



# 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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DONALD L. WOLFE, Director

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

December 8, 2005

IN REPLY PLEASE  
REFER TO FILE: **FM-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:

**AGREEMENT WITH SAN MARINO UNIFIED  
SCHOOL DISTRICT- FENCING IMPROVEMENTS  
AWARD AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the installation of the fencing improvements along Rubio Wash Channel, which is the subject of the enclosed Agreement, are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301, 15302, 15303, and 15314 of Title 14 of the California Code of Regulations (the State CEQA Guidelines).
2. Approve and instruct the Mayor of the Board to execute the enclosed Agreement with the San Marino Unified School District (SMUSD) for fencing improvements along Rubio Wash Channel, including Best Management Practice components that will improve water quality in the Channel, for a one-time not to exceed contribution of \$27,803.
3. Authorize and instruct the Director of Public Works, or his designee, to carry out the provisions of the Agreement.

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

We are recommending that your Board execute an Agreement that will help mitigate trash entering Rubio Wash Channel along San Marino High School.

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

This action meets the County Strategic Plan Goal of Service Excellence and Community Services by taking measures to improve the water quality in the County.

### **FISCAL IMPACT/FINANCING**

The Agreement provides for a one-time contribution, not to exceed \$27,803. Funds will be deposited with the SMUSD upon the full execution of this Agreement and receipt of invoice from SMUSD.

There is no impact to the County's General Fund. The Flood Fund will be used to fund this project and funds are allocated in Fiscal Year 2005-06 Budget.

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

The enclosed Agreement, which has been approved as to form by County Counsel, provides for the Flood Control District to contribute to the City of San Marino's fencing project in order to reduce the amount of trash entering into the flood control system, thereby reducing maintenance costs.

Based on the terms of this Agreement, the SMUSD will be responsible for the preparation of plans, specifications and cost estimates, award of the contract, contract administration and inspection, and the continued long-term maintenance of the fence improvements at no cost to the Flood Control District.

### **ENVIRONMENTAL DOCUMENTATION**

The installation of the fencing improvements along Rubio Wash Channel is exempt from the provisions of the CEQA pursuant to Sections 15301, 15302, 15303, and 15314 of the State CEQA Guidelines.

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

There will be no negative impact on current County services or projects due to the terms of this Agreement.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

EFH:mdc  
C:\MDC\Letters\Board Letter\agreement with SMUSD.doc

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 SAN MARINO UNIFIED SCHOOL DISTRICT, a public entity, hereinafter referred to as "SMUSD", and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "LACFCD":

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

WHEREAS, SMUSD owns property adjacent to a portion of LACFCD's Rubio Wash Channel; and

WHEREAS, SMUSD desires that fencing improvements, hereinafter referred to as "FENCE", be installed along the Rubio Wash Channel within SMUSD property limits; and

WHEREAS, LACFCD desires that FENCE be installed along Rubio Wash Channel with Best Management Practices, hereinafter referred to as "BMP", to reduce the amount of trash entering the channel from SMUSD property, in accordance with the requirements of the municipal stormwater National Pollutant Discharge Elimination System Permit issued to LACFCD by the California Regional Water Quality Control Board; and

WHEREAS, SMUSD and LACFCD are proposing to install FENCE incorporating BMP along Rubio Wash Channel within SMUSD property limits to address said desires of SMUSD and LACFCD with a single project, hereinafter referred to as "PROJECT" ; and

WHEREAS, said PROJECT is of general interest to SMUSD and LACFCD; and

WHEREAS, said PROJECT is entirely within the property limits of SMUSD; and

WHEREAS, SMUSD is willing to perform the preliminary project preparation, including preparation of plans, specifications, and cost estimates advertise a contract for bids; award the contract; perform contract administration, and inspection; conduct continued long-term maintenance for PROJECT at no cost to the LACFCD; and

WHEREAS, "FENCE INSTALLATION COST" includes all payments made to contractor for construction of six-foot-high (6') FENCE and is currently estimated to be Twenty Nine Thousand and Seventeen and 00/100 Dollars (\$29,017.00); and

WHEREAS, "ADDITIONAL FENCE INSTALLATION COST" includes all payments to the contractor to upgrade the FENCE from six feet (6') in height to eight feet (8') in height and is currently estimated to be Six Thousand and Ninety Four and 00/100 Dollars (\$6,094.00); and

WHEREAS, "BMP INSTALLATION COST" includes all payments made to the contractor to add a bottom wire trash barrier along entire length of FENCE and is currently estimated to be Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00); and

WHEREAS, LACFCD is willing to finance fifty percent (50%) of FENCE INSTALLATION COST, one hundred percent (100%) of ADDITIONAL FENCE INSTALLATION COST, and one hundred percent (100%) of BMP INSTALLATION COST, not to exceed Twenty Seven Thousand Eight Hundred and Three and 00/100 Dollars (\$27,803.00) in total, hereinafter refer to as "LACFCD CONTRIBUTION"; and

WHEREAS, SMUSD is willing to finance all costs of PROJECT in excess of LACFCD CONTRIBUTION.

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

(1) SMUSD AGREES:

- a. To perform the preliminary project preparation for PROJECT, including preparation of plans, specifications, and cost estimates.
- b. To obtain LACFCD approval of final plans and specifications for PROJECT.
- c. To ensure that SMUSD contractor adds LACFCD, County of Los Angeles, and their officers, employees, and agents as additional insures on their insurance policies, including comprehensive general liability and automobile liability policies, with the minimum limits of coverage per Subsection 7-3 of the Standards Specifications for Public Works Construction.
- d. To invoice LACFCD for a deposit of Twenty Seven Thousand Eight Hundred and Three and 00/100 Dollars (\$27,803.00) for PROJECT upon the full execution of this AGREEMENT but in no event earlier than thirty (30) days prior to advertisement of PROJECT for construction bids.
- e. To finance all costs of PROJECT in excess of the LACFCD CONTRIBUTION, as determined by the final accounting for PROJECT described in section (1) h, below.
- f. To advertise a contract for installation bids, award the contract, and perform contract administration and inspection for PROJECT.

- g. To make changes to the final plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during installation at no cost to LACFCD and to obtain LACFCD'S prior approval of said changes.
- h. Upon completion of PROJECT, to perform a final separate accounting for PROJECT and furnish this itemization of the cost of PROJECT to LACFCD. The final accounting shall include the cost of the preliminary PROJECT preparation and the construction contract material quantities and unit prices. If the amount of the LACFCD CONTRIBUTION, as determined by this accounting, is less than the amount deposited by LACFCD, pursuant to paragraph (2)c, below, SMUSD will refund the excess amount to LACFCD within sixty (60) days of receipt of a written request from LACFCD
- i. To accept ownership and thereafter be responsible for the maintenance of PROJECT.
- j. To reimburse the entire amount of the LACFCD CONTRIBUTION to LACFCD if the FENCE is removed within ten (10) years of PROJECT completion.

(2) LACFCD AGREES:

- a. To review the final plans and specifications for PROJECT at no cost to SMUSD.
- b. To pay to SMUSD the LACFCD CONTRIBUTION, as determined by the final accounting for PROJECT described in paragraph (1)h, above.
- c. To deposit with SMUSD the amount of \$27,803.00 upon the full execution of this AGREEMENT and receipt of invoice from SMUSD, but in no event earlier than thirty (30) days prior to advertisement of PROJECT for construction bids.

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

- a. SMUSD shall be responsible for any and all costs necessary to complete PROJECT in excess of LACFCD CONTRIBUTION, as determined by the final accounting for PROJECT described in paragraph (1)h, above.
- b. During installation of PROJECT, SMUSD shall furnish an inspector or other representative to perform the functions of an inspector. LACFCD may also furnish, at no cost to SMUSD, an inspector or other representative to inspect the completed PROJECT.

- c. This AGREEMENT may be modified only by the mutual written consent of both parties in the manner originally executed.
- d. In the event the PROJECT is not constructed in accordance with the terms of this AGREEMENT, SMUSD shall refund the LACFCD CONTRIBUTION to the LACFCD.
- e. Each party shall have no financial obligation to the other party under this AGREEMENT except as herein expressly provided.
- f. 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 shall indemnify, defend and hold harmless the other party with respect to any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the SAN MARINO UNIFIED SCHOOL DISTRICT on \_\_\_\_\_, 2005, and by the LACFCD OF LOS ANGELES on \_\_\_\_\_, 2005.

Board of Supervisors of the Los Angeles  
County Flood Control District

By \_\_\_\_\_  
Mayor, Los Angeles County

ATTEST:

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

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

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

SAN MARINO UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
JULIE BOUCHER  
Assistant Superintendent, Business Services

By \_\_\_\_\_  
DEAN PAPPAS, Counsel  
MAYOR, BROWN, ROWE and MAW, LLP