



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

November 24, 2004

IN REPLY PLEASE
REFER TO FILE: **OS-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:

**TRAFFIC SIGNAL MAINTENANCE AGREEMENT
CITY OF PALMDALE
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the enclosed Agreement with the City of Palmdale providing for the City to perform maintenance services for the County's traffic signal, flashing beacon, and bridge soffit lighting facilities in the vicinity of the City of Palmdale, effective 30 days after your Board's approval of the Agreement, at an estimated annual cost of \$70,000 to be financed from Public Works' Road Fund Budget.
2. Authorize the Interim Director of Public Works, or designee, to add or delete installations in Exhibit A of the Agreement upon mutual consent of the County and the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County has full or partial ownership of 29 traffic signal, flashing beacon, and bridge soffit light installations in the vicinity of the City of Palmdale. The City currently maintains the installations located wholly within its jurisdiction and, under an existing County-City maintenance agreement, also maintains those jurisdictionally shared with the County. We still perform maintenance of the County's wholly-owned installations from our Central Yard located in the Los Angeles basin.

We and the City concur that City forces can provide more responsive and cost-effective maintenance of the County's wholly-owned installations in the vicinity of Palmdale. In order for the City to provide these services to the County, a revised and updated Traffic Signal Maintenance Agreement is necessary.

The enclosed Agreement provides for the City to perform routine and extraordinary maintenance of the installations shown in Exhibit A of the Agreement at a level of service equal to that which the City performs for its own installations. We have analyzed the City's cost structure for the services to be provided and found it similar to our costs. The County will reimburse the City for the cost of providing the services to County installations.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Service Excellence and Fiscal Responsibility. This Agreement will provide more responsive, cost-effective maintenance services for street and highway users in the vicinity of the City of Palmdale.

FISCAL IMPACT/FINANCING

The estimated annual cost to the County for the services provided under this Agreement is \$70,000. Sufficient funds are included in the Fiscal Year 2004-05 Road Fund Budget to finance the cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been approved by the City and approved as to form by County Counsel. The Agreement will take effect 30 days after your Board's approval, and shall continue until terminated by either the County or the City by giving 30 days written notification.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will have no negative impact on Public Works' services.

The Honorable Board of Supervisors
November 24, 2004
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CONCLUSION

Enclosed are four copies of the Agreement, which have been approved by the City. Upon your Board's approval, please return to us the City's original and three fully executed Agreements bearing the agreement number, together with two approved copies of the letter. In addition, please forward a copy of the Agreement along with one approved copy of this letter to the Auditor-Controller's office. The County file copy is for your files.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

YR:dw

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Enc.

cc: Auditor-Controller
Chief Administrative Office
County Counsel

AGREEMENT BETWEEN
THE CITY OF PALMDALE, CA
AND
THE COUNTY OF LOS ANGELES, CA
FOR TRAFFIC SIGNAL SYSTEM MAINTENANCE

The CITY OF PALMDALE, a municipal corporation, hereinafter referred to as "CITY", and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY", do enter into the following Agreement:

WHEREAS, COUNTY and CITY desire to provide for the maintenance of traffic signals, internally illuminated street name signs, highway safety lights, soffit lights, bridge lights, and flasher installations, which are partially or wholly under the jurisdiction of one or both of the parties hereto, to arrange for the particular maintenance functions to be performed pursuant to Section 1710 of the Streets and Highways Code, and to specify the cost of such maintenance; and

WHEREAS, COUNTY and CITY have qualified personnel and contractors available to perform the above-mentioned maintenance of traffic signals, internally illuminated street name signs, highway safety lights, soffit lights, bridge lights, and flasher installations; and

WHEREAS, COUNTY and CITY will mutually benefit from the above-mentioned maintenance by providing convenience and safety to the traveling public; and

WHEREAS, COUNTY and CITY mutually desire to cooperate and to specify herein the conditions and the maintenance to be done;

NOW, THEREFORE, IN CONSIDERATION of the premises, covenants, representations, and agreements set forth herein, the parties mutually agree as follows:

SECTION I

For and in consideration of the covenants and conditions to be kept and performed by CITY as set forth herein, COUNTY agrees:

- (a) That the extent of maintenance work to be performed and the standards may be in accordance with the provisions of Section 27 of the Streets and

AGREEMENT BETWEEN THE CITY OF PALMDALE, CA AND THE COUNTY OF LOS ANGELES, CA FOR TRAFFIC SIGNAL SYSTEM MAINTENANCE

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Highway Code and/or the provision of this Agreement or may be prescribed from time to time by the City of Palmdale, Director of Public Works, or an authorized representative. CITY will perform maintenance at a level of service equal to that which the CITY performs for CITY-owned traffic signals, internally illuminated street name signs, highway safety lights, soffit lights, bridge lights, and flasher installations, except as otherwise identified in this Agreement. Routine maintenance includes patrolling for traffic signal malfunctions and illuminated street name signs, highway safety lights, and other lighting facility outages; inspection, testing, and timing of traffic signal controllers; testing of communication equipment and video detection, and field repairs made during routine inspection. Extraordinary maintenance includes addition or replacement of major traffic signals, illuminated or non-illuminated street name signs, highway safety lights, soffit lights, bridge lights, video detection, communication equipment, and flasher equipment due to obsolescence, wear, or inadequacy; repairs due to damages from any cause, including vandalism, except those field repairs made to equipment internal to the controller cabinet during routine maintenance inspection calls; replacement of inductive loop detectors and detector pads; and relamping and replacement of ballasts for illuminated street name signs and highway safety lights. Excepted are those highway safety lighting installations owned and maintained by the Southern California Edison Company. Extraordinary maintenance does not include reconstruction except as necessitated by collisions, storms, or unusual or unexpected damages. Extraordinary maintenance that exceeds \$2,000 in cost shall be subject to the written approval of the County of Los Angeles, Director of Public Works or his authorized designee when performed by the CITY. All costs shall be assessed directly against the installations involved.

- (b) That maintenance shall not include graffiti abatement or painting of cabinets, poles, or other signal equipment except minor touchup.
- (c) That maintenance shall not include signs, striping, or marking maintenance. CITY may remove any damaged sign that may be an immediate hazard and notify COUNTY of the removal.
- (d) That COUNTY shall directly pay utility and maintenance costs at all locations 100 percent under the jurisdiction of COUNTY, CITY shall directly pay utility and maintenance costs at all locations 100 percent under the jurisdiction of CITY, and that for each shared intersection, utility and maintenance costs shall be paid by the maintaining party and billed to the other in the same proportion that the percentage of approaches or percentages of approaches under each jurisdiction bears to the total number of approaches entering said intersection.

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- (e) Maintenance costs may include assessments for indirect charges at rates that are in effect at the time work is performed such as overhead and administrative fees.
- (f) That the above-mentioned maintenance will be provided at locations as shown on Exhibit "A". An amended Exhibit "A" will be furnished with each addition or deletion to the system.
- (g) That traffic signals, internally illuminated street name signs, highway safety lights, soffit lights, bridge lights, and flasher installations may be added to or deleted from Exhibit "A" under the terms of this Agreement by stipulating in subsequent agreements or by written approval of both the COUNTY's authorized designee and the CITY's authorized designee. The same approval procedure shall be used to revise each agency's share of the cost of maintenance required by changing jurisdictions.
- (h) That COUNTY will pay all billings from CITY pursuant to this Agreement within 45 days of receipt.
- (i) The COUNTY will defend, indemnify, and hold harmless the CITY, its officers, agents, and employees from all claims, suits, or actions of every name, type, or description brought as a result of or arising from the negligent or wrongful act or omission of COUNTY officers, agents, and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the CITY by the provisions of § 895.2 of the Government Code of the State of California. The CITY will defend, indemnify, and hold harmless the COUNTY, its officers, agents, and employees from all claims, suits, or actions of every name, type, or description brought as a result of or arising from the negligent or wrongful act or omission of CITY officers, agents, and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the COUNTY by the provisions of § 895.2 of the Government Code of the State of California.

SECTION II

For and in consideration of the covenants and conditions to be kept and performed by COUNTY as set forth herein, CITY agrees:

- (a) To maintain within the unincorporated territory of the COUNTY and shared jurisdiction with the CITY, COUNTY's traffic control signal systems, internally illuminated street name signs, highway safety lights, soffit lights, bridge lights, and flasher installations at locations shown in Exhibit "A" in accordance with this Agreement.

AGREEMENT BETWEEN THE CITY OF PALMDALE, CA AND THE COUNTY OF LOS ANGELES, CA FOR TRAFFIC SIGNAL SYSTEM MAINTENANCE

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- (b) That at intersections 100 percent under the jurisdiction of COUNTY, CITY will maintain COUNTY-authorized timing and only investigate or adjust signal timing at the request of COUNTY, except when temporary adjustments are necessary due to maintenance, construction, or repair activities.
- (c) CITY will not adjust vehicle change intervals or pedestrian intervals for any intersection approach or crossing wholly or partially under the jurisdiction of COUNTY unless authorized in writing by COUNTY. Vehicle change intervals include yellow and all-red intervals. Pedestrian intervals include WALK and flashing DON'T WALK intervals.

Section III

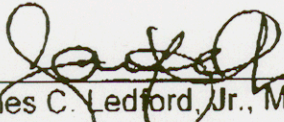
- (a) At its option, either the CITY or COUNTY may terminate this Agreement by giving 30 days written notification. The termination date shall be calculated from the effective date of the notice.
- (b) This Agreement shall take effect 30 days after the date it is executed by the last Party.
- (c) This Agreement shall replace all prior traffic signal maintenance agreements, and amendments to such agreements, between the CITY and COUNTY.

AGREEMENT BETWEEN THE CITY OF PALMDALE, CA AND THE COUNTY OF LOS ANGELES, CA FOR TRAFFIC SIGNAL SYSTEM MAINTENANCE
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IN WITNESS WHEREOF, the City of Palmdale has caused this Agreement to be executed by their duly authorized officers; and the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its Chairman and attested by its Clerk, on the day, month and year noted herein below.

CITY OF PALMDALE

COUNTY OF LOS ANGELES



James C. Ledford, Jr., Mayor

CHAIR, BOARD OF SUPERVISORS

9-17-04

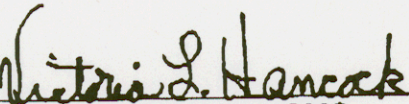
Date

Date

ATTEST:

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer; Clerk of the Board of Supervisors


By: 

Victoria L. Hancock, CMC
City Clerk


By: _____
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR., County Counsel

By: 

Wm. Matthew Ditzhazy
City Attorney

By: 

Deputy

Agreement No. 41818
County-City of Palmdale
Agreement for Maintenance of Traffic Control Devices
EXHIBIT "A"
City Maintained

TS NO.	LOCATION	COUNTY SHARE	CITY SHARE	HSL COUNT	ISNS COUNT	COMMENTS
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