



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

October 02, 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

23 **October 2, 2012**

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
VALLEY BOULEVARD FROM THE SAN GABRIEL RIVER FREEWAY
TO TURNBULL CANYON ROAD PAVEMENT IMPROVEMENT PROJECT
CITY OF INDUSTRY-COUNTY OF LOS ANGELES
UNINCORPORATED COMMUNITIES OF BASSETT AND AVOCADO HEIGHTS
(SUPERVISORIAL DISTRICT 1)
(3 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 design and construction of Valley Boulevard from the San Gabriel River freeway to Turnbull Canyon Road pavement improvement and traffic signal upgrade project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that this project is categorically exempt from the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the cooperative agreement with the City of Industry for the project. The cooperative agreement provides for the County of Los Angeles to perform the preliminary engineering and administer construction of the project, with the City of Industry and the County of Los Angeles to finance their respective jurisdictional shares of the cost of the project. The total project cost is currently estimated to be \$5,500,000 with the City of Industry's share being \$1,100,000 and the County of Los Angeles' share being \$4,400,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Industry and the County of Los Angeles propose to resurface and reconstruct the deteriorated pavement on Valley Boulevard from the San Gabriel River freeway to Turnbull Canyon Road, which is jurisdictionally shared between the City and the County. The Board's approval of the enclosed cooperative agreement is necessary for the financing and delegation of responsibilities for the project.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the subject roadways, residents of the City and the unincorporated County communities who travel on these streets 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 \$5,500,000 with the City's share estimated to be \$1,100,000 and the County's share estimated to be \$4,400,000. In addition to the construction contract cost, the total project cost includes the cost of plans, specifications, consultant services, survey, material testing, construction engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities Liability Trust Fund, and other County services.

The necessary funds required for this project are included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Road Fund and Proposition C Local Return Fund Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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 purposes of more efficient construction or repair of streets and roads within the city.

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

On October 31, 2006, Agenda Item 31, the Board previously executed City-County Agreement No. 75919 to improve the roadway pavement on Valley Boulevard from San Gabriel River freeway to Temple Avenue and from Workman Mill Road/Puente Avenue to 7th Avenue/Sunset Avenue. The County could not proceed with the project due to construction of the Sunset Avenue grade separation project. The project limit, scope of work, and cost of the project have significantly changed since the execution of this agreement. Therefore, the enclosed revised agreement is needed and will replace the original agreement in its entirety. The Board's approval of the enclosed revised agreement is necessary to provide for financing and delegation of responsibilities for the proposed project.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act guidelines and Class 1(x), Subsections 2, 14, 18, and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for resurfacing roadway pavement, reconstruction of existing sidewalk, curbs and gutters, new street drainage facilities that do not discharge onto private property, and maintenance of existing roadway facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Improvement of Valley Boulevard, which is on the County Highway Plan, is needed and is of general County interest.

CONCLUSION

Please return one adopted copy of this letter and the two original revised agreements 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

REVISED AGREEMENT

THIS REVISED 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 have heretofore executed CITY-COUNTY Agreement No. 75919, dated October 31, 2006, (hereinafter referred to as PRIOR AGREEMENT), regarding the parties' cooperative efforts with respect to the design and reconstruction of the deteriorated roadway pavement on Valley Boulevard from the San Gabriel River freeway to Temple Avenue and from Workman Mill Road/Puente Avenue to 7th Avenue/Sunset Avenue (which work was referred to as PROJECT), as shown in PRIOR AGREEMENT; and

WHEREAS, none of the improvements contemplated by PRIOR AGREEMENT have been constructed; and

WHEREAS, CITY and COUNTY are proposing to change the limits, scope of work, pavement structural section, and upgrade specific traffic signals, as provided for in this REVISED AGREEMENT; and

WHEREAS, CITY and COUNTY desire to improve the deteriorated pavement on Valley Boulevard from the San Gabriel River freeway to Turnbull Canyon Road; and

WHEREAS, CITY and COUNTY desire to utilize portland cement concrete pavement on Valley Boulevard southbound lanes from Puente Avenue/Workman Mill Road to 7th Avenue/Sunset Avenue; and

WHEREAS, CITY and COUNTY desire to modify the traffic signal at 7th Avenue/Sunset Avenue intersection; and

WHEREAS, COUNTY desires to utilize low impact development components and features for the street segments that are being reconstructed within COUNTY jurisdiction; and

WHEREAS, Section (4) paragraph i., of PRIOR AGREEMENT provides that PRIOR AGREEMENT may be modified, in writing, with the signature of both parties in the manner originally executed; and

WHEREAS, CITY and COUNTY desire to replace, in whole, PRIOR AGREEMENT with REVISED AGREEMENT; and

WHEREAS, PROJECT, as revised, is within the geographical boundaries of CITY and COUNTY; and

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

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

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

WHEREAS, COST OF PROJECT is currently estimated to be Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00) with CITY'S estimated share being One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) and COUNTY'S estimated share being Four Million Four Hundred Thousand and 00/100 Dollars (\$4,400,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT within their JURISDICTIONS; 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 REVISED AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY mentioned in this AGREEMENT.
- b. PRELIMINARY ENGINEERING as referred to in this REVISED AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical 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. COST OF CONSTRUCTION CONTRACT as referred to in this REVISED 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, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this REVISED AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, 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 bids 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 REVISED AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance 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.
- f. Completion of PROJECT as referred to in this REVISED AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

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 REVISED AGREEMENT and upon demand by COUNTY One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) 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. 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 receipt of application from COUNTY and 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 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.
- 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, which 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 at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- g. 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.
- 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 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 solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and 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 eighty (180) 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 incidental to PROJECT work) 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 incidental to PROJECT work) 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. Conversely, if the CITY'S jurisdictional share is less than CITY'S PAYMENT, COUNTY shall refund difference to CITY without further action by CITY.

- c. That if CITY'S PAYMENT, as set forth in paragraph 2) 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, 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.
- d. 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.
- e. 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.
- f. 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.
- g. This REVISED AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. 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.
- h. Each party shall have no financial obligation to the other party under this REVISED AGREEMENT, except as herein expressly provided.
- i. The provisions of this REVISED AGREEMENT completely supersede the provisions of the PRIOR AGREEMENT and the PRIOR AGREEMENT shall have no further force or effect.

- j. Any correspondence, communication, or contact concerning this REVISED 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

- k. 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 REVISED 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 REVISED AGREEMENT.
- l. 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 REVISED 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.

- m. 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 REVISED 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 REVISED AGREEMENT.
- n. 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 REVISED AGREEMENT, including liability under the 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.
- o. 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 REVISED 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.

- p. The provisions of this REVISED AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement No. 32379 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

- q. That the County of Los Angeles authorizes the Director of the County of Los Angeles Department of Public Works to assign to the City of Industry all of its right, title, and interest in any unlapsed portion of the one-year warranty granted to the County of Los Angeles by the construction contractor performing the road improvement work. This assignment is effective following completion of PROJECT.

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IN WITNESS WHEREOF, the parties hereto have caused this REVISED AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF INDUSTRY on AUGUST 9, 2012, and by the COUNTY OF LOS ANGELES on October 2, 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

23 OCT 2 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

CITY OF INDUSTRY

By [Signature]
Mayor

ATTEST:

By [Signature]
City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney

77847



DONALD L. WOLFE, Director

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
www.ladpw.org

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

IN REPLY PLEASE
REFER TO FILE: PD-9

October 31, 2006

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:

**VALLEY BOULEVARD FROM SAN GABRIEL RIVER FREEWAY TO
TEMPLE AVENUE, ET AL.
CITY OF INDUSTRY-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project to resurface and reconstruct the deteriorated pavement on Valley Boulevard from the San Gabriel River Freeway to Temple Avenue and from Workman Mill Road/Puente Avenue to 7th Avenue/Sunset Avenue, which is jurisdictionally shared between the City of Industry and the County of Los Angeles, is exempt from the California Environmental Quality Act.
2. Approve and instruct the Mayor 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 and administer the construction of the project, with the City and the County to finance their respective jurisdictional shares of the cost of the project. The total project cost is currently estimated to be \$2,270,000 with the City's share being \$362,000 and the County's share being \$1,908,000.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31

OCT 31 2006

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Ag 75919

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Industry and the County propose to resurface and reconstruct the deteriorated pavement on Valley Boulevard from the San Gabriel River Freeway to Temple Avenue and from Workman Mill Road/Puente Avenue to 7th Avenue/Sunset Avenue, which is jurisdictionally shared between the City of Industry and the County. Your Board's approval of the enclosed 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 purposes of more efficient construction or repair of streets and roads within the city.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By improving the subject roadways, 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 \$2,270,000 with the City's share being \$362,000 and the County's share being \$1,908,000. The necessary funds required for this project will be included in the proposed Fiscal Year 2007-08 Proposition C Local Return Fund Budget. There will be no impact to the Fiscal Year 2006-07 Proposition C Local Return 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 and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the cost of the project.

The Honorable Board of Supervisors
October 31, 2006
Page 3

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act 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 of the California Environmental Quality Act and Class 1 (x) 2 and 14 of the County Environmental Guidelines.

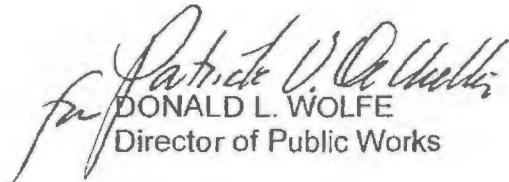
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Valley Boulevard is on the County Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

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

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

JWY:sc
C070260
P:\pdpubl\City\Cities-Uninc Areas\San Gabriel Valley\lnd\valley board letter.doc

Enc.

cc: Chief Administrative Office
County Counsel

75919

CITY ORIGINAL

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, Valley Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to resurface and reconstruct the deteriorated roadway pavement on Valley Boulevard from San Gabriel River Freeway to Temple Avenue, and from Workman Mill Road/Puente Avenue to 7th Avenue/Sunset Avenue (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 Two Hundred Seventy Thousand and 00/100 Dollars (\$2,270,000.00) with CITY'S share being Three Hundred Sixty-two Thousand and 00/100 Dollars (\$362,000.00) and COUNTY'S share being One Million Nine Hundred Eight Thousand and 00/100 Dollars (\$1,908,000.00); 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 premises 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 Three Hundred Sixty-two Thousand and 00/100 Dollars (\$362,000.00). 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 expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to perform 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 costs.
- 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

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 _____, 2006, and by the COUNTY OF LOS ANGELES on OCTOBER 31, 2006.



COUNTY OF LOS ANGELES

ATTEST:

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

By Mike Antonovich
Mayor, Board of Supervisors

Zev Yaroslavy
ZEV YAROSLAVSKY
CHAIR, PRO TEM, BOARD OF SUPERVISORS

By [Signature]
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Deputy

CITY OF INDUSTRY

By [Signature]
Mayor

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 OCT 31 2006

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ATTEST:

By [Signature]
City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney