

COUNTY OF SACRAMENTO
COMMUNITY SERVICES AGENCY

MEMORANDUM OF UNDERSTANDING FOR MAINTENANCE OF THE I-80 WALERGA PARK SOUNDWALL

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on _____, by and between the County of Sacramento, a political subdivision of the State of California (COUNTY), and the Sunrise Recreation and Park District, a dependent special district (SRPD), collectively referred to herein as "Parties."

RECITALS

WHEREAS, constructed as part of the I-80 Walerga Park Soundwall Project, the Walerga Park soundwall, located within the Soundwall Easement as defined in Exhibit B, provides a physical barrier to help reduce the road noise that greatly impacts Walerga Park; and

WHEREAS, the Parties desire to enter into this Agreement to delineate their respective repair and maintenance obligations for said soundwall on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and SRPD agree as follows:

1. RECITALS

The parties agree that the foregoing recitals are true and correct, and are incorporated herein by reference.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until terminated in accordance with the Termination provision of this Agreement.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered, emailed, or sent by mail, addressed as follows:

To COUNTY:

Attn: Ron Vicari
Department of Transportation
County of Sacramento
4111 Branch Center Road
Sacramento, CA 95827

Additional contact information:
Phone: 916-874-6291
E-mail: vicarir@saccounty.gov

To SRPD:

Attn: Dave Mitchell
Sunrise Recreation & Park District
7801 Auburn Blvd
Citrus Heights, CA 95610

Additional contact information:
Phone: 916-725-1585
E-mail: dmitchell@sunriseparks.com

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. SCOPE OF WORK

- A. The County, through its Department of Transportation (SacDOT) shall repair and maintain the 384 lineal feet of soundwall along the boundary of Walerga Park and Interstate-80 (I-80) as shown on Exhibit A.
- B. SRPD shall repair and maintain the slope, landscaping, drainage, and any and all other items within the soundwall easement as identified in the Soundwall Easement recorded on **[insert date]** attached as Exhibit B to this Agreement.

5. COSTS

Each party is responsible for their own costs in fulfilling the scope of work and obligations contained in this Agreement.

6. ALL OTHER WORK

A separate formal agreement is required for all other work not described in section 3 above and otherwise falls outside the scope of this Agreement.

7. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a

wavier of any other default, breach or condition precedent, or any other right hereunder.

8. TERMINATION

Either party may terminate this Agreement for any reason and without cause during the term thereof by providing 180-days prior written notice of such termination to the other party.

9. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties will attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein will preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

10. INSURANCE

Each party, at its sole cost and expense, shall carry insurance – or self-insure – its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

11. INDEMNIFICATION

To the fullest extent permitted by law, each of the Parties shall indemnify, defend and hold harmless the other Party, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility for the acts and omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the

intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

12. DUPLICATE COUNTERPARTS

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

County of Sacramento, a political subdivision of the State of California

Sunrise Recreation and Park District, a dependent special district

By: _____
Ron Vicari, Director
Department of Transportation

By: _____
Dave Mitchell,
District Administrator

"SacDOT"

"SRPD"

Date: _____

Date: _____

Agreement approved by
Board of Supervisors:

Agenda Date: _____

Item Number: _____

Resolution No.: _____

Reviewed and Approved by County Counsel

By: _____
Amanda McDermott
Deputy County Counsel