

## AGREEMENT

This AGREEMENT is made and entered into by and between the CITY OF BELL, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, on October 19, 2004, COUNTY entered into an agreement with Kimley-Horn and Associates, Inc., for procurement of a traffic control system (KITS Agreement); and

WHEREAS, the traffic control system is known as the Kimley-Horn Integrated Transportation System (hereinafter referred to as KITS); and

WHEREAS, CITY has indicated their desire to connect their traffic signals to the COUNTY'S KITS; and

WHEREAS, on September 18, 2007, COUNTY executed an Amendment with Systems Analysis and Integration, Inc., for the expansion of a wireless communication system (hereinafter referred to as WIRELESS COMMUNICATION); and

WHEREAS, COUNTY'S agreement for WIRELESS COMMUNICATION includes a provision for placement at specified CITY TRAFFIC SIGNALS as denoted in Attachment A; and

WHEREAS, use of KITS requires that a communication link be established between a remote location and the CITY'S traffic signals listed in Attachment A (hereinafter referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, a KITS workstation or alternatively remote access to KITS via the KITS Virtual Private Network is required in order for CITY to monitor and control their TRAFFIC SIGNALS from a remote location (hereinafter referred to as ACCESS); 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 has developed LACO-4E traffic signal controller firmware to enable basic traffic signal timing and coordination traffic signal timing for traffic signals connected to KITS; and

WHEREAS, COUNTY will install LACO-4E at CITY TRAFFIC SIGNALS listed in Attachment A; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to connecting CITY TRAFFIC SIGNALS to KITS.

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

(1) COUNTY AGREES:

- a. To convert and install LACO4-E basic traffic signal timing and coordination traffic signal timing at CITY TRAFFIC SIGNALS to enable operations with KITS at no cost to CITY.
- b. To install WIRELESS COMMUNICATION at CITY TRAFFIC SIGNALS at no cost to CITY, unless another form of communication is denoted on Attachment A.
- c. To provide ACCESS to CITY for their use to monitor and control CITY TRAFFIC SIGNALS with the installation to be completed at no cost to CITY.
- d. To not alter basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS without prior written approval from CITY. In the event that COUNTY alters basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS following prior written approval by the City, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS, CITY shall notify COUNTY in writing within ninety (90) days after discovery of such problems. If City notifies COUNTY of its objection to the modifications, then COUNTY shall as soon as reasonably possible work with CITY to correct such modifications at COUNTY'S sole cost and expense.
- e. Subsequent to completion of the work specified in Section 1(d) above, and upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement 77547 (or whichever General Service Agreement between the COUNTY and CITY,

or equivalent agreement between the COUNTY and CITY, is in effect) (GSA Agreement), to review, observe, and if necessary, recommend revisions to and modify basic traffic signal timing and coordination traffic signal timing at CITY TRAFFIC SIGNALS. Upon approval from CITY, to download basic and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS from COUNTY's KITS workstation to improve traffic signal operations. If revisions are required, COUNTY will provide CITY with updated traffic signal timing sheets to enable CITY to maintain a current copy.

(2) CITY AGREES:

- a. To maintain the basic traffic signal timing and the coordination traffic signal timing for CITY TRAFFIC SIGNALS to promote coordinated traffic operations, multi-jurisdictional cooperation, and improve arterial traffic conditions.
- b. To inform the COUNTY of any material changes implemented to the basic traffic signal timing and coordination traffic signal timing that may impact the coordination of CITY TRAFFIC SIGNALS.
- c. If CITY believes COUNTY improperly or negligently revised CITY TRAFFIC SIGNALS pursuant to Section 1(d) hereinabove, CITY shall notify COUNTY in the time and manner specified in Section 1(d).
- d. To inform the COUNTY of new traffic signal installations and any traffic signal modifications, which would materially affect coordination of traffic signal timing.
- e. To accept ownership of, and to maintain in good condition, at CITY expense excepting manufacturer defects or damage caused by the COUNTY, WIRELESS COMMUNICATION (or other communication if denoted on Attachment A) that is installed at CITY TRAFFIC SIGNALS.
- f. To maintain ACCESS at CITY expense. CITY shall have the right to use its own computers or otherwise purchase any required computer.
- g. If requested by COUNTY, to issue a Service Request for payment of its pro rata share for participation in KITS pursuant to this Agreement and pursuant to the GSA Agreement, in order that CITY reimburse COUNTY for the annual costs incurred by COUNTY to operate and maintain CITY TRAFFIC SIGNALS on the COUNTY'S KITS system. As of the date of this Agreement, the annual cost for the KITS system for CITY is no more than Two Thousand and 00/100 Dollars (\$2,000). Said annual cost allocated to CITY shall not increase by more than 10 percent (10%) of the actual annual costs until

forty-five (45) days after COUNTY has provided written notice of the estimated increase amount to CITY.

- h. If CITY desires COUNTY to observe, recommend revisions to, and modify the traffic signal timing at CITY TRAFFIC SIGNALS, to submit to COUNTY a Service Request pursuant to the GSA Agreement.
- i. To ensure the traffic signal timing sheets located in the cabinet for CITY TRAFFIC SIGNALS at each intersection to verify such sheets accurately reflect the most recently installed traffic signal timing changes made to CITY TRAFFIC SIGNALS.
- j. To allow COUNTY to remotely monitor the operation of CITY TRAFFIC SIGNALS.
- k. To use reasonable efforts to obtain and grant to COUNTY any necessary temporary access within City of Bell for installation of WIRELESS COMMUNICATION on CITY owned property at no cost to COUNTY within forty-five (45) days of written request from COUNTY specifying in reasonable detail the location and reason for the requested access. If CITY is not able to obtain such access, CITY shall notify COUNTY in writing.
- l. To issue COUNTY a no-fee permit(s) authorizing COUNTY to install WIRELESS COMMUNICATION within CITY highway access for the purpose of allowing COUNTY to remotely monitor the operations of CITY TRAFFIC SIGNALS.

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

- a. The terms and provisions of the GSA Agreement regarding the COUNTY'S and CITY'S roles and responsibilities in carrying out traffic signal synchronization projects shall remain in full force and effect. In the event of a conflict between the GSA Agreement and this Agreement, the terms of this Agreement shall control.
- b. Nothing in this AGREEMENT shall be construed to make CITY a party to or have any liability under the KITS Agreement.
- c. Nothing in this AGREEMENT shall be construed as changing the sole right of CITY to control, operate, and maintain CITY TRAFFIC SIGNALS. COUNTY shall have no rights regarding same except as specifically authorized by CITY in writing in accordance with the terms of this Agreement.

- d. CITY shall be responsible for detecting and correcting malfunctions of CITY TRAFFIC SIGNALS solely caused by the CITY. COUNTY shall not be required to notify CITY of or correct any traffic signal malfunctions detected by KITS unless same were caused by COUNTY.
- e. The term of this AGREEMENT shall commence on the date it is approved by both the Board of Supervisors and City Council of the City of Bell and shall continue until either party terminates it upon thirty (30) days' prior written notice to the other party.
- f. Any additions, deletions, or modifications to this AGREEMENT must be in writing and approved by the governing bodies of CITY and COUNTY, or their designees.
- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

**CITY:**

Mr. Terry Rodrigue  
 City Engineer  
 City of Bell  
 6330 Pine Avenue  
 Bell, CA 90201-1291

**WITH COPY TO:**

City of Bell  
 6330 Pine Avenue  
 Bell, CA 90201-1291  
 Attention City Attorney

**COUNTY:**

Mr. Dean R. Lehman  
 Assistant Deputy Director  
 Traffic and Lighting Division  
 County of Los Angeles  
 Department of Public Works  
 P.O. Box 1460  
 Alhambra, CA 91802-1460

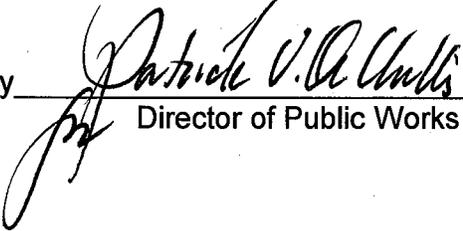
- h. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuits arising from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

- i. In the event that a claim or 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.
- j. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to: (1) entering into a tolling agreement with respect to any claims they may have against each other, and (2) submitting to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral mutually agreed upon by COUNTY and CITY. COUNTY and CITY agree to meet and confer as set forth in the preceding sentence prior to presenting claims or filing cross-complaints for indemnity against each other. COUNTY and CITY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for COUNTY and CITY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.
- k. Neither COUNTY nor any officer, supervisor, agent, or employee of COUNTY will be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. Pursuant to Government Code, Section 895.4, CITY will defend, indemnify, and hold harmless COUNTY with respect to any claim or action brought by a third party for damages arising from an injury (as defined by Government Code, Section 810.8) allegedly arising from any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where a third party brings a claim or action seeking damages for injury (as defined by Government Code, Section 810.8) under Government Code Section 830, et seq., based on an alleged dangerous condition of property owned by or under the control of CITY, CITY will defend, indemnify, and hold harmless COUNTY as to such claim or action unless the alleged dangerous condition was caused by County.
- l. Neither CITY nor any officer, supervisor, agent, or employee of CITY will be responsible for any damage or liability occurring by reason of any act or



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF BELL on July 21, 2015, and by the COUNTY OF LOS ANGELES on August 5, 2015.

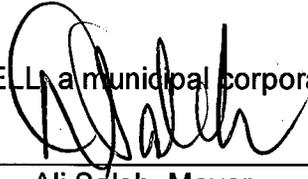
COUNTY OF LOS ANGELES

By   
Director of Public Works

APPROVED AS TO FORM:

MARY WICKHAM  
Interim County Counsel

By   
Deputy

CITY OF BELL, a municipal corporation  
By   
Ali Saleh, Mayor

ATTEST:

By   
Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

By   
David J. Aleshire, City Attorney

**ATTACHMENT A**

<p align="center"><b>CITY OF BELL</b></p> <p align="center">City Hall: 6330 Pine Avenue, 90201</p> <p align="center">Central System Location: 900 South Fremont Ave, Alhambra, 91803</p>		
<b>Number</b>	<b>Arterial Street Name</b>	<b>Cross Street Name</b>
1	Atlantic Avenue	Bell Avenue & Brompton Avenue
2	Atlantic Avenue	Bell Place
3	Atlantic Avenue	Florence Avenue
4	Atlantic Avenue	Shopping Center Drive
5	Atlantic Boulevard	Randolph Street
6	Bandini Boulevard	Eastern Avenue
7	Bandini Boulevard	Amelia Earhart Way
8	Florence Avenue	Bear Avenue
9	Florence Avenue	Crafton Avenue
10	Florence Avenue	Flora Avenue
11	Florence Avenue	Otis Avenue
12	Florence Avenue	Vinevale Avenue
13	Florence Avenue	Walker Avenue
14	Florence Avenue	Wilcox Avenue
15	Gage Avenue	Atlantic Avenue
16	Gage Avenue	Bear Avenue
17	Gage Avenue	Gifford Avenue
18	Gage Avenue	Heliotrope Avenue
19	Gage Avenue	Maywood Avenue
20	Gage Avenue	Orchard Avenue
21	Gage Avenue	Otis Avenue
22	Gage Avenue	Pine Avenue
23	Gage Avenue	Prospect Avenue
24	Gage Avenue	Walker Avenue North & South
25	Gage Avenue	Wilcox Avenue