

Please execute three (3) copies of the Traffic Signal Maintenance Service Agreement and return two (2) fully executed originals to the address below.

And return to:

City of Concord
Attn: Mary Rae Lehman
1950 Parkside Drive
Concord, CA 94519

TRAFFIC SIGNAL MAINTENANCE SERVICE AGREEMENT

1. **Date and Parties:** Effective on _____, the County of Contra Costa, a political subdivision of the State of California (hereinafter called "County"), and the City of Concord, a municipal corporation in the County (hereinafter called "City"), hereby mutually agree and promise as set forth below, pursuant to Government Code sections 6500-6520.

2. **Purpose:** The City and County desire to arrange for the maintenance of certain traffic signals and highway lighting facilities, and to apportion the cost of such maintenance work. The signals and facilities covered by this Agreement are located solely within the City, are located partly within the City and partly within the County (i.e., joint signals or facilities), or are located within the County but serve intersection legs originating within the City.

3. **Maintenance Work:**
 - A. The County will perform the maintenance work and other services described in Exhibits A, B, and C attached to this Agreement, including any modifications approved by the parties pursuant to Section 8 of this Agreement.

 - B. Timing adjustments will be made by County personnel only as directed by the City. For signals located partly in the County and partly in the City, the City shall coordinate timing adjustments with the County.

 - C. Engineering services, equipment upgrading and detector loop replacement or installation are not covered by this Agreement, but may be requested as additional services pursuant to Board of Supervisors Resolution No. 77/944 and the provisions of Section 8 of this Agreement.

4. **Compensation:** As compensation for the work and services described in Section 3A above, the City shall pay the County for the City's share of the actual cost of all labor, equipment and materials furnished by the County, including applicable overhead charges authorized by the County Auditor-Controller, in an amount not to exceed \$49,999 for the term of this Agreement. The percentage of costs chargeable to the City (i.e., the City's share) for each signal or facility covered by this Agreement is listed in Attachment A attached to this Agreement. The County shall maintain cost records for all work and services performed under this Agreement.

5. Billing:

- A. The County shall bill the City for work and services performed under this Agreement as soon as possible after the end of the calendar month in which the work or services were furnished. The City shall pay its share to the County within 30 (thirty) days after the date of billing.
- B. Extraordinary expense, such as for the repair or replacement of extensive damage, shall be assessed against the particular signal or facility involved. Billing for such expense shall be itemized as to materials, salaries and benefits, equipment rental, County overhead and other items. The City's share of such expense shall be the percentage for the particular signal or facility set forth in Attachment A attached to this Agreement.

6. Responsibilities:

- A. It shall be the City's responsibility to provide to the County any information available to the City on the design, engineering, installation, modification and timing of those signals and facilities covered by this Agreement. In particular, the City shall furnish the following items to the County:
 - 1) as-built construction drawings (2 each);
 - 2) manufacturer's cabinet drawings (2 each);
 - 3) manufacturer's maintenance manual and parts catalog for the controller and related equipment; and
 - 4) Service and maintenance records.
- B. Special test equipment adapters, if required because of signal equipment unique to the City, shall be furnished by the City or purchased by the County and reimbursed by the City. Spare parts necessary for the maintenance of the City's signals and facilities shall be provided at the City's expense.
- C. The City shall pay its appropriate share for all electricity delivered to the signals and facilities covered by this Agreement. The City's share for each signal or facility is listed in Attachment A attached to this Agreement. For those signals and facilities located entirely within the City, the City shall receive billing from, and make payment to, the utility company delivering the electricity. For all other signals and facilities covered by this Agreement, the County shall make payment to the utility company and shall bill the City for the City's share of such electricity.

7. **Hold Harmless:** The County agrees to indemnify and hold harmless the City for any damage, injury, or death of or to any person or the property of any person, including attorneys and expert fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the County, its officers, employees, agents and volunteers, in performing any of the County's obligations under this Agreement.

The City agrees to indemnify and hold harmless County for any damage, injury, or death of or to any person or the property of any person, including attorneys and expert fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the City, its officers, employees, agents and volunteers, in performing any of the City's obligations under this Agreement.

For those signals and facilities not located entirely within the City, the County's obligation to indemnify shall be limited to the City's share for the signal or facility generating the claim or loss, as set forth in Attachment A attached to this Agreement.

Nothing in this Agreement is intended to affect the legal liability of either party to third parties by imposing any standard of care different from the standard of care imposed by law. Nothing in this section is intended to affect the provisions of Government Code section 57325 as to territory annexed subsequent to the execution of this Agreement.

8. **Modification:** This Agreement shall be subject to modification only with the written consent of the authorized representative of both parties. Any modification which adds or deletes signals or facilities, or which changes the work or services to be performed by the County, shall be reflected in modified exhibits, which modified exhibits shall supersede the exhibits referred to in Section 3A of this Agreement. Each modification shall set forth the increase or decrease in compensation and other special conditions applicable to the modification. For purposes of this section and Section 9 of this Agreement, the County designates its Director of Public Works as its duly authorized representative, and the City designates its Director of Public Works as its duly authorized representative.
9. **Termination:** This Agreement may be terminated at any time by the authorized representative of either party upon six months prior written notice to the other party. Once such notice is given, this Agreement shall terminate six months after the date of the notice. The provisions of Section 7 of this Agreement shall survive any termination of this Agreement.

Notices of termination shall be sent to the parties by certified mail, return receipt requested, at the following addresses:

Contra Costa County
c/o Public Works Department
255 Glacier Dr.
Martinez, CA 94553

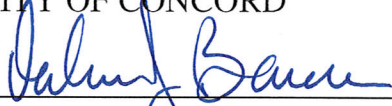
Public Works Director
City of Concord
1455 Gasoline Alley
Concord, CA 94520

- 10. **Prior Agreements:** Any and all prior agreements between the parties concerning maintenance of traffic signals and highway lighting facilities are hereby terminated as of the date set forth in Section 1 of this Agreement.
- 11. **Accountability:** The parties to this Agreement are strictly accountable for all funds received for the work and services described in the Agreement and shall report all receipts and disbursements relating to the work and services described in this Agreement. Any surplus money on hand at the termination of this Agreement shall be returned to the parties in proportion to the contributions made.
- 12. **Severability:** Should any provision of the Agreement be held to be unenforceable or invalid by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement.

COUNTY OF CONTRA COSTA

CITY OF CONCORD

By: _____
Director of Public Works

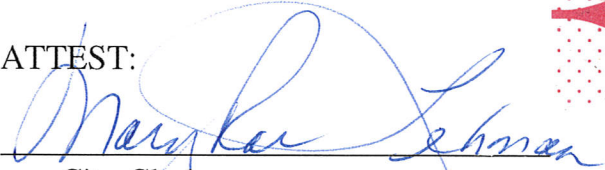


Valerie J. Barone
City Manager

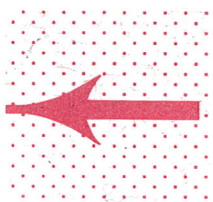
Recommended for Approval:

ATTEST:

By: _____
Deputy Public Works Director



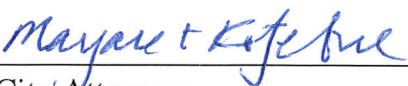
City Clerk



Approved as to form:

Approved as to form:

Sharon L. Anderson, County Counsel

By: 

City Attorney

TO: FINANCE DIRECTOR, CITY OF CONCORD

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2013/2014 AND FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT: THE SUM OF \$49,999 Account Code 261-5340-1Z01-63800-0400
400. ✓ 12 Nov 2013


Finance Director's Signature

Date: Nov 22, 2013

**TRAFFIC SIGNAL MAINTENANCE SERVICE AGREEMENT
EXHIBIT C
SCHEDULE OF SERVICES**

COUNTY OF CONTRA COSTA
 APPROVED _____
 TITLE _____
 DATE _____

TOWN OF DANVILLE
 APPROVED _____
 TITLE _____
 DATE _____

LEVEL OF SERVICE	SCHEDULE OF SERVICE	A CONTROLLER FUNCTION	B SIGNAL HEAD FUNCTIONS	C PEDESTRIAN PUSHBUTTONS	D PEDESTRIAN HEADS	E DETECTOR LOOPS OR PRESSURE PADS	F RELAMP ENTIRE INTERSECTION OR AS NEEDED	G REMOVE AND / OR SERVICE CONTROLLER	H SERVICE RELAYS AND OTHER CABINET EQUIP.	I PAINTING OF POLES AND / OR CABINET	J KNOCK DOWN REPAIRS AND EMERGENCY SERVICES	K EMERGENCY TIMING CHANGES
1A	MONTHLY											
1B	BI-MONTHLY											
1C	QUARTERLY											
1D	SEMI-ANNUALLY											
1E	YEARLY											
	AS DIRECTED											
	AS NEEDED											