

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LANCASTER, a municipal corporation in the County of Los Angeles (hereinafter referred to as LANCASTER), the CITY OF PALMDALE a municipal corporation in the County of Los Angeles (hereinafter referred to as PALMDALE), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Columbia Way (Avenue M) is on the Highway Element of LANCASTER'S and PALMDALE'S General Plans and on COUNTY'S Highway Plan; and

WHEREAS, LANCASTER, PALMDALE, and COUNTY contemplate the widening of the bridge, installation of traffic signals, and other improvements on Columbia Way (Avenue M) over State Route 14 (which work is hereinafter referred to as PROJECT); and

WHEREAS, the PROJECT is within the shared geographical boundaries of LANCASTER, PALMDALE, and COUNTY and is jurisdictionally shared with the California Department of Transportation (hereinafter referred to as CALTRANS); and

WHEREAS, the PROJECT is of general interest to LANCASTER, PALMDALE, and COUNTY; and

WHEREAS, a Project Study Report (hereinafter referred to as PROJECT STUDY REPORT) is required by CALTRANS and is a precursor to obtaining potential grant funding for the PROJECT; and

WHEREAS, LANCASTER is willing to prepare or cause to be prepared the PROJECT STUDY REPORT for the PROJECT; and

WHEREAS, the cost of the PROJECT STUDY REPORT is currently estimated to be Three Hundred Thousand and 00/100 Dollars (\$300,000.00); and

WHEREAS, LANCASTER is willing to finance fifty percent (50%) of the cost of the PROJECT STUDY REPORT and PALMDALE and COUNTY are each willing to finance twenty-five percent (25%) of the cost of the PROJECT STUDY REPORT; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LANCASTER, PALMDALE, and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of LANCASTER and PALMDALE and the unincorporated areas of the COUNTY.
- b. The cost of PROJECT STUDY REPORT as referred to in this AGREEMENT shall consist of the costs to prepare cover sheet; project description; need and purpose of project; background and project history; discussion and analysis of alternatives; system planning; inventory of environmental resources; description of potential hazardous materials/waste problems; identification of the potential or proposed sources of funding; identification of potential programming; project programming request, project financial plan, cost estimate identification; and all other supporting documents necessary to comply with the CALTRANS requirements and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The completion of the PROJECT STUDY REPORT as referred to in this AGREEMENT shall occur upon CALTRANS approval of the PROJECT STUDY REPORT.

(2) LANCASTER AGREES:

- a. To perform or cause to be performed the preparation of PROJECT STUDY REPORT for the PROJECT.
- b. To finance fifty percent (50%) of the cost of the PROJECT STUDY REPORT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (5) a., below.
- c. To furnish PALMDALE and COUNTY, within one hundred eighty (180) calendar days after completion of the PROJECT STUDY REPORT, a final accounting of the actual cost of the PROJECT STUDY REPORT. It is understood that PALMDALE'S and COUNTY'S individual contribution to the cost of the PROJECT STUDY REPORT is limited to a maximum amount of Seventy-five Thousand and 00/100 Dollars (\$75,000.00) each, except upon PALMDALE'S and COUNTY'S prior written approval.
- d. To obtain PALMDALE'S and COUNTY'S approval of the PROJECT STUDY REPORT for the PROJECT prior to CALTRANS final approval.

e. To obtain CALTRANS' approval of PROJECT STUDY REPORT for PROJECT.

(3) PALMDALE AGREES:

a. To review and approve the PROJECT STUDY REPORT prepared by LANCASTER for PROJECT.

b. Subject to the limitation stated in paragraph (2) c., above, to finance twenty-five percent (25%) of the cost of the PROJECT STUDY REPORT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (5) a., below.

c. To deposit with LANCASTER, following execution of this AGREEMENT and upon demand by LANCASTER, but within thirty (30) calendar days after receipt of billing invoice, sufficient PALMDALE funds to finance twenty-five percent (25%) of the cost of the PROJECT STUDY REPORT, the total amount of which is currently estimated to be Seventy-five Thousand and 00/100 Dollars (\$75,000.00). Said demand will consist of a billing invoice prepared by LANCASTER.

(4) COUNTY AGREES:

a. To review and approve the PROJECT STUDY REPORT prepared by LANCASTER for PROJECT.

b. Subject to the limitation stated in paragraph (2) c., above, to finance twenty-five percent (25%) of the cost of the PROJECT STUDY REPORT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (5) a., below.

c. To deposit with LANCASTER, following execution of this AGREEMENT and upon demand by LANCASTER, and within thirty (30) calendar days after receipt of billing invoice, sufficient COUNTY funds to finance twenty-five percent (25%) of the cost of the PROJECT STUDY REPORT, the total amount of which is currently estimated to be Seventy-five Thousand and 00/100 Dollars (\$75,000.00). Said demand will consist of a billing invoice prepared by LANCASTER.

(5) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. The final accounting of the actual total cost of the PROJECT STUDY REPORT shall allocate said total cost based upon JURISDICTIONAL responsibilities determined to be to LANCASTER fifty percent (50%), to PALMDALE twenty-five percent (25%), and to COUNTY twenty-five percent (25%), subject to limitations in paragraph (2) c., above.

- b. If at final accounting the amount of PALMDALE funds due to LANCASTER exceeds PALMDALE'S deposit, as set forth in paragraph (3) c., above, PALMDALE shall pay to LANCASTER the additional amount upon demand subject to the limitations of paragraph (2) c., above. Said demand shall consist of a billing invoice prepared by LANCASTER. Conversely, if the required PALMDALE funds are less than said deposit, LANCASTER shall refund the difference to PALMDALE within sixty (60) calendar days after completion of final accounting of the actual total cost of PROJECT STUDY REPORT.
- c. If at final accounting the amount of COUNTY funds due to LANCASTER exceeds COUNTY'S deposit, as set forth in paragraph (4) c., above, COUNTY shall pay to LANCASTER the additional amount upon demand, subject to the limitations of paragraph (2) c., above. Said demand shall consist of a billing invoice prepared by LANCASTER. Conversely, if the required COUNTY funds are less than said deposit, LANCASTER shall refund the difference to COUNTY within sixty (60) calendar days after completion of final accounting of the actual total cost of PROJECT STUDY REPORT.
- d. PALMDALE and COUNTY shall each review the final accounting prepared by LANCASTER and report in writing any discrepancies to LANCASTER within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by PALMDALE and COUNTY to LANCASTER within thirty (30) calendar days after date of said invoices. LANCASTER shall review all disputed charges and submit a written justification to PALMDALE or COUNTY detailing the basis for those charges within thirty (30) calendar days of receipt of PALMDALE'S or COUNTY'S written report. PALMDALE or COUNTY shall then make payment of the previously disputed charges or submit justification to LANCASTER for nonpayment within thirty (30) calendar days after the date of LANCASTER'S written justification. COUNTY'S payment of undisputed charges and/or previously disputed charges is subject to the limitations stated in paragraph (2) c., above.
- e. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY, LANCASTER, and PALMDALE. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works, City Administrator, or their delegates.

- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

LANCASTER: Mr. Robert Neal
Director of Public Works
City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534-2461

PALMDALE: Mr. Michael Mischel
Director of Public Works
City of Palmdale
38300 North Sierra Highway
Palmdale, CA 93550-4798

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of LANCASTER or PALMDALE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of LANCASTER or PALMDALE under this AGREEMENT.
- h. Neither LANCASTER nor any officer or employee of LANCASTER shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY or PALMDALE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY or PALMDALE under this AGREEMENT.
- i. Neither PALMDALE nor any officer or employee of PALMDALE shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY or LANCASTER under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY or LANCASTER under this AGREEMENT.
- j. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LANCASTER on _____, 2012, the CITY OF PALMDALE on _____, 2012, and the COUNTY OF LOS ANGELES on _____, 2012.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LANCASTER on _____, 2012, the CITY OF PALMDALE on _____, 2012, and the COUNTY OF LOS ANGELES on _____, 2012.

CITY OF LANCASTER

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LANCASTER on _____, 2012, the CITY OF PALMDALE on _____, 2012, and the COUNTY OF LOS ANGELES on _____, 2012.

CITY OF PALMDALE

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

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