



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Participation Agreement with Sausalito Rotary Club for Gabrielson Park.

RECOMMENDED MOTION:

Adopt a motion authorizing the Mayor to execute the agreement between the Sausalito Rotary Club and the City of Sausalito for refurbishing the grass area in Gabrielson Park.

SUMMARY

The Sausalito Rotary Club has offered to refurbish the grass area to the north of the walking path in Gabrielson Park. The work will include new sod and an irrigation system.

A participation agreement has been drafted to define the rights and responsibilities of the Rotary Club and the City regarding the work. The City has no financial obligation under this agreement.

BACKGROUND

One of the missions of the Sausalito Rotary Club is to perform community service. The group has a long history of providing services to the City and residents of Sausalito. Gabrielson Park was built in the late 60's primarily by the Rotary Club.

The Rotary Club proposes to refurbish the grass area to the north of the walking path in Gabrielson Park. The work will include new sod and an irrigation system.

The work was approved by the Parks and Recreation Commission at their November 21, 2007 meeting.

ISSUES

Since the project is on City property, staff believes it is prudent to define the obligations and commitment up front as well as liability issues.

FISCAL IMPACT

There is no immediate fiscal impact to the City as Rotary has agreed to pay for all work and materials.

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Long term costs are limited to maintenance if the grass and irrigation system and the cost of water for the grass.

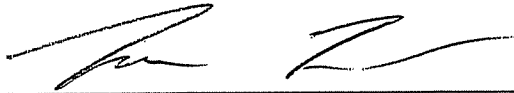
STAFF RECOMMENDATIONS

Adopt a motion authorizing the City Manager to execute the agreement between the Sausalito Rotary Club and the City of Sausalito for refurbishing the grass area in Gabrielson Park.

ATTACHMENTS

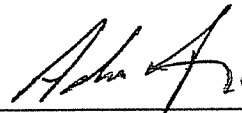
- 1. Participation Agreement
- 2. Site Plan

PREPARED BY:



Michael Langford
Parks & Recreation Director

SUBMITTED BY:



Adam W. Politzer
City Manager

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AGREEMENT

This Agreement ("Agreement") is entered into by and between the City of Sausalito, a municipal corporation, ("the City") and the Sausalito Rotary Club, a California Non-profit 501c3 Corporation ("Rotary Club"), hereinafter the "Parties."

RECITALS

A. The Parties hereto desire to provide facilities for the benefit of the residents of the City of Sausalito and park users in general.

B. Rotary Club has offered to refurbish a portion of Gabrielson Park located at the corner of Anchor and Humboldt streets. Work shall include installation of an irrigation system and sod on the north side of the Park between the walkway and the grove of italian stone pines as depicted on the map attached hereto as Exhibit A and incorporated herein by this reference (the "Work").

Therefore, the Parties agree as follows:

AGREEMENT

1. Use of Funds. Rotary Club agrees to fund all construction cost for the Work, including but not limited to, sod, irrigation system, and trenching.
2. Coordination. The City and Rotary Club will coordinate to the extent necessary to assure that the Work proceeds regularly and continuously from start of construction until completion. The Rotary Club may use volunteer or contract labor to fulfill the terms of this agreement. The goal is to complete the work at the Park by May 4, 2008.
3. Control of Project. The Rotary Club shall control and direct all work necessary to complete the project.
4. Completion. Upon the Rotary Club completing work to the satisfaction of the City Engineer, Parks and Recreation Director and the Public Works Supervisor, City shall accept the completed Work. Acceptance shall be in the form of a "Notice of Acceptance" prepared by a duly authorized agent for the City and such notice shall provide that upon acceptance the Rotary Club will be released from liability for the Work.
5. Insurance: Rotary Club (and its contractor, if applicable), at its own cost and expense shall procure and maintain, for the duration of the Agreement, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

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a. Worker's Compensation Coverage. Rotary Club shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Rotary Club shall require each subcontractor to similarly maintain Worker's Compensation insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Worker's Compensation policies must be received by the City at least thirty (30) days prior to such change.

b. General Liability Coverage. Rotary Club shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit.

c. Automobile Liability Coverage. Rotary Club shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Rotary Club arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each.

d. Policy Endorsements. Unless otherwise waived or modified pursuant to Section 11, each general liability and automobile liability insurance policy shall be endorsed to contain the following specific language:

- i. The City, it's elected and appointed officials, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code section 2782(b).
- ii. This policy shall be considered secondary insurance as respects the City, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

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- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- iv. Intentionally omitted.
- v. Any explosion, collapse, and underground property damage exclusion must be deleted.
- vi. Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the City, its elected or appointed officials, officers, employees, agents or volunteers.
- vii. The insurance provided by this policy shall not be suspended, voided, canceled or reduced in coverage except after thirty (30) days written notice has been received by the City.

e. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Rotary Club contractor shall demonstrate financial capability for payment of such deductibles and self-insured retentions.

f. Certificates of Insurance and Endorsements. Rotary Club shall provide certificates and endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

g. Subcontractors. Rotary Club shall either include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. The coverage for subcontractors is subject to all of the requirements for contractors as stated herein.

6. Warranty of Authorized Signatories. The signatories below warrant and represent that they are competent and authorized to enter into this Agreement on behalf of the Party represented.

7. Waiver. The waiver by either Party of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition.

8. General Provisions. This Agreement supersedes all prior discussions and agreements of the Parties relating to the subject matter of this Agreement. This

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Agreement may be modified only by a written instrument executed by both Parties. Neither Party shall, by the execution of this Agreement, in any way or for any purpose, become a partner or a member of a joint enterprise, with the other. As set forth herein, the word "including" shall mean "including without limitation."

9. Counterparts. This Agreement may be executed by the Parties hereto in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

10. Governing Law and Venue. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of California. In the event that either Party institutes an action at law or equity to cure, correct or remedy any default under this Agreement, such legal actions shall, to the extent permitted by law, be instituted in the Superior Court of the County of Marin, State of California, or in the Federal District Court in the Northern District of California.

11. Administration. The City Manager of the City is authorized to act on behalf of the City with respect to all actions to be undertaken by the City under this Agreement.

12. Prevailing Wage. The Parties acknowledge that the work describe herein is subject to prevailing wage requirements as set forth in Labor Code Section 1720, et seq.

CITY:

ROTARY CLUB:

City of Sausalito

Sausalito Rotary Club of

By _____

By

Amy Belser

Paul Anderson

Its:

Mayor

Its Project Chairman

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EXHIBIT A
MAP DEPICTING THE WORK

