

# Attachment D

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## AGREEMENT CITY OF GREENFIELD & COUNTY OF MONTEREY MAINTENANCE AGREEMENT FOR A SEGMENT OF WALNUT AVENUE BETWEEN 12<sup>TH</sup> AND 13<sup>TH</sup> STREETS GREENFIELD, CALIFORNIA

**THIS AGREEMENT** made and entered into by and between the City of Greenfield, a municipal corporation in the State of California, hereinafter called "City" and the County of Monterey, a political subdivision of the State of California, hereinafter called "County."

### RECITALS

**WHEREAS**, the, Greenfield City Council, on March 12, 2019, adopted Resolution No. 2019-22 incorporated herein by reference and made a part hereof, making, application to the Monterey County Local Agency Formation Commission (LAFCO) for Reorganization pursuant to Part 3 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 53000 of the California Government Code;

**WHEREAS**, Reorganization involves approximately 31 acres of land designated by the Greenfield General Plan for Low Density Residential uses, with this annexation area situated on the western end of the block encompassed by Walnut Avenue, 12<sup>th</sup> Street, Apple Avenue, and 13<sup>th</sup> Street, with frontages of Walnut Avenue, 13<sup>th</sup> Street, and Apple Avenue;

**WHEREAS**, On September 23, 2019, the Local Agency Formation Commission (LAFCO) of Monterey County, adopted Resolution No. 19-\_\_\_ conditionally approving the Mira Monte Annexation project (LAFCO File 19-02);

**WHEREAS**, a condition of the annexation requires that the City enter into a legally-binding agreement with the County in which the City will assume all responsibility for the ongoing maintenance of the Walnut Avenue Right-of-Way between 12<sup>th</sup> and 13<sup>th</sup> Streets, which also includes the portion of Walnut Avenue along the project frontage that will be annexed into the City as well as the remainder of this roadway segment that will remain in County jurisdiction. The agreement will include an indemnification of the County. This condition is in lieu of the annexation of these road segments.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** that upon recordation of the Mira Monte Annexation, the City will assume all responsibility for the ongoing maintenance of all County portions of the Walnut Avenue Right-of-Way between 12<sup>th</sup> Street and 13<sup>th</sup> Street (the portions adjacent to and north of Assessor's Parcel Numbers 109-232-017, 109-232-016, 109-232-014, 109-232-004, and 109-232-013). Such maintenance shall be at a level which meets the standards for roads within the City, but in no event less than standards provided by the County for county roads.

**IT IS FURTHER AGREED** that the City will defend, indemnify, and hold the County, and its officers, agents, and employees harmless against all claims for damages to persons or property arising out of City's execution of the work or omission of work, or otherwise by the conduct of its employees, agents, contractors, or others in connection with the execution of the work covered by this Agreement, except to the extent such claims arise from or relate to the negligence or willful misconduct of the County, or its officers, agents, and employees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their respective duly-authorized representatives as of the date below.

**COUNTY OF MONTEREY**

**CITY OF GREENFIELD**

BY: \_\_\_\_\_

BY: Paul Wood

DATE: \_\_\_\_\_

DATE: 9/16/2019

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

BY:   
City Attorney

DATE: \_\_\_\_\_

DATE: 9/17/2019