

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CARSON AND
CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING ALAMEDA
STREET**

This **MEMORANDUM OF UNDERSTANDING** (“**Agreement**”) is executed this ____ day of _____, 2022, (“**Effective Date**”) by and between the **CITY OF CARSON** (“**City**”), and the **STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION** (“**State**”). City and State may be referred to, individually or collectively, as “**Party**” or “**Parties**.”

RECITALS

- A.** In 1982, legislation was passed that would exclude the portion of the designated route of State Route 47 within the City from the state highway system, unless the Los Angeles County Transportation Commission approved a financial plan no later than December 31, 1984. (Chapter 914 of California Statutes, 1982, Streets & Highways Code § 347.1). Within the City of Carson, the portion of the route designated as State Route 47 is known as Alameda Street.
- B.** It appears that no financial plan required to avoid the exclusion of the Alameda Street with the City from the state highway system was approved by the Los Angeles County Transportation Commission before December 31, 1984.
- C.** In 1988, Streets & Highways Code § 347.1 was amended, definitively eliminating Alameda Street within the City of Carson from the state highway system (Chapter 106 of California Statutes, 1988), although State Route 47 signs have remained in place along the street and the state highway designation appears on roadmaps.
- D.** Alameda Street carries substantial heavy truck traffic from the ports of Los Angeles and Long Beach to destinations elsewhere in the state and around the United States, which has a deleterious effect on the condition of the roadway.
- E.** The City is responsible for maintenance and repair of Alameda Street within the City of Carson, but the City has requested Caltrans provide assistance with the maintenance of Alameda Street within the City of Carson. The City does not have the financial wherewithal to undertake highway improvements to the roadway that would enable it to qualify for inclusion in the state highway system.
- F.** As a result of the ongoing COVID-19 pandemic, supply chain issues have arisen that require improvement of transportation systems to facilitate the transport of goods from the ports of Los Angeles and Long Beach to their ultimate destinations. Alameda Street within the City of Carson is a part of that transportation system and requires improvement to meet the objective of improving the supply chain.
- G.** The State will work with Caltrans Headquarters to request funding for this maintenance project. The maintenance project is subject to available State Highway Account funding.
- H.** The City and State have commenced the planning required to facilitate the Route Adoption Process for Alameda Street within the City into the state highway system.

- I. Alameda Street in the City of Carson does not fit the statutory definition of a “State Highway”. The Route was not “acquired, laid out, constructed, improved or maintained as a State highway as set forth in Streets and Highways Section 24.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part hereof.

2. Maintenance of Alameda Street.

2.1 State shall repair, via a one-time maintenance project (“PROJECT”), for the pavement portion of Alameda Street from the edge of pavement in either direction at State’s sole cost and expense. The PROJECT’s scope of work will consist of Replace Asphalt Concrete Surfacing and Repair of Localized Potholes commonly called “digouts” on the pavement portions of Alameda Street within the City limits. The PROJECT shall be completed pursuant to applicable State’s current Standards Plans and Standard Specifications. The PROJECT is subject to available funding to be requested by the State.

2.2 State shall prepare all plans, specifications and estimate (“PS&E”) for the PROJECT. Such PS&E shall be prepared in compliance with applicable State’s current Standard Plans and Standard Specifications and are subject to the City’s written approval ,within 30 days after City’s receipt thereof. State shall not carry out the PROJECT until State has received City’s written approval of such PS&E.

2.3 Other than the PROJECT as described herein, the City shall remain responsible for maintenance and repair of the right of way for that portion of Alameda Street in the City, including maintenance and repair of the sidewalk areas on that portion of Alameda Street in the City. Upon completion of the PROJECT as determined by State’s and City’s acceptance of the work, provided that the City’s acceptance thereof shall not be unreasonably withheld, the City shall resume responsibility for maintenance and repair of that portion of Alameda Street within the City limits repaired pursuant to the PROJECT.

2.4 State shall not be responsible for maintenance of Alameda Street prior to commencement of PROJECT construction.

3. Term. This Agreement shall become effective on the First Working Day of the Construction Contract and shall remain in full force and effect and shall expire upon the date of the final acceptance of Alameda Street (including, but not limited to, all sidewalk areas) into the State Highway System by the California Transportation Commission or upon Construction Contract Acceptance of the work for the PROJECT by State and City in writing, whichever occurs first.

4. Indemnification.

4.1 Neither City nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by State, in connection with any work performed by the State or its contractor(s) arising under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4 and other applicable law, State shall fully defend, indemnify and save harmless City and its officers, agents, and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability arising out of or in connection with anything done or omitted to be done by State in connection with any work performed by the State or its contractor(s) under this Agreement.

4.2 Neither State nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by City in connection with any work performed by the City or its contractor(s) arising under this Agreement as well as any claims for damage or liability related to the design of Alameda Street by the City, maintenance responsibilities for Alameda Street of the City, and matters under the authority or jurisdiction of the City. It is understood and agreed that, pursuant to Government Code section 895.4 and other applicable law, City shall fully defend, indemnify and save harmless State and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, taxpayer lawsuits, tortious, contractual, inverse condemnation or other theories or assertions of liability arising out of or in connection with anything done or omitted to be done by City in connection with any work performed by the City or its contractor(s) under this Agreement as well as any claims for damage or liability related to the design of Alameda Street by the City, and ownership, maintenance and control of Alameda Street by the City, and matters under the authority or jurisdiction of the City. For the purposes of this Section 4.2, “taxpayer lawsuits” shall mean a lawsuit that is filed against the State that challenges the State’s authority to carry out the PROJECT work and/or attempts to nullify this Agreement in any regard.

5. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement. This cooperation shall include, but not be limited to, cooperation between the Parties with respect to their respective activities under Sections 2, 3 and 4.

6. Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

7. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

8. Time is of the Essence. Time is of the essence with respect to this Agreement.

9. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

10. Entire Agreement; Amendment. This Agreement contains the entire agreement between the City and State and supersedes any prior oral or written statements or agreements between the City with respect to the subject matter of this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the State and by the City.

11. Attorneys' Fees. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

12. California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and State covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

13. No Third Party Beneficiaries. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a Party to the Agreement by imposing any standard of care with respect to the operation and maintenance of State highways and local facilities different from the standard of care imposed by law.

14. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by State shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside their respective signature line below.

Executed on: _____, 2022

CITY OF CARSON

ATTEST:

Dr. Khaleah K. Bradshaw
City Clerk

Lula Davis-Holmes
Mayor

Executed on: _____, 2022

**STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION**

ATTEST:

Godson K. Okereke , Deputy District Director,
Maintenance District 7

Exhibit A