



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

February 27, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

58 February 27, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
APPROVE COOPERATIVE AGREEMENTS FOR
PALMDALE BOULEVARD AND 40TH STREET EAST IMPROVEMENT PROJECT
AND 10TH STREET WEST IMPROVEMENT PROJECT
CITY OF PALMDALE – LOS ANGELES COUNTY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for two cooperative agreements between the City of Palmdale and the Los Angeles County for financing and delegation of responsibilities for the design and construction of road improvement project Palmdale Boulevard and 40th Street East, which includes Palmdale Boulevard from 691 feet east of 50th Street East to 75th Street East and 40th Street East from Avenue N to Avenue N-8, as well as road improvement project 10th Street West, which includes 10th Street West from Elizabeth Lake Road to Yucca Tree Street.

IT IS RECOMMENDED THAT THE BOARD:

1. Acting as a responsible agency, find that the projects are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and the record of the project.
2. Approve the projects and instruct the Chair of the Board to sign the cooperative agreements between the City of Palmdale and the Los Angeles County for the road improvement project on Palmdale Boulevard and 40th Street East and the road improvement project on 10th Street West.

3. Delegate authority to the Director of Public Works to approve up to 10 percent of the County's estimated jurisdictional share equal to \$130,000 for any costs of unforeseen expenses that may occur, thereby increasing the maximum County contribution from \$1,300,000 to \$1,430,000 for the road improvement project on Palmdale Boulevard and 40th Street East.
4. Delegate authority to the Director of Public Works to approve up to 10 percent of the County's estimated jurisdictional share equal to \$85,000 for any costs of unforeseen expenses that may occur, thereby increasing the maximum County contribution from \$850,000 to \$935,000 for the road improvement project on 10th Street West.
5. Delegate authority to the Director of Public Works to execute amendments and modifications of a nonmaterial nature to the cooperative agreements to incorporate necessary nonmaterial programmatic and administrative changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these actions is to have the County and City enter into agreements for two roadway improvement projects on shared jurisdictional streets for which the City will be the lead. This will enable the County to implement the roadway improvements on these County streets sooner than planned. Delivery of the project ahead of schedule will benefit all users of the roadway in this community.

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and instruct the Chair of the Board to sign the enclosed cooperative agreements with the City. The City and the County propose to design and construct road improvements on the jurisdictionally shared portions of the projects as identified in the enclosed cooperative agreements (Enclosures A and B) and the enclosed maps (Enclosures C, D, and E).

These projects were initiated in April 2022 as a result of complaints received by the City regarding the pavement condition at these locations. Palmdale Boulevard and 40th Street East project consists of full-depth reclamation, roadway reconstruction, and striping and marking. The 10th Street West project consists of roadway reconstruction, striping and marking, and traffic loop restoration.

The cooperative agreements will allow the City to perform the preliminary engineering and administer construction of the projects with the City and the County to finance their respective jurisdictional shares of the project cost estimated to be \$6,500,000 and \$1,300,000, respectively, for Palmdale Boulevard and 40th Street East project, and to be \$11,065,000 and \$850,000, respectively, for 10th Street West project.

The projects are anticipated to begin construction in March 2024. Construction of the entire project is anticipated to be completed in fall 2024.

The Board's approval of the cooperative agreements is necessary for the financing and delegation of responsibilities for the project.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3, Manage and Maximize

County Assets. The recommended actions support ongoing efforts to manage and improve public infrastructure assets while maximizing and leveraging resources.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost for Palmdale Boulevard and 40th Street East project is estimated to be \$7,800,000. The City-County cooperative agreement provides for the City and County to finance their jurisdictional shares of the project cost estimated to be \$6,500,000 and \$1,300,000, respectively.

The total project cost for the 10th Street West project is estimated to be \$12,000,000. The City-County cooperative agreement provides for the City and the County to finance their jurisdictional shares of the project cost estimated to be \$11,150,000 and \$850,000, respectively.

The County's share of the project cost will be funded with the State of California Road Maintenance and Rehabilitation Account funds allocated to the County under the Road Repair and Accountability Act of 2017 (Senate Bill 1). Funding for this project is included in the Road Fund (B03 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2023-24 Budget. Funding for the project's future costs will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 1685 and 1803 of the California Streets and Highways Code provide that the board of any county may enter into contracts or agreements with the legislative body of any city for more efficient construction or repair of streets and roads within the City.

The cooperative agreement has been approved as to form by County Counsel and was approved by the Palmdale City Council on November 1, 2023. It provides for the City 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 project cost. The City's and the County's actual costs will be based upon a final accounting after completion of the project.

ENVIRONMENTAL DOCUMENTATION

As a responsible agency with respect to the proposed project, the County has reviewed the exemption determination of the City, the lead agency for the proposed project, which found the proposed project exempt under California Environmental Quality Act Guidelines; Section 15301, Subdivision. The County is a responsible agency for partially funding the project, and in its independent judgment on the record determines that the recommended actions with respect to its approvals for the project are exempt under the Subdivision of Guidelines based on the record of the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Palmdale Boulevard between 40th Street East and 10th Street West are on the County's Master Plan of Highways and the proposed road improvements are needed and of general County interest.

CONCLUSION

Please return one adopted copy of this letter and the signed agreements to Public Works, Road Maintenance Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA, PE

Director

MP:MC:ch

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF PALMDALE, a Charter City 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, Palmdale Boulevard is designated as a major arterial in the Circulation Element of the CITY'S General Plan and a major highway on the COUNTY'S Master Plan of Highways and 40th Street East is designated as secondary arterial in the Circulation Element of the CITY'S General Plan and a local street on the COUNTY'S Master Plan of Highways; and

WHEREAS, CITY and COUNTY propose to design and construct improvements on Palmdale Boulevard from 691 feet east of 50th Street East to 75th Street East, the improvements to be is to perform a full depth reclamation with cement stabilization, consisting of pulverizing the existing hot mix asphalt layer along with underlying material, adding cement, compacting it to create a six or nine inch layer, and overlaying it with a new hot mix asphalt; and

WHEREAS, CITY and COUNTY propose to design and construct improvements on 40th Street East from Avenue N to Avenue N-8, the improvements to be removing the existing roadway surface and base; reconstructing the roadway to existing edges of pavement; and

WHEREAS, improvements for Palmdale Boulevard and 40th Street East shall hereinafter be referred to as PROJECT; and

WHEREAS, PROJECT is within the geographical boundaries of and jurisdictionally shared between CITY and COUNTY and broken-down into segments in accordance with the following table: and

Segment	Scope of Work	Thomas Guide	Length (feet)	Jurisdiction Share
Palmdale Boulevard from 691 feet east of 50th Street East to 60th Street East	Roadway Improvements	4197-A7;B7;C7;D7	6027	Palmdale (100 percent)
Palmdale Boulevard from 60th Street East to 75th Street East	Roadway Improvements	4197-E7;F7	7920	County (50 percent) Palmdale (50 percent)

79504

ENCLOSURE A

40th Street East from Avenue N to Avenue N-4	Roadway Improvements	4196-H1	1320	Palmdale (100 percent)
40th Street East from Avenue N-4 to Avenue N-8	Roadway Improvements	4196-H1	1320	County (50 percent) Palmdale (50 percent)

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, solicitation of construction bids and award of construction contract, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, the 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 Seven Million Eight Hundred Thousand and 00/100 Dollars (\$7,800,000.00) with the CITY'S share estimated to be Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00), and the COUNTY'S share estimated to be One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00); 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 delivered 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 respective portions of Palmdale Boulevard from 60th Street East to 75th Street East and 40th Street East from Avenue N-4 to Avenue N-8, within geographical boundaries of CITY and COUNTY as mentioned in this AGREEMENT.
- b. PRELIMINARY ENGINEERING as referred to in this 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 AGREEMENT shall consist of the total of all 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 cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. **CONSTRUCTION ADMINISTRATION** as referred to in this AGREEMENT shall consist of construction contracts administration , construction management , construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications for 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 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. **ACCEPTANCE OF CONSTRUCTION** as referred to in this AGREEMENT shall consist of final inspection and acceptance by COUNTY that the roadway improvements within COUNTY'S JURISDICTION have been constructed to COUNTY'S satisfaction.
- g. **COMPLETION OF PROJECT** as referred to in this AGREEMENT shall be defined as the date of **ACCEPTANCE OF CONSTRUCTION** of PROJECT by CITY and COUNTY and an electronic notification to COUNTY'S Head of the Permit Section., Ms. Imelda Ng, at (626) 458-4940 or ing@dpw.lacounty.gov, or her designee or successor, that the improvements within COUNTY'S JURISDICTION are completed.

2) CITY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, and all other work necessary to complete PROJECT.
- b. To finance CITY'S jurisdictional share of COST OF PROJECT, currently estimated to be Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00), the actual amount of which is to be determined pursuant to Section (4) a.
- c. To accept COUNTY'S deposit of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00), which is COUNTY'S estimated jurisdictional share of COST OF PROJECT, the actual amount of which will be determined pursuant to Sections (2) I. and (4) a.
- d. To obtain COUNTY'S approval of plans for PROJECT prior to solicitation 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'S JURISDICTION as part of PROJECT.
- e. To apply and obtain a road encroachment permit in EPIC-LA by accessing website <https://epicla.lacounty.gov/SelfService/#/home> and completing the permit application for the encroaching work, including the contractor's information, license number, and a certificate of liability insurance with the additional insured endorsement naming COUNTY as additional insured at no cost to CITY, to construct those portions of PROJECT within COUNTY'S JURISDICTION. CITY may satisfy the foregoing insurance requirements through self-insurance and by requiring any and all construction contractors on PROJECT to indemnify, defend, hold harmless, and name COUNTY as an additional insured.
- f. To advertise PROJECT for construction bids, to award and administer the CONSTRUCTION CONTRACT, to do all things necessary and proper to complete PROJECT.
- g. To act as COUNTY'S attorney-in-fact for the purpose of implementing PROJECT within COUNTY'S JURISDICTION and in all things necessary and proper to complete PROJECT.
- h. To comply with all applicable federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.

ENCLOSURE A

- i. To ensure that COUNTY and all officers, employees, and agents of COUNTY are named as additional insured parties under the construction contractor's Commercial General Liability and automobile insurance policies for all work in connection with PROJECT, including coverage for ongoing operations and completed operations.
 - j. 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 cost and actual quantities for PROJECT within COUNTY JURISDICTION.
 - k. 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.
 - l. To provide as-built plans to COUNTY upon COMPLETION OF PROJECT.
 - m. 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 review and approve PRELIMINARY ENGINEERING prepared by CITY for PROJECT.
 - b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, currently estimated to be One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00), the actual amount of which will be determined pursuant to Section (2) j. and (4) a.
 - c. To deposit with the CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S share of COST OF PROJECT, currently estimated to be One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00). Said demand will consist of a billing invoice prepared by CITY.
 - d. 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.

- e. Upon receipt of permit application in accordance with Section (2) e. of this AGREEMENT and the required documents from CITY and COUNTY'S approval of construction plans for PROJECT to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of the PROJECT within COUNTY'S JURISDICTION.
 - f. In addition to the permits(s) set forth in Section (3) e. above to grant CITY any temporary right of way or license to use property that COUNTY owns or has an easement for which is necessary for the construction of PROJECT at no cost to CITY and to the extent not already provided by law.
 - g. To cooperate with 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, COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. COUNTY 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 CITY when necessary to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.
 - h. 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.
 - i. Upon receipt of an electronic notification of COMPLETION OF PROJECT, to maintain at COUNTY'S expense, all improvements constructed as part of the PROJECT within COUNTY'S JURISDICTION.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. The final accounting of the actual 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 cost constitutes CITY'S jurisdictional share of 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 COST OF PROJECT.

- b. That if at final accounting COUNTY'S jurisdictional share of COST OF PROJECT exceeds COUNTY'S deposit, as set forth in Section (3) c., County shall, upon review and approval of final accounting invoice as described in Section (4) c. below, pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by CITY. Conversely, if the COUNTY share of COST OF PROJECT is less than the said deposit, CITY shall refund the difference from COUNTY'S deposit.
- c. COUNTY shall review the final accounting invoice prepared by CITY and report in writing any discrepancies to CITY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to CITY within sixty (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'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 PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT within COUNTY'S JURISDICTION. 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 CITY and COUNTY. Amendments, modifications, and termination 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: Lynn Glidden
Director of Public Works
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

COUNTY: Mark Pestrella
Director of Public Works
Los Angeles County
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 COUNTY shall be responsible, directly, or indirectly, for any damage or liability occurring by reason of any acts or omission 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.
- h. 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, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or streaming from PROJECT within CITY'S JURISDICTION or arising from 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, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as it has been and thereafter may be amended, and 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 sections 9607, subdivision (e) and section 107,

subdivision (e) of CERCLA, as amended, and section 25364 of the California Health and Safety Code.

- i. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability accruing by reason of any act 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.
- j. 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 on or stemming from the PROJECT within COUNTY'S JURISDICTION or arising from 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, including liability under CERCLA, as amended and 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. sections 9607, subdivision (e) and, 107 (e) of CERCLA, as amended, and section 25364 of the California Health and Safety Code.
- k. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32073 between CITY and COUNTY adopted by the Los Angeles County Board of Supervisors on December 27, 1977.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF PALMDALE on November 8, 2023, and by the LOS ANGELES COUNTY on February 27, 2024.



ATTEST:

JEFF LEVINSON
Interim Executive Officer of the
Board of Supervisors of the
Los Angeles County

By
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By
Deputy

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#58 FEB 27 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

LOS ANGELES COUNTY

By
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By
Deputy

CITY OF PALMDALE

By
Mayor

ATTEST:

By
Acting City Clerk

APPROVED AS TO FORM:

By
City Attorney

79504

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF PALMDALE, a Charter City 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, 10th Street West is designated as a regional roadway in the Circulation Element of the CITY'S General plan and a proposed expressway roadway on the COUNTY'S Master Plan of Highways; and

WHEREAS, CITY and COUNTY propose to design and construct improvements on 10th Street West from Elizabeth Lake Road to Yucca Tree Street, consisting of removing the existing roadway surface and base; reconstructing the roadway to existing edges of pavement, building a composite pavement section of 7.5 inch of crushed aggregate base (CAB), and 4.5 inch of PG70-10, hot mix asphalt concrete (HMA) with an overlay of 1.5 inches of Polymer Modified Asphalt Concrete (PMAC); signing and striping; and traffic loop restoration; and

WHEREAS, improvements for 10th Street West shall hereinafter be referred to as PROJECT; and

WHEREAS, PROJECT is within the geographical boundaries of and jurisdictionally shared between CITY and COUNTY and broken-down into one segment in accordance with the following table: and

Segment	Scope of Work	Thomas Guide	Length (feet)	Jurisdiction Share
10th Street West from Elizabeth Lake Road to Yucca Tree Street	Roadway Improvements	4195-G6; G7	1073	County (50 percent) Palmdale (50 percent)

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, solicitation of construction bids and award of construction contract, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, the 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

79505

WHEREAS, COST OF PROJECT is currently estimated to be One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00) with the CITY's share estimated to be Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00), and the COUNTY'S share estimated to be Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00)

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 Section 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 delivered 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 respective portions of 10th Street West from Elizabeth Lake Road to Yucca Tree Street, within geographical boundaries of CITY and COUNTY as mentioned in this AGREEMENT.
- b. PRELIMINARY ENGINEERING as referred to in this 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 AGREEMENT shall consist of the total of all 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 cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contracts administration, construction management, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications for 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 AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and cost 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. ACCEPTANCE OF CONSTRUCTION as referred to in this AGREEMENT shall consist of final inspection and acceptance by COUNTY that the roadway improvements within COUNTY'S JURISDICTION have been constructed to COUNTY'S satisfaction.
- g. COMPLETION OF PROJECT as referred to in this AGREEMENT shall be defined as the date of ACCEPTANCE OF CONSTRUCTION of PROJECT by CITY and COUNTY and an electronic notification to COUNTY'S Head of the Permit Section., Ms. Imelda Ng, at (626) 458-4940 or ing@dpw.lacounty.gov, or her designee or successor, that the improvements within COUNTY'S JURISDICTION are completed.

2) CITY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING CONSTRUCTION ADMINISTRATION, and all other work necessary to complete PROJECT.
- b. To finance CITY'S jurisdictional share of COST OF PROJECT, currently estimated to be Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00), the actual amount of which is to be determined pursuant to Section (4) a.
- c. To accept COUNTY'S deposit of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00), which is COUNTY'S estimated jurisdictional share of COST OF PROJECT, the actual amount of which will be determined pursuant to Sections (2) l and (4) a.

ENCLOSURE B

- d. To obtain COUNTY'S approval of plans for PROJECT prior to solicitation 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'S JURISDICTION as part of PROJECT.
- e. To apply and obtain a road encroachment permit in EPIC-LA by accessing website <https://epicla.lacounty.gov/SelfService/#/home> and completing the permit application for the encroaching work, including the contractor's information, license number, and a certificate of liability insurance with the additional insured endorsement naming COUNTY as additional insured at no cost to CITY, to construct those portions of PROJECT within COUNTY'S JURISDICTION. CITY may satisfy the foregoing insurance requirements through self-insurance and by requiring any and all construction contractors on PROJECT to indemnify, defend, hold harmless, and name COUNTY as an additional insured.
- f. To advertise PROJECT for construction bids, to award and administer the CONSATRUCTION CONTRACT, to do all things necessary and proper to complete the PROJECT.
- g. To act as COUNTY'S attorney-in-fact for the purpose of implementing PROJECT within COUNTY'S JURISDICTION and in all things necessary and proper to complete PROJECT.
- h. To comply with all applicable federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- i. To ensure that COUNTY and all officers, employees, and agents of COUNTY are named as additional insured parties under the construction contractor's Commercial General Liability and automobile insurance policies for all work in connection with PROJECT, including coverage for ongoing operations and completed operations.
- j. 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 cost and actual quantities for PROJECT within COUNTY JURISDICTION.
- k. 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.

- l. To provide as-built plans to COUNTY upon COMPLETION OF PROJECT.
- m. 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 review and approve PRELIMINARY ENGINEERING prepared by CITY for PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, currently estimated to be Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00), the actual amount of which will be determined pursuant to Section (2) j. and (4) a.
- c. To deposit with the CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S share of COST OF PROJECT, currently estimated to be Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00). Said demand will consist of a billing invoice prepared by CITY.
- d. 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.
- e. Upon receipt of permit application in accordance with Section (2) e. of this AGREEMENT and the required documents from CITY and COUNTY'S approval of construction plans for PROJECT to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of the PROJECT within COUNTY'S JURISDICTION.
- f. In addition to the permits(s) set forth in Section (3) e. above to grant CITY any temporary right of way or license to use property that COUNTY owns or has an easement for which is necessary for the construction of PROJECT at no cost to CITY and to the extent not already provided by law.
- g. To cooperate with 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, COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. COUNTY 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 CITY when necessary to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.

- h. 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.
- i. Upon receipt of an electronic notification of completion of the PROJECT, to maintain in good condition and at COUNTY'S expense, all improvements constructed as part of the PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual 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 cost constitutes CITY'S jurisdictional share of 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 COST OF PROJECT.
- b. That if at final accounting COUNTY'S jurisdictional share of COST OF PROJECT exceeds COUNTY'S deposit, as set forth in Section (3) c., County shall, upon review and approval of final accounting invoice as described in Section (4) c. below, pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by CITY. Conversely, if the COUNTY share of COST OF PROJECT is less than the said deposit, CITY shall refund the difference from COUNTY'S deposit.
- c. COUNTY shall review the final accounting invoice prepared by CITY and report in writing any discrepancies to CITY within sixty (60) calendar days

after the date of said invoice. Undisputed charges shall be paid by COUNTY to CITY within sixty (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'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 PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT within COUNTY'S JURISDICTION. 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 CITY and COUNTY. Amendments, modifications, and termination of 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: Lynn Glidden
Director of Public Works
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

COUNTY: Mark Pestrella
Director of Public Works
Los Angeles County
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 COUNTY shall be responsible, directly or indirectly, for any damage or liability occurring by reason of any acts or omission 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.

- h. 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, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or streaming from PROJECT within CITY'S JURISDICTION or arising from 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, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as it has been and thereafter may be amended, and 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 sections 9607, subdivision (e) and section 107, subdivision (e) of CERCLA, as amended, and section 25364 of the California Health and Safety Code.
- i. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability accruing by reason of any act 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.
- j. 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 oat or stemming from the PROJECT within COUNTY'S JURISDICTION or arising from acts

ENCLOSURE B

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, including liability under CERCLA, as amended and 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. sections 9607, subdivision (e) and, 107 (e) of CERCLA, as amended, and section 25364 of the California Health and Safety Code.

- k. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32073 between CITY and COUNTY adopted by the Los Angeles County Board of Supervisors on December 27, 1977.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF PALMDALE on November 8, 2023, and by the LOS ANGELES COUNTY on February 27, 2024.



ATTEST:

JEFF LEVINSON
Interim Executive Officer of the
Board of Supervisors of the
Los Angeles County

By *Maria Olezka*
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By *Heidi*
Deputy

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#58 FEB 27 2024

Jeff Levinson
JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

LOS ANGELES COUNTY

By *Jim Giam*
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By *Maria Olezka*
Deputy

CITY OF PALMDALE

By *Laura Bettencourt*
Mayor

ATTEST:

By *Raylene Folan*
Acting City Clerk

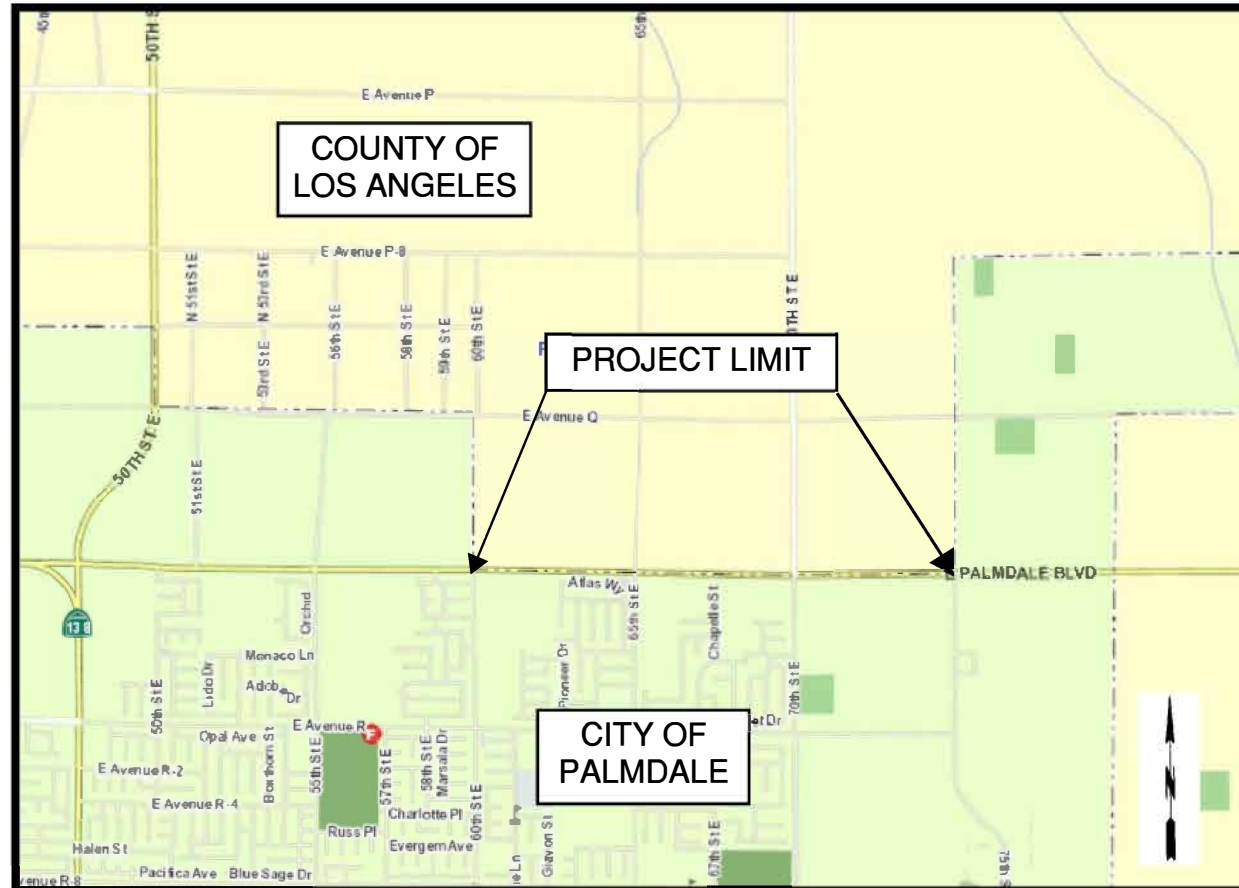
APPROVED AS TO FORM:

By *William P. C. City*
City Attorney /

79505

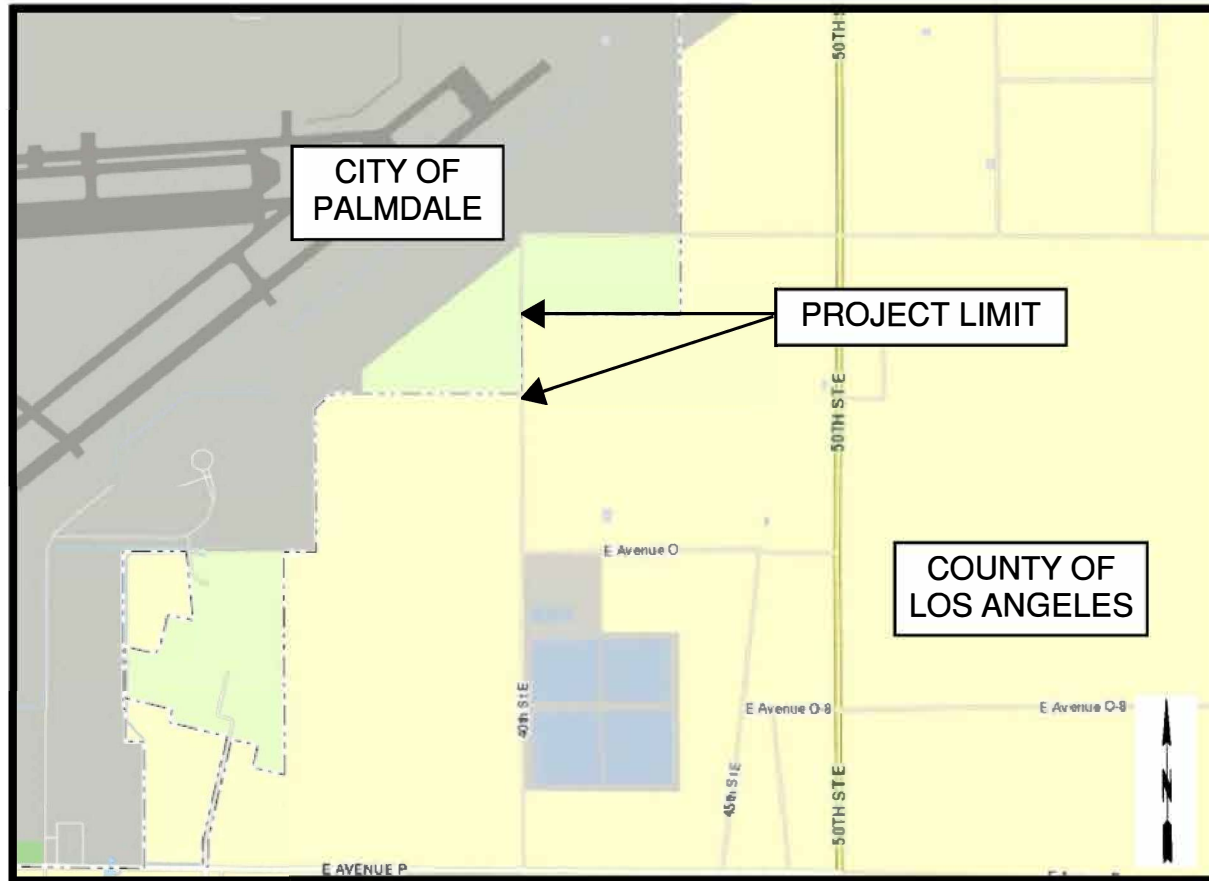
PALMDALE BOULEVARD FROM 60TH STREET EAST TO 75TH STREET EAST

Location Map



40TH STREET EAST FROM AVENUE N-4 TO AVENUE N-8

Location Map



10TH STREET WEST FROM ELIZABETH LAKE ROAD TO YUCCA TREE STREET

Location Map