for this maintenance to occur. This particular median, at approximately 950 University Avenue, was never developed. Ms. Claire L. Michael, representing the Executive Guild Owners Association, requested that the City provide landscaping and maintenance for this median.

The Parks Division has agreed to install landscaping in the median at a cost of approximately \$300 provided that Executive Guild Owners Association accept maintenance responsibility for the median. The Executive Guild Owners Association has agreed to this arrangement.

An agreement for maintenance of the median by the Executive Guild Owners Association is necessary. The Association will agree to abide by all orders issued by the Director of Parks and Community Services in regard to the maintenance of the premises. The City may terminate the agreement upon any breach of conditions by giving ninety days' written notice to the Association.

FINANCIAL DATA

The cost to the City for landscaping the median is estimated to be \$300, which will be funded from the Parks Division budget. The estimated annual cost of providing maintenance for the median to be borne by the Executive Guild Owners Association is \$125 per month.

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RECOMMENDATION

It is recommended that the Transportation and Community Development Committee review this report and refer it to the full City Council for action. Further, it is recommended that the City Council, by resolution, authorize the City Manager to execute the agreement with Executive Guild Owners Association to provide maintenance for the median located at approximately 950 University Avenue.

Respectfully submitted,



ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:

DAVID R. MARTINEZ
Deputy City Manager

RPT:ja

November 18, 1986
District No. 3

AGREEMENT

THIS AGREEMENT is made as of _____, 19____, by and between the CITY OF SACRAMENTO, a municipal corporation ("City") and the EXECUTIVE GUILD OWNERS ASSOCIATION, an unincorporated association ("Association"), who agree as follows:

1. Agreement. Subject to the terms and conditions contained herein, City hereby agrees to allow Association to maintain the landscaping on that median strip on University Avenue opposite the east end of the Guy West Bridge.

2. Term. This agreement shall remain in effect until terminated pursuant to Paragraph 7.

3. Maintenance of Premises.

(a) Association agrees to assume maintenance of the landscaping on the median strip at no cost to City.

(b) Association agrees to abide by all orders issued by Director of Parks and Community Services in regard to the maintenance of the premises.

4. Indemnity and Hold Harmless. Association shall assume the defense of, and indemnify and save harmless, the City, its officers, employees and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this agreement by Association whether within or without the scope of this agreement, whether or not it is caused in part by a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

5. No Agent. In exercising its rights hereunder, Association is not the agent of the City.

6. Entire Agreement. This document contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this agreement has been or is relied on by either party. Each party has relied on his own examination of this agreement, the counsel of his own advisors and the warranties, representation, warranty or covenants in the agreement itself. The failure or refusal of either party to inspect the premises or improvements, to read the agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

7. Termination. All terms of this agreement are hereby made conditions, and the breach of any said condition shall give the City the option to terminate this agreement upon giving ninety (90) days' written notice to Association. Failure to terminate this agreement upon the breach of any condition shall not be deemed a waiver of that condition or of any other condition.

8. Notices. Any notice, demand, or communication under, or in connection with, this agreement may be served by personal service, or by mailing the same by first class mail, postage prepaid, and directed as follows:

To City: Director of Public Works
915 "I" Street, Room 300
Sacramento, California 95814

To Association: Executive Guild Owners Association
c/o Claire L. Michael
700 East Ranch Road
Sacramento, California 95825

Either Association or City may change such address by notifying the other party in writing as provided herein.

CITY:

CITY OF SACRAMENTO,
a municipal corporation

By _____
WALTER J. SLIPE, City Manager

ASSOCIATION:

EXECUTIVE GUILD OWNERS ASSOCIATION
an unincorporated association

By _____

Its _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY