

**AGREEMENT FOR SHARING COST OF STATE HIGHWAY
ELECTRICAL FACILITIES WITH CITY OF BEAUMONT**

THIS AGREEMENT is made effective this 18 day of October 2022, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Beaumont, hereinafter referred to as "CITY" and collectively referred to as "PARTIES"

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the CITY.

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 CITY 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 CITY 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 CITY quarterly in arrears for any CITY 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 CITY.

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 CITY 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 CITY 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, tortious, 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 CITY.
- 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 CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY 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 CITY under this Agreement.

5. INTERNALLY ILLUMINATED STREET NAME SIGNS - CITY agrees to purchase all materials for the repair of CITY decorative Internally Illuminated Street Name Signs (IISNS) installed within STATE right of way in the CITY. This includes signs, sign panels and all hardware. The STATE will maintain and repair the CITY decorative IISNS and notify the CITY when material(s) are required for repair of the signs. If the CITY at any time no longer wishes to provide materials for the CITY decorative IISNS, the signs will be replaced by the STATE with STATE's standard signs of reflective sheeting or STATE's standard IISNS at the STATE's discretion.
6. EMERGENCY VEHICLE PREEMPTION SYSTEM - All costs for the installation, maintenance, repair and replacement of Emergency Vehicle Preemption systems installed within STATE right of way in the CITY are the responsibility of the CITY.
7. VEHICULAR AND PEDESTRIAN OVERCROSSINGS - CITY will maintain, at CITY expense, all lighting installations that may be required for the benefit or control of traffic using the overcrossings.
8. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS - CITY will maintain, at CITY expense, all lighting installations that may be required for the benefit or control of traffic using the undercrossing.
9. ENCROACHMENT PERMIT - City must obtain the necessary Encroachment permits from STATE's District 08 Encroachment Permit Office prior to entering STATE's right of way to perform CITY's installation and/or maintenance responsibility. This permit will be issued at no cost to CITY.
10. 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.
11. 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 CITY OF BEAUMONT

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Lloyd White
Mayor

Toks Omishakin
Director of Transportation

Initiated and Approved

By: _____
Elizabeth Gibbs
City Manager

By: Jim A. Rogers
Deputy District Director
Maintenance District

ATTEST:

By: _____
Nicole Wheelwright
Deputy City Clerk

