

DATE SUBMITTED 12/14/16
 SUBMITTED BY PLANNING DIRECTOR
 DATE ACTION REQUIRED 12/21/16

COUNCIL ACTION
 PUBLIC HEARING REQUIRED
 RESOLUTION
 ORDINANCE 1ST READING
 ORDINANCE 2ND READING
 CITY CLERK'S INITIALS *JS*

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:
 1. APPROVAL OF AN AMENDMENT TO THE AGREEMENT TO MAINTAIN TRAFFIC CONTROL SIGNAL SYSTEMS BETWEEN THE CITY OF EL CENTRO AND THE CITY OF IMPERIAL.
 DEPARTMENT INVOLVED: PLANNING

BACKGROUND/SUMMARY:
 The City of Imperial currently has an agreement with the City of El Centro to maintain certain traffic control signal systems within its limits because it does not have personnel available to perform said maintenance of the signals. At the present time, the City of El Centro maintains three (3) traffic signals along Aten Blvd. at the following intersections: LaBrucherie Avenue, "P" Street (AKA Clark Rd) and Cross Avenue.
 The City of Imperial recently completed the installation of a new traffic signal at Aten Blvd. & Dogwood Road intersection. This intersection should be included in the list of intersections to be maintained.
 Since the SR-86 relinquishment to City of Imperial was approved by the California Transportation Commission (CTC) on December 9th, the current agreement should be amended to include five (5) additional traffic signals along SR-86 at the following intersections to add up to a total of eight (8): Aten Blvd., Barioni Blvd., 15th Street, Dogwood Road and Neckel Road as shown on Exhibit "A" attached hereto.
 Services are performed at time-and-material basis as repairs are needed. There are month where no services are performed and so no payments are made for those months. The lowest payment the City has made is \$205 being the highest \$1727.

FISCAL IMPACT: Average annual charges: \$13,000
 F.O. INITIALS: _____

STAFF RECOMMENDATION:
 Staff recommends approval.

MANAGER'S RECOMMENDATION: *Approve*
 MANAGER'S INITIALS: *JS*

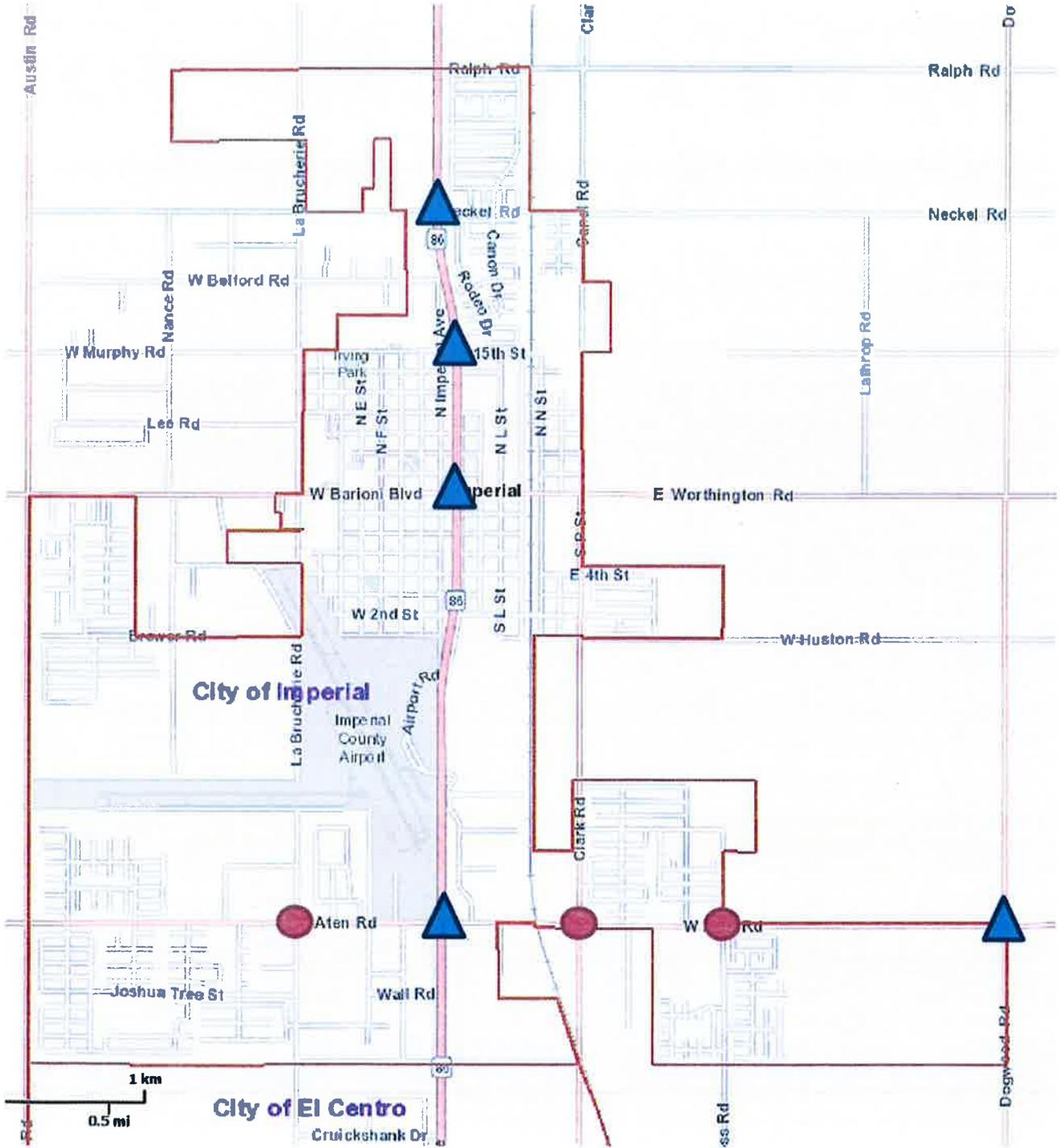
MOTION:
 SECONDED: APPROVED () REJECTED ()
 AYES: DISAPPROVED () DEFERRED ()
 NAYES:
 ABSENT: REFERRED TO:

EXHIBIT A

City of Imperial Traffic Signal Location Map



- Traffic Signal Systems under current agreement with the City of El Centro.
- ▲ Traffic Signal Systems to be added to the agreement with the City of El Centro.



AGREEMENT TO MAINTAIN TRAFFIC CONTROL SIGNAL SYSTEMS
BETWEEN THE CITY OF EL CENTRO AND THE CITY OF IMPERIAL

THIS AGREEMENT is made and entered into this 20 day of Dec., 2007 by and between the City of El Centro, a municipal corporation, hereinafter called "City", and the City of Imperial, a municipal corporation, hereinafter called "Imperial".

RECITALS

WHEREAS, Imperial has asked City to maintain certain traffic control signal systems within Imperial's Street System as shown on Exhibit "A" attached hereto and by this reference made a part hereof ("the Signals"); and

WHEREAS, Imperial does not have personnel available to perform said maintenance of the Signals; and

WHEREAS, City has qualified personnel available to perform said maintenance of the Signals; and

WHEREAS, City and Imperial do mutually desire to cooperate and to specify herein the terms and conditions of the maintenance to be done;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Scope of Work. That degree or extent of maintenance work to be performed on the Signals and the standards therefore shall be in accordance with the provisions of Section 27 of the Streets and Highways Code.

SECTION 2. Term of Agreement. The term of this agreement shall commence on the date written above and shall continue on a month-to-month basis until terminated by thirty (30) days' written notice by either party as permitted by this agreement.

SECTION 3. Schedule of Performance. The services of City will be provided when requested by Imperial. Said maintenance will be done as the workload of City's forces permits and if said work load becomes too great, this agreement may be terminated as provided in Section 9 of this agreement.

SECTION 4. Compensation. The total compensation payable under this agreement shall be for actual costs incurred to maintain the Signals, including assessments for indirect charges to be made at rates which are in effect at the time said costs arise. The hourly rate for the Signal Technician/Electrician will be based on the annual budget

approved by the City at the time service is rendered. The current hourly rate is shown in Exhibit "B" attached hereto and by this reference made a part hereof.

SECTION 5. Method of Payment. City agrees to bill Imperial monthly for actual costs incurred to maintain the Signals. Payments to City shall be made as follows:

a). Imperial shall make payments to City in accordance with the invoice submitted by City on a monthly basis. If Imperial disagrees with any aspect of the invoice, including amount, percent complete or supporting documentation, Imperial will notify City in writing within ten (10) days of receipt of the invoice. If the invoice is not contested, the invoice shall be paid within thirty (30) days of the date of the invoice.

b). Upon completion of services, any uninvoiced portion of the contract amount shall be invoiced. Invoices submitted by City in accordance with this schedule shall be paid within thirty (30) days of the invoice date.

c). Payment for additional services requested by Imperial during the term of this agreement and not included in the services identified in Exhibit "A" shall be paid on a reimbursable basis in accordance with the Fee Schedule in effect at the time the services are provided. These costs will be invoiced monthly and will be paid by Imperial within thirty (30) days.

SECTION 6. Assignability. City shall not assign or transfer any interest in this agreement nor the performance of any of City's obligations hereunder, without the prior written consent of Imperial, and any attempt by City to so assign this agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 7. Indemnification. Neither City nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Imperial shall fully defend, indemnify and save harmless the City and all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this agreement.

SECTION 8. Survival of Terms. The indemnification provisions of Section 7 shall survive termination of this agreement and completion of the services provided by City.

SECTION 9. Termination.

a). City and Imperial shall have the right to terminate this agreement, without cause, by giving not less than thirty (30) days written notice of termination.

b). If Imperial fails to perform any of its material obligations under this agreement, in addition to all other remedies provided by law, City may terminate this agreement immediately upon written notice.

c). In the event of termination, City shall deliver to Imperial copies of all work papers, schedules, reports and other work performed by City and upon receipt thereof, City shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 10. Compliance with Laws. City shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 11. Governing Law. The City and Imperial agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this agreement shall be filed and maintained in the Superior Court of the County of Imperial.

SECTION 12. Prior Agreements and Amendments. This agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may only be modified by a written amendment

SECTION 13. Confidential Information. All data, documents, discussions or other information developed or received by or for City in performance of this agreement are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 14. Notices. All notices shall be addressed and/or personally delivered as follows:

IMPERIAL:
Marlene Best, City Manager
420 S. Imperial Avenue
Imperial, CA 92251

CITY:
Ruben Duran, City Manager
1275 Main Street
El Centro, CA 92243

Either party may, by written notice to the other, change its address where notice shall be made. All notices shall be effective five (5) days after deposit in the U.S. Mail, postage prepaid, first class mail, or in the case of personal delivery, effective upon receipt.

///

///

///

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

IMPERIAL:

BY: Marlene D. Best
Marlene D. Best, City Manager

ATTEST:

BY: Debra Jackson
Debra Jackson, City Clerk

CITY:

BY: Ruben Duran
Ruben Duran, City Manager

ATTEST:

BY: Diane Caldwell
Diane Caldwell, City Clerk

EXHIBIT A

City of Imperial

Traffic Signal Location Map

EXHIBIT B

Salary Ranges effective July 1, 2007

Grade	Minimum	Maximum
G9	\$3339	\$4195

Salary Ranges effective July 1, 2008

Grade	Minimum	Maximum
G9	\$3439	\$4321

RESOLUTION NO. 10-90

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL CENTRO APPROVING AN AMENDMENT TO THE
AGREEMENT FOR SERVICES WITH THE CITY OF
IMPERIAL

WHEREAS, it is necessary for the City Council of the City of El Centro, California (hereinafter referred to as "City Council"), to approve An Amendment to the previously approved Agreement for the Maintenance of Traffic Control Systems with the City of Imperial (hereinafter referred to as "Amended Agreement") dated December 20, 2007; and

WHEREAS, the City Council finds that its approval of said Agreement will be in the best interest of the City of El Centro.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.
2. That the City does hereby approve the Amendment to the Agreement between the City of El Centro and the City of Imperial, for the maintenance of Traffic Control Systems.
3. That the City Manager of the City of El Centro, California, is hereby authorized to sign said Second Amendment to the Agreement, a copy of which is on file at the Office of the City Clerk, on behalf of the City of El Centro.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the 7th day of Sept., 2010.

CITY OF EL CENTRO

By 
Cheryl Viegas-Walker, Mayor

ATTEST:

By 
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

By 
L LaVern Britton, Associate City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 10- 90 was duly and regularly adopted at the regular meeting of the City Council of the City of El Centro, California, held on the 7th day of Sept., 2010, by the following vote:

AYES: Edney, Solomon, Sanders
NOES: None
ABSENT: Silva, Viegas-Walker
ABSTAINED: None

By  _____
L. Diane Caldwell, City Clerk

**AMENDMENT TO THE AGREEMENT BETWEEN THE
CITY OF EL CENTRO AND THE CITY OF IMPERIAL**

The City of El Centro, California, hereby agrees that the December 20, 2007 Agreement entered into between the City of El Centro and the City of Imperial, shall be amended in its terms to include the maintenance of an additional traffic signal and the revised hourly rate for the Signal Technician/Electrician. All terms and conditions shall remain the same with the exception of the following:

1. The Revised Scope of Work, attached hereto and incorporated herein as "Exhibit A," to provide the maintenance of the traffic signal located at the intersection of Aten Boulevard and Clark Avenue, is hereby added to the existing Scope of Work of the Agreement.
2. The updated current salary of the City employee pay scale, as set forth in Exhibit B to this Amendment.

The parties hereto have executed this Amendment to Agreement effective Sept. 7th 2010.

APPROVED:

CITY OF EL CENTRO

CITY OF IMPERIAL

By: 

Ruben Duran
City Manager

By: 

Marlene Best
City Manager

ATTEST:

By: 

L. Diane Caldwell, City Clerk
City Clerk

By: 

Debra Jackson
City Clerk

EXHIBIT A

- 1. Intersection of Cross Avenue and Aten Boulevard**
- 2. Intersection of LaBrucherie Avenue and Aten Boulevard**
- 3. Intersection of Aten Boulevard and Clark Avenue**

EXHIBIT B

Salary Ranges effective July 1, 2007

Grade	Minimum	Maximum
G9	\$3,339	\$4,195

Salary Ranges effective July 1, 2008

Grade	Minimum	Maximum
G9	\$3,439	\$4,321

Salary Ranges effective July 1, 2009

Grade	Minimum	Maximum
G9	\$3,439	\$4,321



Traffic Signals Operated by the City Of Imperial, CA

Published: December 10, 2007

Streets		Traffic Signals	
	Local Street		City Limits
	Residential Collector		
	Industrial Collector		
	Secondary Arterial		
	Major Arterial		
	Freeway		
	Other		

