

## **DELEGATED MAINTENANCE AGREEMENT WITH THE CITY OF COMMERCE**

This ENCAMPMENT 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 of Commerce ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

### **RECITALS**

1. This AGREEMENT will identify specific maintenance functions the LOCAL AGENCY will perform in the STATE right of way, including highway and freeway areas situated within STATE's jurisdictional limits as authorized under Streets and Highways Code Section 114 and 116.
2. The PARTIES executed a prior Delegated Maintenance Agreement dated 10/02/2018. This AGREEMENT does not supersede the said Delegated Maintenance Agreement which will remain in full force and effect. This AGREEMENT does not supersede any Freeway Agreements or Maintenance Agreements executed by the PARTIES.

### **OPERATIVE PROVISIONS**

1. **Maintenance Services.** LOCAL AGENCY shall perform maintenance operations as set forth in this AGREEMENT, at the State Route(s) identified in Exhibit A. Maintenance operations include the removal of: encampments, litter, debris, weeds and graffiti.
2. **Prior Delegated Maintenance Agreements.** This AGREEMENT does not supersede the PARTIES' prior Delegated Maintenance Agreement(s), Freeway Agreements or Maintenance Agreements executed by the PARTIES. The previous agreements shall remain in full force and effect.
3. **Maintenance Standards.** LOCAL AGENCY shall perform all "maintenance" as defined in Streets and Highways Code Section 27 and in compliance with the standards set forth in STATE policies, procedures and specifications in effect and as amended. LOCAL AGENCY shall also follow applicable municipal ordinances as long as it is not in conflict with STATE laws, policies, procedures and specifications.
4. **Maintenance Areas and Services.** LOCAL AGENCY shall only perform maintenance services in the STATE right of way locations described in Exhibit A, hereinafter referred as LOCATIONS.

5. **REVISING EXHIBITS.** PARTIES can revise this AGREEMENT by mutually amending, replacing, or providing additional pages to the Exhibits. Any such change must be signed by authorized representatives of PARTIES, and no formal amendment to the body of this AGREEMENT will be necessary. The revised Exhibit will thereafter supersede the previous Exhibit and become part of this AGREEMENT.
6. **AMENDMENT TO AGREEMENT.** Except as provided in the preceding sections concerning Exhibit amendments, the terms of this AGREEMENT may only be amended by a formal written amendment executed by both PARTIES.
7. **Unsheltered Encampment Removal.**
  - A. Definitions:
    1. **MPD 1001 R1** (Exhibit D) - Maintenance Policy Directive issued by the State, establishes the agency's official policy for the removal of encampments from state highway rights-of-way. Please refer to MPD 1001 R1
    2. **PEH-** Persons Experiencing Homelessness
    3. **Priority Level 1** (Critical Priority for Expeditious Removal)  
Encampments that pose an imminent threat to life, health, safety, or infrastructure require immediate removal without prior notice.  
Examples of Imminent Threats:
      - Encampment close to traffic, with PEHs at immediate risk of being struck by vehicles.
      - PEHs living in confined spaces, such as bridge cells.
      - Encampment near an unstable structure at risk of collapse. Please refer to MPD 1001 R1.
    4. **Priority Level 2** (Removal Needed)  
Encampments that do not pose an immediate threat. Please refer to MPD 1001 R1.
  - B. Factual determination of whether an encampment is Priority Level 1 will need prior confirmation by the STATE Encampment Specialist Maintenance Superintendent.

- C. Immediately upon discovery and receiving confirmation as provided in the preceding clause, by the STATE Encampment Specialist Maintenance Superintendent, LOCAL AGENCY shall remove Level 1 encampments and shall inform by phone and email of such removal; the STATE's Encampment Specialist Maintenance Superintendent. Removal of Level 1 encampments shall be pursuant to MPD 1001 R1.
  - D. LOCAL AGENCY, shall remove Level 2 encampments and in doing so shall adhere to STATE standards for working with PEH at the LOCATIONS, as detailed in MPD 1001 R1 and applicable State and Federal law.
  - D. When possible, allow two weeks to perform outreach services for priority Level 2 encampments. LOCAL AGENCY shall submit an Encampment Removal Request Form to the STATE's Encampment Specialist Maintenance Superintendent and include all requested information including timestamped photos (LOCAL AGENCY shall not move forward until the Removal Request has been approved and signed by appropriate STATE personnel. Within one week of the completion date of a removal, the LOCAL AGENCY shall complete and submit to the STATE's Encampment Specialist Maintenance Superintendent, all information required in the After-Action Report, including after photos. LOCAL AGENCY may use alternative forms or reporting templates so long as all required information is included.
  - E. Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the LOCATIONS.
8. **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 (herbicide) 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's landscape Specialist, Maintenance Support, identified in Exhibit C.
9. **Graffiti Removal.** LOCAL AGENCY shall remove all graffiti from LOCATIONS. LOCAL AGENCY 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. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.

10. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District Area Maintenance Superintendent, as shown in Exhibit C, no less than 7 days telephone or email notice before performing any maintenance services under this AGREEMENT. Their email and phone number are listed on Exhibit C. LOCAL AGENCY shall provide the District Maintenance Agreement Coordinator (DMAC) and District Area Maintenance Superintendent identified in Exhibit C of this AGREEMENT with an encampment, litter, and graffiti removal schedule. Maintenance services shall be provided on an as needed basis. Prior written approval must be received from the STATE's District Encampment Specialist through the DMAC. Additionally, LOCAL AGENCY shall either create a contract with CHP for MAZEPP or arrange for use of other local law enforcement as appropriate and authorized by CHP prior to performing any work. Maintenance services shall be performed between the hours of 7:00 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 7:00 a.m. or after 3:00 p.m. and/or weekends and holidays.
11. **Authorized Reimbursement.** The functions, frequency and levels of maintenance services delegated to LOCAL AGENCY under this AGREEMENT and amounts appropriated to STATE for this AGREEMENT, have been considered in setting the total reimbursement amounts due to the LOCAL AGENCY under this AGREEMENT. STATE shall reimburse LOCAL AGENCY up to the amount shown in Exhibit A-1. 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.
12. **Billing, Payment and Reporting.**
  - 12.1 **Billing Date.** LOCAL AGENCY shall promptly submit billing invoices in arrears to the STATE, for each past quarter including the period prior to the close of STATE's fiscal year on each June 30<sup>th</sup>.
  - 12.2 **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;
- g. Before and after photos.

STATE shall pay LOCAL AGENCY for the actual cost of encampment removal which is satisfactorily performed but shall not exceed the amounts shown in Exhibit A-1.

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 or its contractor may enter STATE right of way to perform any maintenance services in the areas covered by this AGREEMENT, the LOCAL AGENCY or its contractor must apply and the STATE's District Encroachment Permit Office must issue an annual 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.
15. **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.
16. **Storage of Personal Items.**  
LOCAL AGENCY shall meet the storage requirements of not less than 60 days for any personal property that is collected as set forth in MPD 1001 R-1. LOCAL AGENCY shall follow MPD 1001 R-1 with regard to the items that are to be collected and stored. To the extent LOCAL AGENCY deviates from these requirements, 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 any

deviation from MPD 1001 R-1 as set forth in the indemnification paragraph below.

17. **Hazardous Waste and Hazardous Materials.**

LOCAL AGENCY shall be fully and solely responsible for the proper identification, handling, removal and disposal of all hazardous waste and hazardous material during the performance of maintenance services pursuant to this AGREEMENT.

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 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-1.

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, its contractors, subcontractors, and/ or its agents pursuant to 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.** If the work performed under this AGREEMENT falls within the requirement of Prevailing wages as per Labor Code Section 1720 through 1815 -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. LOCAL AGENCY agrees to include prevailing wage requirements in its contracts for public works. Work performed by LOCAL AGENCY's own forces is exempt from the Labor Code's prevailing wage.

22. **Insurance<sup>1</sup>.**

LOCAL AGENCY and its contractors 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, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.

**Self-Insured<sup>2</sup>.** 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.

**Self-Insured<sup>3</sup> using Contractor<sup>3</sup>.** 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.

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<sup>1</sup> Delete if self-insured

<sup>2</sup> Delete if not self-insured

<sup>3</sup> Delete if not self-insured



24. **Termination.** Either PARTY may terminate this AGREEMENT upon 30 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 and shall expire on June 30, 2027.
26. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized under the law to execute this AGREEMENT. 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 LOCAL AGENCY fails to perform obligations assumed under this agreement, the STATE may, by written notice, request that the default be remedied within thirty (30) calendar days. If LOCAL AGENCY fails or refuses to do so, the STATE may seek legal remedies including specific performance, complete the obligations and refuse to pay LOCAL AGENCY's future invoices until STATE's expenses are redeemed.
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.
31. **List of Exhibits.**
  - Exhibit A – Locations
  - Exhibit A-1 – Funding
  - Exhibit B – Proof of Insurance
  - Exhibit C- PARTY Representatives and Contacts
  - Exhibit D - Maintenance Policy Directive (MPD) 1001 R1

**THE CITY OF COMMERCE**

Dated: \_\_\_\_\_  
Mayor

APPROVED:

Dated: \_\_\_\_\_  
City Manager

ATTEST:

Dated: \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_  
City Attorney

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

Dated: \_\_\_\_\_  
Deputy District Director  
Maintenance District

## LOCATIONS

Map No.	Freeway	Direction	Ramp (9)	Physical Location of Ramp	Freeway Exit/Entrance	Nearest Cross Street
1	I-710	Southbound (SB)	On and Off	Washington Blvd	Washington Blvd 17B	Connor Ave
2	I-710	Northbound (NB)	On and Off	Washington Blvd	Washington Blvd 17C	Hepworth Ave
3	I-5	Northbound (NB)	On and Off	Telegraph Rd	Garfield Ave 128A	Church Rd (Home Depot)
4	I-5	Northbound (NB)	On and Off	Telegraph Rd	Atlantic Blvd (North) 129	Camfield Ave
5	I-5	Northbound (NB)	Off Ramp	Telegraph Rd	Washington Blvd 128B	Tubeway Ave



**Exhibit A-1**  
**Funding**

Reference number	Rte No.	Post Miles	Location	Dir	Litter Removed (\$/cu.yds.)	Large Items Removed (\$/cu.yds.)	(
1	710	22.485	Washington Blvd (17B off)	SB	\$284.00	\$284.00	
2	710	22.485	Washington Blvd (17B on)	SB	\$284.00	\$284.00	
3	710	22.475	Washington Blvd (17C off)	NB	\$284.00	\$284.00	
4	710	22.475	Washington Blvd (17C on)	NB	\$284.00	\$284.00	
5	5	12.662	Telegraph Rd (Garfield Ave 128A off)	NB	\$284.00	\$284.00	
6	5	12.662	Telegraph Rd (Garfield Ave 128A on)	NB	\$284.00	\$284.00	
7	5	10.698	Telegraph Rd (Atlantic Blvd North 129 off)	NB	\$284.00	\$284.00	
8	5	10.698	Telegraph Rd (Atlantic Blvd North 129 on)	NB	\$284.00	\$284.00	
9	5	11.746	Telegraph Rd (Washington Blvd North 128B off)	NB	\$284.00	\$284.00	

Total maximum one-time authorized expenditure: \$ 300,000

Total maximum authorized expenditure per quarter: \$37,500.00 unless approved in writing by Caltrans.

**EXHIBIT B**

**Proof of Insurance**

**LETTER CERTIFYING CITY'S SELF-INSURED STATUS**

May 27, 2025

# City of Commerce

## Department of Human Resources



Department of  
Transportation, District 7  
100 S. Main St.  
Los Angeles, CA 90012  
Attn: Christian Sam, Acting Office Chief  
(213) 269-0685

**RE: Statement of Self-Insurance for City of Commerce for Encampment  
Delegated Maintenance Agreement with California Department of  
Transportation**

Dear Christian Sam:

This letter certifies that the City of Commerce ("City") 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 is self-insured for workers' compensation claims and has received the consent of the State Department of industrial Relations for this self-insurance.

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 and property damage liability, and meets the required coverage amounts in Section 22 (Insurance) of the Encampment Delegated Maintenance Agreement, general liability insurance, with 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 have any questions regarding this certification of self-insured status for the City of Commerce, please contact me at (323) 722-4805, ext. 2266.

Sincerely,

A handwritten signature in black ink, appearing to read 'ElaPappo', with a stylized, cursive script.

ElaPappo  
Director of Human Resources

cc: Shahid Abbas, Director of Public Works  
Mike Haraway, Employee & Labor Relations Manager

## EXHIBIT C

### Party Representatives and Notices.

LOCAL AGENCY's Project Manager: Ernie Hernandez, City Manager

STATE's District Maintenance Agreement Coordinator (DMAC) is:  
Rachel Borja-Chaides

Email Address: [Rachel.Chaides@dot.ca.gov](mailto:Rachel.Chaides@dot.ca.gov)

### Other Contacts for LOCAL AGENCY

STATE's Encampment Specialist Maintenance Superintendent

Name: Scott Haywood

Telephone Number: 213-808-7727

Email Address: Scott.Haywood@dot.ca.gov

State's Area Maintenance Superintendent: Roy Ortega

Telephone Number: 213-310-2766

Email Address: Roy.Ortega@dot.ca.gov

State's Landscape Specialist, Maintenance Support: Paul Lofthouse

Telephone Number: 626-201-0666

Email Address: Paul.F.Lofthouse@dot.ca.gov

Caltrans District Office: \_\_\_\_\_

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:

## Exhibit D

### Maintenance Policy Directive (MPD) 1001 R1

Please see attached

 [Caltrans Maintenance Policy Directive MPD 1001-R1 \(PDF\)](#)

