








DOCUMENT ROUTING AND APPROVAL FORM

Requires Council Approval: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Meeting Date: 1/19/21	Requires Vendor Set-up: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If no, Vendor Number:
Director Level Approval: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Site Authority: City Council	Provide summary of agreement below: <small>Authorize an Agreement between the City of Goleta and the County of Santa Barbara for Electronic Traffic Control Device Maintenance with a termination date of December 31, 2025 at a cost of \$240,000 per year, increasing annually by the Consumer Price Index (CPI).</small>
Document Name and Type: Electronic Traffic Control Device Maintenance	Project Name: Electronic Traffic Control Device Maintenance
Vendor Name: County of Santa Barbara Contact Person: Gary Smart Address: 123 East Anapamu Street Santa Barbara CA 931 Phone Number: (805)568-3308 Email Address: GSmart@cosbpw.net Business License Number:	City Project Manager: Derek Rapp Contact Number: (805) 770-0205 Email Address: Derek.Rapp@stantec.com Staff Routing Agreement: Imelda Martin Contact Number: 818.370.2057 Email Address: Imartin@cityofgoleta.org
AMOUNT NOT TO EXCEED: \$240,000 per year, increasing annually by the Consumer Price Index (CPI).	ON CALL SERVICES? : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> COUNCIL APPROPRIATION NEEDED : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small>

ROUTING PROCESS	DESCRIPTION	DATE	INITIAL
Department Head Initiation	Authority to initiate agreement	DS 	1/26/2021
Risk Manager	Staff to initiate review of insurance provision in agreement	DS 	1/27/2021
City Attorney	Contract review/Approve as form		1/27/2021
Finance Director, Purchasing Officer	Funding Methods Approved/ Authorized, Purchase Requisition reviewed. Requisition Number: 21PW020	DS 	1/28/2021
Vendor	Staff sends agreement to vendor via DocuSign for electronic signature and requests Insurance documents.		
Staff (DocuSign User)	Staff receives electronically signed agreement and insurance documents from vendor.		
Risk Manager	Risk Manafement shall rate Insurance and provide documents to Project Manager upon approval	DS 	1/27/2021
City Manager	City Manager will approve and sign the agreement.	DS 	1/28/2021
City Clerk	City Clerk will approve and sign the agreement.		2/3/2021
Vendor	Staff will assign the vendor to receive a fully executed copy of the agreement via DocuSign.		

PLEASE RETURN SIGNED DOCUMENTS TO THE CITY CLERK'S OFFICE

BELOW FOR CITY CLERK PROCESSING ONLY				
FINALIZED ON:	INITIAL	RESOLUTION NO (IF APPLICABLE)	FILE NUMBER	


REQUISITION

Requisition #: 21PW020**Date:** 01/25/2021**Vendor #:** 003360**ISSUED TO:** SB CO PW Transportation Division
Attn: Gary Smart
123 East Anapamu
Santa Barbara, CA 93101-**SHIP TO:** CITY OF GOLETA
130 CREMONA DRIVE, SUITE B
GOLETA, CA 93117

ITEM	UNITS DESCRIPTION	ITEM #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 Electronic Traffic Control Device Maint Agm		0.00	205-50-5800-51076	120,000.00

Detailed Description:

Authorize an Agreement between the City of Goleta and the County of Santa Barbara for Electronic Traffic Control Device Maintenance with a termination date of December 31, 2025 at a cost of \$240,000 per year, increasing annually by the Consumer Price Index (CPI).

Authorized By:  ^{DS} 1/28/2021

SUBTOTAL:	120,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	120,000.00

2021-007

AGREEMENT BETWEEN
THE CITY OF GOLETA, CA
AND
THE COUNTY OF SANTA BARBARA, CA
FOR ELECTRONIC TRAFFIC CONTROL DEVICE MAINTENANCE

THIS AGREEMENT is made and executed this 19th day of January, 2021, by and between the CITY OF GOLETA, a body corporate and politic created and existing under the laws of the State of California, ("Goleta") and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("County") with reference to the following:

WHEREAS, pursuant to Section 1803 of the Streets and Highways Code, if the legislative body of a city determines that it is necessary for the more efficient maintenance, construction, or repair of streets and roads within the city it may contract with the board of supervisors of any county for the maintenance, construction, or repair of such streets and roads by the county; and

WHEREAS, Goleta desires to arrange for the particular maintenance of traffic signals, highway safety lights, and beacon installations, under the jurisdiction of Goleta and intersections shared by Goleta and County, and to specify the cost of such maintenance; and

WHEREAS, pursuant to Government Code Sections 6500-6520, public agencies may, by agreement, jointly exercise any power common to them; and

WHEREAS, County has qualified personnel and contractors available to perform the above-mentioned maintenance of traffic signals, highway safety lights, and beacon installations; and

WHEREAS, Goleta and County will mutually benefit from the above-mentioned maintenance by providing convenience and safety to the traveling public; and

WHEREAS, all parties mutually desire to cooperate and to specify herein the conditions and the maintenance to be done;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. MAINTENANCE WORK

- A. County will perform maintenance as specified herein at a level of service equal to that which the County performs for County-owned traffic signals, highway safety lights, and beacon installations, at regular intervals described below, except as otherwise identified in this Agreement. County will respond to Underground Service Alert (USA) requests to locate traffic signal conduits within Goleta's public right of way, as needed.

**AGREEMENT BETWEEN THE CITY OF GOLETA, CA AND THE COUNTY OF SANTA BARBARA, CA FOR
ELECTRONIC TRAFFIC CONTROL DEVICE MAINTENANCE**

Page 2

B. Monthly:

- Signal head alignment
- Street name/Traffic sign presence/condition
- Signal indications
- Safety Lighting and Photocell
- Pole condition
- Graffiti removal
- Cabinet interior (Clean, Check Thermostat, Ventilation System, Detection, Timing and Documentation)
- Cabinet Exterior

C. Biannually:

- Clean video detection cameras
- Clean vehicle and pedestrian indications
- Check detector indicator lights
- Check Battery Back-up

D. Annually

- Check pull box cover, wiring, grounding, duct seal and grout
- Check hardware (hand hole covers, signs, poles, back plates, visors, framework, etc.
- Cabinet interior (timing, detector lights, flasher outputs, terminal screws, conflict monitor, DC Isolator card, ballast and fuse)
- Cabinet exterior (water seal and oil locks)

E. Extraordinary work includes work not listed above and exceeding \$5,000. The County may perform extraordinary work if the following three conditions are met:

- 1) approval of Goleta authorized designee,
- 2) approval of County designee, and
- 3) agreement by both parties on the estimated cost and timing of work.

F. Extraordinary maintenance excludes:

- Maintenance due to acts of God, civil disorder, vehicle crashes or vandalism, obsolescence, wear, or inadequacy including:
- Addition or replacement of traffic signal equipment, street name signs, highway safety lights, video detection, communication equipment.
- Replacement of inductive loop detectors
- Re-lamping and replacement of ballasts for highway safety lights.
- Highway safety lighting installations owned and maintained by the Southern California Edison Company.
- Signs, striping, or marking maintenance. County may remove any damaged sign that may be an immediate hazard and notify Goleta of the removal.

G. Maintenance will be provided at locations as shown on Exhibit "A".

AGREEMENT BETWEEN THE CITY OF GOLETA, CA AND THE COUNTY OF SANTA BARBARA, CA FOR ELECTRONIC TRAFFIC CONTROL DEVICE MAINTENANCE

Page 2

2. COMPENSATION AND BILLING

- A. As compensation for the work and services described in Section 1 above, Goleta shall pay County for labor, overhead, equipment and materials furnished by County. The percentage of costs chargeable to Goleta (i.e., Goleta's share) for each signal or facility covered by this Agreement is listed in the attached Exhibit A. The total actual cost of all labor, overhead, equipment and materials furnished by County, excluding extraordinary maintenance items, shall not exceed \$240,000 annually (annually adjusted based on Los Angeles-Riverside CPI). Total actual costs in excess of this amount, will require a separate agreement in advance of costs being incurred. County shall maintain cost records for all work and services performed under this Agreement for at least three (3) years from the date the record was created, or the work was performed, whichever is later. County shall bill Goleta on a quarterly basis commencing on July 1st of every year. Goleta shall pay its share to County within thirty (30) days after the date of billing. If payment is not received within thirty (30) days of the billing date, a 1.5% late charge may be assessed by County.
- B. Any work done by the County outside of the normal working hours of the County's staff will be charged an overtime rate on labor with a minimum of 2 hours of charge.
- C. Extraordinary work shall be limited to an aggregate annual amount of \$100,000. Costs associated with extraordinary work shall be itemized by signal location.
- D. Goleta will bear the cost incurred by the County for work on shared signals or facilities shared with the County in proportion to the ownership percentage for the signal or facility as set forth in the attached Exhibit A.
- E. Goleta will bear the full cost incurred by the County for work on signals or facilities shared with the City of Santa Barbara. Goleta will separately bill the City of Santa Barbara based on their separate agreement with the City of Santa Barbara. The County of Santa Barbara will not bill the City of Santa Barbara for their percentage of the signal ownership but will instead work solely with the City of Goleta on shared signals.
- F. Upgrades and Structural Replacement: This agreement does not include or apply to any electronic traffic control device and/or facilities upgrades , or replacement including additional signals, or for replacement of any signals including poles, arms and heads except as expressly authorized herein..
- G. The City of Goleta will have an extra controller and other maintenance equipment available on hand, stored in their yard, and available to County staff. If purchases for upgrades and structural improvements are needed, the City of Goleta will pay these invoices directly.

3. RESPONSIBILITIES

- A. Upon request, it shall be each parties' responsibility to share any information available on the design, engineering, installation, modification, maintenance and timing of the signals and facilities covered by this Agreement, including:

AGREEMENT BETWEEN THE CITY OF GOLETA, CA AND THE COUNTY OF SANTA BARBARA, CA FOR ELECTRONIC TRAFFIC CONTROL DEVICE MAINTENANCE

Page 2

- As-built construction drawings
 - Manufacturer's cabinet drawings
 - Manufacturer's maintenance manual and parts catalog for the controller and related equipment.
 - Service and maintenance records
- B. County shall respond to Underground Service Alert (USA) requests to locate traffic signal conduits within Goleta's public right of way.
- C. Special test equipment adapters and spare parts, unique to Goleta, if required, shall be furnished by either party, as appropriate, or purchased by County and reimbursed by Goleta pursuant to the percentage of ownership in Exhibit A.
- D. This agreement and scope of work does not include or alter any utility payment arrangements.
- E. County will not adjust vehicle change intervals or pedestrian intervals for any intersection approach or crossing wholly or partially under the jurisdiction of Goleta unless authorized in writing by Goleta. Vehicle change intervals include yellow and all-red intervals. Pedestrian intervals include "WALK" and flashing "DON'T WALK" intervals.

4. MUTUAL INDEMNIFICATION

- A. Indemnification by CITY. CITY shall indemnify, defend and hold COUNTY and COUNTY'S agents, officers, employees and volunteers, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of CITY, and CITY'S officers, agents, and employees.
- B. Indemnification by COUNTY. COUNTY shall indemnify, defend and hold CITY, and CITY'S agents, officers, and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, and COUNTY'S officers, agents, elected officials, employees and volunteers, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

5. MODIFICATION

This agreement shall be subject to modification only with the proper approvals and written consent of the authorized representatives of each party. Any modification which adds or deletes traffic signals or facilities, or which changes the services or work to be performed by County, shall be reflected in modified exhibits. Each modification shall set forth the increase or decrease in compensation and other special conditions applicable to the modification. For

AGREEMENT BETWEEN THE CITY OF GOLETA, CA AND THE COUNTY OF SANTA BARBARA, CA FOR ELECTRONIC TRAFFIC CONTROL DEVICE MAINTENANCE

Page 2

purposes of this Section and Section 7 below, Goleta designates its City Manager, or his/her designee, as its duly authorized representative. County designates its Public Works Director, or his/her designee, as its duly authorized representative.

6. TERMINATION

The Initial Term of this Agreement shall be five (5) years. After expiration of the Initial Term, this Agreement will be automatically renewed for successive one (1) year terms, unless notice of termination is given by either party. Termination can be given for any reason and the Agreement shall terminate one (1) year from the date in the notice. To terminate this Agreement, written notification shall be addressed to the other party listed in Section 7. The parties shall reconcile payments made pursuant to Section 2 with any actual costs not reimbursed to the County, if any, for work performed prior to the termination of the Agreement.

7. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO COUNTY OF SANTA BARBARA Attention: Public Works Director
123 East Anapamu Street
Santa Barbara CA 93101

TO CITY OF GOLETA: Attention: City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta CA 93117

8. PRIOR AGREEMENTS

Any and all prior agreements between the parties concerning maintenance of traffic signals and street lighting facilities are hereby terminated as of the date of execution of this Agreement.

9. LEGAL ADVISEMENT

The parties acknowledge that they have been represented by legal counsel of their choice with respect to the matters which are the subject of this Agreement, that their counsel have discussed this Agreement with them and have fully advised them with respect to the obligations they incur by executing this Agreement, and that said representatives are hereby authorized and directed to take such actions as may be necessary or appropriate to perform the obligations of this Agreement.

10. SEVERABILITY

Should any provision of the Agreement be held to be unenforceable or invalid by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement in concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

AGREEMENT BETWEEN THE CITY OF GOLETA, CA AND THE COUNTY OF SANTA BARBARA, CA FOR ELECTRONIC TRAFFIC CONTROL DEVICE MAINTENANCE

Page 2

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement and it shall become effective when fully executed by the Parties.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Bob Nelson

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST

DocuSigned by:
By: Deborah Lopez
A3E09F3473CA47E...
Deborah Lopez, City Clerk

CITY OF GOLETA

DocuSigned by:
By: Paula Perotte
FBB88E66C7C0437...
Paula Perotte, Mayor

APPROVED AS TO ADMINISTRATION:

APPROVED AS TO FORM:

Michael C Ghizzoni
County Counsel

DocuSigned by:
By: Michelle Greene
DE7CE40000094A...
Michelle Greene, City Manager

By: _____
Deputy County Counsel

DocuSigned by:
By: Winnie Cai
A1BF8F896161498...
winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

County of Santa Barbara shall provide routine monthly and emergency maintenance on City-owned and jurisdictionally shared signalized intersections as indicated below:

Signalized Intersections:	% Financial Responsibility Goleta/County
1. Hollister Ave. @ Patterson Ave.	100%/0%
2. Hollister Ave. @ Sumida Gardens Ln.	100%/0%
3. Hollister Ave. @ Ward Dr.	100%/0%
4. Hollister Ave. @ Dearborn Pl.	100%/0%
5. Hollister Ave. @ Kellogg Ave.	100%/0%
6. Hollister Ave. @ Kinman Ave.	100%/0%
7. Hollister Ave. @ Rutherford St.	100%/0%
8. Hollister Ave. @ Pine Ave.	100%/0%
9. Hollister Ave. @ Fairview Ave.	75%/0% *
10. Hollister Ave. @ Frederick Lopez Rd.	100%/0% *
11. Hollister Ave. @ La Patera Wy.	33%/0% *
12. Hollister Ave. @ Aero Camino	25%/0% *
13. Hollister Ave. @ Los Carneros Wy	33%/0% *
14. Hollister Ave. @ Los Carneros Rd	75%/0% *
15. Hollister Ave. @ Coromar Dr.	100%/0%
16. Hollister Ave. @ Storke Rd.	100%/0%
17. Hollister Ave. @ Camino Real Marketplace / Village Wy.	100%/0%
18. Hollister Ave. @ Pacific Oaks Rd.	100%/0%
19. Hollister Ave. @ Entrance Rd.	100%/0%
20. Hollister Ave. @ Ellwood School	100%/0%
21. Calle Real @ Maravilla	100%/0%
22. Calle Real @ Kellogg Ave.	100%/0%
23. Calle Real @ Encina Ln.	100%/0%
24. Calle Real @ Fairview Ave.	100%/0%
25. Calle Real @ Calle Real Shopping Center Mid-Block	100%/0%

26. Cathedral Oaks Rd. @ Cambridge Dr.	100%
27. Cathedral Oaks Rd. @ Fairview Ave.	100%/0%
28. Cathedral Oaks Rd. @ Glen Annie Rd.	75%/25%
29. Cathedral Oaks Rd. @ Alameda Ave.	100%/0%
30. Patterson Ave. @ Overpass Rd.	100%/0%
31. Fairview Ave. @ Encina Rd.	100%/0%
32. Fairview Ave. @ Berkeley Rd.	100%/0%
33. Los Carneros Rd @ Castilian Dr.	100%/0%
34. Los Carneros Rd. @ Karl Storz Dr.	100%/0%
35. Los Carneros Rd. @ Calle Koral	100%/0%
36. Los Carneros Rd. @ Discovery Dr.	100%/0%
37. Storke Rd. @ Sierra Madre Dr.	25%/75%
38. Storke Rd. @ Phelps Rd.	100%/0%
39. Storke Rd. @ Marketplace Dr.	100%/0%
40. Hollister Ave. @ Glen Annie Rd.	100%/0%

“*” Per Agreement No. 24242 between the City of Goleta and the City of Santa Barbara

Pedestrian Hybrid Beacons:

1. Hollister Ave. @ Community Center
2. Calle Real @ Kingston Ave.

Rectangular Rapid Flashing Beacons

1. Hollister Ave. @ Orange
2. Cathedral Oaks Rd. @ Santa Marguerita Dr.
3. Hollister Ave. @ Chapel St.

Flashing Beacons:

1. Calle Real @ Fire Station
2. Cathedral Oaks Rd. WB approaching Brandon Dr.
3. Cathedral Oaks Rd. EB approaching Brandon Dr.
4. Cathedral Oaks Rd. WB @ Winchester Canyon Rd.
5. Cathedral Oaks Rd. EB @ Winchester Canyon Rd.
6. Cathedral Oaks Rd. @ Calle Real

Radar Speed Feedback Signs:

1. Cathedral Oaks Rd. EB w/o Carlo Dr.**
2. Calle Real EB between La Patera Ln. & Carlo Dr. **
3. Calle Real WB near Calaveras Ave.**
4. Calle Real EB near Baker Ln.**
5. Hollister Ave. WB w/o Kellogg Ave.**
6. Hollister Ave. EB e/o Fairview Ave.**
7. Hollister Ave. EB @ Las Armas Rd.**

** On-Call Maintenance Only