



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

March 21, 2023

35 March 21, 2023

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION NOS. 3988, 3989, AND 3990 FOR HIGHWAYS THROUGH CITIES
FUNDING
ADOPT, ADVERTISE, AND AWARD
BEVERLY BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM POMONA
BOULEVARD TO PICKERING AVENUE
PROJECT ID NO. TSM0010262
IN THE CITIES OF MONTEBELLO, PICO RIVERA, AND WHITTIER AND THE
UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
(SUPERVISORIAL DISTRICTS 1 AND 4)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt Resolution Nos. 3988, 3989, and 3990 providing Highways-Through-Cities Funds to the Cities of Montebello, Pico Rivera, and Whittier; authorize the Director of Public Works or his designee to execute Funding Cooperative Agreements between the County of Los Angeles and the Cities of Montebello, Pico Rivera, and Whittier to include city contributions to the project; and to procure a construction contract for the Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue Project in the Cities of Montebello, Pico Rivera, and Whittier and in the unincorporated community of East Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

BIDS: April 18, 2023 at 11:00 a.m.

2. Adopt Resolution Nos. 3988, 3989, and 3990 finding that the modification and synchronization of traffic signals in the Cities of Montebello, Pico Rivera, and Whittier and in the unincorporated community of East Los Angeles is of general County interest and that Los Angeles County aid in the form of Highways Through-Cities Funds in the amount of \$2,289,500 shall be provided to the Cities of Montebello, Pico Rivera, and Whittier.
3. Approve and authorize the Director of Public Works or his designee to sign Funding Cooperative Agreements between the County of Los Angeles and the Cities of Montebello, Pico Rivera, and Whittier to allow the cities to contribute their share of funding to the Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue Project. The total project cost is currently estimated to be \$5,447,400 with the City of Montebello's share estimated to be \$2,596,000; the City of Pico Rivera's share estimated to be \$478,500; the City of Whittier's share estimated to be \$1,369,400; and the County's share estimated to be \$1,003,500. The Director of Public Works or his designee may execute amendments and modifications to the Funding Cooperative Agreements to incorporate necessary programmatic and administrative changes.
4. Approve the project and adopt the plans and specifications that are on file with Public Works Project Management Division III for the Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue Project at an estimated construction contract cost between \$2,400,000 and \$3,600,000.
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 that are to be received before 11 a.m. on April 18, 2023, in accordance with the Notice Inviting Bids.
6. Find pursuant to Public Contract Code Section 3400 (c) (2) that it is necessary to specify the designated items by specific brand name in order to match other products in use on a particular public improvement either completed or in the course of completion.
7. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
8. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$2,400,000 and \$3,600,000 or that exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
9. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) 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; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from California Environmental Quality Act (CEQA); adopt resolutions that the project is of general County interest, and that aid in the form of Highways-Through-Cities Funds in amounts of \$2,289,500 shall be provided to the Cities of Montebello, Pico Rivera, and Whittier; and authorize Public Works to execute Funding Cooperative Agreements between the County of Los Angeles and the Cities of Montebello, Pico Rivera, and Whittier to allow Public Works to construct the Beverly Boulevard Traffic Signal Synchronization Program – Pomona Boulevard to Pickering Avenue Project in the Cities of Montebello, Pico Rivera, and Whittier, and in the unincorporated community of East Los Angeles (see Enclosure A).

The project includes upgrading traffic signal equipment, pedestrian enhancements, and various other intersection safety improvements along the corridor. The project will modify and synchronize the traffic signals on Beverly Boulevard between 3rd Street/ Pomona Boulevard and Pickering Avenue.

The Highways-Through-Cities (HTC) Program is a County program that was initiated to assist cities in developing a fully coordinated arterial system throughout the County recognizing that many small cities do not have the funds to complete their portion of the County's Highway Plan. Under the HTC program, cities receive assistance for the construction of specific highway projects. The HTC Funds are allocated on a case by case basis at the discretion of the Supervisor in whose district the project is located.

Board adoption of Resolution Nos. 3988, 3989, and 3990 will approve County contributions of HTC Funds in the amount of \$1,891,500 to finance a portion of the Cities of Montebello, Pico Rivera, and Whittier's jurisdictional shares of the project cost (see Enclosure B).

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 Funding Cooperative Agreements, similar to those included in Enclosure C, will be approved as to form by County Counsel before execution and will enable the County of Los Angeles and the Cities of Montebello, Pico Rivera, and Whittier to enter into agreements for the traffic signal improvements along Beverly Boulevard from Pomona Boulevard to Pickering Avenue. It provides for the County of Los Angeles to perform the preliminary engineering and administer construction of the project with the cities and the County to finance their respective jurisdictional shares of the project cost. The cities' and County's actual costs will be based upon a final accounting after completion of the project.

It is anticipated the work will start in October 2023 and be completed in January 2025.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to manage and improve public infrastructure assets.

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 \$2,400,000 to \$3,600,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$5,447,400. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, and other County services.

The project is located in the Cities of Montebello, Pico Rivera, and Whittier and in the unincorporated community of East Los Angeles. County City Funding Cooperative Agreements will provide for the County to perform the preliminary engineering and administer the construction of the project with the Cities of Montebello, Pico Rivera, and Whittier to finance a portion of their jurisdictional shares of the project cost, estimated to be \$1,150,000, \$305,500, and \$698,900 respectively.

The project is financed with \$1,913,600 in Grant Funds received from the Los Angeles County Metropolitan Transportation Authority 2009 Call for Projects, Proposition C Discretionary Grant Funds for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI; \$400,000 in State of California Road Maintenance and Rehabilitation Account Funds allocated to the County under the Road Repair and Accountability Act of 2017 (Senate Bill 1); and \$979,400 in County Proposition C Local Return Funds.

The \$2,289,500 in HTC Funds consists of Proposition C Discretionary Grant Funds and Proposition C Local Return Funds.

The Cities of Montebello, Pico Rivera, and Whittier's jurisdictional shares of the County HTC contribution from Proposition C Discretionary Grant Funds are \$1,046,900; \$67,200; and \$475,700, respectively. The Board has established a \$2,500,000 top-of-pot annual allocation from the Proposition C Local Return Fund Budget from the Countywide Traffic Congestion Management Program. The \$979,400 in County Proposition C Local Return Funds will be funded from this top-of-pot allocation of which \$399,100; \$105,800; and \$194,800 will be used for the Cities of Montebello, Pico Rivera, and Whittier's respective shares in HTC Funds and \$279,700 for the County's share of Proposition C Local Return Funds.

Funding for this project is included in the Proposition C Local Return Fund (CN9 - Capital Assets-Infrastructure and Services and Supplies) and the Road Fund (B03 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2022-23 Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20392 of the State Public Contract Code.

Public Contract Code Section 3400 (c) (2) allows a product to be designated by specific brand name for several purposes, one of which is in order to match other products in use on a particular public improvement either completed or in the course of completion, if the awarding authority makes a finding and language is included in the Notice Inviting Bids. The Notice Inviting Bids includes language describing this finding.

A list of specific brand names and qualified purposes in accordance with the State Public Contract Code is provided in Enclosure D.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

As required by Board Policy No. 5.140, information, such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

Documents related to award of this contract will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

ENVIRONMENTAL DOCUMENTATION

The proposed traffic signal synchronization project is exempt from CEQA. The project; to install, modify, and synchronize traffic control systems/signals, and construct roadway improvements within existing road right-of-way; is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in Sections 15301 (c), 15302 (c) and 15303 (e) of the State CEQA Guidelines; Class 1 (x) Subsections 4, 7, 14, 22; Class 2 (e); and Class 3 (h) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

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 Los Angeles County" and "Do Business with Public Works" websites for open bids:

<https://www.lacounty.gov/business/doing-business-with-la-county/>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitation will be advertised through web-based and social media platforms, including Twitter.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code; Chapters 2.204, 2.205, and 2.211.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return an adopted copy of this letter and one signed copy of each resolution to Public Works, Project Management Division III.

Respectfully submitted,



MARK PESTRELLA, PE

Director

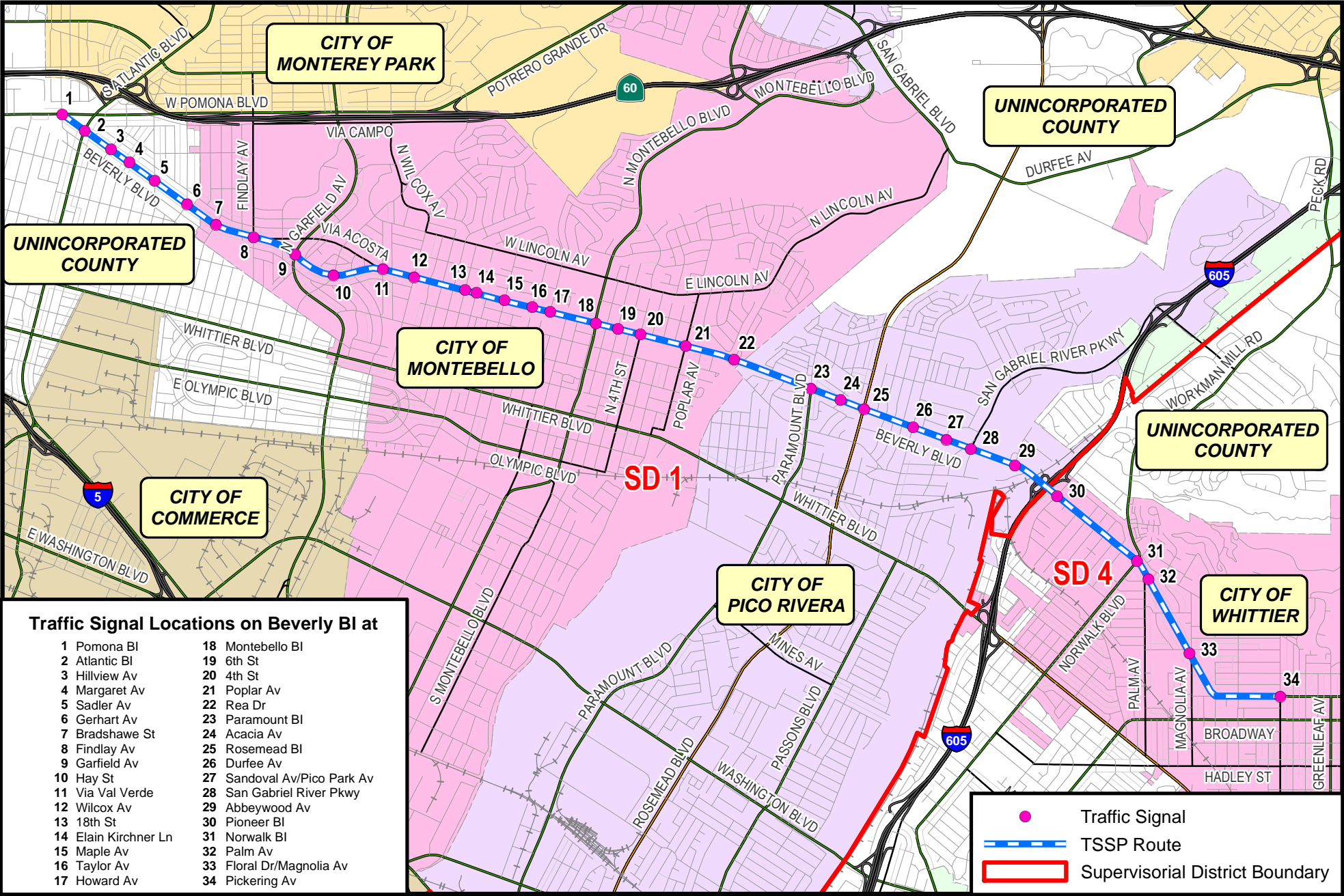
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Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide
Contract Compliance)

BEVERLY BOULEVARD - POMONA BOULEVARD TO PICKERING AVENUE
TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
PROJECT ID NO. TSM0010262

ENCLOSURE A
March 21, 2023



Data contained in this map is produced in whole or part from the Los Angeles County Public Works' digital database.

**RESOLUTION 3988 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO
THE CITY OF MONTEBELLO FOR THE PURPOSE OF
TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION**

WHEREAS, the CITY OF MONTEBELLO (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY), desire to modify and synchronize the traffic signals along Beverly Boulevard from Pomona Boulevard to Pickering Avenue, which work is (hereinafter referred to as TSSP); and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limit of CITY; and

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

WHEREAS, CITY share of the total cost of TSSP is currently estimated to be Two Million Five Hundred Ninety Six Thousand and 00/100 Dollars (\$2,596,000); and

WHEREAS, the CITY share of the TSSP cost will be financed with One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2009 Call for Projects grant funds administered by the COUNTY for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI and Three Hundred Ninety-Nine Thousand One Hundred and 00/100 Dollars (\$399,100.00) in local matching funds and One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) in City funds; and

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

WHEREAS, the local share of the cost of TSSP will be funded from this Top-of-Pot allocation; and


WHEREAS, TSSP is consistent with the scope of work for traffic improvements within the CITY pursuant to Memorandum of Understanding P000F3309 between COUNTY and METRO; and

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

The foregoing Resolution was adopted on the 21st day of March, 2023, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles



By 
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Deputy

**RESOLUTION 3989 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO
THE CITY OF PICO RIVERA FOR THE PURPOSE OF
TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION**

WHEREAS, the CITY OF PICO RIVERA (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY), desire to modify and synchronize the traffic signals along Beverly Boulevard from Pomona Boulevard to Pickering Avenue, which work is (hereinafter referred to as TSSP); and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limit of CITY; and

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

WHEREAS, CITY share of the total cost of TSSP is currently estimated to be Four Hundred Seventy-Eight Thousand Five Hundred and 00/100 Dollars (\$478,500); and

WHEREAS, the CITY share of the TSSP cost will be financed with Sixty-Seven-Thousand Two Hundred and 00/100 Dollars (\$67,200.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2009 Call for Projects grant funds administered by the COUNTY for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI and One Hundred Five Thousand Eight Hundred and 00/100 Dollars (\$105,800.00) in local matching funds and Three Hundred Five Thousand Five Hundred and 00/100 Dollars (\$305,500.00) in City funds; and

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

WHEREAS, the local share of the cost of TSSP will be funded from this Top-of-Pot allocation; and


WHEREAS, TSSP is consistent with the scope of work for traffic improvements within the CITY pursuant to Memorandum of Understanding P000F3309 between COUNTY and METRO; and

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

The foregoing Resolution was adopted on the 21st day of March, 2023, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles



By 
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Deputy

**RESOLUTION 3990 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO
THE CITY OF WHITTIER FOR THE PURPOSE OF
TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION**

WHEREAS, the CITY OF WHITTIER (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY), desire to modify and synchronize the traffic signals along Beverly Boulevard from Pomona Boulevard to Pickering Avenue, which work is (hereinafter referred to as TSSP); and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limit of CITY; and

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

WHEREAS, CITY share of the total cost of TSSP is currently estimated to be One Million three Hundred Sixty-Nine Thousand Four Hundred and 00/100 Dollars (\$1,369,400); and

WHEREAS, the CITY share of the TSSP cost will be financed with Four Hundred Seventy Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2009 Call for Projects grant funds administered by the COUNTY for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI and One Hundred Ninety-Four Thousand Eight Hundred and 00/100 Dollars (\$194,800.00) in local matching funds and Six Hundred Ninety Eight Thousand Nine Hundred and 00/100 Dollars (\$698,900.00) in City funds; and

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

WHEREAS, the local share of the cost of TSSP will be funded from this Top-of-Pot allocation; and

WHEREAS, TSSP is consistent with the scope of work for traffic improvements within the CITY pursuant to Memorandum of Understanding P000F3309 between COUNTY and METRO; and

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

SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Sections 1680-1684 of the California Streets and Highways Code, to extend aid to the CITY in the amount of Six Hundred Seventy Thousand Five Hundred and 00/100 Dollars (\$670,500.00) for the TSSP from the Proposition C Local Return Fund, to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

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.

[illegible]

ENCLOSURE B
March 21, 2023

The foregoing Resolution was adopted on the 21st day of March, 2023, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles



By *Maria Olejda*
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By *Deputy*
Ron Linda Cruz

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MONTEBELLO, 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):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow, CITY, the City of Pico Rivera, the City of Whittier, and COUNTY desire to modify and synchronize the traffic signals along Beverly Boulevard between Pomona Boulevard to Pickering Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Pico Rivera, the City of Whittier, and COUNTY, and separate agreements between the City of Pico Rivera and COUNTY and the City of Whittier and COUNTY are being executed covering the portions of PROJECT within the City of Pico Rivera's and the City of Whittier's jurisdictions; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Pico Rivera, the City of Whittier, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Pico Rivera, the City of Whittier, and COUNTY; and

WHEREAS, CITY and COUNTY previously executed an Agreement on May 13, 2008, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on February 26, 2018, entered into an amended Memorandum of Understanding No. P00F3309 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F3309 to finance a portion of COST OF PROJECT; and

ENCLOSURE C
March 21, 2023

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Five Million Four Hundred Forty-Seven Thousand Four Hundred Dollars (\$5,447,400.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Nine Hundred Thirteen Thousand Six Hundred Dollars (\$1,913,600.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be, One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900) towards CITY's jurisdictional share, Three Hundred Twenty-Three Thousand Eight Hundred and 00/100 Dollars (\$323,800.00) towards COUNTY's jurisdictional share, Sixty-Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00) towards the City of Pico Rivera's jurisdictional share, and Four Hundred Seventy-Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) towards City of Whittier's jurisdictional share; and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be Two Million Five Hundred Ninety-Six Thousand and 00/100 Dollars (\$2,596,000.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900) and contributing other CITY funds to a maximum of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute Three Hundred Ninety-Nine Thousand One Hundred and 00/100 Dollars (\$399,100.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be One Million One Hundred Fifty

Thousand and 00/100 Dollars (\$1,150,000.00).

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

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

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 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) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.

- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans 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.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.

ENCLOSURE C
March 21, 2023

- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Beverly Boulevard.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
- c. To contribute toward CITY'S share of COST OF PROJECT, currently estimated to be Three Hundred Ninety-Nine Thousand One Hundred and 00/100 Dollars (\$399,100.00).
- d. To submit an invoice to CITY in the amount of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- g. To administer the design and construction of PROJECT 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 and Memorandum of Understanding No. P00F3309 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.

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- i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
 - j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
 - k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
 - b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F3309 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
 - c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.
 - d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.

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- e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. James Enriquez
Director of Public Works
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and 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.
- l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- m. 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.

- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32070 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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ENCLOSURE C
March 21, 2023

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on _____, 2022, and by the COUNTY OF LOS ANGELES on _____, 2022.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF MONTEBELLO

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF PICO RIVERA, 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):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow, CITY, the City of Montebello, the City of Whittier, and COUNTY desire to modify and synchronize the traffic signals along Beverly Boulevard between Pomona Boulevard to Pickering Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Montebello, the City of Whittier, and COUNTY, and separate agreements between the City of Montebello and COUNTY and the City of Whittier and COUNTY are being executed covering the portions of PROJECT within the City of Montebello's and the City of Whittier's jurisdictions; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Montebello, the City of Whittier, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Montebello, the City of Whittier, and COUNTY; and

WHEREAS, CITY and COUNTY previously executed an Agreement on May 29, 2007, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on February 26, 2018, entered into an amended Memorandum of Understanding No. P00F3309 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F3309 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

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WHEREAS, the total COST OF PROJECT is currently estimated to be Five Million Four Hundred Forty-Seven Thousand Four Hundred Dollars (\$5,447,400.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Nine Hundred Thirteen Thousand Six Hundred and 00/100 Dollars (\$1,913,600.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be, Sixty-Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00) towards CITY's jurisdictional share, Three Hundred Twenty-Three Thousand Eight Hundred and 00/100 Dollars (\$323,800.00) towards COUNTY's jurisdictional share, One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900.00) towards the City of Montebello's jurisdictional share, and Four Hundred Seventy-Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) towards City of Whittier's jurisdictional share.

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be Four Hundred Seventy Eight Thousand Five Hundred and 00/100 Dollars (\$478,500.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be, Sixty-Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00) and contributing other CITY funds in the amount of Three Hundred Five Thousand Five Hundred and 00/100 Dollars (\$305,500.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute One Hundred Five Thousand Eight Hundred and 00/100 Dollars (\$105,800.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of Three Hundred Five Thousand Five Hundred and 00/100 Dollars (\$305,500.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be Four Hundred Seventy Eight Thousand Five Hundred and 00/100 Dollars (\$478,500.00);

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but

is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

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

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 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) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for

the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.

- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
 - e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans 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.
 - f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.
- (2) CITY AGREES:
- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.
 - b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of Three Hundred Five Thousand Five Hundred and 00/100 Dollars (\$305,500.00)

hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.

- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
 - d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
 - e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
 - f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
 - g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Beverly Boulevard.
- (3) COUNTY AGREES:
- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL

TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.

- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
- c. To contribute toward CITY'S share of COST OF PROJECT, currently estimated to be One Hundred Five Thousand Eight Hundred and 00/100 Dollars (\$105,800.00).
- d. To submit an invoice to CITY in the amount of Three Hundred Five Thousand Five Hundred and 00/100 Dollars (\$305,500.00) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- g. To administer the design and construction of PROJECT 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 and Memorandum of Understanding No. P00F3309 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.

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- j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
 - k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
 - b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F3309 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
 - c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.
 - d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
 - e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest

thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

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CITY: Nadia Carrasco
Assistant Engineer
City of Pico Rivera
6615 Parsons Boulevard
Pico Rivera, CA 90660-1016

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and 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.
- l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- m. 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.

- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or

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

- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32074 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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ENCLOSURE C
March 21, 2023

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PICO RIVERA on _____, 2022, and by the COUNTY OF LOS ANGELES on _____, 2022.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF PICO RIVERA

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF WHITTIER, 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):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow, CITY, the City of Montebello, the City of Pico Rivera, and COUNTY desire to modify and synchronize the traffic signals along Beverly Boulevard from Pomona Boulevard to Pickering Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Montebello, the City of Pico Rivera, and COUNTY, and separate agreements between the City of Montebello and COUNTY and the City of Pico Rivera and COUNTY are being executed covering the portions of PROJECT within the City of Montebello's and the City of Pico Rivera's jurisdictions; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Montebello, the City of Pico Rivera, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Montebello, the City of Pico Rivera, and COUNTY; and

WHEREAS, CITY and COUNTY previously executed an Agreement on November 13, 2007, which was first amended on June 2, 2020, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on February 26, 2018, entered into an amended Memorandum of Understanding No. P00F3309 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F3309 to finance a portion of COST OF PROJECT; and

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WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Five Million Four Hundred Forty-Seven Thousand Four Hundred Dollars (\$5,447,400.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Nine Hundred Thirteen Thousand Six Hundred and 00/100 Dollars (\$1,913,600.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be Four Hundred Seventy Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) towards CITY's jurisdictional share, Three Hundred Twenty-Three Thousand Eight Hundred and 00/100 Dollars (\$323,800.00) towards COUNTY's jurisdictional share, Sixty-Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00) towards the City of Pico Rivera's jurisdictional share, and One Million Forty-Six Thousand Nine Hundred and 00/100 Dollars (\$1,046,900) towards the City of Montebello's jurisdictional share; and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be One Million Three Hundred Sixty-Nine Thousand Four Hundred and 00/100 Dollars (\$1,369,400.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be Four Hundred Seventy Five Thousand Seven Hundred and 00/100 Dollars (\$475,700.00) and contributing other CITY funds to a maximum of Six Hundred Ninety-Eight Thousand Nine Hundred and 00/100 Dollars (\$698,900.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute One Hundred Ninety-Four Thousand eight Hundred and 00/100 Dollars (\$194,800.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of Six Hundred Ninety-Eight Thousand Nine Hundred and 00/100 Dollars (\$698,900.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be One Million Three Hundred Sixty-Nine Thousand Four Hundred and 00/100 Dollars (\$1,369,400.00); and

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

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

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 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) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for

the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.

- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans 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.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of Six Hundred Ninety-Eight Thousand Nine Hundred and 00/100 Dollars (\$698,900.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.

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- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Beverly Boulevard.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.

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- c. To contribute toward CITY's share of COST OF PROJECT, currently estimated to be One Hundred Ninety-Four Thousand Eight Hundred and 00/100 Dollars (\$194,800.00).
- d. To submit an invoice to CITY in the amount of Six Hundred Ninety-Eight Thousand Nine Hundred and 00/100 Dollars (\$698,900.00) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- g. To administer the design and construction of PROJECT 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 and Memorandum of Understanding No. P00F3309 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
- j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
- k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.

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

- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
- b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F3309 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
- c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.
- d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
- e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

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- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Michelle Chapman
Senior Civil Engineer
City of Whittier
13230 Penn Street
Whittier, CA 90302

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and 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.

- l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- m. 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.
- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

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- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32044 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

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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 WHITTIER on _____, 2022, and by the COUNTY OF LOS ANGELES on _____, 2022.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF WHITTIER

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

PROJECT NAME: BEVERLY BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
POMONA BOULEVARD TO PICKERING AVENUE

PROJECT ID NO.: TSM0010262

List of specific brand names in accordance with State Public Contract Code Section 3400:

	<u>Item/Category</u>	<u>Manufacturer</u>	<u>Model</u>	<u>PCC 3400 Justification*</u>	<u>Detailed Justification</u>
1	Traffic Signal Controller Software	Fourth Dimension Traffic	D4 Firmware (version 1.5L- 39)	(2)	D4 firmware in the 2070 Advanced Traffic Controller is necessary to maintain compatibility with the current traffic control system used in Public Works' Traffic Management Center.
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*(1) In order that a field test or experiment may be made to determine the product's suitability for future use. (2) In order to match other products in use on a particular public improvement either completed or in the course of completion. (3) In order to obtain a necessary item that is only available from one source. (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. (B) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.