

**AGREEMENT FOR MAINTENANCE OF VIDEO CAMERA SYSTEMS
IN LOS ANGELES COUNTY AT VARIOUS LOCATIONS
ALONG ROUTES 47, 110, AND 710**

THIS AGREEMENT is made and entered into in triplicate, effective this _____ day of _____, 2012, by and among the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE" and the City of Long Beach, acting by and through its Board of Harbor Commissioners, and City of Los Angeles, acting by and through its Board of Harbor Commissioners, hereinafter referred to as "CITIES", and collectively referred to as "PARTIES."

WITNESSETH:

- A. WHEREAS, on April 21, 2011, Cooperative Agreement No. 07-4882 was executed between the City of Long Beach and STATE to construct Advanced Transportation Management and Information System (ATMIS) on State Route 47, Interstate 110, and Interstate 710, hereinafter referred to as "PROJECT", and
- B. WHEREAS, in accordance with the said Agreement it was agreed that prior to or upon PROJECT completion, the City of Long Beach and STATE will enter into a maintenance Agreement.
- C. WHEREAS, the City of Long Beach is the ATMIS project lead agency; the City of Long Beach and City of Los Angeles are equal partners in the ATMIS project.
- D. WHEREAS, the PARTIES hereto mutually desire to clarify the division of "maintenance" responsibility, as defined in Section 27 of the California Streets and Highways Code, and the PARTIES' respective responsibilities as to project constructed under the Cooperative Agreement No. 07-4882.

NOW THEREFORE, IT IS AGREED:

- A. Exhibit "A", attached and hereby made part of this agreement, consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the CITIES to maintain in accordance with this Maintenance Agreement.
- B. When another planned future improvement has been constructed and/or a revision has been effected within the limits of the PROJECT area, STATE will provide a new dated and revised Exhibit "A," which will be made a part hereof by amendment to this Agreement when it is executed by all PARTIES, which will thereafter supersede the attached original Exhibit "A" and become part of this Agreement.
- C. CITIES will submit a one-time encroachment permit application for routine CITIES maintenance responsibilities as required by this Agreement and will submit individual encroachment permit applications for any substantive repair activities or modification to structures within PROJECT area, and obtain those necessary encroachment permits prior

to the start of any non-maintenance work within STATE's right of way. These permits will be issued at no cost to CITIES.

D. PARTIES will perform all the maintenance work in accordance with California laws, regulations and STATE standards. State standards include standard plans and specifications, and policies and procedures.

E. Upon completion of PROJECT, ownership and title to all materials and equipment constructed or installed for the operation and/or maintenance of the State Highway System (SHS) within SHS right of way as part of PROJECT becomes the property of STATE, except the Video Camera Systems, which will become the property of CITIES. Maintenance of the PROJECT area will be as follows:

1. VIDEO CAMERA SYSTEMS as part of the ATMIS Phase VI – Vehicle Detection Stations (VDS) and Travel Time Management Systems (TTMS):

- a) CITIES, at CITIES' expense, will maintain the video camera systems by assessing video camera lens for cleaning, adjustments and/or replacement and access junction box for testing, and by accessing camera poles, conduits, cables, and power boxes for testing, adjustments and/or replacement.
- b) CITIES' contractors will also obtain encroachment permits prior to the start of any work within STATE's right of way.
- c) STATE agrees to provide CITIES with timely written notice of unsatisfactory conditions that require correction by CITIES, and allow CITIES reasonable time (30 days) to make the corrections; provided, however, if CITIES commence work within the 30 day period and CITIES need additional time to complete said work, STATE will grant CITIES additional time to complete the work.
- d) STATE will promptly issue any encroachment permits to CITIES and their contractors at no cost to them as may be required for the performance of CITIES maintenance obligations under this Agreement.
- e) STATE may at its discretion provide maintenance service of any or all of the video camera systems at the expense of the CITIES, should the CITIES request the STATE to do so.

2. LEGAL RELATIONS AND RESPONSIBILITIES:

- a) Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- b) Neither CITIES nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, STATE and/or its agents under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save

harmless CITIES and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under this Agreement.

- c) Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITIES and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITIES under this Agreement. It is understood and agreed that CITIES shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITIES and/or its agents under this Agreement.

3. INSURANCE AND LABOR CODE:

- a) CITIES and their contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to STATE that shall be delivered to STATE with a signed copy of this Agreement.
- b) If CITIES are self-insured. CITIES agree to also deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of this Agreement.
- c) Labor Code Compliance: Prevailing Wages
If the work performed on this Project is done under contract and falls within the Labor Code Section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance, CITIES must conform to the provisions of Labor Code Sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. CITIES agree to include Prevailing Wage requirements in its contracts for public work. Works performed by CITIES own forces are exempt from the Labor Code's Prevailing Wage requirements.
- d) Prevailing Wage Requirements in Subcontracts
CITIES shall require its contractors to include Prevailing Wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1). Subcontracts shall include all Prevailing Wage requirements set forth in CITIES contracts.

4. EFFECTIVE DATE:

This Agreement shall be effective after execution by the PARTIES and all required approvals of said documents by CITIES' respective Board of Harbor Commissioners, and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause, 30 days after issuing written notice and reasonable time and opportunity to cure has passed as provided in Section E(1)(c). It is understood and agreed, however, that the execution of this Maintenance Agreement shall not affect any pre-existing obligations of CITIES to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which CITIES have agreed to maintain under separate Agreement have been completed.

The PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

**CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners**

DEPARTMENT OF TRANSPORTATION

BY _____
J. Christopher Lytle
Executive Director

BY _____
Deputy District Director
Maintenance, District 7

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY _____
Robert E. Shannon
City Attorney

BY _____
Legal Attorney
Department of Transportation

**CITY OF LOS ANGELES, acting by and
through its Board of Harbor Commissioners**

BY _____
Geraldine Knatz
Executive Director

ATTEST: _____
Korla G. Tondreault
Board Secretary

APPROVED AS TO FORM AND LEGALITY

BY _____ 2012
CARMEN A. TRUTANICH, CITY ATTORNEY
Thomas A. Russell, General Counsel

BY _____
Estelle M. Braaf, Deputy