

AGREEMENT FOR SHARING COST OF STATE HIGHWAY ELECTRICAL FACILITIES WITH CITY OF DESERT HOT SPRINGS

THIS AGREEMENT is made effective this 5th day of August, 2014, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Desert Hot Springs, hereinafter referred to as CITY.

- I. This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the CITY.
- II. 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 Attachment Number One.
- III. Basis for Billing:
 - A. 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:
 - Maintenance
 - Labor, including overhead assessment
 - Other expenses
 - Equipment
 - Materials
 - Miscellaneous expenses
 - Electrical energy
 - B. It is agreed that monthly billings for safety-lighting and sign-lighting shall be based on calculated unit-costs derived by averaging STATE's District-wide costs each month. Costs are as follows:
 - Maintenance
 - Labor, including overhead assessment
 - Other expenses
 - Equipment
 - Materials
 - Miscellaneous expenses
 - Electrical energy
 - C. It is agreed that monthly 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 monthly in arrears for any CITY share of electrical facilities expenses shown in Exhibit "A".

- IV. Exhibit "A" will be amended, as necessary by written concurrence of both parties, to reflect changes to the system.
- V. 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.
- VI. This Agreement shall remain in full-force and effect until amended by the mutual consent of the parties or terminated by either party upon thirty (30) days' notice to the other party.
- VII. 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 arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the CITY 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- VIII. 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 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, tortious, 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.
- IX. Labor Code Compliance:Prevailing Wages

If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance CITY must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's prevailing wage requirements.

X. Prevailing Wage Requirements in Subcontracts

CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by the Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1). Subcontracts shall include all Prevailing Wage requirements set forth in CITY'S contracts.

The PARTIES are empowered by Streets and Highways Code Section 114 & 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.

(SIGNATURES PROVIDED ON THE FOLLOWING PAGE)

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

THE CITY OF
DESERT HOT SPRINGS

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

By: _____
Adam Sanchez, Sr., Mayor

By: _____
Malcolm Daugherty
Acting Director of Transportation

Attest:

By: _____
Jerryl Soriano, City Clerk

By: _____
Stephen Pusey
Deputy District Director
Maintenance

By: _____
Steven B. Quintanilla, City Attorney

By: _____
**Attorney
Department of Transportation

***Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.*

Attachment Number One

***TRAFFIC SIGNAL AND LIGHTING AGREEMENT
Caltrans and City of Desert Hot Springs
Effective August 5, 2014***

***BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State***

<u>No.</u>	<u>ROUTE</u>	<u>P.M.</u>	<u>LOCATION</u>	<u>E#</u>	<u>SAFETY LIGHTS</u>	<u>UNITS</u>	<u>ILLUMINATED SIGNS</u>	<u>UNITS</u>	<u>COST DISTRIBUTION</u>	
									<u>STATE</u>	<u>CITY</u>
									<u>%</u>	<u>%</u>
1	10	33.132	N. INDIAN CANYON DRIVE W/B OFF RAMP @ 20 th AVE.	1154	4-200W HPS	2			33.3	66.7