COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: PD-6

May 29, 2007

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:

CLARK AVENUE FROM 6TH AVENUE TO TURNBULL CANYON ROAD
CITY OF INDUSTRY–COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICTS 1 AND 4
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project to resurface and reconstruct the deteriorated roadway pavement on Clark Avenue from 6th Avenue to Turnbull Canyon Road, which is jurisdictionally shared between the City of Industry and the County of Los Angeles, is exempt from the California Environmental Quality Act (CEQA).

2. Approve and instruct the Chairman of the Board to sign the cooperative Agreement with the City of Industry for the project. The Agreement provides for the County to perform the preliminary engineering for the improvements and administer the construction of the project, with the City and the County to finance their respective jurisdictional shares of the project cost. The total cost of the project is currently estimated to be $2,441,000 with the City's share being $906,000 and the County's share being $1,535,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles proposes to resurface and reconstruct the deteriorated roadway pavement on Clark Avenue from 6th Avenue to Turnbull Canyon Road, which is jurisdictionally shared between the City of Industry and the County. Your Board's approval of the enclosed cooperative Agreement is necessary for the delegation of responsibilities and the cooperative financing 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 Section 6500, et seq. of the Government Code.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By improving the subject roadway, residents of the City and the unincorporated County area who travel on these streets will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost is currently estimated to be $2,441,000 with the City's share being $906,000 and the County's share being $1,535,000. The necessary funds required for this project are included in the proposed Fiscal Year 2007-08 Road Fund Budget. There will be no impact to the Fiscal Year 2006-07 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement, which has been approved by County Counsel, provides for the County to perform the preliminary engineering for the improvements and administer the construction of the project, with the City and the County to finance their respective jurisdictional shares of the project cost.

ENVIRONMENTAL DOCUMENTATION

CEQA requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Section 15301 (c) of CEQA and Class 1 (x) 14 and 16 of the County Environmental Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two originals of the Agreement. Upon approval by your Board, please return the copy marked CITY ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

Patrick V. Di Chulli

DONALD L. WOLFE
Director of Public Works

MS:sc
C070894
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Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF INDUSTRY, 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, Clark Avenue is on the Highway Element of CITY'S General Plan; and

WHEREAS, CITY and COUNTY propose to resurface and reconstruct the deteriorated roadway pavement on Clark Avenue from 6th Avenue to Turnbull Canyon Road (which work is hereinafter referred to as PROJECT); 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 the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for 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 Two Million Four Hundred Forty-One Thousand and 00/100 Dollars ($2,441,000.00) with CITY'S share being Nine Hundred Six Thousand and 00/100 Dollars ($906,000.00) and COUNTY'S share being One Million Five Hundred Thirty-Five Thousand and 00/100 Dollars ($1,535,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 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. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.

b. The COST OF PROJECT, as referred to in this AGREEMENT, shall include the costs of PRELIMINARY ENGINEERING, CONSTRUCTION CONTRACT, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans 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. The cost of PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall include the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.

d. The cost of CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall include 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.

(2) CITY AGREES:

a. To finance CITY'S share of COST OF PROJECT, pursuant to paragraph (4) a. below, the actual amount of which is to be determined by a final accounting of PROJECT costs.

b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance its share of COST OF PROJECT, currently estimated to be Nine Hundred Six Thousand and 00/100 Dollars ($906,000.00). 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 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. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructures and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction of PROJECT. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign to COUNTY all prior rights over utility companies and owners of substructures 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.

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 grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.

h. 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 perform or cause to be performed the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT.

b. To finance COUNTY'S share of COST OF PROJECT, pursuant to paragraph (4) a. below, the amount of, which is to be determined by a final accounting of PROJECT cost.

c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.

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, and to act on behalf of CITY in all negotiations pertaining thereto.

e. To furnish CITY, 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 COST OF PROJECT.

f. Upon completion of PROJECT, to maintain in good condition, and at COUNTY 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 CITY'S JURISDICTION, shall be borne by CITY. Such costs constitute CITY'S 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 COUNTY'S JURISDICTION, shall be borne by COUNTY. Such costs constitute COUNTY'S share of the COST OF PROJECT.

b. If CITY'S deposit, as set forth in paragraph (2) b. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.

c. If CITY'S share of COST OF PROJECT, based upon the final accounting, exceeds CITY'S deposit as set forth in paragraph (2) b. above, COUNTY shall make a demand for the additional amount and CITY shall either pay to COUNTY the additional amount or, if CITY disputes the additional amount demanded, follow the procedure set forth in paragraph (4) f. below, for dealing with discrepancies. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY. Conversely, if CITY'S share of COST OF PROJECT, based on the final accounting, is less than CITY'S payment, COUNTY shall refund the difference to CITY

within sixty (60) calendar days after completion of final accounting of the actual total COST OF PROJECT.

d. If CITY'S final payment, as set forth in paragraph (4) c. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.

e. If CITY'S final payment, as set forth in paragraph (4) c. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY 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.

f. CITY shall review the final accounting invoice for the COST OF PROJECT prepared by COUNTY and delivered to CITY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of delivery to CITY of said invoice. Undisputed charges shall be deducted from CITY'S deposit. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY must submit justification to COUNTY for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification. If not, previously disputed charges shall then be deducted from CITY'S deposit and any remaining deposit shall be refunded to CITY within sixty (60) calendar days.

g. 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.

h. 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. 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.

i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. 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.

j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. John Ballas
Director of Public Works
City of Industry
P.O. Box 3366
Industry, CA 91744-3995

COUNTY: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

k. Neither COUNTY nor any officer or 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. Neither CITY nor any officer or 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.

m. 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.

n. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32379 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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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 INDUSTRY on _____, 2007, and by the COUNTY OF LOS ANGELES on MAY 29, 2007.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

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

By _____
Deputy

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 Directors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61 MAY 29 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

CITY OF INDUSTRY

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

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