



Council Agenda Report

To: Mayor Pierson and the Honorable Members of the City Council

Prepared by: Robert DuBoux, Public Works Director/City Engineer

Approved by: Reva Feldman, City Manager

Date prepared: September 9, 2020 Meeting date: September 29, 2020

Subject: Operation Agreement with Caltrans

RECOMMENDED ACTION: Authorize the City Manager to execute an Operation Agreement with Caltrans for the operation of electrical transfer switches to supply temporary power to the traffic signals on Pacific Coast Highway (PCH).

FISCAL IMPACT: There is no fiscal impact associated with the recommended action. The City has already purchased 10 temporary generators, and Caltrans has completed the work to install the electrical transfer switches to the traffic signal controllers.

WORK PLAN: This item was included as item 2k in the Adopted Work Plan for Fiscal Year 2020-2021.

DISCUSSION: The existing traffic signals on PCH lost power during the Woolsey Fire. This caused traffic to back up until law enforcement was able to direct traffic at these intersections. To resolve losing power to the traffic signals, the City coordinated with Caltrans on a plan that will allow for temporary generators to be placed at the traffic signals in the event of an emergency. The temporary generators will supply power for an extended period and keep the signals operational and assist with reducing the traffic back up on PCH during emergencies and evacuations.

To connect the temporary generators to the traffic signal controllers, an electrical transfer switch is needed. The transfer switch will allow the generators to supply power to the traffic signal controllers. When the electrical power is restored, the transfer switch will be used to transfer power from the generator to electrical power from SCE.

An Operation Agreement between the City and Caltrans is required to allow the City to operate the transfer switches. This agreement will allow the City to connect the

temporary generators and transfer power to the traffic signal controllers without the assistance of Caltrans.

Staff recommends Council to authorize the City Manager to execute the Operation Agreement with Caltrans.

ATTACHMENT: Operation Agreement

**OPERATION AGREEMENT
FOR TRANSFER SWITCHES IN THE CITY OF MALIBU**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the City of Malibu; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS, PARTIES are in agreement that CITY should have access to transfer switches, installed and located on the outside of the STATE traffic signal cabinets, in order to connect and monitor CITY owned generators, hereinafter referred to “GENERATORS”, during power outages in emergency catastrophes including, brush fires and tsunami as well as during Public Safety Power Shutdown (PSPS), on State Route 1 (SR-001); all activities described herein are hereinafter referred to as “PILOT PROJECT”, and
2. WHEREAS, the PARTIES mutually desire to identify the operational responsibilities for PILOT PROJECT, and
3. This agreement is not meant to replace or supersede any agreements.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

4. Exhibit A consists of the locations of PILOT PROJECT within STATE right of way which are the responsibility of the CITY to operate in accordance with this Operation Agreement.
5. If there is mutual agreement on the change in the operation duties between PARTIES, the PARTIES can revise or amend the agreement by a mutual written and-executed amendment.
6. CITY must obtain the necessary Encroachment Permits annually from STATE’s District 07 Encroachment Permit Office prior to entering STATE right of way to perform CITY operations. This permit will be issued at no cost to CITY.
7. CITY agrees to provide emergency power to specific traffic signals via the GENERATORS at twenty-one (21) signalized intersections in the City of Malibu, as identified in Exhibit “A”. CITY may provide auxiliary power by connecting portable GENERATORS through the transfer switch mounted on the outside of the battery backup system (BBS) cabinet of the specified signals identified in Exhibit “A” during emergency evacuations.
8. CITY shall notify Caltrans Electrical Maintenance and Los Angeles Transportation Management Center (LARTMC) at least three (3) hours prior to connecting the portable

backup GENERATORS to the transfer switch and again at least three (3) hours prior to the ending time (or suspension) of the backup generator operation.

9. CITY agrees to all risks including, but not limited to, theft, damages to the components of traffic signals cabinets, damages to the GENERATORS.
10. STATE may take back control of a traffic signal at any time if the operation of the GENERATORS does not meet STATE standards.
11. CITY assumes full liability for any injury, damage or liability at the signalized intersections identified in Exhibit A, while PILOT PROJECT is accessed by CITY, including when the generator(s) is engaged except that any injury damage or liability resulting from the traffic signal timing of the signal controller (which the City does not have access to) shall not be the responsibility of the City.

12. LEGAL RELATIONS AND RESPONSIBILITIES

- 12.1. 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.
- 12.2. 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, under or in connection with any work, authority or jurisdiction conferred upon STATE 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 or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 12.3. 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 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 section 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.

13. PREVAILING WAGES:

- 13.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work

under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

- 13.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts
14. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
 - 14.1. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
15. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
16. 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, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF MALIBU

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
City Manager

By: _____
Deborah Prochnow
Deputy District Director
Office of Maintenance District 07

ATTEST:

By: _____
City Clerk

As to Form and Procedure:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE
By: _____
City Attorney

By: David P. Harris
Attorney
Department of Transportation

EXHIBIT A

Transfer Switch locations along Rte 1 (PCH) in the City of Malibu

District	County	Route	PM	Location
7	LA	1	40.77	PCH AT TOPANGA CYN
7	LA	1	42.50	PCH AT BIG ROCK DR
7	LA	1	44.15	PCH AT LAS FLORES-RAMBLA PACIFICA
7	LA	1	44.40	PCH AT LA COSTA BEACH CLUB (PHB-XING)
7	LA	1	44.87	PCH AT CARBON CYN RD
7	LA	1	45.48	PCH AT BUSH (PED-XING)
7	LA	1	46.04	PCH AT MCDONALDS (PED-XING)
7	LA	1	46.25	PCH AT MALIBU INN (PED-XING)
7	LA	1	46.54	PCH AT MALIBU PIER (PED-XING)
7	LA	1	47.10	PCH AT CROSS CREEK RD.
7	LA	1	47.75	PCH AT WEBB WAY
7	LA	1	48.10	PCH AT MALIBU CYN RD
7	LA	1	48.49	PCH AT JOHN TYLER
7	LA	1	50.38	PCH AT CORRAL CYN
7	LA	1	53.03	PCH AT PARADISE COVE RD
7	LA	1	54.00	PCH AT ZUMIREZ DR
7	LA	1	54.02	PCH AT KANAN DUME RD
7	LA	1	54.30	PCH AT HEATHERCLIFF RD
7	LA	1	55.04	PCH AT BUSCH DR
7	LA	1	55.65	PCH AT MORNING VIEW DR
7	LA	1	56.85	PCH AT TRANCAS CANYON RD