



**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  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

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

August 21, 2012

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**25 August 21, 2012**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR  
AVIATION BOULEVARD FROM EL SEGUNDO BOULEVARD  
TO 116TH STREET ROADWAY IMPROVEMENT PROJECT  
CITY OF EL SEGUNDO—COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF DEL AIRE  
(SUPERVISORIAL DISTRICTS 2 AND 4)  
(3 VOTES)**

**SUBJECT**

This action is to approve the cooperative agreement between the City of El Segundo and the County of Los Angeles to provide financing and delegation of responsibilities for a roadway improvement project on Aviation Boulevard from El Segundo Boulevard to 116th Street in the City of El Segundo and the unincorporated community of Del Aire. The City of El Segundo will take the lead for delivering this project.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Acting as a responsible agency, find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chairman of your Board to sign the cooperative agreement with the City of El Segundo to provide financing and delegation of responsibilities for the design and construction of the Aviation Boulevard from El Segundo Boulevard to 116th Street roadway improvement project. The total project cost is estimated to be \$1,041,000 with the County of Los Angeles' jurisdictional share estimated to be \$597,000.

3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County of Los Angeles' estimated jurisdictional share equal to \$59,000 for any costs of unforeseen items that may occur, thereby increasing the maximum County of Los Angeles contribution from \$597,000 to \$656,000.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to approve a cooperative agreement with the City of El Segundo and the County of Los Angeles for the improvement of Aviation Boulevard from El Segundo Boulevard to 116th Street.

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

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving Aviation Boulevard, the residents of the City and nearby unincorporated County communities who travel on this road will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$1,041,000 with the City's share estimated to be \$444,000 and the County's share estimated to be \$597,000. The City-County cooperative agreement provides for the City to perform the preliminary engineering and administer construction of the project with the City and the County to finance their respective jurisdictional shares of the project costs. The work within the County is in the Second Supervisorial District. The necessary funds required to finance the County's share are included in the Second Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Road Fund Budget.

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

The City proposes to administer a City-County cooperative project to improve Aviation Boulevard from El Segundo Boulevard to 116th Street, which is jurisdictionally shared between the City and the County. The enclosed cooperative agreement provides for the City to perform the preliminary engineering and administer a construction contract for the project with the City and the County to finance their respective jurisdictional shares of the project costs. The County's actual share will be based upon a final accounting of expenditures after completion of the project. The project is scheduled to begin construction in September 2012 and be completed in January 2013.

Sections 1710, 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 purpose of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 6500 and 23004 et seq., of the Government Code.

The enclosed cooperative agreement has been approved as to form by County Counsel.

**ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 2, 14, and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for resurfacing roadway pavement, sidewalk construction, and curb and gutter construction. The City is the lead agency for this project and found it to be exempt from CEQA on May 7, 2012.

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

Improvement of the roadway pavement on Aviation Boulevard is needed and is of general County interest. This project will enhance the quality of life for users of this street.

**CONCLUSION**

Please return one adopted copy of this letter and the two original cooperative agreements to the Department of Public Works, Programs Development Division.

Respectfully submitted,



GAIL FARBER  
Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**AGREEMENT**

THIS AGREEMENT, made and entered into by and between the CITY OF EL SEGUNDO, 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 Plans and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to design and construct improvements to Aviation Boulevard from El Segundo Boulevard to 116th Street (which work is hereinafter referred to as PROJECT); and

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

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

WHEREAS, CITY is willing to perform or cause to perform the preliminary engineering, contract administration, construction inspection and engineering, materials testing, construction survey, utility engineering and relocation, traffic detour, and all other work necessary to complete PROJECT; and

WHEREAS, CITY and COUNTY are both willing to finance their respective shares of COST OF PROJECT (as defined below) for those portions of PROJECT within their JURISDICTION (as defined below); and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Forty-one Thousand and 00/100 Dollars (\$1,041,000.00) with CITY'S jurisdictional share being Four Hundred Forty-four Thousand and 00/100 Dollars (\$444,000.00) and COUNTY'S jurisdictional share being Five Hundred Ninety-seven Thousand and 00/100 Dollars (\$597,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1710, 1685, and 1803 of the California Streets and Highways Code.

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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. JURISDICTION is the area within the jurisdictional boundaries of CITY and the unincorporated areas of the COUNTY, respectively.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids. Unless otherwise provided by mutual written amendment to this Agreement, the cost of PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall not exceed ten percent (10%) of the COST OF CONSTRUCTION CONTRACT.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY. The cost of CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall not exceed ten percent (10%) of the COST OF CONSTRUCTION CONTRACT.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearances matters, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include 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 perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, and all other necessary work prior to advertising of PROJECT in accordance with applicable law.
- b. To finance CITY'S jurisdictional share of COST OF PROJECT, pursuant to paragraph (4) a., below.
- c. To obtain COUNTY'S approval of plans for PROJECT prior to advertising for construction bids, and to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in COUNTY jurisdiction as part of PROJECT. None of COUNTY'S approvals may be unreasonably withheld.
- d. To advertise PROJECT for construction bids, to award and to administer the CONSTRUCTION CONTRACT, to do all things necessary and proper to complete PROJECT in accordance with applicable law, and to act on behalf of COUNTY in all negotiations pertaining thereto.
- e. To ensure that COUNTY, and all officers, employees and agents of the COUNTY are named as additional insured parties under the construction contractor's Commercial General Liability and automobile insurance policies, for all work in connection with PROJECT, including coverage for ongoing operations and completed operations.
- f. To furnish COUNTY within one hundred twenty (120) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- g. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of COST OF PROJECT, the amount of which is to be determined by a final accounting of PROJECT costs pursuant to paragraph (4) a., below.
- b. To deposit with the CITY, following the opening of construction bids for PROJECT and upon demand by the CITY, sufficient COUNTY funds to finance COUNTY'S share of COST OF PROJECT, currently estimated to be Five Hundred Ninety-seven Thousand and 00/100 Dollars (\$597,000.00). Said demand will consist of a billing invoice prepared by CITY.

- c. 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.
- d. To grant CITY any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for the construction of PROJECT at no cost to CITY to the extent not already provided by law.
- e. Upon COUNTY'S approval of construction plans for PROJECT, to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION.
- f. To cooperate with CITY in conducting negotiations with and, where appropriate, to issue 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 construction. Where utilities have been installed in COUNTY streets or on COUNTY property, COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over to the utility companies and owners of substructure and overhead facilities to CITY when necessary to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.
- g. Upon completion of PROJECT to maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work performed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) performed within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The costs of all work improvements (including all engineering, administration, and all other costs incidental to PROJECT work) performed within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.

- b. If at final accounting COUNTY'S jurisdictional share of COST OF PROJECT exceeds COUNTY'S PAYMENT, as set forth in paragraph 3) b., above, COUNTY shall pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by CITY. Conversely, if the COUNTY'S jurisdictional share is less than said COUNTY'S PAYMENT, CITY shall refund the difference to COUNTY within thirty (30) days of the date CITY furnished COUNTY with the final accounting without further action by COUNTY.
- c. COUNTY shall review the final accounting invoice prepared by CITY as set forth in paragraph 4) b. above, and report in writing any discrepancies to CITY within (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 submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- 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. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification 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: Ms. Stephanie Katsouleas  
Director of Public Works  
City of El Segundo  
350 Main Street  
El Segundo, CA 90245-3895

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- g. Other than as provided below, neither COUNTY nor any officer or employee of the 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 the 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 the CITY under this AGREEMENT.
- h. Neither the COUNTY nor any officer or employee of the COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- i. Other than as provided below, neither CITY nor any officer or employee of the 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 the 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 the COUNTY under this AGREEMENT.
- j. Neither the CITY nor any officer or employee of the CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or

stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- k. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- l. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32057 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- m. INTERPRETATION. This AGREEMENT was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this AGREEMENT will be in Los Angeles County.
- n. COMPLIANCE WITH LAW. The Parties agree to comply with all federal, state, and local laws applicable to this AGREEMENT.
- o. ENTIRE AGREEMENT. This AGREEMENT sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF EL SEGUNDO on \_\_\_\_\_, 2012, and by the COUNTY OF LOS ANGELES on August 21, 2012.

COUNTY OF LOS ANGELES

By *Ben Yarcoslansky*  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By *Antel*

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By *Antel*  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By *Carole Suzuki/gw*  
Deputy

CITY OF EL SEGUNDO

By *[Signature]*  
City Mayor

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

25 AUG 21 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

ATTEST:

By *Monica Spring Johnson*  
City Clerk

APPROVED AS TO FORM

By *Law Hoy*  
City Attorney

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