COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

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

May 15, 2007

IN REPLY PLEASE
REFER TO FILE: T-6

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 SYNCHRONIZATION PROGRAM
CITY OF BELL GARDENS-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 1
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Public Works, or his designee, to sign the enclosed Cooperative Agreement between the City of Bell Gardens and the County of Los Angeles that establishes the roles and responsibilities of each party in carrying out traffic signal synchronization projects on the stated arterials.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1988, Public Works has administered the Traffic Signal Synchronization Program (TSSP), which has provided a means to coordinate synchronization between arterials of regional significance. TSSP projects improve traffic signal operation by upgrading each traffic signal to Federal and State standards. We generally install additional vehicle detection to enable each intersection to operate as a fully traffic actuated signalized intersection. In addition, appropriate components are also installed to enable each signal to utilize time-based coordination resulting in the synchronization of a series of signals along an arterial route. These improvements have provided congestion relief and substantially increased mobility through reduced travel times.

The intent of this Agreement is to document the roles and responsibilities of the City and County when entering into TSSP projects and confirm the associated liabilities of each agency. Nothing in this Agreement will alter the current roles and responsibilities of the County and City in operating and maintaining the traffic signals and signal systems within their respective jurisdiction.

Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities for these projects.

Implementation of Strategic Plan Goals

These recommendations are consistent with the County's Strategic Plan Goal of Service Excellence as the implementation of this project will result in reduced traffic congestion and delay, improved mobility, and reduced vehicle emissions, which will improve the overall quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement, which has been approved as to form by County Counsel, provides for the City and the County to adhere to stated responsibilities involved in TSSP projects.

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required because this activity is not a Project as defined by the California Environmental Quality Act. The appropriate environmental documents will be completed when projects under this Agreement are brought to your Board to advertise for construction bids.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services.

CONCLUSION

Upon approval, please return three adopted copies of this letter to Public Works. After final approval by our Director of Public Works, we will provide you with a fully executed original copy marked COUNTY ORIGINAL for your files.

Respectfully submitted,

William H Higley

for DONALD L. WOLFE
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel (Warren Wellen)

AGREEMENT

This AGREEMENT, made and entered into by and between the CITY OF BELL GARDENS, 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, Eastern Avenue from Randolph Street to Garfield Avenue, Gage Avenue from 710 Freeway to Greenwood Avenue, Garfield Avenue from Gage Avenue to Eastern Avenue, and Florence Avenue from 710 Freeway to Scout Avenue, hereinafter referred to as ARTERIALS, are roadways that are or will soon become a part of the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP); and

WHEREAS, CITY and COUNTY are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along each of the ARTERIALS;

WHEREAS, CITY and COUNTY have previously cooperated, in carrying out traffic signal synchronization projects on ARTERIALS; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the TSSP.

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) CITY AGREES:

a. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining the traffic signals within CITY's jurisdiction.

b. To be responsible for maintaining the basic traffic signal timing for the intersections within the jurisdictional boundary of CITY.

c. To maintain the traffic signal coordination timing along ARTERIALS to promote coordinated traffic operations, multi jurisdictional cooperation and improve arterial traffic conditions and to make the COUNTY aware of any changes implemented to the coordination timing that may impact the coordination of the traffic signals along the ARTERIALS.

d. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense all improvements constructed through individual TSSP Projects within CITY'S JURISDICTION, including

the timing of traffic signals on ARTERIALS that supports coordination timing and optimum synchronization of traffic signals on ARTERIALS.

e. To cooperate with COUNTY and provide requested information in a reasonable and timely fashion in connection with COUNTY'S preparation of an annual report for the MTA as referred to in Paragraph (2)c. below.

(2) COUNTY AGREES:

a. Nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within CITY'S jurisdiction.

b. As a part of construction of individual TSSP Projects, to develop and implement the traffic signal coordination timing along the ARTERIALS that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.

c. To file routine reports with the MTA on the efficiency of these Traffic Signal Synchronization Projects by compiling an operational status from individual cities along the ARTERIALS.

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

a. This AGREEMENT does not constitute any financial commitment between the CITY and COUNTY.

b. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.

c. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: City of Bell Gardens
7100 South Garfield Avenue
Bell Gardens, CA 90201

COUNTY: Mr. William Winter
Assistant Deputy Director
Traffic and Lighting Division
County of Los Angeles, Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

d. 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 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 act or omission 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. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

e. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF BELL GARDENS on_____, 2006, and by the COUNTY OF LOS ANGELES on _____, 2006.

ATTEST:

COUNTY OF LOS ANGELES

By_____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

CITY OF BELL GARDENS

By_____
City Manager

ATTEST:

By_____
City Clerk

By_____ Sam
City Attorney

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