



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

November 17, 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:

**ASSIGNMENT OF CITY OF MANHATTAN BEACH FEDERAL SURFACE
TRANSPORTATION PROGRAM FUNDS TO THE COUNTY OF LOS ANGELES
CITY OF MANHATTAN BEACH-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the cooperative Agreement with the City of Manhattan Beach providing for the City to assign \$154,000 of its available Federal Surface Transportation Program funds to the County with the County to utilize the assignment as credit toward the City's financial share of a future project to improve Highland Avenue from 45th Street to 15th Street which will be planned, designed, and administered by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board's approval of the enclosed Agreement is necessary to effect the assignment of the City of Manhattan Beach's Federal Surface Transportation Program funds to the County. The City of Manhattan Beach has requested that the County accept an assignment of its available Federal Surface Transportation Program funds as credit toward the City's financial share of a future project to improve Highland Avenue from 45th Street to 15th Street which is entirely within the City. This project will be planned, designed, and administered by the County.

The Los Angeles County Metropolitan Transportation Authority has established procedures that permit the transfer of Federal Surface Transportation Program funds between public agencies. The approval of the enclosed Agreement is required under these procedures. This assignment of funds is mutually beneficial to and in the general interest of the City and the County.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence as it provides the City of Manhattan Beach with County assistance in the improvement of City streets for the benefit of the motoring public.

FISCAL IMPACT/FINANCING

Your Board's approval of the enclosed Agreement will result in no direct fiscal impact on the County. The County will credit the City's assignment of Federal Surface Transportation Program funds toward the City's financial share of a future project to improve Highland Avenue from 45th Street to 15th Street.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement provides for the City of Manhattan Beach to assign \$154,000 of the City's available Federal Surface Transportation Program funds to the County as a credit toward the City's financial share of a future project to improve Highland Avenue from 45th Street to 15th Street. Such assignment shall be effective upon full execution of this Agreement and require no further action by the City. A separate Agreement with the City applying the Federal Surface Transportation Program assignment credit toward the City's financial share of the aforementioned future street improvement project will be processed at a later date.

The Agreement has been approved by the City of Manhattan Beach and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Adoption of the enclosed Agreement is exempt from the California Environmental Quality Act because it will not affect the environment since the Agreement only provides a potential future funding source for a project that has not been approved. The appropriate environmental document will be prepared for the proposed Highland Avenue project prior to a determination to proceed with construction of the project.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The City's Federal Surface Transportation Program assignment credit is intended to be utilized on a future project to improve Highland Avenue from 45th Street to 15th Street.

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 by your Board, please return the copy marked CITY ORIGINAL to Public Works for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T A N D A S S I G N M E N T

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

W I T N E S S E T H

WHEREAS, CITY has One Hundred Fifty-four Thousand and 00/100 Dollars (\$154,000.00) in Federal Surface Transportation Program funds that are scheduled to lapse on September 30, 2005, unless they are obligated to a qualifying project or otherwise assigned to another agency; and

WHEREAS, CITY desires to assign One Hundred Fifty-four Thousand and 00/100 Dollars (\$154,000.00) of CITY'S available Federal Surface Transportation Program funds to COUNTY; and

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

WHEREAS, COUNTY is willing to accept the assignment of the CITY'S Federal Surface Transportation Program funds and to utilize the assignment as credit toward CITY'S financial share of the project to improve Highland Avenue from 45th Street to 15th Street, which is to be designed and administered by COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

To assign One Hundred Fifty-four Thousand and 00/100 Dollars (\$154,000.00) of CITY'S available Federal Surface Transportation Program funds to COUNTY as credit toward CITY'S financial share of the project to improve Highland Avenue from 45th Street to 15th Street, which is to be designed and administered by COUNTY. Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.

(2) COUNTY AGREES:

- a. To accept CITY'S assignment of Federal Surface Transportation Program funds.

- b. To utilize CITY'S Federal Surface Transportation Program assignment as credit toward CITY'S financial share of the project to improve Highland Avenue from 45th Street to 15th Street, which is to be designed and administered by COUNTY.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Said future CITY-COUNTY cooperative project, as set forth herein, shall be mutually acceptable to both CITY and COUNTY and shall be in the general interest of CITY and COUNTY.
- b. 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.
- c. The credit accorded CITY hereunder shall be for the sum actually received by COUNTY and shall not accrue interest.
- d. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Neil Miller
Director of Public Works
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266-4795

COUNTY:

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

- e. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32068 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT AND ASSIGNMENT.

- f. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, 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 act 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. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

- g. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission 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.

- h. 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 act or omission 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.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized, by the CITY OF MANHATTAN BEACH on _____, 2005, and by the COUNTY OF LOS ANGELES on _____, 2005.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

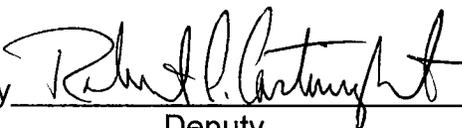
ATTEST:

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

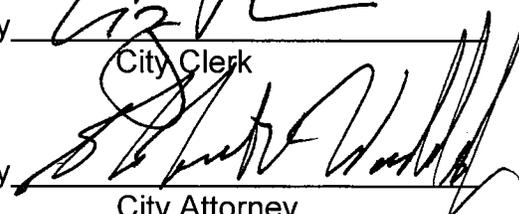
By 
Deputy

CITY OF MANHATTAN BEACH

By 
City Manager

ATTEST:

By 
City Clerk

By 
City Attorney