

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

By: Shirley McGovern
Deputy Clerk

COUNTY OF SANTA BARBARA:

Bob Nelson

By: Bob Nelson
Chair, Board of Supervisors

Date: 3/9/2021

ATTEST

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

CITY OF GOLETA

DocuSigned by:
By: Paula Perotte
Paula Perotte, Mayor

APPROVED AS TO ADMINISTRATION:

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

APPROVED AS TO FORM:

Michael C Ghizzoni
County Counsel

By: Bin Pong
Deputy County Counsel

DocuSigned by:
By: Winnie Cai
Winnie Cai, Assistant City Attorney