

**GATEWAY MONUMENT MAINTENANCE AGREEMENT
WITH CITY OF COMMERCE**

THIS AGREEMENT("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 Commerce; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. City is proposing to place a Gateway Monument herein referred to as "MONUMENT," within the STATE right of way on State Route 5, at Postmile 12.70 as shown in Exhibit "A," attached to and made a part of this Agreement; and,
2. CITY has agreed to assume maintenance responsibilities of the MONUMENT upon project completion; and
3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for the improvements of MONUMENT constructed within the STATE right of way.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. Exhibit A consists of plan drawings that describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.
 - 1.2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A by a mutual written execution of the exhibit.
2. CITY agrees, at CITY's expense, to do the following:

- 2.1. The degree or extent of maintenance work to be performed, and the standards therefor, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
- 2.2. CITY shall ensure that MONUMENT is provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- 2.3. CITY must obtain the necessary Encroachment Permits from STATE's District 07 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
- 2.4. To remove MONUMENT and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.5. To inspect MONUMENT on a regular weekly basis to ensure the safe operation and condition of the MONUMENT.
- 2.6. To expeditiously MAINTAIN, replace, repair or remove from service any MONUMENT component that has become unsafe or unsightly, as deemed by the STATE.
- 2.7. To MAINTAIN MONUMENT within the Agreement limits of the STATE highway right of way, as shown on Exhibit A. MAINTENANCE includes, but is not limited to, restoration work to maintain the integrity of the MONUMENT, and the removal of dirt, debris, and graffiti on the MONUMENT in an expeditious manner.
- 2.8. Graffiti removal shall conform to current Department policies and guidelines, which require prompt removal of offensive messages and timely removal of graffiti. CITY at CITY's sole cost and expense, shall remove all graffiti from the Gateway Monument. CITY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. CITY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.
- 2.9. Maintenance practices shall protect air and water quality as required by law.

2.10. To remove MONUMENT, whenever, in the opinion of STATE, that it creates a safety or operational concern due to deterioration or inadequate maintenance. In the event CITY fails to maintain, repair, rehabilitate, or remove MONUMENT in a timely manner, STATE may remove MONUMENT sixty (60) days following written notification to CITY, and STATE will bill CITY for all costs associated with the removal and restoration of STATE-owned area to its original condition.

2.11. All work by or on behalf of CITY will be done at no cost to STATE.

3. STATE agrees to do the following:

3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

3.2. STATE shall issue encroachment permits to CITY at no cost to City to perform City's privileges and obligations pursuant to this Agreement.

3.3. STATE reserves the right to remove MONUMENT due to construction, rehabilitation, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of CITY. STATE will strive to notify CITY of its intent to remove MONUMENT to allow for timely removal and salvage by CITY.

3.4. STATE reserves the right to remove MONUMENT or alter parts that presents an immediate safety hazard to the public without delay or advanced notification to CITY.

3.5. STATE will be responsible for the cost of any maintenance, repair, restoration or replacement of MONUMENT which is damaged by anything STATE does in the course of STATE's duties related to highway operations and activities.

4. CITY 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.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations in shown in Exhibit A.

5. CITY shall engage in weed abatement operations. CITY 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 100 S. Main St., Los Angeles, CA 90012

6. LEGAL RELATIONS AND RESPONSIBILITIES

- 6.1. 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.

- 6.2. 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.

- 6.3. 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 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.

7. NOTICES. As used in this Agreement, notice included but is not limited to the communication of any notice, request, demand, approval, statement, report,

acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when delivered by electronic means such as fax or email with proof of electronic delivery, or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To STATE: [INSERT]

To: City of Commerce
Commerce City Hall
2535 Commerce Way, Commerce, CA 90040
(323) 722-4805
Attn: Director of Public Works

8. PREVAILING WAGES:

8.1 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.

8.2 Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement 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.

9. INSURANCE -

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 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. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to

STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the Gateway Monument or Community Identifier location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

9.1 SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY 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 liability 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. 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.

10. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

11. 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 as set forth in Article 10 above.

12. COUNTERPARTS. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same or original counterpart. Delivery of an executed counterpart of this Agreement by electronic means shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Agreement by electronic means also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.

13. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on Saturday, Sunday, a date City is closed for business or legal holiday under the laws of the State of California, then in such event said date shall be extended to the next day which is not a Saturday, Sunday, a date City is closed for business or legal holiday.

14. Without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, neither party may assign its rights or obligations under this Agreement. Notwithstanding the foregoing, City may contract with third parties to perform its maintenance obligations under this Agreement without the consent of State, written or otherwise.
15. ATTORNEYS' FEES. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including but not limited to actual attorneys' fees (including the allocated costs of in-house counsel), witness fees' and court costs. The phrase "prevailing party" as used in this Section shall mean the party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise.

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 COMMERCE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Ivan Altamirano, Mayor

Initiated and Approved

By: _____
Ernie Hernandez, City Manager

By: _____
Godson Okereke,
Deputy District Director
Maintenance and Operations

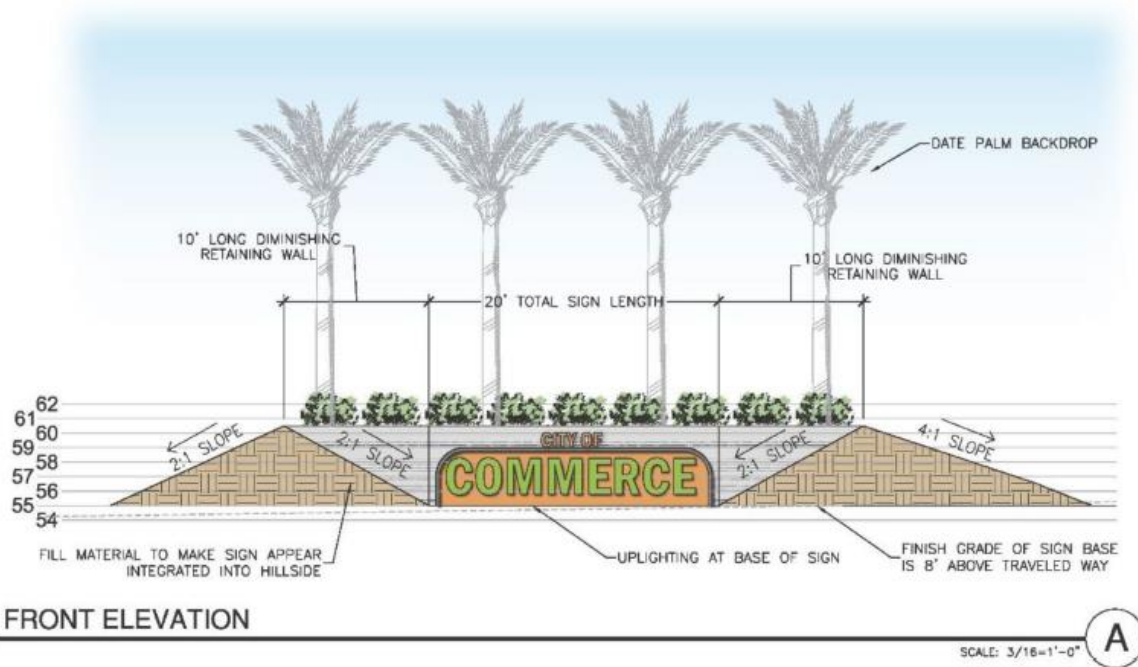
ATTEST:

By: _____
Melanie Park, Deputy City Clerk

By: _____
Noel Tapia, City Attorney

EXHIBIT A



EXHIBIT A**GATEWAY MONUMENT DESIGN**

DATE

EXHIBIT B – LETTER OF CERTIFICATE OF _ STATEMENT OF SELF INSURANCE

Department of Transportation, District 7
100 S. Main St.
Los Angeles, CA 90012
ATTN: Godson Okereke

_____2025

Department of Finance

RE: Statement of Self Insurance for City of Commerce Related to the Gateway Monument Maintenance Agreement with State of California Department of Transportation ("STATE") along State Route 5 at southbound side PM 12.70 Southbound off ramp To Atlantic Boulevard and Eastern Avenue.

Dear Mr. Okereke:

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY 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 appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 9 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

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

Sincerely,

FINANCE MANAGER