

CLEAN CALIFORNIA MAINTENANCE AGREEMENT WITH THE CITY OF COSTA MESA

This CLEAN CALIFORNIA MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the CITY of Costa Mesa ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. This AGREEMENT will identify the specific maintenance functions STATE requests LOCAL AGENCY to perform in the STATE right of way, including highway and freeway areas situated within LOCAL AGENCY'S jurisdictional limits as authorized in Streets and Highways Code Section 130.
2. Pursuant to the "Clean California Beautification Program of 2021," the PARTIES desire to identify specific mission-critical maintenance services LOCAL AGENCY will perform on and around STATE right of way situated within LOCAL AGENCY's jurisdictional limits.

OPERATIVE PROVISIONS

1. **Maintenance Services.** LOCAL AGENCY shall perform litter, debris, and graffiti removal at the State Route(s) (SR), post miles (PM) and approximate mile lengths (STATE Right of Way) set forth in Exhibit A. LOCAL AGENCY shall remove and discard litter and debris, including, but not limited to: furniture, appliances, fire casings, bulky and large items, automobile wreckage, auto components, clothing, beverage containers, food packages and garbage.
2. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance services in compliance with the provisions of Streets and Highways Code Section 27, and in accordance with California and federal laws and regulations and STATE policies, procedures and specifications in effect and as amended, and applicable municipal ordinances.
3. **Prior Maintenance Agreements.** The PARTIES agree that this AGREEMENT does not supersede the PARTIES' existing Delegated Maintenance Agreement or other maintenance agreements, if any.
4. **Maintenance Areas.** LOCAL AGENCY shall only perform maintenance services in the STATE Right of Way locations described in Exhibit A and listed in Exhibit B.
5. **Amendment to Agreement.** Changes to LOCAL AGENCY's maintenance services covered in this AGREEMENT may be made by each PARTY executing amended Exhibits A and B and/or executing additional pages to Exhibits A

and B that shall be attached to this AGREEMENT and will supersede the original Exhibits A and B. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. STATE's District Maintenance Agreement Coordinator (DMAC)(Zach Paul) must obtain prior written approval of any amendments from the District 12 Deputy Director of Maintenance before such amendments may become effective and enforceable under this AGREEMENT.

6. Party Representatives and Notices.

LOCAL AGENCY's Project Manager is: __Robert Ryan_____

STATE's DMAC (or other title) is: Zach Paul

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY

Attn: Name of Project Manager: Robert Ryan, Maintenance Services Manager

Address: 77 Fair Drive, Public Works Dept., 4th Floor

City, Zip: Costa Mesa, CA 92626

STATE

Attn: Name of DMAC (or other title): Zach Paul

Address: 1750 East Fourth Street, Ste 100

City, Zip: Santa Ana, CA 92705

7. Excluded Maintenance Activities.

7.1 **Unsheltered Encampment Relocation.** LOCAL AGENCY shall not engage in any activities to relocate any persons experiencing homelessness who are situated within STATE Right of Way. LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's "Interim Guidance on Encampments, Prioritizing and Addressing Encampments on Caltrans-owned Property," dated July 2021, and as may be amended during the term of this AGREEMENT (Interim Guidance).

7.2 **Abandoned Encampments.** If LOCAL AGENCY encounters abandoned homeless encampments at or within STATE Right of Way, LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's

Interim Guidance, including but not limited to coordination with STATE and the local California Highway Patrol.

- 7.3 **Hazardous Material Clean up.** LOCAL AGENCY shall not engage in any hazardous material clean-up activities. If LOCAL AGENCY encounters any hazardous materials, including but not limited to bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed under this AGREEMENT, LOCAL AGENCY shall immediately contact STATE's District Hazardous Material Manager for appropriate action.
- 7.4 **Weed Abatement.** LOCAL AGENCY shall not perform any weed abatement, remove overgrown brush, trees, grass and limbs or conduct any spraying, grading, mowing or discing for any maintenance services within STATE Right of Way.
8. **Graffiti Removal.** LOCAL AGENCY's graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed. LOCAL AGENCY shall discuss such possible art with STATE's District ___Transportation Art Coordinator before conducting any graffiti removal or remediation. STATE shall pay the actual cost of LOCAL AGENCY's graffiti removal as specified in Section 11 of this AGREEMENT.
9. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District 12 Area Maintenance Superintendent, Chris Bunning, at least twenty-four (24) hour prior telephone or email notice before performing any maintenance services under this AGREEMENT. His/her email and phone number are: (714) 708-5704 , chris.bunning@dot.ca.gov. LOCAL AGENCY shall provide the DMAC identified in this AGREEMENT with a litter, debris and graffiti removal schedule. Maintenance services shall be provided at a minimum weekly basis. Maintenance services shall be performed between the hours of 6:00 am and 6:00 pm and may be performed on weekends and holidays if necessary. LOCAL AGENCY must request through the Area Maintenance Superintendent a prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 6:00 am or after 6:00 pm.
10. **Authorized Reimbursement.** The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibits A and B and amounts appropriated to STATE pursuant to the Clean California Beautification Program of 2021 have been considered in setting authorized total dollar amounts. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.

11. Cost Reimbursement. STATE shall reimburse LOCAL AGENCY for LOCAL AGENCY's actual and necessary costs incurred to perform the maintenance services under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures listed in Exhibit B.

11.1 Amendment to Approved Expenditures. Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibits A and B may be increased, decreased, or redistributed between routes pursuant to the PARTIES executing an appropriate amendment in accordance with section 5 above. All such adjustments must be authorized in writing by the District Director or his/her authorized representative.

11.2 Term of Expenditures. Additional expenditures or an adjustment of expenditures once authorized shall apply only for the term of this AGREEMENT and shall not be deemed to permanently modify or change the basic maximum expenditures per route as specified in Exhibits A and B. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.

12. Billing, Payment and Reporting.

12.1 Billing Date. LOCAL AGENCY shall submit billing invoices to STATE's DMAC each (month/quarter) beginning after the first (month/quarter) LOCAL AGENCY has performed maintenance services under this AGREEMENT. LOCAL AGENCY shall not submit billing invoices for reimbursement of costs less than \$500 more than once each quarter. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.

12.2 Billing Submission Format. Each billing invoice shall include all of the following:

- (a) STATE's Clean California Program Code: CLEANCADMA;
- (b) AGREEMENT number 12-22-HS003;
- (c) Date(s) of services;
- (d) Location of services;
- (e) Number of hours and hourly rates;
- (f) Receipts for trash disposal;
- (g) Receipts for equipment, materials and supplies; and
- (h) LOCAL AGENCY's Performance Report that includes the information required under section 15 of this AGREEMENT.

STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibits A and B.

13. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE Right of Way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.

14. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE Right of Way to perform any maintenance services in the areas covered by this AGREEMENT, STATE's District 12 Encroachment Permit Office must issue an initial encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE Right of Way to perform any maintenance or work under this AGREEMENT.

15. **Performance Monitoring.** LOCAL AGENCY shall prepare a Performance Report to record and report the quantity and description of litter, debris, and graffiti removed and maintenance services performed at each clean-up site and location set forth in Exhibits A and B. This Performance Report shall include dated and executed documents demonstrating the weight and/or amount of litter, debris, and graffiti removed, including disposal receipts from authorized disposal sites and/or landfills. The DMAC (or other title i.e; RESOURCE MANAGER) may also request that LOCAL AGENCY provide photographs of the sites taken before and after LOCAL AGENCY's maintenance services are performed.

16. **Legal Disposal of Litter Collected.**

LOCAL AGENCY shall make its own arrangements for the legal disposal of litter or debris materials to authorized disposal sites. LOCAL AGENCY shall not leave any filled litter bags, litter piles or other groups of litter assembled during its maintenance services along or in STATE Right of Way. Such litter groupings shall be removed out of STATE Right of Way each day LOCAL AGENCY performs the maintenance services in this AGREEMENT.

17. **Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state

and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines. LOCAL AGENCY shall make arrangements through the DMAC if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services.

18. **Equipment and Supplies.** LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibit B.

19. **Legal Relations and Responsibilities.**

19.1 **No Third-party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT, nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.

19.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

19.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT,

LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the DMAC (or other title) within twenty-four (24) hours when any such incident has occurred.

20. **Prevailing Wages and Labor Compliance.** LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT.
21. **Insurance.**³ LOCAL AGENCY and its contractors and subcontractors shall maintain in force during the term of this AGREEMENT a policy of general liability insurance, including coverage of bodily injury 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. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.
23. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. STATE may terminate this AGREEMENT for convenience or for cause upon thirty (30) day prior written notice to LOCAL AGENCY. LOCAL AGENCY may terminate this AGREEMENT upon thirty (30) day prior written notice to STATE.
24. **Term of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT and shall expire on June 30, 2024, unless terminated or amended.
25. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT as authorized under Streets and Highways Code Sections 114 and 130. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.
26. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

27. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE LOCAL AGENCY OF **Costa Mesa**

Dated: 01/23/2023 *Lori Ann Farrell Harrison*
Lori Ann Farrell Harrison (Jan 23, 2023 10:55 PST)
City Manager

INITIATED AND APPROVED:

Dated: 01/23/2023 *Lori Ann Farrell Harrison*
Lori Ann Farrell Harrison (Jan 23, 2023 10:55 PST)
Local Agency Clerk

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

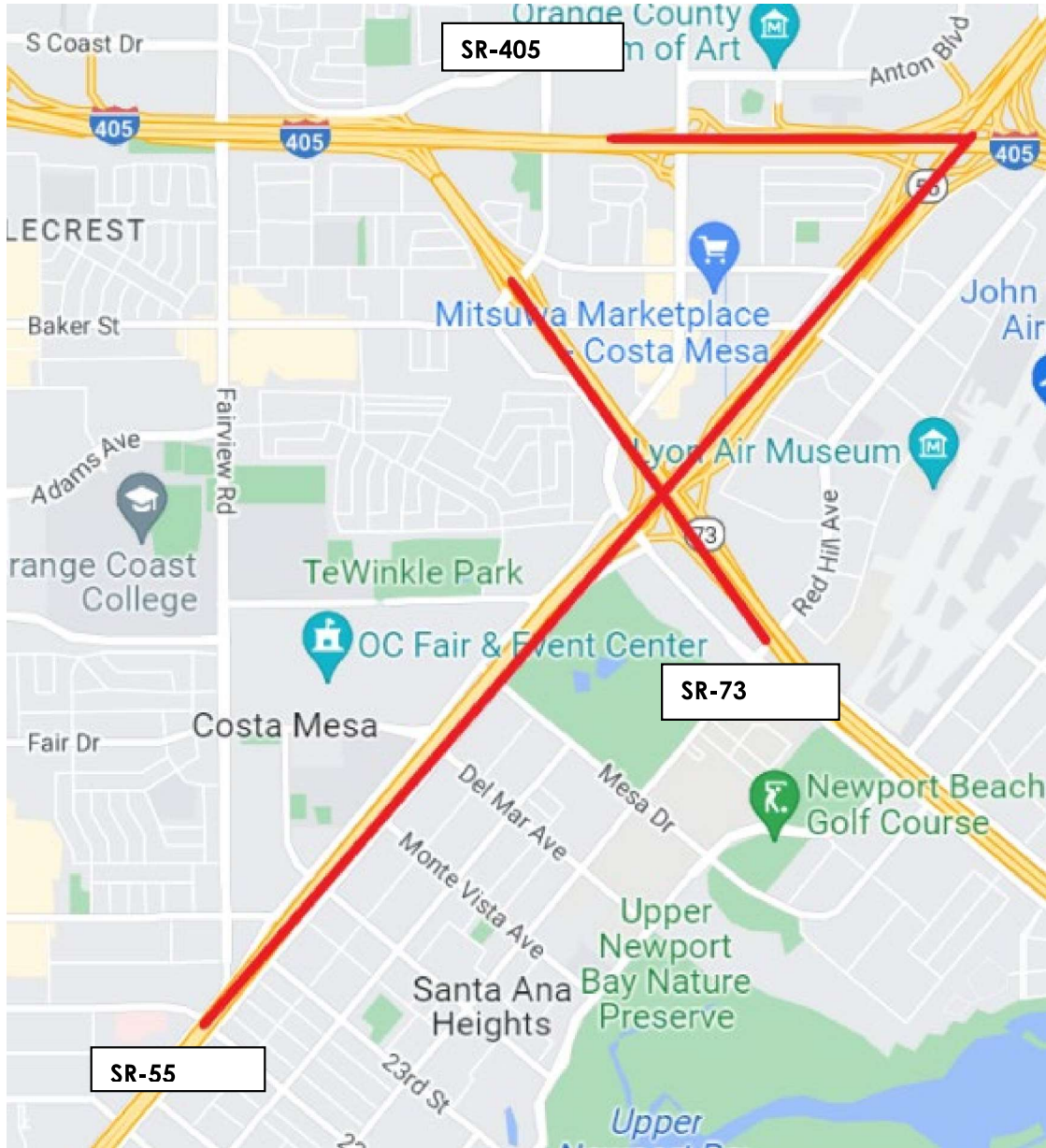
Dated: 1/27/2023 *Bobi C. Hettick*
Bobi C. Hettick
District Deputy Director,
Maintenance &
Operations
District 12

EXHIBIT A

Route No.	Length Miles	Description of Routing	Program Code
55	3.3	Costa Mesa – R2.7-R6 22 nd /Victoria ramp interchange to Baker Street ramp interchange	CLEANCADMA
73	1.2	Costa Mesa – R26.1-R27.3 SR-55 quadrants to Bear Street undercrossing.	CLEANCADMA
405	1.0	Costa Mesa – 8.8-9.8 Avenue of the Arts ramp interchange to Bristol Ramp Interchange	CLEANCADMA

EXHIBIT A-1

Areas for the litter, debris, and graffiti removal operations to be performed



City of Costa Mesa

Proposed City Maintenance along Caltrans jurisdiction

EXHIBIT B

BREAKDOWN & LISTING OF MAINTENANCE TASKS

Rte No.	Post Miles	Litter Disposal	Large Items	Graffiti Sq. Ft.	Traffic Control	Maximum Authorized Expenditures
73 S/B	@ 55 ONRAMP	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
55 N/B	@22ND OFFRAMP	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
55 N/B	@ DEL MAR OFFRAMP	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
55 N/B	@ BAKER OFFRAMP	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
73 N/B	@ BEAR OFFRAMP	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
405 S/B	@ BRISTOL OFFRAMP	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
405 N/B	@ AVE OF THE ARTS OFFRAMP	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
TOTAL MAXIMUM AUTHORIZED EXPENDITURES						\$150,000