COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

JAMES A. NOYES, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 5, 2004

IN REPLY PLEASE REFER TO FILE: PD-2

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

Dear Supervisors:

AVIATION BOULEVARD (PHASE I)
FROM 33RD STREET TO MARINE AVENUE
CITY OF HAWTHORNE-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICTS 2 AND 4
4 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign the cooperative agreement with the City of Hawthorne to acquire right of way and to perform the preliminary engineering on a project to widen, resurface, and reconstruct Aviation Boulevard from 33rd Street to Marine Avenue. The agreement provides for the County to perform the preliminary engineering and to be responsible for right-of-way acquisition and clearance matters for this project. Under the terms of the agreement, the City is to finance the cost of the preliminary engineering and right-of-way acquisition and clearance matters in excess of Los Angeles County Metropolitan Transportation Authority grant funds and the County's contribution of $150,000. The City of Hawthorne will administer the construction contract for this project under a separate City of Hawthorne-City of Manhattan Beach cooperative financial agreement, which will be processed by the City of Hawthorne following the completion of the preliminary engineering and right-of-way acquisition phase. The total cost for the preliminary engineering and right-of-way acquisition and clearance matters is currently estimated to be $420,000, with Los Angeles County Metropolitan Transportation Authority grant funds being $121,400, the City of Hawthorne's share being $148,600, and the County's share being $150,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Cities of Hawthorne and Manhattan Beach propose to acquire right of way and widen, reconstruct, and resurface the deteriorated roadway pavement on Aviation Boulevard from 33rd Street to Marine Avenue, which is jurisdictionally shared between the Cities of Hawthorne and Manhattan Beach. The work also includes the reconstruction of curb, gutter, sidewalk, driveways, raised medians, and drainage structures; construction of wheelchair ramps; and modification of traffic signals. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. Sections 1680 through 1684 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a four-fifths vote of its members, determine that the improvement or alteration of any interest within a city is of general county interest and that county aid shall be extended therefore.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence as it provides the Cities of Hawthorne and Manhattan Beach with County assistance for the improvement of their streets for the benefit of the motoring public. It also satisfies the goal of Organizational Effectiveness by utilizing a collaborative effort to expedite completion of the project.

FISCAL IMPACT/FINANCING

The total cost for the preliminary engineering and right-of-way acquisition and clearance matters is currently estimated to be $420,000, with Los Angeles County Metropolitan Transportation Authority grant funds being $121,400, the City's share being $148,600, and the County's share being $150,000. Funding for this project is included in the Fiscal Year 2003-04 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement, which has been approved as to form by County Counsel, provides for the County to perform the preliminary engineering and to be responsible for right-of-way

acquisition and clearance matters for this project. Under the terms of the agreement, the City of Hawthorne is to finance the cost of the preliminary engineering and the right-of-way acquisition and clearance matters in excess of the Los Angeles County Metropolitan Transportation Authority grant funds and the County's contribution.

ENVIRONMENTAL DOCUMENTATION

On May 15, 2001, Synopsis No. 95, your Board approved a Negative Declaration prepared for this project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Aviation Boulevard is on the County's Highway plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to Public Works for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

Donald L. Wolfe

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

CITY ORIGINAL

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF HAWTHORNE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

WITNESSETH

WHEREAS, Aviation Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to acquire right of way and widen, reconstruct, and resurface the deteriorated roadway pavement on Aviation Boulevard (Phase I) from 33rd Street to Marine Avenue, including the reconstruction of curb, gutter, sidewalk, driveways, and drainage structures; construction of wheelchair ramps; and modifications of traffic signals, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the shared geographical boundary of CITY and City of Manhattan Beach; and

WHEREAS, PROJECT is of general interest to CITY, City of Manhattan Beach, and COUNTY; and

WHEREAS, CITY has requested and the County is willing to perform or cause to perform the preliminary engineering for PROJECT; and

WHEREAS, COUNTY is also willing to be responsible for right-of-way acquisition and clearance matters for properties affected by PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, right of way acquisition and clearance matters, construction contract, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Four Hundred Sixty Thousand and 00/100 Dollars ($1,460,000.00); and

WHEREAS, COUNTY has agreed to obtain a portion of the grant funds from the South Bay Cities Council of Governments for PROJECT, currently estimated to be One Hundred Twenty-one Thousand Four Hundred and 00/100 Dollars ($121,400.00), to be utilized toward the costs of preliminary engineering and right-of-way acquisition and clearance matters for PROJECT; and

WHEREAS, COUNTY has agreed to contribute One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) to be utilized toward the costs of preliminary engineering and right-of-way acquisition and clearance matters for PROJECT; and

WHEREAS, CITY is willing to finance the costs of preliminary engineering and right of way acquisition and clearance matters for PROJECT in excess of Los Angeles County Metropolitan Transportation Authority grant funds and COUNTY'S contribution, currently estimated to be One Hundred Forty-eight Thousand Six Hundred and 00/100 Dollars ($148,600.00); and

WHEREAS, costs of preliminary engineering and right of way acquisition and clearance matters for PROJECT are currently estimated to be Four Hundred Twenty Thousand and 00/100 Dollars ($420,000.00) with Los Angeles County Metropolitan Transportation Authority grant funds being One Hundred Twenty-one Thousand Four Hundred and 00/100 Dollars ($121,400.00), CITY'S share being One Hundred Forty-eight Thousand Six Hundred and 00/100 Dollars ($148,600.00), and COUNTY'S share being One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00); and

WHEREAS, CITY is willing to administer the construction phase for PROJECT, under a separate CITY-City of Manhattan Beach Agreement, which will be processed by CITY following the completion of the preliminary engineering and the right-of-way acquisition and clearance matters phase and COUNTY shall have no further obligations for the COST OF PROJECT.

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

(1) DEFINITIONS:

a. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, right-of-way acquisition and clearance matters, construction contract, required materials, detour, signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

b. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

c. The cost of "right of way acquisition and clearance matters," as referred to in this AGREEMENT, shall consist of the costs of investigating and preparing search maps for right-of-way identification, property appraisals, title reports, preparation of legal descriptions, acquiring any parcels of land and easements including negotiations, condemnation activities and escrow costs, clearing any improvements within right of way; obtaining permits to enter other property, incidental and litigation expenses, and all other work necessary to acquire right of way; and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

(2) CITY AGREES:

a. To finance the costs of preliminary engineering and right of way acquisition and clearance matters for PROJECT in excess of Los Angeles County Metropolitan Transportation Authority grant funds and COUNTY'S contribution, the actual amount of which is to be determined by a final accounting of the costs of preliminary engineering and right-of-way acquisition and clearance matters for PROJECT.

b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance its share of the costs of preliminary engineering and right-of-way acquisition and clearance matters for PROJECT, currently estimated to be One Hundred Forty-eight Thousand Six Hundred and 00/100 Dollars ($148,600.00).

c. To administer the construction phase for PROJECT following the completion of the preliminary engineering and right-of-way acquisition and clearance matters for PROJECT.

(3) COUNTY AGREES:

a. To obtain a portion of the grant funds from South Bay Cities Council of Governments, currently estimated to be One Hundred Twenty-one Thousand Four Hundred and 00/100 Dollars ($121,400.00), to be utilized toward the costs of preliminary engineering and right-of-way acquisition and clearance matters for PROJECT.

b. To perform or cause to perform the preliminary engineering for PROJECT.

c. To be responsible for the right-of-way acquisition and clearance matters for properties affected by PROJECT.

d. To contribute One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) to be utilized toward the costs of preliminary engineering and right-of-way acquisition and clearance matters for PROJECT.

e. To furnish CITY, within one hundred twenty (120) calendar days after completion of preliminary engineering and right-of-way acquisition and clearance matters, a final accounting of the actual costs of preliminary engineering and right of way acquisition and clearance matters.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS.

a. That if CITY'S share of the costs of preliminary engineering and right of way acquisition and clearance matters for PROJECT, based upon the final accounting, exceeds CITY'S payment, CITY shall pay to COUNTY the additional amount upon demand. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said payment, COUNTY shall refund the difference to CITY.

b. That if CITY'S final payment, as set forth in paragraph (4) a., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

c. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY of Los Angeles Department of Public Works within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.

d. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.

e. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Stanley E. Scholl
Director of Public Works
City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250-4482

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

g. That CITY shall administer the construction phase for PROJECT under a separate CITY-City of Manhattan Beach Agreement, which will be processed by CITY following the completion of the preliminary engineering and the right of way acquisition and clearance matters phase.

h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

i. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

j. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32711 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF HAWTHORNE on _____, 2004, and by the COUNTY OF LOS ANGELES on _____, 2004 .

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By_____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By_____
Deputy

CITY OF HAWTHORNE

By_____
Mayor

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

By_____
City Attorney

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