



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

JAMES A. NOYES, Director

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July 24, 2003

IN REPLY PLEASE

REFER TO FILE: PD-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:

**IMPERIAL HIGHWAY FROM SHOEMAKER AVENUE TO CARMENITA ROAD
CITY OF SANTA FE SPRINGS-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 1
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Negative Declaration for the improvements of Imperial Highway from Shoemaker Avenue to Carmenita Road prepared and adopted by the City of Santa Fe Springs on May 12, 2003, and the subsequent Notice of Determination filed with the County Clerk on May 16, 2003; find that the Negative Declaration adequately describes the Imperial Highway project for the purposes of the California Environmental Quality Act; and find that these actions reflect the independent judgment of the County.
2. Approve and instruct the Chair of the Board to sign the enclosed cooperative agreement with the City of Santa Fe Springs for the project, which provides for the City to perform the preliminary engineering and administer the construction of the project, with the County to finance the cost of widening, restriping, and implementing peak-period parking restrictions by utilizing Los Angeles County Metropolitan Transportation Authority grant funds and County local match funds. The City will finance the cost to upgrade traffic signals at the intersection of Imperial Highway and Leffingwell Road and the cost to install a street lighting system on Imperial Highway between the aforementioned limits. The cost of the

project is estimated to be \$480,000, with Los Angeles County Metropolitan Transportation Authority grant funds being \$278,000, County matching funds being \$42,000, and the City's share being \$160,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and the City of Santa Fe Springs propose to widen a portion of the south side of Imperial Highway and restripe and implement peak-period parking restrictions to provide three travel lanes eastbound and westbound on Imperial Highway from Shoemaker Avenue to Carmenita Road, which is jurisdictionally shared between the City and the County. The project is being completed in conjunction with the renovation of an adjacent commercial center by a developer. This work will be combined with the upgrade of traffic signals at the intersection of Imperial Highway and Leffingwell Road and the installation of a street lighting system along Imperial Highway within the City. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1680 and 1684 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a four-fifths vote of its members, determine that the improvement or alteration of any street within a city is of general county interest and that county-aid shall be extended therefore. This proposal is also authorized and provided for by the provisions of Title 1, Division 7, Chapter 5, and Article 1 of the Government Code.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The cost of the project is estimated to be \$480,000, with Los Angeles County Metropolitan Transportation Authority grant funds being \$278,000, County matching funds being \$42,000, and the City's share being \$160,000. This project is included in the Fiscal Year 2003-04 Proposition C Local Return Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement, which has been approved as to form by County Counsel, provides for the City to perform the preliminary engineering and administer the construction of the project, with the County to finance the cost of widening, restriping, and implementing peak-period parking restrictions by utilizing Los Angeles County Metropolitan Transportation Authority grant funds and County local match funds. The City will finance the cost to upgrade the traffic signals at the intersection of Imperial Highway and Leffingwell Road and the installation of a street lighting system along Imperial Highway within the City.

ENVIRONMENTAL DOCUMENTATION

The City prepared the enclosed Negative Declaration pursuant to the California Environmental Quality Act and approved it on May 12, 2003. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this cooperative agreement.

The City has concluded, and we concur, that the proposed roadway construction improvements are within the scope of the aforementioned Negative Declaration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Imperial Highway is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

The Honorable Board of Supervisors
July 24, 2003
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CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the two copies marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

ESC:yr

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Enc.

cc: Chief Administrative Office
County Counsel

CITY ORIGINAL

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA FE SPRINGS, 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":

W I T N E S S E T H

WHEREAS, Imperial Highway is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, COUNTY and CITY propose to widen a portion of the south side of Imperial Highway between Shoemaker Avenue and Carmenita Road and restripe and implement peak-period parking restrictions in both the east and west directions on Imperial Highway between Shoemaker Avenue and Carmenita Road, which work is hereinafter referred to as "IMPROVEMENTS"; and

WHEREAS, IMPROVEMENTS will provide a third through lane in both the eastbound and westbound directions along Imperial Highway and eliminate the bottleneck that currently exists between the aforementioned limits; and

WHEREAS, in conjunction with IMPROVEMENTS, CITY proposes to include the upgrade of traffic signals and the installation of a street lighting system on Imperial Highway between the aforementioned limits as part of the renovation of the adjacent commercial center by a developer, which work is hereinafter referred to as "ADDITIONS"; and

WHEREAS, IMPROVEMENTS and ADDITIONS together are hereinafter referred to as "PROJECT"; and

WHEREAS, IMPROVEMENTS and ADDITIONS are jurisdictionally shared between CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the preliminary engineering and contract administration, construction inspection and engineering, materials testing, construction survey, signing, and striping for PROJECT; and

WHEREAS, the "COST OF IMPROVEMENTS" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, and signing and striping for IMPROVEMENTS, as more fully set forth herein; and

WHEREAS, the "COST OF ADDITIONS" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, and signing and striping for ADDITIONS, as more fully set forth herein; and

WHEREAS, COUNTY has obtained grant funds from the Los Angeles County Metropolitan Transportation Authority (MTA) to finance the majority of the COST OF IMPROVEMENTS; and

WHEREAS, COUNTY is willing to utilize the MTA grant funds and other COUNTY funds, currently estimated to be Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00), to finance the COST OF IMPROVEMENTS; and

WHEREAS, the total cost of PROJECT is currently estimated to be Four Hundred Eighty Thousand and 00/100 Dollars (\$480,000.00) with MTA grant funds of Two Hundred Seventy-eight Thousand and 00/100 Dollars (\$278,000.00), COUNTY'S matching funds of Forty-two Thousand and 00/100 Dollars (\$42,000.00), and CITY'S share being One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Sections 1680-1684 and 1710 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) CITY AGREES

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, materials testing, construction survey, and signing and striping for PROJECT.
- b. To finance the entire COST OF ADDITIONS and any remaining COST OF IMPROVEMENTS that are in excess of COUNTY'S maximum contribution of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00).
- c. To prepare the necessary environmental document and make the required environmental finding.
- d. To advertise PROJECT for construction bids, to inform COUNTY of the content of the bids received, to award the construction contract after approval by COUNTY, and to administer the construction contract.
- e. To furnish COUNTY with information on all contract change orders for IMPROVEMENTS and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) d., below.
- f. To administer the design and construction of IMPROVEMENTS in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C twenty-five percent (25%) Discretionary funds. CITY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by the COUNTY and MTA, or any of their duly authorized representatives, and shall be retained by CITY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.

- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the construction contractor's(s') contractor general liability and automobile insurance policies.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT and not later than sixty (60) calendar days prior to the funding lapsing date as specified in paragraph (3) g., below, a final accounting of the actual total PROJECT costs, including an itemization of actual unit costs and actual contract quantities.

Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

(2) COUNTY AGREES:

- a. To secure and obtain MTA grant funds to be used to finance a portion of COST OF IMPROVEMENTS.
- b. To finance the COST OF IMPROVEMENTS with a maximum contribution, currently estimated to be Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00), using MTA grant funds and other COUNTY funds. The actual COST OF IMPROVEMENTS is to be determined by a final accounting of PROJECT costs.
- c. To deposit with CITY, following the opening of construction bids and upon demand by CITY, sufficient funds to finance the COST OF IMPROVEMENTS that are not in excess of COUNTY'S maximum contribution of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00). Said demand will consist of a billing invoice prepared by CITY.
- d. To review construction bids, the proposed award amount for PROJECT, and any change orders for IMPROVEMENTS and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with PROJECT or change orders.

- e. To authorize CITY to represent COUNTY 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.
- f. Upon receipt of application from CITY and approval of construction plans for PROJECT, to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way and to construct those facilities that are to be maintained by COUNTY.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS

- a. The "COST OF IMPROVEMENTS," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction engineering and inspection, construction survey, utility relocation, traffic detour, final signing and striping, and all other work and materials necessary to construct IMPROVEMENTS 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.
- b. The "COST OF ADDITIONS," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction engineering and inspection, construction survey, utility relocation, traffic detour, final signing and striping, and all other work and materials necessary to construct ADDITIONS 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 consist of the costs of environmental documentation; design survey; traffic index; and geometric investigation; preparation of plans, specifications,

and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- d. The cost of the "construction contract," as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor for IMPROVEMENTS and ADDITIONS.
- e. If COST OF IMPROVEMENTS, based upon the final accounting, is less than COUNTY'S deposit, as set forth in paragraph (2) c., above, CITY shall refund the difference to COUNTY.
- f. COUNTY shall not be liable for any costs of PROJECT that do not conform to the regulations and requirements of MTA, as referred to in paragraph (1) f., above.
- g. The MTA grant funds to be used to finance a portion of COST OF IMPROVEMENTS are subject to lapse on June 30, 2003. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from the MTA pursuant to Memorandum of Understanding Number 495-246-3-92-95 between COUNTY and the MTA. CITY shall complete IMPROVEMENTS and submit final accounting of PROJECT prior to April 30, 2003.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

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

CITY

Mr. John R. Price
Director of Public Works
City of Santa Fe Springs
P.O. Box 2120
Santa Fe Springs, CA 90670-2120

COUNTY

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- j. 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 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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SANTA FE SPRINGS on _____ 2002, ~~2001~~²⁰⁰², and by the COUNTY OF LOS ANGELES on _____ 2002., ~~2001~~²⁰⁰².

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

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

By _____
Deputy

APPROVED AS TO FORM

LLOYD W. PELLMAN
County Counsel

By Fremie E. Sill
Deputy

CITY OF SANTA FE SPRINGS

By [Signature]
Mayor

ATTEST:

APPROVED AS TO FORM:

By [Signature]
City Clerk

By [Signature]
City Attorney