

# City of Calistoga

## Staff Report

**TO:** Honorable Mayor and City Council Members  
**FROM:** Michael Kirn, Public Works Director/City Engineer  
**DATE:** September 5, 2017  
**SUBJECT:** Consideration of a Resolution Authorizing a Cooperative Agreement with the California Department of Transportation for Improvements to the State Highway System for Signalization of the Intersection of Petrified Forest Road and State Route 128

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APPROVAL FOR FORWARDING:




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Steve Campbell, Acting City Manager

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2 **ISSUE:** Consideration of a Resolution that Authorizes the City Manager or Designee to  
3 execute the Cooperative Agreement with Caltrans for the signalization of Petrified Forest  
4 Road and State Route 128 (Foothill Boulevard).

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6 **RECOMMENDATION:** Adopt the Resolution.

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8 **BACKGROUND / DISCUSSION:** The City has received confirmation that the proposed  
9 signalization of Foothill Boulevard and Petrified Forest Road is eligible for funding  
10 through Caltrans and Caltrans is requiring that the City enter into a Cooperative  
11 Agreement for reimbursement of eligible project expenditures. The required agreement  
12 has been prepared by Caltrans, has been reviewed by Public Works and is  
13 recommended for Council approval.

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15 The recommended resolution authorizes the City Manager or Designee to execute the  
16 Cooperative Agreement and any amendments thereto.

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18 **COUNCIL GOALS:** The project conforms to Council Goal 3: Establish, improve and  
19 maintain City infrastructure, Priority Project 2- Initiate the preparation of conceptual plans  
20 and specifications for the Foothill Boulevard/Petrified Forest Road intersections.

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22 **CEQA REVIEW:** The project involves the installation of a four-way traffic signal and  
23 associated ADA improvements. Prior to construction the project will be review in  
24 accordance with the provisions of the California Environmental Quality Act.

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26 **FISCAL IMPACT:** This recommended agreement provides up to \$105,000 in  
27 reimbursement to the City for environmental review and project plan preparation. The  
28 Project is included in the adopted Fiscal Year 2017/18 CIP budget under Account #25-  
29 5537-4915 with an appropriation of \$106,000.

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31 **ATTACHMENTS:**  
32 1. Resolution  
33 2. Cooperative Agreement

**RESOLUTION NO. 2017 – XXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA AUTHORIZING A COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE STATE HIGHWAY SYSTEM FOR SIGNALIZATION OF THE INTERSECTION OF PETRIFIED FOREST ROAD AND STATE ROUTE 128**

**WHEREAS**, the CITY OF CALISTOGA submitted application for funding assistance through the California Department of Transportation (CALTRANS) for signalization improvements at the Intersection at Petrified Forest Road and Foothill Boulevard (SR 128) (herein referred to as PROJECT); and

**WHEREAS**, the CITY OF CALISTOGA has received confirmation that the PROJECCT is eligible for funding and CALTRANS is requiring that the City enter into a Cooperative Agreement (AGREEMENT) for PROJECT expenditure reimbursement; and

**WHEREAS**, CALTRANS has prepared the required AGREEMENT for City approval and the City desires to enter into said AGREEMENT.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Manager, or Designee, is authorized to execute the AGREEMENT and any Amendments thereto for the purposes of seeking reimbursement for eligible PROJECT expenditures.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Calistoga at a regular meeting held this 5<sup>th</sup> day of September 2017, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

\_\_\_\_\_  
**CHRIS CANNING, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KATHY FLAMSON,**  
**City Clerk**

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**COOPERATIVE AGREEMENT**  
**(Authority to Transfer Funds)**

This Agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Calistoga, a body politic and municipal corporation of the State of California, referred to herein as CITY.

For the purpose of this Agreement, the term PARTIES collectively refers to CALTRANS and CITY. The term PARTY refers to any one of those signatory parties individually.

**RECITALS**

1. CALTRANS and CITY are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per Streets and Highways Code Sections 114 and 130.
2. This Agreement shall have no force or effect unless and until CITY has obtained an Encroachment Permit from STATE to install traffic signals and ADA compliant pedestrian improvements at State Route 128/Petrified Forest Road Intersection, referred to as PROJECT, and follows the standard CALTRANS encroachment permit process in order to complete the PROJECT.
3. CALTRANS will reimburse CITY \$105,000 from STIP/RIP funds required for PROJECT.
4. PARTIES now define in this Agreement the terms and conditions for reimbursement.

**DEFINITIONS**

**PARTIES** – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one party's individual actions legally bind the other parties.

**SCOPE**

5. CITY is responsible to complete all work for PROJECT.

6. All work will occur through the standard CALTRANS encroachment permit process.
7. PARTIES agree that CALTRANS will administer all state and federal subvention funds for PROJECT.

### **COST**

8. CITY will invoice CALTRANS for the lump sum amount of \$105,000 after execution of this agreement.
9. After PARTIES agree that all work for PROJECT is complete, CITY will submit a final accounting for all costs. Based on the final accounting, CITY will refund or invoice as necessary in order to satisfy the financial commitment of this Agreement.
10. PARTIES agree that the total amount of funds paid out to CITY will not exceed \$105,000.
11. CALTRANS will pay CITY within 30 calendar days of receipt of invoices.

### **GENERAL CONDITIONS**

12. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
13. 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 CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless 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, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
14. Neither CALTRANS 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, its contractors, sub-contractors, and/or its agents under or in connection with any work,

authority, or jurisdiction conferred upon CITY or under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS 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, its contractors, sub-contractors, and/or its agents under this Agreement.

15. If CALTRANS pays CITY for any costs later determined to be unallowable, CITY will reimburse those funds to CALTRANS.
16. If work is done under contract (not completed by CITY's own employees) and is governed by the California Labor Code's definitions of a "public works" (section 1720(a)), CITY will conform to Sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
17. This Agreement is intended to be PARTIES' final expression and supersedes all prior oral understanding pertaining to PROJECT.
18. Unless otherwise documented in a maintenance agreement, CITY will maintain all the improvements.
19. This Agreement will terminate upon PROJECT completion by the CITY. However, all indemnification, audit and maintenance articles will remain in effect until terminated or modified in writing by mutual agreement.

**SIGNATURES**

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF CALISTOGA

\_\_\_\_\_  
Helena (Lenka) Culik-Caro  
Deputy District Director, Design

\_\_\_\_\_  
Dylan Feik  
City Manager

VERIFICATION OF FUNDS AND  
AUTHORITY:

Attest:

\_\_\_\_\_  
Jeffrey Armstrong  
District Budget Manager

\_\_\_\_\_  
Kathy Flamson  
City Clerk

CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES

By: \_\_\_\_\_  
Accounting Administrator