

Agenda Item A.4 **CONSENT CALENDAR** Meeting Date: January 19, 2021

Mayor and Councilmembers

- FROM: Charles W. Ebeling, Public Works Director
- **SUBJECT:** Authorize the Electronic Traffic Control Device Maintenance Agreement with the County of Santa Barbara

RECOMMENDATION:

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).

BACKGROUND:

A properly functioning traffic signal and electronic traffic control device system is critical to the Public Works Department's goal of providing safe and efficient mobility within the City. The proper functioning of these systems requires regular, reliable and competent maintenance. In addition, malfunctioning equipment and power outages require quick response to avoid excessive delays and potential safety issues on the City's street network.

The City of Goleta is responsible for maintaining 40 traffic signals. This includes seven that are jurisdictionally shared with the City of Santa Barbara and the California Department of Transportation. The City is also responsible for 18 beacons and other electronic traffic control devices, with additional installations occurring often. For example, Public Works is currently in the process of delivering several pedestrian crosswalk warning light system projects. The Federal Highway Administration's (FHWA) report Traffic Signal Operations and Maintenance Staffing Guidelines, estimates that each traffic signal requires approximately 60 hours per year in preventative and response maintenance, making this effort a full-time job for at least one qualified Traffic Signal Technician. Maintenance activities include, but are not limited to, cleaning of the equipment, which consists of cleaning traffic signal indications and sensing cameras. This type of regular cleaning requires the use of "bucket" or "high lift" trucks so the Traffic Signal Technician can reach the elevated equipment. Often, this type of operation requires traffic lane closures.

Prior to the proposed agreement with the County of Santa Barbara for electronic traffic control device maintenance, the City contracted with the only contractor in this area that provided these services. That company terminated its contract with the City last year and it is staff's understanding that the company is no longer providing these services in this area. No other qualified contractors exist in close enough proximity to provide the response time required for this critical infrastructure. Public Works staff has since maintained the City's electronic traffic control infrastructure through a patchwork of City staff and a combination of electrical contractors, traffic signal equipment vendors and the City of Santa Barbara. This arrangement is less than ideal given that none of these entities are properly equipped with the expertise, staffing or availability to adequately provide the timely response required. The City of Santa Barbara has also indicated that they are unable to continue to assist Goleta as it is impacting their ability to maintain their own infrastructure.

A recent traffic signal inventory and assessment found a system that is in fair to good condition, considering the lack of regular maintenance over the past several years. However, the City has seen an increase in malfunctioning equipment complaints, many of which were the result of failed equipment components or items that could have been prevented with regular maintenance.

DISCUSSION:

City staff has negotiated an agreement with the County of Santa Barbara that compensates the County for maintaining the City's electronic traffic control devices. The County of Santa Barbara maintained these traffic signals prior to Goleta's incorporation in 2002. They will be adding staff to their Transportation Division to have the capability, expertise, and proximity to keep Goleta's electronic devices in proper working condition. This agreement will become part of the City's overall electronic traffic control device annual maintenance and operation program.

The first year of the Agreement will cost \$240,000. After the first year of the agreement, the amount paid to the County will adjust according to the percentage increases in the Los Angeles-Long Beach-Anaheim Area Consumer Price Index (CPI). The terms of this Agreement are for a mandatory 5-year period (2021–2025). The City has the option to terminate the agreement at the end of the 5-year term, with 12 month's advanced notice to the County of Santa Barbara. Otherwise, the agreement will automatically renew for successive 1-year terms.

Electronic traffic control devices, such as traffic signals, pedestrian crosswalk warning light systems, radar-based driver speed feedback signs, etc. are critical infrastructure that facilitate the safe and efficient movement of all modes of traffic within the City. Malfunctioning equipment can lead to delays and safety concerns, and the resulting cumulative costs can be many times the cost of annual maintenance.

The resulting overall electronic traffic control device annual maintenance and operation budget is \$336,260. The budgeted amount includes the agreement with the County and the work efforts with associated costs that will continue to be the responsibility of the City. A summary of the responsibilities is listed below, and Table 1 presents the budgets and funding:

- Electronic Traffic Control Device Maintenance that includes cleaning and checking the equipment on a routine schedule County of Santa Barbara
- Electronic Traffic Control Device Replacement of Parts and Programming City of Goleta
- Electronic Traffic Control Device Systems Replacements and Upgrades City of Goleta
- New Electronic Traffic Control Device Systems City of Goleta
- Responding to and correcting device malfunctions County of Santa Barbara (at an additional cost) and City of Goleta
- Responding to Underground Service Alert requests to locate traffic signal conduits within Goleta's public right-of-way – County of Santa Barbara

The maintenance services included in the proposed agreement with the County will keep the City's electronic traffic control devices in proper working order, thereby, reducing traffic impacts resulting from malfunctions and minimizing damage to City-owned underground utilities. Table 1 reflects the proposed contract and shows the estimated costs for additional annual maintenance activities that are not included in the agreement with the County.

Table 1

City of Goleta Electronic Traffic Control Device Fiscal Year 2020-21 Maintenance and Operation Costs

Expenditures	Estimated Costs	Funding Sources	Funding Amounts
Electronic Traffic Control Device Maintenance (Agreement with County of Santa Barbara)	\$120,000 ¹	General Fund 101-50-5800-51076	\$30,000
Electronic Traffic Control Device Replacement of Parts and Programming	\$56,260 ²	Measure A 205-50-5800-51076	\$306,260
Electronic Traffic Control Device System Replacements and Upgrades	\$160,000 ³	Anticipated Additional Appropriation of General Fund	
New Electronic Traffic Control Device Systems	TBD⁴		
Total:	\$336,260	Total:	\$336,260

Notes: ¹The first year cost for Agreement with the County of Santa Barbara is \$240,000 The Agreement is subject to an annual CPI escalator. Given the timing of the signing of the agreement, it is anticipated that the cost will be \$120,000 in the current fiscal year.

²This is actual cost is based on recent expenditures for ongoing parts replacement, inventories, and computer programming. The City will likely need to annually budget this amount in addition to the cost of the County agreement.

- ³This is an estimated cost for major component replacements and upgrades as the County contract is implemented and maintenance work begins. This amount will also likely need to be annually budgeted.
- ⁴Several additional new pedestrian crosswalk warning light systems and traffic signals are needed within the City. These projects will typically be included in the City's Capital Improvement Program.

A placeholder of undetermined amount is included in Table 1 for new electronic traffic control device systems, including replacing existing electronic traffic control devices at the end of their useful life. New traffic signal installations (not including hardscape such as curb, gutter and sidewalks) can cost between \$500,000 to \$1,000,000 depending on the complexity of the locations. With the planned use of traffic engineering consulting services and/or filling of the long-vacant Traffic Engineer position in Public Works, and the need to replace significant portions of an aging electronic traffic control device system including traffic signals, the City will likely need to begin the process of budgeting an estimated \$1,000,000 per year for this replacement effort alone. Those funds will likely come from General Fund, Measure A funds, and grants. Grants typically do not fund maintenance activities but are well suited for new, upgrades and system replacements. While the Department of Public Works staff is oversubscribed with the current staffing levels and work program, staff is selectively pursuing grants. With that in mind, the Department will likely be submitting grant applications for traffic signal upgrades and replacements soon.

In addition to the expenditures and funding shown in Table 1, the City budgets separately for Traffic Sign and Striping maintenance and streetlight maintenance at intersections including those with traffic signals.

Ultimately, considering public safety, operating and maintaining the City's electronic traffic control devices is the Department's number one priority. The California Department of Transportation estimates the average cost of each injury collision to be \$76,000 and each property damage only collision to be \$5,100. Staff's recommendation of a properly maintained system is crucial in working towards reducing traffic collisions citywide and improving public safety.

FISCAL IMPACTS:

The cost of the proposed agreement is \$240,000 per year, increasing annually by the CPI. The total annual budget appropriation for electronic control device maintenance is \$336,260 with annual budgets increasing as necessary and as required by the agreement with the County of Santa Barbara. As reflected in the table above, there is currently \$336,260 available in General Fund and Measure A funds in the Fiscal Year 2020/21 Public Works budget for this purpose.

ALTERNATIVES:

The Council may elect not to authorize the Electronic Traffic Control Device Agreement between the City of Goleta and the County of Santa Barbara and direct staff to hire qualified Traffic Signal Technician or do nothing and maintain the status quo.

Reviewed By:

Legal Review By:

Approved By:

Kristine Schmidt

Assistant City Manager

Michael Jenkins City Attorney

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Michelle Greene City Manager

ATTACHMENTS:

1. Agreement No. 21-__, entitled "Agreement Between the City of Goleta, CA and the County of Santa Barbara, CA for Electronic Traffic Control Device Maintenance"

ATTACHMENT 1

Agreement No. 21-__, entitled "Agreement Between the City of Goleta, CA and the County of Santa Barbara, CA for Electronic Traffic Control Device Maintenance"

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 _____ day of ______, 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.

- 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".

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. <u>RESPONSIBILITIES</u>

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:

- 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

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.

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

ATTEST:	COUNTY OF SANTA BARBARA:
Mona Miyasato County Executive Officer Clerk of the Board	Bob Nelson
By: Deputy Clerk	By: Chair, Board of Supervisors Date:
ATTEST	CITY OF GOLETA
By: Deborah Lopez, City Clerk	By: Paula Perotte, Mayor
APPROVED AS TO ADMINISTRATION:	APPROVED AS TO FORM: Michael C Ghizzoni County Counsel
By: Michelle Greene, City Manager	By: Deputy County Counsel

By: Winnie Cai

vvinnie 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 / Villag	ge 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-Blo	ock 100%/0%

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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

City of Goleta PW Agreement with County of Santa Barbara Page 2 of 3

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

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