

**AGREEMENT FOR MAINTENANCE OF TRAFFIC SIGNALS AND
SAFETY LIGHTING BETWEEN CITY OF BANNING AND CITY OF
BEAUMONT**

THIS AGREEMENT (“Agreement”) is made and effective as of _____, 2020, between the City of Banning, a municipal corporation (“BANNING”), and the City of Beaumont, a municipal corporation (“BEAUMONT”), collectively the “Parties.” In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. It is understood that a coordinated traffic signal system would be mutually beneficial to the Parties and would improve traffic safety and flow. The Parties agree that having one entity take the responsibility of the operations and maintenance of the traffic signal system would be the most effective way in assuring that the traffic signal system remains operational as designed and programmed.

2. This AGREEMENT is for maintenance work to be provided by BEAUMONT on traffic signals and safety lighting, video detection cameras, Opticom systems, illuminated street name signs and other electrically operated traffic control or warning devices along Highland Springs Avenue at the location(s) shown on Appendix "A," attached hereto and incorporated herein by this references as though set forth in full (“TRAFFIC CONTROL DEVICES”, collectively herein).

3. BEAUMONT, through its Public Works Department or traffic signal maintenance contractor, will provide the following services:

A.) Routine maintenance work on the TRAFFIC CONTROL DEVICES. So that said TRAFFIC CONTROL DEVICES remain in good operating condition and repair, said routine maintenance work shall include, but is not limited to:

- i) Inspect the signal system and clean the controller cabinet every six (6) weeks.
- ii) Clean signal heads every three (3) years and replace light emitting diode (LED) as needed.
- iii) Re-lamping and cleaning street lights every five (5) years.
- iv) Replacement of burned out lights (e.g. signal indications, pedestrian displays and/or illuminated street name signs).
- v) Annual inspection/testing of Conflict Monitor Units (CMU) and Malfunction Management Units (MMU).
- vi) Inspection to assure video detection, loop detection and pedestrian detection systems are functional.
- vii) Monthly inspection of battery back up power.

- viii) Confirmation of controller timing to approved timing sheet.
- ix) Covering or removing any graffiti within forty-eight (48) hours of notification by any person or public agency.

B.) Emergency call-out service and/or repair of the TRAFFIC CONTROL DEVICES. BEAUMONT shall respond within two (2) hours, excluding any period of delay caused by events or circumstances beyond BEAUMONT'S reasonable control, following BEAUMONT'S receipt of notice from BANNING or other agencies or persons that any TRAFFIC CONTROL DEVICE is not functioning properly, including any traffic signal lamp not illuminating. Upon ascertaining that any TRAFFIC CONTROL DEVICE is destroyed or damaged beyond repair, BEAUMONT shall take immediate action as necessary to protect the public health and safety, and shall notify BANNING'S City Engineer. The costs of any such emergency service or repair shall be handled pursuant to the provisions of Section 9, herein.

C.) At all times, BEAUMONT and any and all contractors used to provide the services herein, shall comply with any and all applicable local, State, and federal laws including, but not limited to, provisions of the California Labor Code applicable to public works requiring payment of prevailing wages, maintenance of certified payroll records, and registration with the Department of Industrial Relations.

4. The Parties shall agree in writing as to traffic signal timings for the traffic signal locations listed in Appendix "A". The timings shall be developed and maintained by BEAUMONT, in accordance with Manual on Uniform Traffic Control Devices (MUTCD). Any change in timing or operation proposed by one party shall be reviewed and agreed upon in writing by the Parties.

5. BANNING shall pay BEAUMONT its portion of the total cost of electrical energy, routine maintenance as described in Sections 3 and 4, above, and emergency service and repairs (collectively, "Total Costs"), in accordance with BANNING'S percentage of ownership set forth in Appendix "A". BEAUMONT shall be responsible for its portion of the Total Costs in accordance with its percentage of ownership set forth in Appendix "A".

6. BEAUMONT shall maintain detailed records of the work it performs or causes to be performed under this Agreement, including itemization of all costs of labor and materials actually incurred, and any and all third party suppliers' and/or contractors' invoices actually paid by BEAUMONT. These records shall be made available for inspection by BANNING during normal business hours following not less than three (3) business days' prior, written notice. BEAUMONT shall, on a quarterly basis, submit to BANNING an itemized accounting of the Total Cost and description of all services performed by BEAUMONT under this Agreement, and a breakdown of each Party's proportionate share of the Total Costs.

7. BANNING shall pay to BEAUMONT, on a QUARTERLY reimbursement basis, an amount equal to BANNING'S proportionate share of the Total Costs for the billing period, within thirty (30) days after receipt of an itemized statement from BEAUMONT. BEAUMONT shall not mark up any costs it incurs in providing any of the required services, in the itemized statement. In

the event that BANNING disputes the amounts stated on any itemize statement, BANNING shall submit within the 30-day period written notice of such dispute and the basis for the dispute. The Parties shall endeavor to resolve any such disputes within a reasonable time after BEAUMONT'S receipt of notice of dispute. Any dispute that is not resolved within five (5) business days shall be referred to the Parties' City Managers for resolution

8. This Agreement shall remain in force and effect until terminated by any of the Parties hereto upon sixty (60) days written notice to the other Party. Upon termination, and provided BEAUMONT is not then in default, BANNING shall reimburse BEAUMONT for any services provided up to the date of termination, or other agreed upon date, that remain unpaid.

9. If BEAUMONT is of the reasonable opinion that any work BEAUMONT has been directed to perform to keep any TRAFFIC CONTROL DEVICE fully functional, is beyond the scope of this Agreement and constitutes work outside of the scope of services described in Sections 3 and 4 herein ("Extra Work"), BEAUMONT shall promptly notify BANNING in writing of that opinion. A decision by BEAUMONT to immediately perform maintenance or repair services to avoid or minimize risk to the public health or safety, shall not affect any legal remedies available to either Party in the event of a dispute. In the event that BANNING agrees that such work constitutes Extra Work and authorizes BEAUMONT to perform the Extra Work, or approves as Extra Work, work already performed that could not reasonably be delayed, BANNING shall provide extra compensation, based on the percentages set forth in Appendix "A", to BEAUMONT upon fair and equitable basis in accordance with BEAUMONT'S standard rate.

10. Upon and subject to further agreement of the parties acknowledged in writing by BANNING'S City Engineer and BEAUMONT'S City Engineer, facilities may be added to the list of TRAFFIC CONTROL DEVICES to be maintained by BEAUMONT provided that the resulting increase(s) in costs in any given year does not exceed ten percent (10%) of the current Total Cost. Any increase in cost exceeding ten percent (10%) shall require approval of each Party's City Manager or City Council, depending on the amount of the increase(s) and the purchasing policy of each Party.

11. BANNING, shall indemnify, defend, and hold harmless BEAUMONT, its elected officials, officers, agents, servants, volunteers and employees with respect to any and all liability, claims, demands, debts, damages, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, personal injury or damage to property, stop notices, costs of defense and reasonable attorneys' fees in defending any such claim or action, arising out of or in any manner connected with the acts or omissions of BANNING or BANNING employees, agents or contractors, pursuant to this Agreement.

BEAUMONT shall indemnify, defend, and hold harmless BANNING, its elected officials, officers, agents, servants, volunteers and employees with respect to any and all liability, claims, demands, debts, damages, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, personal injury or damage to property, stop notices, costs of defense and reasonable attorney's fees in defending any such claim or action, arising out of or in any manner connected with the acts or omissions of BEAUMONT or BEAUMONT employees, agents or contractors, pursuant to this Agreement.

12. This Agreement contains the entire agreement of the parties with respect to the subject matter herein, and supersedes all prior negotiations, understandings or agreements pertaining to the locations set forth in Appendix "A". No representation, promise or agreement not set forth herein shall be binding on the Parties.

13. Notice. Any notice required or permitted to be sent to each party shall be sent by regular mail, addressed as follows:

City of Banning
99 East Ramsey Street
BANNING, California 92220
Attn: City Engineer

City of Beaumont
550 East 6th Street
BEAUMONT, CA 92223
Attn: City Engineer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF BANNING

Daniela Andrade
Mayor

ATTEST:

Sonja De La Fuente
Deputy City Clerk

APPROVED AS TO FORM

Kevin Ennis
City Attorney

CITY OF BEAUMONT

Mike Lara
Mayor

ATTEST:

Steven Mehlman
City Clerk

APPROVED AS TO FORM

John Pinkney
City Attorney

APPENDIX "A" - TRAFFIC CONTROL DEVICE LOCATIONS; PAYMENT PERCENTAGES

The percentages of ownership set forth in this Exhibit A constitute each Party's proportionate share of the total cost of maintenance and other services related to Traffic Control Devices, described in the Agreement, at the locations set forth below.

<u>LOCATION</u>	<u>% OF OWNERSHIP</u>
Highland Springs Avenue and 1 st Street/ Sun Lakes Boulevard	BEAUMONT—50% BANNING—50%
Highland Springs Avenue and 2 nd Street/Sun Lakes Village Dr.	BEAUMONT—50% BANNING—50%
Highland Springs Avenue and 6 th Street/Ramsey Street	BEAUMONT—50% BANNING—50%
Highland Springs Avenue and 8 th Street/Wilson Street	BEAUMONT—50% BANNING—50%
Highland Springs Ave and Main Drive	BEAUMONT—75% BANNING—25%
Highland Springs Avenue and Starlight Avenue/Atwell Dr.	BEAUMONT—50% BANNING—50%
Highland Springs Avenue and Starlight Avenue/Atwell Dr.	BEAUMONT—50% BANNING—50%
Highland Springs Ave and Sundance Drive	BEAUMONT—75% BANNING—25%
Highland Springs Ave and Meadowline Way/Oak Valley Pkwy	BEAUMONT—50% BANNING—50%
Highland Springs Ave and Discovery Way/Future Street	BEAUMONT—50% BANNING—50%
Highland Springs Ave and Cougar Way/Future Highland Home Rd	BEAUMONT—50% BANNING—50%