



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
<http://dpw.lacounty.gov>

GAIL FARBER, Director

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

January 04, 2011

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

14 JANUARY 4, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
COLIMA ROAD, ET AL., PHASE 2, ROAD IMPROVEMENT PROJECT
CITY OF INDUSTRY-COUNTY OF LOS ANGELES
(SUPERVISORIAL DISTRICTS 1 AND 4)
(4 VOTES)**

SUBJECT

This action is to approve the cooperative agreement between the City of Industry and the County of Los Angeles to provide financing and delegation of responsibilities for the resurfacing of the deteriorated roadway pavement on Colima Road, which is jurisdictionally shared between the City of Industry and the County of Los Angeles. The proposed work will be part of the County's Colima Road, et al., Phase 2, Road Improvement project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as a responsible agency, find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Mayor of the Board to sign the enclosed cooperative agreement with the City of Industry to provide financing and delegation of responsibilities for the resurfacing of the deteriorated roadway pavement on Colima Road from approximately 150 feet east of Azusa Avenue to approximately 450 feet east of Stoner Creek Road. The agreement provides for the County of Los Angeles to perform the preliminary engineering and administer the construction of the project and further provides that the City of Industry and the County of Los Angeles will finance their respective jurisdictional shares of the project cost. The total project cost for the Colima Road, et al., Phase 2, Road Improvement project is estimated to be \$1,823,100, with the City of Industry's share estimated

to be \$741,300 and the County of Los Angeles' share estimated to be \$1,081,800.

3. Adopt the resolution declaring portions of Colima Road within the City of Industry to be a part of the County System of Highways.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for the Board to approve an agreement with the City of Industry (City) to provide financing and delegation of responsibilities for the resurfacing of the deteriorated roadway pavement on Colima Road from approximately 150 feet east of Azusa Avenue to approximately 450 feet east of Stoner Creek Road. The City and County of Los Angeles (County) will fund their jurisdictional shares of the work required based on the portion of the work within each jurisdiction.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). By improving the subject roadway, residents of the City and nearby unincorporated County communities who travel on Colima Road will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$1,823,100, with the City's share estimated to be \$741,300 and the County's share estimated to be \$1,081,800 of which the First Supervisorial District's share is \$278,000 and the Fourth Supervisorial District's share is \$803,800. The City-County cooperative agreement will provide for the City to finance its jurisdictional share of the project cost. This project is included in the First and Fourth Supervisorial District's Road Construction Programs in the Fiscal Year 2010-11 Road and Proposition C Local Return Fund Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement has been approved as to form by County Counsel and executed by the City.

The enclosed agreement provides for the County to perform the preliminary engineering and administer the construction of the project and the City and County to finance their respective jurisdictional shares of the project cost. The City's actual payment will be based upon a final accounting after completion of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes 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.

Sections 1700-1702 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, declare

any highway in the county lying in whole or in part within a city to be a county highway for certain purposes, including improvement. The governing body of the affected city may consent to the relative portion of the highway within its jurisdiction being included as part of the county highway system. Thereafter, the board of supervisors of the county may acquire right of way, construct, maintain, improve, or repair such highway in the same manner as other county highways.

The Colima Road, et al., Phase 2, Road Improvement project (RDC0015339) is a continuation of another project, Colima Road, et al. (RDC0015211), which included the resurfacing of Colima Road from Fullerton Road to Lake Canyon Drive as well as other streets in the vicinity.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 2 and 22, of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for the resurfacing of existing roadway pavement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Improvement of the roadway pavement on Colima Road is needed to enhance the quality of life for residents who travel on this street.

CONCLUSION

Please return one adopted copy of this letter and the copy marked CITY ORIGINAL of the agreement to the Department of Public Works, Programs Development Division. The copy of the agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



GAIL FARBER
Director

GF:SA: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 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, CITY and COUNTY propose to resurface the roadway pavement on Colima Road from approximately 150 feet east of Azusa Avenue to approximately 450 feet east of Stoner Creek Road, which are jurisdictionally shared between the CITY and the COUNTY. The proposed work will be part of the County's Colima Road, Et Al., Phase 2, Road Improvement project (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 or cause to be performed the preliminary engineering, construction contract, construction inspection and engineering, materials testing, construction survey, right-of-way engineering, signing and striping, environmental documentation, and contract administration for PROJECT; and

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

WHEREAS, COST OF PROJECT is currently estimated to be One Million Eight Hundred Twenty-three Thousand One Hundred and 00/100 Dollars (\$1,823,100.00), with CITY'S estimated share being Seven Hundred Forty-one Thousand Three Hundred and 00/100 Dollars (\$741,300.00) and COUNTY'S estimated share being One Million Eighty-one Thousand Eight Hundred and 00/100 Dollars (\$1,081,800.00); and

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

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and 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 CITY and the unincorporated areas of COUNTY.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental finding and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. 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.
- d. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies and all other necessary work after advertising of PROJECT for construction to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of PRELIMINARY ENGINEERING, CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION; right-of-way acquisition and clearances 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 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 a final accounting pursuant to paragraph 4) a., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, Seven Hundred Forty-one Thousand Three Hundred and 00/100 Dollars (\$741,300.00) to finance its estimated jurisdictional share of COST OF PROJECT (CITY'S PAYMENT). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of the portions of Colima Road from 150 feet east of Azusa Avenue to 450 feet east of Colima Road within CITY as part of the County System of Highways for the limited purpose of constructing PROJECT improvements.
- d. 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.
- e. 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.
- f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to 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 those 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 to the utility companies 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.
- g. 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.

- h. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.
- i. 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.
- j. To provide all out of scope change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner. If CITY'S response is not received within five (5) calendar days, COUNTY may proceed with change orders.
- k. Upon completion of PROJECT, to operate and 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 ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT; COUNTY'S actual share will 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.
- 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 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 COUNTY'S JURISDICTION.
- f. 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 PROJECT.
- g. 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 incident 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. The cost of all work or improvements (including all engineering, administration, and all other costs incident 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.
 - 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.
 - c. That if at final accounting CITY'S jurisdictional share COST OF PROJECT is less than CITY'S PAYMENT, as set forth in paragraph 2) b., above, COUNTY shall refund difference to CITY without further action by CITY.
 - d. That if CITY'S PAYMENT, as set forth in paragraph 4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date 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. CITY shall review the final 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.
 - f. 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.

- g. 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.
- h. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. John D. Ballas
Director of Public Works/City Engineer
City of Industry
15625 East Stafford Street, Suite 100
Industry, CA 91744-3995

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

- j. Other than as provided below, 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.
- k. Neither COUNTY nor any officer or 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.

- I. Other than as provided below, 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. Neither CITY nor any officer or 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 that is not within the CITY'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 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, 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.

- n. 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

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 December 9, 2010, and by the COUNTY OF LOS ANGELES on January 4, 2011.



ATTEST:

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

By *Antal*
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By *Rosalinda*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14

JAN 04 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By *Mike Antonovich*
Mayor, Board of Supervisors

This copy is not subject to
Section 20112 of the Government Code
because of its document law status.

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

By *Antal*
Deputy

77461

CITY OF INDUSTRY

By *Dennis*
Mayor

ATTEST:

By *Cecilia*
Deputy City Clerk

APPROVED AS TO FORM:

By *Mark F. Voshell*
City Attorney

**RESOLUTION DECLARING THE PORTIONS OF COLIMA ROAD
FROM 150 FEET EAST OF AZUSA AVENUE TO 450 FEET
EAST OF STONER CREEK ROAD WITHIN THE CITY OF INDUSTRY
TO BE A PART OF COUNTY SYSTEM OF HIGHWAYS**

WHEREAS, by reason of its location and travel thereon, the portions of Colima Road from 150 feet east of Azusa Avenue to 450 feet east of Stoner Creek Road, within the City of Industry, in the County of Los Angeles, State of California, should be a part of the County System of Highways for the limited purpose of resurfacing roadway pavement as provided in Sections 1700-1702 inclusive of the Streets and Highways Code of the State of California; and

WHEREAS, it is the purpose of the Board of Supervisors of said County to cause construction of the above-stated improvements and perform appurtenant work thereon provided the consent of the governing body of the City shall first be given by means of adopting the attached resolution of the City Council of the City of Industry, California, consenting to the establishment of the portions of Colima Road from 150 feet east of Azusa Avenue to 450 feet east of Stoner Creek Road within said City as part of the County System of Highways;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that the portions of Colima Road from 150 feet east of Azusa Avenue to 450 feet east of Stoner Creek Road, within the City of Industry, are hereby declared to be a part of the System of Highways of said County as provided in Section 1700 of the Streets and Highways Code of the State of California for the purpose of authorizing construction of the aforementioned work.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that the County agrees:

- a) That the County of Los Angeles shall not be responsible for any damage or liability occurring by reason of any roadway condition on the aforementioned streets, within the City of Industry, existing prior to the start of road construction by the County of Los Angeles or following the completion and field acceptance of said construction.
- b) That the work to be performed by the County of Los Angeles shall not include roadway maintenance activities on the portions of Colima Road from 150 feet east of Azusa Avenue to 450 feet east of Stoner Creek Road, within the City of Industry, prior to the start of road construction by the County or following the completion and field acceptance of said construction.

The foregoing Resolution was adopted on the 4th day of January, 2011, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



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

By *[Signature]*
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By *[Signature]*
Deputy

P:\pdpub\City\Cities-Uninc Areas\San Gabriel Valley\IND\Colima Rd Ph 2\Colima Rd Ph 2 Jur Res.doc