

## **UTILITY RELOCATION AND REIMBURSEMENT AGREEMENT**

This Utility Relocation and Reimbursement Agreement ("Agreement"), made and entered into this \_\_\_\_ day of August, 2021 by and between the CITY OF CARSON, a charter city (hereinafter referred to as "CARSON"), and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a Municipal Corporation (hereinafter referred to as "MWD"). CARSON and MWD may be referred to herein at times as the "Parties" and a "Party."

### **WITNESSETH**

WHEREAS, CARSON wishes to make improvements to a public right of way known as 223rd Street from a point east of Wilmington Avenue to the Alameda Street Bridge within the City of Carson boundaries (the "Project"); and

WHEREAS, MWD's utility equipment is located within the Project area and includes a utility vent stack and appurtenant equipment; and

WHEREAS, CARSON and MWD both agree that MWD's utility equipment needs to be relocated in order to accommodate CARSON's Project (the "Relocation"); and

WHEREAS, CARSON and MWD wish to set forth the terms and conditions for this relocation work by CARSON'S contractors and agents;

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

#### **1) PURPOSE OF THE AGREEMENT:**

The purpose of this Agreement is to provide the term and means by which MWD shall reimburse CARSON for the costs of Relocation. The relocated facilities will be located in a mutually agreeable location.

#### **2) MWD AGREES:**

a. Upon receipt of each invoice and written report showing the breakdown of the invoice amount for the actual work done or right-of-way acquired, MWD will remit the amount owed to CARSON within 30 days of MWD's receipt of an invoice. MWD shall be required to make reimbursement payments for documented, valid expenses up to a not to exceed amount of \$73,319.31 for the relocation of any and all MWD facilities affected by the Project. Notwithstanding the foregoing, MWD reserves the right to request and review any backup materials, accounting reports, including without limitation, receipts and agreements between CARSON and its construction contractors and consultants to substantiate the invoice.

b. To cooperate with CARSON issuing notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed Relocation.

3) CARSON AGREES:

a. To coordinate with utility organizations and owners of substructure and overhead facilities, and to project manage and to direct CARSON's contractor to conduct all other work necessary to complete the Relocation, including but not limited to compliance with all restrictions and regulatory requirements set forth in that certain Land Use Covenant and Agreement ("Covenant Agreement") between Stauffer Management Company LLC (SMC) and the California Department of Toxic Substances Control, recorded on September 4, 2013, as Instrument No. 20131292479 in the Los Angeles County Official Records, and applicable state and federal environmental contaminant and hazardous substance laws.

b. To ensure the contractors and consultants carrying out CARSON's obligations related to the Relocation are appropriately qualified, insured, and licensed to perform the tasks assigned to them.

c. To obtain MWD's written approval on the new location of the relocated utilities (if within the street right-of-way) for the Relocation prior to construction. MWD's approval may not be unreasonably withheld, conditioned or delayed.

d. To maintain all cost accounting records of the cost of the Relocation for three years following final payment for the utility relocation costs and submit progress invoices to MWD, for costs incurred as of the billing date and including all related back up accounting records, for reimbursement. CARSON shall submit a written notice of completion of the Relocation within thirty (30) days of completion of the work; and a final invoice within 45 days after notice of completion which shall include an itemized statement of the total costs for the work and amounts paid for progress invoices.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. During construction of the Relocation, MWD shall furnish an inspector to perform the functions of an inspector of construction of the Relocation. CARSON may also furnish an inspector or other representative to inspect construction of the Relocation pursuant to customary city practices. CARSON shall have no obligation to inspect the Relocation. The inspectors shall cooperate and consult with each other, but the orders of the MWD inspector to the person in charge of construction as to the design of the MWD facilities shall prevail and be final.

b. If the Project is canceled or modified for any reason prior to completion of the Relocation, MWD may terminate this Agreement by written notice to CARSON. CARSON

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shall submit a final invoice for costs incurred prior to termination; provided that any work required to restore MWD's facilities to their condition prior to commencement of any Relocation work shall be performed after termination and the cost thereof shall be reimbursed by CARSON in accordance with this Agreement.

c. This Agreement may be amended or modified only by mutual written amendment executed by authorized representatives of CARSON and MWD.

d. Each Party shall have no financial obligation to the other Party under this Agreement, except as herein expressly provided.

e. Any notice, correspondence, communication, or contact concerning this Agreement shall be directed to the following below. Communications should be provided in both hard copy and email:

Metropolitan Water  
District of Southern  
California:

Metropolitan Water District of  
Southern California  
700 N. Alameda Street  
Los Angeles, CA 90012  
Attn: Francisco Flores, Substructures  
Team Manager

Email: [fflores@mwdh2o.com](mailto:fflores@mwdh2o.com)

City of Carson:

City of Carson  
Public Works Department  
701 E Carson Street  
Carson, CA 90745  
Attn: Gilbert M. Marquez, City Engineer

Email: [gmarquez@carsonca.gov](mailto:gmarquez@carsonca.gov)

f. CARSON and MWD shall comply with all applicable laws and regulations in the performance of this Agreement.

g. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and the Parties covenant and agree to submit to the personal jurisdiction of such court in the event of such action. In

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the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

h. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

i. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties to this Agreement have caused this Agreement to be executed on their behalf.

**THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA**

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John V. Bednarski, Chief Engineer  
The Metropolitan Water District  
of Southern California

**CITY OF CARSON**

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Lula Davis-Holmes, Mayor

ATTEST:

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John W. Carroll, Sr.  
Chief Deputy City Clerk

September 7, 2021

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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Sunny K. Soltani, City Attorney  
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