



GAIL FARBER, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

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

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

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


January 12, 2016

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

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

18 January 12, 2016

  
PATRICK O'QUINN  
ACTING EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR  
FIRESTONE BOULEVARD OVER RIO HONDO CHANNEL  
BRIDGE MODIFICATION PROJECT  
CITY OF SOUTH GATE - COUNTY OF LOS ANGELES  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

This action is to approve a cooperative agreement between the City of South Gate and the County of Los Angeles to provide financing and delegation of responsibilities for the design and construction of modifications to the Firestone Boulevard over Rio Hondo Channel Bridge in the City of South Gate.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find this project categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board of Supervisors to sign the cooperative agreement between the City of South Gate and the County of Los Angeles to provide financing and delegation of responsibilities for modifications to the Firestone Boulevard over Rio Hondo Channel Bridge to secure the area beneath the bridge. The agreement provides for the County of Los Angeles to perform the preliminary engineering and construct the bridge modifications with the City to finance the entire project cost. The total project cost is currently estimated to be \$240,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is for the Board to approve the enclosed cooperative agreement with the City of South Gate to provide financing and delegation of responsibilities for the design and construction of modifications to the Firestone Boulevard over Rio Hondo Channel Bridge.

The bridge is entirely within the City of South Gate. Over the past several years, there has been an ongoing history of trespassers taking shelter beneath the bridge. In some instances, large holes have been dug out adjacent to the bridge foundations posing structural concerns. Frequent removals of the encampments have been costly to the City and have been ineffective in deterring their return. The recurrence has become an issue of public health and safety for the City, who proposes to construct concrete curtain walls to secure the area beneath the west end of the bridge.

As an agent for Caltrans, the Department of Public Works performs a biennial inspection of this bridge. Construction of the curtain walls will provide added safety for County staff during these inspections.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By performing the modifications to the bridge, the quality of life of the residents of the City and nearby unincorporated County communities will be improved.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$240,000.

The project is entirely within the City. The County-City cooperative agreement provides for the County to perform the preliminary engineering and administer the construction of the project, with the City to finance the entire project cost.

Financing for this project is included in the First Supervisorial District's Transportation Improvement Program in the Road Fund Fiscal Year 2015-16 Budget.

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

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

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code.

The cooperative agreement provides for the County to perform the design and construction of the modifications to the bridge. The City will finance the total project cost by depositing City funds. The City's actual cost will be based upon a final accounting after completion of the project.

**ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA Guidelines and Class 1(m) and 1(x), Subsection 11 of the Environmental Reporting Procedures and Guidelines previously adopted by the Board. These exemptions provide for security fencing and gates and alterations and maintenance of existing bridge structures. The City is the lead agency for this project. The project was found to be exempt from CEQA by the City and a Notice of Exemption was prepared and filed with the County Clerk on October 21, 2015.

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

There is no adverse impact on current County services. At the conclusion of the project, the City will continue to maintain and operate the bridge at the City's expense.

**CONCLUSION**

Please return one adopted copy of this letter and three original copies of the cooperative agreement to the Department of Public Works, Design Division.

Respectfully submitted,



GAIL FARBER

Director

GF:RGD:dc

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel  
Executive Office

**AGREEMENT**

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

**WITNESSETH**

**WHEREAS**, Firestone Boulevard is on the Highway Element of CITY's General Plan and COUNTY's Highway Plan; and

**WHEREAS**, CITY and COUNTY propose to install curtain walls beneath the west end of the Firestone Boulevard Bridge over Rio Hondo (which work is hereinafter referred to as PROJECT); and

**WHEREAS**, PROJECT is within the geographical boundaries of CITY; and

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

**WHEREAS**, COUNTY is willing to perform both the PRELIMINARY ENGINEERING and CONSTRUCTION of PROJECT; and

**WHEREAS**, both the PRELIMINARY ENGINEERING and CONSTRUCTION of PROJECT will be done using COUNTY work forces; and

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

**WHEREAS**, CITY is willing to finance the entire COST OF PROJECT, which is currently estimated to be Two Hundred and Forty Thousand and 00/100 Dollars (\$240,000.00) by depositing Two Hundred and Forty Thousand and 00/100 Dollars (\$240,000.00) in cash; and

**WHEREAS**, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

- 1) DEFINITIONS:

78470

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to construction of PROJECT.
- c. CONSTRUCTION as referred to in this AGREEMENT shall consist of all labor, equipment, material, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- d. COST OF PROJECT as referred to in this AGREEMENT shall consist of costs of PRELIMINARY ENGINEERING and CONSTRUCTION, 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.
- e. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of electronic notification to CITY'S Director of Public Works/City Engineer that the CITY may commence the operation and maintenance of the County-constructed, City-owned improvements.

2) CITY AGREES:

- a. To finance the entire COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT, prior to the start of construction, and upon demand by COUNTY, sufficient CITY funds to finance COST OF PROJECT (hereinafter referred to as CITY'S PAYMENT), currently estimated to be Two Hundred and Forty Thousand and 00/100 Dollars (\$240,000.00). Said demand will consist of two billing invoices prepared by COUNTY and delivered to CITY. The first

invoice will be for Forty Thousand and 00/100 Dollars (\$40,000.00) for the currently estimated cost of PRELIMINARY ENGINEERING. The second invoice will be for Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for the remaining balance of the currently estimated COST OF PROJECT and will be delivered to CITY upon approval of the construction plans.

- c. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
  - d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
  - e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
  - f. 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.
  - g. Upon completion of PROJECT to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT.
- 3) COUNTY AGREES:
- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
  - b. To obtain CITY'S approval of plans for PROJECT.

- c. To perform PRELIMINARY ENGINEERING, CONSTRUCTION, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
  - d. To furnish CITY within one hundred eighty (180) calendar days after final completion of PROJECT, a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. The final accounting of the actual total COST OF PROJECT shall include an itemization of unit costs, and actual quantities and costs.
  - b. If CITY'S PAYMENT as set forth in paragraph (2) b above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, COUNTY may delay PROJECT pending the receipt of CITY'S PAYMENT.
  - c. That if at final accounting COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraphs (2) b above, CITY shall pay to COUNTY the additional amount upon demand to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the COST OF PROJECT is less than the sum of CITY'S PAYMENT, COUNTY shall remit a refund to CITY within thirty (30) days of the date COUNTY furnishes CITY with the final accounting.
  - d. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
  - e. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
  - f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by

CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Michael Flad  
City Manager  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280-3059

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this 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.

- I. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- m. 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 Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- n. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement No. 32083 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SOUTH GATE on OCTOBER 13, 2015, and by the COUNTY OF LOS ANGELES on January 12, 2016.

COUNTY OF LOS ANGELES

By Hilda F. Solis  
Chair, Board of Supervisors

ATTEST:

PATRICK OGAWA  
Acting Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



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

By Carla Little  
Deputy

PATRICK OGAWA  
Acting Executive Officer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By Carla Little  
Deputy

MARY C. WICKHAM  
County Counsel

By Mary Wickham  
Deputy

CITY OF SOUTH GATE

By Jorge Morales  
Jorge Morales, Mayor

78470

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 18 JAN 12 2016

Patrick Ogawa  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

ATTEST:

By Carmen Avalos  
Carmen Avalos, City Clerk

APPROVED AS TO FORM:

By Raul F. Salinas  
Raul F. Salinas, City Attorney