

AGREEMENT NO. 1

The COUNTY of EL DORADO, a municipal corporation of the State of California, hereinafter referred to as "COUNTY", and the State of California, Department of Transportation, District 3, hereinafter referred to as "STATE", do enter into the following agreement:

WHEREAS, COUNTY pursuant to Section 131 of the Streets and Highways Code has requested STATE to maintain traffic control signal systems on the COUNTY Road System as shown on Exhibit "A" attached hereto, and by this reference made a part hereof; and

WHEREAS, STATE does have qualified personnel available to perform said maintenance of said traffic control signals systems within the COUNTY; and

WHEREAS, STATE and COUNTY will mutually benefit from said maintenance by providing safety to the traveling public; and

WHEREAS, COUNTY and STATE do mutually desire to cooperate and to specify herein the conditions and the maintenance to be done:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION I

For and in consideration of the covenants and conditions to be kept and performed by STATE as set forth herein, COUNTY agrees:

(a) That 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 provisions of this Agreement 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 the COUNTY is located, or his authorized representative.

(b) To make cash deposit or issue purchase order at the beginning of each fiscal year the estimated cost of maintaining facilities for 12 months. Charges made against the deposit or purchase will be actual charges for material and labor plus assessments for indirect charges at rates which are in effect at the time work is performed.

To accept the fact that estimates may need to be updated and deposit supplemented as warranted by unusual maintenance problems such as traffic accidents.

(c) That said maintenance will be provided as shown on the page designated Exhibit "A", locations furnished by the COUNTY with maintenance frequencies checked in the appropriate box. An amended Exhibit "A" will be furnished with each addition or deletion to the system.

(d) That said maintenance can be done as the work load of STATE's forces permits and if said work load becomes too great, this Agreement may be terminated sixty calendar days after COUNTY received written notice from STATE.

(e) To indemnify and save STATE, its officers, agents and employees harmless from any and all liability for injuries to persons or damage to property caused or resulting in any manner from STATE's performance under this Agreement, excepting for injuries to person or damage to property caused or resulting from the sole negligence or willful misconduct of STATE, its officers, agents and employees.

SECTION II

For and in consideration of the covenants and conditions to be kept and performed by COUNTY as set forth herein, STATE agrees:

(a) To maintain traffic control signal systems at locations shown in Exhibit "A" in accordance with the provisions of Section 27 of the Streets and Highways Code when required by COUNTY.

(b) To make an accounting to COUNTY when deposit is expended due to unusual maintenance problems or traffic accidents, and to segregate all billings where COUNTY has obligation to recover from adverse parties. All accounts will be closed at the end of each fiscal year with a statement of charges shown and unexpended deposits will be refunded.

This agreement as above may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon sixty (60) days notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized; the provisions of which Agreement are effective January 21, 1992.

COUNTY OF EL DORADO

By: John E. Upton
JOHN E. UPTON Chairman of the Board of
Supervisors
ATTEN: **DON L. FOOTE, Clerk** 4-19-94
of the Board of Supervisors

By: Margaret B. Mosley
Deputy Clerk

Attorney
Department of Transportation

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

County Attorney

JAMES W. VAN LOBEN SELS
Director of Transportation

By: _____

By: John J. Allison
District Director

El Dorado-1

AGREEMENT NO. 1

EXHIBIT "A"

Traffic Signal & Lighting Agreement
 Caltrans & El Dorado County
 Effective January 21, 1992

Basis of Cost Distribution
 County-Owned & State-Maintained

<u>Location Description</u>	<u>Type of Facility</u>	<u>Cost Distribution</u>	
		<u>County</u>	<u>Energy</u>
El Dorado Hills Boulevard & Francisco Drive	Lighting	100%	
	T.A. Signals (EEC04)	100%	
El Dorado Hills Boulevard & Green Valley	Lighting	100%	
	T.A. Signals (EEC07)	100%	
El Dorado Hills Boulevard & Governor	Lighting	100%	
	T.A. Signals (EEC06)	100%	
Cameron Park Drive & Palmer Drive	Lighting	100%	
	T.A. Signals (EEC02)	100%	
Cameron Park Drive & Coach Lane	Lighting	100%	
	T.A. Signals (EEC05)	100%	
Missouri Flat Road & Forni	Lighting	100%	
	T.A. Signals (EEC01)	100%	
Missouri Flat Road & Motherlode	Lighting	100%	
	T.A. Signal (EEC09)	100%	
Missouri Flat Road & Prospector Plaza	Lighting	100%	
	T.A. Signals (EEC03)	100%	

Exhibit A
Page 2

El Dorado Hills Boulevard &
Village Green Parkway/Lassen

Lighting 100%
T.A. Signals 100%
(EEC08)

Cameron Park &
Green Valley

Lighting 100%
T.A. Signal 100%
(EEC10)

AMENDED EXHIBIT "A"

**Traffic Signal & Lighting Agreement
Caltrans & El Dorado County
Effective July 1, 1999**

**Basis of Cost Distribution
County-Owned & State-Maintained**

<u>Location Description</u>	<u>Type of Facility</u>	<u>Cost Distribution County</u>
Pioneer Trail and Black Bart Ave./ Cold Creek Trail	Lighting T.A. Signals	100%
<input checked="" type="checkbox"/> Routine Maintenance to State Highway Levels		