

**AGREEMENT FOR MAINTENANCE
OF MEDIAN LANDSCAPING AND IRRIGATION ON
MARTIN LUTHER KING BOULEVARD BETWEEN
CHICAGO AVENUE AND CANYON CREST DRIVE**

THIS Agreement is made this 11th day of July, 2019, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter referred to as "UCR", and THE CITY OF RIVERSIDE, a California charter city and municipal corporation of the State of California, hereinafter referred to as "City". City and UCR may be referred to collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into an agreement on July 6, 1993, herein attached as Exhibit B and incorporated by reference, under which the City constructed, at its sole expense, street widening improvements on Pennsylvania Avenue (subsequently renamed Martin Luther King Boulevard), between Chicago Avenue and Canyon Crest Drive, including the construction of concrete medians (the "Medians") depicted on Exhibit A (attached hereto and incorporated by reference), with landscaping and irrigation improvements within the Medians (the "Landscaping"); and

WHEREAS, UCR agreed to maintain the then newly constructed Medians and Landscaping at UCR's sole expense; and

WHEREAS, the Medians and Landscaping have become in need of repair; and

WHEREAS, given the development and population growth in the area and the difficulties presented, the Parties have determined that the City is in a better position to maintain the Medians and the Landscaping in the future; and

WHEREAS, the Parties desire to replace the July 6, 1993 agreement with this Agreement subsequent to the following terms and conditions.

AGREEMENT

1. UCR, at its sole expense, will repair the existing sprinkler irrigation system(s) within the Medians to full functionality, including, but not limited to: irrigation mainlines, backflow

preventers, controllers, valves, and any other associated appurtenances, as necessary. Excluded from this requirement to repair, includes the temporary drip irrigation system that was installed originally to establish the existing tree saplings and abandoned thereafter, and neither UCR nor the City shall be responsible for any aspect of the abandoned temporary drip irrigation system.

2. Upon completion of the UCR irrigation repair, and acceptance by the City, the City, at its sole expense, shall be responsible for owning and maintaining all existing median improvements including concrete infrastructure, Landscaping, irrigation, ownership of the water meter, and paying all associated water service costs.

3. Following City's acceptance of the repaired irrigation system and the transfer of the water meter ownership to City, UCR shall have no further financial obligations for any work associated with the Medians.

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

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

ATTEST:

By: _____
City Clerk

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By: _____
Name: Kim A. Wilcox
Title: Chancellor

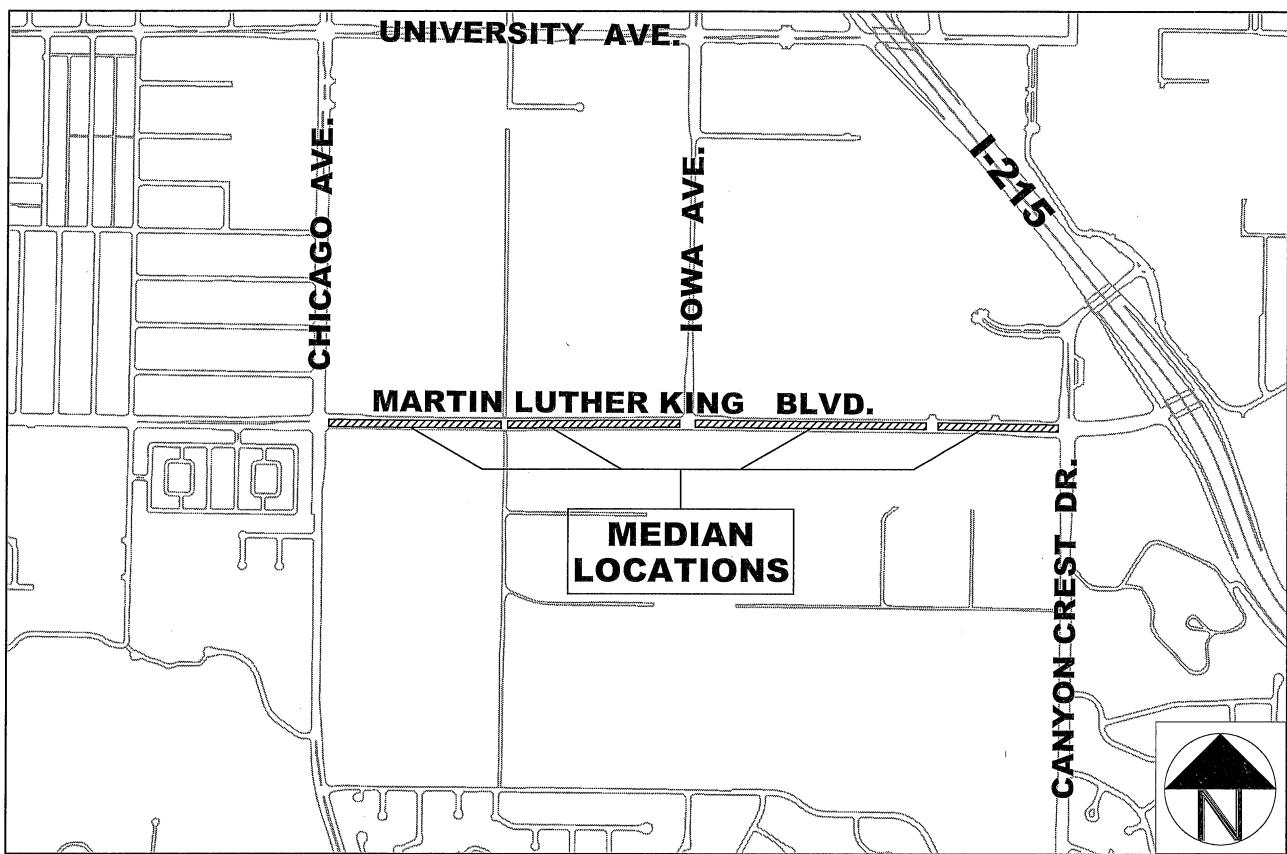
CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
Chief Financial Officer/ City Treasurer

Approved as to Form:

By: _____
Ruthann M. Salera
Deputy City Attorney

EXHIBIT "A"
MEDIAN LOCATION MAP



**EXHIBIT 'A' - LOCATION MAP
MEDIAN MAINTENANCE AGREEMENT FOR
MARTIN LUTHER KING BOULEVARD
(CHICAGO AVENUE TO CANYON CREST DRIVE)**

EXHIBIT B

CITY OF RIVERSIDE
CITY COUNCIL MEMORANDUM



HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 1993

ITEM NO.: 25

SUBJECT: PENNSYLVANIA AVENUE MEDIAN LANDSCAPE MAINTENANCE AGREEMENT

Background:

An agreement between the City and the University of California, Riverside (UCR) is needed to maintain median landscaping along Pennsylvania Avenue between Chicago Avenue and Canyon Crest Drive. The City has widened Pennsylvania Avenue to a 4 lane arterial street with a 14 foot wide median and installed \$350,000 worth of various trees, shrubs and hardscape within the median.

UCR has executed an agreement, in which they agree to bear all costs and expenses related to the maintenance of the median landscaping and irrigation system. UCR's maintenance responsibilities will begin after the contractor's one year maintenance period has expired.

Fiscal Impact:

The City's Park and Recreation Department will be relieved of maintenance costs associated with the median landscaping. The estimated yearly savings is \$10,000.

Alternatives:

The City's Park and Recreation Department could maintain the landscaping at a cost of approximately \$10,000 per year.

RECOMMENDATION:

That the City Council authorize the execution of an agreement between the City and University of California, Riverside for the maintenance of median landscaping on Pennsylvania Avenue between Chicago Avenue and Canyon Crest Drive.

Prepared by:

Barry Beck
Public Works Director

Concurs with:

Robert C. Wales
Assistant City Manager-Development

Approved by:

John E. Holmes
John E. Holmes
City Manager

Concurs with:

Dee Bachman
Dee Bachman
Park and Recreation Director

JUL 6 1993
VOP/AB

AGREEMENT FOR MAINTENANCE OF
PENNSYLVANIA AVENUE MEDIAN LANDSCAPING

THIS AGREEMENT is made and entered into this 6th day of July, 1993, by and between the CITY OF RIVERSIDE ("City") and the UNIVERSITY OF CALIFORNIA, RIVERSIDE ("U.C.R.") with reference to the following facts:

A. City is widening and improving Pennsylvania Avenue from Chicago Avenue to the 60 Freeway. As part of the widening and improvement project, a median will be installed in Pennsylvania Avenue.

B. Portions of the campus of the University of California at Riverside are located on both sides of Pennsylvania Avenue between Chicago Avenue and Canyon Crest Drive. Pennsylvania Avenue is a major entrance to the University of California, Riverside campus.

C. U.C.R. has requested that the median in Pennsylvania Avenue between Chicago Avenue and Canyon Crest Drive be landscaped in order to provide a more attractive entrance to the campus.

D. City is willing to provide for landscaping of the median in Pennsylvania Avenue in accordance with the Median Landscaping Plans numbered R-3057 consisting of pages L1 through L4 subject to U.C.R. undertaking the responsibility for the continued maintenance of the landscaping following installation and expiration of the contractor's maintenance period.

NOW, THEREFORE, in consideration of the installation of the landscaping in the median of that portion of Pennsylvania Avenue shown on the plat attached hereto as Exhibit A and incorporated herein by this reference, the parties hereto mutually agree as follows:

1. City shall install at its sole cost and expense the landscaping for the median in Pennsylvania Avenue from Chicago Avenue to Canyon Crest Drive in accordance with the Median Landscaping Plans R-3057 prepared by the City of Riverside Public Works Department dated May 13, 1992 and as revised on plans dated May 5, 1993. A copy of said plans are attached hereto as Exhibit B and are incorporated herein by this reference. As part of the construction contract for the widening of Pennsylvania Avenue from Chicago Avenue to the 60 Freeway, the City's contractor is to install irrigation systems for said landscaping in accordance with the plans numbered R-3057 consisting of 5 sheets, attached hereto as Exhibit C and incorporated herein by this reference.

2. U.C.R. shall maintain the landscaping installed in the Pennsylvania Avenue median from Chicago Avenue to Canyon Crest Drive at its sole cost and expense upon receipt of written notice from City that U.C.R. is to assume responsibility for the maintenance of the subject landscaping. Such notice will be given after the landscaping has been installed and any maintenance period for the City's contractor has expired.

3. U.C.R. shall maintain the landscaping in the Pennsylvania Avenue median according to recognized horticultural standards and to the reasonable satisfaction of City's Park and Recreation Director or the designated representative of the Director. In meeting its obligations hereunder, U.C.R. shall be responsible for the watering of the landscaping; payment of all water used; the repair, replacement and maintenance of the irrigation system; the application of fertilizer; periodic trimming of the trees in accordance with the established policies of the Park and Recreation Department of City; and the immediate replacement of any dead trees, shrubs or other landscaping.

4. Except for City's sole negligence or willful misconduct, U.C.R. hereby agrees to and shall defend, indemnify and hold City, its officers and employees, harmless from any and all claims, liabilities, causes of action, costs and expenses, including attorneys' fees, in law or equity that may at any time arise out of or alleged to be caused by and resulting from the care, maintenance, or condition of the landscaping in that portion of the median in Pennsylvania Avenue shown on Exhibit A or the performance of this Agreement by U.C.R., its officers, employees, agents or contractors. The parties expressly agree that any payment, attorney fee, cost or expense City incurs or make to or on behalf of an injured employee under its self-administered workers' compensation program are included as a loss, expense or cost for the purposes of this paragraph.

5. During U.C.R.'s performance of this Agreement, U.C.R. shall not discriminate on the grounds of race, religious creed, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and contractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Pursuant to the Americans for Disability Act and specifically 42 USC 12132, U.C.R. acknowledges and agrees that in the performance of this Agreement, no qualified individual shall, by reason of disability, be excluded from participation in or be denied the benefits of the services, programs or activities of City or U.C.R. or be subjected to discrimination by City or U.C.R.

6. Service of any notice or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepared and addressed as follows:

CITY

U.C.R.

City of Riverside
Public Works Director
3900 Main Street
Riverside, California 92522

University of California,
Riverside
900 University Avenue
Riverside, California 92521

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

CITY OF RIVERSIDE

THE UNIVERSITY OF CALIFORNIA,
RIVERSIDE

By:

Terry French
MAYOR

By:

C. Michael Webster
C. Michael Webster
Interim Vice-Chancellor-
Administration

Attest:

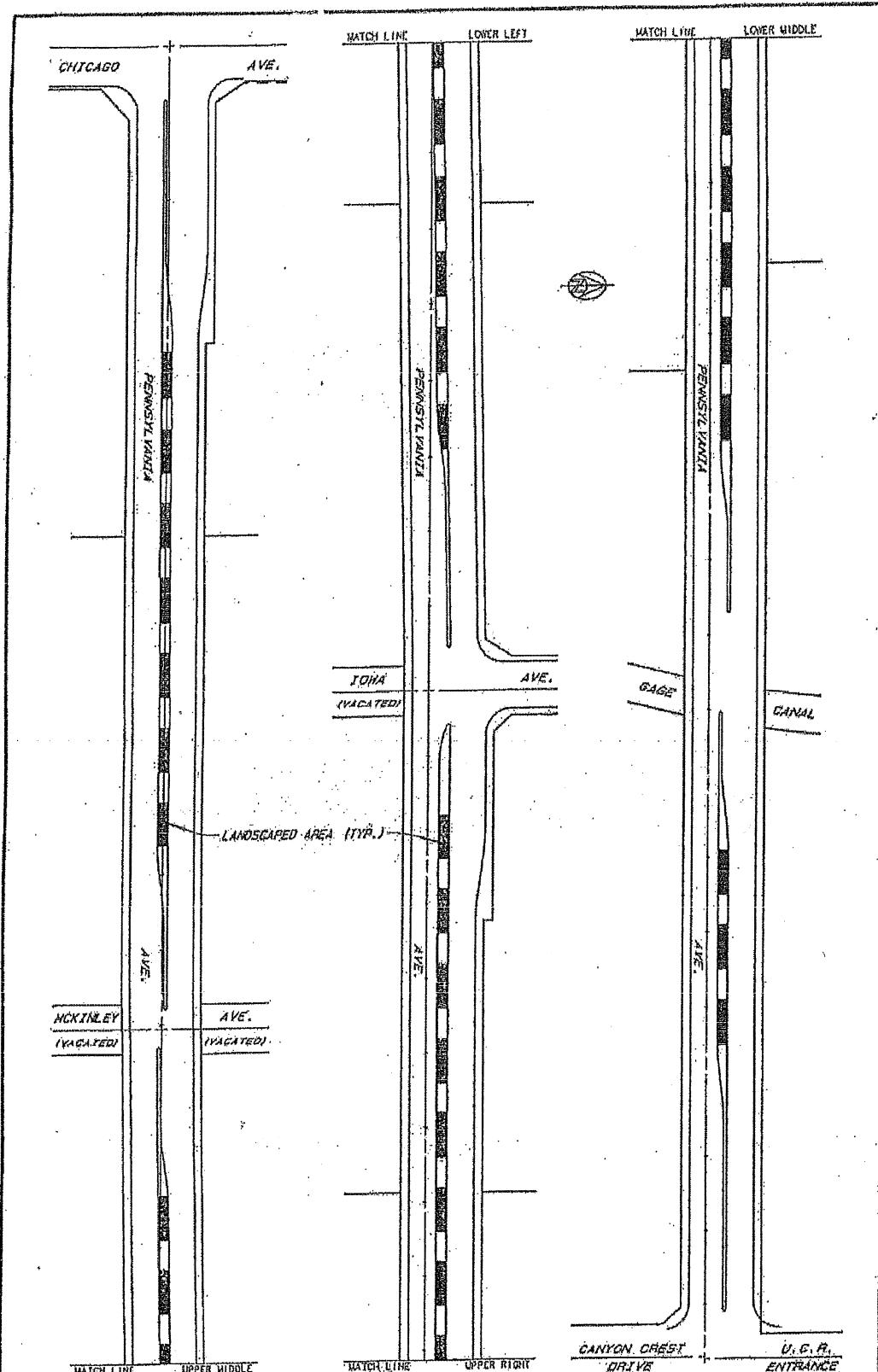
Karen E. Lindquist
CITY CLERK

By:

Mary G. Marficek
Assistant City Clerk

APPROVED AS TO FORM


ASST. CITY ATTORNEY



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

EXHIBIT A

SCALE: 1"=150' DRAWN BY: J. J. DATE: 03/09/93 SUBJECT: MAINTENANCE OF PENNSYLVANIA AVE. MEDIAN LANDSCAPING.

CITY OF RIVERSIDE

COUNCILMEMBERS

L	C	D	T	C	I	P
O	L	E	A	L	H	E
V	A	F	V	I	O	A
E	R	E	A	F	H	R
R	K	N	G	P	S	S
I	E	B	L	O	O	O
D	D	A	I	R	N	N
G	G	U	O	D	S	S
E	H	N	E	H	E	E

July 6, 1993

WARD 1	WARD 2	WARD 3	WARD 4	WARD 5	WARD 6	WARD 7
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near to prepare a Report containing detailed information regarding the type and cost estimate of the District facilities, rate and method of apportionment for the levy of the Special Tax and all other matters related to District proceedings for consideration of the City Council as a part of the public hearing; and (5) declaring its intention to issue bonds in an amount not to exceed \$60 million, secured by the Special Taxes to pay for the District facilities. The recommendations were approved as presented; and

Resolution No. 18278 of the City Council of the City of Riverside, California, Adopting Boundary Map Showing Properties and Land to be Served by Certain Public Capital Facilities in a Community Facilities District;

Resolution No. 18279 of the City Council of the City of Riverside, California, Declaring Intention to Establish a Community Facilities District and to Levy a Special Tax to Pay for Certain Public Facilities Within a Community Facilities District;

Resolution No. 18280 of the City Council of the City of Riverside, California, Making Appointments in a Community Facilities District;

Resolution No. 18281 of the City Council of the City of Riverside, California, Ordering and Directing the Preparation of a "Report" for a Community Facilities District; and

Resolution No. 18282 of the City Council of the City of Riverside, California, Declaring Intention to Issue Bonds Secured by Special Taxes to Pay for Certain Facilities in a Community Facilities District;

were presented; and the titles having been read, and further reading waived by the unanimous consent of Councilmembers present, were adopted.

PENNSYLVANIA MEDIAN LANDSCAPE MAINTENANCE AGREEMENT

A written report was submitted from the City Manager and the Public Works Director, concurred in by the Assistant City Manager-Development and the Park and Recreation Director, recommending that the City Council authorize the execution of an agreement between the City and University of California, Riverside, for the maintenance of median landscaping on Pennsylvania Avenue between Chicago Avenue and Canyon Crest Drive. The recommendation was approved as presented.

PORTIONS OF OFFERS OF DEDICATION - LANCE AND Sycamore CANYON - RESOLUTION

A written report was submitted from the City Manager and the Public Works Director, concurred in by the Assistant City Manager-Development, recommending that the City Council adopt the appropriate resolution accepting the portions of three offers