

COOPERATION AGREEMENT

This Cooperation Agreement ("Agreement"), made and entered into this ____ day of _____, 2015 by and between the CITY OF MANHATTAN BEACH, a municipal corporation in the County of Los Angeles (hereinafter referred to as "MANHATTAN BEACH") and the CITY OF EL SEGUNDO, a municipal corporation in the County of Los Angeles (hereinafter referred to as "EL SEGUNDO").

WITNESSETH

WHEREAS, MANHATTAN BEACH and EL SEGUNDO propose to construct a concrete bike path approximately 250 feet long, on property within EL SEGUNDO'S jurisdiction located on the North side of Rosecrans Avenue immediately west of Sepulveda Boulevard, and painted bike lanes between Highland Avenue and Sepulveda Boulevard;

WHEREAS, the work will consist of excavation and removal of the existing pavement; concrete and asphalt paving; construction of curb and gutter, sidewalks, driveways, retaining walls, storm drains, raised medians and ADA ramps; traffic signal modifications, traffic striping, and adjustment of utilities; and all other work necessary to complete the improvements (hereinafter referred to as "the Project");

WHEREAS, the Project is both within EL SEGUNDO right-of-way and on property owned by Chevron U.S.A. Inc., a Pennsylvania corporation ("Chevron"); as part of the Project, EL SEGUNDO intends to seek a bikeway easement granted by Chevron;

WHEREAS, the Project is of general interest to MANHATTAN BEACH and EL SEGUNDO;

WHEREAS, the Project shall be constructed in compliance with EL SEGUNDO standards;

WHEREAS, construction is to be completed by June 2016 subject to timely relocation of the Chevron security fence;

WHEREAS, MANHATTAN BEACH is willing to pay all bikeway construction related expenses;

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

1. MANHATTAN BEACH AGREES:
 - a. To procure the construction contract for the Project;

- b. To pay all bikeway construction related expenses, exclusive of any expenses incurred by EL SEGUNDO for services provided by its employees, consultants, or contractors;
- c. To be responsible for oversight and inspection of the contractor during construction;
- d. To cause the Project to be constructed in compliance with all applicable standards of MANHATTAN BEACH and EL SEGUNDO;
- e. To cause completion of the Project by June 30, 2016, subject to timely relocation by Chevron of the security fence and grant of the bikeway easement;
- f. To pay expenses charged by Chevron that are directly related to relocation of the security fence;
- g. To remove trees within the parkway to enable construction of the bikeway, and;
- h. To arrange for any temporary transit stop relocation required by the Project.

2. EL SEGUNDO AGREES:

- a. To issue a permit, at no cost or fee, to MANHATTAN BEACH and its contractor(s) for the Project;
- b. To use its best efforts to obtain from Chevron a bikeway easement;
- c. To coordinate with Chevron to relocate the security fence prior to March 31, 2016;
- d. To inspect the Project upon completion, and as reasonably requested by MANHATTAN BEACH during construction, and;
- e. To maintain the improvements after final acceptance of the Project.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This Agreement may be amended or modified only by mutual written consent of MANHATTAN BEACH and EL SEGUNDO.
- b. Each party shall have no financial obligation to the other party under this Agreement, except as herein expressly provided.
- c. Any correspondence, communication, or contact concerning this Agreement shall be directed to the following:

EL SEGUNDO: Ms. Stephanie Katsouleas
Director of Public Works
City of El Segundo
350 Main Street
El Segundo, CA 90245

MANHATTAN BEACH: Mr. Tony Olmos
Director of Public Works
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

- d. Other than as provided below, neither EL SEGUNDO nor any officer nor employee of EL SEGUNDO shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of MANHATTAN BEACH under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of MANHATTAN BEACH under this Agreement. MANHATTAN BEACH shall fully indemnify, defend, and hold EL SEGUNDO harmless from any liability imposed for injury occurring by reason of any acts or omissions on the part of MANHATTAN BEACH under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of MANHATTAN BEACH under this Agreement.
- e. Other than as provided below, neither EL SEGUNDO nor any officer nor employee of EL SEGUNDO 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 or arising from acts or omissions on the part of MANHATTAN BEACH under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of MANHATTAN BEACH 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. MANHATTAN BEACH shall fully indemnify, defend and hold EL SEGUNDO 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.
- f. Other than as provided below, neither MANHATTAN BEACH nor any officer nor employee of MANHATTAN BEACH shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of EL SEGUNDO under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of EL

SEGUNDO under this Agreement. EL SEGUNDO shall fully indemnify, defend, and hold MANHATTAN BEACH harmless from any liability imposed for injury occurring by reason of any acts or omissions on the part of EL SEGUNDO under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of EL SEGUNDO under this Agreement.

- g. Neither MANHATTAN BEACH nor any officer nor employee of MANHATTAN BEACH 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 EL SEGUNDO'S Jurisdiction or arising from acts or omissions on the part of EL SEGUNDO under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of EL SEGUNDO under this Agreement, including liability under the CERCLA and under the California Health and Safety Code. EL SEGUNDO shall fully indemnify, defend, and hold MANHATTAN BEACH 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.
- h. 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 the Government Code), each of the parties hereto, to the maximum extent permissible by law, 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 the Government 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.

- i. Each party will use its best efforts to take all actions and to do all things necessary, proper or advisable to consummate, make effective, and comply with all of the terms of this Agreement. While EL SEGUNDO has agreed to use its best efforts to obtain an easement agreement with Chevron, the parties recognize that EL SEGUNDO must seek Chevron's consent for such an agreement. Therefore, this Agreement is expressly conditional on EL SEGUNDO obtaining such an agreement, and in the event an agreement is not obtained by EL SEGUNDO, EL SEGUNDO may terminate this Agreement with 10 days' notice to MANHATTAN BEACH.

- j. MANHATTAN BEACH and EL SEGUNDO shall comply with all applicable laws and regulations in the performance of this Agreement.

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 ____, 2015, and by the CITY OF MANHATTAN BEACH on _____, 2015.

CITY OF EL SEGUNDO

CITY OF MANHATTAN BEACH

By: _____
 Mayor

By: _____
 Mayor

ATTEST:

ATTEST:

By: _____
 City Clerk

By: _____
 City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
 City Attorney

By: 
 For City Attorney