



Town Council Agenda Report

Date: February 11, 2020 Item No. 5

To: Honorable Mayor and Town Council

Subject: Approve the revised Exhibit “A” for the Agreement of Sharing Cost of Electrical Facilities on State Highways.

From: Douglas Robertson, Town Manager

Submitted by: Brad Miller, Town Engineer
Engineering Department

Budgeted Item: Yes No N/A

RECOMMENDED ACTION

Approve revised Exhibit A for the Agreement of Sharing Cost of Electrical Facilities on State Highways.

BACKGROUND

On July 24, 1990, following Town Council approval of Resolution 90-43, the Town of Apple Valley entered into an agreement with the California Department of Transportation (DOT) in which the State agreed to control, maintain and operate traffic signals and lighting systems along State Route 18, as listed in the agreement’s Exhibit “A”, and absorb all costs attendant thereto, with the exception of the electrical costs. In that same agreement, the Town agreed to notify the Electrical Public Utility Company which provides the electrical power to operate said traffic signals and lighting systems that all billings are to be sent to the Town and agreed to pay 100% of such charges directly to the Utility Company.

As a result of the upcoming State Route 18/Apple Valley Road Intersection Realignment Project, on January 14, 2020, the DOT provided the Town with a revised Exhibit “A” to the July 24, 1990 agreement. The revised Exhibit “A” updates the list of currently existing, and in operation, traffic signals and lighting systems. The DOT requires that the Town verifies and agrees to this update and acknowledges concurrence by signing the DOT January 14, 2020 letter.

ANALYSIS

Engineering Department staff has reviewed the revised Exhibit "A" and verified that the updated list of currently existing traffic signals and lighting systems is correct.

For the reason mentioned above, staff recommends that Council approves the revised Exhibit "A" and that the Mayor and Clerk sign the DOT letter dated January 14, 2020.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

- A. DOT letter dated January 14, 2020;
- B. Original Agreement dated July 24, 1990.

Attachment A

DOT letter dated January 14, 2020

DEPARTMENT OF TRANSPORTATION

175 West Cluster Street, San Bernardino, CA
92408
TTY: California Relay Service (800) 735-2929
PHONE (909) 388-7092
FAX (909) 381-4425



*Flex your power!
Be energy efficient!*

1-14-2020

Mayor, Scott Nassif
Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307

Re: Agreement of Sharing Cost of Electrical Facilities on State Highways
Revised Exhibit "A".

Dear Mr. Nassif:

Attached for your review and approval is an amendment to the Exhibit "A"
of the shared Electrical Agreement with the Town of Apple Valley and the
California Department of Transportation dated, July 24, 1990.
This amendment will include the addition of the signals located at:

- State Route 18 @ Corwin Road E0946
- State Route 18 @ Tao Road E0650
- State Route 18 @ Bass Hill Road E0722
- State Route 18 @ Flathead Road E0639
- State Route 18 @ Quinnault Road E0701
- State Route 18 @ Central Road E0649

Please replace the attached Exhibit "A" to your original copy of the
Agreement dated, July 24, 1990.

If you are in agreement with these changes, please acknowledge your
concurrence by returning **two signed copies** of this letter to the attention of
Michael Hubert at the above referenced address.

Should you have questions, please contact Michael Hubert at 909-388-7092,
mike.hubert@dot.ca.gov

"Caltrans improves mobility across California"

Town of Apple Valley
January 14, 2020
Page 2

Sincerely,

Dave Wood, MMII
Caltrans D8 Metro Regional Office

Attachment

WE, the Town of Apple Valley acknowledge receipt of the above noted revision of Exhibit "A".

Mayor Scott Nassif

Date

Attested By:

La Vonda M-Pearson, City Clerk

"Caltrans improves mobility across California"

Exhibit A

**TRAFFIC SIGNAL AND LIGHTING AGREEMENT
CALTRANS AND TOWN OF APPLE VALLEY
Effective January 14, 2020**

**BASIS OF COST DISTRIBUTION
100% MAINTENANCE BY STATE
100% ENERGY COSTS BY TOWN OF APPLE VALLEY**

No	Rte	PM	Location	E#	TYPE OF FACILITY	Cost Distribution		
						State	City	100%
1	18	94.400	Apple Valley Road	E0286	Signal and Lighting	100 M	100 E	100 E
2	18	94.074	Kasofa Road	E0287	Signal and Lighting	100 M	100 E	100 E
3	18	93.832	Corwin Road	E0946	Signal and Lighting	100 M	100 E	100 E
4	18	93.724	Mondamon Road	093721 092724	Street Lighting	100 M	100 E	100 E
5	18	92.178	Tao Road	E0650	Signal and Lighting	100 M	100 E	100 E
6	18	92.288	Pulte Road	092289 092290	Street Lighting	100 M	100 E	100 E
7	18	91.564	Rancharias Road	E0288	Signal and Lighting	100 M	100 E	100 E
8	18	91.234	Ross Hill Road	E0722	Signal and Lighting	100 M	100 E	100 E
9	18	90.934	Dale Evans Parkway	E0289	Signal and Lighting	100 M	100 E	100 E
10	18	90.238	Flathead Road	E0439	Signal and Lighting	100 M	100 E	100 E
11	18	89.572	Kiowa Road	E0313	Signal and Lighting	100 M	100 E	100 E
12	18	88.872	Navajo Road	E0290	Signal and Lighting	100 M	100 E	100 E
13	18	88.371	Quinnault Road	E0701	Signal and Lighting	100 M	100 E	100 E
14	18	87.872	Central Road	E0449	Signal and Lighting	100 M	100 E	100 E

Attachment B

Original Agreement dated July 24, 1990.

08- SBD-36-7237

DISTRICT AGREEMENT NO. 8-

THIS AGREEMENT, ENTERED INTO ON July 24, 1990, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

TOWN OF APPLE VALLEY a body politic and a municipal corporation of the State of California, referred to herein as TOWN.

RECITALS

- (1) STATE and TOWN contemplate changing the existing system of billing for the maintenance and power costs attendant to the existing signal and lighting systems at all locations identified on Exhibit "A" which by this reference is made a part of this Agreement, all locations being within the TOWN.

SECTION I

STATE AGREES:

To control, maintain, and operate the above said signal and lighting systems and to absorb all costs attendant thereto, with the exception of the electrical costs.

SECTION II

TOWN AGREES:

To notify the Electrical Public Utility Company which provides the electrical power to operate the above said signal and lighting systems that all billings are to be sent to TOWN. TOWN further agrees to pay 100% of such charges directly to the Public Utility Company. (See Paragraph 6, Section III.)

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

- (1) This Agreement shall supersede all previous agreements and/or amendments pertaining to billing procedures for maintenance and power charges at the above said locations.
- (2) The intent of the Agreement is to eliminate the flow of paper work between TOWN and STATE and to effect a reduction in administrative overhead for each entity.
- (3) 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 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.

(4) It is understood and agreed that neither STATE nor an officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the TOWN under or in connection with any work, authority, or jurisdiction delegated to the TOWN under this Agreement for maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4, TOWN 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 on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the TOWN under or in connection with any work, authority, or jurisdiction delegated to the TOWN under this Agreement.

(5) It is understood and agreed that neither TOWN 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 the STATE under or in connection with any work, authority, or jurisdiction delegated to the STATE under this Agreement for maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4, STATE shall


defend, indemnify, and save harmless the TOWN, 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 the STATE under or in connection with any work, authority, or jurisdiction delegated to the STATE under this Agreement.

- (6) The effective date of this Agreement shall be July 24, 1990.
- (7) The Agreement as above said 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 thirty (30) days written notice to the other party.

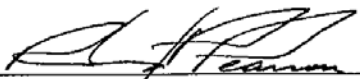
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

STATE OF CALIFORNIA
Department of Transportation

ROBERT K. BEST
Director of Transportation

BY  FOR
K. STEELE
District Director
of Transportation

TOWN OF APPLE VALLEY

By 
Mayor

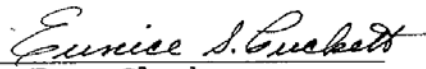
Attest: 
Town Clerk

EXHIBIT "A"

Effective July 24, 1990

Revised _____

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE

COST DISTRIBUTION

TOWN OF APPLE VALLEY

Maintained by the STATE

<u>Route</u>	<u>Location</u>	<u>Type of Facility</u>		<u>Cost Distribution</u>	
		<u>SIGNALS</u>	<u>LIGHTING</u>	<u>State</u>	<u>Town</u>
				<u>Maint.</u>	<u>Energy</u>
18	Navajo Rd.	X	X	100%	100%
18	Kiowa Rd.	X	X	100%	100%
18	Flathead Rd.		X	100%	100%
18	Apple Valley Inn Rd.	X	X	100%	100%
18	Rancherias Rd.	X	X	100%	100%
18	Piute Rd.		X	100%	100%
18	Tao Rd.		X	100%	100%
18	Mondamon Rd.		X	100%	100%
18	Kasota Rd.	X	X	100%	100%
18	Apple Valley Rd.	X	X	100%	100%

RESOLUTION 90-43

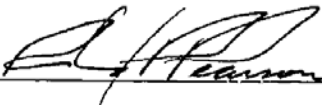
A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF APPLE VALLEY, CALIFORNIA,
APPROVING AGREEMENT WITH STATE OF
CALIFORNIA REVISING THE EXISTING BILLING
SYSTEM FOR SIGNAL AND LIGHTING SYSTEMS IN
THE TOWN OF APPLE VALLEY

WHEREAS, the State of California, through its Department
of Transportation has presented an Agreement for revising the
existing billing system for signal and lighting in the TOWN OF
APPLE VALLEY effective as of July 24, 1990 and to remain in
effect until amended or terminated.

WHEREAS, the Town Council has read said Agreement in full
and is familiar with the contents thereof.


Now, therefore, be it RESOLVED by the Town Council of the
TOWN OF APPLE VALLEY that said Agreement for revising the
billing system for signal and lighting systems in the Town is
hereby approved and the Mayor and the Town Clerk are directed
to sign the same on behalf of said TOWN.

ADOPTED by the Town Council of the Town of Apple Valley
this 24th day of July, 1990.


MAYOR

ATTEST:

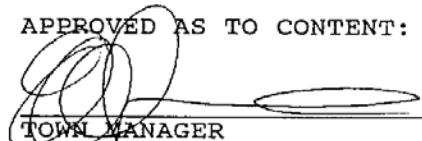
(SEAL)


TOWN CLERK

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


TOWN ATTORNEY


TOWN MANAGER

MNS/ser/07/23/90

A:AVRES10

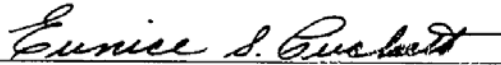
STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF APPLE VALLEY

I, Eunice Puckett, Town Clerk of the Town of Apple Valley, California, do hereby certify that Resolution No. 90-43 was duly and regularly adopted by the Town Council of the Town of Apple Valley, California, at a meeting thereof held on the 24th day of July, 1990, by the following vote:

AYES: Councilmembers DePrisco, Larkin,
Mayor Pro Tem Turner and Mayor Pearson
NOES: None
ABSENT: Councilmember Davis
ABSTAIN: None


TOWN CLERK

(SEAL)