



AGENDA REPORT

TO: Honorable Members of the
Public Works Committee

FROM: Office of Mayor Barbara
Lee and Office of Public
Works

SUBJECT: Caltrans Delegated Maintenance
Agreement Amendment for Litter
Removal

DATE: January 8, 2026

RECOMMENDATION

Office of Public Works Staff Recommends That The City Council Adopt A Resolution Authorizing The City Administrator To Negotiate And Execute A Delegated Maintenance Agreement Between The City Of Oakland And California Department Of Transportation (Caltrans) To Include Maintenance Activities Such As Weed Abatement, Litter, And Debris Removal On Specified Caltrans Highway On-Ramps And Off-Ramps; (2) Accepting And Appropriating Up To Three Hundred And Seventy-Five Thousand Dollars (\$375,000.00) From Caltrans In Connection With The Agreement; And (3) Making California Environmental Quality Act (CEQA) Findings

EXECUTIVE SUMMARY

The California Department of Transportation (Caltrans) is seeking to enter into a Delegated Maintenance Agreement (Agreement) with the City of Oakland (City) under which Oakland Public Works Department crews will perform beautification activities on Caltrans freeway and highway areas (on-ramps and off-ramps) situated within the city of Oakland's jurisdictional limits as authorized under Streets and Highways Code Section 130.

Staff recommends that the City Council approve the proposed resolution allowing the City Administrator to negotiate and execute a Delegated Maintenance agreement and accept and appropriate up to three-hundred and seventy-five thousand dollars (\$375,000.00) in connection with the agreement.

BACKGROUND / LEGISLATIVE HISTORY

Caltrans is responsible for the maintenance of state highways and freeways. Under State Streets and Highways Code, Section 130, they may delegate the maintenance of areas under

their jurisdiction to a local jurisdiction through an agreement known as a Delegated Maintenance Agreement. In August, Caltrans contacted the City of Oakland seeking to enter into such an agreement for the maintenance of designated freeway ramps. After several months of negotiations on the details of the agreement and the locations to be serviced, the City agreed to perform such services with its Public Works crews in its Keep Oakland Clean and Beautiful Division. In return, Caltrans agreed to reimburse the city up to \$200,000 for work performed and an additional \$175,000 if both parties agree to extend the Agreement.

ANALYSIS AND POLICY ALTERNATIVES

The beautification work will advance the City's priority for vibrant, sustainable infrastructure by keeping Caltrans infrastructure free from litter and debris and providing a better quality of life experience for Oaklanders utilizing that infrastructure.

The Delegated Maintenance Agreement (DMA) (Attachment A) describes the responsibilities of the City to maintain the Caltrans owned infrastructure including services to be performed including litter and debris removal and weed abatement, as well as detailing the locations that will be maintained. The City will perform the work with its own crews on overtime assignments on a recurring basis. The work to be performed under this Agreement will be of mutual benefit to Caltrans and the City of Oakland.

FISCAL IMPACT

Under this Agreement, the city will be reimbursed for activities performed under the agreed upon scope of work up to \$200,000.00. Upon agreement of both parties, the Agreement may be amended for an additional \$175,000 to continue performance of services.

Funds will be appropriated into Fund 2140, Project number TBD.

PUBLIC OUTREACH / INTEREST

No public outreach was performed in advance of this agreement. Once finalized, the Agreement will be made public through press notification.

COORDINATION

This report has been coordinated between the Office of the Mayor and the Public Works Department. The Office of the City Attorney and the Budget Bureau have reviewed this report and resolution.

SUSTAINABLE OPPORTUNITIES

Economic: This beautification effort will improve the visual appearance of transit points throughout the city improving the look of business access to business and retail areas.

Environmental: This beautification effort will remove litter and debris throughout the city preventing further contamination and travel of the debris into environmentally sensitive areas such as parks and waterways.

Race & Equity: Communities most impacted by the impacts of litter and debris are anticipated to see lower quantities of debris.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Approval of this resolution authorizing the City Administrator to negotiate and execute a Delegated Maintenance Agreement with Caltrans is exempt from CEQA, both collectively and independently, pursuant to the following CEQA Guidelines sections: (a) 15301 ("existing facilities"); (b) 15304 ("minor alterations to land"); and (c) 15061(b)(3) ("the common sense exemption").

ACTION REQUESTED OF THE CITY COUNCIL

Office of Public Works Staff Recommends that the City Council Adopt a Resolution Authorizing The City Administrator To Negotiate And Execute A Delegated Maintenance Agreement Between The City Of Oakland And California Department Of Transportation (Caltrans) To Include Maintenance Activities Such As Weed Abatement, Litter, And Debris Removal On Specified Caltrans Highway On-Ramps And Off-Ramps; (2) Accepting And Appropriating Up To Three Hundred And Seventy-Five Thousand Dollars (\$375,000.00) From Caltrans In Connection With The Agreement; And (3) Making California Environmental Quality Act (CEQA) Findings

For questions regarding this report, please contact Miya Saika Chen, Chief of Staff, Office of Mayor Barbara Lee.

Respectfully submitted,



Miya Saika Chen
Chief of Staff
Office of Mayor Barbara Lee

Attachments (1):

Attachment A: Delegated Maintenance Agreement

DELEGATED MAINTENANCE AGREEMENT WITH THE CITY OF OAKLAND

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 of Oakland ("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 does not supersede the prior Delegated Maintenance Agreement(s). The prior Delegated Maintenance Agreement(s) will remain in full force and effect. This AGREEMENT does not supersede other Freeway Maintenance Agreements executed by the PARTIES.

OPERATIVE PROVISIONS

1. **Maintenance Services.** LOCAL AGENCY shall perform maintenance operations at the locations set forth in Exhibit A to keep the facilities in a safe and operational condition. Maintenance Operations include weed abatement, litter and debris removal.
2. **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 111 Grand Ave, Oakland CA.
3. **Prior Delegated Maintenance Agreements.** This AGREEMENT does not supersede the PARTIES' prior Delegated Maintenance Agreement(s). The prior Delegated Maintenance Agreement(s) will remain in full force and effect. This AGREEMENT does not supersede other Freeway Maintenance Agreements executed by the PARTIES.

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4. **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.
5. **Maintenance Areas and Services.** LOCAL AGENCY shall perform those maintenance services set forth in AGREEMENT in the STATE right of way only in the locations described in Exhibit A.
6. **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 04 Deputy Director of Maintenance before such amendments may become effective and enforceable under this AGREEMENT.
7. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District 04 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 & Caltrans Maintenance Manager; identified in this AGREEMENT with a litter, debris and graffiti removal schedule for each week. Maintenance services shall be provided on a as needed basis. Maintenance services may be performed between the hours of 9:00 a.m. and 4:00 p.m. or as otherwise authorized by the State Representative. LOCAL AGENCY may perform maintenance on weekends.
8. **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 ("Funding"). After the costs of LOCAL AGENCY's maintenance services performed under this AGREEMENT reach the funding amount of \$200,000, either STATE shall provide LOCAL AGENCY with an additional \$175,000 of funds to enable

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LOCAL AGENCY to continue to perform maintenance services according to this Agreement or STATE shall resume performance of maintenance services in areas designated in Exhibit A. The additional \$175,000 of funds shall be allocated to LOCAL AGENCY consequent to the Caltrans District Deputy Director of Maintenance's approval of the additional funds upon the condition that CITY's performance meets or exceeds Caltrans performance metrics, in accord with the expected Level of Service and efficiency, that is consistent with the Caltrans Maintenance Manual (Vol 1 and 2) and Streets and the Highway code. All funding is contingent upon the condition precedent set in Article 19, of AGREEMENT.

9. 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.

10. 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.

11. 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.

12. Billing, Payment and Reporting.

12.1 Billing Date. LOCAL AGENCY shall submit billing invoices to STATE's DMAC each month, beginning after the first month, 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 month. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.

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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 participants hourly rates;
- (e) Receipts for trash disposal;
- (f) Hourly equipment use;
- (g) Receipts for materials and supplies
- (h) Before and after pictures.

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

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. **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.

15. **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

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

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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.

16. **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.
17. **Legal Relations and Responsibilities.**
 - 17.1 **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.
 - 17.2 **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

Attachment A

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.

17.3 **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.

18. **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.

19. **Insurance.**

Self-Insured.² 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.

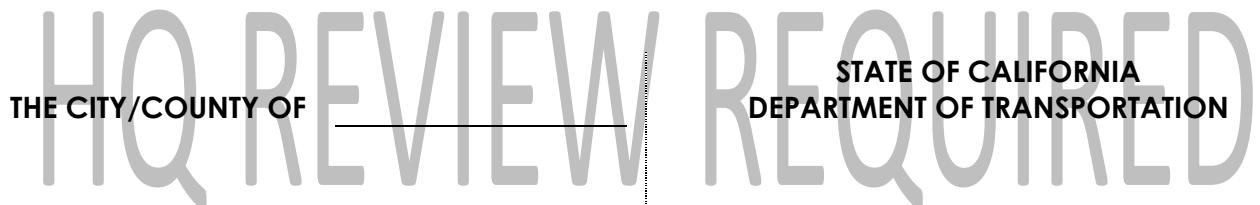
Self-Insured³ using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property 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.

20. **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.
21. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. Either PARTY may terminate this AGREEMENT upon 30 days' prior written notice to the other PARTY.
22. **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.
23. **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.
24. **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 of destruction to, the features shown on Exhibit A, either PARTY may

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perform necessary maintenance or remedial measures to maintain the structural integrity and/or prevent destruction of the features without notice or delay.

25. **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.
26. **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.
27. **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.



Dated: _____

Mayor/Chairman

Dated: _____

Leah Budu
Deputy District Director
Maintenance District
04

APPROVED:

Dated: _____

City/County
Administrator

Dated: _____

City/County Clerk

HQ REVIEW REQUIRED

EXHIBIT A
DELEGATION OF MAINTENANCE

See Exhibit A for: Mapping and Accepted Locations

Acceptable participants and rates:

CLASS	REG HRLY	O/T HRLY
Public Works Maintenance Worker	\$36.98	55.47
Street Maintenance Leader	\$46.53	69.80
Heavy Equipment Operator	\$48.60	72.90
		-
Painter	\$56.83	85.25
		-
Supervisor I	\$56.83	85.25
		-
Supervisor II	\$65.79	98.69

Acceptable equipment for use:

The equipment to be used at FEMA rates; includes:

- 10 Yard Mini Packer
- 25 Yard Packer
- 19 BIG TEX 70 TV-14 UTILITY TRAILER
- Toro - Dingo TX1000 Track Loader
- FLATBED DUMP W/LIFTGATE
- PICKUP DUMP U/BODY W/LIFT
- Lighting Loader

TOTAL ANNUAL MAXIMUM AUTHORIZED EXPENDITURE: \$200,000

(AN INCREASE OF \$175,000 MAY BE ADDED TO RAISE THE MAXIMUM AUTHORIZED EXPENDITURE TO \$375,000 IF BOTH PARTIES AGREE TO AN AMENDMENT; SEE, "ARTICLE 8; AUTHORIZED REIMBURSEMENT" FOR FURTHER INFORMATION

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: Victor Pereyra

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: _____

Email Address: _____

Phone: _____

STATE

Attn: Name of DMAC: Victor Pereyra

Email Address: victor.pereyra@dot.ca.gov

Telephone number: (510) 847-9270

Caltrans Maintenance Managers:

Jose Velasquez

Email Address: jose.velasquez@dot.ca.gov

Telephone Number: (510) 385-5253

Caltrans Maintenance Manager:

Neil Hayes

Email Address: neil.hayes@dot.ca.gov

Telephone Number: (510) 614-2665