

Council Meeting of
October 14, 2008

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Public Works – Approval of Agreement with the County of Los Angeles for the operation and maintenance of traffic signal systems.
Expenditure: Not applicable.**

RECOMMENDATION

Recommendation of the Public Works Director that City Council approve an Agreement between the County of Los Angeles and the City documenting the roles and responsibilities of each Agency with respect to traffic signal systems.

Funding

Not applicable.

BACKGROUND AND ANALYSIS

In the recent past, Los Angeles County's Department of Public Works (LACDPW) has cooperatively worked with the City of Torrance to implement traffic signal synchronization projects on our arterial streets (Torrance Boulevard, Madrona Avenue/Prairie Avenue, Artesia Boulevard, Carson Street, 190th Street, Sepulveda Boulevard and Lomita Boulevard). Although the project is entirely funded and managed by LACDPW, the proposed improvements are reviewed and approved by Public Works staff prior to implementation. The improvements are made to traffic signals that are exclusively owned and maintained by the City. After LACDPW completes the improvements, the City is responsible for implementation and maintaining/updating the new traffic signal equipment, phasing, timing and synchronization, as necessary. These projects improve traffic circulation throughout the city and help to reduce travel delays.

In order to establish the roles and responsibilities that are currently practiced by LACDPW and the City of Torrance for these traffic signal synchronization projects, a proposed Agreement was prepared. The proposed Agreement, however, does not alter current roles and responsibilities for operating and maintaining the traffic signals and signal systems both before and after construction of the traffic signal synchronization projects.

Staff and the City Attorney have reviewed the proposed Agreement and have no objections or concerns. Therefore, the Public Works Director recommends approval of the proposed Agreement.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Craig Bilezerian
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachment: A. TSSP Cooperative Agreement with Los Angeles County Department of Public Works

A G R E E M E N T

This AGREEMENT, made and entered into by and between the CITY OF TORRANCE, 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, Sepulveda Boulevard from Palos Verdes Boulevard to Western Avenue, Artesia Boulevard from Hawthorne Boulevard to Western Avenue, Carson Street from Hawthorne Boulevard to Western Avenue, Lomita Boulevard from Hawthorne Boulevard to Crenshaw Boulevard, Prairie Avenue/Madrona Avenue from Artesia Boulevard to Sepulveda Boulevard, 190th Street from Beryl Street to Western Avenue, Torrance Boulevard from Wendy Drive to Western Avenue, and Hawthorne Boulevard from 244th Street to Rolling Hills 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;

WHEREAS, CITY and COUNTY have previously cooperated, in carrying out traffic signal synchronization projects on ARTERIALS; and

WHEREAS, COUNTY and CITY 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) 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 responsible for maintaining the basic traffic signal timing for the intersections within the jurisdictional boundary of CITY.
- c. To maintain the traffic signal coordination timing along ARTERIALS to promote coordinated traffic operations, multi jurisdictional cooperation and improve arterial traffic conditions and to make the COUNTY aware of any changes implemented to the coordination timing that may impact the coordination of the traffic signals along the ARTERIALS.

- d. 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 timing of traffic signals on ARTERIALS that supports coordination timing and optimum synchronization of traffic signals on ARTERIALS.
- e. To cooperate with COUNTY and provide requested information in a reasonable and timely fashion in connection with COUNTY's preparation of an annual report for the MTA as referred to in Paragraph (2)c. below.

(2) 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 the traffic signal coordination timing along the ARTERIALS that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.
- c. To file routine reports with the MTA on the efficiency of these Traffic Signal Synchronization Projects by compiling an operational status from individual cities along the ARTERIALS.

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

- a. This AGREEMENT does not constitute any financial commitment between the CITY and COUNTY.
- b. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- c. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Robert J. Beste
Public Works Director
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503

COUNTY: Mr. William J. Winter
Assistant Deputy Director
Traffic and Lighting Division
County of Los Angeles, Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- d. 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.

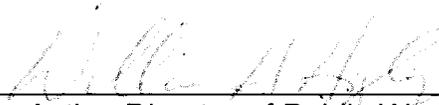
- e. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under 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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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF TORRANCE on _____, 2008, and by the COUNTY OF LOS ANGELES on June 24, 2008.

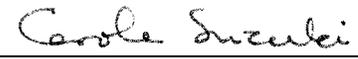
ATTEST:

COUNTY OF LOS ANGELES

By 
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

CITY OF TORRANCE

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney