



DATE: April 7, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **RESOLUTION AUTHORIZING TWO MEMORANDA OF UNDERSTANDING WITH THE CITY OF VISTA FOR TRAFFIC SIGNAL MAINTENANCE AND COST-SHARING AT TWO SHARED INTERSECTIONS**

SYNOPSIS

Staff recommends that the City Council adopt a resolution authorizing two Memoranda of Understanding (MOU) with the City of Vista for traffic signal maintenance and cost sharing at two intersections: Emerald Drive/North Avenue and Olive Drive, and Vista Way/Thunder Drive.

BACKGROUND

The City operates and maintains two traffic signals that control intersections that are divided by the City boundaries with the City of Vista. The City has an existing agreement with the City of Vista to maintain and operate the traffic signal at Vista Way and Thunder Drive that was created when the signal was installed in 1986. Since that time another traffic signal was installed within both City limits at the intersection of Emerald Drive/North Avenue and Olive Drive. The City of Vista paid its fair share of the cost of installation for the first signal; however, there is no provision for ongoing contribution for maintenance or repair. Staff has negotiated agreements with the City of Vista staff to share the cost of operation and maintenance at both locations.

The Vista City Council approved the MOU on February 23, 2010.

ANALYSIS

Emerald Drive/North Avenue & Olive Drive

The City of Oceanside has maintained this traffic signal since the installation in 2004. The City of Vista shared in the original cost of the traffic signal and has modified the intersection within its boundaries at no cost to Oceanside. As shown in Exhibit A, the City boundaries run through the intersection and staff recommends a 50-50 split in maintenance and operation.

Vista Way & Thunder Drive

Vista Way and Thunder Drive traffic signal was installed in 1986 and the City of Vista shared in the original cost of construction. As shown in Exhibit B, the City boundary runs along the centerline of Thunder Drive at Vista Way. The City has an existing agreement with the City of Vista to share the cost of operation and maintenance for a 50-50 split. The proposed MOU (Exhibit C) is a more detailed agreement that specifically delegates responsibility for maintenance and equal cost sharing of the signal and will supersede the existing agreement.

Oceanside staff will bill the City of Vista quarterly for all operation and maintenance cost (including electrical cost) for both intersections.

FISCAL IMPACT

The proposed MOUs will provide a fair cost share of the traffic signal maintenance and operation. The cost of annual maintenance is approximately \$7,000 per intersection, and with the implementation of the MOU, the City of Oceanside's portion will be reduced to \$3,500 per intersection. Funding will be provided in the Oceanside Lighting District 2 -1991 account (320317221), which is used for all signal maintenance and power.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced Memoranda of Understanding have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

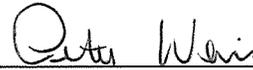
Staff recommends that the City Council adopt a resolution authorizing two Memoranda of Understanding with the City of Vista for traffic signal maintenance at the intersections of Emerald Drive/North Avenue and Olive Drive, and Vista Way/Thunder Drive.

PREPARED BY:

SUBMITTED BY:



David DiPierro
City Traffic Engineer



Peter A. Weiss
City Manager

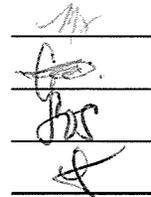
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Director

Scott O. Smith, City Engineer

Teri Ferro, Financial Services Director



ATTACHMENTS:

City Council Resolution

Exhibit A: Map of City boundary at Emerald Drive/North Avenue and Olive Drive

Exhibit B: Map of City boundary at Vista Way and Thunder Drive

Exhibit C: MOU for Traffic signal maintenance at the intersection of Vista Way and Thunder Drive

Exhibit D: MOU for Traffic signal maintenance at the intersection of Emerald Drive and Olive Avenue

Exhibit E: City of Vista Resolutions

1 RESOLUTION NO.

2 A RESOLUTION OF THE CITY COUNCIL OF THE
3 CITY OF OCEANSIDE APPROVING A
4 MEMORANDUM OF UNDERSTANDING WITH
5 THE CITY OF VISTA FOR TRAFFIC SIGNAL
6 MAINTENANCE AND COST-SHARING

7 (Emerald Drive/North Avenue and Olive Drive and at
8 Vista Way and Thunder Drive)

9 WHEREAS, the City of Vista and the City of Oceanside desire to enter into a
10 Memorandum of Understanding to provide for sharing the costs of operations and maintenance
11 of the traffic signals at the intersections of Emerald Drive/North Avenue and Olive Drive, and
12 at Vista Way and Thunder Drive (“The Intersections”); and

13 WHEREAS, the intersections are divided by the City of Oceanside and City of Vista city
14 limits; and

15 WHEREAS, Resolution No. 86-192, relating to maintenance responsibilities with the
16 City of Vista for the intersection of Vista Way and Thunder Drive is hereby superseded; and

17 WHEREAS, the Memorandum of Understanding will document each City’s respective
18 maintenance and operational responsibilities and cost-sharing obligations for the Intersections;
19 and

20 WHEREAS, the Memorandum of Understanding will benefit the public health, welfare
21 and safety by ensuring both Cities contribute to the maintenance of the traffic signals;

22 WHEREAS, the Memorandum of Understanding was approved by the City of Vista on
23 February 23, 2010;

24 ///

25 ///

26 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Oceanside that the Memorandum of Understanding with the City of Vista relating to the traffic signal maintenance and cost-sharing at the Intersections is hereby approved and the City Manager or his designee is hereby authorized and directed to execute said Memorandum of Understanding.

PASSED AND ADOPTED by the City Council of the City of Oceanside, California, this _____ day of _____, 2010, by the following vote:

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:

MAYOR OF THE CITY OF OCEANSIDE

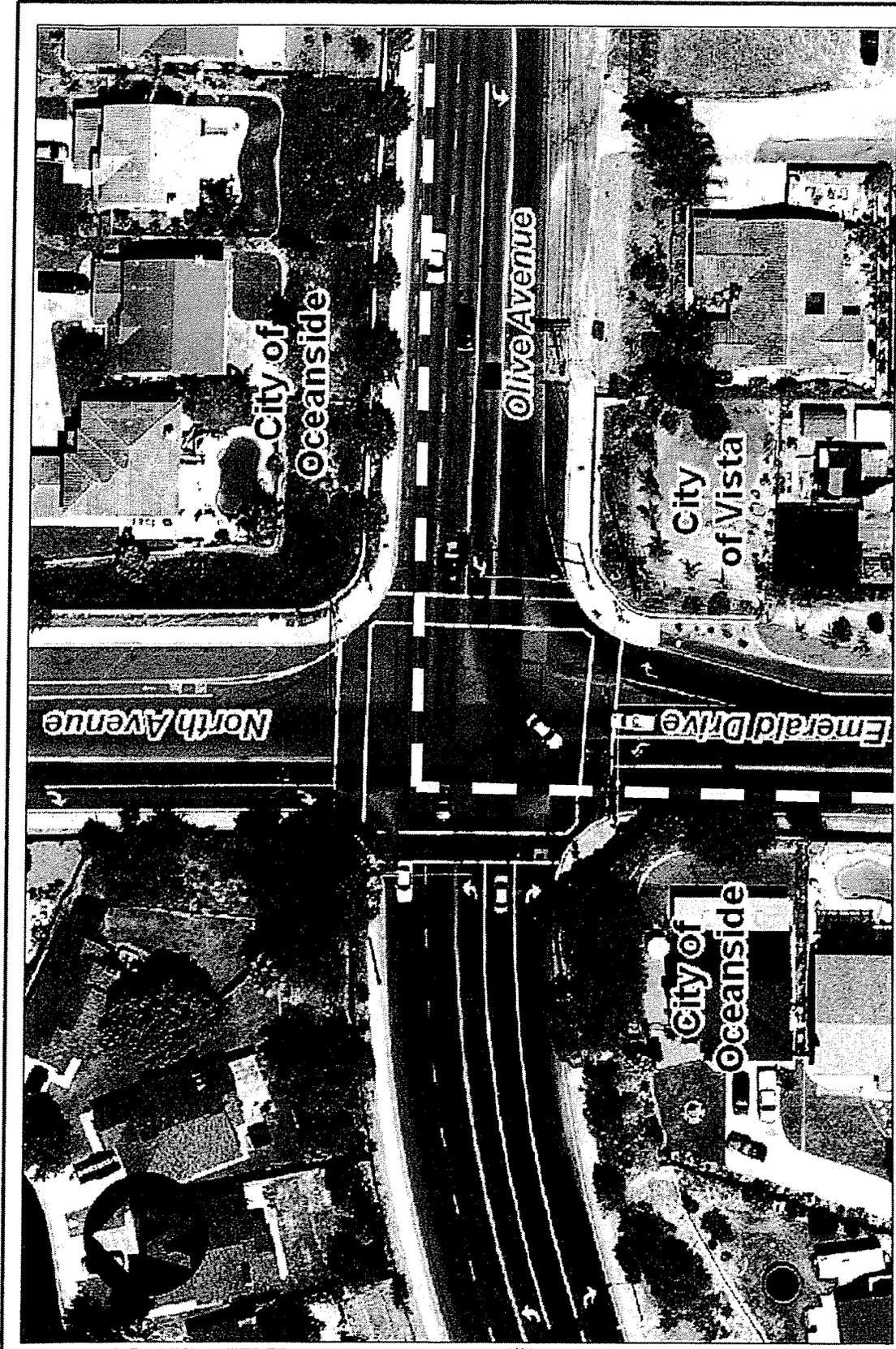
ATTEST:

APPROVED AS TO FORM:

CITY CLERK


CITY ATTORNEY

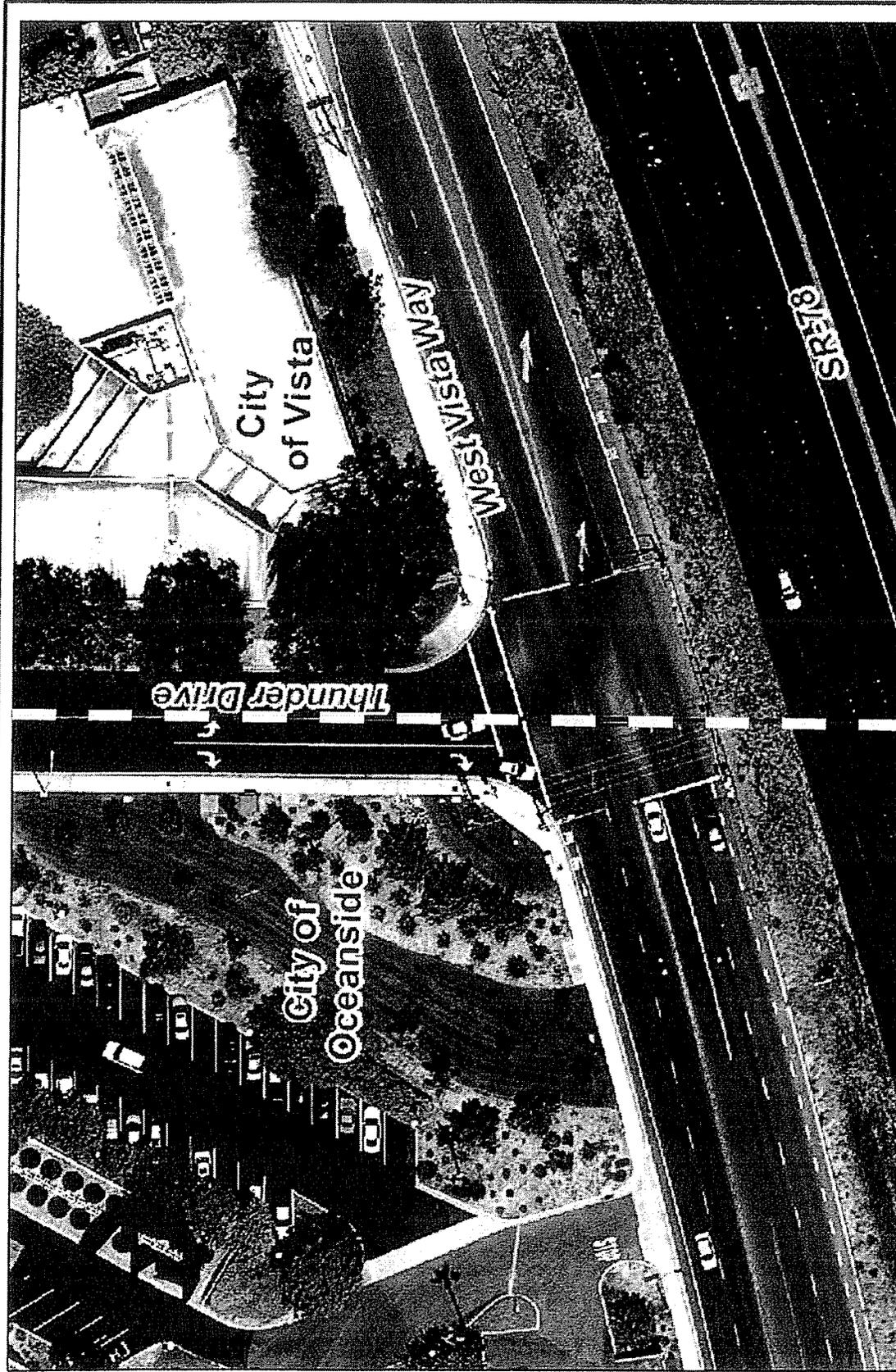
EXHIBIT A



DATE: February 23, 2010

SUBJECT: Traffic Signal Maintenance MOU with Oceanside

LOCATION: Emerald Drive / North Avenue at Olive Avenue



DATE: February 23, 2010

SUBJECT: Traffic Signal Maintenance MOU with Oceanside

LOCATION: West Vista Way at Thunder Drive

MEMORANDUM OF UNDERSTANDING BETWEEN THE CHARTERED CITY OF VISTA AND THE CITY OF OCEANSIDE FOR TRAFFIC SIGNAL MAINTENANCE AT THE INTERSECTION OF WEST VISTA WAY AND THUNDER DRIVE

This Memorandum of Understanding ("MOU") made by and between the Chartered City of Vista ("Vista") and the City of Oceanside ("Oceanside") this 23rd day of February, 2010.

Recitals

WHEREAS, a traffic signal has been erected at the intersection of West Vista Way and Thunder Drive (hereinafter "the Intersection") as part of road improvements to the intersection; and

WHEREAS, the Intersection is divided by the Vista and Oceanside boundary; and

WHEREAS, the parties agree that Oceanside shall be responsible for the operation, repair and maintenance of all of the traffic signals located at the Intersection; and

WHEREAS, the parties desire to enter into this MOU in order to document their respective duties with respect to the operation, repair and maintenance of the traffic signal at the Intersection.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, Vista and Oceanside agree as follows:

Agreement

1. Oceanside shall:

A. Control, time, operate, repair and maintain the traffic signal system located at the Intersection. For the purpose of this agreement, the "term traffic signal system" shall include, the traffic signal controller cabinet assembly and all controller cabinet contents; vehicle and pedestrian detection components, including signal loops; traffic signal poles, masts and appurtenances attached thereto; battery backup units; and all in-ground facilities including pole and cabinet foundations and anchor bolts, pull boxes, conduits, field wiring and service points.

B. Bill Vista on a quarterly basis fifty percent (50%) of the cost of repair and maintenance of the traffic signal system whether for routine or otherwise.

C. Maintain and repair at its own expense its own traffic signal communications system and all its components connecting the traffic signal at the Intersection with other traffic signals within its own jurisdictional boundaries.

D. Maintain and repair at its own expense traffic signal system components related to the Intersection or traffic signal within its own jurisdictional boundaries that are not defined above in paragraph 1.A, including, but not limited to striping, signage, markings, and pavement.

E. Coordinate with Vista before making any changes to the traffic signal system components related to the Intersection within its own jurisdictional boundaries not defined above in paragraph 1.A. Vista shall cooperate with Oceanside as stipulated below in paragraph 2.E.

F. Cooperate with Vista on any changes to the traffic signal components related to the intersection within Vista not defined above in paragraph 1.A.

2. Vista shall:

A. Pay to Oceanside its share of repair and maintenance cost for the traffic signal system within thirty (30) days of receipt of invoice from Oceanside.

B. Maintain and repair at its own expense its own traffic signal communications system and all its components connecting the traffic signal at the Intersection with other traffic signals within its own jurisdictional boundaries. Vista shall obtain permission from Oceanside prior to entering the traffic signal controller cabinet for the purpose of maintaining or repairing its traffic signal communications system. However, Vista shall not have control over the timing or operation of the traffic signal at the Intersection through computer software or by other means. If Vista changes the timing or operation of the traffic signal at the Intersection, Vista shall assume all responsibility and liability for the traffic signal system and all related components.

C. Maintain and repair at its own expense traffic signal system components related to the Intersection or traffic signal within its own jurisdictional boundaries not defined above, including, but not limited to striping, signage, markings, and pavement.

D. Coordinate with Oceanside before making any changes to the traffic Signal system components related to the intersection within its own jurisdictional boundaries that are not defined above in paragraph 1.A. Oceanside shall cooperate with Vista as stipulated above in paragraph 1.F.

E. Shall cooperate with Oceanside on any changes to the traffic signal components related to the intersection within Oceanside not defined above in paragraph 1.A.

3. Claims, Litigation.

In the event either party hereto is served with a claim or action arising out of the Tort Claims Act, the party shall notify the other party of the claim or action by providing a copy of the claim or action within fifteen (15) days of receipt. The parties shall attempt to proportionately share in the cost of defense, and the award of damages, if any. If the parties are unable to reach a mutual agreement as to their proportionate share in the cost of defense and damages, if any, they shall request the court to apportion their respective costs. In the even the Court declines to apportion such costs, they shall submit the matter to a mutually agreeable mediator. The cost of the mediator's services shall be shared equally between the parties.

4. Term of the Memorandum.

This memorandum of understanding shall take effect at the date first listed above and shall be automatically renewed annually without further action of either party, unless terminated as provided herein.

5. Termination of the Memorandum.

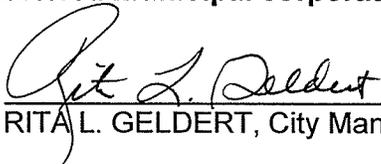
This memorandum of understanding may be terminated after the fifth anniversary by either party upon 90 days written notice to the other party.

6. Priority of Memorandum

This memorandum of understanding shall supersede and take precedence over all previous agreements between the parties hereto with respect to the maintenance and operation of the above mentioned traffic signals, but shall not supersede any existing agreements between the parties with respect to any other jointly shared traffic signals.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

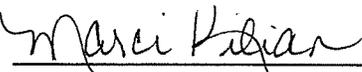
**CITY OF VISTA,
a chartered municipal corporation**

By: 
RITA L. GELDERT, City Manager

**CITY OF OCEANSIDE,
a municipal corporation**

By: _____
PETER WEISS, City Manager

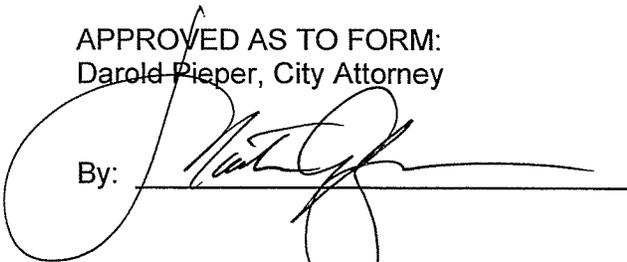
ATTEST:
Marci Kilian, City Clerk

By: 

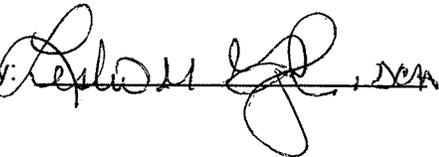
ATTEST:
Barbara Riegel Wayne, City Clerk

By: _____

APPROVED AS TO FORM:
Darold Pieper, City Attorney

By: 

APPROVED AS TO FORM:
John Mullen, City Attorney

By: 

RISK MANAGER REVIEW
Dolores Gascon, Risk Manager

By: 

MEMORANDUM OF UNDERSTANDING BETWEEN THE CHARTERED CITY OF VISTA AND THE CITY OF OCEANSIDE FOR TRAFFIC SIGNAL MAINTENANCE AT THE INTERSECTION OF EMERALD DRIVE AND OLIVE AVENUE

This Memorandum of Understanding ("MOU") made by and between the Chartered City of Vista ("Vista") and the City of Oceanside ("Oceanside") this 23rd day of February, 2010.

Recitals

WHEREAS, a traffic signal has been erected at the intersection of Emerald Drive / North Avenue and Olive Avenue (hereinafter "the Intersection") as part of road improvements to the intersection; and

WHEREAS, the Intersection is divided by the Vista and Oceanside boundary; and

WHEREAS, the parties agree that Oceanside shall be responsible for the operation, repair and maintenance of all of the traffic signals located at the Intersection; and

WHEREAS, the parties desire to enter into this MOU in order to document their respective duties with respect to the operation, repair and maintenance of the traffic signal at the Intersection.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, Vista and Oceanside agree as follows:

Agreement

1. Oceanside shall:

A. Control, time, operate, repair and maintain the traffic signal system located at the Intersection. For the purpose of this agreement, the "term traffic signal system" shall include, the traffic signal controller cabinet assembly and all controller cabinet contents; vehicle and pedestrian detection components, including signal loops; traffic signal poles, masts and appurtenances attached thereto; battery backup units; and all in-ground facilities including pole and cabinet foundations and anchor bolts, pull boxes, conduits, field wiring and service points.

B. Bill Vista on a quarterly basis fifty percent (50%) of the cost of repair and maintenance of the traffic signal system whether for routine or otherwise.

C. Maintain and repair at its own expense its own traffic signal communications system and all its components connecting the traffic signal at the Intersection with other traffic signals within its own jurisdictional boundaries.

D. Maintain and repair at its own expense traffic signal system components related to the Intersection or traffic signal within its own jurisdictional boundaries that are not defined above in paragraph 1.A, including, but not limited to striping, signage, markings, and pavement.

E. Coordinate with Vista before making any changes to the traffic signal system components related to the Intersection within its own jurisdictional boundaries not defined above in paragraph 1.A. Vista shall cooperate with Oceanside as stipulated below in paragraph 2.E.

F. Cooperate with Vista on any changes to the traffic signal components related to the intersection within Vista not defined above in paragraph 1.A.

2. Vista shall:

A. Pay to Oceanside its share of repair and maintenance cost for the traffic signal system within thirty (30) days of receipt of invoice from Oceanside.

B. Maintain and repair at its own expense its own traffic signal communications system and all its components connecting the traffic signal at the Intersection with other traffic signals within its own jurisdictional boundaries. Vista shall obtain permission from Oceanside prior to entering the traffic signal controller cabinet for the purpose of maintaining or repairing its traffic signal communications system. However, Vista shall not have control over the timing or operation of the traffic signal at the Intersection through computer software or by other means. If Vista changes the timing or operation of the traffic signal at the Intersection, Vista shall assume all responsibility and liability for the traffic signal system and all related components.

C. Maintain and repair at its own expense traffic signal system components related to the Intersection or traffic signal within its own jurisdictional boundaries not defined above, including, but not limited to striping, signage, markings, and pavement.

D. Coordinate with Oceanside before making any changes to the traffic Signal system components related to the intersection within its own jurisdictional boundaries that are not defined above in paragraph 1.A. Oceanside shall cooperate with Vista as stipulated above in paragraph 1.F.

E. Shall cooperate with Oceanside on any changes to the traffic signal components related to the intersection within Oceanside not defined above in paragraph 1.A.

3. Claims, Litigation.

In the event either party hereto is served with a claim or action arising out of the Tort Claims Act, the party shall notify the other party of the claim or action by providing a copy of the claim or action within fifteen (15) days of receipt. The parties shall attempt to proportionately share in the cost of defense, and the award of damages, if any. If the parties are unable to reach a mutual agreement as to their proportionate share in the cost of defense and damages, if any, they shall request the court to apportion their respective costs. In the even the Court declines to apportion such costs, they shall submit the matter to a mutually agreeable mediator. The cost of the mediator's services shall be shared equally between the parties.

4. Term of the Memorandum.

This memorandum of understanding shall take effect at the date first listed above and shall be automatically renewed annually without further action of either party, unless terminated as provided herein.

5. Termination of the Memorandum.

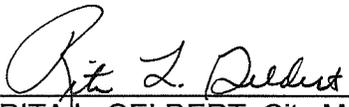
This memorandum of understanding may be terminated after the fifth anniversary by either party upon 90 days written notice to the other party.

6. Priority of Memorandum

This memorandum of understanding shall supersede and take precedence over all previous agreements between the parties hereto with respect to the maintenance and operation of the above mentioned traffic signals, but shall not supersede any existing agreements between the parties with respect to any other jointly shared traffic signals.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF VISTA,
a chartered municipal corporation

By: 
RITA L. GELDERT, City Manager

CITY OF OCEANSIDE,
a municipal corporation

By: _____
PETER WEISS, City Manager

ATTEST:
Marci Kilian, City Clerk

By: 

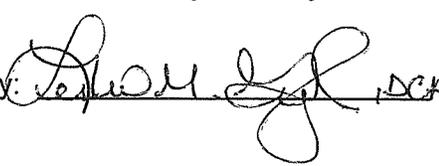
ATTEST:
Barbara Riegel Wayne, City Clerk

By: _____

APPROVED AS TO FORM:
Darold Pieper, City Attorney

By: 

APPROVED AS TO FORM:
John Mullen, City Attorney

By:  JCA

RISK MANAGER REVIEW
Dolores Gascon, Risk Manager

By: 

RESOLUTION NO. 2010- 26

**A RESOLUTION OF THE CITY COUNCIL OF THE CHARTERED
CITY OF VISTA, CALIFORNIA, APPROVING A MEMORANDUM
OF UNDERSTANDING WITH THE CITY OF OCEANSIDE FOR
TRAFFIC SIGNAL MAINTENANCE AT THE INTERSECTION OF
WEST VISTA WAY AND THUNDER DRIVE**

The City Council of the City of Vista does resolve as follows:

1. **Findings.** The City Council hereby finds and declares the following:
 - A. Chapter 3.08 of the Vista Municipal Code authorizes the City to contract for goods and services.
 - B. A traffic signal exists at the intersection of West Vista Way and Thunder Drive.
 - C. The boundary between Oceanside and Vista bisects the West Vista Way and Thunder Drive intersection.
 - D. The traffic signal equipment is located both in Vista and Oceanside.
 - E. The City of Vista and the City of Oceanside desire to enter into a Memorandum of Understanding to establish the terms for operation, maintenance and liability of the traffic signal.
2. **Action.**
 - A. The Memorandum of Understanding between the City of Vista and the City of Oceanside for traffic signal maintenance at the intersections of West Vista Way and Thunder Drive is approved.
 - B. The City Manager is authorized to execute the MOU on behalf of the City.
 - C. All previous determinations or declarations of the City of Vista in conflict herewith are repealed and rescinded.

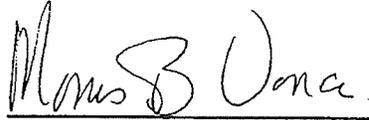
(Continued on next page.)

3. **Adoption.** PASSED AND ADOPTED at a meeting of the City Council held on February 23, 2010, by the following vote:

AYES: MAYOR VANCE, GRONKE, CAMPBELL, LOPEZ

NOES: NONE

ABSTAIN: NONE



MORRIS B. VANCE, MAYOR

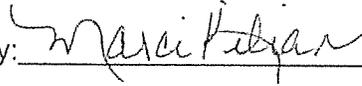
APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

ATTEST:
MARCI KILIAN, CITY CLERK

By: _____



By: _____



RESOLUTION NO. 2010-25

A RESOLUTION OF THE CITY COUNCIL OF THE CHARTERED CITY OF VISTA, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF OCEANSIDE FOR TRAFFIC SIGNAL MAINTENANCE AT THE INTERSECTION OF EMERALD DRIVE / NORTH AVENUE AND OLIVE AVENUE

The City Council of the City of Vista does resolve as follows:

1. **Findings.** The City Council hereby finds and declares the following:
 - A. Chapter 3.08 of the Vista Municipal Code authorizes the City to contract for goods and services.
 - B. A traffic signal exists at the intersection of Emerald Drive / North Avenue and Olive Avenue.
 - C. The boundary between Oceanside and Vista bisects the Emerald Drive / North Avenue and Olive Avenue intersection.
 - D. The traffic signal equipment is located both in Vista and Oceanside.
 - E. The City of Vista and the City of Oceanside desire to enter into a Memorandum of Understanding to establish the terms for operation, maintenance and liability of the traffic signal.
2. **Action.**
 - A. The Memorandum of Understanding between the City of Vista and the City of Oceanside for traffic signal maintenance at the intersections of Emerald Drive / North Avenue and Olive Avenue is approved.
 - B. The City Manager is authorized to execute the MOU on behalf of the City.
 - C. All previous determinations or declarations of the City of Vista in conflict herewith are repealed and rescinded.

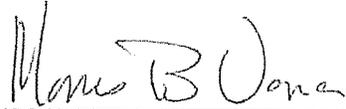
(Continued on next page.)

3. Adoption. PASSED AND ADOPTED at a meeting of the City Council held on February 23, 2010, by the following vote:

AYES: MAYOR VANCE, GRONKE, CAMPBELL, LOPEZ

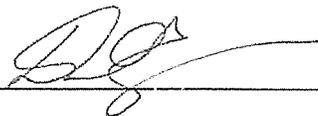
NOES: NONE

ABSTAIN: NONE

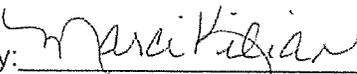


MORRIS B. VANCE, MAYOR

APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

By:  _____

ATTEST:
MARCI KILIAN, CITY CLERK

By:  _____