

AGREEMENT TYPE:	Cooperative Agreement
DESCRIPTION:	Signal Synchronization Agreement between two agencies to develop Corridor improvements with the ultimate goal of synchronizing traffic signals between the two jurisdictions.
SOURCE:	Los Angeles County Department of Public Works
INTENT OF THE SOURCE AGREEMENT:	An agreement to govern the roles and responsibilities of the County and Cities participating in the Los Angeles County Traffic Signal Synchronization Program.
PARTIES TO THE SOURCE AGREEMENT:	Los Angeles County Department of Public Works and the City of Gardena.
CONTACTS:	Los Angeles County: Jane White 626-300-2020 JWHITE@ladpw.org No city contact information.
OTHER NOTES:	This was a draft agreement that had not yet been fully finalized and executed.
POTENTIAL USES IN THE CENTRAL COAST REGION:	<ul style="list-style-type: none"> • An agreement between local agencies to synchronize traffic signals along a given corridor. • An agreement between a local agency and Caltrans to synchronize traffic signals along a given corridor.

**AGREEMENT TEMPLATE AS PRESENTED TO
THE CENTRAL COAST REGION**

(revised based on comments received at June 16, 2006 project stakeholder meeting)

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF GOLETA, a municipal corporation in the County of Santa Barbara, hereinafter referred to as "GOLETA," and the CITY OF SANTA BARBARA, a municipal corporation in the County of Santa Barbara, hereinafter referred to as "SANTA BARBARA":

W I T N E S S E T H

WHEREAS, the HOLLISTER AVENUE / STATE STREET CORRIDOR, hereinafter referred to as CORRIDOR, are roadways that are or will soon become a part of the County's Traffic Signal Synchronization Program (hereinafter referred to as "TSSP"),

WHEREAS, to assist in the traffic flow, GOLETA and SANTA BARBARA desire to modify and synchronize the traffic signals in the CORRIDOR, which work is hereinafter referred to as PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, traffic detour, and final signing and striping for PROJECT, as more fully set forth herein; and

WHEREAS, GOLETA and SANTA BARBARA are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems in the CORRIDOR;

WHEREAS, GOLETA and SANTA BARBARA have previously cooperated, in carrying out traffic signal synchronization projects in the CORRIDOR; and

WHEREAS, the construction of Traffic Signal Synchronization improvements in the CORRIDOR are consistent with the scope of work for traffic improvements within GOLETA and SANTA BARBARA pursuant to the TSSP; and

WHEREAS, GOLETA and SANTA BARBARA have secured and obtained grant funds from the Santa Barbara County Association of Governments (SBCAG) and will provide matching funds to finance the Traffic Signal Synchronization improvements;

WHEREAS, GOLETA and SANTA BARBARA desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the PROJECT and the TSSP.

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

(1) GOLETA 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 GOLETA.
- c. To maintain the traffic signal coordination timing along CORRIDOR to promote coordinated traffic operations, multi-jurisdictional cooperation and improve arterial traffic conditions and to make the SANTA BARBARA aware of any changes implemented to the coordination timing that may impact the coordination of the traffic signals along the CORRIDOR
- d. Upon completion of PROJECT to accept full and complete ownership of, and responsibility for, the PROJECT and to maintain in good condition and at GOLETA'S expense all improvements constructed as part of PROJECT within GOLETA'S JURISDICTION, including the timing of traffic signals on CORRIDOR that supports coordination timing and optimum synchronization of traffic signals on CORRIDOR.
- e. To provide requisite temporary right of way and permits to SANTA BARBARA and/or SANTA BARBARA'S agents without fee as necessary to construct PROJECT.
- f. To cooperate with SANTA BARBARA and provide requested information in a reasonable and timely fashion in connection with SANTA BARBARA'S preparation of the annual report for SBCAG as referred to in Paragraph (2)c. below.

(2) SANTA BARBARA 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 SANTA BARBARA'S jurisdiction.
- b. To develop and implement the traffic signal basic and coordination timing along the CORRIDOR that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.
- c. To file an annual report with the SBCAG on the efficiency of these Traffic Signal Synchronization Projects by compiling status from GOLETA and SANTA BARBARA along the CORRIDOR.
- d. To perform or cause to be performed preliminary engineering, contract

administration, construction inspection and engineering, utility engineering and relocation, equipment and system testing, traffic signal timing, traffic detour, and final signing and striping of PROJECT.

- e. To administer the design and construction of PROJECT in accordance with all regulations and requirements of SBCAG relating to the expenditure of TSSP Funds between SANTA BARBARA and the SBCAG.
- f. To ensure that GOLETA and all officers and employees of GOLETA are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.

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

- a. This AGREEMENT does not constitute any financial commitment between the GOLETA and SANTA BARBARA.
- b. The term of this AGREEMENT shall commence on the date it is approved by the RESPECTIVE City Council's of GOLETA and SANTA BARBARA and shall continue until either 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:

**GOLETA Mr. C. Engineer
 City Engineer
 City of Goleta
 130 Cremona Dr, Suite B
 Goleta, CA 93117-5514
 805-961-7500**

**SANTA BARBARA:
 Ms. P. W. Director
 Public Works Director
 City of Santa Barbara
 735 Anacapa St
 Santa Barbara, CA
 805-963-0611**

- d. Neither SANTA BARBARA nor any officer or employee of SANTA BARBARA shall be responsible for any damage or liability occurring by reason of any act

or omission on the part of GOLETA under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of GOLETA under this AGREEMENT. It is also understood and agreed that, pursuant to _____ **[insert proper legal reference(s), as appropriate]**, GOLETA shall fully indemnify, defend, and hold SANTA BARBARA harmless from any liability imposed for injury (as defined by _____ **[insert proper legal reference(s), as appropriate]**) 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 GOLETA under this AGREEMENT. Where liability for injury (as defined by _____ **[insert proper legal reference(s), as appropriate]**) is sought to be imposed under _____ **[insert proper legal reference(s), as appropriate]** for a dangerous condition of property owned by or under the control of GOLETA, GOLETA shall fully defend, indemnify, and hold SANTA BARBARA harmless from any and all liability arising from such dangerous condition.

- e. Neither GOLETA nor any officer or employee of GOLETA shall be responsible for any damage or liability occurring by reason of any act or omission on the part of SANTA BARBARA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of SANTA BARBARA under this AGREEMENT. It is also understood and agreed that, pursuant to _____ **[insert proper legal reference(s), as appropriate]**, SANTA BARBARA shall fully indemnify, defend, and hold GOLETA harmless from any liability imposed for injury (as defined by _____ **[insert proper legal reference(s), as appropriate]**) occurring by reason of any act or omission on the part of SANTA BARBARA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of SANTA BARBARA under this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF GOLETA on _____, 200_, and by CITY OF SANTA BARBARA on _____, 200_.

GOLETA

By: _____

[name of person authorized to execute agreement], [title]

Approved as to form and legality:

By: _____
[name of person authorized to approve form of agreement (i.e. legal counsel)], [title]

Date: _____

RECOMMENDED BY:

[name of agency staff member (or that person's superior, as appropriate) responsible for overseeing the project on behalf of the agency], [title]

SANTA BARBARA

By: _____

[name of person authorized to execute agreement], [title]

Approved as to form and legality:

[name of person authorized to approve form of agreement (i.e. legal counsel)], [title]

Dated: _____

ATTEST

**SOURCE AGREEMENT
FROM WHICH THE TEMPLATE AGREEMENT WAS DERIVED**

A G R E E M E N T

An AGREEMENT, made and entered into by and between the CITY OF GARDENA 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, El Segundo Boulevard from Crenshaw Boulevard to Vermont Avenue; Artesia Boulevard from Western Avenue to Vermont Avenue; Western Avenue from El Segundo Boulevard to 182nd Street; and Normandie Avenue from El Segundo Boulevard to 182nd Street, 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"),

WHEREAS, to assist in the traffic flow, CITY and COUNTY desire to modify and synchronize the traffic signals along Normandie Avenue from El Segundo Boulevard to 182nd Street which work is hereinafter referred to as PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, traffic detour, and final signing and striping for PROJECT, as more fully set forth herein; 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, the construction of Traffic Signal Synchronization improvements on Normandie Avenue from El Segundo Boulevard to 182nd Street is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number P0006292 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA); and

WHEREAS, COUNTY has secured and obtained grant funds from the MTA and will provide matching funds to finance the Traffic Signal Synchronization improvements;

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

Draft

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. Upon completion of PROJECT to accept full and complete ownership of, and responsibility for, the PROJECT and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT 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 provide requisite temporary right of way and permits to COUNTY and/or COUNTY's agents without fee as necessary to construct PROJECT.
- f. To cooperate with COUNTY and provide requested information in a reasonable and timely fashion in connection with COUNTY's preparation of annual report for 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 COUNTY'S jurisdiction.
- b. To develop and implement the traffic signal basic and 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 an annual report with the MTA on the efficiency of these Traffic Signal Synchronization Projects by compiling status from individual cities along the

ARTERIALS.

- d. To perform or cause to be performed preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, equipment and system testing, traffic signal timing, traffic detour, and final signing and striping of PROJECT.
- e. To administer the design and construction of PROJECT in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P0006292 between COUNTY and the MTA.
- f. 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.

(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. _____
 Director of Public Works
 City of _____

 _____, CA 9_____

COUNTY: Mr. _____
 Attention: 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.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF _____ on _____, 200_, and by the COUNTY OF LOS ANGELES on _____, 200_.

COUNTY OF LOS ANGELES

Original

ATTEST:

By _____
Director of Public Works

By _____
DEPUTY

APPROVED AS TO FORM:
County Counsel

By _____
DEPUTY

CITY OF _____

By _____
MAYOR

ATTEST:

APPROVED AS TO FORM:

By _____
CITY CLERK

By _____
CITY ATTORNEY