



# 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  
www.ladpw.org

DONALD L. WOLFE, Director

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

IN REPLY PLEASE  
REFER TO FILE: **W-0**

September 8, 2005

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:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU  
CIVIC CENTER WAY WATER MAIN RELOCATION AGREEMENT  
SUPERVISORIAL DISTRICT 3  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU:**

1. Find that this project is categorically exempt under Class 2(c) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.
2. Delegate to the Director of Public Works, or his designee, the authority to negotiate and execute an Agreement between the City of Malibu and the Los Angeles County Waterworks District No. 29, Malibu, substantially in the form of the enclosed Agreement, to relocate and reconnect a water main and appurtenant structures in Civic Center Way, between Webb Way and Cross Creek Road, to accommodate the construction of a City storm drain in Civic Center Way.

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

The purpose of this recommendation is to allow the District to relocate a water main and appurtenant structures in Civic Center Way, between Webb Way and Cross Creek Road to accommodate the construction of a City storm drain in Civic Center Way. This action is necessary since the City possesses rights prior to those of the District. At the request of the District, the City has agreed to relocate the District's water mains as part of their storm drain construction contract. This will allow the project to be completed in the most cost-effective manner possible.

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

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility since having the City include the water main relocation work with their storm drain contract will save the District money by eliminating the need for contract administration and advertisement.

### **FISCAL IMPACT/FINANCING**

This action will have no impact on the County's General Fund.

This project has an estimated cost of \$150,000. There are sufficient funds available in the District's Accumulative Capital Outlay Fund to finance this project.

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

The Agreement has been reviewed by County Counsel and approved as to form.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt under Class 2(c) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

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

There will be no negative impact on current County services or projects during the performance of the recommended services.

The Honorable Board of Supervisors  
September 8, 2005  
Page 3

**CONCLUSION**

Please return the two adopted copies of the Agreement marked LACWWD and CITY, and two adopted copies of this letter. The copy of the Agreement marked COUNTY is for your files. In addition, please forward the copy marked AUDITOR-CONTROLLER together with one adopted copy of this letter to that office.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

GE:pr  
BDL2197

Enc.

cc: Auditor-Controller  
Chief Administrative Office  
County Counsel

## **AGREEMENT**

This AGREEMENT, made and entered into by and between the CITY OF MALIBU, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU, a public waterworks district formed pursuant to Division 16 of the State Water Code (hereinafter referred to as DISTRICT):

## **WITNESSETH**

WHEREAS, CITY proposes to construct storm drain improvements along Civic Center Way, between Webb Way and Cross Creek Road, to improve the water quality of seasonal flood discharges into Malibu Lagoon (hereinafter referred to as STORM DRAIN); and

WHEREAS, DISTRICT must relocate the interfering portions of its existing water mains to accommodate STORM DRAIN (hereinafter referred to as RELOCATIONS); and

WHEREAS, DISTRICT has requested and CITY is willing to include the construction of RELOCATIONS with the construction of STORM DRAIN, and STORM DRAIN and RELOCATIONS together are (hereinafter referred to as PROJECT); and

WHEREAS, CITY shall include DISTRICT'S plans and specifications for RELOCATIONS with the plans and specifications for PROJECT and shall administer the construction contract for PROJECT; and

WHEREAS, DISTRICT shall reimburse CITY the actual cost of RELOCATIONS, estimated to cost no more than \$150,000.

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

1. CITY AGREES:
  - a. To advertise PROJECT for construction bids, to award and administer the construction contract, to do all things necessary and proper to complete PROJECT pursuant to plans and specifications (hereinafter referred to as PLANS) approved by the DISTRICT, and to act, only after consulting with DISTRICT, on behalf of DISTRICT in all negotiations pertaining to RELOCATIONS.

- b. To notify DISTRICT 48 hours in advance of the start of construction of RELOCATIONS so that DISTRICT may furnish an inspector, at no cost to CITY, to inspect construction of RELOCATIONS. CITY'S inspector shall consult with DISTRICT'S inspector with respect to RELOCATIONS, but CITY'S inspector's instructions to CITY'S contractor shall be final.
- c. To furnish for approval DISTRICT, within 30 days after completion of PROJECT, a final accounting of the actual cost of relocation.
- d. To furnish DISTRICT, within 30 days after completion of PROJECT, a properly notarized Deed for transfer to RELOCATIONS of District substantially in the form attached hereto as Exhibit A.
- e. To furnish DISTRICT, within 30 days after completion of PROJECT, a reproducible set of as-built drawings of RELOCATIONS.

**2. DISTRICT AGREES:**

- a. To deposit with CITY, following opening of construction bids for PROJECT and upon receipt of invoice from CITY, 55 percent of the construction cost bid for RELOCATIONS.
- b. To fully reimburse CITY for the actual cost of RELOCATIONS, based upon a final accounting approved by the DISTRICT.
- c. To release to City the remainder of the funds constituting the actual cost of RELOCATIONS within 30 days of: 1) acceptance of the final accounting of RELOCATIONS to DISTRICT, 2) receipt of the Deed for transfer of RELOCATIONS, and 3) receipt of as-built drawings of RELOCATIONS.
- d. To maintain RELOCATIONS at DISTRICT'S expense upon acceptance of CITY'S Deed for transfer of RELOCATIONS to DISTRICT.

**3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:**

- a. The actual cost of RELOCATIONS as referred to in this AGREEMENT shall equal the sum of the cost of the construction contract, contract administration, construction engineering, construction survey, detours, and all other work necessary to construct RELOCATIONS in accordance with approved PLANS.

- b. Neither DISTRICT, nor any officer or employee of DISTRICT, nor the County of Los Angeles, shall be responsible for any damage or liability occurring by reason of any acts of omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to 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 DISTRICT and the County of Los Angeles harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission under or in connection with any work, authority, or jurisdiction delegated to CITY under this AGREEMENT.**
  
- c. That the provisions of any Assumption of Liability Agreements heretofore entered into between the parties hereto are inapplicable to 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 MALIBU on \_\_\_\_\_, 2005, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU, on \_\_\_\_\_, 2005.

LOS ANGELES COUNTY WATERWORKS  
DISTRICT NO. 29, MALIBU

ATTEST:

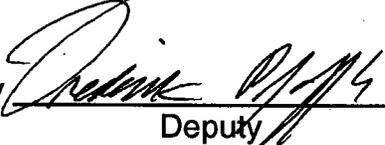
VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Chair, Board of Supervisors  
of the County of Los Angeles as governing  
body thereof

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

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

ATTEST:

CITY OF MALIBU

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Attorney