



**REPORT TO MAYOR AND CITY COUNCIL**

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: October 7, 2008

SUBJECT: CR98 (SR 16)/Kentucky Ave/CR 20 Agreements with Caltrans and Yolo County

**Report in Brief**

City staff has been working with the California Department of Transportation (Caltrans) and Yolo County to construct a new traffic signal at the County Road 98(SR16)/Kentucky Avenue/County Road 20 intersection. The signalization of this intersection was supported by the City Council unanimously on March 20, 2007. Since the lead agency for this project is Caltrans, a Cooperative Agreement is needed in order for Caltrans to administer the City's and County's Highway Safety Improvement Program (HSIP) funds allotted to the project. Exhibit "A" of the City's existing electrical facilities agreement with Caltrans also needs to be amended in order to define maintenance responsibilities for this new traffic signal. Furthermore, because Yolo County and the City share signal electrical costs for shared signalized intersections, Agreement (#08-238) between the City and Yolo County is needed in order to assign traffic signal electrical costs. The recommended action also includes the addition of two other signalized intersections within Exhibit A that were previously omitted and need to be covered by the City/County agreement.

Staff recommends that the City Council approve the Cooperative Agreement with Caltrans and Yolo County and adopt Resolution No. \_\_\_\_\_ authorizing the Mayor to sign the agreement on behalf of the City, amend Exhibit "A" of the electrical facilities agreement with Caltrans, and approve the shared electrical cost Agreement (# 08-238) with Yolo County.

**Background**

Construction of this new traffic signal project was initiated because the intersection met the warranting criteria for providing traffic signals. On March 20, 2007 City Council voted to support the replacement of the four way stop with a traffic signal.

In order for the City to pay its share of the project cost the City applied for an HSIP grant and was awarded \$450,000. The Cooperative Agreement between the City, Yolo County and Caltrans will allow Caltrans to administer the City's HSIP funding allotted to the project. Other than staff time to coordinate the project details, the City is not required to pay any additional costs for this project.

### **Discussion**

The maintenance responsibilities of the signal will be covered by the electrical facilities agreement between the City and Caltrans. This agreement was signed by the City Council on September 15, 1992. This agreement has a list (Exhibit "A") of shared traffic signals along state routes for which the City is responsible for sharing the maintenance responsibilities. The basic structure of this agreement is that Caltrans pays for 100% of the signal maintenance costs and the City pays for 100% of the electrical costs. Exhibit "A" needs to be amended to include the maintenance cost for this new traffic signal and the signal at the CR 102/SB I-5 ramp intersection. The CR 102/SB I-5 ramp intersection signal needs to be included as exhibit "A" was not amended when that signal was constructed 2 years ago.

Because Exhibit "A" is only an agreement between the City and Caltrans, there is a need to process an agreement between the City and Yolo County so that the County can pay their share of the signal electrical costs. Agreement (#08-238) specifies the billing procedures between the City and the County for traffic signal electrical costs for the CR 98(SR16)/Kentucky Ave/CR 20 and the Main St/CR 98/SR 16 intersections. The Main St/CR 98/SR 16 intersection needs to be included in this agreement because there was never an agreement that defined the electrical cost share between the City and the County for this intersection.

### **Fiscal Impact**

The City's share of the signal electrical cost will be approximately \$600/year for both intersections on CR 98. The City's electrical costs for the signal at the CR 102/SB I-5 ramp intersection is approximately \$600/year. All of these expenditures are paid from Gas Tax funding. The cost of all of these signals is already included in the current year budget.

### **Public Contact**

Both Caltrans and Yolo County Board of Supervisors have reviewed and signed the Cooperative Agreement. Agreement (#08-238) has also been reviewed and signed by the Yolo County Board of Supervisors.

Posting of the City Council agenda.

**Recommendation for Action**

Staff recommends that the City Council approve the Cooperative Agreement with Caltrans and Yolo County and adopt Resolution No. \_\_\_\_\_ authorizing the Mayor to sign the agreement on behalf of the City, amend Exhibit “A” of the electrical facilities agreement with Caltrans, and approve the shared electrical cost Agreement (# 08-238) with Yolo County.

Prepared by: Jair Camacho  
Jr. Engineer

Reviewed by: Brent Meyer  
Senior Civil Engineer

Reviewed by: Barry Munowitch, AICP  
Assistant City Manager

---

Mark G. Deven  
City Manager

Attachment(s): Cooperative Agreement for the CR 98 (SR 16)/CR 20/Kentucky Ave Project  
Council Resolution No. \_\_\_\_\_ for the CR 98 (SR 16)/CR 20/Kentucky Ave Project  
City of Woodland/Yolo County Electrical Agreement (#08-238)  
City of Woodland/Caltrans amended maintenance agreement, Exhibit “A”

**COOPERATIVE AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON September 9, 2008, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

CITY OF WOODLAND, a body politic and municipal corporation of the State of California, referred to herein as "CITY", and the

COUNTY of YOLO, a political subdivision of the State of California, referred to herein as "COUNTY", collectively referred to herein as "PARTIES"

**RECITALS**

1. STATE and PARTIES, pursuant to Streets and Highways Code section 114, are authorized to enter into a Cooperative Agreement for improvements to State Highway System (SHS) right of way (R/W) within COUNTY's jurisdictional limits.
2. STATE and PARTIES intend to install traffic signals and safety lighting, and to construct roadway improvements at the intersection of State Route 16 (SR 16-2 legs), Kentucky Avenue (1 leg) and County Road 20 (CR 20-1 leg) as an "010" safety project, referred to herein as "PROJECT."
3. PARTIES agree to authorize STATE to administer their combined (\$450,000 each) Federal Highway Safety Improvement Program (HSIP) funds up to the total authorized limit of \$900,000 (FUNDS), to be applied toward federally eligible PROJECT construction capital costs.
4. STATE will provide the federally required match amount to FUNDS, as part of STATE's share, using State Highway Operations Protection Program (SHOPP) funds, as outlined in Exhibit A, attached to and made a part of this Agreement.
5. STATE completed project approval and environmental documentation (PA&ED) on November 11, 2007, and plans to complete plans, specifications, and estimates (PS&E) in February 2009.
6. STATE and PARTIES hereto intend to specify the terms and conditions under which the HSIP and SHOPP funds will be used for PROJECT completion.

**SECTION I**

**STATE AGREES:**

1. To prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
2. To encumber and administer, on PARTIES' behalf, FUNDS (federal reimbursement ratio – 90%) and to provide the non-federal match utilizing State-only SHOPP funds.
3. To acquire easements, free of encumbrances, in COUNTY's name as shown in Exhibit B, attached to and made a part of this Agreement.
4. To pay all PROJECT construction capital costs in excess of FUNDS and to fund one hundred percent (100%) of PROJECT construction support costs.
5. To process all Federal authorizations, State allocations, and/or State application of funds on behalf of PARTIES as applicable under Federal and State law for the use of both FUNDS and SHOPP funds toward PROJECT.
6. STATE and its contractor shall obtain PARTIES' encroachment permits to enter PARTIES' R/W in order to construct PROJECT.
7. To operate and maintain the traffic signals and safety lighting as installed and pay one hundred percent (100%) of the operational and maintenance costs, excluding electrical energy costs, pursuant to the existing City of Woodland Signal Agreement (Document YOL-57-8371) dated September 15, 1992.

**SECTION II**

**PARTIES AGREE:**

1. To waive all authority to administer FUNDS and to grant said authority to STATE.
2. To program, or cause to be programmed, all PROJECT funding in the appropriate State and Federal programming documents, and to process all programming amendments thereto which may be required for any funding changes to PROJECT.
3. At no cost to STATE, to provide prompt review and approvals, as appropriate, of submittals by STATE, and to coordinate in timely processing of PROJECT.
4. COUNTY will accept easements acquired by STATE in COUNTY's name.

5. CITY will reimburse STATE for one hundred percent (100%) of the electrical energy costs for traffic signals and safety lighting.

### **SECTION III**

#### **IT IS MUTUALLY AGREED:**

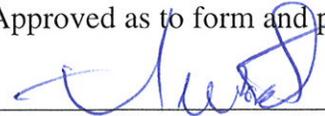
1. All obligations of STATE under the terms of this Agreement are subject to State Budget Act authority, the appropriation of resources by the Legislature and the allocation of funds by the California Transportation Commission.
2. The expenditure of FUNDS under the sole control of PARTIES by STATE is subject to the programming and appropriation of FUNDS by PARTIES.
3. Upon completion and acceptance of PROJECT construction contract by STATE, STATE will accept control of and maintain, at its own expense, those portions of PROJECT lying within SHS R/W.
4. STATE shall not award a contract to construct PROJECT until after receipt of PARTIES' authorization for STATE to administer FUNDS as required in Section II, Article 1.
5. All applicable laws, regulations, and policies relating to the use of Federal funds and State gas tax funds shall apply, notwithstanding other provisions of this Agreement.
6. STATE agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies.
7. STATE shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permits, agreements, and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
8. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
9. If, during preparation of the PS&E, performance of R/W activities or performance of PROJECT construction, new information is obtained which requires additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks.

10. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). PARTIES agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of the Agreement.
11. 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 either party to the Agreement by imposing any standard of care with respect to the construction of State highways and public facilities different from the standard of care imposed by law.
12. The party that discovers hazardous material (HM) will immediately notify the other party(ies) to this Agreement.  
  
HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.  
  
HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.
13. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.  
  
PARTIES, independent of PROJECT, are responsible for any HM-1 found outside existing SHS right of way. PARTIES will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.
14. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.  
  
Any management activity cost related to HM-2 is a PROJECT construction cost.
15. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

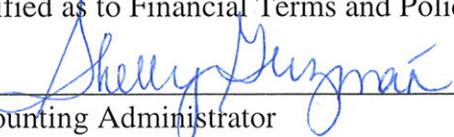
16. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
17. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by PARTIES under or in connection with any work, authority, or jurisdiction conferred upon PARTIES or arising under this agreement. It is understood and agreed that, PARTIES will 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 PARTIES under this agreement.
18. Neither PARTIES 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 or arising under this agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless PARTIES 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 STATE under this agreement. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
19. Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT, or on December 31, 2014, whichever is earlier in time. The operation, maintenance, environmental commitments, legal challenge, and indemnification clauses shall, however, remain in effect until terminated or modified, in writing, by mutual agreement.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Gary S. Sidhu, Deputy District Director  
District 3 Program/Project Management

Approved as to form and procedure:  
  
\_\_\_\_\_  
Attorney, Department of Transportation

Certified as to funds:  
By: \_\_\_\_\_  
District Budget Representative

Certified as to Financial Terms and Policies:  
By:   
Accounting Administrator

**CITY OF WOODLAND**

By: \_\_\_\_\_  
Marlin H. "Skip" Davies  
Mayor

Attest: \_\_\_\_\_  
Sue Vannucci  
City Clerk

Approved as to form and procedure:  
By: \_\_\_\_\_  
Andrew Morris  
City Attorney

**COUNTY OF YOLO**

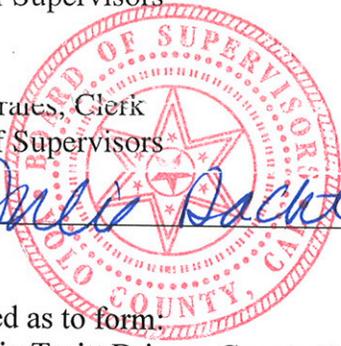
By:   
Duane Chamberlain, Chairman  
Board of Supervisors

Attest:  
Ana Morales, Clerk  
Board of Supervisors

By:   
Deputy

Approved as to form:  
By: Robin Truitt Drivon, County Counsel

By:   
Philip J. Pogledich, Senior Deputy



**EXHIBIT A**

Project Cost Estimate (Phases eligible for reimbursement under HSIP Program)

DESCRIPTION	CITY's SHARE (*HSIP – 90% reimb)	COUNTY's SHARE (*HSIP – 90% reimb)	STATE's SHOPP FUNDS	TOTAL ESTIMATED COST
CONSTRUCTION SUPPORT			\$300,000	\$300,000
CONSTRUCTION CAPITAL	\$450,000	\$450,000	\$1,100,000**	\$2,000,000
CONTINGENCY			\$3,770	\$3,770
<b>SUB TOTAL</b>	\$450,000	\$450,000	\$1,403,770	<b>\$2,303,770</b>

\* The maximum single project limit for HSIP funds is \$900,000.

\*\* Includes \$100,000 in State-only SHOPP FUNDS to match PARTIES' HSIP funds.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE  
COOPERATIVE AGREEMENT WITH CALTRANS FOR THE CR 98 (SR 16)/CR 20/  
KENTUCKY AVE PROJECT**

**WHEREAS**, the traffic signal project was initiated due to the intersection meeting warranting criteria for providing traffic signals; and

**WHEREAS**, On March 20, 2007 City Council voted to support the replacement of the four way stop with a traffic signal; and

**WHEREAS**, the City has worked cooperatively with Caltrans to design the intersection improvements; and

**NOW THEREFORE BE IT RESOLVED**, that the Cooperative Agreement with CalTrans for the CR98 (SR 16)/CR 20/Kentucky Ave. Project is hereby approved and that the Mayor is authorized to execute said document on behalf of the City of Woodland.

**PASSED AND ADOPTED** on October 7, 2008. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Woodland City Council by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
MARLIN H. DAVIES, MAYOR

ATTEST:

\_\_\_\_\_  
SUSAN L. VANNUCCI, CITY CLERK

**AGREEMENT NO. 08-238**

**Agreement Between the County of Yolo  
and the City of Woodland Regarding  
Electrical Energy Payment for the Signalized Intersection  
at State Route 16/County Road 20/Kentucky Avenue**

This Agreement ("Agreement") is entered into this 9th day of Sept., 2008 by and between the County of Yolo ("County"), a political subdivision of the State of California, and the City of Woodland ("City"), a municipality in the State of California.

**RECITALS**

**WHEREAS**, the State of California Department of Transportation ("Caltrans") will be constructing a signalized intersection at State Route 16/County Road 20/Kentucky Avenue; and

**WHEREAS**, Caltrans is responsible for the operations and maintenance (except electrical energy payments) of the signalized intersection at State Route 16/County Road 98/Main Street, and will be responsible for the operations and maintenance (except electrical energy payments) of the signalized intersection at State Route 16/County Road 20/Kentucky Avenue; and

**WHEREAS**, Caltrans requires that the County and/or the City, which combined represent one-half of the streets entering the intersection, pay for the electricity for the intersection improvements, in exchange for Caltrans assuming all operations and maintenance costs; and

**WHEREAS**, Caltrans' current arrangement with the City is for the City to be billed the electrical energy payments for the shared intersections at State Route 16/County Road 98/Main Street and State Route 16/County Road 20/Kentucky Avenue; and

**WHEREAS**, the City is currently paying the monthly electrical energy payment for the shared intersection at State Route 16/County Road 98/Main Street; and

**WHEREAS**, the County is willing to be responsible for the monthly electrical energy payment for the shared intersection at State Route 16/County Road 20/Kentucky Avenue

**NOW THEREFORE**, the County and the City agree as follows:

**AGREEMENT**

1. County Obligations. The County shall pay for the electricity necessary to operate the signal for the shared intersection at State Route 16/County Road 20/Kentucky Avenue.
2. City Obligations. The City shall continue to pay for the electricity necessary to operate the signal for the shared intersection at State Route 16/County Road 98/Main Street.

3. Invoicing. The parties agree that if the Pacific Gas and Electric Company (“PG&E”) is not able to directly bill the County for the electrical energy used for the State Route 16/County Road 20/Kentucky Avenue intersection, the City will each year send an invoice to the County for the yearly total electrical energy payment amount for the State Route 16/County Road 20/Kentucky Avenue intersection, along with copies of the monthly bills from PG&E. The County agrees to pay such invoices within thirty (30) days of receipt, subject to the resolution of any reasonable questions or concerns raised by the County in connection with such invoices or the underlying monthly bills.

4. Other Compensation. The parties agree that no consideration, other than the mutual promises and benefits that are contained herein, are contemplated by this Agreement, and that the County will not be required to compensate the City or its officers for any services performed under this Agreement. The City will not be required to compensate County or its officers for any services performed under this Agreement.

5. Amendments. Any amendment to this Agreement shall be in writing and signed by both parties. The parties agree that the City’s and the County’s obligations under this Agreement shall be amended accordingly if the maintenance responsibilities of the roads leading into the State Route 16/County Road 20/Kentucky Avenue intersection and/or State Route 16/County Road 98/Main Street intersection are changed.

6. No Third Party Beneficiaries. This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

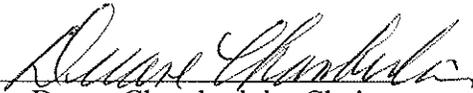
7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute but one instrument.

8. Effective Date. This Agreement shall become effective following its approval by the City Council and the Board of Supervisors, whichever occurs later.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year above set forth.

COUNTY OF YOLO

CITY OF WOODLAND

By   
Duane Chamberlain, Chairman  
Board of Supervisors

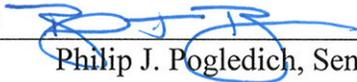
By \_\_\_\_\_  
Marlin H. “Skip” Davies, Mayor  
City Council

[Continued on following page]

ATTEST:  
Ana Morales, Clerk  
Board of Supervisors

By   
Deputy  
(seal)

APPROVED AS TO FORM:  
Robyn Truitt Drivon, County Counsel

By   
Philip J. Pogledich, Senior Deputy

ATTEST:

By \_\_\_\_\_  
Sue Vannucci, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Andrew Morris, City Attorney

**AMENDED EXHIBIT "A"**

**TRAFFIC SIGNAL & LIGHTING AGREEMENT  
CALTRANS & CITY OF WOODLAND**

**Effective November 1, 2007**

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

**Operation & Maintenance - STATE 100%  
Electrical Energy - CITY 100%**

<b><u>Route &amp; PM</u></b>	<b><u>Location</u></b>	<b><u>Type of Facility</u></b>	<b><u>Cost Distribution</u></b>	
			<b><u>State</u></b>	<b><u>City</u></b>
YOL-5-5.530	County Road 102 Ramps @ Hays Lane	T.A. Signals <b>(EB049)</b>	100%	100%
		2-200W HPS <b>(B95 – B96)</b>	100%	100%
		4-200W HPS <b>(B841 – B844)</b>	100%	100%
YOL-5-5.532	County Road 102 Southbound Ramps	T.A. Signals <b>(EB059)</b>	100%	100%
		2-200W HPS <b>(B865 – B866)</b>	100%	100%
YOL-5-R6.500	Main Street at Northbound I-5 Off-Ramp	T.A. Signals <b>(EB015)</b>	100%	100%
		5-200W HPS <b>(B460, B463 -- B464 &amp; B660 – B661)</b>	100%	100%

Note: T.A. Signals -- Traffic Actuated Signals.

YOL-16-40.570	County Road 98/ W. Main Street	T. A. Signal <b>(EB050)</b>	100%	100% *
		5-200W HPS <b>(B829 – B833)</b>	100%	100% *
YOL-16-R41.565	County Road 20/ ** Kentucky Street	T. A. Signal <b>(EB060)</b>	100%	100% *
		4-200W HPS <b>(B961 – B964)</b>	100%	100% *
YOL-113-R9.236	E. Gibson Rd. OC & Northbound Ramps	T.A. Signals <b>(EB035)</b>	100%	100%
		5-200W HPS <b>(B638 – B639 &amp; B 641 – B643)</b>	100%	100%
YOL-113-R9.238	E. Gibson Rd. OC & Southbound Ramps	T.A. Signals <b>(EB036)</b>	100%	100%
		5-200W HPS <b>(B632 – B633 &amp; B635 – B637)</b>	100%	100%
YOL-113-R10.100	E. Main St. UC & Southbound Ramps	T.A. Signals <b>(EB014)</b>	100%	100%
		2-200W HPS <b>(B87 – B88)</b>	100%	100%
YOL-113-R10.101	E. Main St. UC & Northbound Ramps	T.A. Signals <b>(EB034)</b>	100%	100%
		2-200W HPS <b>(B662 – B663)</b>	100%	100%

\* City agreed to pay all energy costs for intersection. State maintained.

\*\* New facilities – not included on Exhibit "A" effective February 1, 2001.  
 Effective upon completion and acceptance of the project.