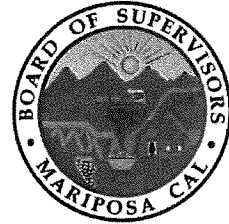




# MARIPOSA COUNTY

Public Works · 209 966 5356



## RESOLUTION - ACTION REQUESTED 2019-273

MEETING: May 21, 2019  
TO: The Board of Supervisors  
FROM: Mike Healy, Public Works Director  
RE: Electrical Lighting Shared Cost Agreement with Caltrans

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve an Agreement with Caltrans Detailing Responsibility for Electricity Costs Associated with In-Pavement Crosswalk and Street Lighting Associated with the Highway 140 Project from 4Th Street to 12Th Street and Intersection Lighting at Highway 49 at Darrah Road; and Authorize the Board of Supervisors Chair to sign the Agreement Upon Approval of County Counsel as to Form.

This agreement will assign cost liability both to Caltrans and the County for utility costs associated with the Highway 140 Pedestrian Safety Enhancement Project as well as the shared cost associated with Intersection Lighting Project at Highway 49 and Darrah Road. Utility costs associated with these improvements will be small given the installation of LED Products and will greatly improve Pedestrian Safety throughout the Mariposa Central Business District. The Intersection light already installed has already proven to popular safety addition according to the many resident calls that Public Works has received.

Also covered under this agreement are the costs of as required maintenance, and electrical consumption costs associated with the planned decorative lighting contained in the Highway 140 Project between 4th Street and 12th Street.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board has approved cost assignment agreement of this type with Caltrans in the past when it provides traffic safety benefits.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Caltrans could determine that without a local cost sharing partner that these lighting projects may not we worth their long term investment and cancel projects of this type where shared safety benefits are realized.

### **FINANCIAL IMPACT:**

**Financial impact for these traffic safety improvements will be minimal given that LED products will be used. Street lighting throughlot the Central Business**

## Resolution - Action Requested 2019-273

**District will be borne by the Downtown Lighting District with other location costs coming from appropriated Road Funds.**

**ATTACHMENTS:**

**ECS Mariposa Cnty 050919 (DOCX)**

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Kevin Cann, District IV Supervisor

**SECONDER:** Marshall Long, District III Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey

**AGREEMENT FOR SHARING COST OF STATE HIGHWAY  
ELECTRICAL FACILITIES WITH THE COUNTY OF MARIPOSA**

THIS AGREEMENT is made effective this 21<sup>st</sup> day of May, 2019, 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".

2. IF STATE approved decorative signal facility (pole and appurtenances) identified on Exhibit A, is damaged from an errant vehicle, vandalism, act of God, STATE will replace the signal

facility with standard equipment from STATE inventory. Should the COUNTY, if wishing to restore the equipment to its original STATE approved décor, COUNTY will then, at its own expense, using its own crews or contractors, and under the approval of an encroachment permit, exchange STATE standard equipment with STATE approved decorative equipment. COUNTY is responsible for maintaining inventory of the STATE approved decorative equipment. After swapping out the standard equipment with the decorative equipment, the COUNTY will then deliver STATE owned standard equipment to the Caltrans Modesto Electrical, 601 Crows Landing Road, Modesto California 95351. Any Maintenance of the STATE approved decorative equipment will be the 100% responsibility of the COUNTY.

3. Exhibit "A" will be amended, as necessary by written concurrence of both parties, to reflect changes to the system.
4. 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.

#### 5. LEGAL RELATIONS AND RESPONSIBILITIES

- 5.1. 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.
- 5.2. 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 their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, 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.
- 5.3. 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, tortious, 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.

May 6, 2019  
Route 140  
PM 21.258  
TR-10-9-0058

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

7. 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.

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

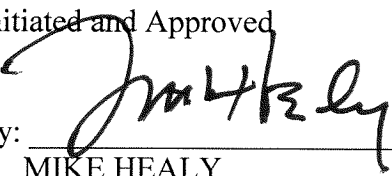
COUNTY OF Mariposa


STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By:   
MILES MENETREY  
Chairman, Board of Supervisors

LAURIE BERMAN  
Director of Transportation

Initiated and Approved

By:   
MIKE HEALY  
County Public Works Director

By:   
SAMUEL JORDAN  
Deputy District Director  
District 10 Division of Maintenance

ATTEST:

By:   
RENE LA ROCHE  
Clerk of the Board

APPROVED AS TO LEGAL FORM

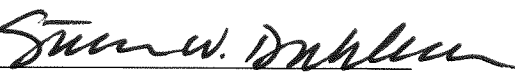
By:   
STEVEN W. DAHLEM  
County Counsel

EXHIBIT A  
TRAFFIC SIGNAL AND LIGHTING AGREEMENT  
Caltrans and Mariposa  
Effective April 1, 2019

BASIS OF COST DISTRIBUTION  
State-Owned and Maintained  
Billed by the State

No.	State Route	Post Mile	Location Description	Type of facility		Type Code	Units	Cost Distribution	
								State	County
1	49	12.140	RTE 49 & DARRAH ROAD	01214A	137W	L	0.4	50%	50%
				01214B	137W	L	0.4	50%	50%
2	140	21.258	RTE 140 & 3RD, 4TH, & 5TH STREET HIGHWAY LIGHTING & IN ROADWAY WARNING LIGHTING  & DECORATIVE LIGHTING-100% OWNED & OPERATED BY COUNTY	02126A	15W	L	0.1	0%	100%
				02126B	15W	L	0.4	50%	50%
				02126C	15W	L	0.1	0%	100%
				02126D	15W	L	0.1	0%	100%
				02126E	15W	L	0.1	0%	100%
				02126F	15W	L	0.1	0%	100%
				02126G	15W	L	0.1	0%	100%
				02126H	15W	L	0.1	0%	100%
				02126I	15W	L	0.1	0%	100%
				02126J	15W	L	0.1	0%	100%
				02126K	15W	L	0.1	0%	100%
				02126L	15W	L	0.1	0%	100%
				02126M	15W	L	0.1	0%	100%
3	140	21.440	RTE 140 & 6TH & 7TH STREET IN ROADWAY WARNING LIGHTING	02144A	15W	L	0.1	0%	100%
				02144B	15W	L	0.1	0%	100%
				02144C	15W	L	0.1	0%	100%
				02144D	15W	L	0.1	0%	100%
4	140	21.580	RTE 140 & 8TH STREET HIGHWAY LIGHTING & IN ROADWAY WARNING LIGHTING	02158A	165W	L	0.4	50%	50%
				02158B	165W	L	0.4	50%	50%
				02158C	15W	L	0.1	0%	100%
				02158D	15W	L	0.1	0%	100%
5	140	21.800	RTE 140 & 11TH & 12 <sup>TH</sup> STREET HIGHWAY LIGHTING & IN ROADWAY WARNING LIGHTING	02180A	165W	L	0.4	50%	50%
				02180B	165W	L	0.4	50%	50%
				02180C	165W	L	0.4	50%	50%
				02180D	165W	L	0.4	50%	50%
				02180E	15W	L	0.1	0%	100%
				02180F	15W	L	0.1	0%	100%
				02180G	15W	L	0.1	0%	100%
				02180H	15W	L	0.1	0%	100%