



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

January 20, 2005

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:

**120TH STREET AT FELTON AVENUE  
CITY OF HAWTHORNE-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 2  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to fully upgrade traffic signals at the intersection of 120th Street and Felton Avenue, which is jurisdictionally shared between the City of Hawthorne and the County, is categorically exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the cooperative agreement with the City for this project. The total project cost is currently estimated to be \$116,000, with the City's share being \$87,000 and the County's share being \$29,000, up to a maximum of 20 percent above said amount. Funding is available in the Second Supervisorial District's Fiscal Year 2004-05 Road Construction Program.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Hawthorne and the County propose to fully upgrade the traffic signals at the intersection of 120th Street and Felton Avenue, which is jurisdictionally shared with the City of Hawthorne.

Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

This proposal is also authorized and provided for by the provisions of Title 1, Chapter 5, Article 1, of the Government Code.

### **Implementation of Strategic Plan Goals**

This action meets the County's Strategic Plan Goal of Service Excellence. By upgrading the traffic signals at the intersection of 120th Street and Felton Avenue, residents of the City of Hawthorne and unincorporated County area who travel on this street will benefit, and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$116,000, with the City's share being \$87,000 and the County's share being \$29,000, up to a maximum of 20 percent above said amount. Funding for this project is available in the Second Supervisorial District's Fiscal Year 2004-05 Road Construction Program.

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

The agreement provides for the County to perform the preliminary engineering and for the City to administer the construction of the project, with the City and the County to finance their jurisdictional shares, 75 percent and 25 percent, respectively, of the cost of the project. The total cost of the project is estimated to be \$116,000, with the City to finance \$87,000 and the County to finance \$29,000. The County's actual share will not exceed 20 percent above the County's estimated share of \$29,000 and will be based upon a final accounting after completion of the project. Under the terms of the agreement, the County is to deposit with the City, following the opening of construction bids, \$19,000, which represents the County's share of the cost of the project, less credit for the cost of preliminary engineering performed by the County.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Class 1 (x) 5

The Honorable Board of Supervisors  
January 20, 2005  
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and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 (b) and (c) of the California Environmental Quality Act guidelines.

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

As 120th Street is on the County's Highway Plan, the proposed improvements are needed and of general County interest.

**CONCLUSION**

Enclosed are two originals 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 us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

DONALD L. WOLFE  
Acting Director of Public Works

CJR:cr  
C050892  
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Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

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":

### W I T N E S S E T H

WHEREAS, CITY and COUNTY propose to upgrade traffic signals at the intersection of 120th Street and Felton Avenue, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

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

WHEREAS, COUNTY is willing to perform the preliminary engineering, as defined herein, for PROJECT; and

WHEREAS, CITY is willing to perform all other necessary work subsequent to advertising of PROJECT to complete PROJECT; and

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

WHEREAS, CITY and COUNTY are willing to finance seventy-five percent (75%) and twenty-five percent (25%), respectively, of COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be One Hundred Sixteen Thousand and 00/100 Dollars (\$116,000.00) with CITY'S jurisdictional share being Eighty-seven Thousand and 00/100 Dollars (\$87,000.00) and COUNTY'S jurisdictional share being Twenty-nine Thousand and 00/100 Dollars (\$29,000.00); and

WHEREAS, COUNTY is willing to finance its share of COST OF PROJECT, but not to exceed twenty percent (20%) above this amount, hereinafter referred to as "COUNTY MAXIMUM PAYMENT"; and

WHEREAS, CITY is willing to finance COUNTY'S jurisdictional share in excess of COUNTY MAXIMUM PAYMENT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Title 1, Division 7, Chapter 5, Article 1, of the Government Code and Section 1710 of the California Streets and Highways Code.

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. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. The "COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, equipment and system testing, materials testing, traffic signal timing, utility engineering and relocation, construction survey, traffic detour, final signing and striping, 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.
- c. "Preliminary Engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; 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.
- d. The term "COUNTY MAXIMUM PAYMENT," as referred to in this AGREEMENT, shall be defined as COUNTY'S maximum contribution toward COST OF PROJECT, which is not to exceed COUNTY'S share of Twenty-nine Thousand and 00/100 Dollars (\$29,000.00) plus twenty percent (20%) above this amount.

(2) CITY AGREES:

- a. To perform the construction inspection and engineering, materials testing, construction survey and contract administration, and all necessary work subsequent to advertising of PROJECT to complete PROJECT.
- b. To finance seventy-five percent (75%) of COST OF PROJECT, the actual amount of which is to be determined by a final accounting of PROJECT cost.
- c. To finance COST OF PROJECT in excess of COUNTY MAXIMUM PAYMENT.

- d. Before advertising for construction bids, to apply for and obtain from COUNTY'S Department of Public Works all necessary permits authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way and to construct facilities that are to be maintained by COUNTY.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of COUNTY in all negotiations pertaining thereto.
- f. To ensure that COUNTY, and all officers and employees of COUNTY, are named as additional insured parties under the construction contractor's(s') Contractor General Liability and automobile insurance policies.
- g. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total COST OF PROJECT including an itemization of actual unit costs and actual contract quantities.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering for PROJECT.
- b. To submit to CITY upon completion of preliminary engineering COUNTY-signed construction plans and an accounting of the cost of preliminary engineering for CITY'S use in preparing final accounting of COST OF PROJECT.
- c. To finance twenty-five percent (25%) of COST OF PROJECT, up to COUNTY MAXIMUM PAYMENT. COUNTY'S actual share will be determined by a final accounting of PROJECT cost.
- d. To deposit with CITY, following the opening of construction bids for PROJECT and upon demand by CITY, Nineteen Thousand and 00/100 Dollars (\$19,000.00), which represents COUNTY'S share of COST OF PROJECT less credit for CITY'S estimated share of the cost of preliminary engineering performed by COUNTY. Said demand will consist of a billing invoice prepared by CITY.
- e. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.

- f. Upon receipt of application from CITY, to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way and to construct those facilities that are to be maintained by COUNTY.

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

- a. Upon completion of PROJECT, all traffic signal improvements constructed as part of PROJECT, within CITY, will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement No. 41065 between COUNTY and CITY.
- b. COUNTY shall review the final accounting invoice prepared by CITY and report in writing any discrepancies to CITY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to CITY within sixty (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously-disputed charges or submits justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- c. That if COUNTY'S share of COST OF PROJECT exceeds COUNTY MAXIMUM PAYMENT, based upon the final accounting, CITY shall pay the difference. If the required COUNTY funds are less than COUNTY'S deposit pursuant to paragraph (3) d., above, CITY shall refund the difference to COUNTY after completion of PROJECT.
- d. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT. COUNTY shall have no obligation to inspect construction of PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and CITY inspector shall be responsible for proper inspection of PROJECT, as needed.
- e. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

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

CITY: Mr. Charles Herbertson  
Chief of General Services and  
Public Works/City Engineer  
City of Hawthorne  
4455 West 126th Street  
Hawthorne, CA 90250-4482

COUNTY: Mr. Donald L. Wolfe  
Interim Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- g. 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 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.
- h. 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.
- i. 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 \_\_\_\_\_, 2005, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2005.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

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

By \_\_\_\_\_  
Deputy

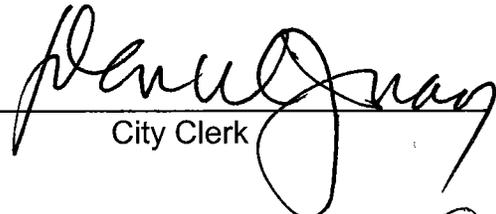
APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

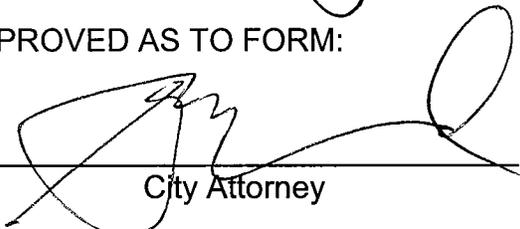
By   
Deputy

CITY OF HAWTHORNE  
By   
Mayor

ATTEST:

By   
City Clerk

APPROVED AS TO FORM:

By   
City Attorney