



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

GAIL FARBER, Director

August 13, 2013

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

33 August 13, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
LENNOX COMMUNITY ROAD IMPROVEMENTS, PHASE I
CITIES OF HAWTHORNE AND INGLEWOOD AND COUNTY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

This action is to approve the cooperative agreements between the Cities of Hawthorne and Inglewood and the County of Los Angeles to provide financing and delegation of responsibilities for the design and construction of Lennox Community Road Improvements, Phase I, project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Lennox Community Road Improvements, Phase I, project is categorically exempt from the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the cooperative agreements with the Cities of Hawthorne and Inglewood for the Lennox Community Road Improvements, Phase I, project. The cooperative agreements provide for the County to perform the preliminary engineering and administer construction of the project within the Cities of Hawthorne and Inglewood and the County and to finance their respective jurisdictional shares of the cost of the project. The total project cost is currently estimated to be \$5,071,000 with the City of Hawthorne's share being \$58,600, the City of Inglewood's share being \$137,000, and County's share being \$4,875,400.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Cities of Hawthorne and Inglewood and the County propose to improve various road segments that are jurisdictionally shared between the Cities and the County by reconstructing the existing pavement; reconstructing or modifying curb ramps, gutters, sidewalks, and driveways; removing trees that are damaging curb, gutter, and sidewalk or obscuring sight distance; replanting of trees where technically appropriate and approved by property owners; restoring traffic signal components, signing, and striping; and installing bicycle route signing and markings on selected streets. The Board's approval of the cooperative agreements is necessary for the financing and delegation of responsibilities for the project.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the roadways, residents of the Cities, neighboring cities, and the County unincorporated communities who travel on these streets will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost is estimated to be \$5,071,000 with the City of Hawthorne's share being \$58,600, the City of Inglewood's share being \$137,000, and the County's share being \$4,875,400. In addition to the construction contract cost, the total project cost includes costs of plans and specifications, consultant services, survey, material testing, construction engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities' Liability Trust Fund, and other County services.

Funding for this project is included in the Second Supervisorial District's Road Construction Program in the Fiscal Year 2013-14 Measure R Local Return Fund and Road Fund Budgets. Financing for future years will be requested through future years' annual budget process to ensure the completion of the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed cooperative agreements have been approved, as to form, by County Counsel and executed by the Cities.

The cooperative agreements provide for the County to perform the preliminary engineering and administer construction of the project within the Cities and County and for each entity to finance their respective jurisdictional shares of the project cost. The Cities' actual cost will be based upon a final accounting after completion 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 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 Sections 6500 and 23004 et seq. of the Government Code.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) and (h) of the California Environmental Quality Act Guidelines and Class 1(j) and (x), Subsections 2, 4, 9, 14, 18, and 22 of the Environmental Reporting Procedures and Guidelines previously adopted by the Board. These exemptions provide for resurfacing roadway pavement; modification of existing traffic signal system; parkway tree planting; reconstruction of existing roadway pavement, curbs, gutters, sidewalk, drive aprons, and drainage structures in place, including removal of those trees which are the cause of the damage; new street drainage facilities; and the maintenance of existing roadway facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Improvement of the Lennox Community Road Improvements, Phase I, project is needed to enhance the quality of life for residents who travel on these streets.

CONCLUSION

Please return one adopted copy of this letter, two originals of the cooperative agreement for the City of Hawthorne, and two originals of the cooperative agreement for the City of Inglewood 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 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, CITY and COUNTY propose to construct roadway improvements on the following segments which are jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction Shared
Eastwood Avenue-111th Place to Lennox Boulevard	Cold mill and replace	703-D6	0.37	Hawthorne and County
Freeman Avenue-111th Place to 103rd Street	Cold mill and replace	703-D5,D6	0.65	Inglewood, Hawthorne, and County

WHEREAS, the work will consist of reconstructing the existing pavement; restoration of signing, striping and pavement markings; reconstructing or modifying curb ramps, gutters, sidewalks, and driveways; and restoration of traffic signal components; and

WHEREAS, the aforementioned work, which is included in a COUNTY-administered project named Lennox Community Road Improvements, Phase I (formerly known as 105th Street, et al.) (hereinafter referred to as PROJECT), includes work on other street segments that are jurisdictionally shared with other agencies not mentioned in this AGREEMENT; and

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

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

WHEREAS, COUNTY is willing to perform or cause to be performed the preliminary engineering, construction contract, construction inspection and engineering, materials testing, construction survey, right-of-way engineering, right-of-way acquisition, environmental documentation, and contract administration for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING and the CONTRUCTION COST OF PROJECT, as more fully set forth herein; and

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WHEREAS, COST OF PROJECT is currently estimated to be Five Million Seventy-one Thousand and 00/100 Dollars (\$5,071,000.00) with CITY'S estimated share being Fifty-eight Thousand Six Hundred and 00/100 Dollars (\$58,600.00) and COUNTY'S estimated share being Four Million Eight Hundred Seventy-five Thousand Four Hundred and 00/100 Dollars (\$4,875,400.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT within their JURISDICTION; and

WHEREAS, this AGREEMENT is authorized and provided for by the provisions of Sections 1685 and 1803 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. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. CONSTRUCTION COST OF PROJECT as referred to in this AGREEMENT shall consist of the COSTS OF CONSTRUCTION CONTRACT (as defined below), contract administration, construction survey, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, material testing, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and specifications 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. COST OF PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of the costs of environmental documentation and approvals/permits; design survey, traffic report and geometric investigation; right-of-way acquisition and certification; materials reports, preparation of plans, specifications, and cost estimates; 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.

- d. 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.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF PRELIMINARY ENGINEERING and the CONSTRUCTION COST OF PROJECT, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to the 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 CITY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by the final accounting, pursuant to paragraph 4) a., below.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient funds currently estimated to be Fifty-eight Thousand Six Hundred and 00/100 Dollars (\$58,600.00) to finance CITY'S estimated jurisdictional share of COST OF PROJECT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. Upon receipt of application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- e. Upon completion of PROJECT, to accept full and complete ownership responsibility and to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY 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.

- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, 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 CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, construction contract administration, right-of-way acquisition and clearance matters, inspection and engineering, materials testing, construction survey, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, the amount of which is to be determined by a final accounting pursuant to paragraph 4) a., below.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids. CITY'S approval may not be unreasonably withheld.
- d. To advertise PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY, within one hundred eighty (180) 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.
- f. 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 done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT.
 - b. That if at final accounting CITY'S jurisdictional share of COST OF PROJECT exceeds COUNTY'S PAYMENT, as set forth in paragraph 2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S jurisdictional share is less than CITY'S payment, COUNTY shall refund difference to CITY without further action by CITY.
 - c. That if CITY'S PAYMENT, as set forth in paragraph (2) b., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within thirty (60) 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.
 - d. CITY shall review the final and/or interim accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) 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 sixty (60) calendar days after the date of COUNTY'S written justification.
 - e. 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 prepared by COUNTY and delivered to CITY.

- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. CITY shall have no obligation to inspect PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. For the portion of PROJECT in CITY'S JURISDICTION, COUNTY hereby assigns all of its right, title, and interest to any unexpired portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- h. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. 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.
- i. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Arnold Shadbeh
Interim City Manager
City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250-4482

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

- k. Other than as provided below, neither COUNTY nor any officer nor 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.

- l. Other than as provided below, neither COUNTY nor any officer nor employee of 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.
- m. Other than as provided below, neither CITY nor any officer nor 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.
- n. Neither CITY nor any officer nor employee of 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 within the COUNTY'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 CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant

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 APRIL 23, 2013, and by the COUNTY OF LOS ANGELES on August 13, 2013.

COUNTY OF LOS ANGELES

By *Mark Ridley-Thomas*
Chairman, Board of Supervisors

ATTEST:

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



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

By *Antel*
Deputy

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

By *Antel*
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By *Carole Suzuki*
Deputy

CITY OF HAWTHORNE

By *James Gray*
Mayor

ATTEST:

By *Heather J. Juhl*
City Clerk

APPROVED AS TO FORM:

By *Russell J. Mayhara*
City Attorney

ADOPTED

33

AUG 13 2013

Sachi Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF INGLEWOOD, 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, CITY and COUNTY propose to construct roadway improvements of the following segments which are jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction Shared
104th Street-Hawthorne Boulevard to Prairie Avenue	Cold mill and replace	703-D5,C5	0.50	Inglewood and County
105th Street-Freeman Avenue to Prairie Avenue	Cold mill and replace	703-D5	0.25	Inglewood and County
107th Street-250 feet w/o Freeman Avenue to Prairie Avenue	Cold mill and replace	703-D5	0.30	Inglewood and County
Freeman Avenue-111th Place to 103rd Street	Cold mill and replace	703-D5,D6	0.65	Inglewood, Hawthorne, and County
Larch Avenue-104th Street to 103rd Street	Cold mill and replace	703-D5	0.06	Inglewood and County
Osage Avenue-111th Place to Lennox Boulevard	Cold mill and replace	703-D6	0.34	Inglewood and County

WHEREAS, the work will consist of reconstructing the existing pavement; restoration of signing, striping and pavement markings; reconstructing or modifying curb ramps, gutters, sidewalks, and driveways; restoration of traffic signal components; and installation of bicycle route signing and markings on the identified segments of 104th Street; and

WHEREAS, the aforementioned work, which is included in a COUNTY-administered project named Lennox Community Road Improvements, Phase I (formerly known as 105th Street, et al.) (hereinafter referred to as PROJECT), includes work on other street segments that are jurisdictionally shared with other agencies not mentioned in this AGREEMENT; and

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

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

WHEREAS, COUNTY is willing to perform or cause to be performed the preliminary engineering, construction contract, construction inspection and engineering, materials testing, construction survey, right-of-way engineering, right-of-way acquisition, environmental documentation, and contract administration for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, and the CONSTRUCTION COST OF PROJECT, as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Five Million Seventy-one Thousand and 00/100 Dollars (\$5,071,000.00) with CITY'S estimated share being One Hundred Thirty-seven Thousand and 00/100 Dollars (\$137,000.00) and COUNTY'S estimated share being Four Million Eight Hundred Seventy-five Thousand Four Hundred and 00/100 Dollars (\$4,875,400.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT within their JURISDICTION; and

WHEREAS, this AGREEMENT is authorized and provided for by the provisions of Sections 1685 and 1803 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. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundaries of the CITY and the unincorporated areas of the COUNTY.
- b. CONSTRUCTION COST OF PROJECT as referred to in this AGREEMENT shall consist of the COSTS OF CONSTRUCTION CONTRACT (as defined below), contract administration, construction survey, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, material testing, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and specifications 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. COST OF PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of the costs of environmental documentation and approvals/permits; design survey, traffic report and geometric investigation; right-of-way acquisition and certification; materials reports, preparation of plans, specifications, and cost estimates; 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.
- d. 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.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF PRELIMINARY ENGINEERING and the CONSTRUCTION COST OF PROJECT, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to the 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 CITY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by the final accounting, pursuant to paragraph 4) a., below.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient funds currently estimated to be One Hundred Thirty-seven Thousand and 00/100 Dollars (\$137,000.00) to finance CITY'S estimated jurisdictional share of COST OF PROJECT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. Upon receipt of application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing

COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.

- e. Upon completion of PROJECT, to accept full and complete ownership responsibility and to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY 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.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, 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 CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, construction contract administration, right-of-way acquisition and clearance matters, inspection and engineering, materials testing, construction survey, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, the amount of which is to be determined by a final accounting pursuant to paragraph 4) a., below.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids. CITY'S approval may not be unreasonably withheld.

- d. To advertise PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY, within one hundred eighty (180) 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.
- f. 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 done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT.
- b. That if at final accounting CITY'S jurisdictional share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph 2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S jurisdictional share is less than CITY'S payment, COUNTY shall refund difference to CITY without further action by CITY.
- c. That if CITY'S PAYMENT, as set forth in paragraph (2) b., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within thirty (60) 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.
- d. CITY shall review the final and/or interim accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges

shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) 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 sixty (60) calendar days after the date of COUNTY'S written justification.

- e. 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 prepared by COUNTY and delivered to CITY.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. CITY shall have no obligation to inspect PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. For the portion of PROJECT in CITY'S JURISDICTION, COUNTY hereby assigns all of its right, title, and interest to any unexpired portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- h. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. 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.
- i. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Louis Atwell
Director of Public Works
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90306

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

- k. Other than as provided below, neither COUNTY nor any officer nor 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.

- l. Other than as provided below, neither COUNTY nor any officer nor employee of 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.

- m. Other than as provided below, neither CITY nor any officer nor 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.

- n. Neither CITY nor any officer nor employee of 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 within the COUNTY'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 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.
- o. 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.
- p. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 33195 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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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 INGLEWOOD on June 18, 2013, and by the COUNTY OF LOS ANGELES on August 13, 2013.

COUNTY OF LOS ANGELES



By Mark Ridley-Thomas
Chairman, Board of Supervisors

ATTEST:

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

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

By [Signature]
Deputy

SAC,
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By Carole Suzuki
Deputy

CITY OF INGLEWOOD

By [Signature]
Mayor

ADOPTED
BOARD OF SUPERVISORS

83 AUG 13 2013

ATTEST:

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

By [Signature]
City Clerk

APPROVED AS TO FORM:

By Case P. Saunders
City Attorney

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