



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 23, 2005

IN REPLY PLEASE REFER TO FILE: PD-2

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

Dear Supervisors:

**ALAMEDA STREET OVER DOMINGUEZ CHANNEL AND  
DEL AMO BOULEVARD OVER COMPTON CREEK  
PROPOSED CITY OF CARSON-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 2  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to replace the existing bridge barrier rails on Alameda Street over Dominguez Channel and Del Amo Boulevard over Compton Creek is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the cooperative Agreement with the City of Carson for the project. The Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Replacement and Rehabilitation Program. The Agreement also provides for the City and the County to finance their respective jurisdictional shares of the non-Federally reimbursable local agency portion of the cost of the project. The total project cost is currently estimated to be \$660,000, with Federal reimbursement being \$494,000, the City's share being \$134,000, and the County's share being \$32,000.

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

The City of Carson and the County propose to replace the existing bridge barrier rails on Alameda Street over Dominguez Channel, which is entirely within the City, and Del Amo Boulevard over Compton Creek, which is jurisdictionally shared between the County and the City. The work also includes the reconstruction of curb, gutter, and sidewalk that is incidental to the bridge barrier rail replacement. 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's Strategic Plan Goal of Service Excellence. By improving the safety of the aforementioned bridges, residents of the City and the County who travel on these bridges will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The total construction cost of the project is currently estimated to be \$660,000, with Federal reimbursement being \$494,000, the City's share being \$134,000 and the County's share being \$32,000. Funding for this project is included in the proposed Fiscal Year 2005-06 Road Fund Budget.

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

The Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Replacement and Rehabilitation Program. The Agreement also provides for the City and the County to finance their respective jurisdictional shares of the non-Federally reimbursable local agency portion of the project cost.

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

The Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Replacement and Rehabilitation Program. The Agreement also provides for the City and the County to finance their respective jurisdictional portion of the non-Federally reimbursable local agency share of the project cost.

The Honorable Board of Supervisors  
June 23, 2005  
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### **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 Alameda Street over Dominguez Channel and Del Amo Boulevard over Compton Creek improvements are categorically exempt pursuant to Section 15301, Class 1 (c), of the California Environmental Quality Act guidelines.

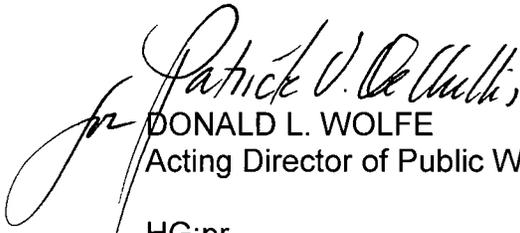
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Alameda Street and Del Amo Boulevard are on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

### **CONCLUSION**

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

Respectfully submitted,

  
DONALD L. WOLFE  
Acting Director of Public Works

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C051699  
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Enc.

cc: Chief Administrative Office  
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF CARSON, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Alameda Street and Del Amo Boulevard are on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose a project to replace the existing bridge barrier rails on Alameda Street over Dominguez Channel and Del Amo Boulevard over Compton Creek, including installation of curb, gutter, and sidewalk on Alameda Street over Dominguez Channel, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the geographical boundary of CITY and COUNTY; and

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

WHEREAS, COUNTY is willing to perform all work necessary to complete PROJECT; and

WHEREAS, COUNTY is further willing to administer the construction of PROJECT under the Federal Highway Bridge Replacement and Rehabilitation (HBRR) Program; and

WHEREAS, cost of PROJECT is currently estimated to be Six Hundred Sixty Thousand and 00/100 Dollars (\$660,000.00), with Federal reimbursement being Four Hundred Ninety-four Thousand and 00/100 Dollars (\$494,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective jurisdictional shares of the non-Federally reimbursable local agency shares of cost of PROJECT; and

WHEREAS, CITY proposes to finance its jurisdictional share of cost of PROJECT by assigning a portion of its available Federal Transportation Surface Program (STP) funds to COUNTY in lieu of cash, currently estimated to be One Hundred Thirty-four Thousand and 00/100 Dollars (\$134,000.00); and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of STP funds between public agencies; and

WHEREAS, COUNTY is willing to accept CITY'S assignment of STP funds in lieu of cash.

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 government entity mentioned in this AGREEMENT.
- b. The "COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, required materials, detour, final signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and the cost of all other work necessary to construct PROJECT in accordance with the approved plans.
- c. The cost of "PRELIMINARY ENGINEERING," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- d. The cost of "CONSTRUCTION CONTRACT," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.
- e. The "LOCAL SHARE OF COSTS," as referred to in this AGREEMENT, shall consist of COST OF PROJECT less any reimbursement received for PROJECT under the Federal HBRR Program, based upon a final accounting.

(2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of LOCAL SHARE OF COSTS in accordance with paragraph (4) a., below, the actual amount of which is to be determined by a final accounting of COST OF PROJECT.
- b. To assign a portion of CITY'S available STP funds in lieu of cash to finance its share of LOCAL SHARE OF COSTS, currently estimated to be One Hundred Thirty-four Thousand and 00/100 Dollars (\$134,000.00). Such assignment shall be effective upon full execution of this AGREEMENT with no further action required by CITY.

- c. 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.
- d. Upon approval of construction plans for PROJECT, CITY will issue COUNTY a no-fee permit(s) authorizing COUNTY to construct PROJECT within CITY highway right of way, provided, however, that COUNTY complies with all permit conditions. As a condition to permit approval, COUNTY or its contractor(s) must furnish, at no cost to CITY, evidence of insurance coverage in an amount and in a form satisfactory to CITY'S Attorney.
- e. 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 perform the PRELIMINARY ENGINEERING, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT under the Federal HBRR Program.
- b. To finance COUNTY'S jurisdictional share of LOCAL SHARE OF COSTS in accordance with paragraph (4) a., below, the actual amount of which is to be determined by a final accounting of PROJECT costs.
- c. To accept CITY'S assignment of STP funds in lieu of cash.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the CONSTRUCTION CONTRACT, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final payment to construction contractor for PROJECT, a final accounting of the actual total 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 LOCAL SHARE OF COSTS shall allocate said LOCAL SHARE OF COSTS between CITY and COUNTY, with each responsible for the costs pertaining to the improvements and/or work done within its respective JURISDICTION. Thus, the LOCAL SHARE OF COSTS 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 shall only constitute LOCAL SHARE OF COSTS within CITY'S JURISDICTION. The LOCAL SHARE OF COSTS 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 shall only constitute LOCAL SHARE OF COSTS within COUNTY'S JURISDICTION.
- b. That CITY'S total actual assignment of STP funds shall be an amount equal to its share of LOCAL SHARE OF COSTS, as set forth in paragraph (2) a., above, based on the final accounting.
- c. If at final accounting, CITY'S jurisdictional share of LOCAL SHARE OF COSTS exceeds CITY'S assignment, as set forth in paragraph (2) b., CITY shall pay to COUNTY the additional amount upon demand or assign additional CITY STP funds to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said assignment, COUNTY shall credit the difference to CITY'S available STP funds within thirty (30) calendar days of the date COUNTY furnishes CITY with the final accounting.
- d. That 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, within thirty (30) 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.
- e. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY Department of Public Works within thirty (30) 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 thirty (30) calendar days of receipt of CITY'S written report. CITY shall pay remaining disputed charges to COUNTY within thirty (30) calendar days after receiving written justification.

- f. 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.
- g. 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 act as an advisor to the COUNTY'S inspector. The orders of the COUNTY'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- h. 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.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Victor Rollinger  
Interim Development Services  
General Manager/City Engineer  
City of Carson  
P.O. Box 6234  
Carson, CA 90745

COUNTY:

Mr. Donald L. Wolfe  
Acting Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent 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. Notwithstanding the

foregoing, CITY shall not be obligated to indemnify or hold COUNTY harmless in connection with the COUNTY'S own negligence or willful misconduct.

k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or 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 negligent 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. Notwithstanding the foregoing, COUNTY shall not be obligated to indemnify or hold CITY harmless in connection with the CITY'S own negligence or willful misconduct.

l. 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 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 said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

m. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32372, between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF CARSON on \_\_\_\_\_, 2005, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2005.

COUNTY OF LOS ANGELES

ATTEST:

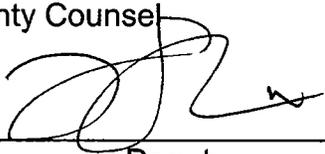
By \_\_\_\_\_  
Chair, Board of Supervisors

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

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

APPROVED AS TO FORM:

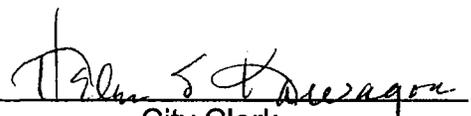
RAYMOND G. FORTNER, JR.  
County Counsel

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

CITY OF CARSON

By  \_\_\_\_\_  
Mayor

ATTEST:

By  \_\_\_\_\_  
City Clerk 5-17-05

By  \_\_\_\_\_  
City Attorney