

CITY OF VISALIA
TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS TRAFFIC SIGNAL MAINTENANCE AGREEMENT (“Agreement”), entered into as of _____, 2019, by and between the CITY OF VISALIA, a municipal corporation (“City”), and COUNTY OF TULARE, a political subdivision of the State of California (“County”). The City and the County are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A. WHEREAS, the developer of the Sequoia Commons project (Self Help Enterprises) has agreed to finance the construction of a traffic control signal (“Signal”), flashing beacons, sign lighting, and highway safety lighting system (collectively the “Traffic Control Equipment”) at the intersection of Riggan Avenue (Avenue 312) and American Street (Road 76) (“Intersection”) in connection with the Sequoia Commons development;
- B. WHEREAS, the west leg of the Intersection is under the jurisdiction of the County;
- C. WHEREAS, the County is responsible for maintaining the west leg of the Intersection;
- D. WHEREAS, the south and east legs as well as the future north leg of the Intersection are under the jurisdiction of the City;
- E. WHEREAS, the City is responsible for maintaining the south, east as well as the future north legs of the Intersection;
- F. WHEREAS, the City and County share two-thirds and one-third, respectively of the cost of operating and maintaining the Intersection; and
- G. WHEREAS, it is the mutual desire of the Parties to enter into this Agreement to equitably share in the cost of operating and maintaining the Signal and said Traffic Control Equipment for the best accomplishment, through City and County cooperation, of the operation and maintenance of the Signal said Traffic Control Equipment for the benefit of the people of the City and of the County.

NOW, THEREFOR THE PARTIES AGREE AS FOLLOWS:

- 1. This Agreement shall become effective _____, 20____. The term of this Agreement is indefinite, and shall remain in full force and effect until this Agreement expires. This Agreement will automatically expire when the Intersection is annexed into the City.
- 2. The City shall accept control, operation and maintenance over all, or one-hundred percent (100%), of the Traffic Control Equipment, including those facilities located inside the city limit line of the City. Those facilities include, but are not limited to, advanced warning signs, yellow flashing beacons, energy costs, underground conduits, electrical conductors,

vehicle detectors, and other equipment necessary to provide a fully functional signalized intersection. The maintenance of the pavement is the responsibility of each respective jurisdiction

3. The County shall reimburse the City for thirty three and one third percent (33.33%) of the operation and maintenance costs described in Paragraph 2. The City will submit to the County an invoice quarterly, once every three (3) months. The County agrees to remit payment for each invoice rendered hereunder by the County within thirty (30) days of receipt of the City's request for payment.
4. Until this Agreement expires, each Party agrees to defend, indemnify, and hold harmless the other Party and the officers, employees, and agents of the other Party, from any liability, claims, actions, costs, damages or losses for any injury, including death to any person, or damage to any property, arising out of any duties which are the responsibility of the Party pursuant to this Agreement. The Parties agree to notify each other of any claim or action arising from this Agreement and to fully cooperate in the defense. County and City further agree that neither party may bind the other to a settlement agreement without the written consent of both County and City. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, County and City may seek reimbursement and/or reallocation of settlement payments, judgments and awards, consistent with such comparative fault. Each Party is responsible for their own attorney's fees, shall bear its own defense costs, and waives the right to seek reimbursement of such costs.
5. Should County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim or action arising out of the concurrent acts or omissions of the Parties. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, unless otherwise mutually agreed to in writing.
6. This Agreement represents the entire agreement between City and County as to its subject matter and no prior oral or written understanding shall be of any force of effect. No part of this Agreement may be modified without the written consent of both Parties.
7. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

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County:

RMA Director

Government Plaza
5961 S. Mooney Blvd.
Visalia, CA 93277

Phone No. (559) 624-7000
Fax No.: (559) 730-2653

With a Copy to:

County Administrative Officer

2800 W. Burrel Ave.
Visalia, CA 93291

Phone No.: (559) 636-5005
Fax No.: (559) 733-6318

CITY:

City Manager
220 N Santa Fe Street
Visalia, CA 93291

Fax No.: (559) 713-4800
Phone No. (559) 713-4332

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth (4th) day after the date of mailing. Either Party may change the above address by giving written notice pursuant to this paragraph.

8. Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.
9. This Agreement may be executed in counterparts, each of which is an original and all of which taken together form one single document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers.

[remainder of page intentionally blank]

CITY OF VISALIA

Date: _____

By: _____
Randy Groom, City Manager

Approved as to Form

Date: _____

By: : _____
Attorney for City

COUNTY OF TULARE

Date: _____

By : _____
Chairman, Board of Supervisors


ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By : _____
Deputy Clerk

Approved as to Form
County Counsel

Date: _____

By:  _____
Deputy

Matter # 20191206