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LOS ANGELES COUNTY ROAD DEPARTMENT

August 4, 1953

In Reply Please
Refer to File B

The Honorable Board of Supervisors

County of Los Angeles

Supervisory District 4

Sirs:

Subject: Bridge Maintenance Agreement
for Dominguez Pedestrian Bridge
overcrossing Santa Fe Avenue.

RECOMMENDATION: That your Honorable Board adopt an order entering into an agreement with the Los Angeles City School District of Los Angeles County for the maintenance of the Dominguez Pedestrian Bridge overcrossing Santa Fe Avenue, and authorizing the Chairman to execute the agreement.

The pedestrian overcrossing will be financed and constructed by the Los Angeles City School District and will be utilized primarily by students attending the Dominguez School at 21250 Santa Fe Avenue.

The attached Bridge Maintenance Agreement requires the School District to maintain the entire bridge structure at their own expense.

Attached are five copies of the proposed agreement which has been approved as to form by the County Counsel. It is requested that four executed copies of the Agreement together with four approved copies of this order be returned to this Department. It is further requested that the Chairman of the Board initial all four copies on line 27, page 1, where indemnify has been stricken on advice of the County Counsel.

Respectfully submitted,



SAM R. KENNEDY
Road Commissioner

ORDER ADOPTED
By Board of Supervisors

SRK:AAK:ILM:so
Attach.

cc: Supv. Legg-attached
Supv. Hahn-mailed
Supv. Chace-mailed
C.A.O.-mailed
Mr. F. E. Jones

RECEIVED

AUG 11 1953

RAY E. LEE, CHIEF CLERK



1823 VNB JV BW 1:33
CIV COMM. BOVD DEBT



RAY E. LEE
CHIEF CLERK OF THE BOARD

County of Los Angeles

Board of Supervisors

501 Hall of Records

Los Angeles 12

MEMBERS OF THE BOARD
JOHN ANSON FORD
CHAIRMAN
HERBERT C. LEGG
KENNETH HAHN
BURTON W. CHACE
ROGER W. JESSUP

TUESDAY, AUGUST 11, 1953

The Board met in regular session. Present: Supervisors John Anson Ford, Chairman presiding, Herbert C. Legg, Kenneth Hahn and Burton W. Chace; and Harold J. Ostly, Clerk, by Ray E. Lee, Deputy Clerk. Absent: Supervisor Roger W. Jessup.

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IN RE DOMINGUEZ PEDESTRIAN OVERPASS ACROSS SANTA FE AVENUE AT THE DOMINGUEZ SCHOOL; APPROVAL OF MAINTENANCE AGREEMENT WITH THE LOS ANGELES CITY SCHOOL DISTRICT OF LOS ANGELES COUNTY.

On motion of Supervisor Hahn, unanimously carried, it is ordered that the following agreement be approved and signed by the Chairman of this Board in behalf of the County of Los Angeles, to wit:

Maintenance Agreement, dated July 21, 1953, by and between the County of Los Angeles and the Los Angeles City School District of Los Angeles County, referring to the proposed construction by the said District, at its own expense, of a bridge across Santa Fe Avenue at the location of the Dominguez School, 21250 Santa Fe Avenue, Long Beach, to be called the Dominguez Pedestrian Overpass, which overpass will lie within the right of way for Santa Fe Avenue, and part of the County Primary Highway System, - and whereby the District agrees, at its sole cost and expense, to maintain, repair and renew the entire structure after its completion, in a good and first-class condition for safe and convenient use, and to save harmless the County from all suits or actions brought for or on account of any injury or damage incurred in connection with the construction and maintenance of the said structure and its use by the public.

(Agreement No. 996-B)

I hereby certify that the foregoing is a full, true and correct copy of an order which was adopted by the Board of Supervisors of the County of Los Angeles, State of California, on August 11, 1953, and entered in the minutes of said Board.

HAROLD J. OSTLY, County Clerk of the
County of Los Angeles, State of
California, and ex officio Clerk
of the Board of Supervisors of
said County.

By

Deputy Clerk

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WITNESSETH:

The DISTRICT shall ~~indemnify and~~ save harmless the COUNTY from all suits or actions of every name and description, brought for, or on account of any injuries or damages received by any person or

3 This Agreement, made and entered into this 21st
4 day of July, 1953, by and between the COUNTY OF LOS ANGELES,
5 hereinafter called the COUNTY, and the LOS ANGELES CITY SCHOOL DISTRICT
6 OF LOS ANGELES COUNTY, hereinafter called the DISTRICT.

7 WITNESSETH:

8 WHEREAS, the Dominguez School, located at 21250 Santa Fe
9 Avenue, Long Beach, California, is in and operated by the DISTRICT, and

10 WHEREAS, the DISTRICT proposes to construct a bridge at its
11 own expense across Santa Fe Avenue at said location, to be called the
12 Dominguez Pedestrian Overpass, hereinafter called the Overpass, and

13 WHEREAS, the Overpass will be owned by and the property of
14 the DISTRICT, and

15 WHEREAS, the Overpass will lie within the right of way for
16 Santa Fe Avenue, and

17 WHEREAS, Santa Fe Avenue at the location of the Overpass is
18 a part of the County Primary Highway System.

19 NOW THEREFORE, in consideration of the mutual benefits to the
20 COUNTY and DISTRICT and of the premises herein contained, it is hereby
21 agreed as follows:

22 1. After the completion of the Overpass, the DISTRICT shall,
23 at its sole cost and expense, maintain the entire structure. The entire
24 expense of maintaining, repairing, and renewing said Overpass, in a good
25 and first-class condition for safe and convenient use, shall be borne
26 by the DISTRICT.

27 The DISTRICT shall ~~indemnify and~~ ^{defend} save harmless the COUNTY
28 from all suits or actions of every name and description, brought for,
29 or on account of any injuries or damages received by any person or
30 persons, by or from the DISTRICT, its officers or agents, in the construc-
31 tion and maintenance of the Overpass, and its use by the public.

32 2. In the event the DISTRICT fails to maintain, repair, or

2 provided, the COUNTY reserves the right to cause such work to be per-
3 formed or to cause said Overpass to be removed, when so to do is deemed
4 to be in the best interest of the COUNTY or necessary for the safety
5 and welfare of the public.

6 When such work is or caused to be performed by the COUNTY,
7 the DISTRICT agrees to forthwith reimburse the COUNTY upon demand for
8 all expenses incurred in connection therewith.

9 IN WITNESS WHEREOF, the COUNTY and DISTRICT have caused this
10 instrument to be executed by their duly authorized officers the date
11 first written above.

12
13 COUNTY OF LOS ANGELES

14
15 ATTEST: HAROLD J. OSTLY, County Clerk
16 and ex-officio Clerk of the
17 Board of Supervisors

18 By John A. Sanford
19 Chairman, Board of Supervisors

20 By [Signature]

21 LOS ANGELES CITY SCHOOL DISTRICT
22 OF LOS ANGELES COUNTY

23 BY BOARD OF EDUCATION OF THE
24 CITY OF LOS ANGELES

25 ATTEST:

26 By H. W. Kennedy
27 President

28 By [Signature]

29 By Charles B. [Signature]
30 Director of Real Estate

31 APPROVED AS TO FORM
32 HAROLD W. KENNEDY
County Counsel

By Ch. H. [Signature]
Deputy