



Agenda Item A.5
CONSENT CALENDAR
Meeting Date: November 4, 2008

TO: Mayor and Councilmembers

FROM: Dan Singer, City Manager

CONTACT: Steve Wagner, Community Services Director
Robert Morgenstern, Public Works Manager

SUBJECT: Assignment of Traffic Signal Maintenance Contract

RECOMMENDATION:

Authorize the City Manager to approve an Assignment Agreement between Traffic Signal Maintenance and Republic ITS.

BACKGROUND:

On June 17, 2008, Council approved Amendment No. 5 to extend the Signal Maintenance Agreement with Traffic Signal Maintenance, Inc. (TSM) through June 30, 2009. This is the final year this contract can be extended. TSM provides monthly traffic signal maintenance services and performs routine inspections on all City signalized intersections, flashing warning signals, lighted pedestrian crossings, loop/video detection and radar feedback signs. TSM also responds to emergency call-outs for bulb or signal failures, and provides special equipment and installations as requested.

Recently, staff was informed by TSM of a proposed merger with Republic ITS (Republic). Republic provides similar traffic maintenance services for numerous cities throughout California. A draft assignment agreement between TSM and Republic has been submitted, reviewed by the City Attorney and is presented herein for Council approval pursuant to the original contract with TSM (Attachment 1).

DISCUSSION:

The proposed assignment agreement between TSM and Republic conveys all the requirements and obligations identified in the current contract between the City and TSM to Republic. Republic will keep every aspect of the contract in effect through the termination date. The City's traffic signal maintenance services would be provided by the same TSM personnel for the same rate as the current contract. By approving the assignment agreement the City would benefit from the additional resources of Republic which is a much larger signal maintenance company. For these reasons staff is recommending the approval of the proposed assignment agreement.

GOLETA STRATEGIC PLAN:

The signal maintenance contract remains consistent with the Goal in the Goleta Strategic Plan entitled, "Prioritize Maintenance of City Streets, Parks & Facilities." Specifically, these projects meet the Objective "Routine Street Maintenance" and moves the City closer toward realizing its vision as defined within the City's Strategic Plan.

ALTERNATIVES:

The City Council may elect not to approve the assignment agreement and continue the existing contract with TSM for the remainder of the fiscal year. However, such action could result in the loss of certain signal maintenance technicians that have significant knowledge of the City's traffic signal system.

FISCAL IMPACTS:

There are no fiscal impacts. The remainder of the approved Budget amount would not change.

Submitted By:

Reviewed By:

Approved By:

Steve Wagner
Community Services Director

Michelle Greene
Administrative
Services Director

Daniel Singer
City Manager

ATTACHMENTS:

1. Executed Assignment Agreement between Traffic Signal Maintenance and Republic ITS.

ATTACHEMENT 1

Assignment Agreement between Traffic Signal Maintenance and Republic ITS

EXHIBIT 2.9(a)(iii)(b)

Seller Contract Assignment

ASSIGNMENT AND ASSUMPTION OF
CONTRACT AND AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT AND AGREEMENT (this "Assignment") is made as of _____, 2008 (the "Effective Date"), by and between Traffic Signal Maintenance, Inc., a California corporation ("Assignor"), and Republic Intelligent Transportation Services, Inc., a California corporation ("Assignee").

BACKGROUND:

A. Assignor is a party to that certain Goleta Consultant Services Agreement dated June 4, 2004 and as has been amended from time to time (the "Subject Contract") between the City of Goleta (the "Contract Party") and Assignor.

B. Assignor has agreed to assign to Assignee all of its right, title and interest as lessee under the Subject Contract, and Assignee has agreed to accept such assignment from Assignor.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, Assignor and Assignee agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Subject Contract, subject to all of the terms and provisions of the Subject Contract including consent by the Contract Party.

2. Assignee hereby accepts the foregoing assignment subject to and upon the terms and conditions set forth in this Assignment and the Subject Contract and hereby assumes and agrees to be bound by and perform the obligations under the Subject Contract arising after the Effective Date (other than the obligations of the Contract Party).

3. Assignee agrees that the performance of the Subject Contract shall be carried out under the direct supervision of Rob Eaton.

4. Assignor agrees to defend, indemnify and hold Assignee free and harmless from all claims, liabilities and expenses (including, but not limited to, reasonable attorneys' fees and litigation costs) arising with respect to Assignor's obligations under the Subject Contract arising prior to the Effective Date.

5. Assignee to defend, indemnify and hold Assignor free and harmless of all claims, liabilities and expenses (including, but not limited to, reasonable attorneys' fees and litigation costs) arising with respect to such obligations.

6. Assignor agrees that the Contract Party and Assignee may modify, amend or alter the Subject Contract in any way deemed appropriate, including the extension of the term of the

Subject Contract, and that further assignments of the Subject Contracts may be made, all without notice to or the consent of Assignor, subject to the written consent of the Contract Party.

7. Assignor agrees that, within three (3) business days after receiving any notice from Contract Party under the Subject Contract relating to performance of Assignor's or Assignee's obligations under the Subject Contract, Assignor shall send a copy of such notice to Assignee at the following address:

Republic ITS
371 Bel Marin Keys Blvd. #200
Novato, CA 94949
Attention: Jeff Asch

or to any other address Assignee from time to time may designate for such purposes by written notice given to Assignor at the following address:

Traffic Signal Maintenance
Attention: Robert or Cecilia Eaton
5367 Ogan Road
Carpentaria, CA 93013

or such other address as Assignor may designate for such purposes by written notice given to Assignee.

8. This Assignment may be executed in counterparts and this Assignment shall be effective when each Party shall have executed at least one counterpart thereof.

9. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, transferees and assigns.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

TRAFFIC SIGNAL MAINTENANCE, INC.,
a California corporation

REPUBLIC INTELLIGENT
TRANSPORTATION SERVICES, INC.
a California corporation

By: _____

By: _____

Its: _____

Its: _____

CONSENT

City of Goleta ("City"), a party to the "Subject Contract" referred to in the Assignment and Assumption of Contract and Agreement (the "Assignment") to which this Consent (the "Consent") is attached, hereby agrees as follows:

1. The City hereby consents to the assignment of the Subject Contract made pursuant to the Assignment; provided that this Consent shall not waive the City's right to consent to further assignments of the Subject Contract and subject to the assignor's agreement to provide services under the Subject Contract under the direct supervision of Rob Eaton.

2. This Consent satisfies all of the requirements of the Subject Contract pertaining to the City's Consent to the Assignment; and

3. This Consent shall bind the City and its successors and assigns.

Date: _____, 2008

CITY OF GOLETA

By: _____

Its: _____