

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

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the COUNTY of LAKE, 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. 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 their 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.

May 24, 2017

Lake County

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 LAKE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Chair, Board of Supervisors

MALCOLM DOUGHERTY
Director of Transportation

ATTEST: CAROL J. HUCHINGSON
Clerk of the Board

By: _____

By: _____
Mark Suchanek
Deputy District Director
Maintenance District

APPROVED AS TO FORM
ANITA L. GRANT
County Counsel

As to Form and Procedure:

By:  _____

By: _____
Attorney
Department of Transportation

May 24, 2017

EXHIBIT A
TRAFFIC SIGNAL AND LIGHTING AGREEMENT
Caltrans and COUNTY of LAKE
Effective _____, 20____

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

Route and PM	Location	Type of Facility	Cost Distribution	
			<u>STATE</u> <u>Maintenance Cost</u>	<u>COUNTY</u> <u>Energy Cost</u>
20 / 8.6-9.5	Upper Lake Mendenhall Main Street	Signal E0880 Lights 3-310	100	100
20 / 12.19- 12.24	Nice Lucerne Cutoff/Round About	Lights 7-310	100	100
20 / 12.68	Lakeview Hammond Stokes	Lights 9-310	100	100
20 / 13.29	Lakeshore Blvd Extension	Lights 5-310	100	100
20 / 29.54	Sulphur Bank Road	Light 1-310	100	100
29 / 4.15	Rancheria Road	Lights 2-310	100	100
29 / 5.81 175 / 28.04	Middletown Main Street	Signal E0582 E0055 Lights 2-310	100 100	100 100
29 / 5.90	Middletown Wardlaw	Signal E 0600 Lights 4-310	100	100
29 / 6.35	Middletown Butts Canyon Road	Light 1-310	100	100
29 / 9.90	Middletown Hartman Road	Flasher E0998 Light 1-200	100	100
29 / 20.31 53 / .30	Lowerlake Morgan Valley Road	Signal E1002 Lights 4-200 Flashers E2054/E0070	100 100	100 100
29 / 27.99	Red Hill Road Soda Bay Road	Signal E2800 Lights 4-310	100	100
29 / 34.6-34.9	Kelseyville Live Oak Drive	Signal E3460 Lights 4-200 Flashers E3459 E3461	100	100

May 24, 2017

EXHIBIT A

29 / 35.31- 35.34	Kelseyville Bell Hill Road	Lights 2-310	100	100
29 / 38.6	Highland Springs Road	Signal E3860 Lights 5-310 Flashers E3858 E3861	100	100
29 / 40.14	South Main Street	Signal E1040 Lights 6-200 Flashers E1039 E1041 E1038 E1042	100	100
29 / 47.85	Lucerne Undercrossing Lakeshore West Lake Road	Lights 10-310	100	100

Utility-Owned and Maintained
By the County

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Cost Distribution</u>	
			<u>STATE</u>	<u>COUNTY MAINTENANCE AND ENERGY</u>
20 / 27.98- 28.84	Safe Route to School	Decorative Lighting 29-Solar Lights	0	100

