



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ADOPTED

IN REPLY PLEASE
REFER TO FILE

September 03, 2019

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

47 September 3, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
APPROVE COOPERATIVE AGREEMENTS WITH THE CITIES OF
CLAREMONT, COMMERCE, AND SAN DIMAS TO CONNECT
CITY SIGNALS TO PUBLIC WORKS' TRAFFIC SIGNAL CONTROL SYSTEM
(SUPERVISORIAL DISTRICTS 1 AND 5)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute cooperative agreements between Los Angeles County and the Cities of Claremont, Commerce, and San Dimas to connect the Cities' traffic signals to Public Works' Traffic Signal Control System; delegate authority to the Director of Public Works or his designee to execute future amendments to the agreement, if necessary, to modify the locations of connected traffic signals.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve and authorize the Director of Public Works to execute the cooperative agreements between Los Angeles County and the Cities of Claremont, Commerce, and San Dimas to define the roles and responsibilities associated with connecting specific traffic signals within the Cities to Public Works' Traffic Signal Control System.

3. Delegate authority to the Director of Public Works to execute future amendments to the agreements to modify the locations of connected traffic signals and other items related to the agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow Public Works to execute cooperative agreements between Los Angeles County and the Cities of Claremont, Commerce, and San Dimas; delegate certain responsibilities to the Director or his designee to execute amendments to the agreements; and find that the actions are not subject to the California Environmental Quality Act.

On March 14, 2006, the Board approved a cooperative agreement with the City of Claremont to install communications and a Traffic Signal Control System. A Traffic Signal Control System allows traffic signals to be monitored and controlled from a remote location, such as a traffic management center, City Hall, or maintenance yard. It provides for continuous monitoring of traffic conditions and traffic signal operations allowing for faster and more efficient maintenance responses.

Similar agreements were executed with the City of Commerce on August 21, 2007, and the City of San Dimas on September 9, 2008, respectively. These agreements stipulated that Public Works would provide the funds for the Cities to work with their chosen vendor to install their systems. After installation, the Cities would be responsible for operating and maintaining the system. Since that time, the systems in these Cities have not been upgraded primarily due to a lack of resources and changes in agency personnel. The Cities have indicated they have insufficient resources to continue to properly operate their systems.

Recently, Public Works approached each City and offered to add the Cities' traffic signals to its system and to provide monitoring reports to the Cities at their cost. All three Cities have agreed to this proposal. These agreements will formalize the responsibilities between each City and Los Angeles County for maintaining and monitoring the Cities' traffic signals and any associated network communications. Specifically, the Cities will remain responsible for the costs of operation and maintenance of their traffic signals, as well as all installed equipment associated with the traffic signal control system. Through an annual City Service Request, Public Works will provide monthly monitoring reports to each City. Through this agreement, Public Works traffic system will connect to 30 intersections within the City of Claremont, 48 intersections within the City of Commerce, and 24 intersections within the City of San Dimas.

The Cities have been participants in the regional effort to coordinate the operation of traffic signals. One of the key elements of this effort is to have the ability to communicate remotely with a traffic signal for monitoring its performance and making any signal timing adjustments.

Public Works is also seeking authorization for the Director of Public Works to execute future amendments to the agreements, if necessary, to enable modifications to the list of connected traffic signals.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective III.2.3, Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency. The recommended actions support a clean, flexible, and integrated Multi-Modal Transportation System that improves mobility and implements technologies that increase efficiency.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This current action is to execute agreements between the Cities of Claremont, Commerce, and San Dimas and the County to delineate the roles and responsibilities associated with connecting specific traffic signals within the Cities to Public Works' Traffic Signal Control System. The Cities will remain responsible for the operation and maintenance of their traffic signals, workstations, and wireless communications associated with the system. Therefore, this requested action by the Board has no financial impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These agreements, which are substantially reflected in the enclosed agreement and have been reviewed and approved as to form by County Counsel, provide for each city to connect specific traffic signals and all other necessary associated equipment within the Cities to Public Works' Traffic Signal Control System.

The intent of the agreement is to document the roles and responsibilities of each city and the County when connecting traffic signals to the County's Traffic Signal Control System and to confirm the associated liabilities of each agency. Nothing in these agreements will alter the current roles and responsibilities of each city in operating and maintaining the traffic signals within each city's jurisdiction.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act because they are activities that are excluded from the definition of a project by Section 21065 of Public Resources Code and Section 15378(b) of the California Environmental Quality Act guidelines. This proposed action to execute cooperative agreements to formalize responsibilities between each city and the County for maintaining and monitoring the city's traffic signals and network communication is an organizational or administrative activity of government, which will not result in direct or indirect physical changes to the environment.

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

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA

Director

MP:EKT:sv

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel (Warren Wellen)
Executive Office

AGREEMENT

This AGREEMENT is made and entered into by and between the CITY OF SAN DIMAS, a municipal corporation in the Los Angeles County (hereinafter referred to as CITY), and the LOS ANGELES COUNTY, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, on October 19, 2004, COUNTY entered into an agreement with Kimley-Horn and Associates, Inc., for procurement of a traffic control system (KITS Agreement); and

WHEREAS, the traffic control system is known as the Kimley-Horn Integrated Transportation System (hereinafter referred to as KITS); and

WHEREAS, CITY has indicated their desire to connect their traffic signals to the COUNTY'S KITS; and

WHEREAS, use of COUNTY'S KITS requires that a communication link be established between COUNTY'S KITS and the CITY'S traffic signals listed in Attachment A (hereinafter referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, a KITS workstation or alternatively remote access to KITS via the KITS Virtual Private Network is required in order for CITY to monitor and control their TRAFFIC SIGNALS from a remote location (hereinafter referred to as ACCESS); and

WHEREAS, basic traffic signal timing involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, coordination traffic signal timing involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets, and time-of-day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY has developed LACO-4E traffic signal controller firmware to enable basic traffic signal timing and coordination traffic signal timing for traffic signals connected to KITS; and

WHEREAS, COUNTY has installed LACO-4E at CITY TRAFFIC SIGNALS listed in Attachment A; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to connecting CITY TRAFFIC SIGNALS to COUNTY'S KITS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To provide ACCESS to CITY for their use to monitor and control CITY TRAFFIC SIGNALS.
- b. To not alter basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS without prior written approval from CITY. In the event that COUNTY alters basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS following prior written approval by CITY, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS, CITY shall notify COUNTY in writing within thirty (30) days after completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing alterations performed by COUNTY. If CITY notifies COUNTY of its objection to the modifications, then COUNTY shall, as soon as reasonably possible, work with CITY to correct such modifications at COUNTY'S sole cost and expense.
- c. Upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement 77298, adopted by the Board of Supervisors on June 2, 2015, (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect) (GSA Agreement), to review, observe, and if necessary, recommend revisions to and modify basic traffic signal timing and coordination traffic signal timing at CITY TRAFFIC SIGNALS. Upon approval from CITY, to download basic and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS from COUNTY'S KITS workstation to improve traffic signal operations. If revisions are required, COUNTY will provide CITY with updated traffic signal timing sheets to enable CITY to maintain a current copy.

(2) CITY AGREES:

- a. To install WIRELESS COMMUNICATION at CITY TRAFFIC SIGNALS, at CITY expense, to establish a communication link between COUNTY'S KITS and the CITY TRAFFIC SIGNALS listed in Attachment A.
- b. If CITY desires COUNTY to install WIRELESS COMMUNICATION at CITY TRAFFIC SIGNALS, at CITY expense, to submit to COUNTY a Service Request pursuant to the GSA Agreement.

- c. To be solely responsible for maintaining the basic traffic signal timing and coordination traffic signal timing for CITY TRAFFIC SIGNALS to promote coordinated traffic operations and multi-jurisdictional cooperation and improve arterial traffic conditions.
- d. To inform the COUNTY of any material changes implemented to the basic traffic signal timing and coordination traffic signal timing that may impact the coordination of CITY TRAFFIC SIGNALS.
- e. If CITY believes COUNTY improperly or negligently revised CITY TRAFFIC SIGNALS pursuant to Section 1(b) hereinabove, CITY shall notify COUNTY in the time and manner specified in Section 1(b).
- f. To inform the COUNTY of new traffic signal installations and any traffic signal modifications, which would materially affect coordination of traffic signal timing.
- g. To accept full and complete ownership of, responsibility for, and to maintain in good condition, at CITY expense, WIRELESS COMMUNICATION (or other communication if denoted on Attachment A) that is installed at CITY TRAFFIC SIGNALS.
- h. If CITY desires COUNTY to maintain WIRELESS COMMUNICATION (or other communication if denoted on Attachment A), to submit to COUNTY a Service Request pursuant to the GSA Agreement.
- i. To accept responsibility for and to maintain in good condition ACCESS at CITY expense.
- j. To issue an annual Service Request for payment to COUNTY for monthly KITS monitoring reports pursuant to this AGREEMENT and pursuant to the GSA Agreement, in order that CITY reimburse COUNTY for the annual costs incurred by COUNTY to monitor CITY TRAFFIC SIGNALS on the COUNTY'S KITS system. As of the date of this AGREEMENT, the annual monitoring cost for the KITS system for CITY is approximately Five Thousand and 00/100 Dollars (\$5,000.00).
- k. If CITY desires COUNTY to observe, recommend revisions to, and modify the traffic signal timing at CITY TRAFFIC SIGNALS, to submit to COUNTY a Service Request pursuant to the GSA Agreement.
- l. To ensure the traffic signal timing sheets located in the cabinet for CITY TRAFFIC SIGNALS at each intersection contain the most recently installed version of the traffic signal timing and accurately reflect all changes made to CITY TRAFFIC SIGNALS.

- m. To allow COUNTY to remotely monitor the operation of CITY TRAFFIC SIGNALS.
- n. If COUNTY is installing WIRELESS COMMUNICATION pursuant to Section 2(b) hereinabove or COUNTY is maintaining WIRELESS COMMUNICATION pursuant to Section 2(h) hereinabove, to use reasonable efforts to obtain and grant to COUNTY any necessary temporary access within CITY for installation and maintenance of WIRELESS COMMUNICATION on CITY-owned property at no cost to COUNTY within forty-five (45) days of written request from COUNTY specifying in reasonable detail the location and reason for the requested access. If CITY is not able to obtain such access, CITY shall notify COUNTY in writing.
- o. To issue COUNTY a no-fee permit(s) authorizing COUNTY to install and maintain WIRELESS COMMUNICATION within CITY highway access for the purpose of allowing COUNTY to remotely monitor the operations of CITY TRAFFIC SIGNALS.

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

- a. The terms and provisions of the GSA Agreement regarding the COUNTY'S and CITY'S roles and responsibilities shall remain in full force and effect. In the event of a conflict between the GSA Agreement and this AGREEMENT, the terms of this AGREEMENT shall control.
- b. Nothing in this AGREEMENT shall be construed to make CITY a party to or have any liability under the KITS Agreement.
- c. Nothing in this AGREEMENT shall be construed as changing the sole right of CITY to control, operate, and maintain CITY TRAFFIC SIGNALS. COUNTY shall have no rights regarding same except as specifically authorized by CITY in writing in accordance with the terms of this AGREEMENT.
- d. CITY shall be solely responsible for detecting and correcting malfunctions of CITY TRAFFIC SIGNALS not caused by COUNTY and COUNTY shall not be required to notify CITY of or correct any traffic signal malfunctions detected by KITS unless same were caused by COUNTY.
- e. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until either party terminates it upon thirty (30) days prior written notice to the other party.
- f. Any additions, deletions, or modifications to this AGREEMENT must be in writing and approved by the governing bodies of CITY and COUNTY, or their designees.

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

CITY:

Mr. Krishna Patel
Director of Public Works
City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773

WITH COPY TO:

City of San Dimas
Attention City Attorney
245 East Bonita Avenue
San Dimas, CA 91773

COUNTY:

Ms. Emiko Thompson
Assistant Deputy Director
Traffic Safety and Mobility Division
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- h. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuits arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- i. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- j. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to: (1) entering into a tolling agreement with respect to any claims they may have against each other, and (2) submitting to mediation regarding any claims they may have against each other, which

to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral selected by a fair process. COUNTY and CITY agree to meet and confer as set forth in the preceding sentence prior to presenting claims or filing cross-complaints for indemnity against each other. COUNTY and CITY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for COUNTY and CITY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.

- k. Neither COUNTY nor any officer, supervisor, agent, or employee of COUNTY will 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. Pursuant to Government Code, Section 895.4, CITY will defend, indemnify, and hold COUNTY harmless with respect to any claim or action brought by a third party for damages arising from an injury (as defined by Government Code, Section 810.8) allegedly arising from 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 a third party brings a claim or action seeking damages for injury (as defined by Government Code, Section 810.8) under Government Code Section 830, et seq., based on an alleged dangerous condition of property owned by or under the control of CITY, CITY will defend, indemnify, and hold COUNTY harmless as to such claim or action unless the alleged dangerous condition was caused by COUNTY.
- l. Neither CITY nor any officer, supervisor, agent, or employee of CITY will 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. Pursuant to Government Code, Section 895.4, COUNTY will defend, indemnify, and hold harmless CITY with respect to any claim or action brought by a third party for damages arising from an injury (as defined by Government Code, Section 810.8) allegedly arising 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.
- m. It is understood and agreed that the provisions of this AGREEMENT shall supersede and control over any inconsistent provisions in the Assumption of Liability Agreement No. 32077 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SAN DIMAS on JUNE 26, 2018, and by the COUNTY OF LOS ANGELES on _____, 2019.

COUNTY OF LOS ANGELES


By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy

CITY OF SAN DIMAS, a municipal corporation

By 
Curtis W. Morris, Mayor

ATTEST:

By 
Ken Duran, City Clerk

APPROVED AS TO FORM:

By 
Mark W. Steres, City Attorney

ATTACHMENT A

CITY OF SAN DIMAS			
CENTRAL SYSTEM LOCATION: 900 SOUTH FREMONT AV, ALHAMBRA, 91803			
NUMBER	ARTERIAL STREET NAME	CROSS STREET NAME	COMMUNICATION TYPE
1	ARROW HWY	RENNELL AV	TWP
2	ARROW HWY	LONE HILL AV	WIRELESS RADIO
3	ARROW HWY	MAIMONE AV	TWP
4	ARROW HWY	SAN DIMAS STATION SHOPPING CENTER (BETWEEN VILLAGE CT AND EUCLA AV)	TWP
5	ARROW HWY	SAN DIMAS PLAZA SHOPPING CENTER (BETWEEN MAIMONE AND LONE HILL AV)	TWP
6	ARROW HWY	VILLAGE CT	TWP
7	ARROW HWY	WALNUT AV	WIRELESS RADIO
8	ARROW HWY	SAN DIMAS AV	WIRELESS RADIO
9	ARROW HWY	CATARACT AV	WIRELESS RADIO
10	ARROW HWY	EUCLA AV	WIRELESS RADIO
11	BONITA AV	EUCLA AV	TWP
12	BONITA AV	IGLESIA ST	WIRELESS RADIO
13	BONITA AV	SAN DIMAS CANYON RD	WIRELESS RADIO
14	BONITA AV	WALNUT AV	WIRELESS RADIO
15	BONITA AV	SAN DIMAS AV	WIRELESS RADIO
16	LONE HILL AV	COSTCO DWY / 5TH ST	WIRELESS RADIO
17	LONE HILL AV	OVERLAND CT	WIRELESS RADIO
18	LONE HILL AV	CIENEGA AV	WIRELESS RADIO
19	LONE HILL AV	COVINA BL	WIRELESS RADIO
20	BADILLO ST	VALLEY CENTER AV	TWP
21	BADILLO ST	CYPRESS AV	TWP
22	COVINA BL	BADILLO ST	WIRELESS RADIO/TWP
23	COVINA BL	SAINTS CT	WIRELESS RADIO
24	COVINA BL	CLIFFSIDE DR	WIRELESS RADIO