



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100

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

October 3, 2002

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:

**FIRESTONE BOULEVARD FROM RYERSON AVENUE TO
STEWART AND GRAY ROAD
CITY OF DOWNEY-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Negative Declaration prepared and adopted by the City of Downey City Council on September 24, 2002, for the improvements of Firestone Boulevard from Ryerson Avenue to Stewart and Gray Road, find that the Negative Declaration adequately describes the Firestone Boulevard project for the purposes of the California Environmental Quality Act and find that these actions reflect the independent judgment of the County.
2. Approve and instruct the Chairman of the Board to sign the enclosed cooperative agreement with the City of Downey for the project, which provides for the City to perform the preliminary engineering and administer the construction of the project, with the County to reimburse the City for actual expenditures not to exceed \$1,230,000 toward the cost of the project by utilizing the Los Angeles County Metropolitan Transportation Authority's grant funds and other County funds. The cost of the project is estimated to be \$1,230,000, with the Los Angeles County Metropolitan Transportation Authority grant funds being \$1,070,000 and the County matching funds being \$160,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and the City of Downey propose to widen the roadway pavement on the north side of Firestone Boulevard near Old River School Road and on the north side of the intersection of Firestone Boulevard and Stonewood Center, which is entirely within the City. The work also includes the reconstruction of a raised median on the west approach at the intersection of Firestone Boulevard and Stonewood Center; relocation of railroad crossing standards and gates at the intersection of Firestone Boulevard and Old River School Road; and modification of traffic signals at the intersections of Firestone Boulevard with Stonewood Center, Woodruff Avenue, Rives Avenue, La Reina Street, Dolan Avenue, and Stewart and Gray Road, as described in Attachment "A" of the enclosed Agreement. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1680 and 1684 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a four-fifths vote of its members, determine that the improvement or alteration of any street within a city is of general county interest and that county-aid shall be extended therefore. This proposal is also authorized and provided for by the provisions of Title 1, Division 7, Chapter 5, Article 1, of the Government Code.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the subject roadway, residents of the City and the unincorporated area who travel on this street will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The cost of the project is estimated to be \$1,230,000 with Metropolitan Transportation Authority grant funds being \$1,070,000 and the County matching funds being \$160,000. This project is included in the Fiscal Year 2002-03 Proposition C Local Return Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement, which has been approved as to form by County Counsel, provides for the City to perform the preliminary engineering and administer the construction of the project with the County to reimburse the City for actual expenditures not to exceed \$1,230,000 toward the cost of the project by utilizing the Los Angeles County Metropolitan Transportation Authority grant funds and other County funds.

ENVIRONMENTAL DOCUMENTATION

The proposed project is located entirely within the City of Downey and consists of widening the roadway pavement on the north side of Firestone Boulevard near Old River School Road and on the north side at the intersection of Firestone Boulevard and Stonewood Center. The enclosed Mitigated Negative Declaration was prepared by the City pursuant to the California Environmental Quality Act. The City approved the Mitigated Negative Declaration on September 25, 2002. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this cooperative agreement.

The City has concluded, and we concur, that the proposed roadway construction improvements are within the scope of the aforementioned Mitigated Negative Declaration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Firestone Boulevard is on the County's Highway Plan and the proposed improvements are needed and of general County interest.

The Honorable Board of Supervisors
October 3, 2002
Page 4

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 two copies marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

ESC:yr
C020548
A:\Firestone Bl.wpd

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 DOWNEY, 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, Firestone Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY proposes to widen the roadway pavement on the north side of Firestone Boulevard near Old River School Road and on the north side at the intersection of Firestone Boulevard and Stonewood Center, including the reconstruction of a raised median on the west approach at the intersection of Firestone Boulevard and Stonewood Center; relocation of railroad crossing standards and gates at the intersection of Firestone Boulevard and Old River School Road; and modification of traffic signals at the intersections of Firestone Boulevard with Stonewood Center, Woodruff Avenue, Rives Avenue, La Reina Street, Dolan Avenue, and Stewart and Gray Road, as described in Attachment "A" of this AGREEMENT, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, the roadway widening and modification of the traffic signals along Firestone Boulevard are consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding No. 495-246-3-92-95 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA), a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY; and

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

WHEREAS, CITY is willing to perform the preliminary engineering and contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, and traffic detour for PROJECT; and

WHEREAS, the "COST OF PROJECT" includes the costs of preliminary engineering construction contract, contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, and traffic detour for PROJECT, as more fully set forth herein; and

WHEREAS, COUNTY has secured, until June 30, 2003, grant funds from the MTA up to a maximum of One Million Seventy Thousand and 00/100 Dollars (\$1,070,000.00) and will provide matching funds up to a maximum of One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00) to finance the COST OF PROJECT; and

WHEREAS, COUNTY is willing to utilize the MTA grant funds and COUNTY matching funds to reimburse CITY for actual expenditures not to exceed One Million Two Hundred Thirty Thousand and 00/100 Dollars (\$1,230,000.00) toward the COST OF PROJECT; and

WHEREAS, CITY is willing to finance the remaining COST OF PROJECT in excess of COUNTY'S maximum contribution of One Million Two Hundred Thirty Thousand and 00/100 Dollars (\$1,230,000.00); and

WHEREAS, the total COST OF PROJECT is currently estimated to be One Million Two Hundred Thirty Thousand and 00/100 Dollars (\$1,230,000.00) with MTA grant funds of One Million Seventy Thousand and 00/100 Dollars (\$1,070,000.00) and COUNTY matching funds of One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1680-1684 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:

(3) CITY AGREES:

- a. To perform the preliminary engineering, contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, and traffic detour for PROJECT.

- b. To finance the remaining COST OF PROJECT that is in excess of COUNTY'S maximum contribution of One Million Two Hundred Thirty Thousand and 00/100 Dollars (\$1,230,000.00) .
- c. To prepare the necessary environmental document and make the required environmental finding.
- d. To advertise PROJECT for construction bids, to inform COUNTY of the content of the bids received, to award the construction contract after approval by COUNTY, and to administer the construction contract.
- e. To furnish COUNTY with information on all contract change orders for PROJECT and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) c., below.
- f. To administer the design and construction of PROJECT in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. 495-246-3-92-95 between COUNTY and MTA. CITY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by the COUNTY and MTA, or any of their duly authorized representatives, and shall be retained by the CITY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT and not later than sixty (60) calendar days prior to the funding lapsing date as specified in paragraph (3) h., below, a final accounting of the actual total PROJECT costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (1) a., above.

- i. To submit invoices, as they occur until completion of PROJECT, to COUNTY for the actual expenditures incurred by CITY for reimbursement of COST OF PROJECT, subject to paragraph (3) h., below.
- j. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction including maintaining timing of traffic signals on Firestone Boulevard that supports optimum synchronization of traffic signals on Firestone Boulevard.

(2) COUNTY AGREES:

- (1) To secure and obtain MTA grant funds to be used to finance COST OF PROJECT.
- b. To reimburse CITY, upon demand by CITY, for actual expenditures not to exceed One Million Two Hundred Thirty Thousand and 00/100 Dollars (\$1,230,000.00) toward the COST OF PROJECT by utilizing MTA grant funds and COUNTY matching funds, subject to paragraph (3) h., below. Said demand will consist of billing invoices prepared by CITY. The actual COST OF PROJECT is to be determined by a final accounting of PROJECT costs.
- c. To review construction bids, the proposed award amount for PROJECT, and any change orders for PROJECT and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with PROJECT or change orders.
- d. To authorize CITY to represent 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.

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

- a. COUNTY'S contribution shall only pay for those eligible items of work included in the MTA'S Bus Speed Improvements Program guidelines.
- b. The "COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction engineering and inspection, utility relocation, traffic detour, final signing and striping, equipment and system testing, and all other work and materials necessary to construct PROJECT in accordance with the approved plans 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.
- c. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of the "construction contract," as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor for PROJECT.
- e. If COST OF PROJECT, based upon the final accounting, is less than COUNTY'S payments, as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY.
- f. 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. COUNTY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY inspector shall be responsible for the proper inspection of PROJECT, as needed.
- g. COUNTY shall not be liable for any costs for PROJECT that do not conform to the regulations and requirements of MTA, as referred to in paragraph (1) f., above.

- h. The MTA grant funds to be used to finance a portion of COST OF PROJECT are subject to lapse on June 30, 2006. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from the MTA pursuant to Memorandum of Understanding No. 495-246-3-92-95 between COUNTY and the MTA. CITY shall complete PROJECT and final accounting of PROJECT and submit final invoice prior to April 30, 2006. Failure to complete PROJECT before April 30, 2006, shall relieve COUNTY of any financial obligation to CITY under this AGREEMENT.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

 - CITY: Mr. Desi Alvarez
Director of Public Works
City of Downey
P.O. Box 7016
Downey, CA 90241-7016
 - COUNTY: Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
- k. 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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF DOWNEY on _____, 2001, and by the COUNTY OF LOS ANGELES on _____, 2001.

COUNTY OF LOS ANGELES

ATTEST:

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

By _____
Mayor, Board of Supervisors

By _____
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
DEPUTY

CITY OF DOWNEY

By _____
MAYOR

APPROVED AS TO FORM:

ATTEST:

By _____
CITY CLERK

By _____
CITY ATTORNEY

ATTACHMENT "A"

LOCATION	WORK DESCRIPTION	ESTIMATE D COST (\$000)
Firestone Boulevard at Stonewood Center	Modify the existing median on the west approach to provide dual eastbound left-turn lanes. Widen the north side on the east approach in order to provide lane alignments with the west approach, and maintain the existing lane configurations of one westbound right-turn lane, three westbound through lanes, and one westbound left-turn lane. Install traffic signs and markings as needed for the roadway improvements.	300
	Upgrade the traffic signal to accommodate the roadway improvements. Signal upgrade includes removing existing Type 1 standard on the raised median, new poles and mast arms at the northwest and southeast corners for eastbound and westbound through and left-turn traffic, and other appurtenant work.	
Firestone Boulevard -- between west of Ryerson Avenue and east of Wiley Burke Avenue	Provide a third lane in the westbound direction, where a third lane does not already exist. Widen near Old River School Road (easterly to Wiley Burke Ave., as needed) to accommodate the proposed third westbound lane. Relocate the railroad crossing gates as necessary. Obtain the necessary approvals and agreements with the California Public Utilities Commission and Union Pacific Railroad for relocation and modification of the railroad crossing standards and gates at Old River School Road.	650
TRAFFIC SIGNAL IMPROVEMENTS:		280
Firestone Boulevard at Woodruff Avenue (North)	Replace secondary vehicle heads to 3-12" (RA, YA, GA) on the southeast quadrant for the west approach left turn. Install two mast arm vehicle heads on the northeast corner for the west approach left-turn and through traffic. Install left-turn phasing on the east approach.	
Firestone Boulevard at Woodruff Avenue (South)	Install new cabinet and controller, Type 170 or equivalent. Remove existing Type 1 standard on the median island. Upgrade signal standards at the northwest quadrant and southeast corner for eastbound and westbound through and left-turn traffic. Install secondary vehicle heads, 3-12" (RA, YA, GA), at the northeast quadrant and southwest corner for the east and west approaches. Install left-turn phasing on the west approach.	
Firestone Boulevard at Rives Avenue	Replace existing (2-8", 1-12") secondary vehicle heads at the northeast and southwest corners for the east and west approaches. Replace signal standards at the northeast and southwest corners for the north and south approaches.	
Firestone Boulevard at La Reina Street	Replace existing (2-8", 1-12") secondary vehicle heads at the northeast corner for the west approach.	
Firestone Boulevard at Dolan Avenue	Replace secondary vehicle heads (2-8", 1-12") at the northeast and southwest corners for the east and west approaches.	
Firestone Boulevard at Stewart & Gray Road	Replace existing (2-8", 1-12") vehicle heads at the east approach median and southeast corner, replace existing (1-8", 2-12") vehicle heads at the south approach median, and replace signal lenses on three vehicle heads at the east approach median and west approach median.	
TOTAL PROJECT COST:		1,230

5/30/01

A:\Firestone Bl.wpd