

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

A COOPERATIVE AGREEMENT BETWEEN THE TOWN OF APPLE VALLEY AND THE STATE DEPARTMENT OF TRANSPORTATION, DISTRICT 8, FOR THE RELINQUISHMENT OF OUTER INTERSTATE 15 WITHIN THE TOWN'S JURISDICTION.

Summary Statement:

The state Department of Transportation (DOT), District 8, approached the Town of Apple Valley about relinquishing to the Town, the east frontage road and adjacent drainage easements along the Interstate 15 that are within the Town of Apple Valley's jurisdiction (see attached Exhibit A). Town staff proposed, negotiated, and tentatively agreed to a cooperative agreement (Exhibit B) to accept the frontage road and easements on one condition. This condition requires the California Transportation Commission (CTC) to pay the Town a one-time payment of \$71,000, which is the cost to slurry and restripe the frontage road. Once a Resolution to relinquish the frontage road is passed by the CTC, and payment is made to the Town, the Town will accept this segment of road into the Town maintained road system.

Recommended Action:

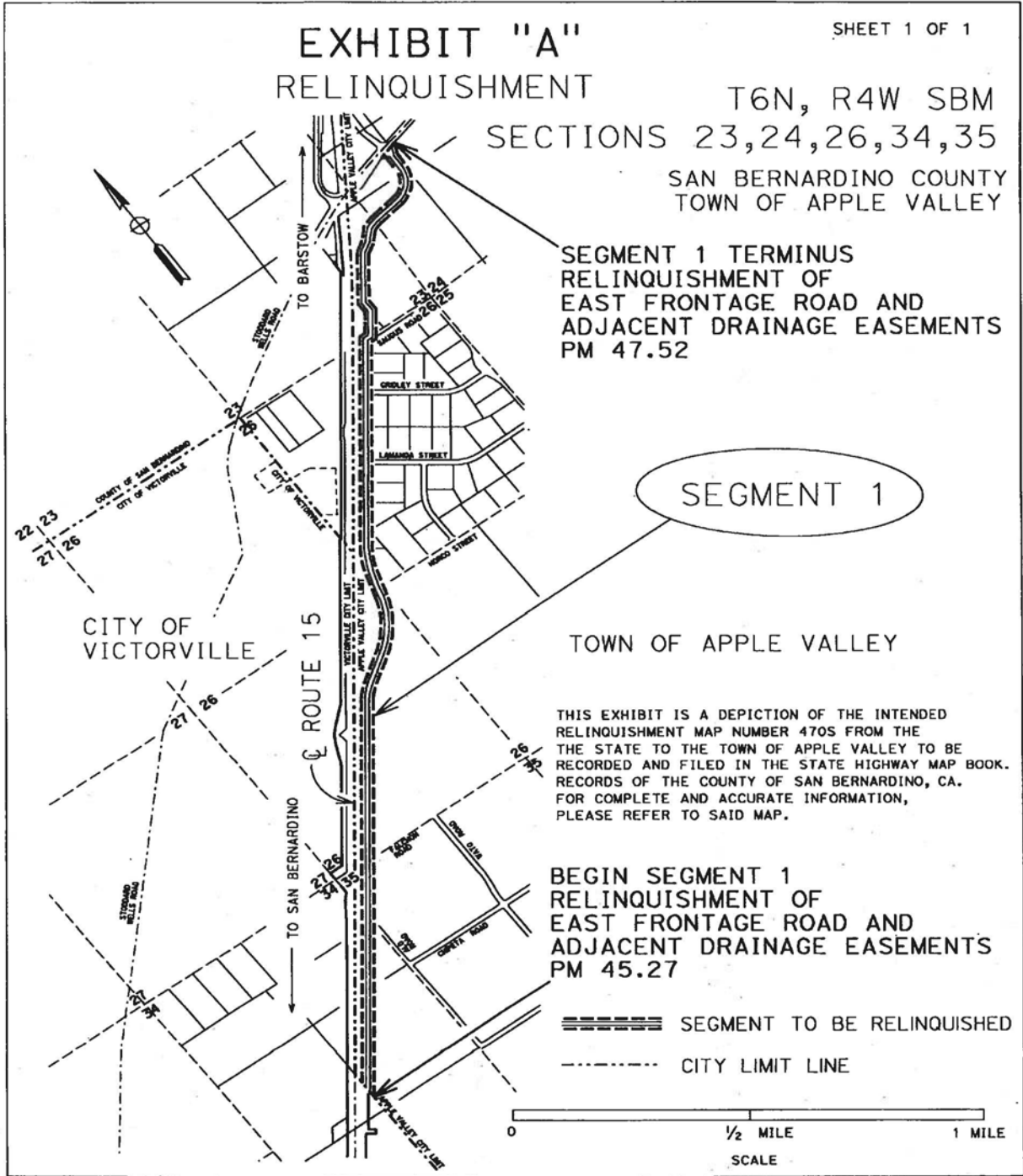
1. Approve the Relinquishment of Outer Interstate 15 Cooperative Agreement between the state Department of Transportation, District 8, and the Town of Apple Valley.

Proposed by: ENGINEERING DIVISION

Item Number _____

T. M. Approval: _____

Budgeted Item Yes No N/A



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EXHIBIT "B"

SECTION I

TOWN AGREES:

1. Execution of this Agreement constitutes TOWN's waiver of STATE's obligation to provide ninety (90) days prior notice of STATE's "Intention to Relinquish" as set forth in section 73 of the Streets and Highways Code.
2. To accept ownership, including all of STATE's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to STATE.
3. To accept that allocation, determined by the CTC to be in the best interests of the public in its Resolution of Relinquishment, as STATE's only payment obligation for this relinquishment of RELINQUISHED FACILITIES.

SECTION II

STATE AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, RELINQUISHED FACILITIES.
2. To forward and support TOWN's request for the allocation of \$71,000 by the CTC with the expectation that the CTC will determine that this or some other allocation is in the best interest of the public to improve RELINQUISHED FACILITIES.
3. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
4. To pay TOWN, within thirty (30) days of the recordation of the CTC's Resolution of Relinquishment, that amount, if any, allocated by the CTC in its Resolution of Relinquishment. The payment of those funds will represent STATE's only payment obligation for the purpose of this relinquishment.
5. To transfer to TOWN, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available STATE records and files for RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and right of way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the CTC.
2. 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 TOWN under or in connection with any work, authority, or jurisdiction conferred upon TOWN or arising under this Agreement. It is understood and agreed that, TOWN 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 TOWN under this Agreement.
3. Neither TOWN 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 TOWN 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.
4. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
5. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office, or on June 30, 2014, whichever is earlier in time except for those provisions which relate to a payment, indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES ON FOLLOWING PAGES:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TOWN OF APPLE VALLEY

WILL KEMPTON

Director

By: _____
TOWN Manager

By: _____
RAYMOND W. WOLFE, PhD
District Director

Attest: _____
TOWN Clerk

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Attorney,
Department of Transportation

By: _____
TOWN Attorney

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator