



# RESOLUTION No. 19-628

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING AN AGREEMENT FOR SHARING COSTS OF STATE HIGHWAY ELECTRICAL FACILITIES WITH THE COUNTY OF NEVADA

WHEREAS, the State of California Department of Transportation (Caltrans) and the County of Nevada last entered into an Agreement for Sharing Cost of State Highway Electrical Facilities with the County of Nevada, commonly referred to as an Electrical Maintenance Agreement (EMA), approved by the Board of Supervisors by Resolution 02-543 on October 22, 2002 and dated November 25, 2002; and

WHEREAS, the 2002 EMA requires updating due to modifications of electrical facilities on State Highways in Nevada County and/or corrections being necessary; and

WHEREAS, a revised EMA, attached, has been prepared including Exhibit "A" which constitutes the Basis of Cost Distribution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors approves the agreement for sharing costs of State highway electrical facilities with the State of California Department of Transportation and authorizes the Director of Public Works and County Executive Officer to sign the agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 17th day of December, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.


Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

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

THIS AGREEMENT is made effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the County of Nevada, hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES"

1. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. Neither party will be bound by or be deemed to have made any representations, warranties, commitments or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement.
2. 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".
3. Basis for Billing:
  - a) It is agreed that quarterly billings for flashing-beacons, traffic-signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:
    - i. Labor (District Maintenance staff), including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
    - ii. Electrical energy derived from utility company billings
  - b) 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:
    - i. Labor (District Maintenance staff), including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
    - ii. Electrical energy derived from utility company billings
  - c) STATE will bill COUNTY quarterly in arrears for the COUNTY share of operating and maintaining the electrical equipment shown in Exhibit "A".
4. If a STATE approved decorative traffic signal and or safety/sign lighting equipment (pole, base and appurtenances) identified on Exhibit A is damaged from an errant vehicle, vandalism or force majeure, STATE will replace the decorative equipment with standard equipment from STATE inventory. Should the COUNTY wish to restore the decorative equipment, COUNTY will at its own expense, using its own crews or contractors, and under the approval of an

encroachment permit, exchange STATE standard equipment with the approved decorative equipment at its sole expense. Upon exchanging the standard equipment for the decorative equipment, the COUNTY will return STATE owned standard equipment to the nearest Caltrans Electrical Maintenance Station. Maintenance of the District approved decorative equipment will be the sole responsibility of the COUNTY.

5. COUNTY will be responsible for 100% of the cost of maintenance and will maintain any COUNTY owned emergency vehicle preemption equipment installed under Encroachment Permit on traffic signals maintained by the STATE.
6. Exhibit "A" shall be amended, as necessary by written concurrence of both parties, to reflect changes to the system resulting in additions and or deletions of equipment and or the percentage of the shared responsibly.
7. 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.

#### 8. LEGAL RELATIONS AND RESPONSIBILITIES

- a) 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.
- b) 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.
- c) 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.

9. 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.

10. 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 NEVADA

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Trisha Tillotson  
Director of Public Works

BOB FRANZOIA  
Acting Director of Transportation

Initiated and Approved

By: \_\_\_\_\_  
Alison Lehman  
County Executive Officer

By: \_\_\_\_\_  
Amarjeet S. Benipal  
District 3 Director

EXHIBIT A  
TRAFFIC SIGNAL AND LIGHTING AGREEMENT  
Caltrans and COUNTY of Nevada  
Effective December 17, 2019

BASIS OF COST DISTRIBUTION

State-Owned and Maintained

Billed by the State

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Cost Distribution</u>	
			<u>State</u>	<u>County</u>
		<b>SIGNALS</b>		
NEV-20-R4.660	Pleasant Valley Rd	T.A. Signals <b>(EK007)</b>	50%	50%
		4-165W LEDS <b>(K178, K179, K260, K261)</b>	50%	50%
NEV-20-R6.700	Penn Valley Dr (East)	T.A. Signals <b>(EK008)</b>	50%	50%
		4-310W HPS <b>(K843-K846)</b>	50%	50%
NEV-49-2.194	Wolf/Combie Rd	T.A. Signals <b>(EK002)</b> W/Flashing Beacon	50%	50%
		3-310W HPS <b>(K180-K182) *</b>	50%	50%
		1-183W LED <b>(K488) *</b>	50%	50%
NEV-49-7.170	Lime Kiln Rd	T.A. Signals <b>(EK021)</b> W/Flashing Beacon	50%	50%
		4-150W LEDS <b>(K419, K420, K571, K572)</b>	50%	50%
NEV-49-9.150	Alta Sierra Dr	T.A. Signals <b>(EK015)</b> W/Flashing Beacon	50%	50%
		3-150W LEDS <b>(K424, K425, K490)</b>	50%	50%
NEV-49-10.490	Welch/La Barr Meadows Rd	T.A. Signals <b>(EK023)</b> W/NB & SB Flashing Beacons	50%	50%
		8-150W LEDS <b>(K776-K783)</b>	50%	50%
		<b>LIGHTING</b>		
NEV-49-0.189	Oakhurst/Linnet Ln	1-150W LEDS <b>(K395)</b>	67%	33%
		1-183W LEDS	67%	33%

## EXHIBIT A

		<b>(K396)</b>		
NEV-49-0.450	Hidden Ranch/Rincon Rd	2-150W LEDS <b>(K397-K398)</b>	67%	33%
NEV-49-0.680	Gautier Dr	2-150W LEDS <b>(K675-K676)</b>	67%	33%
NEV-49-1.350	Sharonjack Rd	2-150W LEDS <b>(K399-K400)</b>	67%	33%
NEV-49-1.700	Streeter Rd Intersection	1-137W LEDS <b>(K401)</b>	67%	33%
		2-150W LEDS <b>(K402, K489)</b>	67%	33%
NEV-49-1.930	Woodridge Ct	1-137W LEDS <b>(K405)</b>	67%	33%
		1-150W LEDS <b>(K490)</b>	67%	33%
NEV-49-2.710	Cameo Dr	3-137W LEDS <b>(K800-K802)</b>	67%	33%
NEV-49-4.370	Carriage Road	2-103W LEDS <b>(K410, K-411)</b>	67%	33%
NEV-49-5.350	Cerritos Road	1-150W LEDS <b>(K413)</b>	67%	33%
NEV-49-5.790	Holcomb Dr	2-87W LEDS <b>(K415-K416)</b>	67%	33%
NEV-49-6.120	Cherry Creek Rd	2-150W LEDS <b>(K417-K418)</b>	67%	33%
NEV-49-8.008	Pekolle Dr	2-150W LEDS <b>(K421, K713)</b>	50%	50%
NEV-49-8.095	Auburn Rd	2-150W LEDS <b>(K423-K422)</b>	67%	33%
NEV-49-17.540	Indian Flat Rd	1-150W LEDS <b>(K677)</b> 2-137W LEDS <b>(K678, K679)</b>	67%	33%
NEV-80-R57.720	Yuba Gap OC	4-150W LEDS <b>(K788, K789, K793, K797)</b>	50%	50%
		2-150W LEDS <b>(K794, K795)</b>		
NEV-80-62.194	Eagle Lakes Rd WB Ramp	2-150W LEDS <b>(K275-K276)</b>	50%	50%
NEV-80-62.194	Eagle Lakes Rd EB Ramp	2-150W LEDS <b>(K264-K265)</b>	50%	50%
NEV-174-6.83	Brunswick Rd	1-235W LEDS <b>(K869)</b>	67%	33%