COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DEAN D. EFSTATHIOU, Acting Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

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

September 9, 2008

IN REPLY PLEASE
REFER TO FILE T-6

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

Dear Supervisors:

TRAFFIC SIGNAL CONTROL SYSTEM
CITY OF SAN DIMAS--COUNTY COOPERATIVE AGREEMENT
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)

SUBJECT

This action is to approve and authorize the Acting Director of Public Works or his designee to execute a Cooperative Agreement between the City of San Dimas and the County of Los Angeles to provide up to $242,000 for the procurement of a traffic control system for the City by utilizing Los Angeles County Metropolitan Transportation Authority Grant Funds and matching County funds.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as a responsible agency, find that this project is exempt from the provisions of the California Environmental Quality Act.

2. Adopt the resolution to find that the project to procure the traffic control system in the City of San Dimas is of general County interest and that County aid in the amount of $242,000 should be extended to the City.

3. Approve and authorize the Acting Director of Public Works or his designee to sign the Cooperative Agreement between the City of San Dimas and the County of Los Angeles, which provides for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase a traffic control system for the City.

The agreement provides for the County to provide a not-to-exceed amount of $242,000 toward the cost of the project by utilizing Los Angeles County Metropolitan Transportation Authority's Grant Funds and matching County funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to execute an agreement with the City of San Dimas to provide funds for the procurement of a traffic control system.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) and Community Services (Goal 6). The project will provide improved infrastructure and will enhance the quality of life in the affected communities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The cost of the project is estimated to be $242,000 and is included in the Fiscal Year 2008-09 Proposition C Local Return Fund budget.

The Los Angeles County Metropolitan Transportation Authority will reimburse $213,087 of the project cost from the 1997 Call for Projects Proposition C Discretionary Grant Funds for the San Gabriel Valley Traffic Signal Forum. The remaining $28,913 will be funded by the County's Proposition C Local Return revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached agreement, which has been approved as to form by County Counsel, provides for the City of San Dimas to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase a traffic control system within the City. The agreement establishes the County contribution to the City for actual expenditures not to exceed $242,000 toward the cost of the project by utilizing the Los Angeles County Metropolitan Transportation Authority Grant Funds and other County funds. This agreement is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 4 and 5 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for installation and modification of traffic signal systems. The City of San Dimas is the lead agency for this project and will independently consider and reach its own conclusions regarding the environmental effects of the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services, including implementation of the proposed system.

CONCLUSION

Please return one adopted copy of this letter and the signed resolution to the Department of Public Works, Traffic and Lighting Division.

Respectfully submitted,

William D Higley

for DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE:WJW:pc

Attachments (3)

c: Chief Executive Office
County Counsel

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO THE CITY OF SAN DIMAS FOR THE PURPOSE OF INSTALLING A TRAFFIC SIGNAL CONTROL SYSTEM

WHEREAS, CITY proposes to procure a Traffic Signal Control System, which work is hereinafter referred to as SYSTEM; and

WHEREAS, SYSTEM is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number P0004243 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, SYSTEM is entirely within the jurisdictional limits of CITY; and

WHEREAS, SYSTEM will be installed along all, or portions of, the following arterials within CITY: Arrow Highway, Badillo Street, Bonita Avenue, Covina Boulevard, and Lone Hill Avenue; and

WHEREAS, SYSTEM is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the procurement administration for SYSTEM; and

WHEREAS, the COST OF SYSTEM includes the costs of the procurement administration and the Traffic Signal Control System software, hardware, and 3 years of vendor system maintenance and support for SYSTEM, as more fully set forth herein; and

WHEREAS, the total COST OF SYSTEM is currently estimated to be Two Hundred Forty-Two Thousand and 00/100 Dollars ($242,000); and

WHEREAS, COUNTY has secured and obtained grant funds from Metro up to a maximum of Two Hundred Thirteen Thousand Eighty-Seven and 00/100 Dollars ($213,087) and will provide matching funds up to a maximum of Twenty-Eight Thousand Nine Hundred Thirteen and 00/100 Dollars ($28,913), from its Proposition C Local Return fund to finance the COST OF SYSTEM; and

WHEREAS, COUNTY is willing to utilize Metro grant funds and COUNTY matching funds to reimburse CITY for actual expenditures not to exceed Two Hundred Forty-Two Thousand and 00/100 Dollars ($242,000) toward the COST OF SYSTEM; and

WHEREAS, CITY is willing to finance the remaining COST OF SYSTEM in excess of COUNTY'S maximum contribution of Two Hundred Forty-Two Thousand and 00/100 Dollars ($242,000); and

WHEREAS, such a proposal is authorized and provided for by provisions of Sections 1680-1684 of the California Streets and Highways Code.

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

Section 1. The SYSTEM is of general County interest and County aid shall be extended therefor.

Section 2. Subject to the terms and conditions set forth herein, the County of Los Angeles consents, pursuant to the provisions of Sections 1680-1684 of the California Streets and Highways Code, to extend County aid in the amount of $242,000 to the City of San Dimas for the installation of a traffic signal control system.

Section 3. The financial obligations of the County of Los Angeles are expressly conditioned upon obtaining reimbursement from Metro pursuant to Memorandum of Understanding Number P0004243 between COUNTY and Metro.

Section 4. If any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

The foregoing resolution was on the 9TH day of SEPT., 2008, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

P:\tlpub\WPFILES\FILES\TRA\CO-OP AGREEMENTS\San Dimas Resolution

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between the CITY OF SAN DIMAS, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY desires to procure Traffic Signal Control System software according to the payment schedule as described in Attachment A of this AGREEMENT, which work is (hereinafter referred to as SYSTEM); and

WHEREAS, the procurement of Traffic Signal Control System software is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number P0004243 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, SYSTEM is to be utilized entirely within the jurisdictional limits of CITY; and

WHEREAS, SYSTEM is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to administer the procurement of the SYSTEM; and

WHEREAS, the COST OF SYSTEM includes the costs of the procurement administration of the Traffic Signal Control System Software and Hardware, and system installation, integration and acceptance testing, and all other work and materials necessary to complete SYSTEM in accordance with the approved conceptual plan, as more fully set forth herein; and

WHEREAS, the total COST OF SYSTEM is currently estimated to be Two Hundred Forty-Two Thousand and 00/100 Dollars ($242,000); and

WHEREAS, COUNTY has secured and obtained grant funds from Metro up to a maximum of Two Hundred Thirteen Thousand Eighty-Seven and 00/100 Dollars ($213,087) and will provide matching funds up to a maximum of Twenty-Eight Thousand Nine Hundred Thirteen and 00/100 Dollars ($28,913) to finance the COST OF SYSTEM; and

WHEREAS, COUNTY is willing to utilize Metro grant funds and COUNTY matching funds to reimburse CITY for actual expenditures not to exceed Two Hundred Forty-Two Thousand and 00/100 Dollars ($242,000) toward the COST OF SYSTEM; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1680-1684 of the California Streets and Highways Code.

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

(1) CITY AGREES:

a. To administer the procurement contract for SYSTEM.

b. To finance the remaining COST OF SYSTEM that is in excess of COUNTY'S maximum contribution of Two Hundred Forty-Two Thousand and 00/100 Dollars ($242,000).

c. To prepare the necessary environmental document and make the required environmental finding.

d. If needed, to advertise SYSTEM for bids, to inform COUNTY of the content of the bids received, to award the contract after approval by COUNTY, and to administer the procurement contract.

e. To furnish COUNTY with information on all contract change orders for SYSTEM and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) c., below.

f. To administer the procurement and deployment of SYSTEM in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C twenty-five percent (25%) Discretionary funds. CITY'S records for SYSTEM shall be open to inspection and subject to audit and reproduction by the COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by the CITY for a period of not less than seven (7) years after final payment to contractor(s) for SYSTEM.

g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under Contractor's General Liability and automobile insurance policies for any vendor(s) utilized by CITY for procurement of SYSTEM.

h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of SYSTEM and not later than sixty (60) calendar days prior to the funding lapsing date of Metro grant funds, a final accounting of the actual total SYSTEM costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (1) a., above.

i. To submit an invoice to COUNTY in the amount of Two Hundred Forty-Two Thousand and 00/100 Dollars ($242,000) within 30 days of the adoption of this agreement by COUNTY, subject to paragraph (3) f., below.

j. Upon completion of SYSTEM, to accept full and complete ownership of SYSTEM, and responsibility for SYSTEM, and to maintain in good condition and at CITY expense all parts of SYSTEM within CITY'S jurisdiction, including maintaining timing of traffic signals.

(2) COUNTY AGREES:

a. To secure and obtain Metro grant funds to be used to finance toward COST OF SYSTEM.

b. To deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S share of SYSTEM by utilizing Metro grant funds and COUNTY matching funds up to a maximum amount of Two Hundred Forty-Two Thousand and 00/100 Dollars ($242,000), and subject to paragraph (3) f., below. Said demand will consist of billing invoices prepared by CITY. The actual COST OF SYSTEM is to be determined by a final accounting of SYSTEM COST.

c. To review bids, the proposed award amount for SYSTEM, and any change orders for SYSTEM and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with SYSTEM or change orders.

d. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of SYSTEM for bids, award, and administration of the contract, and in all things necessary and proper to complete SYSTEM.

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

a. COUNTY'S contribution shall only pay for those eligible items of work included in Metro's Bus Speed Improvements Program guidelines.

b. The COST OF SYSTEM, as referred to in this AGREEMENT, shall consist of the costs of procurement, and the Traffic Signal Control software and hardware and system installation, integration and acceptance testing, and all other work and materials necessary to complete SYSTEM in accordance with the approved conceptual plan and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

The cost of procurement, as referred to in this AGREEMENT, shall consist of all necessary work prior to advertising of SYSTEM for bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

c. If COST OF SYSTEM, based upon the final accounting, is less than COUNTY'S payments, as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY.

d. During implementation of SYSTEM, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, a Consultant or other representative to assist in the integration of SYSTEM. COUNTY shall have no obligation to inspect SYSTEM and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY inspector shall be responsible for the proper inspection of SYSTEM as needed.

e. COUNTY shall not be liable for any costs for SYSTEM that does not conform to the regulations and requirements of metro, as referred to in paragraph (1) f., above.

f. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from Metro pursuant to Memorandum of Understanding Number P0004243 between COUNTY and Metro.

g. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

h. 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 91773-3002

COUNTY: Mr. Dean D. Efstathiou
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

j. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

k. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

l. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32077 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

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_____, 2008, and by the COUNTY OF LOS ANGELES on _____, 2008.

COUNTY OF LOS ANGELES

By_____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

CITY OF SAN DIMAS

By_____
City Manager

ATTEST:

By_____
City Clerk

By_____
City Attorney

P:\tlpub\WPFILES\FILES\TRA\CO-OP AGREEMENTS\San Dimas TCS Agmt.DOC

San Dimas KITS - Price and Schedule of Payments

Attachment 1

SCHEDULE OF DELIVERABLES AND PAYMENTS

Project Costs per Task/Deliverable

Task/Deliverable	Value (Labor & Directs)
1. Project Management	$20,000
2. Preliminary Engineering	
2.1 Software Functional Specification	$3,000
2.2 Functionality Review	$7,000
3. Procurement	
3.1 Bill of Materials for Central System Equipment	$3,000
4. System Integration	
4.1 Installation Program and Procedure	$3,000
4.2 KITS Installation at City TMC	$16,000
4.3 System Integration for 10 Intersections	$25,000
4.4 Training	$3,000
4.5 Acceptance Test Plan	$2,000
4.6 Execution of Acceptance Test	$15,000
4.7 Acceptance Test Report	$4,000
5. Documentation	
5.1 Electronic copies of the System USER'S AND QUICK START GUIDE for KITS	$2,000
5.2 Training	$3,000
6. Final Training	
6.1 Electronic Copies of Training Documentation (syllabus, manuals, visual presentation materials)	$2,000
6.2 Hands-on Training	$6,000
SUBTOTAL	**$114,000**
1 Year Warranty	$10,000
3 Years Maintenance, Support and KITS Software Upgrades	$45,000
Travel, Shipping and Other Direct Project Expenses	$12,000
3rd Party Tools and Hardware Estimate (does not include communication equipment)	$39,000
Contingencies	$22,000
TOTAL CONTRACT SUM	**$242,000**

P:\tlpub\XLFILES\Traffic\POMOVAL\San Dimas KITS Cost March 2007