RESOLUTION - ACTION REQUESTED 2017-582

MEETING: August 22, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Share Energy Costs for Lighting at Rte 49 and Darrah Rd.

RECOMMENDATION AND JUSTIFICATION: Approve an Agreement Between Caltrans and Mariposa County to Share Electrical Costs for Lighting at the intersection of Route 49 at Darrah Road; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In general, these are routine agreements used across the State to share electrical costs at locations where State Highways and Local Roads intersect and mutually benefit either for lighting or traffic signals. Per the agreement these costs will be shared equally between the parties on a 50% basis.

Sufficient funding is available within the existing Roads Division Budget to fund these costs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board traditionally has passed mutual benefit agreements with the State on issues such as this.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Could lead to the removal of the fixture which could result in a less safe traffic condition.

FINANCIAL IMPACT:
R Psycho has sufficient funding in their annual budget to fund this cost.

ATTACHMENTS:
Electrical cost share agmt Caltrans  (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR SHARING COST OF STATE HIGHWAY ELECTRICAL FACILITIES WITH COUNTY OF MARIPOSA

THIS AGREEMENT is made effective this 22\textsuperscript{nd} day of August, 2017, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the COUNTY of Mariposa, hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the COUNTY.

The cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting now in place at the intersection of any State Highway Route and any COUNTY street/road shall be shared as shown in Exhibit "A".

NOW THEREFORE IT IS AGREED:

1. Basis for Billing:

   1.1. It is agreed that monthly billings for flashing-beacons, traffic-signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:

      1.1.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

      1.1.2. Electrical energy

   1.2. It is agreed that quarterly billings for safety-lighting and sign-lighting shall be based on calculated unit-costs derived by averaging STATE’s District-wide costs each quarter. Costs are as follows:

      1.2.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

      1.2.2. Electrical energy

   1.3. It is agreed that quarterly billings invoiced to COUNTY for STATE-owned and maintained electrical facilities identified in Exhibit “A” will be based on actual costs paid by STATE, when derived from utility company billings. STATE will bill COUNTY quarterly in arrears for any COUNTY share of electrical facilities expenses shown in Exhibit “A”.

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2. Exhibit "A" will be amended, as necessary by written concurrence of both parties, to reflect changes to the system.

3. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by COUNTY.

4. LEGAL RELATIONS AND RESPONSIBILITIES

4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

4.2. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with exception of those actions of STATE necessary to cure a noticed default on the part of the COUNTY.

4.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

5. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES; by either party upon thirty (30) days' notice to the other party.

6. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.
PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF MARIPOSA

By: 
MARSHALL LONG
County Board of Supervisors Chairman

Initiated and Approved

By: 
MIKE HEALY
County Public Works Director

ATTEST:

By: 
RENE LA ROCHE
Clerk of the Board

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: 
MALCOLM DOUGHERTY
Director of Transportation

By: 
SAMUEL JORDAN
Deputy District Director, Acting
Maintenance and Operations

As to Form and Procedure:

By: 
STEVEN W. DALHEM
County Counsel

By: 
Attorney
Department of Transportation
EXHIBIT “A”
TRAFFIC SIGNAL AND LIGHTING AGREEMENT
Caltrans and Mariposa County
Effective
August 1, 2017

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State
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July 5, 2017
Route 49 PM 12.14