

**AGREEMENT FOR MAINTENANCE OF SPEED HUMP/CROSSWALK
ON PIERCE STREET ADJACENT TO ALBANY CITY LIMITS**

THIS AGREEMENT is made and entered into effective this ____ day of _____, 20____, by and between the City of Richmond, California, and the City of Albany, California, hereinafter referred to as “RICHMOND” and “ALBANY;” and collectively referred to as “PARTIES.”

WITNESSETH

A. RECITALS

1. WHEREAS, on September 23, 2011, RICHMOND Encroachment Permit No. 11-03926 was issued to ALBANY for the construction of a speed hump/crosswalk (“HUMP/CROSSWALK”) on Pierce Street adjacent to the Albany city limits (near Cerrito Creek as shown in EXHIBIT A); and
2. WHEREAS, said Encroachment Permit requires a Maintenance Agreement to be executed between RICHMOND and ALBANY delegating certain described maintenance responsibilities to ALBANY for the HUMP/CROSSWALK installed within RICHMOND right of way.
3. WHEREAS, the PARTIES hereto mutually desire to clarify that division of maintenance responsibility as to the HUMP/CROSSWALK located within RICHMOND’s right of way.

B. AGREEMENT

In consideration of the mutual covenants and promises herein contained, it is agreed:

1. ALBANY shall perform such maintenance work as is specifically delegated to it, all as hereinafter described under Section C below, or as said work may be subsequently modified with the written consent of the PARTIES hereto acting by and through their authorized representatives.
2. ALBANY shall maintain, at ALBANY expense, the HUMP/CROSSWALK within RICHMOND right of way as shown on Exhibit “A”, attached to and made a part hereof, in conformance with Streets and Highways Code section 27.
3. Rights granted to ALBANY under this Agreement are restricted to routine maintenance duties and the licensed passage of pedestrians, wheelchairs, and bicyclists over the HUMP/CROSSWALK. Any other use or presence by ALBANY, including a contractor for ALBANY, will require that a separate encroachment permit be issued from RICHMOND.
4. ALBANY shall not, at any time, use or permit the public to use HUMP/CROSSWALK in any manner that will interfere with or impair the primary roadway transportation use of RICHMOND’s right of way and other uses licensed by RICHMOND.

5. Should ALBANY desire to reconstruct or further improve HUMP/CROSSWALK, ALBANY shall first obtain all necessary design approvals and a new additional encroachment permit from RICHMOND.
6. ALBANY shall be responsible for all costs associated with protecting the permitted HUMP/CROSSWALK in the event that such action is required due to any work by RICHMOND that would be necessary to expand, modify, maintain, or repair RICHMOND's roadway facilities and system. RICHMOND shall attempt to provide sufficient notification to ALBANY prior to the start of any such work.
7. RICHMOND reserves its right to use all areas within RICHMOND's right of way for future construction, reconstruction, expansion, modification, or maintenance purposes without restriction.
8. RICHMOND reserves the option to inspect, at a random, all areas of HUMP/CROSSWALK to assure conformance with agreed maintenance levels. Such inspection does not preempt ALBANY's maintenance responsibilities assumed under this AGREEMENT.
9. A RICHMOND encroachment permit will be required for third parties if ALBANY re-delegates its maintenance work. Such re-delegated work shall be subject to the same inspections and levels of service as specific herein for work performed directly by ALBANY forces.

C. MAINTENANCE FUNCTIONS

The HUMP/CROSSWALK maintenance functions delegated to ALBANY, at ALBANY's sole expense, are as follows:

1. ALBANY, at ALBANY's expense, will maintain the HUMP/CROSSWALK signs, pavement, pavement striping and markings, sweeping and debris removal for the length and width of the HUMP/CROSSWALK shown in Exhibit A.
2. ALBANY, at ALBANY's expense, will perform graffiti removal from signs, and from surfaces located with a distance of ten feet from the HUMP/CROSSWALK.

D. LEGAL RESPONSIBILITIES

1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties who are not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of the HUMP/CROSSWALK different from the standard of care imposed by law.
2. It is understood and agreed that neither RICHMOND nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALBANY under or in connection with any work authority or jurisdiction delegated

to ALBANY under this Agreement. It is understood and agreed that ALBANY shall defend, indemnify and save harmless RICHMOND and all RICHMOND officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by ALBANY under or in connection with any work, authority or jurisdiction delegated to ALBANY under this Agreement.

- 3. It is understood and agreed that neither ALBANY nor any ALBANY officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by RICHMOND under or in connection with any work, authority or jurisdiction delegated to RICHMOND under this Agreement. It is understood and agreed that RICHMOND shall defend, indemnify and save harmless ALBANY, and all ALBANY officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by RICHMOND under or in connection with any work, authority or jurisdiction delegated to RICHMOND under this Agreement.

E. RIGHT TO REMOVE

ALBANY reserves the right to remove the HUMP/CROSSWALK at any time, and repair the roadway to its pre-installation condition, subject to providing RICHMOND with 60 days notice.

F. EFFECTIVE DATE

This Agreement shall become effective upon its execution by both RICHMOND and ALBANY, and shall terminate only upon the mutual written agreement of the PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

CITY OF ALBANY

CITY OF RICHMOND

Beth Pollard, City Manager

William A. Lindsay, City Manager

Attest:

Nicole Almaguer
City Clerk

By _____
Date

Approved as to form:

Approved as to form:

Craig Labadie
City Attorney

Bruce Goodmiller, City Attorney

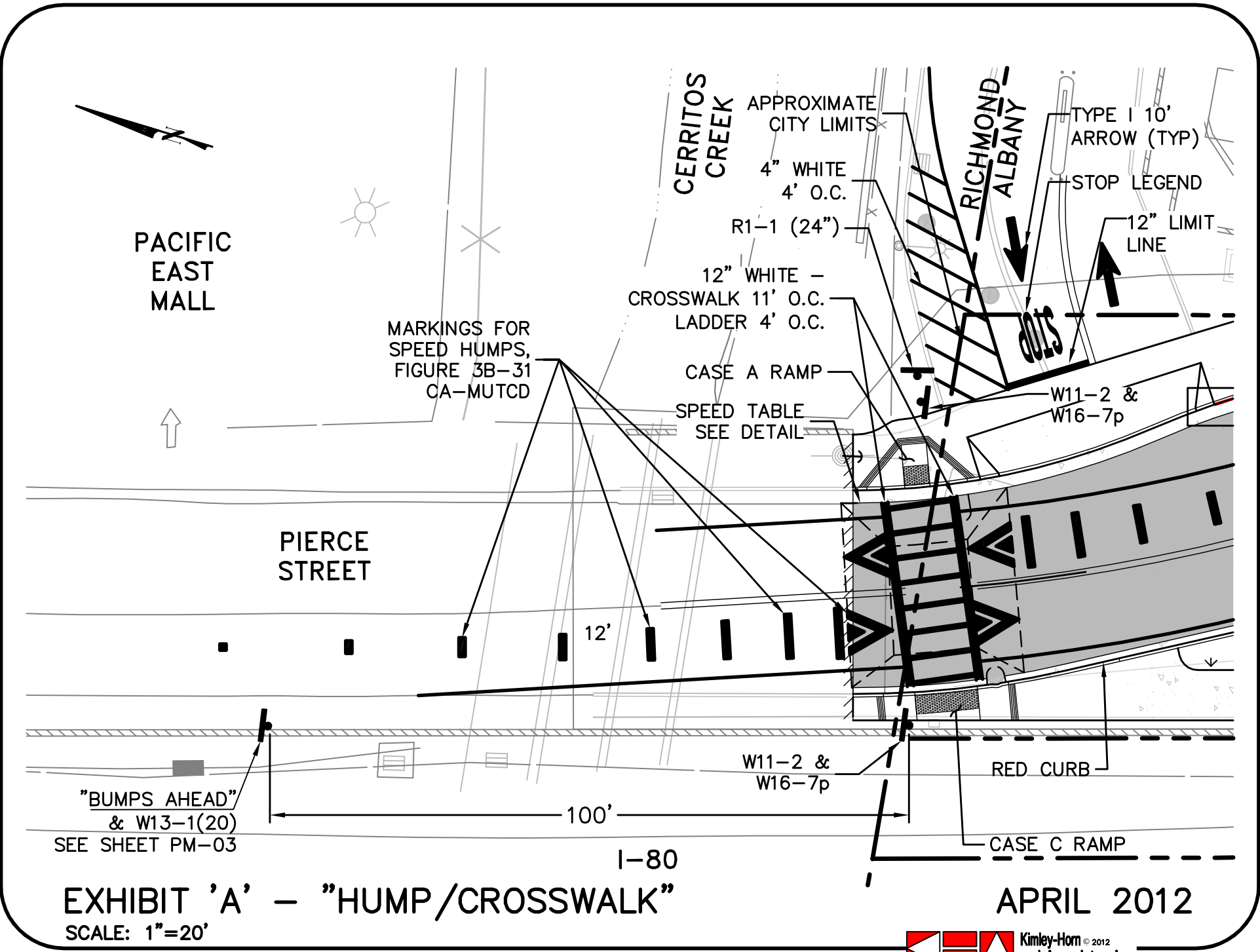
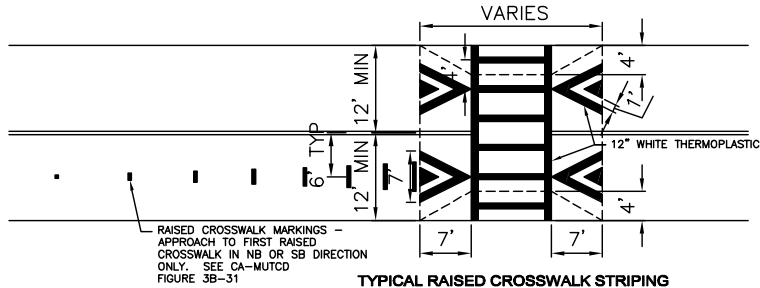
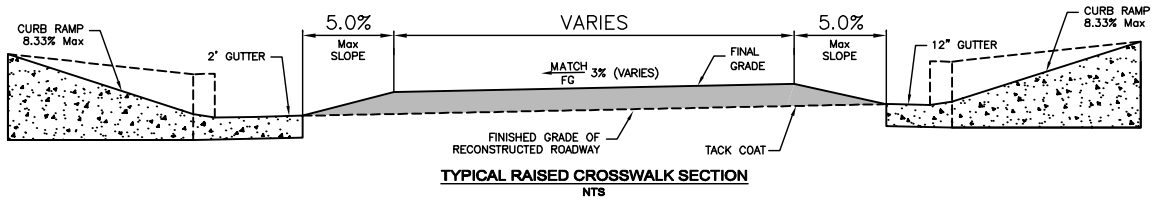


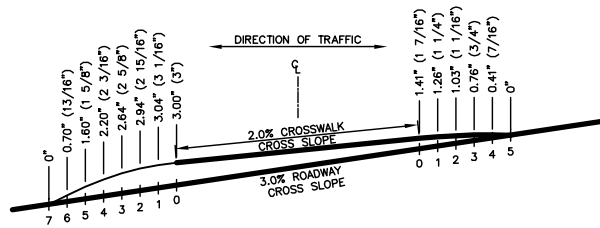
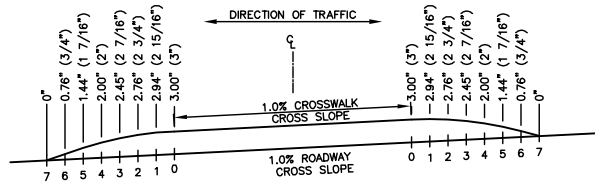
EXHIBIT 'A' - "HUMP/CROSSWALK"

SCALE: 1"=20'

APRIL 2012



TYPICAL RAISED CROSSWALK DETAILS
NTS



RAISED CROSSWALK SECTION - "A" STA 24+83.91
NTS

