

AMENDMENT NO. 2 TO
AGREEMENT FOR
MAINTENANCE OF STATE
HIGHWAYS IN THE CITY OF
OAKLAND

This AMENDMENT NO. 2 to the “Agreement For Maintenance of State Highways in the City of Oakland” identified below as (AMENDMENT2), entered into and effective on the day last signed, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as (“STATE”), and the City of Oakland, hereinafter referred to as (“CITY”). CITY and STATE together are hereafter referred to as (“PARTIES”).

RECITALS:

1. PARTIES, entered into an agreement on August 23, 1991, entitled “AGREEMENT FOR MAINTAINANCE OF STATE HIGHWAYS IN THE CITY OF OAKLAND” (AGREEMENT) and AGREEMENT was amended one time before. AGREEMENT defined the terms and conditions applicable to CITY’s maintenance of specific areas in CITY; within STATE right of way along multiple STATE routes,
2. The purpose of this AMENDMENT is to assign and expand the maintenance responsibilities along State Route 260, Postmile R1.89, area: to include but not limited to the removal of persons experiencing homelessness (PEH) and the maintenance of the pedestrian/bike path at the Webster Tube.
3. STATE and CITY desire to amend AGREEMENT as provided herein.

IT IS THEREFORE MUTUALLY AGREED:

4. New Articles, “1” and “ 2 ” are hereby added to Section H. DELEGATION OF MAINTENANCE and made a part of AGREEMENT to read as follows:

1. Unsheltered Encampment Removal

1. 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 B, subject to State’s Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.

- II. 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 B.
- III. CITY shall provide STATE's District 04 Regional Maintenance Manager with at least twenty four (24) hours prior telephone or email notice before performing any encampment removal under this AGREEMENT. Encampment removal shall be performed between the hours of 9:00 a.m. and 3:00 p.m. on weekdays or as otherwise authorized by the STATE Representative, if necessary.
- IV. Cost Reimbursement. STATE shall reimburse CITY for CITY actual and necessary costs incurred to perform the encampment removal under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures of \$30,000 under this AGREEMENT. CITY may perform additional encampment removal work, but STATE will not reimburse CITY for any work in excess of the authorized dollar limits established herein.
- V. CITY shall submit billing invoices to STATE's District Maintenance Agreement Coordinator (DMAC) each quarter beginning after the first quarter, CITY has performed encampment removal under this agreement. CITY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.
- VI. Billing Submission Format. Each billing invoice shall include all of the following: STATE'S AGREEMENT title; dates of service, location, number of hours and hourly rates, receipts for trash disposal and receipts for equipment, material, supplies and before and after pictures.
- VII. Equipment and supplies. CITY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the encampment removals under this AGREEMENT.

VIII. Weed Abatement. CITY shall engage in weed abatement operations. CITY shall control weeds at a level acceptable to STATE upon completion of encampment removal.

IX. Legal Disposal of Litter Collected. CITY 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.

2. PEDESTRIAN/BIKE PATH AT WEBSTER TUBE constructed as permitted encroachments within STATE's right of way, CITY is responsible for all permitted improvements, including but not limited to the fencing, gate, barriers, wall surfaces kept free of graffiti, hardscaping, and pedestrian railings. CITY will maintain, a safe facility for pedestrian and bicycle travel along the entire length of the path /cycle track by providing sweeping and debris removal when necessary for the direction and operation of that non-motorized facility.

5. New "EXHIBIT B", labeled: "AMENEDMENT No.2 EXHIBIT B", Sheet 1 of 1" is hereby added to and made part of the AGREEMENT.

6. New Article "L" is hereby added to and made a part of AGREEMENT to read as follows:

"L. Work-related injuries. If a CITY-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 Regional Maintenance Manager within twenty-four (24) hours when any such incident has occurred."

7. New Article "M" is hereby added to and made a part of AGREEMENT to read as follows:

M. Insurance. Self-Insured. 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, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications, by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit C, and identify the AGREEMENT number, and location as depicted in Exhibit B. 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 _____.

Self-Insured 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, 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."

8. STATE costs and expenses assumed under the terms of this AGREEMENT are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE.
9. 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.
10. This AGREEMENT shall be effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.
11. AMENDMENT is hereby deemed to be included and made a part of AGREEMENT.

12. 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.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

CITY OF OAKLAND

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
City Administrator

By: _____
LEAH BUDU,
Deputy District Director
Maintenance, District 04
Date

ATTEST:

By: _____
_____, City Attorney

DRAFT

ROUTE NO.	LENGTH MILES	DESCRIPTION OF ROUTING	PROGRAM DELEGATED	MAXIMUM ANNUAL AUTHORIZED EXPENDITURE
80	3.29	San Francisco–Oakland Bay Bridge from west city limits to the bridge approach, along bridge approach to Eastshore Freeway, along Eastshore Freeway to north city limits, junction with Route 880; a length of 3.29 miles. (Footnote 5)	None	\$ 0.00
123	0.95	San Pablo Avenue from City limits near 53rd Street to north city limits at Haskell Street, a length of 0.95 mile. (Footnotes 2, 4, 5, 6, 9)	HM1A HM2C HM2D HM2E HM4K	\$ 2,000.00 0.00 1,300.00 0.00 6,700.00
Total Authorized Route 123				\$ 10,000.00
185	3.93	East 14th Street from southeast city limits at Durant Avenue to 44th Avenue, along 44th Avenue from East 14th Street to East 12th Street, along East 12th Street from 44th Avenue to High Street; a length of 3.93 miles. (Footnotes 3, 4, 5, 6, 7, 9)	HM1A HM2C HM2D HM2E HM4K	\$ 40,000.00 0.00 14,300.00 0.00 21,500.00
Total Authorized Route 185				\$ 75,800.00
260	0.84	<u>Northeastbound</u> Posey Tube and Posey Tube approach from west city limits to junction with Route 880, a length of 0.42 mile for this portion; also, <u>Southwestbound</u> Webster Street Tube and Webster Street Tube approach from west city limits to junction with Route 880, a length of 0.42 mile for this portion; a total length of 0.84 mile.	HM2D42050 (Unsheltered Encampment) HM2D Ped/Bike Path (See Exhibit B)	\$ 30,000.00

ROUTE NO.	LENGTH MILES	DESCRIPTION OF ROUTING	PROGRAM DELEGATED	Amendment No.2
				DATE
				MAXIMUM ANNUAL AUTHORIZED EXPENDITURE
580	12.31	MacArthur Freeway from city limits at San Leandro Creek to Marlow Drive, a length of 0.27 mile for this portion; also, freeway from city limits at Foothill Boulevard to junction with Route 80 on the San Francisco–Oakland Bay Bridge approach, a length of 12.04 miles for this portion; a total length of 12.31 miles.	HM4K	\$ 7,000.00
Total Authorized Route 580				\$ 7,000.00
880	10.30	Nimitz Freeway from south city limits at San Leandro Creek to Distribution Structure near Wood Street, and Eastshore Freeway from Distribution Structure near Wood Street to north city limits at Emeryville boundary junction with Route 80, a length of 10.30 miles.	HM4K	\$ 9,000.00
Total Authorized Route 880				\$ 9,000.00
980	1.49	John B. Williams Freeway from Route 880 to 17th Street; Grove–Shafter Freeway from 17th Street to junction with Routes 580 and 24, a length of 1.49 miles.	HM4K	\$ 16,000.00
Total Authorized Route 980				\$ 16,000.00
TOTAL AUTHORIZED EXPENDITURE				\$ 167,900.00