



GAIL FARBER, Director

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
<http://dpw.lacounty.gov>

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

July 5, 2016

IN REPLY PLEASE
REFER TO FILE:

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

Dear Supervisors:

(REVISED)
**ADOPT RESOLUTION AUTHORIZING HIGHWAYS-THROUGH-CITIES FUNDING
AND ADOPT AND ADVERTISE CONSTRUCTION CONTRACT
FLORENCE AVENUE FROM CENTRAL AVENUE TO I-5 FREEWAY OFF RAMPS
TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION PROJECT
IN THE CITIES OF BELL, BELL GARDENS, CUDAHY, DOWNEY,
HUNTINGTON PARK, AND LOS ANGELES
AND IN THE UNINCORPORATED COMMUNITY OF FLORENCE
(SUPERVISORIAL DISTRICTS 1, 2, AND 4)
(4 VOTES)**

SUBJECT

This action is to authorize Highways-Through-Cities financial assistance to the Cities of Bell, Bell Gardens, Cudahy, Downey, Huntington Park, and Los Angeles; approve and advertise the Florence Avenue from Central Avenue to I-5 Freeway Off Ramps project in the Cities of Bell, Bell Gardens, Cudahy, Downey, Huntington Park, and Los Angeles and in the unincorporated community of Florence; find this project categorically exempt from the provisions of the California Environmental Quality Act; adopt Resolution No. 3970 and the plans and specifications; approve and authorize the Director of Public Works or her designee to execute the cooperative agreement between the County of Los Angeles and the City of Downey to participate in the County of Los Angeles' Traffic Signal Synchronization Program; and delegate certain responsibilities to the Director or her designee to carry out this project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find this project categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt Resolution No. 3970 finding that the project is of general County interest and that County of Los Angeles aid in the form of Highways-Through-Cities funds in the amount of \$2,906,000 shall be provided to the Cities of Bell, Bell Gardens, Cudahy, Downey, Huntington Park, and Los Angeles to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.
3. Approve and advertise the project and adopt the plans and specifications that are on file in the Construction Division of the Department of Public Works for traffic signal modification and synchronization, at an estimated construction contract cost between \$2,000,000 and \$2,400,000.
4. Approve and authorize the Director of Public Works or her designee to execute a cooperative agreement between the County of Los Angeles and the City of Downey to participate in the County of Los Angeles' Traffic Signal Synchronization Program.
5. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement, and which are to be received before 11 a.m. on ~~August 2, 2016~~, August 16, 2016, in accordance with the Notice Inviting Bids.
6. Delegate to the Director of Public Works or her designee the following authority in connection with this contract: (1) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code Sections 4100 et seq. and 5100 et seq., respectively and (2) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code Section 4104.5.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is for the Board to approve and advertise the project, adopt Resolution No. 3970 and the plans and specifications, approve and authorize the Director of Public Works or her designee to execute a cooperative agreement between the County of Los Angeles and the City of Downey to participate in

the County's Traffic Signal Synchronization Program, and delegate certain responsibilities to the Director or her designee to carry out this project.

Board adoption of the enclosed resolution approves the County contribution of Highways-Through-Cities funds in the amount of \$2,906,000 to finance the Cities of Bell, Bell Gardens, Cudahy, Downey, Huntington Park, and Los Angeles jurisdictional shares of the project cost.

Sections 1680-1683 of the California Streets and Highways Code provide that the Board of Supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general county interest and that county aid shall be extended therefor.

The purpose of the cooperative agreement with the City of Downey is to formalize the roles and responsibilities associated with operation of the traffic signals upon completion of the Department of Public Works traffic signal synchronization construction projects. The City of Bell cooperative agreement was executed on December 11, 2007. The City of Bell Gardens was executed on March 30, 2007, and the City of Huntington Park was executed on May 1, 2007. The intersection involving the City of Cudahy is maintained by the City of Bell. The City of Los Angeles maintains its own traffic signal timing and therefore does not require an agreement.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Integrated Services Delivery (Goal 3). The recommended actions will help achieve these goals by providing improved traffic flow for the traveling public, which will benefit the Cities and community.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$2,000,000 to \$2,400,000. The total project cost is estimated to be \$4,276,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, materials testing, construction engineering, inspection, contract administration, change order contingency, and other County services. See the enclosed table for the share of the total project cost amongst the jurisdictional involved and their corresponding Highways-Through-Cities funding.

The project cost will be financed with \$2,979,000 in Los Angeles Metropolitan Transportation Authority Call for Projects, Proposition C Discretionary Grant funds for the Gateway Cities Traffic Signal Forum, and \$1,297,000 in County Proposition C Local Return funds. On an annual basis, the Board has established a \$2,500,000 top-of-pot allocation from the Proposition C Local Return Fund Budget for the Countywide Traffic Congestion Management Program. The \$1,297,000 will be funded from this top-of-pot allocation.

Financing for the construction of this project is included in the Proposition C Local Return Fund Fiscal Year 2016-17 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed cooperative agreement and resolution have been approved as to form by County Counsel.

This project is part of Public Works' ongoing program for transportation system management. It will be advertised in accordance with Section 20392 of the State Public Contract Code.

This project is to be completed in 180 working days. It is anticipated the work will start in January 2017 and be completed in September 2017.

The project specifications contain provisions requiring the contractor to comply with terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; the County's Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment

actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making a recommendation to award.

The plans and specifications include the contractual provisions, methods, and material requirements necessary for this project and are on file with Public Works.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Sections 15301(c) of the California Environmental Quality Act Guidelines and Class 1, Subsections (n)(x), (x)(4), (x)(7), (x)(14), and (x)(22) of the Environmental Document Reporting Procedures and Guidelines previously adopted by the Board. These exemptions provide for a new curb ramp, modification of existing traffic signal systems, establishing parking prohibition, reconstruction of curbs ramps, and maintenance of existing roadway facilities.

CONTRACTING PROCESS

This project will be contracted on an open-competitive bid basis. A recommendation for award will be made upon review of the bids. The contract will be awarded to a responsible contractor who submits the lowest responsive bid meeting the criteria established by the Board and the State Public Contract Code.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with Us" and Public Works' "Contract Opportunities" websites for upcoming bids.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business to maximize outreach.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by providing improved traffic flow thereby benefiting the Cities and community.

The Honorable Board of Supervisors
July 5, 2016
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CONCLUSION

Please return one adopted copy of this letter, with a signed copy of the resolution, to the Department of Public Works, Construction Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director of Public Works

GF:JTS:vr

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION
FLORENCE AVENUE – CENTRAL AVENUE TO I-5 FREEWAY OFF RAMP
TSM0010185

Project Funding		
Jurisdiction	Project Costs	HTC Funds
Supervisory District 1	\$1,172,000	\$ 0
Supervisory District 2	\$ 198,000	\$ 0
Bell	\$ 253,000	\$ 253,000
Bell Gardens	\$1,334,000	\$1,334,000
Cudahy	\$ 9,000	\$ 9,000
Downey	\$ 59,000	\$ 59,000
Huntington Park	\$1,250,000	\$1,250,000
Los Angeles	\$ 1,000	\$ 1,000
Total	\$4,276,000	\$2,906,000

AGREEMENT

This AGREEMENT, made and entered into by and between the CITY OF DOWNEY, 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, Bellflower Boulevard from Lakewood Boulevard to Foster Road, Paramount Boulevard from Telegraph Road to Gardendale Street, Lakewood Boulevard from Telegraph Road to Rosecrans Avenue, Telegraph Road from Paramount Boulevard to True Avenue, Florence Avenue from Old River School Road/Tecum Road to the Interstate 5 Freeway southbound on ramp/Fairford Avenue, Firestone Boulevard from Ryerson Avenue to Stewart and Gray Road/Newville Avenue, Imperial Highway from Old River School Road to Woodruff Avenue, and Woodruff Avenue from Firestone Boulevard to Foster Road (hereinafter referred to as ARTERIALS) are roadways that are or will soon become a part of the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP); and

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

WHEREAS, CITY and COUNTY have cooperated in carrying out traffic signal synchronization projects including the development and implementation of BASIC and COORDINATION TRAFFIC SIGNAL TIMING on ARTERIALS; and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes, and timing values for each permitted phase, pedestrian/vehicle intervals, and detection assignment; and

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

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

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

(1) COUNTY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within CITY'S jurisdiction.
- b. As a part of construction of individual TSSP projects to develop and implement COORDINATION TRAFFIC SIGNAL TIMING along the ARTERIALS that will improve arterial traffic conditions and traffic flow thereby saving motorists time and fuel, and improving air quality.
- c. To not alter BASIC or COORDINATION TRAFFIC SIGNAL TIMING at CITY traffic signals without prior approval from CITY. In the event that COUNTY alters BASIC or COORDINATION TRAFFIC SIGNAL TIMING at CITY traffic signals following prior approval by the CITY, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered BASIC or COORDINATION TRAFFIC SIGNAL TIMING at CITY traffic signals, CITY shall notify COUNTY in writing within thirty (30) days of the completion of COUNTY'S work on the CITY traffic signals. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing alterations performed by COUNTY.
- d. Subsequent to CITY'S approval in Section 1(c) above, and upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement 76991 (or whichever General Service Agreement between the CITY and COUNTY, or equivalent agreement between the CITY and COUNTY, is in effect) to review, observe and, if necessary, recommend revisions to and/or modify BASIC and/or COORDINATION TRAFFIC SIGNAL TIMING at CITY traffic signals. If revisions are required, COUNTY will provide CITY with updated signal timing sheets to enable CITY to maintain a current copy.

(2) CITY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining the traffic signals within CITY'S jurisdiction.
- b. To be solely responsible for maintaining the BASIC TRAFFIC SIGNAL TIMING for the intersections within the jurisdictional boundary of CITY.

- c. To inform COUNTY of any changes made to the BASIC TRAFFIC SIGNAL TIMING and/or COORDINATION TRAFFIC SIGNAL TIMING that may impact the coordination of CITY traffic signals.
- d. To maintain the COORDINATION TRAFFIC SIGNAL TIMING along ARTERIALS to promote coordinated traffic operations and multi-jurisdictional cooperation and improve arterial traffic conditions and to make the COUNTY aware of any changes implemented to the COORDINATION TRAFFIC SIGNAL TIMING that may impact the coordination of the traffic signals along the ARTERIALS.
- e. If CITY believes COUNTY improperly or negligently revised CITY traffic signal pursuant to Section 1(c) hereinabove, CITY shall notify COUNTY in writing within thirty (30) days of the completion of COUNTY'S work on the CITY traffic signals. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing revisions performed by COUNTY.
- f. To inform the COUNTY of new traffic signal installations and any traffic signal modifications, which would affect the COORDINATION TRAFFIC SIGNAL TIMING.
- g. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense all improvements constructed through individual TSSP projects within CITY'S JURISDICTION, including the BASIC and COORDINATION TRAFFIC SIGNAL TIMING on ARTERIALS that supports coordination timing and optimum synchronization of traffic signals on ARTERIALS.
- h. If CITY desires COUNTY to observe, recommend revisions to, and/or modify the traffic signal timing at CITY traffic signals, to submit to COUNTY a Service Request pursuant to the terms and conditions of the County/City General Service Agreement 76991 (or whichever General Service Agreement between the CITY and COUNTY, or equivalent agreement between the CITY and COUNTY, is in effect).
- i. To ensure the traffic signal timing sheets located in the cabinet for CITY traffic signals at each intersection contain the most recently installed version of the BASIC and COORDINATION TRAFFIC SIGNAL TIMING and accurately reflect all changes made to CITY traffic signals.

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

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

- b. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining CITY traffic signals.
- c. The term of this AGREEMENT shall commence on the date it is approved by the last of CITY and COUNTY and shall continue until any party terminates it upon thirty (30) days prior written notice to the other party.
- d. Any additions, deletions, or modifications to this AGREEMENT shall be approved by the governing bodies of CITY and COUNTY, or their designees.
- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Mohammad Mostahkami
Director of Public Works
City of Downey
11111 Brookshire Avenue
Downey, CA 90241

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- f. CITY and COUNTY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. CITY and COUNTY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- g. In the event that a claim or lawsuit is brought against CITY and COUNTY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, CITY and COUNTY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the CITY and COUNTY, through their respective agents if appropriate, shall promptly investigate the matter.

CITY and COUNTY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.

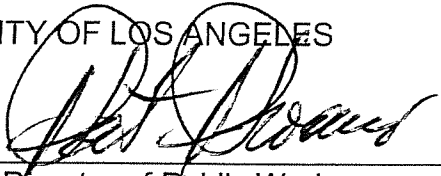
- h. In the event that CITY and COUNTY cannot agree regarding a joint defense or a tender of defense and indemnification, CITY and COUNTY agree to meet and confer promptly with respect to (1) entering into a tolling agreement with respect to any claims they may have against each other, and (2) submitting to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral selected by a fair process. CITY and COUNTY agree to meet and confer as set forth in the preceding sentence prior to presenting claims or filing cross-complaints for indemnity against each other. CITY and COUNTY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for CITY and COUNTY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.
- i. Neither COUNTY nor any officer, supervisor, agent, or employee of COUNTY will be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. Pursuant to Government Code Section 895.4, CITY will defend, indemnify, and hold harmless COUNTY with respect to any claim or action brought by a third party for damages arising from an injury (as defined by Government Code Section 810.8) allegedly arising from any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where a third party brings a claim or action seeking damages for injury (as defined by Government Code Section 810.8) under Government Code Section 830, et seq. based on an alleged dangerous condition of property owned by or under the control of CITY, CITY will defend, indemnify, and hold harmless COUNTY as to such claim or action.
- j. Neither CITY nor any officer, supervisor, agent, or employee of CITY will be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. Pursuant to Government Code Section 895.4, COUNTY will defend, indemnify, and hold harmless CITY with respect to any claim or action brought by a third party for damages arising from an injury (as defined by Government Code Section 810.8) allegedly arising from 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 understood and agreed that the provisions of this AGREEMENT shall supersede and control over any inconsistent provisions in the Assumption of Liability Agreement 32375 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.
- l. This AGREEMENT constitutes the entire, final and integrated agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior negotiations, understandings, representations, warranties, and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof of this AGREEMENT.
- m. If any material provision of this AGREEMENT is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then any party shall have the right to seek restitution and rescission of the Agreement in its entirety.
- n. The parties hereto, and each of them, represent and declare that they have carefully read this AGREEMENT and know the contents thereof, and that each has signed the AGREEMENT freely and voluntarily.
- o. This AGREEMENT has been negotiated and entered into in the State of California, and shall be governed by, construed, and enforced in accordance with the internal laws of the State of California, without regard to provisions concerning choice or conflict of law.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF DOWNEY on _____, 2016, and by the COUNTY OF LOS ANGELES on _____, 2016.

COUNTY OF LOS ANGELES


By 
Director of Public Works

APPROVED AS TO FORM:

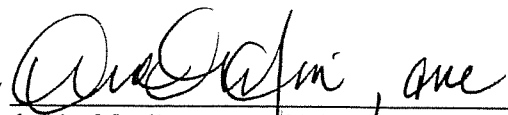
MARY C. WICKHAM
County Counsel

By _____
Deputy

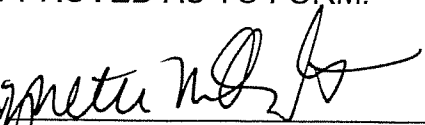
CITY OF DOWNEY

By 
Alex Saab, Mayor

ATTEST:

By 
Adria M. Jimenez, CMC, City Clerk

APPROVED AS TO FORM:

By 
Yvette M. Abich Garcia, City Attorney

RESOLUTION NO. 3970 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, TO EXTEND COUNTY AID TO THE CITIES OF BELL, BELL GARDENS, CUDAHY, DOWNEY, LOS ANGELES AND HUNTINGTON PARK FOR THE DESIGN AND CONSTRUCTION OF TRAFFIC SIGNAL SYNCHRONIZATION IMPROVEMENTS

WHEREAS, the CITIES OF BELL, BELL GARDENS, CUDAHY, DOWNEY, LOS ANGELES, AND HUNTINGTON PARK, hereinafter referred to as CITIES and the COUNTY OF LOS ANGELES, hereinafter referred to as COUNTY, desire to modify and synchronize the traffic signals along Florence Avenue from Central Avenue to I-5 Southbound Ramp/FairFord Avenue, which work is hereinafter referred to as PROJECT; and

WHEREAS, COUNTY proposes to construct PROJECT at no cost to CITIES; and

WHEREAS, the PROJECT is located and will be utilized within the jurisdictional limits of CITIES; and

WHEREAS, PROJECT is of general interest to CITIES and COUNTY; and

WHEREAS, COUNTY AND CITIES previously executed or will execute cooperative agreements which outline the roles and responsibilities associated with the PROJECT; and

WHEREAS, the total cost of PROJECT is currently estimated to be Four Million Two Hundred Seventy-Six Thousand and 00/100 Dollars (\$4,276,000.00); and

WHEREAS, sufficient funds are available from the Los Angeles County Metropolitan Transportation Authority (LACMTA) Call for Projects, Proposition C Discretionary Grant funds for the Gateway Cities Forum, and COUNTY'S Proposition C Local Return match funds; and

WHEREAS, the total PROJECT cost will be financed with Two Million Nine Hundred Seventy-Nine Thousand and 00/100 Dollars (\$2,979,000.00) in LACMTA Call for Projects, Proposition C Discretionary Grant funds for the Gateway Cities Forum and One Million Two Hundred Ninety-Seven Thousand and 00/100 Dollars (\$1,297,000.00) in Proposition C focal Return match funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) top-of-pot (TOP) allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the One Million Two Hundred Ninety-Seven Thousand and 00/100 Dollars (\$1,297,000.00) will be funded from this TOP allocation; and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within CITIES pursuant to Memorandum of Understanding (MOU) Number POOF1312 between COUNTY and LACMTA; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1683 of the California Streets and Highways Code.

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. The PROJECT is of general COUNTY interest and County aid shall be extended therefore.

SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Streets and Highways Code Sections 1680-1683, to extend aid to CITIES in the amount of Two Million Nine Hundred Six Thousand and 00/100 Dollars (\$2,906,000.00) for PROJECT from the Proposition C Discretionary Grant funds and Proposition C Local Return funds, to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

SECTION 3. The financial obligations of the COUNTY are expressly conditioned upon obtaining reimbursement from LACMTA pursuant to MOU Number POOF1312 between COUNTY and LACMTA.

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 adopted on the _____ day of _____, 2016, 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.

LORI GLASGOW
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By  _____
Deputy