

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (“Agreement”) is made as of _____, 2015, by and between CITY OF LOS ANGELES, DEPARTMENT OF TRANSPORTATION (“City of Los Angeles”) and THE CITY OF SANTA MONICA (“City of Santa Monica”). City of Los Angeles and City of Santa Monica are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

RECITALS

- A. WHEREAS, City of Santa Monica plans to demolish and reconstruct the California Incline, which is approximately located at the intersection of California Avenue, between the Pacific Coast Highway and Ocean Avenue, in the City of Santa Monica, California (“Incline Project”); and
- B. WHEREAS, City of Santa Monica will, by obtaining an encroachment permit from City of Los Angeles, install temporary traffic detour signing at certain intersections in the area known as Santa Monica Canyon in City of Los Angeles; and
- C. WHEREAS, City of Santa Monica is desirous of contracting with City of Los Angeles to provide traffic control services in the Santa Monica Canyon near the intersection of Ocean Avenue Extension and Entrada-West Channel adjacent to Canyon Elementary (“Location”), provided any such services do not interfere with the deployment needs of City of Los Angeles; and
- D. WHEREAS, City of Los Angeles has qualified personnel who are capable and willing to provide these services.

NOW, THEREFORE, City of Los Angeles and City of Santa Monica mutually agree as follows:

1. Recitals. The Recitals to this Agreement are hereby incorporated into the terms of this Agreement as though fully set forth herein.
2. Term. This Agreement begins on the Execution Date and terminates upon the sooner of May 27, 2016 or completion of the Incline Project, unless terminated in writing by the City of Los Angeles or the City of Santa Monica. Written notice of termination by either Party shall be given to the other Party at least thirty (30) days prior to the effective date of termination.

3. Scope of Work.

A. City of Los Angeles shall provide traffic control staff at the Location beginning March 30, 2015, as follows:

- Each weekday morning, between 6:30 A.M. and 9:00 A.M.
- Afternoons on Mondays, Wednesdays, and Fridays, between 1:30 P.M. and 5:15 P.M.
- Afternoons on Tuesdays and Thursdays, between 12:30 P.M. and 4:15 P.M.

B. City of Los Angeles shall staff the Location with 2 Traffic Officers for each weekday shift.

C. The traffic control services provided by the City of Los Angeles shall consist of directing traffic on the days and times above at the Location.

D. The services to be performed by the City of Los Angeles under this Agreement, including the standards of performance, discipline, and control of City of Los Angeles personnel employed under this Agreement, shall be under the control of the ranking City of Los Angeles enforcement supervisor assigned.

4. Compensation:

A. For and in consideration of the rendition of traffic control services to be provided by City of Los Angeles as described in this Agreement, City of Santa Monica shall pay City of Los Angeles for the full cost of services rendered as follows:

- \$47.00 (forty-seven) per hour
- Staff personnel at the applicable overtime rates plus indirect Cost Rate at 6.91%

These overtime salary and indirect Cost Rates are subject to adjustment annually pursuant to the policies and practices adopted by the City of Los Angeles:

B. The City of Santa Monica will reimburse the City of Los Angeles for gasoline expenses of the city vehicles to and from the location. The current rate is .56 per mile and is subject to adjustment annually.

5. Invoicing and Payment:

A. The City of Los Angeles will provide the City of Santa Monica an itemized invoice, within thirty (30) calendar days following the above detailed events. The invoice shall detail all personnel costs for the services performed under this agreement.

B. City of Santa Monica shall remit payment to City of Los Angeles for the traffic control services rendered under this Agreement within thirty (30) calendar days upon receipt and approval of the invoice.

6. Indemnity. City of Los Angeles agrees to and shall defend, indemnify and hold harmless the City, its City Council, boards and commissions, officers, agents, employees, contractors and other representatives (collectively referred to as "City Indemnified Parties") from and against any and all loss, liability, damages, cost, expense, claims, demands, suits, attorney's fees and judgments (collectively referred to as "Damages"), including but not limited to claims for damage for personal injury (including death) and claims for property damage, to the extent arising directly or indirectly from any act or omission of City of Los Angeles or those of its officers, board members, agents, employees, volunteers, contractors, subcontractors or other persons acting on its behalf (collectively referred to as the "City of Los Angeles Parties") which relates to this Agreement. City of Los Angeles' obligation to defend, indemnify and hold harmless shall not in any case apply to the extent any Damages are caused by the active negligence or willful misconduct of any City Indemnified Parties.

7. Notices. All notices required hereunder must be in writing and may be delivered by personal service or via overnight courier to the other party (in which case such notice shall be deemed delivered as of the day of such delivery or rejection of such delivery), or sent postage prepaid by certified mail, return receipt requested (in which case such notice shall be deemed delivered as of the third day after the date of such mailing), to the following address

8. Entire Agreement. This Agreement contains the full and complete understanding between the two parties. No verbal agreement or conversation with any officer with any officer, agent or employee of any party shall affect or modify the terms and conditions of this agreement.

IN WITNESS WHEREOF, the City of Los Angeles and the City of Santa Monica have caused this agreement to be executed by their duty authorized representative.

Executed this _____

FOR: CITY OF SANTA MONICA

Sarah P. Gorman, City Clerk

Elaine M. Polacheck, Interim City Manager

APPROVED AS TO FORM:

Marsha Jones Moultrie, City Attorney

SOUTHERN CALIFORNIA EDISON

By: _____

Name: _____

Title: _____

FOR: CITY OF LOS ANGELES

Seleta Reynolds, General Manager
For City of Los Angeles:
Office of Parking Management and Regulations
Department of Transportation
Cal Trans Building
100 South Main Street, 10th Floor
Los Angeles, CA 90012

REVIEWED AS TO FORM AND LEGALITY BY:

Michael Nagle, Deputy City Attorney
City of Los Angeles