

DELEGATED MAINTENANCE AGREEMENT WITH THE CITY/COUNTY OF _____

This DELEGATED MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE") and the City/County of _____ ("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 the LOCAL AGENCY will perform in the STATE right of way, including highway and freeway areas situated within LOCAL AGENCY's jurisdictional limits as authorized under Streets and Highways Code Section 130.
2. The PARTIES executed (a) prior Delegated Maintenance Agreement(s) dated _____. This AGREEMENT supersedes/does not supersede the prior Delegated Maintenance Agreement(s). The prior Delegated Maintenance Agreement(s) will/will not remain in full force and effect. This AGREEMENT does not supersede other Freeway Maintenance Agreements executed by the PARTIES, if any.

OPERATIVE PROVISIONS

1. **Maintenance Services.** LOCAL AGENCY shall perform maintenance operations at the State Route(s) (SR), post miles (PM) and approximate mile lengths (STATE Right of Way) set forth in Exhibit A to keep the facilities in a safe and operational condition. Maintenance Operations include but are not limited to litter, debris, and graffiti removal, repairs, and restoration.
2. **Prior Delegated Maintenance Agreements.** This AGREEMENT supersedes/does not supersede the PARTIES' prior Delegated Maintenance Agreement(s) dated _____. The prior Delegated Maintenance Agreement(s) will/will not remain in full force and effect. This AGREEMENT does not supersede other Freeway Maintenance Agreements executed by the PARTIES, if any.
3. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance in compliance with the standards set forth in 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.

4. **Maintenance Areas and Services.** LOCAL AGENCY shall only perform those maintenance services in the STATE right of way locations described in Exhibit A.
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, B and C and/or executing additional pages to Exhibit A that shall be attached to this AGREEMENT and will supersede the original Exhibits A, B and C. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. STATE's District Maintenance Agreement Coordinator (DMAC) must obtain prior written approval of any amendments from the District____Deputy Director of Maintenance before such amendments may become effective and enforceable under this AGREEMENT.
6. **Unsheltered Encampment Removal.**
 - A. *STATE/ LOCAL AGENCY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Location(s) shown in Exhibit A, subject to State's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.
**Specific Instructions for Encampment Removal: Please select between STATE or LOCAL AGENCY as to whose responsibility it is to perform encampment removal.*
 - B. Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations shown in Exhibit A.
7. **Weed Abatement** LOCAL AGENCY shall engage in weed abatement operations. LOCAL AGENCY shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District Office (address)_____.
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_____ Area Maintenance Superintendent, as shown in Exhibit C at least twenty-four (24) hours prior telephone or email notice before performing any maintenance services under this AGREEMENT. His/Her email and phone number are listed on Exhibit C. 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, biweekly, monthly, daily) _____ basis. Maintenance services shall be performed between the hours of 9:00 a.m. and 3:00 p.m. or as otherwise authorized by the State Representative, if necessary. LOCAL AGENCY must request through the DMAC prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 9:00 a.m. or after 3:00 p.m. and/or weekends and holidays.
10. **Authorized Reimbursement.** The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibit A and amounts appropriated to STATE 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 under this AGREEMENT.
12. **Amendment to Approved Expenditures.** Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibit A 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.

13. **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 Exhibit A. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.
14. **Billing, Payment and Reporting.**
- 14.1 **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.
- 14.2 **Billing Submission Format.** Each billing invoice shall include all of the following:
- (a) STATE's AGREEMENT number;
 - (b) Date(s) of services;
 - (c) Location of services;
 - (d) Number of hours and hourly rates;
 - (e) Receipts for trash disposal; and
 - (f) Receipts for equipment, materials, and supplies.
- STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibit A.
15. **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.

16. **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 ____ 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.

17. **Legal Disposal of Litter Collected.**

¹LOCAL 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.

² STATE shall remove and dispose of all litter bags and piles LOCAL AGENCY collects in STATE right of way covered in this AGREEMENT. LOCAL AGENCY shall advise the _____ of District ____ Maintenance (by email/telephone notice) that the litter has been collected and is ready for disposal no later than close of business on the day of collection.

18. **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 STATE if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services. STATE's maintenance Supervisor or designee shall determine what protections are required at the worksite pursuant to

¹ Delete this article if filled litter bags, litter piles or other groups of litter assembled will be picked up by the STATE

² Delete this article if filled litter bags, litter piles or other groups litter assembled will be picked up by the LOCAL AGENCY

applicable provisions of the STATE's (Caltrans) Maintenance Manual, including but not limited to Volume 1, Chapter 8, Protection of Workers.

19. **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 A.

20. **Legal Relations and Responsibilities.**

- 20.1 **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.

- 20.2 **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.

- 20.3 **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 STATE's Area Maintenance Superintendent within twenty-four (24) hours when any such incident has occurred.
21. **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.
22. **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, \$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.
- Self-Insured.**⁴ LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess by delivering a Letter certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit B and identify the AGREEMENT number, and location as depicted in Exhibit A. LOCAL AGENCY shall provide the original Letter certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

³ Delete if self-insured

⁴ Delete if not self-insured

Self-Insured⁵ using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to 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 STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

23. **Budget Contingency.** STATE's payments to LOCAL AGENCY are contingent upon the Legislature appropriating sufficient funds under the Budget Act and the encumbrance of funding to STATE's District Office.
24. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. Either PARTY may terminate this AGREEMENT upon ____ () days' prior written notice to the other PARTY.
25. **Effective Date (Term) of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT. [optional...and shall expire on____]
26. **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.
27. **Default.** If a PARTY fails to perform obligations assumed under this agreement, the non-defaulting PARTY may by written notice request that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails or refuses to do so, the non-defaulting PARTY may complete the obligations and seek reimbursement from the defaulting PARTY who shall pay the invoice within thirty (30) calendar days. If there is an immediate threat to maintain the structural integrity of, or prevent imminent danger

⁵ Delete if not self-insured; include 2 and 3 if self-insured and LA is subcontracting the work. Need both a self-insurance certification letter and insurance certificate naming State as additional, covered insured.

of destruction to, the features shown on Exhibit A, either PARTY may perform necessary maintenance or remedial measures to maintain the structural integrity and/or prevent destruction of the features without notice or delay.

28. **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.
29. **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.
30. **Party Representatives and Notices.** 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 listed on Exhibit C.

THE CITY/COUNTY OF _____

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: _____
Mayor/Chairman

Dated: _____
Deputy District Director
Maintenance District

APPROVED:

Dated: _____
City/County Manager

Dated: _____
City/County Clerk

HQ REVIEW REQUIRED

**EXHIBIT A
DELEGATION OF MAINTENANCE**

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure

TOTAL ANNUAL MAXIMUM AUTHORIZED EXPENDITURE:

EXHIBIT B

LETTER CERTIFYING CITY'S/COUNTY'S SELF-INSURED STATUS

On Local Agency letterhead

Insert (CT District) addressee information _____, 20__

ATTN: (name of CT representative)

Re: Statement of Self-Insurance for CITY/COUNTY of _____ for
Delegated Maintenance Agreement No. _____ with California
Department of Transportation for the _____ along
SR _____ at _____

Dear _____:

This letter certifies that the CITY/COUNTY of _____ is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the CITY/COUNTY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY/COUNTY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY/COUNTY.

The CITY/COUNTY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in section ____ (Insurance) of the Delegated Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Finance Manager/Risk Manager/Authorized Representative's Title

EXHIBIT C

Party Representatives and Notices.

LOCAL AGENCY's Project Manager : _____

STATE's DMAC is: _____

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: _____

Address: _____

City, Zip: _____

STATE

Attn: Name of DMAC: _____

Address: _____

City, Zip: _____

Name of Area Maintenance Superintendent:

Telephone Number: _____

Email Address: _____