

**COUNTY-CITY AGREEMENT REGARDING THE OPERATION AND
MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEMS AT THE
MARIPOSA ROAD INTERSECTIONS OF SOUTH
99 FRONTAGE ROAD WEST AND STAGECOACH ROAD**

THIS AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEMS AT THE MARIPOSA ROAD INTERSECTIONS OF SOUTH 99 FRONTAGE ROAD WEST AND STAGECOACH ROAD ("Agreement") is made and entered into this _____ day of _____, 2019, by and between the CITY OF STOCKTON, a Municipal Corporation to the State of California, ("CITY") and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, ("COUNTY").

WITNESSETH:

The California Department of Transportation (Caltrans) has made roadway improvements to Mariposa Road as part of the South Stockton State Route 99 Widening; and

South 99 Frontage Road West has been realigned to facilitate a reconstructed interchange at State Route 99 and Mariposa Road; and

The Caltrans roadway improvements required the installation of traffic signal systems at the Mariposa Road intersections of South 99 Frontage Road West and Stagecoach Road; and

The intersection of Mariposa Road and South 99 Frontage Road West is located within the boundaries of CITY and serves both CITY and COUNTY residents; and

The intersection of Mariposa Road and Stagecoach Road is located within the boundaries of COUNTY and serves both CITY and COUNTY residents; and

COUNTY and CITY find that the maintenance and operation cost incurred be shared by COUNTY and CITY in proportions herein set forth;

NOW, THEREFORE, it is mutually agreed by and between CITY and COUNTY as follows:

1. For the purpose of this agreement, CITY shall act as the fiscal agent for COUNTY.
2. CITY shall perform all work necessary, including the daily operation and maintenance of the traffic signal systems.
3. CITY shall make all payments for the operation and maintenance of the traffic signal systems.

4. CITY shall make available to COUNTY all documents showing all costs incurred by CITY pertaining to said maintenance and operation.
5. CITY shall bill COUNTY and COUNTY shall pay CITY each quarter for COUNTY's portion of the cost.
6. All costs of maintenance and energy shall be shared between COUNTY and CITY in the following ratio until such time that a change in the corporate limits of CITY or access changes related to traffic signal operation to adjacent properties alter the ratio of intersection approaches:

Mariposa Road / South 99 Frontage Road West

33 percent to be paid by COUNTY
67 percent to be paid by CITY

Mariposa Road / Stagecoach Road

75 percent to be paid by COUNTY
25 percent to be paid by CITY

7. CITY shall indemnify, defend and hold harmless COUNTY, its officers, agents, and employees from any and all liability for injuries to persons or damage to property caused or resulting in any manner from CITY's operations of or the failure to maintain the traffic signals and lighting which are the subject of this Agreement.
8. Amendment to this Agreement shall be mutually agreed to between CITY and COUNTY. The City Manager or his designee for CITY and COUNTY shall have the authority to amend this Agreement by written concurrence.

IN WITNESS WHEREOF, this agreement has been executed by the respective parties hereto through their respective authorized officers on the day and year first above written.

COUNTY OF SAN JOAQUIN

CITY OF STOCKTON

By: _____
Chair, Board of Supervisors

By: _____
KURT O. WILSON
City Manager

ATTEST:

By: _____
MIMI DUZENSKI
Clerk of the Board of Supervisors

ATTEST:

By: _____
CHRISTIAN CLEGG
Deputy City Manager / Interim City
Clerk

RECOMMENDED FOR APPROVAL:

By: _____
KRIS BALAJI, PMP, P.E.
Director of Public Works
San Joaquin County

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

APPROVED AS TO FORM:

By: _____
LAWRENCE P. MEYERS
Deputy County Counsel