

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 INTERAGENCY COOPERATIVE AGREEMENT FOR FUNDING

2 **33734**

3 THIS INTERAGENCY COOPERATIVE AGREEMENT FOR FUNDING made
4 and entered, as of November 18, 2014, (hereinafter "**Agreement**") by and between the
5 LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California public nonprofit
6 corporation ("**Long Beach Transit**"), with offices located at 1963 East Anaheim Street,
7 Long Beach, California 90813, and the CITY OF LONG BEACH, a California municipal
8 corporation ("**City**"), provides for contribution by City to the Long Beach Transit budget,
9 assisting Long Beach Transit in the Alamitos Bay Berth 3 Dock and Gangway Replacement
10 Project (the "**Project**"). Long Beach Transit and City hereinafter may also be referred to
11 individual as "**Party**" and collectively as "**Parties.**"

12 **RECITALS**

13 **WHEREAS**, Long Beach Transit furnishes transportation services to City;

14 **WHEREAS**, Long Beach Transit submitted a proposal to the City for the
15 Project for which Long Beach Transit seeks funding from the City's Tidelands Fund to
16 assist in the Project;

17 **WHEREAS**, it is advantageous to City to make contributions to the Long
18 Beach Transit budget, enabling Long Beach Transit to undertake the Project; and

19 **WHEREAS**, City desires to provide such funds for the Project under the
20 terms and conditions set forth in this Agreement, and Long Beach Transit wishes to use
21 the funds for the Project;

22 **NOW THEREFORE**, in consideration of the mutual terms and conditions in
23 this Agreement, the parties agree as follows:

24 1. City shall pay to Long Beach Transit the lump sum of Five Hundred
25 Eighty-Three Thousand Nine Hundred Fifty Dollars (\$583,950) to fund the Project as
26 depicted in Exhibit "A" attached hereto, and Long Beach Transit shall submit a copy of
27 each certified paid invoice to City within 30-days of payment. City shall pay an additional
28 amount of up to One Hundred Three Thousand Fifty Dollars (\$103,050), for a total not to

1 exceed amount of Six Hundred Eighty Seven Thousand Dollars (\$687,000), if needed for
2 completion of the project and justified by providing copies of fully executed change order
3 requests.

4 2. Long Beach Transit shall have direction and control of the Project and
5 the management and control of Long Beach Transit shall remain exclusively with Long
6 Beach Transit.

7 3. Long Beach Transit and its officers, employees, agents and
8 contractors shall obtain and maintain all approvals, permits and licenses (collectively the
9 "Permits") necessary for Long Beach Transit's performance hereunder. City shall assist
10 Long Beach Transit in obtaining such Permits.

11 4. Any contractor performing any construction, alteration, demolition,
12 installation or repair work funded pursuant to this Agreement shall be licensed by the State
13 Contractor's License Board in conformance with the provisions of the California Business
14 and Professions Code.

15 5. Long Beach Transit agrees that all public work (as defined in California
16 Labor Code Section 1720) performed pursuant to this Agreement (the "work") shall comply
17 with the requirements of California Labor Code section 1770 et seq. In all bid
18 specifications, contracts and subcontracts for the work, Long Beach Transit (or its general
19 contractor, in the case of subcontracts) shall obtain the general prevailing rate of per diem
20 wages and the general prevailing rate for holiday and overtime work in this locality for each
21 craft, classification or type of worker needed to perform the work, and shall include such
22 rates in the bid specifications, contract or subcontract. Such bid specifications, contract or
23 subcontract must contain the following provision:

24 It shall be mandatory for the contractor to pay not less than the said
25 prevailing rate of wages to all workers employed by the contractor in the
26 execution of this contract. The contractor expressly agrees to comply with
27 the penalty provisions of California Labor Code Section 1775 and the payroll
28 record keeping requirements of California Labor Code section 1771.

1 6. Long Beach Transit shall indemnify and hold City harmless from and
2 against any and all claims, demands, causes of action, obligations, damages, liabilities,
3 costs and expenses, including reasonable attorneys' fees, that may be asserted against or
4 incurred by City with respect to or in any way arising from Long Beach Transit's compliance
5 with or failure to comply with applicable prevailing wage laws, including all applicable
6 federal and state labor standards including, without limitation, the requirements of Labor
7 Code section 1720.

8 7. The term of this Agreement shall commence at midnight on November
9 18, 2014 and shall terminate at midnight on November 18, 2016.

10 8. Either party shall have the right to terminate this Agreement at any
11 time, with or without cause, by giving thirty (30) days prior notice of termination to the other
12 party. Any funds received pursuant to this Agreement, including interest thereon, which
13 have not been obligated as of the effective date of termination shall be immediately
14 returned to City.

15 9. The Parties shall keep or cause to be kept accurate and complete
16 records, books of account, and other similar records pertaining to the funds Long Beach
17 Transit receives pursuant to this Agreement. These books and records shall be kept in
18 accordance with generally accepted accounting principles. The Parties shall have access
19 to these books and records at all reasonable times for the purpose of inspecting and
20 copying them. The Parties shall provide all other reports, documents and information
21 requested or required by the requesting Party within three (3) days after receiving a written
22 request, unless the written request extends the time.

23 10. The Parties shall pay their individual costs and expenses for legal,
24 auditing, engineering, consulting, environmental documentation, or any other services or
25 costs relating to the use or expenditure of any funds received pursuant to this Agreement,
26 or to enforcement or interpretation of this Agreement.

27 11. Long Beach Transit shall indemnify and hold harmless the City, its
28 Boards, Commissions, and their officials, employees and agents from and against any and

1 all liability, claims, demands, damage, causes of action, proceedings, penalties, fines, loss,
2 costs, and expenses (including attorney's fees, court costs, and expert and witness fees)
3 (collectively "Claims" or individually "Claim"), to the extent such Claims arise out of, pertain
4 to, or are incident to the alleged acts, errors or omissions, or willful misconduct of Long
5 Beach Transit, its officers, employees, agents, sub-consultants, or anyone under Long
6 Beach Transit's control, in connection with the use of the funds or in the exercise of any
7 other right or privilege by Long Beach Transit pursuant to this Agreement. Claims include
8 allegations and include by way of example but are not limited to: Claims for property
9 damage, personal injury or death arising in whole or in part from any negligent act or
10 omission of Long Beach Transit, its officers, employees, agents, sub-consultants, or
11 anyone under Long Beach Transit's control; Long Beach Transit's breach of this
12 Agreement; misrepresentation; willful misconduct; and Claims by any employee of Long
13 Beach Transit relating in any way to worker's compensation. Independent of the duty to
14 indemnify and as a free-standing duty on the part of Long Beach Transit, Long Beach
15 Transit shall defend City and shall continue such defense until the Claim is resolved,
16 whether by settlement, judgment or otherwise. Long Beach Transit shall notify the City of
17 any Claim within ten (10) days. Likewise, City shall notify Long Beach Transit of any Claim,
18 shall tender the defense of the Claim to Long Beach Transit, and shall assist Long Beach
19 Transit, as may be reasonably requested, in the defense.

20 12. In its performance of this Agreement, Long Beach Transit is not acting
21 and shall not act as an employee, agent or joint venturer with City and City is not acting
22 and shall not act as an employee, agent or joint venture with Long Beach Transit. Long
23 Beach Transit acknowledges and agrees that City will not withhold taxes of any kind from
24 funds transferred under this Agreement, will not obtain workers' compensation or pay
25 unemployment insurance to, for or on behalf of Long Beach Transit, and will not provide
26 any of the usual and customary rights, benefits, or privileges of City employees to Long
27 Beach Transit. City acknowledges and agrees that Long Beach Transit will not obtain
28 workers' compensation or pay unemployment to, for or on behalf of City, and will not

1 provide any of the usual and customary rights, benefits, or privileges of Long Beach Transit
2 employees to City. Long Beach Transit shall not represent itself to be an agent of City and
3 shall instruct its officers, employees and agents that they shall not represent themselves
4 to be officers, employees or agents of City. City shall not represent itself to be an agent of
5 Long Beach Transit and shall instruct its officers, employees and agents that they shall not
6 represent themselves to be officers, employees or agents of Long Beach Transit. Neither
7 Party shall have any authority to bind the other Party for any purpose at any time.

8 13. Neither Party shall delegate its duties or assign or transfer its rights
9 under this Agreement, or any interest in this Agreement, or any portion of this Agreement
10 without the prior written consent of City's City Manager and Long Beach Transit's Deputy
11 CEO. Any attempted assignment, transfer, or delegation shall be void and any assignee,
12 transferee, or delegate shall acquire no interest or right by reason of such attempted
13 assignment or delegation. Any such attempted assignment or delegation shall be void.

14 14. Any notice given under this Agreement by either party shall be in
15 writing and personally delivered or deposited in the U.S. Postal Service, first class, postage
16 prepaid, addressed to Long Beach Transit at 1963 East Anaheim Street, Long Beach,
17 California 90813 Attention: Deputy CEO, and to City at 333 West Ocean Boulevard, Long
18 Beach, California 90802 Attention: City Manager. Notice of change of address shall be
19 given in the same manner as stated for other notices. Notice shall be deemed given on the
20 date deposited in the mail or on the date personal delivery is made, whichever occurs first.

21 15. This Agreement constitutes the entire understanding between the
22 Parties pertaining to the subject matter in the Agreement and supersedes all prior
23 negotiations, understandings, and agreements, oral or written, with respect to that subject
24 matter.

25 16. It is understood and agreed that provision of transportation services to
26 the City by Long Beach Transit is not dependent upon this Agreement.

27 17. In connection with performance of this Agreement and subject to
28 applicable rules and regulations, neither Party shall discriminate against any employee or

1 applicant for employment because of race, religion, national origin, color, age, sex, sexual
2 orientation, gender identity, AIDS, HIV status, handicap or disability. Each Party shall
3 ensure that applicants are employed, and that employees are treated during their
4 employment, without regard to these bases. These actions shall include, but not be limited
5 to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment
6 advertising; layoff or termination; rates of pay or other forms of compensation; and
7 selection for training, including apprenticeship.

8 18. This Agreement shall be governed by and construed pursuant to the
9 laws of the State of California.

10 19. This Agreement shall not be amended, nor any provision or breach
11 waived, except by a writing authorized and signed by the Parties which expressly refers to
12 this Agreement.

13 20. The acceptance of any service or the payment of any money by either
14 Party shall not operate as a waiver of any provision of this Agreement or of any right to
15 damages or indemnity stated in this Agreement. The waiver of any breach of this
16 Agreement shall not constitute a waiver of any other or subsequent breach of this
17 Agreement.

18 21. Termination or expiration of this Agreement shall not terminate the
19 rights or liabilities of either party which rights or liabilities accrued or existed during the term
20 of the Agreement and prior to its termination or expiration.

21 22. If any term, provision or condition of this Agreement is found to be
22 invalid, ineffective, void, or unenforceable for any reason by a court of competent
23 jurisdiction, then the remaining terms, provisions and conditions shall remain in full force
24 and effect.


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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California Corporation

CITY OF LONG BEACH, a municipal corporation

By: 
Debra A. Johnson
Deputy CEO


By: 
Patrick H. West
City Manager **Assistant City Manager**

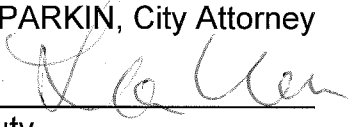
Date: 01-29-15

Date: 2/2/15

APPROVED AS TO FORM

APPROVED AS TO FORM

By: 
Vincent C. Ewing
General Counsel

CHARLES PARKIN, City Attorney
By: 
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

ALAMITOS BAY BERTH 3 DOCK AND GANGWAY REPLACEMENT

5-13-024

LONG BEACH, CA

VICINITY MAP



LOCATION MAP



PROJECT DIRECTORY

OWNER: LONG BEACH TRANSIT
 P.O. BOX 271
 1563 E. AMARIN STREET
 LONG BEACH, CA 90801
 (562) 804-9802 - VOICE
 (562) 804-9803 - FAX
 ATTN: STEPHEN H. WATT, P.E.

ENGINEER:
 TIM HINLEY, P.E.
 DESIGN GROUP
 250 WEST GARDEN AVENUE, SUITE 200
 SAN PEBRO, CA 90731
 (310) 546-3132 - VOICE
 (310) 546-1924 - FAX

CONTRACTOR:
 TBA

SCOPE OF PROJECT

CONCEPTUAL PLANS FOR THE REPLACEMENT OF NEW TRANSIT DOCK SYSTEM AND INSTALLATION OF NEW ADA GANGWAY SYSTEM FOR THE PROPOSED ALAMITOS BAY BERTH 3 AQUA LINK WATER TANK FACILITIES.

PROJECT ADDRESS

APPROX. SITE ADDRESS: 148 North Neave Drive
 Long Beach, CA 90803

SHEET LIST

- T-1 TITLE SHEET
- L-1 EXISTING SITE LAYOUT AND DEMOLITION PLAN
- L-2 EXISTING SITE PHOTOS
- L-3 PROPOSED BERTH 3 CONCEPTUAL LAYOUT
- L-4 PROPOSED BERTH 3 CONCEPTUAL SECTIONS I
- L-5 PROPOSED BERTH 3 CONCEPTUAL SECTIONS II

RECEIVED
 South Coast Region
 JAN 29 2013
 CALIFORNIA
 COASTAL COMMISSION



California Coastal Commission
 South Coast District Office
APPROVED
 Permit No. **5-13-024**

By: *[Signature]*
 EFFECTIVE DATE: *[Date]*

GENERAL NOTES

- THIS DOCK STRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT CITY PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF WATERFRONT STRUCTURES IN THE LONG BEACH MARINA AREA (NO. R-4559/REVISED 10/94).

PROJECT
 ALAMITOS BAY
 BERTH 3
 DOCK REPLACEMENT

CLIENT
 LONG BEACH
 TRANSIT

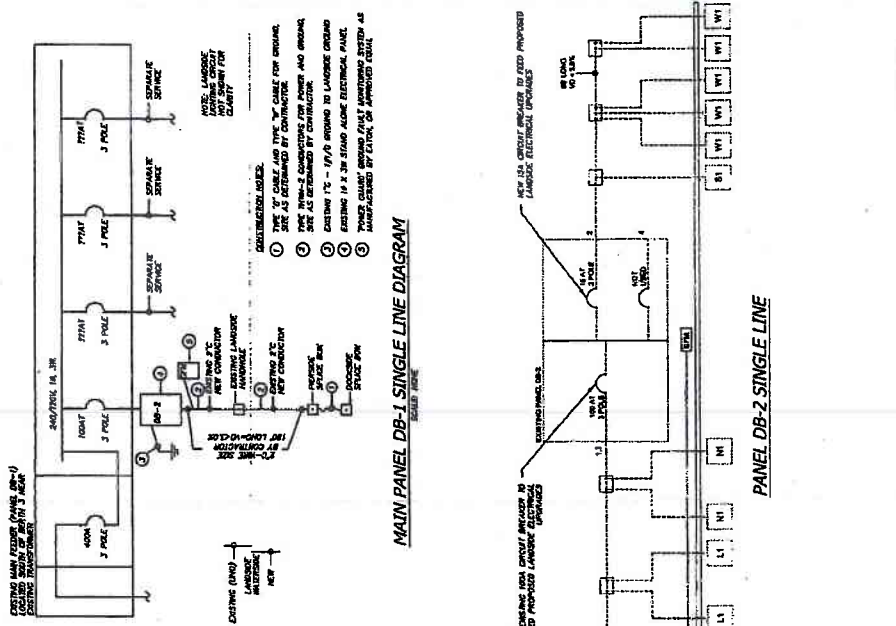


2008 Via Colorado Avenue, Suite 200
 Long Beach, CA 90803
 Phone: (562) 598-3333
 Fax: (562) 598-3333

TITLE SHEET

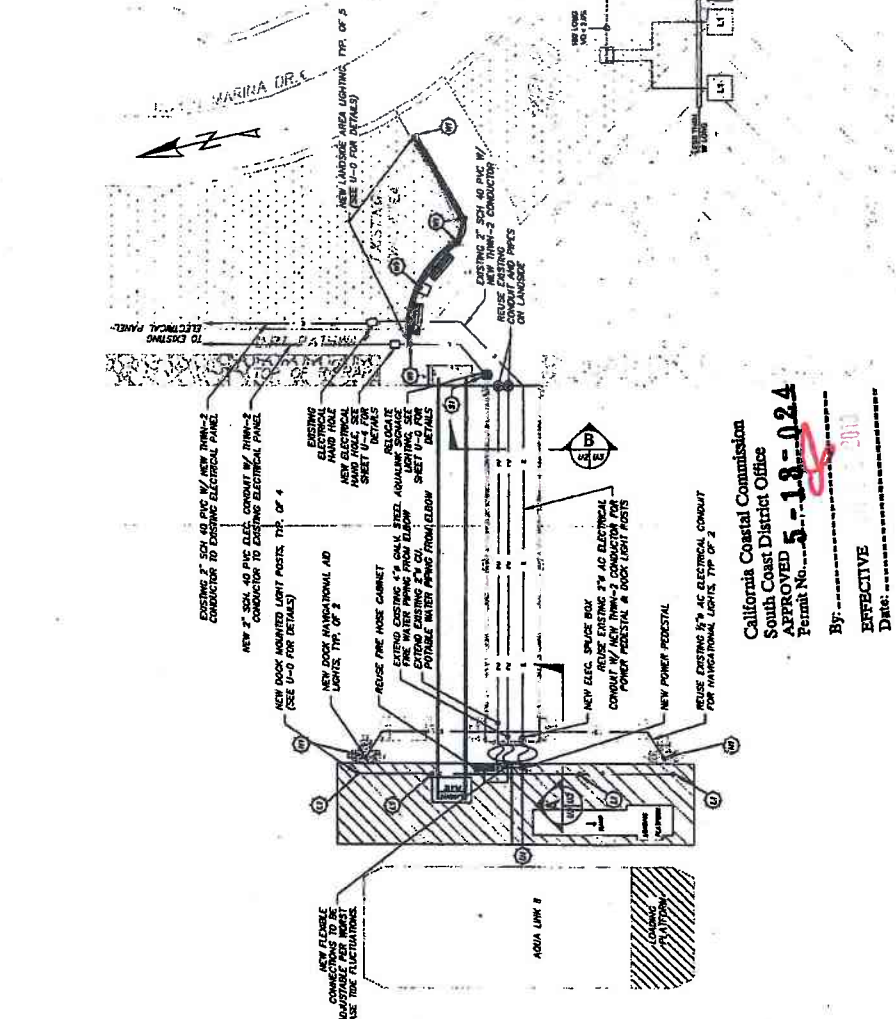
AS NOTED
 12-20-02
 2008
 T-1
 1 of 6

CONCEPT ONLY NOT FOR CONSTRUCTION



MAIN PANEL DB-1 SINGLE LINE DIAGRAM

PANEL DB-2 SINGLE LINE



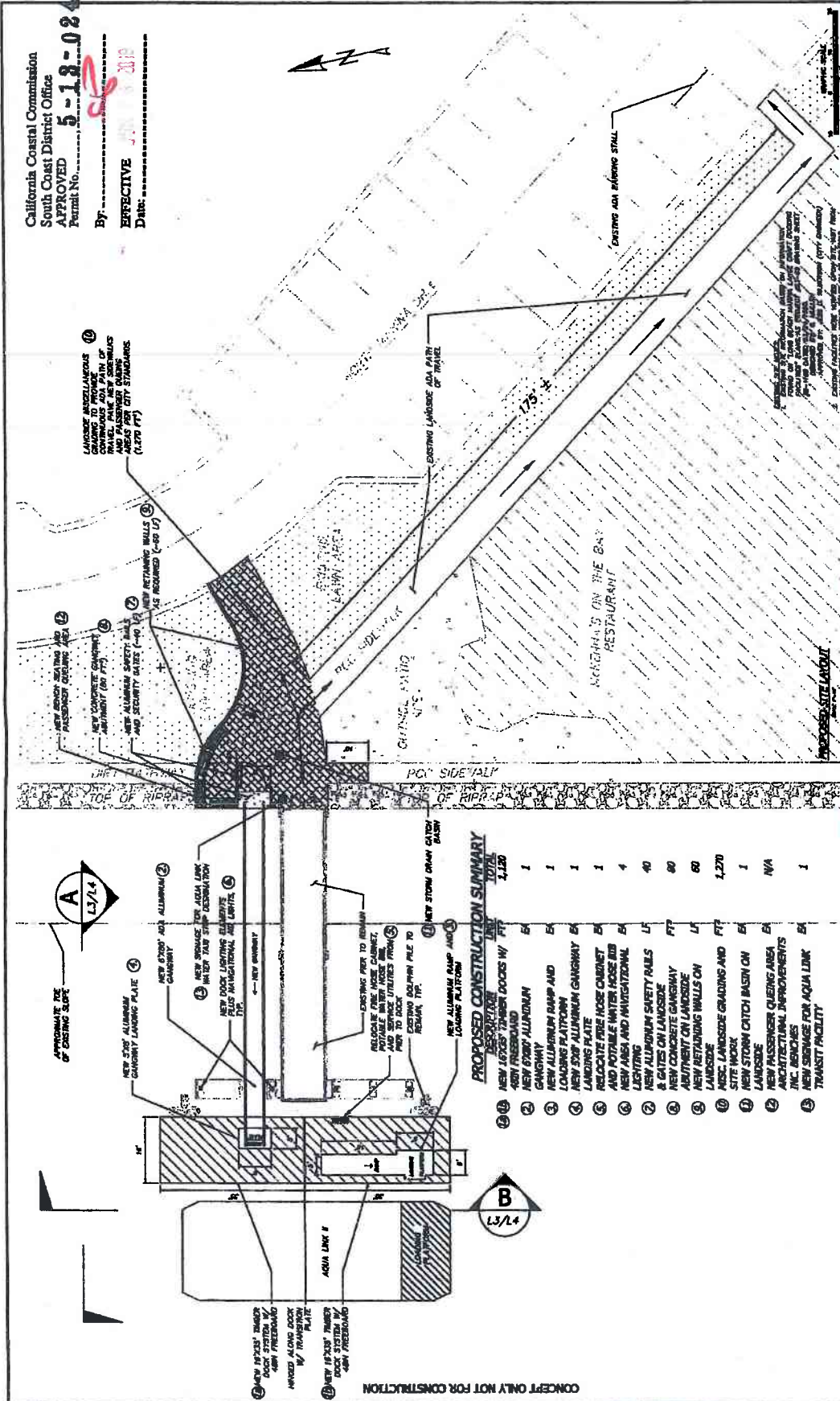
PROPOSED UTILITY LAYOUT

California Coastal Commission
 South Coast District Office
 APPROVED
 Permit No. 5-18-024

By: [Signature]
 EFFECTIVE [Date]
 Date: [Date]

PROJECT	ALAMITOS BAY BERTH 3 DOCK REPLACEMENT
CLIENT	LONG BEACH TRANSIT
DATE	04-16-13
AS NOTED	2013
BY	U-2
NO. OF SHEETS	3 OF 6
SCALE	AS SHOWN
DESIGNED BY	[Name]
CHECKED BY	[Name]
APPROVED BY	[Name]
DATE	04-16-13
PROJECT NO.	1304
DRAWING NO.	13
1304 No. 1304-1304, Suite 300 San Pedro, CA 90721 Tel: 310-544-3133 Fax: 310-544-3134	
PROJECT NO. 1304-1304, Suite 300 San Pedro, CA 90721 Tel: 310-544-3133 Fax: 310-544-3134	

California Coastal Commission
 South Coast District Office
 APPROVED
 Permit No. **5-18-02**
 By: *[Signature]*
 EFFECTIVE DATE: *[Date]*



PROPOSED CONSTRUCTION SUMMARY

DESCRIPTION	LINE	TOTAL
1. NEW 18'x30' TRAMP DOCK SYSTEM W/ 4\"/>	EA	1
2. NEW 6\"/>	EA	1
3. NEW ALUMINUM RAMP AND GANGWAY	EA	1
4. NEW ALUMINUM RAMP AND GANGWAY	EA	1
5. NEW 6\"/>	EA	1
6. NEW 6\"/>	EA	4
7. NEW ALUMINUM SAFETY RAILS & GATES ON LANDSIDE	LF	40
8. NEW CONCRETE GANGWAY ABUTMENT ON LANDSIDE	FT	60
9. NEW RETAINING WALLS ON LANDSIDE	LF	60
10. MISC. LANDSIDE GRADING AND SITE WORK	FT	1,270
11. NEW STORM CATCH BASIN ON LANDSIDE	EA	1
12. NEW PASSENGER QUEUING AREA W/ STRUCTURE IMPROVEMENTS	EA	N/A
13. NEW SERVICING FOR AQUA LINK TRANSIT FACILITY	EA	1

PROJECT
ALAMITOS BAY BERTH 3 DOCK REPLACEMENT

LONG BEACH TRANSIT

PROPOSED BERTH 3 CONCEPTUAL LAYOUT

DATE: 12-10-01
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1/8" = 1'-0"

DATE: 12-10-01
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1/8" = 1'-0"

DATE	12-10-01
DRAWN BY	[Name]
CHECKED BY	[Name]
SCALE	1/8" = 1'-0"

DATE	12-10-01
DRAWN BY	[Name]
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DRAWN BY	[Name]
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DATE	12-10-01
DRAWN BY	[Name]
CHECKED BY	[Name]
SCALE	1/8" = 1'-0"

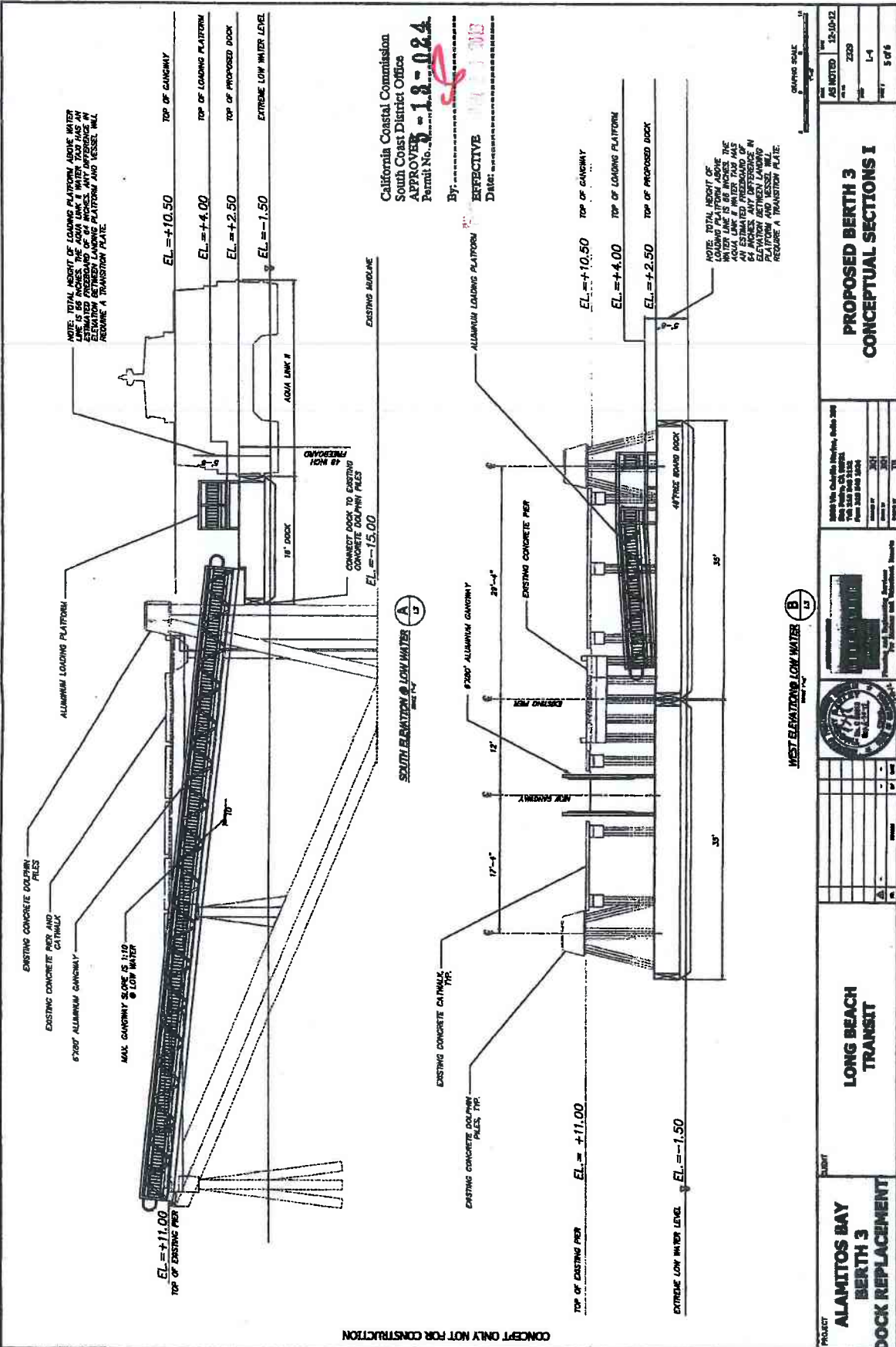
DATE	12-10-01
DRAWN BY	[Name]
CHECKED BY	[Name]
SCALE	1/8" = 1'-0"

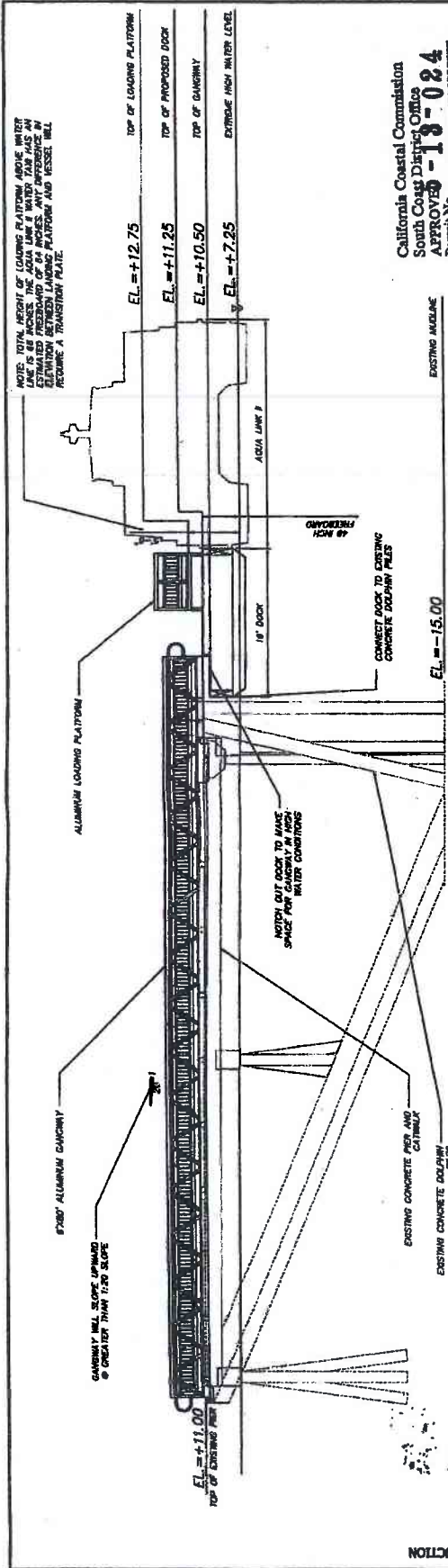
DATE	12-10-01
DRAWN BY	[Name]
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SCALE	1/8" = 1'-0"

DATE	12-10-01
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DATE	12-10-01
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SCALE	1/8" = 1'-0"

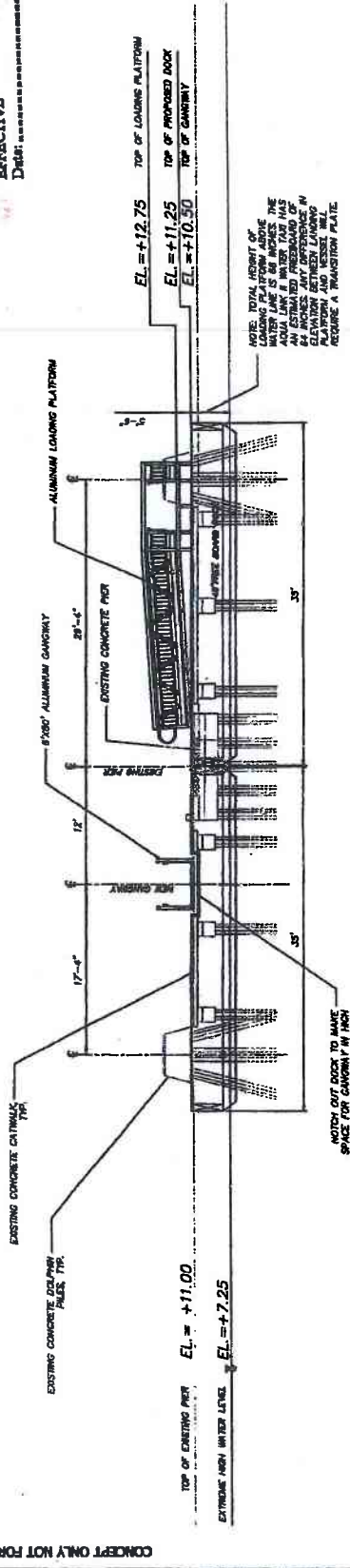




SOUTH ELEVATION @ HIGH WATER

CONCEPT ONLY NOT FOR CONSTRUCTION

California Coastal Commission
 South Coast District Office
APPROVED - 13-024
 Permit No. 13-024
 By: [Signature]
 EFFECTIVE
 Date: 12-10-13



WEST ELEVATION @ HIGH WATER

PROJECT	ALAMITOS BAY BERTH 3 DOCK REPLACEMENT
DATE	12-10-13
AS NOTED	YES
SCALE	1" = 4'-0"
DATE	12-10-13
BY	1-5
CHECKED	0-6-6

PROPOSED BERTH 3 CONCEPTUAL SECTIONS II

2000 10th California Street, Suite 200
 San Francisco, CA 94104
 Phone 415 774 2000
 Fax 415 774 2001

LONG BEACH TRANSIT

