

**AGREEMENT BETWEEN THE CITY OF MERCED AND MERCED
CAMELOT OWNERS ASSOCIATION TO PROVIDE STREET SWEEPING
SERVICES ON STREETS WITHIN THE ASSOCIATION BOUNDARIES**

THIS AGREEMENT is made effective this ____ day of _____, 2015, by and between the City of Merced, a California Charter Municipal Corporation, (hereinafter referred to as "City") and Merced Camelot Owners Association and its members, (hereinafter referred to as "Camelot").

WHEREAS, Camelot is a gated Homeowners Association, with private streets within; and

WHEREAS, private streets do not typically receive street sweeping services from the CITY; and

WHEREAS, the individual residents of Camelot pay City residential refuse rates, which rate includes twice monthly street sweeping; and-

WHEREAS, the refuse rate is a single rate for various services and cannot be reduced in the absence of any particular service; and

WHEREAS, recognizing the refuse rate of the City includes street sweeping, the members of Camelot have expressed a desire to have their private streets swept by the City.

WHEREAS, the City has the ability to provide the desired street sweeping services as part of their normal operations, which include twice per month sweeping on the same schedule as the City streets surrounding Camelot.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. The City will provide street sweeping services to Camelot in accordance with the normal schedule for the surrounding area, which includes twice per month sweeping. Such service shall commence on the first day after this Agreement takes effect, in which street sweeping would normally be provided to the streets surrounding Camelot.

2. Camelot agrees to provide the City access to the private streets by providing to the City the normal and customary means of access which is provided to its members. If access is by remote control, Camelot shall provide the City, at no cost, at least five (5) remote gate controls. Should the means of access change, Camelot agrees to provide such access as soon as practically possible.

3. Camelot shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, except that Camelot's duty to indemnify under this Agreement shall not apply to claims, demands, liability, judgments, awards, interest, attorney's fees, costs or other related expenses caused solely by the negligent or willful misconduct of City, its officers, employees, agents or assigns. Camelot will on request and at its expense defend any action, suit or proceeding arising hereunder and shall reimburse and pay the City for any loss, cost, damage or expense (including the cost of its attorneys) suffered by it hereunder.

4. This Agreement will remain in force for as long as the Parties desire. Either Party may terminate the agreement with a sixty (60) day written notice to the other Party.

5. This Agreement sets forth the full and complete understanding of the Parties as of the date first above states, and it supersedes any and all agreements and representations between the Parties made or dated prior to the date of this Agreement. No term or provision of this Agreement shall be modified except by a writing signed by both Parties. Prior courses of dealing or usages of trade shall not be used to modify, vary, supplement or explain any provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Ken Regel _____
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

MERCED CAMELOT OWNERS
ASSOCIATION,
A California Corporation

BY: Mary Garcia
(Signature)

Mary Garcia
(Typed Name)

Its: Agent on behalf of Merced Camelot
(Title) Owners Association

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 77-0495288

ADDRESS: C/O Christson Company
7701 Stoneridge Dr. Ste 222
Picassan, CA 94588

TELEPHONE: 925-371-5700

FAX: 925-371-5799

E-MAIL: mgarcia@christsoncompany.com