



GAIL FARBER, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

December 01, 2015


The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

35 December 1, 2015

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

**RENEWAL OF AGREEMENT BETWEEN THE CITY OF SANTA CLARITA  
AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT  
OF THE CITY'S WASTEWATER ORDINANCE  
INDUSTRIAL WASTE CONTROL PROGRAM SERVICE AGREEMENT  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This agreement will renew the Industrial Waste Control Program service with the City of Santa Clarita for a 5-year period.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the renewal of the Industrial Waste Control Program Service Agreement between the City of Santa Clarita and the County of Los Angeles for Enforcement of the City's Wastewater Ordinance is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the enclosed Industrial Waste Control Program Service Agreement with the City of Santa Clarita. The agreement would provide a continuation of the Industrial Waste Control Program permit and inspection services to the City, not to exceed \$500,000 per year. The City will reimburse this cost to the County with no net impact to the County General Fund.
3. Instruct the Director of Public Works or her designee to provide the services described in the enclosed agreement for the City of Santa Clarita. The agreement will become effective on the date the Board approves this agreement.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This is a renewal of an Industrial Waste Control Program Service Agreement with the City of Santa Clarita (City) that expired June 30, 2015. The new agreement continues the services provided to the City under the prior agreement to permit, track, inspect, and ensure compliance with the City's Sanitary Sewers and Industrial Waste Ordinance at industrial and commercial facilities within the City. The Department of Public Works currently provides similar services for 36 other cities.

The proposed agreement is hereby submitted and recommended for the Board's approval to provide the requested services.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1) by leveraging our expertise and resources to provide an efficient and cost-effective solution to the City with no cost to the County.

## **FISCAL IMPACT/FINANCING**

Funds to finance the contract term will be requested through the annual budget process. This cost will be reimbursed by the City. There will be no impact to the County General Fund.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement with the City aids in the extension of the Industrial Waste Control Program to areas within the City for the protection of County and City sanitary sewers, streets, storm drains, rivers, streams, surface waters, and the ocean from the discharge of industrial wastewater from industrial and commercial facilities. Failure to implement the program would require that the City develop an independent program.

This agreement is authorized by Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

County Counsel has approved the agreement as to form and a 90-day cancellation provision, consistent with Board policy, is included. The agreement is for a 5-year period and is set to expire on June 30, 2020. The agreement also incorporates by reference the Assumption of Liability Section of the City's General Services Agreement as previously approved by the Board on May 6, 2008. The Assumption of Liability Agreement is included for reference as well.

## **ENVIRONMENTAL DOCUMENTATION**

The renewal of the service agreement is categorically exempt from the provisions of the California Environmental Quality Act pursuant to California Environmental Quality Act Guidelines, Section 15308, and Class 8 of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, as a regulatory process involving procedures for the protection of the environment.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed agreement will not impact current services as we will utilize the same personnel currently providing similar services to the City under the existing Industrial Waste Control Program previously approved by the Board on November 30, 2010 (copy enclosed).

**CONCLUSION**

Please return three adopted copies of Industrial Waste Control Program Service Agreement and two adopted copies of this letter to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:DL:ak

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel  
Executive Officer

**AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE  
COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S  
WASTEWATER ORDINANCE**

THIS AGREEMENT is made and entered into this 1st day of December 2015, by and between the CITY OF SANTA CLARITA (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY has adopted Ordinance No. 09-8, adopting Division 2 of Title 20 of the Los Angeles County Code as amended, entitled Division 2 of Title 15 of the Santa Clarita Municipal Code, "Sanitary Sewers and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewer and storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the CITY Ordinance; and

WHEREAS, COUNTY represents that it is capable, ready, and willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services

A. COUNTY agrees, through its Department of Public Works (DEPARTMENT), to provide enforcement of the wastewater provisions of the CITY Ordinance and the necessary services incidental thereto (collectively, the "Services"). Such Services shall only encompass duties and functions of the type within the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter, statutes of the State, and various COUNTY ordinances. CITY delegates to the COUNTY the power and the authority to perform the Services. Services under the terms of this Agreement shall include the enforcement of the CITY Ordinance. Services may also include the filing of enforcement actions, filing of required reports, and issuing permits when so requested in writing by the CITY. Services shall not include any associated with the CITY's Standard Urban Stormwater Mitigation Plan or Low Impact Development requirements, unless expressly requested in writing by CITY. Services shall also not include inspection of open sanitary fills unless the CITY, by a separate written agreement of its Council, requests such services.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services.

#### Section 2. CITY Cooperation

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents and employees.

#### Section 3. Supplies

COUNTY shall provide all labor, supervision, equipment, and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that it is necessary to use special supplies, including but not limited to stationery, notices, educational materials and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

#### Section 4. Status of COUNTY Employees

A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any City pension, Worker's Compensation, or to any other status or right as a CITY employee.

B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.

#### Section 5. Compensation of COUNTY Employees

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

## Section 6. CITY Ordinance Compliance with COUNTY Code

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 20, Division 2. This Agreement may be terminated by COUNTY after sixty (60) days written notice if CITY does not amend CITY Ordinance in accordance with amendments to COUNTY Code, Title 20, Division 2. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

## Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within sixty (60) days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY shall notify CITY of the COUNTY's intent to increase COUNTY fees or of any significant increases in costs to provide services on behalf of CITY, not less than 60 days in advance from when said increases take effect, not inclusive of Consumer Price Index (CPI) adjustments. The CITY shall be notified of any CPI adjustments within a timely manner before they take effect. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. The COUNTY shall notify the CITY of unpaid or delinquent debts in a timely manner for follow-up and collections procedures to be conducted by the CITY. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

## Section 8. Payment by CITY to COUNTY for Services

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within thirty (30) calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within thirty (30) calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so. COUNTY shall provide a detailed report of services provided by COUNTY on behalf of CITY, upon request by the CITY, and within 30 days of said request. Said report shall include a breakdown of costs and/or hours spent by COUNTY on specified project information as it relates to services described on COUNTY invoices. The City reserves

the right to withhold payment for any services not deemed reasonable and necessary by the CITY.

"Expenditures" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses, and overhead. Expenditures for services shall not exceed \$500,000 per year, unless specifically authorized by the CITY.

#### Section 9. Term and Termination

This Agreement shall become effective on the date first mentioned above and shall expire June 30, 2020. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving (90) days notice to the other party.

#### Section 10. Assumption of Liability

The Assumption of Liability Agreement No. 59595 of the General Services Agreement executed by the CITY and adopted by the Board of Supervisors on June 21, 1988, and currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

#### Section 11. Compliance and Obligations

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by Federal, State, and local laws, permits, and regulations.

#### Section 12. Governing Law

This Agreement is to be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

#### Section 13. Amendment

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability

If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

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IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its City Manager and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

By Mike Antonovich

Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA  
Acting Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

PATRICK OGAWA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By Carla Little  
Deputy

By Carla Little  
Deputy

APPROVED AS TO FORM:

MARY WICKHAM  
County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 35      DEC 01 2015

By Julia Weissman  
Deputy

Patrick Ogawa  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

APPROVED AS TO FORM:

CITY OF SANTA CLARITA

By [Signature]  
City Manager

BURKE, WILLIAMS & SORENSEN

By [Signature]  
City Attorney

By [Signature]  
City Clerk

78454



GAIL FARBER, Director

## COUNTY OF LOS ANGELES

### DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

November 30, 2010

30 NOVEMBER 30, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**RENEWAL OF AGREEMENT BETWEEN THE CITY OF SANTA CLARITA  
AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT  
OF THE CITY'S WASTEWATER ORDINANCE  
INDUSTRIAL WASTE CONTROL PROGRAM SERVICE AGREEMENT  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT:**

This agreement will renew the Industrial Waste Control Program service with the City of Santa Clarita for a five-year period.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the enclosed Industrial Waste Control Program Service Agreement with the City of Santa Clarita (Enclosure 1). The Agreement would provide industrial waste control program permit and inspection services to the City at an estimated cost of \$205,000 per year. The City will reimburse this cost to the County with no net impact to the County General Fund.
2. Instruct the Director of Public Works to provide the services described in the enclosed Agreement for the City of Santa Clarita. The Agreement will become effective on the date your Board approves this Agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This Agreement replaces a previous Agreement with the City of Santa Clarita. Pursuant to the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act, the City of Santa Clarita has established a local industrial waste control program. On June 9, 2009, the City adopted Ordinance No. 09-8, which references Division 2 of Title 20 of the Los Angeles County Code "Sanitary Sewers and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewers and storm drain systems of the City. Given the complexity and time required to develop and adopt the new ordinance, the City submitted a service request under the General Services Agreement to continue the services until the new ordinance was in place and the subject Agreement was finalized.

The City of Santa Clarita has requested that these services be provided to their City under the Industrial Waste Control Program Service Agreement to permit, track, inspect, and ensure compliance with the City's Sanitary Sewers and Industrial Waste Ordinance at industrial and commercial facilities within the City. Public Works currently provides similar services for 36 other cities.

The proposed Agreement is hereby submitted and recommended for your Board's approval to provide the requested services.

**Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Operational Effectiveness (Goal 1) by leveraging our expertise and resources to provide as efficient and cost-effective solution to the City with no net County Cost.

**FISCAL IMPACT/FINANCING**

Financing for the first year of the agreement is included in the Fiscal Year 2010-11 Public Works General Fund Budget. Funds to finance the remaining of the contract term will be requested through the annual budget process. This cost will be reimbursed by the City of Santa Clarita. There will be no impact to the County General Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement with the City of Santa Clarita aids in the extension of the Program to areas within the City of Santa Clarita for the protection of County and City sanitary sewers, streets, storm drains, rivers, streams, surface waters, and ocean from the discharge of industrial wastewater from industrial and commercial facilities. Failure to implement the Program will require that the City develop an independent program.

This Agreement is authorized by Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

County Counsel has approved the Agreement as to form and a 90-day cancellation provision, consistent with Board policy, is included. The Agreement is for a five-year period and is set to expire on June 30, 2015. The Agreement also incorporates by reference the Assumption of Liability Section of the City's General Services Agreement as previously approved by your Board on May 6, 2008 (Enclosure 2). The Assumption of Liability Agreement is included as reference as well (Enclosure 3).

### **ENVIRONMENTAL DOCUMENTATION**

The renewal of the service agreement is categorically exempt from the provisions of the California Environmental Quality Act and Class 8 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, pursuant to California Environmental Quality Act Guidelines, Section 15308, as a regulatory process involving procedures for the protection of the environment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed Agreement will not impact current services as we will utilize the same personnel currently providing similar services to the City under the existing Industrial Waste Control Program previously approved by your Board on August 3, 2004, and extended through city service requests (Enclosure 4), which this Agreement replaces.

The Honorable Board of Supervisors  
November 30, 2010  
Page 4

**CONCLUSION**

Please return three adopted copies of Industrial Waste Control Program Service Agreement and two adopted copies of this letter to Public Works, Environmental Programs Division.

Respectfully submitted,



GAIL FARBER  
Director of Public Works

GF:FC/my  
P:\sec\nta clar agr

Enclosure (4)

c: Chief Executive Office  
County Counsel  
Executive Officer

10-00252

**AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE  
COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S  
WASTEWATER ORDINANCE**

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of November, 2010, by and between the CITY OF SANTA CLARITA (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY has adopted Ordinance No. 09-8, adopting Division 2 of Title 20 of the Los Angeles County Code as amended, entitled Division 2 of Title 15 of the Santa Clarita Municipal Code, "Sanitary Sewers and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewer and storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the CITY Ordinance; and

WHEREAS, COUNTY represents that it is capable, ready, and willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services

- A. COUNTY agrees, through its Department of Public Works (DEPARTMENT), to provide enforcement of the wastewater provisions of the CITY Ordinance and the necessary services incidental thereto (collectively, the "Services"). Such Services shall only encompass duties and functions of the type within the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter, statutes of the State, and various COUNTY ordinances. CITY delegates to the COUNTY the power and the authority to perform the Services. Services under the terms of this Agreement shall include the enforcement of the CITY Ordinance. Services may also include the filing of enforcement actions, filing of required reports, and issuing permits when so requested in writing by the CITY. Services shall not include any associated with the CITY's Standard Urban Stormwater Mitigation Plan requirements, unless expressly requested in writing by CITY. Services shall also not include inspection of open sanitary fills unless the CITY, by a separate written agreement of its Council, requests such services.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services.

#### Section 2. CITY Cooperation

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents, and employees.

#### Section 3. Supplies

COUNTY shall provide all labor, supervision, equipment, and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that it is necessary to use special supplies, including but not limited to stationery, notices, educational materials, and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

#### Section 4. Status of COUNTY Employees

A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any City pension, Worker's Compensation, or to any other status or right as a CITY employee.

B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.

#### Section 5. Compensation of COUNTY Employees

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

## Section 6. CITY Ordinance Compliance with COUNTY Code

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 20, Division 2. This Agreement may be terminated by COUNTY after sixty<sup>1</sup> (60) days written notice if CITY does not amend CITY Ordinance in accordance with amendments to COUNTY Code, Title 20, Division 2. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

## Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within sixty (60) days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY shall notify CITY of the COUNTY's intent to increase COUNTY fees or of any significant increases in costs to provide services on behalf of CITY, not less than 60 days in advance from when said increases take effect, not inclusive of Consumer Price Index (CPI) adjustments. The CITY shall be notified on the CPI adjustments within a timely manner before it takes effect. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. The COUNTY shall notify the CITY of unpaid or delinquent debts in a timely manner for follow-up and collection procedures to be conducted by the CITY. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

## Section 8. Payment by CITY to COUNTY for Services

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within thirty (30) calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within thirty (30) calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so. COUNTY shall provide a detailed report of services provided by COUNTY on behalf of CITY, upon request by the CITY, and within 30 days of said request. Said report shall include a breakdown of costs and/or hours spent by COUNTY on specified project information as it relates to services described on COUNTY invoices. The CITY reserves the right to withhold payment for any services not deemed reasonable and necessary by the CITY.



"Expenditures" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses, and overhead. Expenditures for services shall not exceed \$250,000 per year, unless specifically authorized by the CITY.

#### Section 9. Term and Termination

This Agreement shall become effective on the date first mentioned above and shall expire June 30, 2015. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving (90) days notice to the other party.

#### Section 10. Assumption of Liability

The Assumption of Liability Agreement No. 59595 of the General Services Agreement executed by the CITY and adopted by the Board of Supervisors on June 21, 1988, and currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

#### Section 11. Compliance and Obligations

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by Federal, State, and local laws, permits, and regulations.

#### Section 12. Governing Law

This Agreement is to be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

#### Section 13. Amendment

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

#### Section 14. Entire Agreement

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

#### Section 15. Severability

If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

#### Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its City Manager and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

By Gloria Molina  
Chair, Board of Supervisors

ATTEST:

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



By Chris Talar  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

30 NOV 30 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By Andrea Sheridan Ordin  
Deputy

ATTEST:

CITY CLERK \_\_\_\_\_

DATE \_\_\_\_\_

CITY OF SANTA CLARITA

By Jim Steh  
City Manager

By Sandra NTE  
City Clerk

APPROVED AS TO FORM:

BURKE, WILLIAMS & SORENSEN

By James P. Burke  
City Attorney

1                                    ASSUMPTION OF LIABILITY AGREEMENT

2                    THIS AGREEMENT, dated for reference purposes only, on the  
3 15th day of December, 1987, is made and entered into between the  
4 County of Los Angeles, sometimes hereinafter referred to as the  
5 "County," and the City of Santa Clarita, sometimes hereinafter  
6 referred to as the "City."

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8                                    RECITALS

9                    (a) City and County have heretofore contracted for the  
10 performance of services by County, its officers, agents and  
11 employees, and will in the future extend, renew and amend such  
12 contracts, and enter into other and further contracts for the  
13 performance of services; and

14                    (b) Such contracts are agreements defined under §895 of the  
15 Government Code, and pursuant to §895.2 thereof joint and several  
16 liability is imposed on the parties; and

17                    (c) Pursuant to §895.4 of the Government Code the parties  
18 as a part of the aforementioned agreements may provide for  
19 contribution or indemnification upon any liability arising out of  
20 the performance of the agreement; and

21                    (d) The County is willing to assume liability and defend  
22 and hold the City harmless from any loss, cost or expense caused  
23 by the negligent or wrongful acts or omissions of County officers,  
24 its agents and employees, occurring in the performance of said  
25 agreement; and

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1 (e) The City is willing to assume liability and defend and  
2 hold the County harmless from loss, cost or expenses caused by  
3 the negligent or wrongful act or omission of city officers,  
4 agents or employees occurring in the performance of agreements  
5 between the parties, except as hereinafter provided.

6 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

7 1. The County will assume liability and defend and  
8 hold the City harmless from loss, costs or expenses caused  
9 by the negligent or wrongful act or omission of County  
10 officers, agents and employees occurring in the performance  
11 of agreements between the parties hereto to the extent that  
12 such liability is imposed on the City by the provisions of  
13 §895.2 of the Government Code of the State of California.

14 2. The City will assume liability and defend and hold  
15 the County harmless from loss, costs or expenses caused by  
16 the negligent or wrongful act or omission of City officers,  
17 agents and employees occurring in the performance of agree-  
18 ments between the parties hereto to the extent that such  
19 liability is imposed on the County by the provisions of  
20 §895.2 of the Government Code of the State of California. In  
21 addition, when liability arises pursuant to §§830, et seq.,  
22 of the Government Code, by reason of a dangerous condition  
23 of public property of the City, the City shall assume  
24 liability and defend and hold the County harmless from loss  
25 costs or expenses caused by the negligent or wrongful act or  
26 omission of City officers, agents and employees, whether

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1 arising in the performance of an agreement between the  
2 parties hereto, with the exception that the County shall  
3 assume liability and defend and hold the City harmless from  
4 loss, costs or expenses caused by the negligent or wrongful  
5 act or omission of County officers, agents and employees,  
6 occurring in the performance of any agreement between the  
7 parties hereto where a duty is imposed on the County pursuant  
8 to such agreement to provide maintenance or inspection  
9 services pertaining to said property. Where such an agree-  
10 ment between a City and County provides that the County will  
11 provide at least the same level of maintenance or inspecting  
12 services that the County provides to unincorporated areas,  
13 the County will assume liability and defend and hold the  
14 City harmless from loss, costs or expense caused by the  
15 negligent or wrongful act or omission of County officers,  
16 agents and employees in failing to provide said services in  
17 accordance with said agreement.

18 3. The parties further agree that the Auditor-  
19 Controller of the County shall establish a fund for the pay-  
20 ment of losses for which the County may be liable under the  
21 terms of this agreement, and the County agrees to maintain  
22 the fund for the purpose of paying such losses which may  
23 occur through its performance under agreements to provide  
24 city services to the cities within the County.

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4. It is understood by the parties that the fund referred to in paragraph 3 above is under the full control of the Board of Supervisors and reappropriation of unencumbered year-end balances in this fund is discretionary with the Board of Supervisors.

5. The City agrees to make payment to the fund, and the County agrees to require each city receiving services under City Service Agreements to also contribute to the fund. Payments towards the total amount of the fund shall be made by the City in such amounts as may be established by the Auditor-Controller according to the policy and procedure established by the Board of Supervisors, and in the same ratio as the cost of services received by the City is to the total cost to the County for its performance of City Service Agreements during each fiscal year. In the event that City should elect to terminate its Service Agreement with the County, its responsibility to contribute to the fund pursuant to this agreement shall be limited to payment of amounts which accrue prior to the effective date of said termination.

6. Each party agrees to fully cooperate with the other and assist the other party hereto in all matters relating to losses covered by the terms of this agreement, and more specifically but not limited thereby, each party will:

(a) Give prompt notification of all occurrences covered or likely to be covered by the terms hereof, together with the particulars thereof to the other party hereto;

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(b) If claim is made, or suit is brought against a party on occurrences covered or likely to be covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons or other process received by it to the other party hereto.

7. Should City agree, stipulate, consent to, or otherwise suffer the granting of any claim, the making of any judgment, order, or other award for damages or other relief against itself or any of its or the County's officers, agents, or employees in any proceeding or action authorized by law involving a matter arising out of the performance by the County of services affected hereby without the prior written consent thereto of the County, the City agrees to indemnify, hold harmless, and defend the County from any loss, cost or expense to it arising from such claim, judgment or other award irrespective of the legal basis upon which liability may be imposed by such action including liability of the County under the provisions of Section 895.2 of the Government Code.

8. Any party may at its own cost participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on the other party, and where the other party has consented thereto.

9. This agreement shall apply to and shall be deemed to be a part of all agreements now existing or hereafter

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1 entered into, including amendments, renewals, or other  
2 extensions thereof, wherein the City and County have con-  
3 tracted under circumstances wherein the liability of the City  
4 and County is joint and several under §895.2 of the Govern-  
5 ment Code of the State of California. The provisions of the  
6 agreement shall supersede and control over any other provi-  
7 sions inconsistent therewith in any such contract, heretofore  
8 or hereafter entered into by and between the parties hereto  
9 unless by specific reference therein this Assumption of  
10 Liability Agreement is inapplicable.

11 10. On the effective date of this agreement that cer-  
12 tain agreement entitled "Assumption of Liability Amendment",  
13 if any between the parties, is terminated. The effective  
14 date of this agreement is the date executed by the parties  
15 but in no event sooner than 12:00 A.M., March 15, 1978,  
16 unless the aforementioned Assumption of Liability Amendment  
17 should be sooner terminated by the parties, in which event  
18 the date of such termination shall be the effective date of  
19 this agreement. Upon the effective date of this agreement  
20 same shall continue during the term of any agreement for  
21 services to which the same is applicable, unless the County  
22 shall sooner elect to terminate this agreement upon thirty  
23 days written notice to the City. The County further agrees  
24 that this agreement shall be only terminated upon the occur-  
25 rence of the foregoing, or any one or more of the following  
26 events:

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(a) Failure of the City to cooperate with the County as required by this agreement.

(b) Upon the City authorizing any judgement, order or other award for damages without the consent of the County in violation of the terms and provisions of this agreement.

(c) Upon the County's election in its absolute discretion to terminate this Assumption of Liability Agreement as to all cities having such service agreements with the County.

11. To the extent that the County has agreed to indemnify, defend and waive harmless a city, its officers, agents and employees under this agreement, said obligation shall continue to exist during the term of this agreement whether or not there are sufficient funds for such indemnity, defense or hold harmless in the fund established by the Auditor-Controller. It is further understood that the County may also utilize said fund for the purchase of commercial insurance and claims management services and for the payment of other costs to cover the exposures of the County hereunder in whole or in part.

12. On termination by the City of service contract with the County, or upon termination by the County for any cause, the County shall continue to indemnify, defend and hold harmless the City for all claims and losses for which liability is imposed on the County by the terms of this agreement, and

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where arising out of the County's negligent or wrongful act or omission, prior to the effective date of said termination. Said City shall not be entitled to return of any consideration paid by it towards the fund established by the Auditor-Controller on the termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year hereinafter set forth.

CITY OF  
By Howard P. [Signature]  
Mayor

ATTEST this 23<sup>rd</sup> day of June, 1988.

[Signature]  
City Clerk



COUNTY OF LOS ANGELES  
By [Signature]  
Chairman, Board of Supervisors

ATTEST this 21<sup>st</sup> day of June, 1988.

LARRY J. MONTEILH, Executive Officer-  
Clerk of the Board of Supervisors  
By [Signature]  
Deputy

APPROVED AS TO FORM  
DeWitt W. Clinton, County Counsel  
By [Signature]  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

48

JUN 21 1988

[Signature]  
LARRY J. MONTEILH  
EXECUTIVE OFFICER