

AGREEMENT FOR MAINTENANCE OF TRAFFIC SIGNALS AND SAFETY LIGHTING BETWEEN CITY OF FULLERTON AND CITY OF ANAHEIM

THIS AGREEMENT ("agreement") made and entered into this ____ day of _____, 20__.

BY AND BETWEEN the CITY OF FULLERTON, a Municipal Corporation hereinafter designated as "FULLERTON" and the CITY OF ANAHEIM, a Municipal Corporation, hereinafter designated as "ANAHEIM".

R E C I T A L S

WHEREAS, a portion of the traffic signals at the intersections identified in Exhibit A fall within the jurisdiction of both FULLERTON and ANAHEIM; and

WHEREAS, separate mutual agreements currently exist between the cities of FULLERTON and ANAHEIM governing some but not all of the aforementioned shared intersections; and

WHEREAS, FULLERTON AND ANAHEIM agree that having one entity take the responsibility of the operations and maintenance of the traffic signal system at the identified intersections would be the most effective way in assuring that the traffic signal system remains operational as designed and programmed; and

WHEREAS, it is in the interest of both FULLERTON and ANAHEIM to have one all-inclusive agreement governing maintenance and fiscal responsibility for the specified traffic signals at intersections identified in Exhibit A to this Agreement.

NOW THEREFORE, in consideration of the premises and the respective and mutual promises and agreements hereinafter set forth, said parties hereby promise and agree as follows:

IT IS MUTUALLY AGREED by the parties hereto that:

- I. FULLERTON shall be responsible for traffic signal timing for each of the traffic signals identified in Exhibit A and will periodically implement signal timing changes on an as needed basis to efficiently operate the traffic signal in accordance with traffic engineering practices and changing traffic patterns. Staff and consultant costs incurred to monitor, modify, and implement traffic signal timing for the traffic signals at the intersections listed in Exhibit A will be borne by the City of Fullerton.
- II. FULLERTON shall maintain the traffic signals and intersection lighting; however, the maintenance and operational costs of said traffic signal shall be borne between the two (2) cities as identified in Exhibit A.
- III. Any physical modifications and/or changes to the traffic signal at the identified intersections, outside of maintenance and repair activity, are to be jointly agreed to between the two parties before implementation. Implementation costs for all such agreed to modifications and upgrades are to be split based on the percentages provided in Exhibit A.

- IV. FULLERTON shall invoice ANAHEIM for ANAHEIM's share of costs once per month and ANAHEIM shall pay FULLERTON within no more than thirty (30) days following receipt of said invoice. Costs shall include regular monthly maintenance, emergency maintenance, extraordinary maintenance, replacements, electrical and telephone interconnect communication charges.
- V. Neither FULLERTON, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ANAHEIM under or in connection with any work, authority, or jurisdiction reserved by or delegated to ANAHEIM under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, ANAHEIM shall defend, indemnify, and hold FULLERTON harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ANAHEIM under or in connection with any work authority or jurisdiction reserved by or delegated to ANAHEIM under this Agreement.
- VI. Neither ANAHEIM, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by FULLERTON under or in connection with any work, authority, or jurisdiction reserved by or delegated to FULLERTON under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, FULLERTON shall defend, indemnify, and hold ANAHEIM harmless from and liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by FULLERTON under or in connection with any work, authority, or jurisdiction that has hereby been reserved by or delegated to FULLERTON under this Agreement.
- VII. The intersections identified in Section I of this Agreement are the only intersections governed by this Agreement. Any intersection not identified in Section I are not subject to this Agreement unless subsequently added by amendment.
- VIII. All prior agreements governing the maintenance and operation of traffic signals at the intersections governed by this Agreement are herein superseded and replaced by this Agreement.
- IX. This Agreement shall remain in force and effect until terminated by either Party hereto upon sixty (60) days written notice to the other Party. Upon termination, and provided FULLERTON is not then in default, ANAHEIM shall reimburse FULLERTON for any services provided up to the date of termination, or other agreed upon date, that remain unpaid.
- X. Upon and subject to further agreement of the parties acknowledged in writing by FULLERTON'S City Engineer and ANAHEIM'S City Engineer, facilities may be added to the list of locations to be maintained by FULLERTON through Amendment to this Agreement.
- XI. Notice. Any notice required or permitted to be sent to each party shall be sent by regular mail, addressed as follows:

City of Fullerton
303 W. Commonwealth
Fullerton, California 92832
Attn: City Engineer

City of Anaheim
200 S. Anaheim Blvd.
Anaheim, California 92805
Attn: City Engineer

IN WITNESS WHEREOF, this Agreement has been duly executed by the respective parties hereto by their authorized officers as the date hereinabove first written.

CITY OF FULLERTON,
A Municipal Corporation

Mayor

ATTEST:

Fullerton City Clerk

APPROVED AS TO FORM:

Fullerton City Attorney

APPROVED AS TO CONTENT:

Director of Public Works, Fullerton

CITY OF ANAHEIM,
A Municipal Corporation

Mayor

ATTEST:

Anaheim City Clerk
APPROVED AS TO FORM:

Anaheim City Attorney

APPROVED AS TO CONTENT:

Director of Public Works, Anaheim

EXHIBIT A

<u>Intersection</u>	<u>Fullerton</u>	<u>Anaheim</u>
a. Lemon Street and Liberty Avenue	75%	25%
b. Lemon Street and Orangefair Avenue	50%	50%
c. Lemon Street and Orangethorpe Avenue	50%	50%
d. Orangethorpe Avenue and Raymond Avenue	50%	50%
e. Orangethorpe Avenue and State College Blvd.	75%	25%