

MARIPOSA COUNTY

Public Works · 209 966 5356



RESOLUTION - ACTION REQUESTED 2019-658

MEETING: November 19, 2019
TO: The Board of Supervisors
FROM: Mike Healy, Public Works Director
RE: Authorize the Public Works Director to Sign an Agreement with Caltrans

RECOMMENDATION AND JUSTIFICATION:

Approve a Cooperative Agreement with Caltrans Regarding the County Providing Street Light Fixtures and Bollards in Conjunction with the Caltrans Downtown Improvement Project; Authorize the Public Works Director to Sign the Agreement.

This agreement formalizes and obligates the County to provide and deliver to Caltrans the Historic Street Light fixtures and Bollards for Caltrans installation in conjunction with this Project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County has signed cooperative agreements with Caltrans in the past where there is a benefit to the County such as in this instance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should this agreement not be approved Caltrans will not replace street lighting fixtures and the County will lose the ability of upgrading to LED energy efficient lighting in a uniform historic type fixtures throughout the project limits.

FINANCIAL IMPACT:

Sufficient funding is available in the Downtown Lighting District Account.

ATTACHMENTS:

Coop Agreement w Caltrans for streetlighting for the Downtown Imp Project (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

DEPARTMENT OF TRANSPORTATION

OFFICE OF THE DISTRICT 10 DIRECTOR
P.O. BOX 2048, STOCKTON, CA 95201
(1976 E. DR. MARTIN LUTHER KING JR. BOULEVARD 95205)
PHONE (209) 948-7943
FAX (209) 948-3895
TTY 711
www.dot.ca.gov



*Making Conservation
a California Way of Life.*

December 5, 2019

10-MPA-140-21.10-22.8
EA: 10-0Y600
Project ID: 1013000244
Local Improvements
Executed Cooperative Agreement 10-500

Mariposa County
Director of Public Works
5100 Bullion Street
Mariposa, CA 95338

Dear Director of Public Works:

Enclosed is one (1) original, fully executed Cooperative Agreement 10-500. Please see that the appropriate representatives at Mariposa County receive a copy.

Caltrans District 10, acknowledges and appreciates Mariposa County efforts in getting the Agreement executed.

If you have any questions, please contact me at (209) 948-3605.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Yolanda Tello-Jackson".

Yolanda Tello-Jackson
Cooperative Agreement Coordinator

Encl: Cooperative Agreement 10-500

COOPERATIVE AGREEMENT FOR LOCAL IMPROVEMENTS

This Agreement, effective on November 19, 2019 is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

MARIPOSA COUNTY, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. CALTRANS and COUNTY, collectively referred to as PARTIES, pursuant to California Streets and Highways Code Sections 114, 130 and 131 are authorized to enter into a Cooperative Agreement for IMPROVEMENTS on State highways within the MARIPOSA COUNTY.
2. For this Agreement COUNTY has requested that historic style lighting poles be installed within the historic district or between 4th Street and 7th Street as part of the CALTRANS 10-0Y600 Pedestrian Safety project, referred to herein as IMPROVEMENTS. COUNTY is willing to procure and furnish the light poles and luminaires associated with it, as documented in the Funding Summary. The Scope Summary and Funding Summary are attached to and made an express part of this Agreement.
3. All obligations and responsibilities assigned in this Agreement to complete the IMPROVEMENTS will be referred to hereinafter as WORK.
4. PARTIES intend to define herein the terms and conditions under which WORK for IMPROVEMENTS are performed and financed.

SECTION I

CALTRANS AGREES:

1. To administer the construction contract for the CALTRANS PROJECT and have the contractor complete the IMPROVEMENTS as a part of the CALTRANS PROJECT.
2. To install the County furnished historical style lighting poles and ensure lighting poles are operational for the IMPROVEMENTS pursuant to this Agreement.

SECTION II

COUNTY AGREES:

1. To be responsible for preparing the procurements specifications, procure the historical style lighting poles and make the lighting poles available for the Caltrans contractor to complete the IMPROVEMENTS, as defined in the Scope Summary.
2. To fund procurement of the historical style lighting poles with an estimated amount of \$48,900 for the IMPROVEMENTS.
3. To make all arrangements and provide CALTRANS' contractor with permits to enter and perform work outside of CALTRANS' right-of-way if such permits are necessary to complete the IMPROVEMENTS.

SECTION III

IT IS MUTUALLY AGREED:

1. All CALTRANS' obligations under this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

2. The cost of the IMPROVEMENTS performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation IMPROVEMENTS.

3. COUNTY's total obligation for IMPROVEMENTS is estimated in the amount of \$48,900.
4. IMPROVEMENTS costs shall not be increased unless it is a result of:
 - Material modifications based on approved plans and specifications by COUNTY.
 - The failure by COUNTY to perform its obligations under this Agreement following written notice from CALTRANS to COUNTY.
 - Unforeseen conditions that are discovered during the performance of the IMPROVEMENTS.
6. COUNTY will enter into a new maintenance agreement or amend the existing maintenance agreement with CALTRANS to further define their maintenance responsibilities.
7. Neither CALTRANS 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, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY or under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, 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, its contractors, sub-contractors and/or its agents under this Agreement.

8. 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 CALTRANS, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will 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, 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 CALTRANS, its contractors, sub-contractors and/or its agents under this Agreement.

15. This Agreement will terminate upon completion of the CALTRANS PROJECT and all parties have met all scope, cost, and schedule commitments included in this Agreement and have signed a Cooperative Agreement Closure Statement, which is a document signed by parties that verifies the completion of WORK for IMPROVEMENTS.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.


SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this Agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

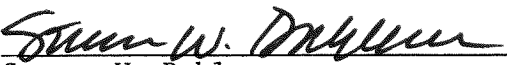
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF MARIPOSA

By: 
Dan McElhinney
District Director

By: 
Michael Healy
Director, Public Works

APPROVE AS TO FORM:


Steven W. Dahlem
County Counsel