

RESOLUTION No. 2005-243

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF ELK GROVE AND THE STATE OF
CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS) REGARDING
MAINTENANCE AND OPERATIONS OF TRAFFIC SIGNALS ON RAMPS TO STATE
ROUTE 99 WITHIN THE CITY OF ELK GROVE**

WHEREAS, traffic signals located on freeway ramps from Sheldon Road, Laguna Boulevard, and Elk Grove Boulevard to State Route 99 within Elk Grove are important elements of the traffic signal system in the City of Elk Grove; and

WHEREAS, operational settings for these ramp signals significantly impact the flow of traffic in the City of Elk Grove; and

WHEREAS, operational authority over these ramp signals is accompanied by financial and operational responsibility for the signals; and

WHEREAS, financial responsibility for operation of these traffic signals shall be a shared cost between the City of Elk Grove and the State of California as specified in Exhibit A of the Agreement, and

WHEREAS, the City shall bill the State of California for its portion of the cost of ramp signal maintenance and operation as defined in the Memorandum of Understanding;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes and directs the City Manager, or his designee, to execute a Memorandum of Understanding (covering the period from September 1, 2005 until amended by mutual consent of both parties or terminated by either party with 30 days notification) between the State of California, Department of Transportation and the City of Elk Grove for maintenance and operation of ramp signals on Sheldon Road, Laguna Boulevard, and Elk Grove Boulevard on State Route 99 in the City of Elk Grove.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 24th day of August 2005.




DANIEL BRIGGS, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2005-243

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

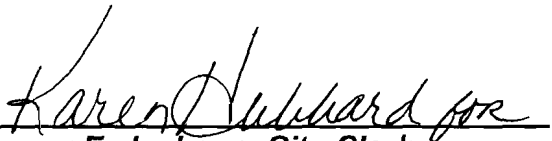
I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 24th day of August, 2005 by the following vote:

AYES 4: COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 1: COUNCILMEMBERS: Leary



Peggy E. Jackson, City Clerk
City of Elk Grove, California

**AGREEMENT FOR MAINTENANCE OF STATE HIGHWAY
IN THE CITY OF ELK GROVE**

THIS AGREEMENT is made effective this first day of September, 2005 by and between STATE of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", the County of Sacramento, acting by and through the Department of Transportation, hereinafter referred to as "COUNTY", and the CITY of Elk Grove hereinafter referred to as "CITY".

- I. The Parties desire to provide that CITY perform particular maintenance functions on the State highways within CITY as authorized in Section 130 of the Streets and Highways Code.
- II. This Agreement shall supersede any previous agreement for maintenance of the identified portion of the State highways in CITY OF ELK GROVE of and/or amendments thereto with CITY.
- III. CITY will perform such maintenance work as is specifically delegated to it, on the identified State highway routes, or portions thereof, all as hereinafter described under Exhibit A hereof or as said Exhibit may be subsequently modified with the consent of the parties hereto acting by and through their authorized representatives.
- IV. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual (a copy of which has been provided to CITY), or as may be prescribed from time to time by the District Director. "District Director," as used herein, means the District Director of the Department of Transportation assigned to the territory in which CITY is located, or an authorized representative.
- V. The functions and levels of maintenance service delegated to CITY in the attached Exhibit A, "Delegation of Maintenance" has been considered in setting authorized total dollar amounts. CITY may perform additional work if desired, but STATE will not reimburse CITY for any work in excess of the authorized dollar limits established herein.

- VI. A. The STATE will reimburse CITY for the actual cost of all routine maintenance work performed by CITY as delegated under Exhibit A to this Agreement. It is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown in Exhibit A to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for. The cost of operating and maintaining utility-owned and maintained lighting now in place at the intersection of any State highway route and any CITY street/road shall be shared as shown in Exhibit B.
- B. The expenditure per route for routine maintenance work, as referred to above, may be increased or decreased, redistributed between routes, or additional expenditures for specific projects may be made, when such adjustment of expenditures for routine maintenance or such specific work is authorized in writing by the District Director or his authorized representative and accepted by CITY as an amendment to Exhibit A.
- C. Additional expenditures, or an adjustment of expenditures, once authorized shall apply during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as hereinafter specified. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of the Agreement.
- VII. A new Exhibit A "DELEGATION OF MAINTENANCE" will be provided annually by STATE for the ensuing fiscal year, if necessary, to ensure an equitable annual cost allocation.
- VIII. A. CITY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following the close of STATE's fiscal year on each June 30th and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and will not be honored.
- B. Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge by CITY for the direct cost of processing this type of bill will be allowed.
- IX. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.
- X. It is understood and agreed that neither STATE nor any officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by

CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4 CITY shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

- XI. It is understood and agreed that neither CITY nor any officer or employee thereof is responsible for any 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 delegated to STATE under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, STATE shall defend, indemnify and save harmless CITY, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
- XII. 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 billing by CITY.
- XIII. The City shall defend, indemnify, and hold harmless the State, their officers, employees, and agents from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorney's fees, arising out of or resulting from the operation and maintenance of traffic signal installations owned by the State within the territory of the City during the period of this Agreement caused in whole or in part by the negligent or intentional acts or omissions of the City Council or the City's officers employees, or agents.
- IX. The State shall defend, indemnify, and hold harmless the City, their officers, employees, and agents from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorney's fees, arising out of or resulting from the operation and maintenance of traffic signal installations owned by the State within the territory of the City during the period of this Agreement caused in whole or in part by the negligent or intentional acts or omissions of the State or the State's officers employees, or agents.
- XVI. This Agreement shall remain in full force and effective until amended by the mutual consent of the parties thereto or terminated by either party upon thirty (30) days' notice to the other parties.

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

STATE OF CALIFORNIA
Department Of Transportation

CITY OF ELK GROVE

WILL KEMPTON
Director of Transportation

By: 
DANIEL BRIGGS, Mayor

By: _____
JODY JONES, District Director

Attest: 
PEGGY E. JACKSON, City Clerk

Approved as to form and procedure:

Approved as to form and procedure:

Attorney
Department of Transportation


ANTHONY MANZANETTI, City Attorney

EXHIBIT "A"

DELEGATION OF MAINTENANCE

The specific maintenance function indicated below (and on "EXHIBIT B") is hereby delegated to CITY. This delegation of maintenance function set forth herein does not include the control and maintenance areas and functions which rest with CITY under the terms of executed Freeway Agreements and/or Freeway Maintenance Agreements.

<u>Route No.</u>	<u>Length Miles</u>	<u>Description of Routing</u>	<u>Program Delegated</u>	<u>Maximum Annual Authorized Expenditure</u>
SR99		Sheldon Road SB ramp	HM4K	\$3,000
SR99		Sheldon Road NB ramp	HM4K	\$3,000
SR99		Laguna Blvd. SB ramp	HM4K	\$3,000
SR99		Laguna Blvd. NB ramp	HM4K	\$3,000
SR99		Elk Grove Blvd. SB ramp	HM4K	\$3,000
SR99		Elk Grove Blvd. NB ramp	HM4K	\$3,000

TOTAL AUTHORIZED EXPENDITURE \$18,000

EXHIBIT "B"

**TRAFFIC SIGNAL & LIGHTING AGREEMENT
CALTRANS & CITY OF ELK GROVE**

Effective September 1, 2005 *

**BASIS OF COST DISTRIBUTION
State-Owned and Maintained**

<u>Route & PM</u>	<u>Location Intersection Description</u>	<u>Type of Facility</u>	<u>Cost Distribution</u>	
			<u>State</u>	<u>City</u>
SAC-99-12.762	Elk Grove Blvd. # 668 At Northbound Ramp SMUD Acct. No. 1303059	T.A. Signal (EA049) 3-310W HPS Meter No. 381132	33 1/3% 33 1/3%	66 2/3% 66 2/3%
SAC-99-12.764	Elk Grove Blvd. # 509 At Southbound Off-Ramp SMUD Acct. No. 152952	T.A. Signal (EA050) 3-310W HPS Meter No. 614654	50% 50%	50% 50%
SAC-99-13.776	Laguna/Bond Road # 505 Southbound (EA019) SMUD Acct. No. 468883	T.A. Signal 6-250W HPS Meter No. 376212	33 1/3% 33 1/3%	66 2/3% 66 2/3%
SAC-99-13.786	Laguna/Bond Road # 504 Northbound (EA020) SMUD Acct. No. 152449	T.A. Signal 6-250W HPS Meter No. 378332	33 1/3% 33 1/3%	66 2/3% 66 2/3%
SAC-99-14.490	Sheldon Road/ # 627 E. Stockton Blvd. W/Flashing Beacon SMUD Acct. No. 1520772	T.A. Signal (EA053) 4-250W HPS Meter No. 723838	33 1/3% 33 1/3%	66 2/3% 66 2/3%
SAC-99-14.910	Sheldon Road/ # 628 W. Stockton Blvd. SMUD Acct. No. 1455342	T.A. Signal W/Flashing Beacon (EA054) 4-250W HPS Meter No. 723837	33 1/3% 33 1/3%	66 2/3% 66 2/3%

* Exhibit "A" shall be subject to review and approval by both Caltrans and the City of Elk Grove at the beginning of every fiscal year.