

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew Fertal  
Dept.: City Manager  
Subject: KATELLA AVENUE SMART STREET RESOLUTION

From: Keith G. Jones  
Dept.: Public Works  
Date: April 14, 2009

OBJECTIVE

To secure City Council authorization of a Resolution concurring with County of Orange Resolution No. 09-019 pertaining to the Katella Smart Street Improvements.

BACKGROUND

On November 11, 2008, the City Council executed the Katella Avenue Smart Street Construction Agreement between the County of Orange and the City of Garden Grove. This agreement identified the roles and responsibilities the County of Orange and City of Garden Grove will have during the course of construction that will provide street improvements along Katella Avenue from Stanton Storm Channel to 100 feet east of Jean Street.

DISCUSSION

As the lead agency and manager of the construction contract, the County of Orange will need to access city streets to oversee the construction project. The mechanism to facilitate this is the subject resolution which declares portions of Katella Avenue, Dale Street, Magnolia Street and Gilbert Street a County highway during the course of construction.

FINANCIAL IMPACT

There is no impact to the General Fund. The proposed street improvements will be funded by OCTA Combined Transportation Funding Program (CTFP) Katella Avenue Smart Street funds.


COMMUNITY VISION IMPLEMENTATION

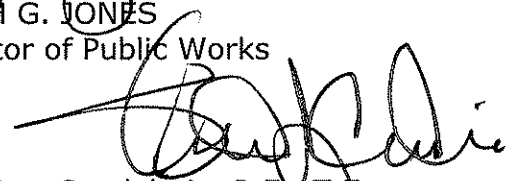
This project is consistent with the community vision for improving the transportation system as well as the safe and efficient flow of traffic.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Katella Avenue Smart Street Resolution.
- Authorize the Mayor and City Clerk to execute the Katella Avenue Smart Street Resolution.

  
KEITH G. JONES  
Director of Public Works

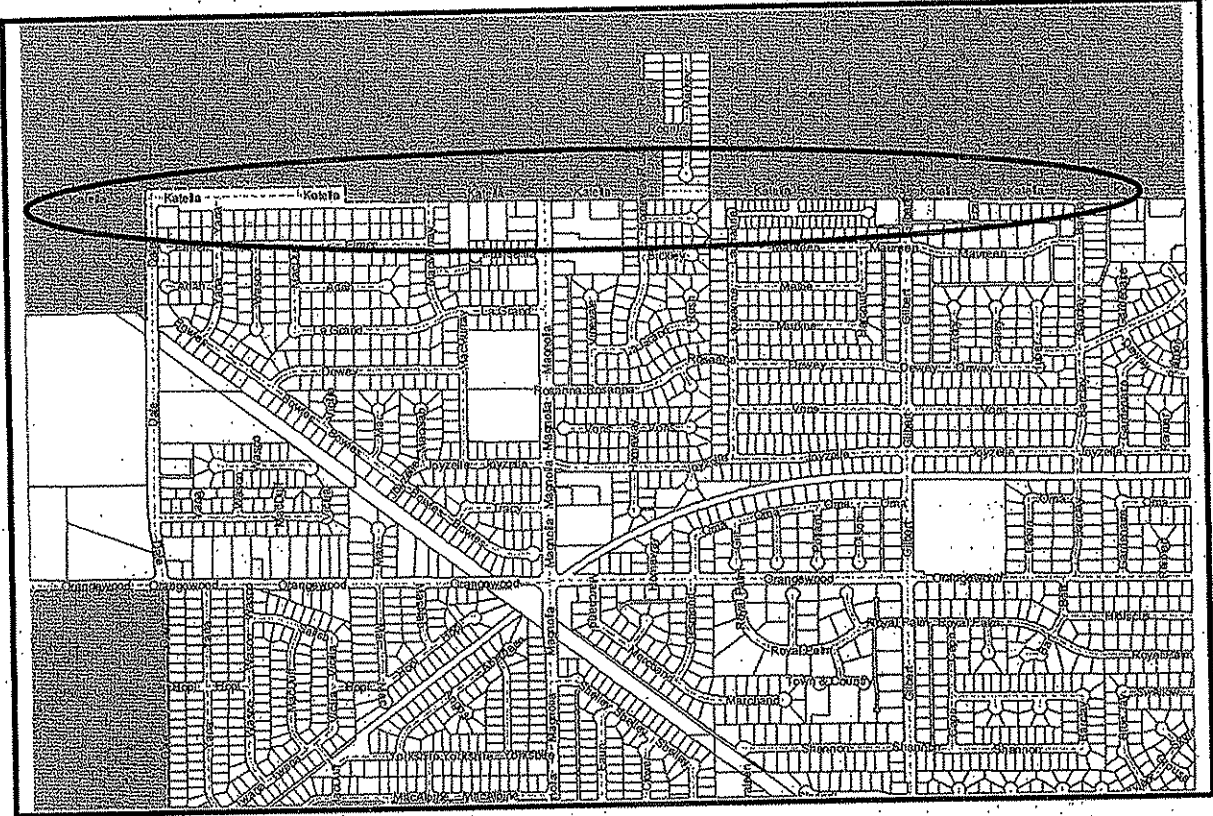
*WCM*  
  
By: Dan Candelaria, P.E., T.E.  
City Traffic Engineer

**Recommended for Approval**

  
Matthew Ferial  
City Manager

Attachments: Vicinity Map - #1  
Katella Avenue Smart Street Resolution - #2  
Resolution of the Board of Supervisors No. 09-019 - #3  
Katella Avenue Smart Street Construction Agreement - #4

**VICINITY MAP**



**KATELLA AVENUE SMART STREET**

RESOLUTION



## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE CONCURRING WITH ORANGE COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 09-019 PERTAINING TO THE KATELLA SMART STREET IMPROVEMENTS.

WHEREAS, that portion of Katella Avenue, Dale Street, Magnolia Street and Gilbert Street from Dale Avenue to easterly of Jean Street lying within the City Limits of Garden Grove is deemed to be a highway of County-wide importance; and

WHEREAS, the County of Orange proposes to construct certain improvements on said portion of Katella Avenue, Dale Street, Magnolia Street and Gilbert Street as part of Katella Smart Street Improvements; and

WHEREAS, by Board of Supervisors Resolution No. 09-019 dated March 3, 2009, the County has declared said portion of Katella Avenue, Dale Street, Magnolia Street and Gilbert Street to be a County highway during the period of construction of said improvements of said roads by County; and

WHEREAS, the City of Garden Grove concurs with said improvement of Katella Avenue, Dale Street, Magnolia Street and Gilbert Street by County and desires to consent to the establishment of said portions of Katella Avenue, Dale Street, Magnolia Street and Gilbert Street as a County highway during the period of construction of said improvements by County.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF GARDEN GROVE;

1. Pursuant to the provisions of Section 1701, Article 3, Chapter 9, Division 2 of the Streets and Highways Code, the City Council does concur with the Orange County Board of Supervisors Resolution No. 09-019 dated March 3, 2009, declaring said portions of streets lying within the City Limits of Garden Grove be a County highway during the period of construction of said improvements by the County of Orange.



**RESOLUTION OF THE BOARD OF SUPERVISORS  
ORANGE COUNTY, CALIFORNIA**

**March 3, 2009**

WHEREAS, that portion of Katella Avenue, Dale Avenue, Magnolia Avenue, and Gilbert Street from Dale Avenue to easterly of Jean Street lying within the City Limits of Garden Grove is deemed to be a highway of County-wide importance; and

WHEREAS, the County of Orange proposes to construct said portion of Katella Avenue, Dale Avenue, Magnolia Avenue, and Gilbert Street as part of Katella Smart Street Improvements.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that:

1. Pursuant to the provisions of Section 1700, Article 3, Chapter 9, Division 2 of the Streets and Highways Code all of that portion of Katella Avenue, Dale Avenue, Magnolia Avenue, and Gilbert Street between westerly of Stanton Storm Channel and easterly of Jean Street lying within the City Limits of Garden Grove is hereby declared to be a County highway during the period of construction of said Improvements by the County of Orange.
2. Pursuant to Section 1701 of said Code, the Clerk of this Board is hereby authorized and directed to transmit to the City of Garden Grove a certified copy of this Resolution and request City a resolution of concurrence be adopted by the City Council of the City of Garden Grove.
3. This declaration shall take effect upon City Council's resolution of concurrence.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on March 03, 2009, to wit:

AYES: Supervisors: CHRIS NORBY, JANET NGUYEN, JOHN M. W. MOORLACH  
BILL CAMPBELL, PATRICIA BATES  
NOES: Supervisor(s):  
EXCUSED: Supervisor(s):  
ABSTAINED: Supervisor(s):

  
\_\_\_\_\_  
CHAIRMAN

STATE OF CALIFORNIA )  
                                  )  
COUNTY OF ORANGE )


I, DARLENE J. BLOOM, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors .

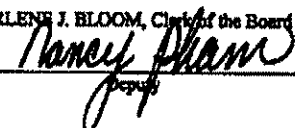
IN WITNESS WHEREOF, I have hereto set my hand and seal.

  
\_\_\_\_\_  
DARLENE J. BLOOM  
Clerk of the Board  
County of Orange, State of California



Resolution No: 09-019  
Agenda Date: 03/03/2009  
Item No: 18

 I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors , Orange County, State of California

DARLENE J. BLOOM, Clerk of the Board of Supervisors  
By:   
\_\_\_\_\_

Agreement No. D08-068

THIS AGREEMENT made and entered into this 3rd day of March, 2008/9

BY AND BETWEEN

THE CITY OF GARDEN GROVE, a Municipal Corporation in the State of California hereinafter referred to as "CITY".

AND

THE COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, Katella Avenue has been designated as a Smart Street by the Orange County Transportation Authority (OCTA) from the Los Angeles County Line (in the vicinity of I-605) to Villa Park Road ( in the vicinity of SR-55) on the Master Plan of Arterial Highways; and

WHEREAS, in May 1996, OCTA prepared a Katella Avenue Smart Street Implementation Plan for the improvement of Katella Avenue between the Los Angeles County Line and Villa Park Road, within the municipal jurisdictions of Los Alamitos, Cypress, Stanton, Garden Grove, Anaheim (collectively, the "Cities"), as well as within COUNTY's jurisdiction; and

WHEREAS, pursuant to State and local guidelines, OCTA prepared and distributed a Notice of Preparation and Initial Study and prepared Draft EIR 538 for the Katella Avenue Smart Street Implementation Plan and said EIR 538 was subsequently certified by OCTA as final, complete and adequate to satisfy the statutory requirements of the California Environmental Quality Act of 1970 (CEQA), as amended; and

WHEREAS, CITY and COUNTY agree that Katella Avenue Smart Street between Stanton Channel and 100 feet east of Jean Street is in need of increased traffic carrying



capacity by improvements including widening; restriping to six through lanes; median modification; traffic signal improvements; construction of bus turnouts; drainage improvements; hydrodynamic separator; landscaping; and irrigation systems; and

WHEREAS, a portion of the proposed widening on the south side of Katella Avenue Smart Street between Dale Street and one hundred (100) feet east of Jean Street is within the CITY; and

WHEREAS, a small portion of Katella Avenue Smart Street east and west of Markev Street is entirely within the City of Garden Grove; and

WHEREAS, a portion of Katella Avenue Smart Street between Magnolia Street and one hundred (100) feet east of Jean Street is within the COUNTY; and

WHEREAS, a portion of Katella Avenue Smart Street between Stanton Channel Avenue and Magnolia Street is within the City of Stanton; and

WHEREAS, the COUNTY as the lead on the PROJECT will use its best efforts to enter into a separate agreement with the City of Stanton to accomplish all things necessary for the construction of PROJECT within the Stanton; and

WHEREAS, City of Stanton and COUNTY previously entered into Agreement No. D02-003 for the design and right-of-way acquisition for the portion of Katella Avenue Smart Street between Magnolia Street and one hundred (100) feet east of Jean Street and for the design of the main line storm drain between Stanton Channel and one hundred (100) feet east of Jean Street; and

WHEREAS, the PROJECT will be initially funded from the Orange County Transportation Authority's (OCTA) Combined Transportation Funding Program (CTFP) Katella Avenue Smart Street funds in the maximum amount of \$4,598,379; and

WHEREAS, on March 4, 2008 the County's Board of Supervisors allocated a portion of COUNTY's Proposition 1B funds to PROJECT, in order to supplement PROJECT funding, in the total combined maximum amount of \$3,093,610; and

WHEREAS, the COUNTY shall make available Proposition 42 funds, for eligible work items, not to exceed \$992,262, to supplement PROJECT funding; and

WHEREAS, COUNTY and City of Stanton agree PROJECT improvements in the City of Garden Grove, including the construction of main line storm drain, local drainage works, connections to the main line storm drain, and construction administration, will be funded as a PROJECT cost; and

WHEREAS, CITY and COUNTY wish to specify their respective responsibilities for the construction of the PROJECT; and

WHEREAS, pursuant to the provisions of the Streets and Highways Code Sections 1680 through 1686 and Section 1803, CITY and COUNTY desire to enter into this AGREEMENT to cooperate on the construction of PROJECT; and

WHEREAS, CITY and COUNTY possess full authority to enter into this AGREEMENT.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

A. CITY Shall:

1. Agree that each of the above recitals is incorporated herein and is true and correct.
2. Prior to COUNTY advertising PROJECT, review and approve the final plans, special provisions and engineer's estimate for CITY portion of PROJECT.
3. Prior to advertising PROJECT, pass a resolution pursuant to provisions of Section 1701 of the Streets and Highways Code, declaring that portion of PROJECT within CITY limits to be COUNTY highway during the period of construction.
4. Prior to COUNTY award of contract, review bids and provide COUNTY written notice if CITY opposes award of contract to lowest responsible bidder. County and City shall verify that all funding is in place prior to award. If, after bids are opened, it is determined that insufficient funds are available to construct PROJECT, COUNTY and CITY shall meet and confer to determine a course of action for PROJECT.
5. Have access to the work area at all times during the progress of construction of PROJECT within CITY limits for the purpose of inspection and, should CITY deem any remedial measures to be necessary, CITY shall notify COUNTY in writing thereof.
6. Review and approve contract change orders (CCO) for portions of PROJECT within the CITY. CITY shall provide a project liaison during construction to coordinate change order approval.
7. Provide concurrence on CCOs within 48 hours of receipt of COUNTY's submittal of CCOs to CITY. If concurrence is not provided within 48 hours, COUNTY may proceed with the CCO as originally proposed.

8. Prior to COUNTY's acceptance of improvements and filing of a Notice of Completion, CITY Engineer shall review and approve in writing construction of PROJECT for portions of PROJECT within CITY. Such written approval shall only be withheld for work not completed in accordance with the construction contract documents for the PROJECT.

B. COUNTY Shall:

1. Agree that each of the above recitals is incorporated herein and is true and correct.
2. Be designated as the Lead Agency for the parties hereto to do all work involved in the advertising, awarding a construction contract and construction of PROJECT.
3. Identify the CITY as an additional insured in the construction contract for the PROJECT.
4. Issue Notices to Relocate to agencies/entities whose improvements/utilities may interfere with the PROJECT.
5. Obtain all necessary regulatory permits.
6. Prior to, or concurrent with advertisement of a construction contract for PROJECT, pass a resolution, pursuant to provisions of Section 1700 of the Streets and Highway Code, declaring that portion of PROJECT within CITY limits to be COUNTY highway for purposes of construction.
7. Upon approval of the final plans, special provisions and engineer's estimate of PROJECT by CITY, perform all of the administrative work of advertising for bids and awarding the construction contract to the lowest responsible bidder complying with all applicable provisions of the Public Contract Code and other applicable codes and ordinances. Prior to award of contract, CITY shall review bids and provide COUNTY written notice within fifteen (15) calendar days after receipt of documentation, if CITY opposes award of contract to lowest responsible bidder. COUNTY and CITY shall verify that all funding is in place prior to award. If, after bids are opened, it is determined that insufficient funds are available to construct PROJECT, COUNTY and CITY shall meet and confer to determine a course of action for PROJECT.
8. Process only contract change orders (CCOs) that are necessary for the completion of the PROJECT as shown on the plans and specifications approved by the CITY

and the COUNTY. Obtain CITY approval for any CCO in CITY portion of PROJECT per the terms of A. 6. and 7. above.

9. Prior to acceptance of improvements, obtain CITY Engineer's approval in writing of the construction of PROJECT for portions of PROJECT within CITY. Such written approval shall only be withheld for work not completed in accordance with the construction contract documents for the PROJECT.
10. After obtaining CITY Engineer's approval file Notice of Completion, and process a Board resolution declaring the PROJECT to no longer be a COUNTY highway as provided for in the Streets and Highways Code Section 1800.
11. Furnish the CITY with one set of reproducible drawings for the completed PROJECT and a copy of the filed Notice of Completion.

C. PAYMENTS AND FINAL ACCOUNTING:

1. COUNTY, as PROJECT lead, shall fund all PROJECT costs utilizing funds from OCTA CTFP allocations, Prop 1B allocations and Prop 42 allocations. County may elect to use other sources of funds (i.e., Road Funds) if City of Stanton and COUNTY are unsuccessful in obtaining additional funding from OCTA for PROJECT shortfall.
2. COUNTY shall invoice OCTA for ninety percent (90%) of the OCTA CTFP allocations after COUNTY awards construction contract for PROJECT.
3. Within one hundred twenty (120) days after the acceptance of Notice of Completion under the contract by COUNTY, COUNTY shall submit to CITY for review and approval by CITY, a Final Accounting Report for PROJECT. After CITY and COUNTY approve Final Accounting Report, COUNTY shall submit Final Accounting Report to OCTA for approval.
4. COUNTY shall invoice OCTA for the remaining ten percent (10%) of the OCTA CTFP allocations after OCTA approval of Final Accounting Report.
5. CITY shall bear the cost for construction and construction administration for any PROJECT enhancements and improvements requested by CITY that are not a part of the Katella Smart Street Plan.
6. CITY and COUNTY will assist each other, as necessary, for additional PROJECT funds, from OCTA, should the PROJECT cost exceed funds allocated as

described herein. Further, CITY and COUNTY will assist each other, as necessary, in seeking reimbursement from OCTA, for PROJECT eligible work at PROJECT final accounting.

D. It is MUTUALLY UNDERSTOOD BY THE PARTIES HERETO THAT:

1. Upon acceptance of the improvements of the PROJECT by COUNTY, and under the terms of this agreement, CITY shall accept ownership and maintenance responsibility for the portion of PROJECT within CITY limits.
2. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to 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 anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY under this agreement.
3. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to 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 anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement.
4. GENERAL:
  - a. Termination of Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of intent to so terminate except that any such termination may not occur subsequent to the award of a construction contract by the CITY. All Project costs incurred by CITY and COUNTY prior to the date of termination shall be reimbursable by

- the respective parties, less any costs that are eligible for OCCTFP reimbursement.
- b. Cooperation. CITY and COUNTY agree to cooperate with respect to the construction of the Project, and the content and specifications of the construction contract. CITY and COUNTY agree to meet in good faith to resolve any differences on future matters that are not specifically covered by this Agreement.
  - c. Coordination. During the course of the construction COUNTY shall coordinate with the CITY and its designated representatives when dealing with the community to insure that the community concerns are addressed in a manner acceptable to both the CITY and COUNTY.
  - d. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld, conditioned or delayed, unless such provision expressly incorporates a different standard.
  - e. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the CITY and the COUNTY (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.
  - f. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing CITY or COUNTY from any condition or requirement imposed by any other agreement between the COUNTY and CITY and, in the event of a conflicting provision, this Agreement shall prevail with respect to the implementation and construction process related to the Project.
  - g. Notices. All notices under this Agreement shall be deemed given only when actually received by the party being given notice, and shall be given in writing by personal delivery or United States certified mail addressed to the following representatives of the parties at the address indicated below:

CITY: City of Garden Grove/City Hall  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attention: City Engineer

COUNTY: County of Orange/OC Public Works  
300 N. Flower Street  
Santa Ana, CA 92702-4048  
Attention: Ignacio G. Ochoa, Director/Chief Engineer, OC  
Engineering

Either party may change its address by giving notice in writing to the other party.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its mayor and attested by its Clerk, and COUNTY has caused this Agreement to be executed by the Chairman of the Board of Supervisors and attested by its Clerk on the dates written opposite their signatures, all thereunto duly authorized by the City Council and the Board of Supervisors, respectively.

CITY OF GARDEN GROVE,  
a municipal corporation

Date: 11/25/08

By:   
William Dalton, Mayor

ATTEST:

APPROVED AS TO FORM:

 11/25/08  
Kathy Bailor, City Clerk

By:   
Thomas F. Nixon, City Attorney

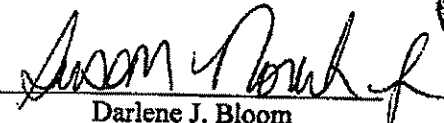
COUNTY OF ORANGE,  
a political subdivision of the State of  
California

Date: 3/6/09

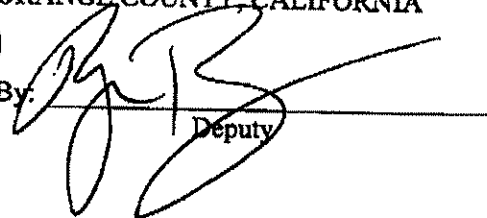
By:   
Chairperson, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By:   
Darlene J. Bloom  
Clerk of the Board of Supervisors of  
Orange County, California



By:   
Deputy



**RESOLUTION OF THE BOARD OF SUPERVISORS  
ORANGE COUNTY, CALIFORNIA**

**March 3, 2009**

WHEREAS, that portion of Katella Avenue, Dale Avenue, Magnolia Avenue, and Gilbert Street from Dale Avenue to easterly of Jean Street lying within the City Limits of Garden Grove is deemed to be a highway of County-wide importance; and

WHEREAS, the County of Orange proposes to construct said portion of Katella Avenue, Dale Avenue, Magnolia Avenue, and Gilbert Street as part of Katella Smart Street Improvements.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that:

1. Pursuant to the provisions of Section 1700, Article 3, Chapter 9, Division 2 of the Streets and Highways Code all of that portion of Katella Avenue, Dale Avenue, Magnolia Avenue, and Gilbert Street between westerly of Stanton Storm Channel and easterly of Jean Street lying within the City Limits of Garden Grove is hereby declared to be a County highway during the period of construction of said Improvements by the County of Orange.
2. Pursuant to Section 1701 of said Code, the Clerk of this Board is hereby authorized and directed to transmit to the City of Garden Grove a certified copy of this Resolution and request City a resolution of concurrence be adopted by the City Council of the City of Garden Grove.
3. This declaration shall take effect upon City Council's resolution of concurrence.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on March 03, 2009, to wit:

AYES: Supervisors: CHRIS NORBY, JANET NGUYEN, JOHN M. W. MOORLACH  
BILL CAMPBELL, PATRICIA BATES  
NOES: Supervisor(s):  
EXCUSED: Supervisor(s):  
ABSTAINED: Supervisor(s):


  
\_\_\_\_\_  
CHAIRMAN

STATE OF CALIFORNIA )  
                                  )  
COUNTY OF ORANGE )

I, DARLENE J. BLOOM, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors .

IN WITNESS WHEREOF, I have hereto set my hand and seal.



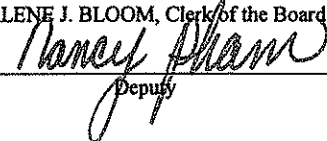
  
\_\_\_\_\_  
DARLENE J. BLOOM  
Clerk of the Board  
County of Orange, State of California

Resolution No: 09-019  
Agenda Date: 03/03/2009  
Item No: 18



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors , Orange County, State of California

DARLENE J. BLOOM, Clerk of the Board of Supervisors

By:   
\_\_\_\_\_  
Deputy