



# 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  
www.ladpw.org

DONALD L. WOLFE, Director

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

December 5, 2006

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:

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT  
LOCAL GOVERNMENT MATCH PROGRAM  
ACCEPT GRANT FUNDING  
MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

### IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Accept \$313,000 of grant funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC) of the South Coast Air Quality Management District (AQMD) to help fund the County's portion of the work required to upgrade traffic signal communications; synchronize traffic signals; develop and implement an interface; and establish communications between the City of Santa Clarita Advanced Traffic Management System (ATMS) and the County's Information Exchange Network (IEN) software.
3. Authorize the Director of Public Works, or his designee, to conduct business with AQMD on any and all matters related to this grant, including negotiating and executing a Grant Agreement substantially similar to the enclosed Agreement and signing any Amendments and requests for reimbursement.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to accept grant funding from MSRC to supplement the County's portion of the work for the following tasks, which we anticipate completing by July 2008.

### Traffic Signal Synchronization

Under this component, Public Works will complete a traffic signal timing analysis of the traffic signals in the unincorporated area of the Santa Clarita Valley. The traffic signals at the 22 intersections shown in Attachment A will be retimed to improve the overall progression of traffic. Upon completion of the work, we anticipate a reduction in traffic congestion, thereby alleviating motorist frustration, reducing air pollution, and decreasing vehicle operational costs.

### Traffic Control System Installation

To enable these 22 intersections to remain synchronized, we will install the appropriate communications system to enable the traffic signals in the unincorporated area of Santa Clarita Valley to be monitored and controlled from our Traffic Management Center in Alhambra.

This traffic signal control system provides for continuous monitoring of traffic conditions and traffic signal operations and builds upon the benefits achieved by the traffic signal synchronization projects we currently have underway. The system will provide once-per-second monitoring of traffic signals. Traffic signal monitoring will provide our engineering staff with immediate notification of signal malfunctions, thereby enabling more efficient maintenance responses. The system also enables traffic signal timing to be controlled and coordinated from remote workstations to adjust to actual traffic conditions. The traffic signal control system will also provide two-way communications and control functions between the traffic signal controllers and remote workstations.

### IEN Interface

The IEN is an advanced traffic management system and multijurisdictional network capable of sharing information and control of various traffic control systems and field devices. The IEN, currently being deployed Countywide, will improve regional traffic flow with the exchange of traffic signal data among multiple agencies and will provide a coordinated response to traffic congestion and incidents.

This component of the project will enable the City of Santa Clarita's data from their traffic signals to be shared with the City of Los Angeles and us. Additionally, the City of Santa Clarita will receive data from traffic signals in the unincorporated area and the neighboring City of Los Angeles area.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources. This action also supports the County's Strategic Plan Goal of Service Excellence by improving mobility and safety for residents and motorists through the reduction of traffic congestion, delay, and reduced vehicle emissions.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund. The total project cost is estimated to be \$4,902,000, with Public Works' portion being \$1,142,000. The MSRC will reimburse the County's share of the project cost up to \$313,000. Sufficient funding of \$1,142,000 is included in the Fiscal Year 2006-07 Proposition C Local Return Fund Budget.

The City of Santa Clarita is providing the remaining project funds through a grant from the Metropolitan Transportation Authority and City matching funds. The City's share of \$3,760,000 will be completed and paid for by the City.

The grant funds will be distributed on a reimbursement basis only upon completion of the total project.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The enclosed draft Grant Agreement has been approved as to form by County Counsel. The final Agreement will be approved by County Counsel prior to its execution by the Director of Public Works or his designee.

The Honorable Board of Supervisors  
December 5, 2006  
Page 4

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Since the project involves the modification of existing traffic signal systems and installation of new traffic signal systems, it is categorically exempt pursuant to Class 1(x), Subsections (4) and (5) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301(c) of the California Environmental Quality Act guidelines.

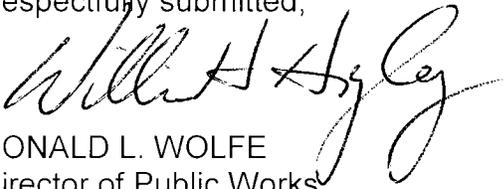
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The upgrade of traffic signal communications, synchronization of traffic signals, and the development and implementation of an interface between the City of Santa Clarita's traffic control system and the County's IEN software enhance mobility and safety for residents and motorists through the reduction of traffic congestion and vehicle emissions.

### **CONCLUSION**

Please return one adopted copy of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

JJW:pc

P:\pub\WPFILES\FILES\TRA\MSRC-GRANTS\2004 MSRC Grant Applications\Santa Clarita ITS\MSRC Santa Clarita Grant Draft Board letter.doc

Enc. 2

cc: Chief Administrative Office  
County Counsel

ATTACHMENT A

County signals to be synchronized with Synchrono		TS NO.	Jurisdiction %	work done by MSRC grant application dated 9/24/04	Additional work needed (identified 4/4/06)
		LA County	Santa Clarita	Santa Clarita	LA County
1	The Old Road	3636	100	x	
2	The Old Road	3139	100	x	
3	The Old Road	2997	100	x	
4	The Old Road	3362	100	x	
5	The Old Road	2524	100	x	
6	The Old Road	3280	100	x	
7	The Old Road	3243	100	x	
8	The Old Road	3279	100	x	
9	The Old Road	2934	100	x	
10	The Old Road	3365	100	x	
11	The Old Road	3364	100	x	
12	The Old Road	3007	100	x	
*13	The Old Road	2935	100	x	
14	Stevenson Ranch Parkway	3008	100	x	
15	Stevenson Ranch Parkway	3630	100	x	
**16	Stevenson Ranch Parkway	3265	100	x	
17	Copper Hill Drive	3059	66.7	33.3	x
18	Copper Hill Drive		100		x
19	Copper Hill Drive		100		x
20	Copper Hill Drive		100		x
21	Copper Hill Drive	3350	100	x	
22	Copper Hill Drive	3483	100	x	
23	Copper Hill Drive	3058	50	50	x
24	Copper Hill Drive	3168	100	x	
25	Pico Canyon Road	3266	100	x	
*	Pico Canyon Road				
**	Pico Canyon Road				
<b>TOTAL COUNTY INTERSECTIONS</b>				<b>22</b>	<b>3</b>

# Los Angeles County Chief Administrative Office

## Grant Management Statement for Grants \$100,000 or More

<b>Department:</b> Public Works		
<b>Grant Project Title and Description</b>		
<b>County of Los Angeles and City of Santa Clarita Traffic Signal Synchronization and Software Integration Project</b> This project will: <ol style="list-style-type: none"> <li>1) Complete a traffic signal timing analysis and implement traffic signal synchronization timing for the traffic signals in the unincorporated area of Santa Clarita.</li> <li>2) Establish communications to enable the traffic signals in the unincorporated area of Santa Clarita to be monitored and controlled from our traffic signal control system located in the Traffic Management Center in Alhambra.</li> <li>3) Develop and implement an interface; and establish communications between the City of Santa Clarita Advanced Traffic Management System (ATMS) and the County's Information Exchange Network (IEN) software.</li> </ol>		
<b>Funding Agency</b>	<b>Program (Fed. Grant #/State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>
AQMD/MSRC	Local Government Match Program	November 2006
<b>Total Amount of Grant Funding: \$313,000</b>		<b>County Match: \$829,000</b>
<b>Grant Period:</b> 18 months from date of execution of grant agreement	<b>Begin Date:</b> Upon Board Acceptance	<b>End Date:</b> Approximately December 2008
<b>Number of Personnel Hired Under This Grant:</b>	<b>Full Time:</b> 0	<b>Part Time:</b> 0
<b>Obligations Imposed on the County When the Grant Expires</b>		
Will all personnel hired for this program be informed this is a grant-funded program?	Yes <input type="checkbox"/>	No <input type="checkbox"/> N/A <input type="checkbox"/>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes <input type="checkbox"/>	No <input type="checkbox"/> N/A <input type="checkbox"/>
Is the County obligated to continue this program after the grant expires?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> X
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <input type="checkbox"/>	No <input type="checkbox"/> N/A <input type="checkbox"/>
b.) Identify other revenue sources (describe below)		
	Yes <input type="checkbox"/>	No <input type="checkbox"/> N/A <input type="checkbox"/>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <input type="checkbox"/>	No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>Impact of additional personnel on existing space:</b>		
N/A		
<b>Other requirements not mentioned above:</b>		

Department Head Signature \_\_\_\_\_

Date: \_\_\_\_\_



21865 Copley Drive  
Diamond Bar  
CA 91765  
909.396.3269  
fax 909.396.3682

July 5, 2006

Mr. Patrick Smith  
County of Los Angeles Department of Public Works  
P. O. Box 1460  
Alhambra, CA 91802-1460

Dear Mr. Smith:

Please find attached two original copies of Contract Number **ML05013** for signatures. When you have obtained the appropriate signatures, please return both copies to me at:

Rachel Valenzuela  
South Coast AQMD/MSRC  
21865 Copley Drive  
Diamond Bar, CA 91765

In addition, please provide documentation designating appropriate signatory authority on behalf of the agency, corporation, partnership, LLC, etc., and attest that said signature is empowered to contract on behalf of contractor in both an operational and financial capacity and to legally bind contractor.

Once the contract has been executed, I will return to you a copy for your files. If you have any questions, please don't hesitate to call me at (909) 396-3101.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel B. Valenzuela".

Rachel B. Valenzuela  
MSRC Contracts Administration  
[rachel@cleantransportationfunding.org](mailto:rachel@cleantransportationfunding.org)

Attachments



## **LOCAL GOVERNMENT MATCH PROGRAM CONTRACT**

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the County of Los Angeles Department of Public Works (hereinafter referred to as "CONTRACTOR") whose address is 900 S. Fremont Avenue, P.O. Box 1460, Alhambra, California 91803.
  
2. **RECITALS**
  - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
  - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
  - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
  - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
  - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR'S Local Government Match Program Application dated September 23, 2004.
  
3. **DMV FEES** - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
  
4. **AUDIT** - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING - CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
6. TERM - The term of this Contract is for Eighteen (18) months from the date of execution by both parties, unless terminated earlier as provided for in Clause 7 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.
7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Clause 13 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.
8. EARLY TERMINATION – This Contract may be terminated early due to any of the following circumstances: The vehicles or equipment become inoperable through mechanical failure of components or systems directly related to the alternative fuel technology being utilized, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance.
9. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the South Coast AQMD below. CONTRACTOR shall furnish certificate of self-insurance to: South Coast Air Quality Management District, Attn: Risk Management Office. **The AQMD Contract Number shall be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
  - A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
  - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.

- C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

10. INDEMNIFICATION – CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.

11. PAYMENT

- A. AQMD shall pay CONTRACTOR a Firm Fixed Price of Three Hundred Thirteen Thousand Dollars (\$313,000) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:
  - South Coast Air Quality Management District
  - 21865 Copley Drive
  - Diamond Bar, CA 91765-4178
  - Attn: Cynthia Ravenstein, MSRC Contract Administrator
- C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 is completed and proof of completion is provided to AQMD. If the project described in Attachments 1 and 2 is not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments.
- D. Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.
- E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.
- F. If, at the completion of the Project described in Attachment 1, the vehicle expenditures and/or infrastructure expenditures are less than the Total Cost amount(s) contained in Attachment 2, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis as described in Attachment 2.
- G. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.

12. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or

other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

13. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD: South Coast Air Quality Management District  
 21865 Copley Drive  
 Diamond Bar, CA 91765-4178  
 Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR: County of Los Angeles Dept. of Public Works  
 900 S. Fremont Avenue  
 P.O. Box 1460  
 Alhambra, CA 91803  
 Attn: Patrick Smith

14. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
- C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.

15. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
16. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
17. NON-EFFECT OF WAIVER – CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
18. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
19. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
20. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
21. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
22. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
23. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Los Angeles County, California.

24. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
25. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.
26. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. The Statement of Work - Attachment 1, The Payment Schedule - Attachment 2, and Supporting Documentation - Attachment 3, are incorporated by reference herein and made a part hereof.
27. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

By: Will H. Hylleberg  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 11/21/06

ATTEST:  
Saundra McDaniel, Clerk of the Board

By: \_\_\_\_\_

**APPROVED AS TO FORM**

**RAYMOND G. FORTNER JR.**  
**County Counsel**

APPROVED AS TO FORM:  
Kurt R. Wiese, District Counsel

By: Michael S. Stone  
**Deputy**

By: Kurt R. Wiese

**Attachment 1  
Statement of Work  
County of Los Angeles  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML05013**

**Project Description**

CONTRACTOR shall partner with the City of Santa Clarita to perform the following: 1) complete timing analysis and update the traffic signal timing in unincorporated Los Angeles County areas adjacent to the City of Santa Clarita as well as along several streets within the City of Santa Clarita; 2) install communications to connect the traffic signals in the unincorporated area of the Santa Clarita Valley to the County's traffic control system in Alhambra; and 3) integrate the City of Santa Clarita's traffic control system with the CONTRACTOR's Information Exchange Network (IEN) to enable the exchange of traffic signal data across jurisdictional boundaries.

CONTRACTOR shall serve as lead agency and is responsible for completing this project.

**Statement of Work**

CONTRACTOR shall ensure the completion of the following tasks:

Task 1: Synchronization Analysis and Coordination Timing Plans

CONTRACTOR shall conduct analysis and determine appropriate traffic signal coordination timing throughout an area including County arterial routes adjacent to Santa Clarita as well as several routes within the City of Santa Clarita. Analysis includes reviewing traffic counts and radar speed checks; determining cycle lengths, phase splits, and offsets for a.m. peak, p.m. peak, and off-peak periods. CONTRACTOR shall develop fully engineered plans to optimize the signal timing using a software modeling package such as Synchro, Paser or Transyt; prepare time-space diagrams; and prepare timing sheets. The area to be covered includes:

- a. Twenty-two (22) intersections in unincorporated Los Angeles County areas, located along the following streets: Pico Canyon Road, The Old Road, Hasley Canyon Road, Commerce Center Drive, Copper Hill Drive, and Steven Ranch Parkway as shown in Attachment 3.3 – Location Map; and
- b. Seventy-one (71) intersections within the City of Santa Clarita, located along the following streets: Magic Mountain Parkway, Valencia Boulevard, McBean Parkway, Lyons Avenue, Sierra Highway, Bouquet Canyon Road, Orchard Village Road, San Fernando Road, and Soledad Canyon Road.

Task 2: Communications Analysis/Design

CONTRACTOR shall perform a traffic controls communications analysis to determine the most reliable and cost-effective communications network for connecting traffic signals to the CONTRACTOR's system. The desired communications media must be selected prior to connecting the signals to the CONTRACTOR's system.

**Attachment 1  
Statement of Work - continued  
County of Los Angeles  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML05013**

**Task 3: Implement Signal Timing**

CONTRACTOR shall install timing in the field controllers for intersections.

**Task 4: IEN Interface Development**

CONTRACTOR shall develop an IEN interface to the City of Santa Clarita's system. The IEN enables all agencies in the County to implement coordinated traffic management responses to congestion caused by incidents and special events.

**Task 5: IEN Workstation Installation**

CONTRACTOR shall supply the City of Santa Clarita with an IEN workstation and server. The IEN will enable the City of Santa Clarita to view and monitor the County intersections.

**Task 6: Communications Installation**

CONTRACTOR shall connect traffic signals to CONTRACTOR'S traffic management center.

**Task 7: Promotion**

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the implementation of the MSRC co-funded project. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Council meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by AQMD staff, unless AQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

**Project Schedule (based on date of Contract execution)**

<b>Task</b>	<b>Completion</b>
Perform communications analysis	Month 4
Submit Public Outreach Plan	Month 9
Perform synchronization analysis and prepare timing plans	Month 10
Install signal timing	Month 14
Develop IEN interface	Month 16
Install IEN workstation	Month 17
Install communications between signals and IEN	Month 17
Implement Public Outreach Plan	Month 18
Interim Report	Month 9
Final Report	Month 18

**Hardware:** IEN work station, site server, signal timing, communications equipment

**Attachment 1  
Statement of Work - continued  
County of Los Angeles  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML05013**

**Reports**

Interim Report – CONTRACTOR shall submit a concise report that documents the status of the traffic signal coordination and synchronization tasks, to be submitted at the approximate midpoint of the period of performance.

Final Report – CONTRACTOR shall submit a concise report, in the format provided by AQMD staff, at the end of the project, documenting completion of all contract tasks, as well as project results. Report should include traffic flow improvement measurements, including reduction in average peak hour vehicle delay at coordinated intersections, increase in average peak hour vehicle speed along the arterial, etc.

In the event the CONTRACTOR files for bankruptcy or becomes insolvent or discontinues this project, the following items revert to the AQMD for disposition into the AB 2766 Discretionary Fund account:

None

**Attachment 2  
Payment Schedule  
County of Los Angeles  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML05013**

**Cost Breakdown**

Purchase Category	Total MSRC Costs	Local Gov't Funds Applied		Total Cost
		Contractor	Santa Clarita	
<b>Capital Costs</b> , including computer workstation, server, and communication equipment	\$37,244	\$66,756	\$0	\$104,000
<b>Direct Labor Costs</b>				
Signal Timing (unincorporated areas)	\$0	\$208,800	\$20,000	\$228,800
IEN Map Population	\$0	\$11,000	\$0	\$11,000
<b>Other Direct Costs (subcontractors)</b>				
IEN interface development & installation	\$68,044	\$121,956	\$0	\$190,000
LACO traffic control system communications analysis	\$28,650	\$51,350	\$0	\$80,000
Communications installation	\$179,062	\$320,938	\$0	\$500,000
Signal Timing (City limits)	\$0	\$0	\$3,740,000	\$3,740,000
Administration	\$0	\$48,200	\$0	\$48,200
<b>Total Project Costs</b>	<b>\$313,000</b>	<b>\$829,000</b>	<b>\$3,760,000</b>	<b>\$4,902,000</b>

CONTRACTOR shall be reimbursed according to the amounts stated in "Total MSRC Costs" column, upon completion of project.

If, at the completion of the Project, the expenditures are less than the Total Cost amount, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis.

**Attachment 3**  
**Supporting Documentation**  
**County of Los Angeles**  
**Hereinafter Referred to as CONTRACTOR**  
**Contract Number ML05013**

The supporting documents attached hereto as Attachment 3, represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the AQMD or granting any rights to third parties against the AQMD.

1. Proof of Insurance.
2. Letter of Authorization
  - City of Santa Clarita
3. Location Map

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

NUMBER 7002

CERTIFICATE OF CONSENT TO SELF-INSURE  
THIS IS TO CERTIFY, That  
COUNTY OF LOS ANGELES

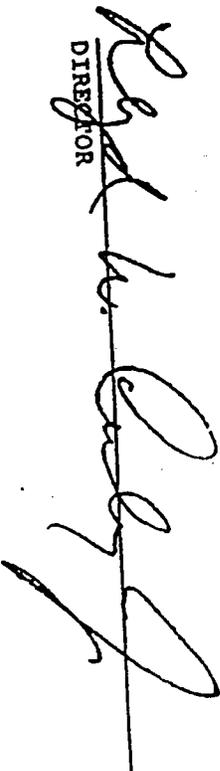
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE MARCH 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

DIRECTOR



  
MANAGER, SELF-INSURANCE PLANS

10/26/2004 16:33 FAX 661 2543538

CITY OF SANTA CLARITA ENG

001

23920 Valencia Blvd.  
Suite 300  
Santa Clarita  
California 91355-2195  
Website: www.santa-clarita.com

Phone  
(661) 259-2489  
Fax  
(661) 259-8125



City of  
Santa Clarita

October 26, 2004

Fax: (626) 979-5319

Mr. Donald Wolfe  
Interim Director  
County of Los Angeles  
Department of Public Works  
P. O. Box 1460  
Alhambra, CA 91802-1460

Subject: Mobility Source Air Pollution Reduction Review Committee (MSRC)  
Discretionary Fund Local Government Match Program

Dear Mr. Wolfe:

The City of Santa Clarita (City) supports your application for the 2004-2005 MSRC Local Government Match Program Project for consideration by the South Coast Air Quality Management District. As you know, the City has an ongoing Intelligent Transportation System (ITS) project to upgrade the City's signal system to improve transportation mobility and improvement managing traffic congestion on City roads and intersections.

The City has a current project (a MTA Call for Projects) consisting of implementing CCTVs, fiber optic communication systems, upgrading the Traffic Operations Center, and retiming of over 90 traffic signals. The City's project, in coordination with the County's proposed project, will further integrate and improve communication between City and County signals. This effort will improve the regional transportation mobility and reduce congestion. In addition, it is our understanding that the City's current ITS project will provide for the City's local match fund for the County's project, and no additional City funding will be necessary.

We look forward to working with you on this project to improve the regional transportation mobility. If you have any questions, please contact Mr. Cesar Romo, Assistant Traffic Engineer, who will serve as the City's Project Manager, at (661) 286-4002.

Sincerely,

Andrew Yi  
City Traffic Engineer

AY:iki  
trafficysndonwolf.doc

cc: Robert G. Newman, Director of Transportation & Engineering Services

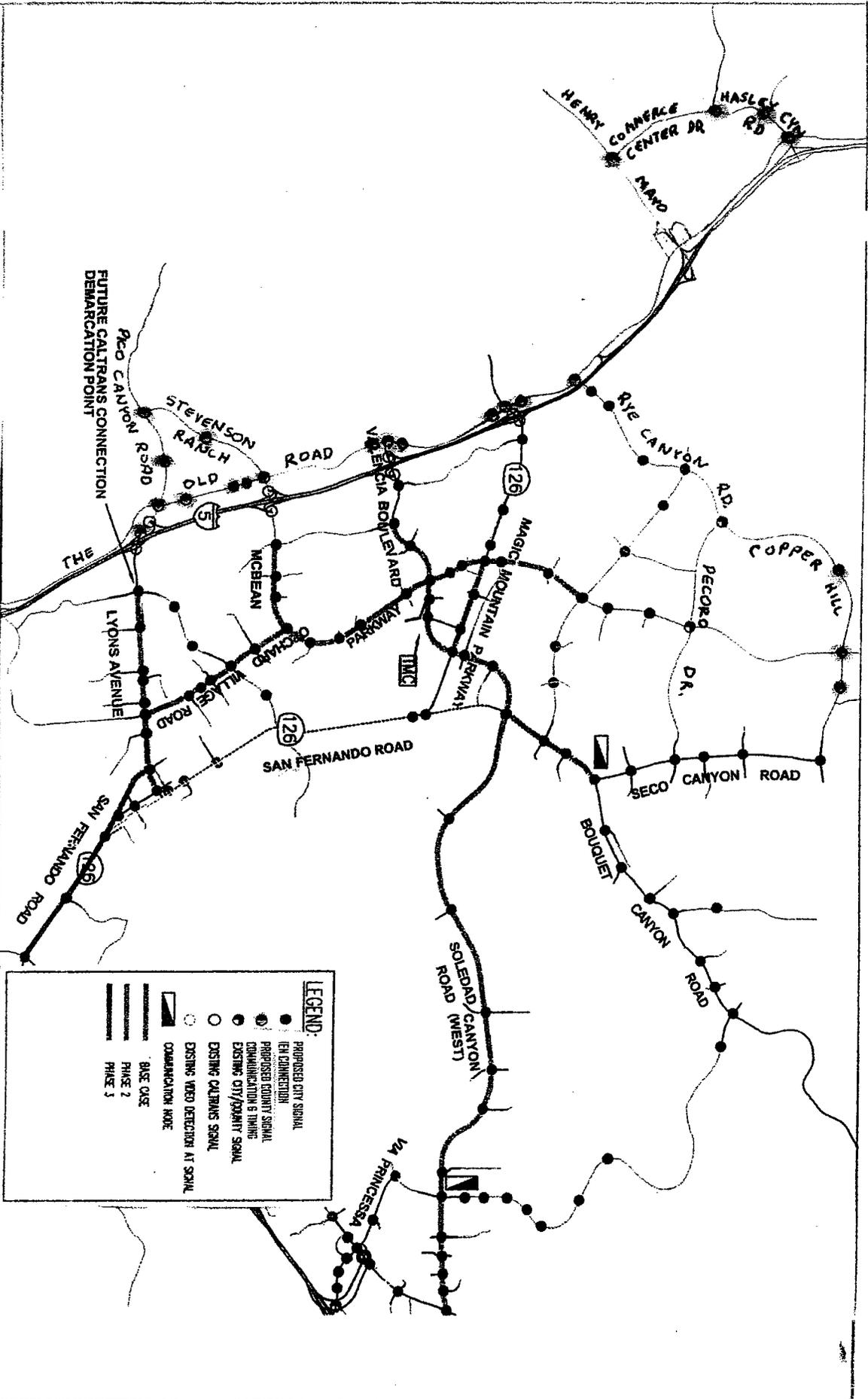


PRINTED ON RECYCLED PAPER

COUNTY OF LOS ANGELES

# MSRC PROJECT AREA MAP

CITY OF SANTA CLARITA



**LEGEND:**

- PROPOSED CITY SIGNAL
- EX CONNECTION
- PROPOSED COUNTY SIGNAL
- COMMUNICATION & TRUNK
- EXISTING CITY/COUNTY SIGNAL
- EXISTING CALTRANS SIGNAL
- EXISTING VIDEO DETECTOR AT SIGNAL
- COMMUNICATION NODE
- ▬ BASE CASE
- ▬ PHASE 2
- ▬ PHASE 3



## LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the County of Los Angeles Department of Public Works (hereinafter referred to as "CONTRACTOR") whose address is 900 S. Fremont Avenue, P.O. Box 1460, Alhambra, California 91803.
  
2. RECITALS
  - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
  - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
  - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
  - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
  - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR'S Local Government Match Program Application dated September 23, 2004.
  
3. DMV FEES - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
  
4. AUDIT - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING - CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
  
6. TERM - The term of this Contract is for Eighteen (18) months from the date of execution by both parties, unless terminated earlier as provided for in Clause 7 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.
  
7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Clause 13 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.
  
8. EARLY TERMINATION – This Contract may be terminated early due to any of the following circumstances: The vehicles or equipment become inoperable through mechanical failure of components or systems directly related to the alternative fuel technology being utilized, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance.
  
9. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the South Coast AQMD below. CONTRACTOR shall furnish certificate of self-insurance to: South Coast Air Quality Management District, Attn: Risk Management Office. **The AQMD Contract Number shall be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
  - A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
  - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.

- C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

10. INDEMNIFICATION – CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.

11. PAYMENT

- A. AQMD shall pay CONTRACTOR a Firm Fixed Price of Three Hundred Thirteen Thousand Dollars (\$313,000) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:
  - South Coast Air Quality Management District
  - 21865 Copley Drive
  - Diamond Bar, CA 91765-4178
  - Attn: Cynthia Ravenstein, MSRC Contract Administrator
- C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 is completed and proof of completion is provided to AQMD. If the project described in Attachments 1 and 2 is not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments.
- D. Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.
- E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.
- F. If, at the completion of the Project described in Attachment 1, the vehicle expenditures and/or infrastructure expenditures are less than the Total Cost amount(s) contained in Attachment 2, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis as described in Attachment 2.
- G. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.

12. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or

other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

13. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD:                    South Coast Air Quality Management District  
                                  21865 Copley Drive  
                                  Diamond Bar, CA 91765-4178  
                                  Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR:        County of Los Angeles Dept. of Public Works  
                                  900 S. Fremont Avenue  
                                  P.O. Box 1460  
                                  Alhambra, CA 91803  
                                  Attn: Patrick Smith

14. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
- C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.

15. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
16. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
17. NON-EFFECT OF WAIVER – CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
18. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
19. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
20. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
21. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
22. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
23. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Los Angeles County, California.

24. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
25. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.
26. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. The Statement of Work - Attachment 1, The Payment Schedule - Attachment 2, and Supporting Documentation - Attachment 3, are incorporated by reference herein and made a part hereof.
27. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

By: William H. Hitzley  
Name:  
Title:

Date: \_\_\_\_\_

Date: 11/21/06

ATTEST:  
Saundra McDaniel, Clerk of the Board

By: \_\_\_\_\_

**APPROVED AS TO FORM**

**RAYMOND G. FORTNER JR.**  
**County Counsel**

By: Michael Stone  
**Deputy**

APPROVED AS TO FORM:  
Kurt R. Wiese, District Counsel

By: Kurt R. Wiese

//MSRC06LocalGovtMatch  
Updated 05/09/06

**Attachment 1  
Statement of Work  
County of Los Angeles  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML05013**

**Project Description**

CONTRACTOR shall partner with the City of Santa Clarita to perform the following: 1) complete timing analysis and update the traffic signal timing in unincorporated Los Angeles County areas adjacent to the City of Santa Clarita as well as along several streets within the City of Santa Clarita; 2) install communications to connect the traffic signals in the unincorporated area of the Santa Clarita Valley to the County's traffic control system in Alhambra; and 3) integrate the City of Santa Clarita's traffic control system with the CONTRACTOR's Information Exchange Network (IEN) to enable the exchange of traffic signal data across jurisdictional boundaries.

CONTRACTOR shall serve as lead agency and is responsible for completing this project.

**Statement of Work**

CONTRACTOR shall ensure the completion of the following tasks:

Task 1: Synchronization Analysis and Coordination Timing Plans

CONTRACTOR shall conduct analysis and determine appropriate traffic signal coordination timing throughout an area including County arterial routes adjacent to Santa Clarita as well as several routes within the City of Santa Clarita. Analysis includes reviewing traffic counts and radar speed checks; determining cycle lengths, phase splits, and offsets for a.m. peak, p.m. peak, and off-peak periods. CONTRACTOR shall develop fully engineered plans to optimize the signal timing using a software modeling package such as Synchro, Paser or Transyt; prepare time-space diagrams; and prepare timing sheets. The area to be covered includes:

- a. Twenty-two (22) intersections in unincorporated Los Angeles County areas, located along the following streets: Pico Canyon Road, The Old Road, Hasley Canyon Road, Commerce Center Drive, Copper Hill Drive, and Steven Ranch Parkway as shown in Attachment 3.3 – Location Map; and
- b. Seventy-one (71) intersections within the City of Santa Clarita, located along the following streets: Magic Mountain Parkway, Valencia Boulevard, McBean Parkway, Lyons Avenue, Sierra Highway, Bouquet Canyon Road, Orchard Village Road, San Fernando Road, and Soledad Canyon Road.

Task 2: Communications Analysis/Design

CONTRACTOR shall perform a traffic controls communications analysis to determine the most reliable and cost-effective communications network for connecting traffic signals to the CONTRACTOR's system. The desired communications media must be selected prior to connecting the signals to the CONTRACTOR's system.

**Attachment 1  
Statement of Work - continued  
County of Los Angeles  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML05013**

**Task 3: Implement Signal Timing**

CONTRACTOR shall install timing in the field controllers for intersections.

**Task 4: IEN Interface Development**

CONTRACTOR shall develop an IEN interface to the City of Santa Clarita's system. The IEN enables all agencies in the County to implement coordinated traffic management responses to congestion caused by incidents and special events.

**Task 5: IEN Workstation Installation**

CONTRACTOR shall supply the City of Santa Clarita with an IEN workstation and server. The IEN will enable the City of Santa Clarita to view and monitor the County intersections.

**Task 6: Communications Installation**

CONTRACTOR shall connect traffic signals to CONTRACTOR'S traffic management center.

**Task 7: Promotion**

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the implementation of the MSRC co-funded project. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Council meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by AQMD staff, unless AQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

**Project Schedule (based on date of Contract execution)**

<b>Task</b>	<b>Completion</b>
Perform communications analysis	Month 4
Submit Public Outreach Plan	Month 9
Perform synchronization analysis and prepare timing plans	Month 10
Install signal timing	Month 14
Develop IEN interface	Month 16
Install IEN workstation	Month 17
Install communications between signals and IEN	Month 17
Implement Public Outreach Plan	Month 18
Interim Report	Month 9
Final Report	Month 18

**Hardware:** IEN work station, site server, signal timing, communications equipment

**Attachment 1  
Statement of Work - continued  
County of Los Angeles  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML05013**

**Reports**

Interim Report – CONTRACTOR shall submit a concise report that documents the status of the traffic signal coordination and synchronization tasks, to be submitted at the approximate midpoint of the period of performance.

Final Report – CONTRACTOR shall submit a concise report, in the format provided by AQMD staff, at the end of the project, documenting completion of all contract tasks, as well as project results. Report should include traffic flow improvement measurements, including reduction in average peak hour vehicle delay at coordinated intersections, increase in average peak hour vehicle speed along the arterial, etc.

In the event the CONTRACTOR files for bankruptcy or becomes insolvent or discontinues this project, the following items revert to the AQMD for disposition into the AB 2766 Discretionary Fund account:

None

**Attachment 2  
Payment Schedule  
County of Los Angeles  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML05013**

**Cost Breakdown**

Purchase Category	Total MSRC Costs	Local Gov't Funds Applied		Total Cost
		Contractor	Santa Clarita	
<b>Capital Costs</b> , including computer workstation, server, and communication equipment	\$37,244	\$66,756	\$0	\$104,000
<b>Direct Labor Costs</b>				
Signal Timing (unincorporated areas)	\$0	\$208,800	\$20,000	\$228,800
IEN Map Population	\$0	\$11,000	\$0	\$11,000
<b>Other Direct Costs (subcontractors)</b>				
IEN interface development & installation	\$68,044	\$121,956	\$0	\$190,000
LACO traffic control system communications analysis	\$28,650	\$51,350	\$0	\$80,000
Communications installation	\$179,062	\$320,938	\$0	\$500,000
Signal Timing (City limits)	\$0	\$0	\$3,740,000	\$3,740,000
Administration	\$0	\$48,200	\$0	\$48,200
<b>Total Project Costs</b>	<b>\$313,000</b>	<b>\$829,000</b>	<b>\$3,760,000</b>	<b>\$4,902,000</b>

CONTRACTOR shall be reimbursed according to the amounts stated in "Total MSRC Costs" column, upon completion of project.

If, at the completion of the Project, the expenditures are less than the Total Cost amount, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis.

**Attachment 3**  
**Supporting Documentation**  
**County of Los Angeles**  
**Hereinafter Referred to as CONTRACTOR**  
**Contract Number ML05013**

The supporting documents attached hereto as Attachment 3, represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the AQMD or granting any rights to third parties against the AQMD.

1. Proof of Insurance.
2. Letter of Authorization
  - City of Santa Clarita
3. Location Map

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

NUMBER 7002

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

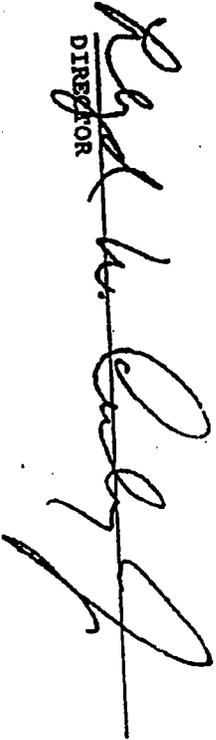
COUNTY OF LOS ANGELES

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

  
DIRECTOR

  
MANAGER, SELF-INSURANCE PLANS

10/26/2004 16:33 FAX 661 2543536

CITY OF SANTA CLARITA ENG

29920 Valencia Blvd.  
Suite 300  
Santa Clarita  
California 91355-2199  
Website: www.santa-clarita.com

Phone  
(661) 259-2489  
Fax  
(661) 259-8125



City of  
Santa Clarita

October 26, 2004

Fax: (626) 979-5319

Mr. Donald Wolfe  
Interim Director  
County of Los Angeles  
Department of Public Works  
P. O. Box 1460  
Alhambra, CA 91802-1460

Subject: Mobility Source Air Pollution Reduction Review Committee (MSRC)  
Discretionary Fund Local Government Match Program

Dear Mr. Wolfe:

The City of Santa Clarita (City) supports your application for the 2004-2005 MSRC Local Government Match Program Project for consideration by the South Coast Air Quality Management District. As you know, the City has an ongoing Intelligent Transportation System (ITS) project to upgrade the City's signal system to improve transportation mobility and improvement managing traffic congestion on City roads and intersections.

The City has a current project (a MTA Call for Projects) consisting of implementing CCTVs, fiber optic communication systems, upgrading the Traffic Operations Center, and retiming of over 90 traffic signals. The City's project, in coordination with the County's proposed project, will further integrate and improve communication between City and County signals. This effort will improve the regional transportation mobility and reduce congestion. In addition, it is our understanding that the City's current ITS project will provide for the City's local match fund for the County's project, and no additional City funding will be necessary.

We look forward to working with you on this project to improve the regional transportation mobility. If you have any questions, please contact Mr. Cesar Romo, Assistant Traffic Engineer, who will serve as the City's Project Manager, at (661) 286-4002.

Sincerely,

Andrew Yi  
City Traffic Engineer

AY:kl  
traffic\ndonwofe.doc

cc: Robert G. Newman, Director of Transportation & Engineering Services



COUNTY OF LOS ANGELES

MSRC PROJECT AREA MAP

CITY OF SANTA CLARITA

