



CITY OF SACRAMENTO

TRAFFIC ENGINEERING DIVISION
1023 J STREET - SUITE 202 SACRAMENTO, CALIF. 95814

CITY MANAGER'S OFFICE
RECEIVED
JAN 27 1982

TELEPHONES (916)
TRAFFIC ENGINEERING 449-5307
OFF-STREET PARKING 449-5354
ON-STREET PARKING 449-5644

January 27, 1982

APPROVED
BY THE CITY COUNCIL

City Council
Sacramento, California

FEB 4 1982
AG 81106
OFFICE OF THE
CITY CLERK

Honorable Members in Session:

SUBJECT: Fruitridge Road and West Army Depot Driveway Traffic Control Maintenance

SUMMARY

The proposed upgrading project was awarded by the Council, and the maintenance agreement should now be processed. All parties have concurred with this agreement.

BACKGROUND INFORMATION

The City staff has cooperated with the Sacramento Army Depot and the Procter & Gamble plant in developing the traffic control improvement. The construction agreement approved by the City Council on June 16, 1981 did not include the maintenance aspects of the project.

The attached maintenance agreement has been reviewed by both agencies, and they were satisfied.

FINANCIAL DATA

None.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the execution of the agreement.

Respectfully submitted,

L. M. Frink
Traffic Engineer

Recommended for Approval:

Walter J. Slipe City Manager

LMF:RJF/mf
Attachments: 2

February 2, 1982
District 6

RESOLUTION NO. 82-064

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE A MAINTENANCE AGREEMENT WITH PROCTER & GAMBLE, INC., AND SACRAMENTO ARMY DEPOT FOR THE PROPOSED TRAFFIC CONTROL IMPROVEMENTS AT FRUITRIDGE ROAD AND SACRAMENTO ARMY DEPOT WEST DRIVEWAY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager and the City Clerk are hereby authorized to execute on behalf of the City of Sacramento a maintenance agreement for the proposed traffic control improvements at Fruitridge Road and Sacramento Army Depot west driveway with Procter & Gamble, Inc., and Sacramento Army Depot.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

FEB 2 1982

OFFICE OF THE
CITY CLERK

AGREEMENT FOR MAINTENANCE
OF TRAFFIC SIGNALS ON FRUITRIDGE
ROAD AT THE PROCTER & GAMBLE
MANUFACTURING COMPANY AND
SACRAMENTO ARMY DEPOT DRIVEWAYS

Whereas, on June 16, 1981, the City of Sacramento entered into an Agreement (City Agreement No. 80-233) with The Procter & Gamble Manufacturing Company (referred to herein as Procter & Gamble) and the United States of America (referred to herein as Sacramento Army Depot) to construct a traffic signal system at driveways entering their respective facilities.

Whereas, said Agreement provided for the construction and sharing of the cost of installation of the traffic signal system but did not provide for the maintenance of the traffic signal system.

Now, Therefore, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

- (1) Procter & Gamble and Sacramento Army Depot agree to allow City forces or City contractors to enter upon the respective property belonging to each of them to inspect, maintain, modify or replace the traffic signal system installed under City Agreement No. 80-233 and any replacement or modification of the same. The property on which entry may be made is shown on the City Engineer's drawing for the traffic signal system which is attached hereto, marked "Exhibit A", and is incorporated herein by this reference.
- (2) City of Sacramento agrees to supply at its sole cost all labor and material necessary to maintain the traffic signal system shown on "Exhibit A".
- (3) Title to said traffic signal system shall be vested in the City of Sacramento.

- (4) This Agreement shall inure to the benefit of, and be binding upon, the heirs, beneficiaries, legatees, assigns and successors in interest of the parties hereto.
- (5) (a) Neither Procter & Gamble nor Sacramento Army Depot nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify and hold Procter & Gamble and Sacramento Army Depot harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by City under this Agreement.
- (b) That neither City nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Procter & Gamble and Sacramento Army Depot under or in connection with any work, authority or jurisdiction not delegated to City under this Agreement. Each of said parties shall fully indemnify and hold City harmless from any liability imposed for any injury occurring by reason of anything done or omitted to be done by either party under or in connection with any work, authority or jurisdiction not delegated to City under this Agreement.

(c) The foregoing shall not in any manner increase the liability of the respective parties to any third party beyond that imposed by generally applicable law.

(6) This Agreement does not form any association of the parties in any manner, but rather represents only provision for maintenance of the portions of the traffic signal system located on property belonging to each respective party.

THE PROCTER & GAMBLE
MANUFACTURING COMPANY

UNITED STATE OF AMERICA
(Sacramento Army Depot)

By _____

By _____

Date _____

Date _____

CITY OF SACRAMENTO, a
municipal corporation

By _____
City Manager

Date _____

Attest:

City Clerk

Approved as to Form

Richard J. Savage
Deputy City Attorney