



**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

August 21, 2012

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

24 August 21, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR  
VALLEY BOULEVARD FROM TEMPLE AVENUE TO  
1,800 FEET WEST OF CITY'S BOUNDARY  
ROADWAY IMPROVEMENT PROJECT  
CITY OF POMONA-COUNTY OF LOS ANGELES  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

This action is to approve the cooperative agreement between the City of Pomona and the County of Los Angeles to provide financing and delegation of responsibilities for a roadway improvement project on Valley Boulevard from Temple Avenue to 1,800 feet west of the City's boundary. The project will be administered by the City of Pomona.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chairman of your Board to sign the cooperative agreement with the City of Pomona to provide financing and delegation of responsibilities for the pavement resurfacing project on Valley Boulevard from Temple Avenue to 1,800 feet west of the City's boundary. The total project cost is estimated to be \$1,493,000 with the County of Los Angeles' jurisdictional share estimated to be \$400,000.

3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County of Los Angeles' estimated jurisdictional share equal to \$40,000 for any costs of unforeseen items that may occur, thereby increasing the maximum County of Los Angeles contribution from \$400,000 to \$440,000.

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

The purpose of the recommended action is to approve a cooperative agreement with the City of Pomona and the County of Los Angeles for the improvement of Valley Boulevard from Temple Avenue to 1,800 feet west of the City's boundary.

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

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving Valley Boulevard, the residents of the City and nearby unincorporated County communities who travel on this 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 \$1,493,000 with the City's share estimated to be \$1,093,000 and the County's share estimated to be \$400,000. The City-County cooperative agreement provides for the City to perform the preliminary engineering and administer construction of the work with the City and the County to finance their respective jurisdictional shares of the project costs. The necessary funds required to finance the County's share is included in the First Supervisorial District's Road Construction Program in the Recommended Fiscal Year 2012-13 Measure R Local Return Fund Budget.

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

The City proposes to administer a City-County cooperative project to improve Valley Boulevard from Temple Avenue to 1,800 feet west of the City's boundary, which is jurisdictionally shared between the City and the County. The enclosed cooperative agreement provides for the City to perform the preliminary engineering and administer a construction contract for the project with the City and the County to finance their respective jurisdictional shares of the project costs. The County's actual share will be based upon a final accounting of expenditures after completion of the project. The project is scheduled to begin construction in the summer of 2012 and be completed in the fall of 2012.

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.

The enclosed cooperative agreement has been approved as to form by County Counsel.

**ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 2, 16, 20, and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for resurfacing roadway pavement, sidewalk construction, and curb and gutter construction. The City is the lead agency for this project and found it to be exempt from CEQA on May 7, 2012.

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

Improvement of the roadway pavement on Valley Boulevard is needed and is of general County interest. This project will enhance the quality of life for motorists and pedestrians who travel this street.

**CONCLUSION**

Please return one adopted copy of this letter and the two cooperative agreements marked CITY OF POMONA and CITY CLERK to the Department of Public Works, Programs Development Division.

Respectfully submitted,



GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF POMONA, 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, CITY and COUNTY propose to design and construct roadway improvements to Valley Boulevard from Temple Avenue to 1,800 feet west of CITY boundary (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, CITY is willing to perform or cause to be performed the preliminary engineering, construction inspection, materials testing, construction survey, and administration of construction contract for PROJECT; and

WHEREAS, TOTAL CONSTRUCTION COST OF PROJECT, as defined herein, is currently estimated to be One Million Four Hundred Ninety-three Thousand and 00/100 Dollars (\$1,493,000.00) with CITY'S estimated jurisdictional share being One Million Ninety-three Thousand and 00/100 Dollars (\$1,093,000.00) and COUNTY'S estimated jurisdictional share being Four Hundred Thousand and 00/100 Dollars (\$400,000.00); and

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

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 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. The cost of PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall include the costs of environmental documentation, design survey, soil report, traffic index, and geometric investigation; preparation of plans, specifications, and cost estimates, right-of-way

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certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.

- b. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT, the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the costs of any additional unforeseen work that is necessary for the construction of PROJECT.
- c. COST OF CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, making necessary arrangements for relocation of utility facilities, 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. The COST OF CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall not exceed ten percent (10%) of the COST OF CONSTRUCTION CONTRACT.
- d. TOTAL CONSTRUCTION COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and cost of construction contingencies and all other work necessary to construct PROJECT in accordance with the approved plans.

2) CITY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING at no cost to COUNTY.
- b. To finance CITY'S jurisdictional share of the TOTAL CONSTRUCTION COST OF PROJECT from Temple Avenue to COUNTY jurisdiction boundary currently estimated to be One Million Ninety-three Thousand and 00/100 Dollars (\$1,093,000.00), the actual amount of which is to be determined by a final accounting of TOTAL CONSTRUCTION COST OF PROJECT.
- c. To obtain COUNTY'S approval of plans for PROJECT prior to advertising for construction bids, and to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in COUNTY jurisdiction as part of PROJECT.

- 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 the COUNTY in all negotiations pertaining thereto.
- e. To ensure that the COUNTY, and all officers, employees and agents of the COUNTY, are named as additional insured parties under the construction contractors' Contractor General Liability and automobile insurance policies, for all work in connection with PROJECT, including coverage for ongoing operations and completed operations.
- f. To furnish COUNTY 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. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing 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.

3) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT, currently estimated to be Four Hundred Thousand and 00/100 Dollars (\$400,000.00).
- b. To deposit with the CITY, upon the opening of construction bids and upon demand, sufficient funds, currently estimated to be Four Hundred Thousand and 00/100 Dollars (\$400,000.00), to finance COUNTY'S estimated jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT. Said demand will consist of a billing invoice prepared by CITY.
- c. To grant the CITY any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for the construction of PROJECT at no cost to the CITY to the extent not already provided by law.
- d. To cooperate with the CITY 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 COUNTY streets or on COUNTY property, the COUNTY will provide the necessary

right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. The COUNTY 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.

- e. 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 CONSTRUCTION COST OF PROJECT shall allocate said total cost between the CITY and the COUNTY based on the physical location of the work performed. Thus, the cost of all work performed within CITY'S jurisdiction (including COST OF CONSTRUCTION CONTRACT and COST OF CONSTRUCTION ADMINISTRATION) shall constitute CITY'S jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT. The costs of all work performed within COUNTY'S jurisdiction (including COST OF CONSTRUCTION CONTRACT and COST OF CONSTRUCTION ADMINISTRATION) shall constitute COUNTY'S jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT. Exhibit A indicates the location of the boundaries between the CITY and COUNTY and shall be used exclusively for establishing such boundaries for eventual calculation of the TOTAL CONSTRUCTION COST OF PROJECT and the physical location of the work performed. Nothing in the preceding sentence obviates the language in paragraph 2) d., or shall be used as evidence of the work to be performed.
- b. If at final accounting COUNTY'S jurisdictional share of TOTAL CONSTRUCTION COST OF PROJECT exceeds COUNTY'S total deposit, as set forth in paragraph 3) b., above, COUNTY shall pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by the CITY. Conversely, if the required COUNTY funds are less than said COUNTY'S deposit, CITY shall refund the difference to COUNTY within thirty (30) days of the date CITY furnished COUNTY with the final accounting.
- c. COUNTY shall review the billing invoice prepared by the CITY for COUNTY payment, as set forth in paragraph 4) b., above, and report in writing any discrepancies to CITY within (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. COUNTY shall then make payment of the previously disputed charges or submit justification

for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.

- d. During construction of the PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. The COUNTY may also furnish, at no cost to the CITY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT may be amended or modified only by mutual written consent of the CITY and the 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.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Daryl Grigsby  
Director of Public Works  
City of Pomona  
P.O. Box 660  
Pomona, CA 91769-0660

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

- g. Other than as provided below, neither COUNTY nor any officer or employee of the COUNTY shall be responsible for any damage or liability occurring by reason of any 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. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully indemnify, defend, and hold the 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 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.

- h. Neither the COUNTY nor any officer or employee of the 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 geographical limits, including but not limited to 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 the 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 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. 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 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.
- j. Neither the CITY nor any officer or employee of the 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 within the COUNTY'S geographical limits, including but not limited to 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 the 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.



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF POMONA on \_\_\_\_\_, 2012, and by the COUNTY OF LOS ANGELES on August 21, 2012.



ATTEST:

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

By [Signature]  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
COUNTY COUNSEL

By [Signature]  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

24 AUG 21 2012

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors

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 Supervisors

By [Signature]  
Deputy

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CITY OF POMONA

By [Signature]  
City Manager

ATTEST:

By [Signature]  
City Clerk

APPROVED AS TO FORM:

By [Signature]  
City Attorney