

JOINT LANDSCAPING IMPROVEMENT PROJECT AGREEMENT
(CITY OF AGOURA HILLS/CITY OF WESTLAKE VILLAGE)

THIS JOINT LANDSCAPING IMPROVEMENT PROJECT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2006 ("Effective Date"), by and between the City of Agoura Hills ("Agoura Hills") and the City of Westlake Village ("Westlake Village"), both of which are California general law cities. Agoura Hills and Westlake Village are sometimes referred to individually as a "City" and collectively as "the Cities."

R E C I T A L S

A. Agoura Hills and Westlake Village are adjacent municipalities and Thousand Oaks Boulevard is a public street lying partially within each's territorial jurisdiction.

B. The Cities desire to jointly construct and maintain a landscaping improvement project on Thousand Oaks Boulevard in the area of their common boundary line.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Cities agree as follows:

Section 1. Purpose. This Agreement is entered into by the Cities pursuant to the Joint Exercise of Powers Act ("Act") to provide for the construction and maintenance of a landscaping improvement project with ancillary fencing improvements ("Project") on a portion of Thousand Oaks Boulevard that is approximately seven hundred feet (700') in length and generally is bounded by Lake Lindero Drive on the Agoura Hills side and by Portola Court on the Westlake Village side ("Project Site").

Section 2. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated. After construction of the Project, either City may terminate this Agreement upon ninety (90) days written notice to the other City.

Section 3. Administering Agency. For purposes of the Act, the administering agency for this Agreement shall be the Cities. This Agreement does not provide for the creation of an agency or entity separate from the Cities. In exercising their common power under this Agreement, the Cities shall be subject to the restrictions applicable to Westlake Village.

Section 4. Project Construction.

A. *Lead Agency*. Westlake Village shall act as the lead agency in the construction of the Project. In such capacity, Westlake Village shall solicit bids, award the construction contract and make all design and construction decisions, subject to the approval of Agoura Hills' City Engineer.

B. *Cost Sharing*. The Cities agree to evenly share the construction cost for the Project. Westlake Village shall pay the total construction cost, and Agoura Hills shall promptly pay its share to Westlake Village upon completion of construction and submission of a written request for reimbursement with appropriate documentation.

C. *Accountability.* Westlake Village shall maintain records of Project-related disbursements in accordance with accepted government accounting principles. Such records shall be available to Agoura Hills for audit.

D. *Releases.* Westlake Village shall secure releases after completion and acceptance of the Project.

Section 5. Project Maintenance.

A. *Agoura Hills Obligation.* Agoura Hills shall maintain all Project-related landscaping, fencing, irrigation equipment and bridge planters within its territorial jurisdiction on both sides of the Project Site and shall bear all costs associated with such maintenance. Agoura Hills shall also provide irrigation waters to the entire median within the Project Site (including the portion lying with Westlake Village).

B. *Westlake Village Obligation.* Westlake Village shall maintain all Project-related landscaping, fencing and irrigation equipment on the both sides of the Project Site within its territorial jurisdiction and shall bear all costs associated with such maintenance. Westlake Village shall also provide irrigation waters to the bridge planters within the Project Site (which lie solely within Agoura Hills).

C. *Reconstruction.* Each City shall bear all costs associated with the repair or replacement of Project-related landscaping, fencing, irrigation equipment or bridge planters that it owns.

D. *Effect of Termination.* Upon termination of this Agreement, the Cities shall agree to terms for the provision of irrigation waters to the median and bridge planters within the Project Site.

Section 6. Indemnification.

A. *Agoura Hills Obligation.* Agoura Hills shall defend, indemnify and hold harmless Westlake Village and its officers, employees and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including without limitation death or injury to any person and injury to any property) resulting from acts or omissions of Agoura Hills or any of its officers, employees or agents in connection with Agoura Hills' obligations and performance under this Agreement.

B. *Westlake Village Obligation.* Westlake Village shall defend, indemnify and hold harmless Agoura Hills and its officers, employees and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including without limitation death or injury to any person and injury to any property) resulting from acts or omissions of Westlake Village or any of its officers, employees or agents in connection with Westlake Village's obligations and performance under this Agreement.

C. *Survival.* This section shall survive the termination or expiration of this Agreement.

Section 7. Miscellaneous.

A. *Property Ownership.* Each City shall have exclusive ownership of the Project-related landscaping, bridge planters, fencing and irrigation equipment lying within its territorial jurisdiction. Ownership shall vest in Agoura Hills upon payment of the Agoura Hills' share of the construction cost.

B. *Dispute Resolution.* The Cities shall attempt to resolve any dispute that may arise between them through mediation. This Agreement shall be interpreted in accordance with the plain meaning of the language used, and shall be deemed to have been jointly drafted by the Cities.

C. *Integration.* This Agreement (including the attached Exhibit "A") represents the entire and integrated contract between the Cities, and supersedes all prior oral or written negotiations, representations or contracts on this subject matter. This Agreement may not be amended, nor any provision or breach waived, except in a writing signed by the Cities' duly authorized representatives, which writing expressly refers to this Agreement.

TO EFFECTUATE THIS AGREEMENT, the Cities have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"Agoura Hills"

"Westlake Village"

By: _____

By: _____

Denis Weber, Mayor

Susan McSweeney, Mayor

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Kimberly Rodrigues, City Clerk

Beth Schott, City Clerk

