

A G R E E M E N T

THIS AGREEMENT, made and entered into this 25th day of August, 1969, by and between:

LATOLLA & KNOTT

"

MAGNOLIA

CITY OF STANTON,  
a municipal corporation, hereinafter  
designated as "CITY," and

COUNTY OF ORANGE, a political subdivision  
of the State of California, hereinafter  
designated as "COUNTY."

WITNESSETH:

WHEREAS, CITY and COUNTY have various traffic signal and intersection lighting installations that are partially in area under jurisdiction of COUNTY and partially in area under jurisdiction of CITY, and

WHEREAS, CITY and COUNTY desire to specify the procedure for equitably distributing the maintenance costs for said installations, and

WHEREAS, the provisions of Title 1, Division 7, Chapter 5, Article 1, of the California Government Code entitled "Joint Powers Agreements" authorize two or more public agencies to jointly exercise any power common to the contracting parties.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

I. This Agreement shall supersede all previous agreements with respect to maintenance of traffic signals and intersection lighting.

II. Routine maintenance work to be performed will include contracting for and/or furnishing of, electrical energies and the necessary repairs or replacements as required to insure a satisfactory service. Installation of additional facilities is not a maintenance function under the provisions of this Agreement.

III. The maintenance and operational costs for traffic signal and intersection lighting installations shall be borne by the parties hereto and shall be based on the actual maintenance and operational costs incurred at each installation; CITY's share of said cost at each installation shall be a sum, bearing the same proportion to the total cost of maintenance, as the number of legs of highways under jurisdiction of CITY at the location involved, bears to the total number

1 of legs of highways at such location; COUNTY's share of said cost  
2 at each installation shall be a sum, bearing the same proportion to  
3 the total cost of maintenance, as the number of legs of highways  
4 under jurisdiction of COUNTY at the location involved, bears to the  
5 total number of legs of highways at such location.

6 IV. The minimum maintenance cost division at any intersection under the  
7 terms of this agreement shall be based upon one half (1/2) of one  
8 (1) leg of that intersection. A substantial portion of the traveled  
9 way shall lie within the jurisdiction of the agency concerned, wher-  
10 ever the above minimum "1/2 leg" division is a part.

11 V. For purposes of determining the number of highway legs applicable  
12 to each jurisdiction, the CITY limits shall be as they exist at the  
13 time the maintenance costs are incurred.

14 VI. The traffic signal and highway lighting installations at which the  
15 cost of maintenance is shared by CITY and COUNTY, along with the pro-  
16 portion of costs for each agency, are shown on Exhibit "A," attached  
17 hereto and made a part hereof.

18 VII. CITY will furnish, service and/or perform such maintenance work as i  
19 specifically delegated to it, and COUNTY will furnish, service and/o  
20 perform the work not otherwise assigned to CITY, all as shown on  
21 Exhibit "A," attached.

22 VIII. The maintenance responsibilities for all future cooperative installa-  
23 tions shall be borne by the COUNTY unless otherwise provided for in  
24 the cooperative agreement for the installation.

25 IX. The agency assuming the maintenance responsibilities in accordance  
26 with Section VI, VII, AND VIII above will bill the other involved  
27 agency, as provided for in this Agreement, and will promptly be re-  
28 imbursement by the billed agency, for the appropriate maintenance costs.

29 X. Exhibit "A" of this Agreement may be amended as required for future  
30 traffic signal and highway lighting installations upon the mutual  
31 consent of the COUNTY Road Commissioner and the CITY Engineer.

1 XI. In the event an annexation includes a portion of an existing COUNTY  
2 installation, CITY will be responsible for costs as outlined in  
3 Paragraph III. Should all COUNTY legs of highway at a particular  
4 installation be annexed to CITY, then CITY shall assume all mainten-  
5 ance responsibilities on the effective date of the annexation to CIT  
6 CITY shall submit a revised copy of Exhibit "A" for approval by the  
7 COUNTY Road Commissioner within thirty (30) days of the effective  
8 date of said annexation.

9 XII. It is mutually understood and agreed:

10 (a) That neither COUNTY nor any officer or employee thereof shall  
11 be responsible for any damage or liability occurring by reason  
12 of anything done or omitted to be done by CITY under or in  
13 connection with any work, authority or jurisdiction delegated  
14 to CITY under this agreement. It is also understood and agreed  
15 that, pursuant to Government Code Section 895.4, CITY shall  
16 fully indemnify and hold COUNTY harmless from any liability  
17 imposed for injury (as defined by Government Code Section 310.8  
18 occurring by reason of anything done or omitted to be done by  
19 CITY under or in connection with any work, authority or juris-  
20 diction delegated to CITY under this agreement.

21 (b) That neither CITY nor any officer or employee thereof shall be  
22 responsible for any damage or liability occurring by reason  
23 of anything done or omitted to be done by COUNTY under or in  
24 connection with any work, authority or jurisdiction not dele-  
25 gated to CITY under this agreement. It is also understood and  
26 agreed that, pursuant to Government Code Section 895.4, COUNTY  
27 shall fully indemnify and hold CITY harmless from any liability  
28 imposed for injury (as defined by Government Code Section 810.8  
29 occurring by reason of anything done or omitted to be done by  
30 COUNTY under or in connection with any work, authority or

31 /

32 /

jurisdiction not delegated to CITY under this agreement.

IN WITNESS WHEREOF, CITY has caused this agreement to be executed by its Mayor, and attested by its Clerk, and COUNTY has caused this agreement to be executed by the Chairman of its Board of Supervisor and attested by its Clerk, all thereunto duly authorized by Minute Order of CITY Council and the Board of Supervisors.

CITY OF STANTON,  
a municipal corporation.

Dated: August 25 1969

By Frank H. Moss  
Mayor

ATTEST:

M. E. St John  
City Clerk - C. B.

COUNTY OF ORANGE,  
a political subdivision  
of the State of California.

Dated: \_\_\_\_\_ 19\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

W. E. ST JOHN  
County Clerk and ex-officio  
Clerk of the Board of Supervisors

APPROVED AS TO FORM  
ADRIAN KUYPER, COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By Adrian P. Coury

EXHIBIT "A"

A Part of an Agreement Between  
County of Orange and the City of Stanton

Traffic Signal Location	Responsible Agency	Total Legs @ I/S	Division of Costs	
			CITY Less % of cost	COUNTY Less % of cost
* Katella & Knott	County	4	1½ 37.5%	1½ 37.5%
** Katella & Magnolia	County	4	1½ 37.5%	1½ 37.5%

\* City of Cypress - 25%

\*\* City of Garden Grove - 25%

## A G R E E M E N T

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1969, BY AND BETWEEN

CITY OF GARDEN GROVE,  
a municipal corporation hereinafter  
designated as "CITY," and

COUNTY OF ORANGE,  
a political subdivision of the  
State of California, hereinafter  
designated as "COUNTY."

## WITNESSETH:

WHEREAS, CITY and COUNTY have various traffic signal and intersection lighting installations that are partially in area under jurisdiction of COUNTY and partially in area under jurisdiction of CITY, and

WHEREAS, CITY and COUNTY desire to specify the procedure for equitably distributing the maintenance costs for said installations, and

WHEREAS, the provisions of Title 1, Division 7, Chapter 5, Article 1, of the California Government Code entitled "Joint Powers Agreements" authorize two or more public agencies to jointly exercise any power common to the contracting parties,

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

- I. This agreement shall supersede all previous agreements with respect to maintenance of traffic signals and intersection lighting.
- II. Routine maintenance work to be performed will include contracting for and/or furnishing of, electrical energies and the necessary repairs or replacements as required to insure a satisfactory service. Installation of additional facilities is not a maintenance function under the provisions of this agreement.
- III. The maintenance and operational costs for traffic signal and intersection lighting installations shall be borne by the parties hereto and shall be based on the actual maintenance and operational costs incurred at each installation. CITY's share of said cost at each installation shall be a sum, bearing the same proportion to the total cost of maintenance, as the number of legs of highways under jurisdiction of CITY at the location involved, bears to the total



- number of legs of highways at such location; COUNTY's share of said cost at each installation shall be a sum, bearing the same proportion to the total cost of maintenance, as the number of legs of highways under jurisdiction of COUNTY at the location involved, bears to the total number of legs of highways at such location.
- IV. The minimum maintenance cost division at any intersection under the terms of this agreement shall be based upon one half (1/2) of one (1) leg of that intersection. A substantial portion of the traveled way shall lie within the jurisdiction of the agency concerned, wherever the above minimum "1/2 leg" division is a part.
- V. For purposes of determining the number of highway legs applicable to each jurisdiction, the CITY limits shall be as they exist at the time the maintenance costs are incurred.
- VI. The traffic signal and highway lighting installations at which the cost of maintenance is shared by CITY and COUNTY, along with the proportion of costs for each agency, are shown on Exhibit "A," attached hereto and made a part hereof.
- VII. CITY will furnish, service and/or perform such maintenance work as is specifically delegated to it, and COUNTY will furnish, service and/or perform the work not otherwise assigned to CITY, all as shown on Exhibit "A," attached.
- VIII. The maintenance responsibilities for all future cooperative installations shall be borne by the COUNTY unless otherwise provided for in the cooperative agreement for the installation.
- IX. The agency assuming the maintenance responsibilities in accordance with Section VI, VII, and VIII above will bill the other involved agency, as provided for in this agreement, and will promptly be reimbursed by the billed agency, for the appropriate maintenance costs.
- X. Exhibit "A" of this agreement may be amended as required for future traffic signal and highway lighting installations upon the mutual consent of the COUNTY Road Commissioner and the CITY Engineer.

1 I. In the event an annexation includes a portion of an existing COUNTY  
2 installation, CITY will be responsible for costs as outlined in  
3 Paragraph III. Should all COUNTY legs of highway at a particular  
4 installation be annexed to CITY, then CITY shall assume all mainten-  
5 ance responsibilities on the effective date of the annexation to  
6 CITY. CITY shall submit a revised copy of Exhibit "A" for approval  
7 by the COUNTY Road Commissioner within thirty (30) days of the  
8 effective date of said annexation.

9 II. It is mutually understood and agreed:

10 (a) That neither COUNTY nor any officer or employee thereof shall  
11 be responsible for any damage or liability occurring by reason  
12 of anything done or omitted to be done by CITY under or in  
13 connection with any work, authority or jurisdiction delegated  
14 to CITY under this agreement. It is also understood and agreed  
15 that, pursuant to Government Code Section 895.4, CITY shall  
16 fully indemnify and hold COUNTY harmless from any liability  
17 imposed for injury (as defined by Government Code Section  
18 310.6), occurring by reason of anything done or omitted to be  
19 done by CITY under or in connection with any work, authority or  
20 jurisdiction delegated to CITY under this agreement.

21 (b) That neither CITY nor any officer or employee thereof shall be  
22 responsible for any damage or liability occurring by reason  
23 of anything done or omitted to be done by COUNTY under or in  
24 connection with any work, authority or jurisdiction not dele-  
25 gated to CITY under this agreement. It is also understood and  
26 agreed that, pursuant to Government Code Section 895.4, COUNTY  
27 shall fully indemnify and hold CITY harmless from any liability  
28 imposed for injury (as defined by Government Code Section 310.6),  
29 occurring by reason of anything done or omitted to be done by  
30 COUNTY under or in connection with any work, authority or  
31 jurisdiction not delegated to CITY under this agreement.



1 IN WITNESS WHEREOF, CITY has caused this agreement to be  
2 executed by its Mayor, and attested by its Clerk, and COUNTY has caused  
3 this agreement to be executed by the Chairman of its Board of Supervisors  
4 and attested by its Clerk, all thereto duly authorized by Minute Order  
5 of CITY Council and the Board of Supervisors.  
6

7 CITY OF GARDEN GROVE,  
8 a municipal corporation.

9 Dated: May 6 1969

By

Kathryn L. Barr  
Mayor

10  
11 ATTEST:

12 Ruby K. Silva  
13 City Clerk

14 COUNTY OF ORANGE,  
15 A political subdivision of the  
16 State of California.

17 Dated: 1969

By

Chairman, Board of Supervisors

18 ATTEST:

19 W. E. ST JOHN  
20 County Clerk and ex-officio  
21 Clerk of the Board of Supervisors

22 By

Deputy

23  
24  
25  
26  
27 APPROVED AS TO FORM  
28 ADRIAN RUTTER, COUNTY COUNSEL  
29 ORANGE COUNTY, CALIFORNIA

30 Adrian Rutter  
31  
32

10-27-69

RESOLUTION NO. 3681-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING REVISION OF EXISTING GENERAL TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH THE COUNTY OF ORANGE.

WHEREAS, an agreement by and between the City of Garden Grove and the County of Orange concerning the revision of existing general traffic signal maintenance agreement has been presented; and

WHEREAS, the City Council has heard read said agreement in full and is familiar with the contents thereof.

THEREFORE, BE IT RESOLVED by the City Council of the City of Garden Grove that said Agreement be and the same is hereby approved and the Mayor and City Clerk of the City of Garden Grove are directed to sign the same on behalf of said Council.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE this 6th day of May, 1969, by the following vote, to wit:

AYES:	COUNCILMEN:	BALLARD, LAKE, SCHMIT, BARR
NOES:	COUNCILMEN:	NONE
ABSENT:	COUNCILMEN:	DEAN

/s/ KATHRYN L. BARR  
\_\_\_\_\_  
MAYOR OF THE CITY OF GARDEN GROVE

ATTEST:

/S/ Ruby K. Silva

\_\_\_\_\_  
CITY CLERK OF THE CITY OF GARDEN GROVE

STATE OF CALIFORNIA     )  
COUNTY OF ORANGE     ) SS:  
CITY OF GARDEN GROVE   )

I, RUBY K. SILVA, City Clerk of Garden Grove, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of Garden Grove held May 6, 1969.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Garden Grove this 6th day of May, 1969.

/S/ Ruby K. Silva  
\_\_\_\_\_  
CITY CLERK OF THE CITY OF GARDEN GROVE

## A Part of an Agreement Between

County of Orange and the City of Garden Grove

Traffic Signal Location	Responsible Agency	Total Legs @ I/S	Division of Costs		
			CITY	COUNTY	
			Legs	% of cost	Legs % of cost
1. Katella Ave. @ Magnolia St.	County	4 *	1	25%	1½ 37½%
2. Chapman Ave. @ Dale St.	City	4 **	2	50%	1 25%
3. Lampson Ave. @ Haster St.	City	4	1	25%	3 75%
4. Katella Avenue @ Gilbert Street	City	4	1	25%	3 75%

\* City of Stanton 1½ legs - 37½%

\*\* City of Stanton 1 leg - 25%

May 14, 1969

Mr. A. S. Koch  
County Surveyor & Road Commissioner  
Orange County Highway Department  
400 West 8th Street  
Santa Ana, California 92701

Attention: Mr. G.B. Muckow

Gentlemen:

Subject: General Traffic Signal Maintenance  
Agreements with County of Orange

We are transmitting seven each, fully executed copies and a copy of the Excerpt from the Minutes of City Council meeting of May 6, 1969, for the subject Agreement.

These are being returned to your office for further processing. It is requested that one copy of the Agreement be returned to the writer upon completion of all necessary steps.

Yours very truly,

Elias John Garcia  
Assistant City Engineer

EJG:fd

Encl.

cc: Project No. 086 (AHFP 481)  
Traffic Engineer ✓  
Dir. of Public Services

---

1 A G R E E M E N T

2 THIS AGREEMENT, made and entered into December 30 1958

3 BY AND BETWEEN

CITY OF GARDEN GROVE, a  
municipal corporation, hereinafter  
designated as "CITY".

5 AND

COUNTY OF ORANGE, a political sub-  
division of the State of California  
hereinafter designated as "COUNTY".

8 R E C I T A L S

9 Considerable traffic congestion presently exists and is progres-  
10 sively increasing at the intersection of Katella Avenue and Magnolia  
11 Street;

12 The southerly line of Katella Avenue at that intersection is the  
13 northerly boundary line of City.

14 The relief of the existing traffic congestion at the intersection is  
15 of more than local importance and requires the cooperation of County and  
16 City;

17 County is willing to cooperate with City in the installation of the  
18 required traffic signal and intersection lighting system, and City is  
19 willing to cooperate with County in these matters and contribute to the  
20 maintenance of said system subsequent to their installation;

21 The intersection is to be improved with a traffic signal and inter-  
22 section lighting installation and associated road work. Said work of  
23 improvement shall be referred to hereinafter as the Project.

24 NOW, THEREFORE, in consideration of the premises and the mutual  
25 covenants herein contained, the parties agree:

26 1. County shall prepare the detailed plans, specifications and  
27 estimates at no cost to the City.

28 2. City shall approve said plans and specifications as to design  
29  
30  
31  
32



1 and construction features affecting the construction operation and main-  
2 tenance of the portion of the Project within the City.

3       3. City shall make all the necessary arrangements to acquire the  
4 right of way for its portion of the Project and shall, by appropriate  
5 Resolution of the City Council so certify to County, prior to the adop-  
6 tion of the Resolution of the Board of Supervisors approving the plans  
7 and specifications, that such acquisition has been accomplished.

8       4. County shall have jurisdiction of the construction area within  
9 the City, the same being Magnolia Street, to a point from Katella Avenue,  
10 500 feet southerly, during the period of time from the commencement of  
11 the installation of the signals and intersection lighting until its com-  
12 pletion.  
13

14       5. County be and it is hereby designated as the contracting and  
15 construction agent for the parties to do and perform all acts and things  
16 necessary or required in order to construct the Project in accordance  
17 with the plans and specifications, including material control, inspec-  
18 tion of the construction work, and to execute and deliver all documents  
19 necessary or required in connection with the construction and completion  
20 of said Project, including certificate of day labor, equipment and mat-  
21 erial costs, and certification of completion of the Project.  
22

23       6. City shall at all times during the progress of construction of  
24 the Project have access to the work for the purpose of inspection there-  
25 of and should City deem any remedial measures to be necessary, City  
26 shall notify the Road Commissioner of County thereof.  
27

28       7. Upon completion of the Project, any and all road work necessary  
29 in connection with the Project shall be paid for by the respective par-  
30 ties on the basis of the actual work done within the limits of their  
31 respective jurisdictions.  
32

8. Upon completion of the Project City will pay to County as its share of the installation of the traffic signal and intersection lighting system in the same ratio to the total cost of such system as the number of legs under City's jurisdiction entering the intersection are to the total number of legs entering the intersection. Said cost is presently estimated to be \$3,300.00, however, the actual amount to be determined after completion of the Project.

9. For the purpose of determining the proportionate share of the Project costs to be borne by the respective parties hereto the City limits of the City and the number of legs entering the intersection under the jurisdiction of the City shall be established as those existing at the time the Board of Supervisors adopts the Resolution approving the Project plans and specifications.

10. Upon completion of the Project, County agrees to submit full, true and correct copies of documents, certificates and itemized bills to the City, and City shall reimburse County promptly upon submission of statement of such costs for the full cost of the construction as defined in paragraphs 7 and 8 hereof. The costs shall be based on the contract unit cost of construction.

11. After the completion of the Project, the traffic signals shall be maintained by County and City shall pay to County upon submission of said costs the maintenance and energy costs in the same ratio to the total cost as the number of legs under City's jurisdiction entering the intersection are to the total number of legs entering the intersection.

1 IN WITNESS WHEREOF, City has caused this Agreement to be executed  
2 by its Mayor, and attested by its Clerk, and County has caused this  
3 Agreement to be executed by the Chairman of its Board of Supervisors and  
4 attested by its Clerk, all thereunto duly authorized by Minute Order of  
5 the City Council and the Board of Supervisors, respectively, on the date  
6 written opposite their signatures.  
7

8 CITY OF GARDEN GROVE, a  
9 municipal corporation

10 DATED: November 25, 1958

11 By H. Buntak  
12 Mayor

13 ATTEST:

14 Luen Wiesner  
15 Clerk of the Council

16 DATED: December 30 1958

17 COUNTY OF ORANGE, a political  
18 subdivision of the State of California

19 ATTEST:

20 L.B. Stallace  
21 County Clerk and ex-officio  
22 Clerk of the Board of Supervisors

23 By Wilho H. Lerner  
24 Chairman of the Board of Supervisors

25 APPROVED AS TO FORM  
26 JOEL E. OGLE, COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA

28 By J. R. H. Carson  
29 ASSISTANT  
30  
31  
32