

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

THIS Cooperative AGREEMENT **CT#** (“**Agreement**”), entered into on **(ENTER START DATE)** between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **AGENCY NAME**, hereinafter referred to as **LOCAL AGENCY**.

Recitals

1. **CALTRANS** and **LOCAL AGENCY** (together referred to as “parties”) are authorized to enter into this Agreement affecting the maintenance of the state highway system pursuant to Streets and Highways Code Section 114(a).
2. **LOCAL AGENCY** has agreed to implement “**NAME OF PROJECT**,” hereinafter the Project, subject to the terms and conditions of this Agreement. The **Project Description/Scope of Work** and **Rate Proposal** are attached hereto as **Attachment II** and **Attachment III**, respectively.
3. **LOCAL AGENCY** shall provide Project services at various locations within **CALTRANS** right-of-way as assigned by **CALTRANS**. These services shall not replace but enhance the services identified in **Attachment IV, Existing Litter Contracts**, by and between **CALTRANS** and various other public agencies and private contractors, and locations assigned by a **CALTRANS** representative.
4. This Agreement will commence on **(ENTER START DATE)**, or upon approval by **CALTRANS**, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by **CALTRANS**. **LOCAL AGENCY** shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the **CALTRANS** Contract Manager. This Agreement shall expire on **(ENTER END DATE)**. The parties may amend this Agreement as permitted by law.
5. The governing body of **LOCAL AGENCY**, under the authority of local ordinances, if applicable, is authorized to provide services or funding as described and specified herein pursuant to the **LOCAL AGENCY RESOLUTION** attached hereto as **Attachment I**. **LOCAL AGENCY** agrees to attach a copy of the resolution, order, motion, ordinance, or other similar document from the governing body of **LOCAL AGENCY** authorizing execution of this Agreement.
6. All services performed by **LOCAL AGENCY** pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and local agency laws, ordinances, regulations, and **CALTRANS** encroachment permits, published manuals, policies, and procedures.
7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount, not to exceed
SHA	STATE	\$AMOUNT

8. This Agreement is exempt from legal review and approval by the Department of General Services (DGS), pursuant to Public Contract Code Section 10295(c)(2).
9. The term Agreement, as used herein, includes this document and any attachments, exhibits, and amendments.
10. Parties intend this Agreement to be their final expression that supersedes any oral understanding or writings pertaining to the Project.
11. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.

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12. Except as otherwise provided in the Agreement, parties will execute a written amendment if there are any changes to the terms of this Agreement.
13. All Sections of this Agreement, including the Recitals, are enforceable.

Section I

LOCAL AGENCY Agrees:

To take responsibility toward satisfactorily completing all Project work described in **Attachment II, Scope of Work**.

Section II

CALTRANS Agrees:

To reimburse **LOCAL AGENCY** subject to the terms of this Agreement, most specifically **Attachment III, Rate Proposal**.

Section III

It Is Mutually Agreed:

In consideration of the foregoing and the mutual promises of the parties hereto, **LOCAL AGENCY** and **CALTRANS** agree as follows:

1. Notification of Parties

- A. **LOCAL AGENCY's** Project Manager is **NAME; PHONE #**.
- B. **CALTRANS' Contract Manager** is **NAME; PHONE #**. "Contract Manager" as used herein includes his/her designee.
- C. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

AGENCY NAME

Attention: **PROJECT MANAGER NAME**

DIVISION/PROGRAM NAME

FULL ADDRESS

Email:

California Department of Transportation

District #/**DIVISION NAME, MS #**

Attention: **CALTRANS CONTRACT MANAGER NAME, Contract Manager**

FULL ADDRESS

Email:

2. Changes in Terms/Amendment

This Agreement may only be amended or modified by mutual written agreement of the parties.

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3. Termination

This Agreement may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to **LOCAL AGENCY** will include all authorized non-cancelable obligations and prior costs incurred.

4. Cost Limitation

- A. The total amount payable to **LOCAL AGENCY** pursuant to this Agreement by **CALTRANS** shall not exceed **\$AMOUNT**.
- B. It is understood and agreed that this Agreement fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered as authorized by the **CALTRANS** Contract Manager or its designee at or below the fund limitation amount set forth in the provision above.

5. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to **CALTRANS** by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a Federally-mandated program or that is directly dependent upon the receipt of Federal funds by a State agency.
- E. **CALTRANS** has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

6. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927 and all agreements must comply with Public Contract Code Sections 10262 and 10262.5.
- B. Pursuant to Public Contract Code Section 10262, **LOCAL AGENCY** shall pay its subcontractor(s) within seven (7) calendar days from receipt of each payment made to **LOCAL AGENCY** by **CALTRANS**.
- C. Failure of **LOCAL AGENCY** adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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7. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the **CALTRANS** Contract Manager, and upon receipt and approval of the invoices, **CALTRANS** agrees to compensate **LOCAL AGENCY** in accordance with the **Scope of Work (Attachment II)** and **Rate Proposal (Attachment III)**. Incomplete or disputed invoices shall be returned to **LOCAL AGENCY**, unpaid, for correction.
- B. Invoices shall be itemized in accordance with **Rate Proposal (Attachment III)** and **Monthly Invoice (Attachment VII)** and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the services.
- C. All work requested shall be limited to the type of work specified in **Attachment II, Scope of Work**. Payment for these services shall be in accordance with **Attachment III, V, VI, and VII**.
- D. Each invoice shall include:
 - 1) Agreement Number.
 - 2) Date(s) of Service.
 - 3) Location of Service.
 - 4) Service Month.
 - 5) Number of Work Crews and Crew Members.
- E. Each invoice shall be submitted in triplicate to:
California Department of Transportation
District #/DIVISION NAME, MS #
Attention: **CALTRANS CONTRACT MANAGER NAME, Contract Manager**
FULL ADDRESS
Email:

8. Allowable Costs

- A. The method of payment for this Agreement will be based on actual allowable costs. **CALTRANS** will reimburse **LOCAL AGENCY** for expended actual allowable direct and indirect costs, including, but not limited to, labor costs, in performance of the Project work, not to exceed the cost reimbursement limitation set forth in "**Cost Limitation**" provision, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** and **Attachment III** without prior written agreement between **CALTRANS** and **LOCAL AGENCY**.
- B. Reimbursement of **LOCAL AGENCY** expenditures will be authorized only for those allowable costs actually paid to **LOCAL AGENCY** in the performance of the Project work. **LOCAL AGENCY** must not only have incurred the expenditures on or after the Effective Date of this Agreement and before the Termination Date but must have also paid for those costs to claim any reimbursement.
- C. Payments to **LOCAL AGENCY** for Project-related travel and subsistence (per diem) expenses of **LOCAL AGENCY** forces and its contractors and subcontractors claimed for reimbursement, or as local match credit, shall not exceed rates authorized to be paid to rank and file State employees under current California Department of Human Resources (CalHR) rules. If the rates invoiced by **LOCAL AGENCY** are in excess of CalHR rates, **LOCAL AGENCY** is responsible

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for the cost difference, and any overpayments inadvertently paid by **CALTRANS** shall be reimbursed to **CALTRANS** by **LOCAL AGENCY** on demand.

- D. **CALTRANS** will reimburse **LOCAL AGENCY** for all allowable Project costs no more frequently than monthly in arrears, as promptly as **CALTRANS** fiscal procedures permit, upon receipt of itemized signed invoices. Invoices shall reference this Agreement Number and shall be signed and submitted to **CALTRANS** Contract Manager at the following address:

California Department of Transportation

District #/DIVISION NAME, MS #

Attention: **CALTRANS CONTRACT MANAGER NAME, Contract Manager**

FULL ADDRESS

Email:

- E. Invoices shall include the information identified in Section 7.D., above.

9. Reports

- A. **LOCAL AGENCY** shall submit written progress reports and expenditure reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **LOCAL AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- B. Any document or written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.
- C. **LOCAL AGENCY** shall provide five (5) copies and one (1) electronic version of the final written report to the **CALTRANS** Contract Manager.

10. Audit

- A. reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The auditing party will be permitted to make copies of any Project-related records needed for the audit. The audited party will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt. Upon completion of the final audit, parties have 45 calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.
- B. If the Project expends Federal funds, each party will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR Part 200.

11. Cost Principles

- A. **LOCAL AGENCY** shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. **LOCAL AGENCY** agrees, and will require that their contractors, subcontractors, and other subcontractors will be obligated to agree, that 48 CFR Part 31, 23 CFR Parts 40, 172, 645, and 646, and 2 CFR Part 200 shall be used to determine the allowability of individual Project cost items and shall comply with Federal administrative procedures set forth in 2 CFR Part 200.
- C. Any Project costs for which **LOCAL AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 48 CFR Part 31, 23 CFR, or 2 CFR,

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Part 200, are subject to repayment by **LOCAL AGENCY** to **CALTRANS**. Should **LOCAL AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **LOCAL AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller, or any other funding source.

- D. **LOCAL AGENCY** agrees to include Project in the schedule of projects to be examined in **LOCAL AGENCY**'s annual audit and in the schedule of projects to be examined under its single audit prepared in compliance with 2 CFR Part 200.
- E. Prior to **LOCAL AGENCY** seeking reimbursement of indirect costs, **LOCAL AGENCY** must: prepare an indirect cost rate proposal and a central service costs allocation plan (if any); or request the use of the de minimis rate, or request an extension of a negotiated indirect rate, in compliance with 2 CFR Part 200, Cost Principles for State, Local, and Indian Tribal Governments, and Chapter 5 Local Assistance Program Procedures Manual which may be accessed at: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>. Proposals and requests must be submitted to, and in accordance with, **CALTRANS** Independent Office of Audits and Investigations requirements which may be accessed at: <https://ig.dot.ca.gov/resources>.
- F. Prior to Contractor(s) seeking reimbursement of indirect costs, **LOCAL AGENCY** must ensure: Contractor(s) prepared an indirect cost rate(s) approved or accepted by a cognizant agency or **CALTRANS** or request the use of the safe harbor rate in compliance with the 23 CFR, Part 172, Procurement, Management, and Administration of Engineering and Design Related Services. Chapter 10 of the Local Assistance Procedures Manual may be accessed at: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>. Proposals and requests must be submitted to, and in accordance with **CALTRANS** Independent Office of Audits and Investigations requirements, which may be accessed at: <https://ig.dot.ca.gov/resources>.
- G. **LOCAL AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety, except for **Section D, above**.

12. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

13. Iran Contracting Act

LOCAL AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless **LOCAL AGENCY** is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, **LOCAL AGENCY** shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the contract.

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14. Legal Relations and Responsibilities

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 affect the legal liability of either party to this Agreement by imposing any standard of care respecting the Project different from the standard of care imposed by law.

15. Indemnification

- A. Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the operation, maintenance, and repair of State highways different from the standard of care imposed by law.
- B. Neither **CALTRANS** 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 **LOCAL AGENCY** under or in connection with any work, authority, or conduct conferred upon **LOCAL AGENCY** under this Agreement. It is understood and agreed that **LOCAL AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from all claims, suits, or actions of every name, kind, and description arising out of this Agreement, including, but not limited to, any tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** and/or its subcontractors, under or in connection with any work, authority, or conduct delegated to **LOCAL AGENCY** under this Agreement.
- C. **LOCAL AGENCY** shall ensure in its contracts with its subcontractors that the latter shall defend, indemnify, and save harmless **CALTRANS** and all of its respective officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by subcontractors of **LOCAL AGENCY**, its employees, and/or agents towards the Project.

16. Insurance

LOCAL AGENCY shall require all its subcontractors to furnish a Certificate of Insurance for Commercial General Liability Insurance, automobile liability insurance, and evidence of valid Workers' Compensation coverage, in effect for the term of this Agreement, which names **CALTRANS** as an additional insured in an amount of \$1 million per person and \$2 million in aggregate.

17. Nondiscrimination Clause (2 Cal. Code Regs. 11105 Clause b)

- A. During the performance of this Agreement, **LOCAL AGENCY** and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **LOCAL AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. **LOCAL AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs.,

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Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

- C. **LOCAL AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing (DFEH) and **CALTRANS**, upon reasonable notice, at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as DFEH or **CALTRANS** shall require to ascertain compliance with this clause.
- D. **LOCAL AGENCY** and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. **LOCAL AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

18. Funding Requirements

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to **CALTRANS** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this Agreement shall be amended to reflect any reduction in funds.
- D. **CALTRANS** has the option to void this Agreement under the 30-day termination clause or to amend this Agreement to reflect any reduction of funds. In the event of an unscheduled termination, the **CALTRANS** Contract Manager shall reimburse **LOCAL AGENCY** in accordance with the provisions of Article 3 of this Section III.

19. Records Retention

- A. **LOCAL AGENCY**, its contractors, and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of **LOCAL AGENCY**, and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **LOCAL AGENCY**, and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment to **LOCAL AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by **LOCAL AGENCY**, and its subcontractors upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, **CALTRANS** will rely to the maximum extent possible on any prior audit of **LOCAL AGENCY** pursuant to the provisions of Federal and State law. In the absence of such an audit, any acceptable audit work performed by external and internal

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auditors of **LOCAL AGENCY** may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

- B. For the purpose of determining compliance with Title 21, California Code of Regulations, Sections 2500 et seq., when applicable, and other matters connected with the performance of **LOCAL AGENCY**'s contracts with third parties pursuant to Government Code Section 8546.7, **LOCAL AGENCY**, **LOCAL AGENCY**'s subcontractors, and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to **LOCAL AGENCY** under this Agreement. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **LOCAL AGENCY** shall furnish copies thereof if requested.
- C. **LOCAL AGENCY**, its contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this Agreement.

20. Administrative Remedy for Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **LOCAL AGENCY**. If the **LOCAL AGENCY** feels that the dispute has not be resolved to their satisfaction, it is authorized to proceed with the claims process under Government Code section 900 et.seq.
- B. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **LOCAL AGENCY** from full and timely performance in accordance with the terms of the Agreement.

21. Subcontractors

By signing this Agreement, **LOCAL AGENCY** certifies that it shall comply with the State Contracting Manual (SCM), including, but not limited to, Sections 3.06(E) and 5.06 and that the subcontractor will be selected pursuant to a competitive bidding process that seeks at least three (3) bids/proposals from responsible bidders/proposers.

22. Third-Party Contracts

- A. **LOCAL AGENCY** shall not award a construction contract more than \$10,000, or other contracts more than \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Gov. Code Sections 4525(d), (e), and (f)), on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of **CALTRANS**.
- B. Any subcontract entered into by **LOCAL AGENCY** as a result of this Agreement shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by subcontractors.

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23. Drug-Free Workplace Certification

By signing this Agreement, **LOCAL AGENCY** hereby certifies under penalty of perjury under the laws of California that **LOCAL AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- A. Publish a Drug-Free policy Statement ("Statement") notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace,
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace,
 - 3) Any available counseling, rehabilitation, and employee assistance programs, and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the **LOCAL AGENCY**'s Statement, and
 - 2) Will agree to abide by the terms of the **LOCAL AGENCY**'s Statement as a condition of employment on the contract or grant.
- D. Failure to comply with these requirements may result in suspension of payments under this Agreement, or termination of this Agreement, or both, and **LOCAL AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **LOCAL AGENCY** has made a false certification or, (2) **LOCAL AGENCY** violates the certification by failing to carry out the requirements as noted above.

24. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

25. No Common Law Employee Relationship

- A. **CALTRANS** does not possess authority and responsibility to employ, retain, enroll, and/or contract with, or discharge, all personnel. However, **CALTRANS** may request **LOCAL AGENCY** not to bring within **CALTRANS**' right-of-way certain personnel to perform services, which shall be considered by **LOCAL AGENCY** in good faith.
- B. **CALTRANS** does not require personnel working under this Agreement to be exclusively engaged in work under this Agreement or **CALTRANS** projects.
- C. **LOCAL AGENCY** shall provide all its own tools, equipment, and supplies for all work performed by **LOCAL AGENCY** other than what **CALTRANS** agreed to provide under **Scope of Work (Attachment II)**.

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- D. **LOCAL AGENCY** shall provide its own training to all **LOCAL AGENCY** personnel, and **LOCAL AGENCY** shall not rely upon **CALTRANS** to provide any such training.
- E. **LOCAL AGENCY** shall be solely responsible for **LOCAL AGENCY** personnel pay and benefits, and the custody, care, and supervision of all **LOCAL AGENCY** personnel performing work in connection with this Agreement. No personnel performing any work in connection with this Agreement shall be considered employees of **CALTRANS** of any type, including, but not limited to, common law employees, at any time during the term of this Agreement.
- F. Permission for **LOCAL AGENCY** personnel to perform work on lands owned and/or controlled by **CALTRANS** does not in any way convey to **LOCAL AGENCY**, or any personnel, employee status of any type, including, but not limited to, common law employee status, that would extend to any of such persons any of the benefits afforded to employees of **CALTRANS**.
- G. **LOCAL AGENCY** shall provide all **LOCAL AGENCY** personnel who perform any work on this Agreement with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code, during the entire term of this Agreement.
- H. **LOCAL AGENCY** shall advise all personnel performing any work in connection with this Agreement of all provisions of this section "**No Common Law Employee Relationship**," and **LOCAL AGENCY** shall advise all such personnel to report to **LOCAL AGENCY** any apparent or actual breaches of said provisions. **LOCAL AGENCY** shall immediately relay any such reports to the **CALTRANS** Contract Manager or designee.
- I. In the event that any personnel is injured on the job while performing any work pursuant to this Agreement, **LOCAL AGENCY** shall be solely responsible for ensuring, and shall ensure, that such injured person receives the appropriate level of medical care and transportation to a medical facility. **LOCAL AGENCY** shall also be solely responsible for the administration of any claims made by such injured person due to any such injury as well as all treatment of and for any such injury. **LOCAL AGENCY** shall notify the **CALTRANS** Contract Manager within twenty-four (24) hours, or by the following work day, of any such injury sustained while working under this Agreement and the name of the injured person, the nature of the injury, and where, when, and how the injury occurred.
- J. **CALTRANS** personnel will not be required to be at any worksite where **LOCAL AGENCY** personnel are performing work pursuant to this Agreement, but **CALTRANS** personnel will be in the general geographic area of each such worksite to respond to any emergencies. **CALTRANS** will give daily pre-job technical instructions and safety information specific to each work location. **LOCAL AGENCY** agrees to ensure that all **LOCAL AGENCY** personnel are trained to follow, and do follow, all applicable safety guidelines of the Caltrans Safety Manual and all applicable regulations and/or standards issued by Cal/OSHA, including, but not limited to, Title 8, California Code of Regulations, Section 3203. **LOCAL AGENCY** shall train **LOCAL AGENCY** personnel on risks encountered in the workplace, including, but not limited to, how to avoid accidental hypodermic needle sticks.

26. Equipment Purchase (By **LOCAL AGENCY**)

- A. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **LOCAL AGENCY** enters into any non-budgeted purchase order or sub-agreement exceeding \$500 for supplies, equipment, or consultant services. **LOCAL AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs.

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- B. For the purchase of any item, service, or consulting work not covered in the attached **Scope of Work (Attachment II)** and exceeding \$500, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the **CALTRANS** Contract Manager.
- C. Any equipment purchased as a result of this Agreement is subject to the following: **LOCAL AGENCY** shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on sale, in accordance with established **CALTRANS** procedures, purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried shall be those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to **CALTRANS** upon request by **CALTRANS**.
- D. At the conclusion of the Agreement, or if the Agreement is terminated, **LOCAL AGENCY** may either keep the equipment and credit **CALTRANS** in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established **CALTRANS** procedures and credit **CALTRANS** in an amount equal to the sales price. If **LOCAL AGENCY** elects to keep the equipment, fair market value shall be determined, at **LOCAL AGENCY** expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to **CALTRANS** and **LOCAL AGENCY**. If **LOCAL AGENCY** is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by **CALTRANS**.
- E. 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.
- F. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this Article.

27. Disabled Access Review

Disabled access review by DGS, Division of the State Architect, is required for the construction of all publicly funded buildings, structures, sidewalks, curbs, and related facilities. No construction contract will be awarded by **LOCAL AGENCY** unless **LOCAL AGENCY**'s plans and specifications for such facilities conform to the provisions of Government Code Sections 4450 and 4454, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101 et. seq.).

28. Fire Marshal Review

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any **CALTRANS** owned or **CALTRANS** occupied buildings per Health and Safety Code Section 13108. When applicable, **LOCAL AGENCY** must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with **CALTRANS** fire protection standards.

29. Environmental Clearance

Environmental clearance of Project by **LOCAL AGENCY** and/or **CALTRANS** is required prior to requesting funds for right-of-way purchase or construction. No department or agency shall request

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funds, nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code Section 21102. The California Environmental Quality Act (Pub. Res. Code Section 21080(b)(10)), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

30. Labor Code Compliance: Prevailing Wages

If the work performed on this Project is done under contract and falls within the Labor Code Section 1720(a)(1) definition of a “public work”, in that it is construction, alteration, demolition, installation, repair, or maintenance, **LOCAL AGENCY** must conform to the provisions of Labor Code Sections 1720 through 1815, and all applicable regulations and coverage determinations issued by the Director of Industrial Relations. **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 requirements.

31. Prevailing Wage Requirements in Subcontracts

LOCAL AGENCY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a “public work” as defined in Labor Code Section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in **LOCAL AGENCY**'s contracts.

If Project is paid for, in whole or part, with Federal funds and is of the type of work subject to Federal prevailing wage requirements, **LOCAL AGENCY** shall conform to the provisions of the Davis-Bacon and Related Acts (40 USC Sections 3141-3148).

When applicable, **LOCAL AGENCY** shall include Federal prevailing wage requirements in contracts for public works. Project work performed by employees of **LOCAL AGENCY** and **LOCAL AGENCY'S** subcontractors is exempt from any prevailing wage requirements.

32. Project Close Out

The Agreement Expiration Date refers to the last date for **LOCAL AGENCY** to incur valid Project costs or credits and is the date the Agreement expires. **LOCAL AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

33. Appendix E (Pertinent Nondiscrimination Authorities)

During the performance of this Agreement, **LOCAL AGENCY**, for itself, its assignees, and successors, and successors in interest (hereinafter referred to as “**LOCAL AGENCY**”) agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d et seq., 78 Stat. 252) prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21;
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Section 4601) prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- C. Federal-Aid Highway Act of 1973 (23 USC Sections 324 et seq.) prohibits discrimination on the basis of sex;

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- D. Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, (42 USC Sections 6101 et seq.), as amended, prohibits discrimination on the basis of age;
- F. Airport and Airway Improvement Act of 1982 (49 USC Sections 471 and 47123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex;
- G. The Civil Rights Restoration Act of 1987 (PL 100-209) broadened the scope, coverage, and applicability of Title VI of the Civil Right Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub- recipients, and contractors, whether such programs or activities are Federally funded or not;
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC Sections 12131-12189) as implemented by USDOT regulations 49 CFR Parts 37 and 38;
- I. The Federal Aviation Administration’s nondiscrimination statute (49 USC Sections 47123) prohibits discrimination on the basis of race, color, national origin, and sex;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which requires each Federal agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin, and requires each Federal agency to make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR §§ 74087-74100);
- L. Title IX of the Education Amendments of 1972 (20 USC Section 1681 et seq.), as amended, which prohibits discrimination because of sex in education programs or activities.

34. Public Records Request

If a party receives a public records request pertaining to the Project, that party will notify the other party within five (5) working days of receipt and make the other party aware of any disclosed public documents. Parties will consult with each other prior to the release of any public documents related to the Project.

35. Encroachment Permit

- A. **CALTRANS** will issue, upon proper application, the encroachment permits required for Project within State Highway System (SHS) right-of-way. **LOCAL AGENCY**, their contractors,

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consultants, agents' contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. **CALTRANS** will provide encroachment permits to **LOCAL AGENCY**, their contractors, consultants, agents, and utility owners at no cost to **LOCAL AGENCY**.

- B. **LOCAL AGENCY** will submit a one-time encroachment permit application for routine Project work as required by this Agreement. An encroachment permit rider may be required for any changes to the scope of work allowed by this Agreement or any work that is not regular maintenance, prior to the start of any work within **CALTRANS**' right-of-way.

36. State-Owned Data

- A. **LOCAL AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. **LOCAL AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- C. **LOCAL AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

37. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **LOCAL AGENCY**'s indemnification obligations contained elsewhere in this Agreement, **LOCAL AGENCY** hereby assumes all risks of the consequences of

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

exposure of **LOCAL AGENCY**'s employees, agents, subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement unless such hazards are caused by **CALTRANS**' negligence. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. **LOCAL AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **LOCAL AGENCY**'s employees, agents, subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **LOCAL AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure unless such exposure is caused by **CALTRANS**' active negligence.

38. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if **LOCAL AGENCY** generates two (2) cubic yards or more of organic waste or commercial solid waste per week related to the provision of services under this Agreement, **LOCAL AGENCY** shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. **LOCAL AGENCY** shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager.

39. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

40. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement.

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachments:

The following **Attachments** are incorporated into and are made a part of this Agreement by this reference and attachment.

- I. Local Agency Resolution or Meeting Minutes
- II. Scope of Work, Schedule, and Costs

Parties are empowered by California Streets and Highways Code 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 executed this Agreement on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

AGENCY NAME

By: _____

Title: Contract Officer

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment II – SCOPE OF WORK

AGENCY NAME, hereinafter referred to as **LOCAL AGENCY** shall provide mission-critical litter and debris removal services for the California Department of Transportation (**CALTRANS**) as part of the Clean California initiative. For purposes of this Scope of Work “**LOCAL AGENCY**” shall refer to **AGENCY NAME** or its subcontractors, as applicable. **LOCAL AGENCY** shall provide up to # transitional employment work crews, per day, at various locations within **CALTRANS** right-of-way assigned by **CALTRANS**. These services shall not replace but enhance the services identified in **Attachment IV, Existing Litter Contracts**, by and between **CALTRANS** and various other public agencies and private contractors, and locations assigned by a **CALTRANS** representative.

In addition, **CALTRANS** may have contracts with other Special Programs People, including, but not limited to, Court Referral Services and Adopt-A-Highway sponsors. **LOCAL AGENCY** understands and agrees that the **CALTRANS** Regional Superintendent or designee will not direct **LOCAL AGENCY** to perform services in areas covered by crews from other litter contracts and programs.

It is specifically understood and agreed that **LOCAL AGENCY** shall administer a transitional employment program in strict conformance with the terms and conditions of this Agreement.

Each work crew shall consist of **six (6) to eight (8)** crew members each day unless uncontrollable situations dictate smaller crew sizes for safety or labor shortage reasons. Any crew consisting of **five (5) or less** crew members will have the daily crew rate decreased by the State minimum wage of the number of missing crew member(s) and reflect the actual daily number of crew members.

Any crew consisting of **nine (9) or more** crew members will have the daily crew rate increased by the State minimum wage of the number of additional crew member(s) and reflect the actual daily number of crew members.

LOCAL AGENCY will be responsible to ensure total costs billed are not to exceed total contract costs.

The number of work crews shall vary by each **CALTRANS** facility and shall be agreed upon by **CALTRANS** and **LOCAL AGENCY**.

The services shall be provided during normal business hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, except State holidays. As per business needs, **LOCAL AGENCY** may be required to provide services outside of normal business hours, including alternative work hours or on weekends, as determined by the **CALTRANS** Contract Manager or designee to achieve performance measures listed below under **WORK SPECIFICATION**. All references to the **CALTRANS** Contract Manager in this Agreement shall include his/her designee.

WORK SPECIFICATION

1. The **CALTRANS** Contract Manager will inform the designated **LOCAL AGENCY** representative as to the specific location and work parameters of the work to be performed and shall mutually agree upon a schedule. Crews will be assigned based on need, at the discretion of the **CALTRANS** Contract Manager.
2. The work shall be performed on **CALTRANS** right-of-way within a 60-mile radius of the crew staging area with the exception of **CALTRANS District 9** which will be within a 120-mile radius.
3. **LOCAL AGENCY** shall be solely responsible for supervision and safety of the work crew(s) assigned to work on **CALTRANS** right-of-way.

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment II – SCOPE OF WORK

4. **CALTRANS** shall reimburse **LOCAL AGENCY** for costs associated with the utilization of its crews to perform the required work as referenced below in **Section 17, "Priority Work To Be Performed"**, as listed in **Attachment II, Scope of Work** of this Agreement.
5. **LOCAL AGENCY** van drivers shall possess a valid, current California driver's license of appropriate class and shall operate vans capable of the towing of portable toilets.
6. **CALTRANS** Contract Managers will notify **LOCAL AGENCY** of all incidents that involve property damage, theft, or disruptive behavior. **LOCAL AGENCY** shall immediately investigate and report back to **CALTRANS** on all incidents. **LOCAL AGENCY** shall take appropriate action, including, but not limited to, removal of disruptive crew members from the job site.
7. **LOCAL AGENCY** shall provide records to the **CALTRANS** Contract Manager or designee, on a monthly basis and within 30 days from the end of the previous month. Using the following templates, records shall include, but not be limited to, any Invoices, **Weekly Timesheet (Attachment V)**, **Monthly Crew Summary (Attachment VI)**, and **Monthly Invoice (Attachment VII)**.
8. **LOCAL AGENCY** shall establish performance measures as approved by **CALTRANS** to ensure litter is removed from the state highway system and shall establish a goal of removing an average of **900 +/- bags of litter** per month per crew with an overall goal of removing approximately **550,000 cubic yards of litter** over the term of the Agreement.
9. **LOCAL AGENCY** shall record and report the number of litter bags filled on a monthly basis as shown in **Attachment VI, Monthly Crew Summary**.
10. **LOCAL AGENCY** shall safely secure all filled trash bags and place in a pile on the side of the highway.

EQUIPMENT

1. **LOCAL AGENCY** and its subcontractors and crew members shall not operate complex equipment for any work under this Agreement, including, but not limited to, power chain saws, weed-eaters with metal blade attachments, power shears, etc.
2. **LOCAL AGENCY** shall supply each crew a fully functional van with a rotating amber light to transport crew members and portable toilet/work trailer that is in safe, operable, condition at all times.
3. The crew van shall have a first aid kit onboard for minor injuries of crew members.
4. The crew van shall have non-flammable safety flares mounted onboard to use in case of emergencies.

SAFETY

LOCAL AGENCY must have their own crew supervisor or crew leader to direct crew operations and safety procedures. Dependent on the safety aspects of the work site, **CALTRANS** personnel do not have to be at the worksite but will be in the general geographic area to respond to emergencies. **CALTRANS** will give daily pre-job technical instructions and safety information specific to the work location. **LOCAL AGENCY** agrees to follow applicable safety guidelines within the **CALTRANS** Safety Manual and any applicable regulation or standard issued by Cal/OSHA. The following also applies for the term of this Agreement:

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment II – SCOPE OF WORK

1. **LOCAL AGENCY** shall have and shall ensure that their subcontractors shall have an “Injury and Illness Prevention Program” (Program). **LOCAL AGENCY** shall submit their subcontractors’ Program to the **CALTRANS** Contract Manager. The Program must conform to Cal/OSHA’s California Code of Regulations (CCR) Title 8, Subchapter 7, General Industry Safety Orders (GISO), §3203, Injury and Illness Prevention Program, and address common safety risks encountered in the workplace. The Program must also include procedures for complying with the Cal/OSHA heat illness prevention standard.
2. **LOCAL AGENCY** reserves the right to refuse to provide services on any work site which may be deemed unsafe in good faith. If **LOCAL AGENCY** uses this right, they must submit a written report to **CALTRANS** Contract Manager or designee detailing why the work was deemed unsafe.
3. Crew leader must be available by cell phone during normal work hours for technical instructions and emergencies.
4. In the event that a crew member is injured on the job, **LOCAL AGENCY** shall be responsible for ensuring that the injured worker receives the appropriate level of medical care and transportation to a medical facility. **LOCAL AGENCY** shall be responsible for the administration and processing of any and all worker compensation claims due to any injuries incurred on the job. **LOCAL AGENCY** shall notify the **CALTRANS** Contract Manager within 24 hours, or by the following workday, of any injuries sustained while working under this Agreement.
5. At contract execution, **CALTRANS** will conduct initial safety training to **LOCAL AGENCY** crews and include relative handouts and applicable topics from the **CALTRANS** Safety Manual, Chapter 8, Protection of Workers and Code of Safe Practices relating to **Litter Removal Roadside, (Attachment VIII)**.
6. **LOCAL AGENCY** shall conduct quarterly safety meetings and provide documentation of such to the **CALTRANS** Contract Manager.
7. **LOCAL AGENCY** shall conduct daily tailgate safety meetings that include hazards specific to work locations and include any applicable seasonal safety hazards.
8. Daily tailgate safety meetings shall be documented with **CALTRANS** form PMS0110 or **LOCAL AGENCY** equivalent. Upon request, copies of daily tailgate safety meetings shall be submitted to the **CALTRANS** Maintenance Supervisor at location where crew is deployed.
9. **CALTRANS** Contract Manager will provide additional oversight, technical safety advice, additional meeting topics, or provide “special focus” daily safety briefings as needed.
10. **LOCAL AGENCY** shall train all crew members about the hazards of handling and disposing of hypodermic needles per **CALTRANS** safety protocols.
11. **CALTRANS** and **LOCAL AGENCY** shall not allow crews to cleanup active homeless encampments. **LOCAL AGENCY** shall remove litter and debris once encampment is deemed safe by the following process:
 - A. **Unsheltered Encampment Relocation.** **LOCAL AGENCY** shall not engage in any activities to relocate any persons experiencing homelessness who are situated within **CALTRANS** right-of-way. **LOCAL AGENCY** shall comply with the processes and procedures set forth in **CALTRANS’ “Interim Guidance on Encampments” (Attachment IX)** dated July 2021, and as may be amended during the term of this Agreement.

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment II – SCOPE OF WORK

- B. **Abandoned Encampments.** If **LOCAL AGENCY** encounters abandoned homeless encampments at or within **CALTRANS** right-of-way, **LOCAL AGENCY** shall comply with the processes and procedures set forth in **CALTRANS**' "**Interim Guidance on Encampments**" (**Attachment IX**), including but not limited to coordination with **CALTRANS** and the local California Highway Patrol.
- C. **Hazardous Material Clean up.** **LOCAL AGENCY** shall not engage in any hazardous material clean-up activities. If **LOCAL AGENCY** encounters any hazardous materials, including but not limited to bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed under this Agreement, **LOCAL AGENCY** shall immediately contact **CALTRANS**' District Hazardous Material Manager for appropriate action.
12. **CALTRANS**-provided Sharps Containers must be utilized for disposal of needles and sharp objects. Needles must be picked up with a litter stick and shall never be placed in plastic bags for disposal.
13. **CALTRANS** and **LOCAL AGENCY** shall ensure appropriate clothing and footwear is worn for the work being performed, according to all guidelines for Personal Protective Equipment contained in the **CALTRANS** Safety Manual. Crew members are expected to report to work reasonably dressed to protect themselves from exposure to usual and/or predictable physical and environmental conditions found in the workplace.
14. The following **CALTRANS Approved** Personal Protective Equipment (PPE) shall be provided by **LOCAL AGENCY**:
- a) Orange Color Safety Hardhat (ANSI Z89.1 1997, Class G OR latest), no CT Logo
 - b) Safety glasses (ANSI Z87.1-1989 compliant)
 - c) Puncture resistant gloves
 - d) Lime green safety vests ANSI/ISEA 107-2010 Class II or Class III - latest edition ANSI Spec.
 - e) Raingear if needed. Raingear must be ANSI/ISEA 107-2010 Class III compliant (latest edition) OR ANSI/ISEA 107-2010 Class III compliant (latest edition) warning garments must be worn over the raingear. During inclement weather **CALTRANS** will investigate other work assignments away from roadside.
15. **CALTRANS** will furnish:
- a) Bags
 - a) Litter sticks
 - b) Hand tools, shovels, hoes, rakes
 - c) Sharps containers
 - d) Tyvek coveralls if needed
 - e) Necessary safety cones, warning signs, and/or flags

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment II – SCOPE OF WORK

16. Local **CALTRANS** Maintenance Supervisor or designee will determine if worksite conditions require signs, flags, or lane closures. If all or any of the following is determined in writing as necessary, **CALTRANS** will:
- a) Either provide training to **LOCAL AGENCY** so they may perform sign and flag setup
 - b) Setup signs and flags for **LOCAL AGENCY**
 - c) Setup lane closure for **LOCAL AGENCY**
 - d) Request Maintenance Zone Enhanced Enforcement Program (MAZEED) services, if needed.
17. **CALTRANS** Maintenance Supervisor or designee shall determine in writing if worksite conditions require vehicle protection/barrier vehicle. **LOCAL AGENCY** will provide barrier vehicle in accordance with Caltrans policies and manual.
18. **PRIORITY WORK TO BE PERFORMED BY LOCAL AGENCY LITTER REMOVAL CREWS FOR CLEAN CALIFORNIA**
- a) Litter and Debris removal
- WHEN NO LITTER AND DEBRIS REMOVAL WORK IS PRESENT, CREWS CAN ALSO PERFORM WORK INCLUDING, BUT NOT LIMITED TO:**
- b) Weed and vegetation control using hand tools.
 - c) Trim or remove unwanted, unsightly, dead, overgrown, etc. brush and trees within the right-of-way.
 - d) Make firebreaks at fence lines and, where appropriate, adjacent to shoulders in lieu of spraying, grading, mowing, or disking.
 - e) Remove fire tinder within the right-of-way, e.g. dead grass, fallen limbs.
 - f) Plant or seed natural vegetation on friable cut and fill slopes and any other areas subject to erosion.
 - g) Plant restoration in landscaped area by removing dead plants and replanting.
 - h) General cleanup and yard work at **CALTRANS** maintenance stations and facilities (not including janitorial work).
 - i) Minor storm damage repair activities.
 - j) The tasks listed in **Section 17, paragraphs b) through i)**, above, do not contribute to Clean California performance measures as listed in **Work Specification** section, above.

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT
Attachment III – RATE PROPOSAL
CALTRANS FUNDING BUDGET
BUTTE COUNTY

Fiscal Year	Month-Year	Working Days in Month	No. Work Crews (1)	*Estimated Daily Total Reimbursement Rate Per Work Crew (2)	Maximum Monthly Total Compensation (Estimated)
FY 2021/22	Jan-22	20	82	\$2,375	\$3,895,000
	Feb-22	19	82	\$2,375	\$3,700,250
	Mar-22	22	82	\$2,375	\$4,284,500
	Apr-22	21	82	\$2,375	\$4,089,750
	May-22	21	82	\$2,375	\$4,089,750
	Jun-22	22	82	\$2,375	\$4,284,500
Total FY 2021/22		125			\$24,343,750
FY 2022/23	Jul-22	20	82	\$2,375	\$3,895,000
	Aug-22	23	82	\$2,375	\$4,479,250
	Sep-22	21	82	\$2,375	\$4,089,750
	Oct-22	21	82	\$2,375	\$4,089,750
	Nov-22	19	82	\$2,375	\$3,700,250
	Dec-22	21	82	\$2,375	\$4,089,750
	Jan-23	20	82	\$2,494	\$4,090,160
	Feb-23	19	82	\$2,494	\$3,885,652
	Mar-23	22	82	\$2,494	\$4,499,176
	Apr-23	22	82	\$2,494	\$4,499,176
	May-23	21	82	\$2,494	\$4,294,668
	Jun-23	22	82	\$2,494	\$4,499,176
	Total FY 2022/23		251		
FY 2023/24	Jul-23	21	82	\$2,494	\$4,294,668
	Aug-23	22	82	\$2,494	\$4,499,176
	Sep-23	21	82	\$2,494	\$4,294,668
	Oct-23	20	82	\$2,494	\$4,090,160
	Nov-23	19	82	\$2,494	\$3,885,652
	Dec-23	23	82	\$2,494	\$4,703,684
	Jan-24	20	82	\$2,619	\$4,295,160
	Feb-24	19	82	\$2,619	\$4,080,402
	Mar-24	22	82	\$2,619	\$4,724,676
	Apr-24	21	82	\$2,619	\$4,509,918
	May-24	21	82	\$2,619	\$4,509,918
	Jun-24	22	82	\$2,619	\$4,724,676
Total FY 2023/24		251			\$52,612,758
TOTAL MAXIMUM CONTRACT WORK CREW FUNDING					\$127,068,266

(1) Represents an estimate. Number of crews may fluctuate from month to month.

(2) Crew Members will be at paid city/county minimum wage and this reflects a 6-8 person crew. Daily Rate to be reduced by \$120 per day for each crew member less than 6. See Chart Below.

Daily Rate for Full Crew	5 Crew Members	4 Crew Members	3 Crew Members
\$2,375	\$2,255	\$2,135	\$2,015
\$2,494	\$2,374	\$2,254	\$2,134
\$2,619	\$2,499	\$2,379	\$2,259

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment IV – Existing Litter Contracts

Contract Number	Vendor	Begin Date	End Date	District	Counties	Route(s)	PM or Location
01A1939	HUMBOLDT COUNTY SHERIFF'S DEPT.	7/9/2019	6/30/2022	01	Humboldt	All Routes	Not Available
02A1968	COUNTY OF SHASTA	7/1/2021	6/30/2024	02	Shasta	All Routes	Not Available
02A1986	SISKIYOU COUNTY SHERIFF'S DEPT.	8/1/2021	7/31/2024	02	Siskiyou	All Routes	Not Available
03A2796	PLACER COUNTY SHERIFF'S DEPT.	11/1/2018	10/31/2021	03	Placer	All Routes	Not Available
03A3107	COLUSA COUNTY PROBATION DEPT.	11/1/2020	10/31/2023	03	Colusa	All Routes	Not Available
03A3252	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	7/1/2021	6/30/2024	03	Placer Yuba Sutter Glenn	All Routes	Not Available
04A5618	COUNTY OF SANTA CLARA	4/1/2019	4/30/2022	04	Santa Clara	All Routes	Not Available
04A5848	COUNTY OF MARIN	4/1/2020	3/31/2023	04	Marin	All Routes	Not Available
04A5968	ALAMEDA COUNTY	1/5/2021	5/30/2022	04	Alameda	All Routes	Not Available
04A5973	SONOMA COUNTY PROBATION DEPT.	6/22/2020	6/22/2022	04	Sonoma	Marin Sonoma	Not Available
04A6204	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Alameda	13, 24, 77, I-80, 84, 92, 123, 238, 580, 680, 880, 980	Not Available
04A6204	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Contra Costa	4, 24, I-80, 160, 242, 580, 680	Not Available

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment IV – Existing Litter Contracts

Contract Number	Vendor	Begin Date	End Date	District	Counties	Route(s)	PM or Location
04A6204	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Sacramento	160	PM 0.0-20.9
04A6204	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Sacramento	12	PM 0.0-6.2
04A6204	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Sacramento	220	PM 0.0-3.1
04A6204	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Solano	12	PM 19.1-26.4
04A6204	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Solano	84	PM 0.0-13.67
04A6204	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2022	04	Solano	220	PM 0.0-3.2
04A6218	SOLANO DIVERSIFIED SERVICES	10/1/2022	9/30/2023	04	Sonoma	101	PM 12.68-29.0 - From the State Route 116 Onramp to the Town of Winsor
04A6218	SOLANO DIVERSIFIED SERVICES	10/1/2022	9/30/2023	04	Sonoma	12	PM 12.89-17.61 - From Fulton Road to Farmers Lane
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	1	PM 0.0-48.6 - From the Santa Cruz/San Mateo County Line to the San Mateo/San Francisco County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	35	PM 0.0-31.5 - From the San Mateo/Santa Clara County Line to the San Mateo/San Francisco County Line

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment IV – Existing Litter Contracts

Contract Number	Vendor	Begin Date	End Date	District	Counties	Route(s)	PM or Location
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	82	PM 0.0-25.2 - From Eastbound (EB) 37-18 and the State Route 114 Junction to the San Mateo/ San Francisco County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	84	PM 0.0-29.3 - From the State Route 1 Junction to the beginning of the Dumbarton Bridge
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	92	From the State Route 1 Junction to the Foster City Bridge
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	101	From the San Mateo/Santa Clara County Line to the San Mateo/San Francisco County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	109	From Notre Dame Ave. to the State Route 84 Junction
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	114	From the State Route 101 Junction to the State Route 84 Junction
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Mateo	380	From the State Route 280 Junction to the End of Non-AD. From the West End of the Intersection W/ Between 101 and SFO Ramps North and SB 101 to Westbound (WB) 380 Ramps Eastbound (EB) 380 to Northbound (NB) and SB 101

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment IV – Existing Litter Contracts

Contract Number	Vendor	Begin Date	End Date	District	Counties	Route(s)	PM or Location
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	1	From Via Junipero Serra Blvd. to the South Junction of State Route 101/RTE Break
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	I-80	From the State Route 101 Interchange to the Harrison Street Offramp
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	82	From Goethe St. to the State Route 280 Junction
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	101	From the San Francisco/San Mateo County Line to the SB Presidio Offramp
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	280	From the end of the Bridge to the end of the Independent Alignment Left and Right Lanes
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	San Francisco	280	From the SB Knowles/ John Daly Offramp to Brannan Street and the end of the Constructed Highway
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	9	From Saratoga Gap/ the State Route 35 Junction to the State Route 17 Junction
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	17	From Summit Rd.to the State Route 280/880 Junction
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	25	From the Santa Clara/Merced County Line to the end of State Route 25 at the State Route 101 SB Ramp

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment IV – Existing Litter Contracts

Contract Number	Vendor	Begin Date	End Date	District	Counties	Route(s)	PM or Location
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	35	From the State Route 9 Junction to Santa Clara/San Mateo County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	82	From the State Route 101 Junction to Curtner Ave./Tully Rd.
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	82	From Chapman Way to the Santa Clara/San Mateo County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	85	From the State Route 101 Junction to the End of State Route 85
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	101	From the Santa Clara/San Benito County Line to the Santa Clara/San Mateo County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	130	From the State Route 101 Junction to the Santa Clara/Stanslaus County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	152	From the Hecker Pass 1309 Elevation Sign to Santa Clara/Santa Cruz County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	156	From the State Route 152 Junction to the End of State Route 156
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	237	From the State Route 82 Junction to the Eastbound Side of Cypress Street

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment IV – Existing Litter Contracts

Contract Number	Vendor	Begin Date	End Date	District	Counties	Route(s)	PM or Location
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	280	From the State Route 680/101 Junction to Alpine Rd./the Santa Clara/San Mateo County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	680	From the State Route 280/101 Junction to the Santa Clara/Alameda County Line
04A6229	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/25/2021	8/24/2023	04	Santa Clara	880	From the State Route 280 Junction to the NB Dixon Rd. Offramp
06A2524	CDCR	8/1/2019	7/31/2022	06	Madera	All Routes	Not Available
06A2525	CDCR	2/16/2019	2/15/2022	06	Kings	I-5	I-5 Corridor in Kings County
06A2525	CDCR	2/16/2019	2/15/2022	06	Fresno	I-5	I-5 Corridor in Fresno County
09A0850	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2023	09	Kern	202	PM 0-8.671
09A0850	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2023	09	Kern	58	PM 77.060-110.0
09A0850	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	8/16/2021	8/15/2023	09	Kern	58	PM 110.0-142.5
10A2056	COUNTY OF TUOLUMNE	11/15/2018	11/14/2021	10	Tuolumne	All Routes	Not Available
10A2210	DEPARTMENT OF CORRECTIONS AND REHABILITATION	3/2/2021	2/29/2024	10	Amador Calaveras San Joaquin	All Routes	Not Available

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Attachment IV – Existing Litter Contracts

Contract Number	Vendor	Begin Date	End Date	District	Counties	Route(s)	PM or Location
10A2265	SAN JOAQUIN COUNTY SHERIFF'S DEPT.	7/1/2021	6/30/2024	10	East Stockton West Stockton Tracy	All Routes	Not Available
11A2917	IMPERIAL COUNTY SHERIFF'S OFFICE	4/1/2019	3/31/2022	11	Imperial	7, 8, 78, 86, 98, 111, 115	Not Available
11A2923	BUTTE COUNTY OFFICE OF EDUCATION STUDENT PROGRAMS AND SERVICES	6/15/2019	6/14/2022	11	San Diego	All Routes	Not Available
56A0589	BUTTE COUNTY OFFICE OF EDUCATION STUDENT PROGRAMS AND SERVICES	7/1/2019	6/30/2022	HQ	Statewide	All Routes	Not Available
56A0591	CITY OF LOS ANGELES	7/1/2019	6/30/2022	HQ	Statewide	All Routes	Not Available
56A0594	DEPARTMENT OF CORRECTIONS AND REHABILITATION	7/1/2019	6/30/2022	HQ	City of Oakland Surrounding Bay Area	All Routes	Not Available
56A0597	DEPARTMENT OF CORRECTIONS AND REHABILITATION	7/1/2019	6/30/2022	HQ	Statewide	All Routes	Not Available
56A0622	SAN DIEGO COUNTY PROBATION DEPT.	1/1/2020	12/31/2022	HQ	San Diego	All Routes	Not Available
56A0628	COUNTY OF SANTA CLARA	12/15/2019	12/15/2022	HQ	Santa Clara	All Routes	Not Available
56A0659	LINCOLN TRAINING CENTER & REHABILITATION WORKSHOP	6/1/2021	5/31/2024	HQ	Sacramento Napa Solano	All Routes	Not Available

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT
 WEEKLY CREW TIMESHEET**

For Week of: _____

Crew Supervisor: _____

Monday Jobsite: _____

Tuesday Jobsite: _____

Wednesday Jobsite: _____

Thursday Jobsite: _____

Friday Jobsite: _____

Saturday Jobsite: _____

Sunday Jobsite: _____

Crew Member Name	MON HRS.	TUE HRS.	WED HRS.	THU HRS.	FRI HRS.	SAT HRS.	SUN HRS.	TOTAL
Total Hours	X	X	X	X	X	X	X	
Crew Size								
Number Litter bags								

Crew Supervisor Signature: _____

Date: _____

Caltrans Supervisor Signature: _____

Date: _____

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT
MONTHLY CREW SUMMARY**

SERVICE MONTH _____

AGREEMENT NUMBER _____

INVOICE NUMBER _____

NAME OF CONTRACTOR
STREET ADDRESS
CITY, STATE, ZIP CODE

CREW LOCATION _____

SERVICE MONTH _____

VAN NUMBER/IDENTIFIER _____

NUMBER OF CREWS _____

NUMBER OF DAYS WORKED DURING BILLING PERIOD _____

DAILY COMPENSATION RATE PER WORK CREW _____

MONTHLY TOTALS	
Trash Bags	
Landscape Bags	
# of Days Worked	
# of Crew Members	
Daily Average of Crew Members	
Total Monthly Hours Worked	

TOTAL PAYMENT REQUESTED _____

**CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT
MONTHLY INVOICE**

SERVICE MONTH _____

AGREEMENT NUMBER _____

INVOICE NUMBER _____

NAME OF CONTRACTOR
STREET ADDRESS
CITY, STATE, ZIP CODE

In accordance with Agreement, payment is requested for satisfactory services provided on the following dates:

Total Number of Crews _____

Total Number of Crews Worked for the Month _____

Daily Per Work Crew Compensation Rate _____

TOTAL PAYMENT REQUESTED _____

CLAIM CERTIFICATION

I hereby certify under penalty of perjury that the contractor named herein is entitled to the amount claimed; that the claim within is in all respects a true and correct statement of amounts due and complies with Government Code Sections 1090 and 1096, inclusive;

SIGNATURE OF PROGRAM DIRECTOR/DATE

SIGNATURE OF PROGRAM MANAGER/DATE

DIRECTOR NAME (TYPED)

PROGRAM MANAGER NAME (TYPED)

CONTACT PHONE NUMBER/EMAIL

CONTACT PHONE NUMBER/EMAIL

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

**Department of Transportation
Code of Safe Operating Practices
LITTER REMOVAL ROADSIDE
HAZARD REVIEW**

Moving traffic
Moving equipment
Hidden obstructions
Overcrowding of workers
Unidentified material
Exposure to sharp objects
Infectious substances Body wastes
Persona and public contact
Environmental protection

SAFE OPERATING PROCEDURES

1. Review safe practice rules for applicable equipment (including rental equipment) and perform pre-operation checks.
2. Review work area protection procedures and any traffic control requirements.
3. Park in an area suitable for safe entering or exiting of vehicle and which does not cause a hazard to yourself or others.
4. While on foot, make every effort to perform work facing oncoming traffic.
5. Use standard personal protective equipment.
6. Workers should stay clear of moving equipment.
7. Beware of hidden obstructions in grassy areas or unstable terrain.
8. Properly identify material or object before handling.
9. Use caution when handling bags containing broken or sharp objects.
10. Allow ample space for each employee to work safely. Avoid “bunching” of workers.
11. Read Code for Roadway Litter and Debris, if applicable.
12. Do not overload bags.
13. Place bags where they can be safely retrieved.
14. Immediately report any discovered weapons to your Supervisor. Do not touch or move them. Call CHP or local law enforcement to investigate and remove any weapons.

CLEAN CALIFORNIA LITTER ABATEMENT COOPERATIVE AGREEMENT

Department of Transportation

Code of Safe Operating Practices

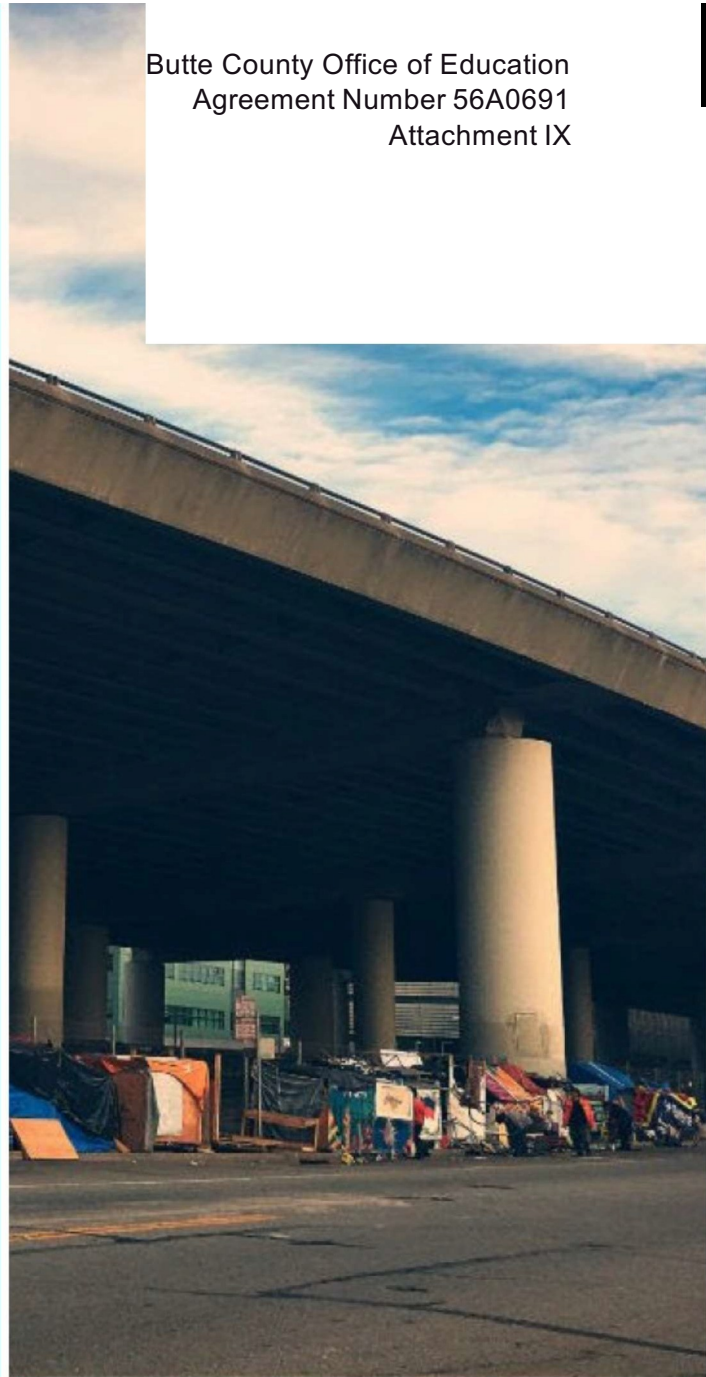
LITTER REMOVAL ROADSIDE (CONTINUED)

HANDLING MEDICAL AND BIOLOGICAL (HUMAN) WASTES

1. Employee shall be informed of the potential health hazards involved with contact of biological (human) wastes and shall be trained regarding proper hygienic procedures.
2. Use standard personal protective equipment. In addition, impermeable (rubber) gloves, boots and rain gear or Tyvek coveralls are required with working with biological wastes. An approved half-mask respirator with organic vapor cartridges may also be desirable.
3. Do not eat or smoke while working with biological wastes. Wash hands thoroughly with clean water and soap before eating, drinking, smoking, or using the restroom. Safe drinking and wash water and soap shall be provided at the work site.
4. Plan the task to minimize public and employee contact with potentially infectious substances and to prevent environmental damage. Contain the waste with earth berms if possible or use absorbent materials.
5. Use a disinfectant such as a chlorine bleach solution to disinfect the waste before picking it up.
6. Use motorized equipment (loader, backhoe, tractor, etc.) whenever possible.
7. An adequate first aid kit should be available.
8. For large quantities, the services of a contractor may be warranted. If services of a contractor are warranted, a properly trained First Responder should be contacted.

Interim Guidance on Encampments

Prioritizing and
Addressing Encampments
on Caltrans-owned Property



July 2021

STATE & LOCAL PARTNERS



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Resources and Related Policies	Available on OnRamp

This interim guidance was developed during the Coronavirus (COVID-19) pandemic by Caltrans' Task Force on Homelessness in coordination with state and local partners and will continuously be developed to meet changing conditions. This guidance is intended to assist Caltrans employees, CHP officers, and local partners to prioritize and address encampments on Caltrans-owned property through a focused lens on safety, consistent with the Centers for Disease Control (CDC) Interim Guidance on People Experiencing Unsheltered Homelessness and the Coronavirus Disease.

(<https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/unsheltered-homelessness.html>).

This encourages a more comprehensive approach to case management that can result in accelerated relocation from our right of way into housing, employment, and better lives. This approach will diminish the likelihood of return to Caltrans right of way.

District staff should work with the district's assigned task force lead on homelessness with any questions related to this guidance or encampments. Additional resources and related policies are available on the Headquarters Maintenance OnRamp page.

Inquires received from legislative offices must be elevated to the appropriate level (i.e. Deputy District Director Maintenance and the Chief for Legislative Affairs in the district).

Any media inquiries should be elevated to the appropriate level, including the Chief PIO in each district and HQ Public Affairs.

Feedback is encouraged to improve this guidance and process as we work toward a collaborative approach to helping those experiencing homelessness in California's communities during these unprecedented times, and in the future.

Questions or suggestions for improving this guidance are encouraged and should be sent to: **HQEncampments@dot.ca.gov**.

Overview

The priority of the Department of Transportation (Caltrans) is the safety of all people during the COVID-19 pandemic or otherwise. As such, Caltrans staff should focus on potential threats to safety posed by encampments, working with local partners to relocate people in level 1 (critical priority) and level 2 (high priority) encampments while working to mitigate impacts posed by level 3 (moderate priority) and level 4 (low priority) encampments, as defined in these guidelines.

Caltrans' role in addressing encampments is to: collaborate with local partners to help connect people living along California's freeways with critical services and shelter/housing solutions, coordinate cleaning of trash and debris from encampment sites, respond to emergencies at encampments to inspect for potential damage to Caltrans infrastructure, and restore and maintain the property where possible.

While Caltrans is not the appropriate entity to provide social services or relocation assistance, the state transportation department is a committed partner in working with local and state experts on homelessness in developing solutions for people taking shelter on Caltrans property.

In considering whether an encampment must be relocated, a coordinated effort across state and local agencies is imperative to prevent people from returning to the same location, moving to adjacent city or county property, or being dispersed into the community, without resolving the core issues associated with homelessness.

As such, Caltrans staff work with local partners and constituents on issues related to encampments and similarly, local governments are asked to coordinate with Caltrans in relocation efforts, especially when encampments span state and local property. No one shall clear people from Caltrans property without the participation and approval of Caltrans and the California Highway Patrol (CHP).

In critical circumstances where encampments pose imminent threats to safety or infrastructure and must be immediately resolved upon discovery (priority level 1), engagement by local outreach is always encouraged when possible but should not impede emergency response functions. Districts are to follow the after-action reporting requirements for level 1 encampment relocations as outlined in the "approval requirements for addressing encampments" below.

To mitigate trash being generated at or near encampments that are lower priority levels (3 and 4), where possible and practical, Caltrans staff should work with local partners to distribute trash bags and sharps containers to encampment occupants and schedule trash collection. Caltrans staff should follow all safety guidelines for handling hazardous materials. Significant debris or trash removal from encampments should be performed by a hazmat contractor.

CHP is the enforcement agency responsible for addressing allegations of criminal activity on state property. Caltrans should direct any complaints or allegations of criminal activity at encampments to CHP as the proper authority on these matters.

The approval requirements for addressing encampments are:

Priority Level 1: Approval required by Caltrans District Director. Verbal approval followed by submitting a Relocation Form (identifying the location, safety concerns, number of individuals affected, any special concerns, etc.) via email for District Director signature and cc to HQ Encampments. An After-Action report must be submitted to Caltrans Headquarters within one week of conclusion of the relocation. Note: The CHP may classify an encampment as priority level 1 and take the lead on removing the encampment. Authorization is not required by Caltrans in these circumstances, but Caltrans staff may work in coordination with CHP.

Priority Level 2: Approval required by Caltrans District Director. Submit a Relocation Form (identifying the location, safety concerns, number of individuals affected, any special concerns, etc.) via email for District Director signature and cc to HQ Encampments. An After-Action report must be submitted to Caltrans Headquarters within one week of conclusion of the relocation.

Priority Levels 3 and 4: Approval required by Caltrans District Director. Submit a Relocation Form (identifying the location, safety concerns, number of individuals affected, any special concerns, etc.) via email for District Director signature and cc to HQ Encampments. An After-Action report must be submitted to Caltrans Headquarters within one week of conclusion of the relocation. Level 1 and 2 encampments should be prioritized over relocation of level 3 and 4 encampments.

Trash Collection: Approval is not required for trash collection at or near encampments so long as it does not result in the displacement of people.

Encampments where People are Successfully Relocated: If all people at an encampment are successfully and willingly relocated by local governments into a shelter or housing, Caltrans may clear any remaining trash or debris from the former encampment site without approval, so long as no people

remain onsite and no people are forced to leave the property.

In order to track and appropriately report on the efforts connected to homelessness across Caltrans' divisions, all work performed on this effort should be recorded by using the reporting code "EON2320" on timesheets.

Encampment Prioritization

Priority Levels 1, 2, 3, 4, and Abandoned Encampment Sites

Caltrans experts in public safety, in consultation with state and local partners, have created an encampment prioritization framework to help Caltrans staff and partners determine when encampments on Caltrans property are considered priority level 1, 2, 3, or 4, and how we will work collaboratively to lessen impacts.

Where an encampment poses a safety concern necessitating relocation (level 1 or 2), districts should coordinate with local partners and experts on homelessness, working with County Continuums of Care*, cities, the CHP, local authorities, and others to develop a relocation strategy and plan for securing the encampment site once it's cleared.

If relocation is not feasible by local governments or people are not willing to relocate, Caltrans districts and local partners should consider whether alternative locations in the nearby vicinity may be available, consistent with the CDC Interim Guidance on People Experiencing Unsheltered Homelessness and the Coronavirus Disease.

Complaints received regarding alleged criminal activity occurring at or near the encampment, including threatening behavior toward Caltrans staff, and public safety concerns at or near the encampment should be directed to the CHP. Law enforcement should address the situation prior to any involvement of Caltrans personnel at the encampment site. Additional guidance on working with CHP can be found in the *Department of Transportation and California Highway Patrol Joint Operational Policy Statements*.

*County Continuum of Care (CoC): The CoC falls under individual County jurisdiction and is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

County Continuum of Care Contacts:

<https://www.hud.gov/states/california/homeless/continuumcare>

County Public Health Department Contacts:

<https://www.cdph.ca.gov/Pages/LocalHealthServicesAndOffices.aspx>

Level 1 – Critical Priority

Requires urgent relocation in coordination with the CHP, and with local partners on homelessness if possible. District Director Approval is required. Verbal approval followed by submitting an Encampment Relocation Form via email for review and approval by District Director and cc to HQ Encampments. An After-Action report must be submitted to Caltrans Headquarters within one week of the conclusion of the relocation.

To mitigate the safety threat as expeditiously as possible, Caltrans District Directors are authorized to approve the relocation of encampments that pose a critical safety concern. The district should post a 72-hour notice to vacate at encampments, with the exception to encampments that pose an immediate health or safety hazard.

CHP Officers are authorized to assist Caltrans staff in addressing critical priority encampments. Coordination of emergency relocations should be done at the local level. Districts should attempt to request assistance from local partners on homelessness but should not allow the response by outreach teams to interfere with addressing critical safety concerns.

The CHP may classify an encampment as priority level 1 and take the lead on removing the encampment. Authorization is not required by Caltrans in these circumstances, but Caltrans staff may work in coordination with CHP.

After the encampment is removed and all emergencies have been addressed, an After-Action report that follows the email template, (see page 18) must be sent to Caltrans Headquarters within one week of the conclusion of the relocation.

Caltrans should use hazmat contractors for major cleanup activities and ensure contractors and Caltrans employees perform cleanings in accordance with Maintenance Policy Directive 1001, including the storage of personal belongings of apparent value.

District teams are encouraged to use independent, unbiased judgment in each situation, continuing to communicate any significant or ongoing challenges to Headquarters so appropriate assistance can be provided.

Examples of Priority Level 1 Encampments:

- Encampment is inside of a Caltrans bridge cell, box girder, or an area of confined space (e.g. culvert, excavated tunnel, etc.).
- Imminent threats to critical transportation infrastructure or high probability of wildfires from fire or explosives, including:

- Large quantities of fuels or explosives are found on site (e.g. multiple propane tanks stored in hazardous conditions that could be at risk of explosion, honey oil labs, makeshift meth labs, etc.)
- Districts should work with local partners and the CHP to determine if fuels or explosives can be safely removed without displacing people or unnecessarily removing the entire encampment.
- Fires in bridge cells/confined spaces or larger fires adjacent to structural members (columns, piers, girders, bridge soffit/deck, etc.)
- Imminent threat of wildfire
- <https://www.wfas.net/index.php/fire-danger-rating-fire-potential--danger-32>
- Contact the Office of the State Fire Marshall (CAL FIRE) which has the responsibility under section 13107 of the Health and Safety Code to investigate fires/explosives on state property.
- Undermining or modifications of structural members (columns, piers, girders, bridge soffit/deck, etc.); or any event that lowers the load capacity or seismic resistance of a structure (bridge, tunnel, sign structure, etc.) or could result in collapse.
- Encampments impeding immediate repair work to prevent imminent transportation infrastructure failure.
- Emergency response functions (conditions that prevent fire authorities from extinguishing fires, medical aid, critical infrastructure repairs, etc.) are limited/prevented due to the location of the encampment.
- Encampment is within the clear recovery zone, which is the area where a car may swerve off of the road and still recover back to the roadway, the area with no protective barrier, on a sharp curve or in a blind spot next to the mainline or high speeds of traffic with no protective barrier. (If there is state land nearby that is safely outside of the clear recovery zone, consider allowing people to shift to a nearby, safer location opposed to dispersing people completely).
- Encampment is physically blocking traffic, bike or pedestrian pathways and is an imminent danger to the unsheltered or the public.
- Imminent danger to utilities and transportation infrastructure
- Connecting to a power source or other State utility
- Obstructing access to or tampering with emergency generators or backup electrical supplies
- Obstructing or tampering with traffic control devices

Level 2 – High Priority

Requires a 72-hour notice to vacate in coordination with local partners including the CHP. District Director Approval is required. Requestor submits the Encampment Relocation Form via email for review and approval by District Director and cc to HQ Encampments email. An After-Action report must be submitted to Caltrans Headquarters within one week of the conclusion of the relocation.

These encampments pose a safety concern. Caltrans District Directors are authorized to approve 72-hour notice to vacate level 2 encampments. Districts should make every effort to coordinate with local experts on homelessness as soon as possible to allow for development of an outreach and relocation plan for people living at the encampment site.

Each situation will be unique and district staff should work with local governments/local experts on homelessness to promote collaborative solutions and connect people on Caltrans' transportation network to services and shelter, temporary/transitional housing, or permanent housing options. Allow approximately two weeks for partners to perform outreach. District staff should work to balance the outreach needs of homeless outreach providers with safety needs, understanding each scenario will be different and require a different duration of time, level of planning and resources. If local governments/local experts on homelessness are nonresponsive or unable to assist Caltrans in prioritizing these sites, Caltrans and CHP may proceed with District Director approval to clear the encampment site without the assistance of local governments/homeless services partners.

For construction projects with a contractually identified 10-day period for relocation and cleanup operation, outreach efforts must be accelerated to accommodate the posting period and cleanup work within this 10-day period.

Caltrans staff should focus on mitigation solutions to prevent people from returning to locations that are cleared for safety reasons. This may include:

- Fencing: No-climb or wrought iron fencing should be considered only with the approval of local fire agencies or CAL FIRE to avoid installing a barrier for first responders in emergency situations. Fencing should include access gates for first responders.
- Removing overgrown vegetation and trimming trees.
- Requesting CHP to increase patrols (not a Maintenance Zone Enhanced Enforcement Program (MAZEEP) activity)
- Aesthetic enhancements including community gateway or transportation art (where local governments are supportive and willing to partner in these efforts)
- Hardscaping, lighting, cameras, motion detection monitoring (these efforts

may need to be considered as part of future projects and may not be immediately available; funding sources will need to be identified)

- Mitigation solutions that extend beyond standard fencing are encouraged where practical but should be considered in consultation with Caltrans Headquarters.
- Upon approval from the District Director, and after the conclusion of the relocation an After-Action report must be submitted to Headquarters following the email template located on page 19.

Caltrans should use hazmat contractors for major cleanup activities and ensure contractors and Caltrans employees perform cleanings in accordance with Maintenance Policy Directive 1001, including the storage of personal belongings of apparent value.

District teams are encouraged to use independent, unbiased judgment in each situation, continuing to communicate any significant or ongoing challenges to Headquarters so appropriate assistance can be provided.

Examples of level 2 encampments:

- Structures that could conceal threats to critical infrastructure:
- Concealments that prevent rapid assessment of structures after a major event including, but not limited to, earthquakes, high-load hits, vehicle fires and major storms
- Encampment is blocking access to structures to perform inspection, maintenance or construction on critical infrastructure.
- Potential risks to camper and/or community.
- Fires, unsafe heating equipment, or other highly combustible materials that could cause accumulated intense heat under bridges risking structural integrity of conduit and bearings, etc.
- Encampments in median areas, cloverleaves, gore points, clear recovery zones, adjacent to roadways with limited sight distance, and areas that can only be accessed from the shoulder of the roadway or any other areas where an errant vehicle could enter the encampment or that requires people experiencing homelessness to cross the roadway for access.
- Encampment causing distraction to drivers.
- Damage to stability of slope or structures by digging campsites into embankments or slopes.
- In or adjacent to an active construction zone.
- Obstructing culverts, pipes, or other drainage systems.
- Encampments with excessive trash and debris creating potential risks to human life and safety where previous mitigation attempts (such as repeated trash cleanups) have failed, including encampments blocking or impeding

trash capture devices. This may include:

- Significant accumulation of needles, drug paraphernalia, feces, or other biohazards, especially when located in water ways, storm channels, or in travel lanes, including the path of bicycles or pedestrians. (District should attempt to partner with local public health departments where possible to utilize "Harm Reduction" programs that include needle exchange programs).
 - A significant increase in the presence of rodents, animals, or insect infestations.
 - District maintenance staff should consult Caltrans environmental experts and local public health partners where possible in making these assessments.
- Where protected biological/cultural resources, including mitigation sites, are at risk of degradation or destruction, Caltrans has legal obligations under state and federal laws and permits, including the NPDES Statewide Stormwater Permit (Order WQ 2012- 0011-DWQ), to protect environmental resources, which require Caltrans to remove trash where it may be discharged into waters of the State. Non-compliance with this permit and applicable laws protecting the environment, can result in Cease and Desist Orders as well as other types of enforcement, monetary and non-monetary, civil and criminal.
 - Structure/tent prevents ADA accessibility of a sidewalk.
 - Caltrans staff or contractors need to perform routine maintenance, inspection, or other work at or near the encampment location which, if deferred, could affect service life or level of service.

Level 3 (Moderate Priority) and Level 4 (Low Priority)

Requires a 72-hour notice to vacate in coordination with local partners including the CHP. District Director Approval is required. Requestor submits the Encampment Relocation Form via email for review and approval by District Director and cc to HQ Encampments email. An After-Action report must be submitted to Caltrans Headquarters within one week of the conclusion of the relocation.

Districts should prioritize level 1 and 2 encampment sites. While level 3 and 4 encampments may not pose an obvious and immediate safety concern, these sites should be monitored. Persons experiencing homelessness should be relocated to shelter where available in coordination with local partners. Encampment sites may be removed after housing/shelters offers are made, even if offers are not accepted.

Each situation will be unique and district staff should work with local governments/local experts on homelessness to promote collaborative solutions and connect people on Caltrans' transportation network to services including vaccination options and shelter, temporary/transitional housing, or permanent housing options. Allow approximately three weeks for partners to perform outreach. District staff should work to balance the outreach needs of homeless outreach providers with safety needs, understanding each scenario will be different and require a different duration of time, level of planning and resources.

For construction projects with a contractually identified 10-day period for relocation and cleanup operation, outreach efforts must be accelerated to accommodate the posting period and cleanup work within this 10-day period.

Where shelter/housing options are not available or offered to people at level 3 or level 4 encampment sites, Caltrans should coordinate with local partners and hazmat contractors to arrange for trash pickup and other potential sanitation measures to mitigate impacts until individuals can be safely relocated. Sanitation efforts will be unique to each location and staff should use their best judgement in each scenario, prioritizing safety above all else.

Caltrans staff should work with local partners to provide trash bags and sharps containers (available through the district hazmat manager), schedule a date by the hazmat contractor and inform occupants when and where trash will be picked up. When passing out bags, sharps containers, or performing assessments with hazmat crews, Caltrans staff should coordinate with local partners including the CHP and wear all available Personal Protective Equipment (PPE) including masks, Tyvek or generic brand protective suits, boots, gloves, eye coverings, hard hats and vests.

Caltrans maintenance staff should monitor encampment cleanup costs closely and ensure proper charging by the hazmat contractor. Caltrans maintenance staff should report any encampment cleanup cost that exceeds \$50,000 to the District Maintenance Deputy Director and District Director.

Caltrans staff should focus on mitigation solutions to prevent people from returning to locations that are cleared for safety reasons. This may include:

- Fencing: No-climb or wrought iron fencing should be considered only with the approval of local fire agencies or CAL FIRE to avoid installing a barrier for first responders in emergency situations. Fencing should include access gates for first responders.
- Removing overgrown vegetation and trimming trees.
- Requesting CHP to increase patrols (not a Maintenance Zone Enhanced Enforcement Program (MAZEED) activity)
- Aesthetic enhancements including community gateway or transportation art (where local governments are supportive and willing to partner in these efforts)
- Hardscaping, lighting, cameras, motion detection monitoring (these efforts may need to be considered as part of future projects and may not be immediately available; funding sources will need to be identified)

Mitigation solutions that extend beyond standard fencing are encouraged where practical but should be considered in consultation with Caltrans Headquarters.

Caltrans should use hazmat contractors for major cleanup activities and ensure contractors and Caltrans employees perform cleanings in accordance with Maintenance Policy Directive 1001, including the storage of personal belongings of apparent value.

District teams are encouraged to use independent, unbiased judgment in each situation, continuing to communicate any significant or ongoing challenges to Headquarters so appropriate assistance can be provided.

Abandoned Encampment Sites

If district staff believe an encampment has been abandoned and people are no longer living at an encampment, Caltrans staff may work with the CHP and local partners to confirm the site is abandoned by attempting three site visits over a 7-day period. These visits can be performed by Caltrans staff, CHP officers, or local government officials.

Photos should be taken of the encampment during each visit. If no new items are present at the encampment and no people are seen at the encampment, Caltrans and CHP may post a 72-hour notice and proceed with clearing remaining trash and debris from the encampment after the 72 hours has passed.

Caltrans should use hazmat contractors for major cleanup activities and ensure contractors and Caltrans employees perform cleanings in accordance with Maintenance Policy Directive 1001, including the storage of personal belongings of apparent value.

Encampment Safety

Any Caltrans staff conducting encampment site assessments or performing any work near or within an encampment site must wear Personal Protective Equipment and exercise extreme caution, abandoning the work immediately if safety is compromised. Assistance from the CHP is always available to Caltrans staff.

- If possible, first assess encampment sites from a distance with binoculars.
- Entering sites:
 - Follow all safe social distancing protocols in accordance with the CDC, Caltrans Personnel Information Bulletins (<https://hr.onramp.dot.ca.gov/>) and Caltrans Health and Safety COVID Information and Resources (<https://hs.onramp.dot.ca.gov/covid-19-information-and-resources>).
 - All staff and/or contractors entering an encampment or debris site must wear proper protective gear including: Tyvek (or generic brand equivalent) suits with a high visibility vest over it; face masks; safety glasses or goggles; puncture resistant gloves and boots with disposable gloves and booties worn over them where available; and hard hats.
 - Proper use, disposal and cleaning of PPEs is required per Departmental safety policy and training and is required per Title 8 of the California Code of Regulations (CCRs), Section 3380, GISO Personal Protective Devices and CSO Section 1514.
 - Resources:
<https://www.dir.ca.gov/title8/3380.html>
https://hs.onramp.dot.ca.gov/downloads/hs/files/SM_Chap_12-Jan2019.pdf
- Staff shall announce themselves as they approach a camp each time they enter and must exit immediately and call 911 if they feel they are in harm's way or if someone needs emergency medical attention.
- When entering a site, do not enter tents or private areas (temporary living areas, storage, etc.).
- When performing site assessments, at least two personnel (e.g., Caltrans staff, CHP officers, social services staff, hazmat contractors) shall be present.
- When entering an encampment to post a 72-hour notice or work in or near an encampment, Caltrans employees shall be accompanied by the CHP or local law enforcement (depending on jurisdiction).
- All non-emergency site visits must be conducted during daylight hours.

Encampment Assessments

Initial Assessments

When an encampment is discovered or brought to the attention of Caltrans, Caltrans maintenance, construction, and/or hazardous materials staff must make an initial assessment to determine whether the site is occupied or is a potentially abandoned encampment where remaining debris should be cleared.

- Collect photos of the site from a safe distance.
- Record location and time/date stamp the photos.
- Make all reasonable efforts to omit people and faces.
- If there is evidence of recent fires that may have damaged infrastructure, check with local fire to see if there are any reports for the location.
- Coordination as soon as possible between Caltrans, CHP, the local county, city, and other relevant partners on homelessness is crucial in addressing larger encampment sites and developing joint strategies to address or mitigate an encampment site.

Onsite Assessment(s)

After an initial assessment, Caltrans staff shall perform onsite assessments and rank encampments as priority 1, 2, 3, 4, or abandoned/vacant. Caltrans should work with local partners in encampment assessments and coordination.

All work within an Encampment shall be performed following Maintenance Policy Directive 1001 and the following guidelines:

- People living on state property shall be treated with respect while understanding that we need to help protect public safety.
- Caltrans will collect, store, and label personal property of apparent value (see section 1.07.3 of Maintenance Manual Volume One) that isn't a health or safety hazard for 90 days in accordance with Maintenance Policy Directive 10-01.
- Items with no perceived value (see section 1.07 of Maintenance Manual Volume One) will be disposed of in a landfill, chemical warehouse, or hazardous material location, and potentially illicit items will be handed over to law enforcement as appropriate at the earliest convenience.
- Caltrans will work with local County Continuums of Care to arrange for outreach at an encampment before posting a 72-hour notice when situations allow.
- Caltrans will allow service providers to access Caltrans-owned property to provide services to people experiencing homelessness. Caltrans staff will need to accompany outreach staff onto state property unless a consent

letter is on record between the Caltrans district and local county or city who oversee the outreach providers.

- For more information on consent letters for encampments, contact your district task force lead on homelessness.
- If members of the media are present or arrive on site, provide them with the contact for the district public affairs officer and notify the district public affairs office.
- If criminal activity, weapons, drugs, drug labs, suspected overdose, severe illness, disease, or death are encountered or suspected:
 - Do not proceed with site assessment. Exit the site immediately and defer to CHP or local law enforcement (depending on jurisdiction) until such time as the activity has been safely remediated and law enforcement has indicated it is safe to re-enter the area.
 - Ensure the Maintenance Manager for the region and the District Deputy Director of Administration is notified of what occurred.
 - If appropriate, refer the affected employees to Caltrans' Employee Assistance Program.

Encampment Relocation Form

DIST	CITY	CO	RTE	POST MILE/CROSS STREET	LEVEL

Answer the following questions and provide additional information as needed

<p>1) Identify concerns for safety and/or critical infrastructure at this location and attach photos if applicable.</p>
<p>2) Which outreach partners are we working with or are planning to work with? When did outreach begin or will begin?</p>
<p>3) Approximately how many people are located at this encampment?</p>
<p>4) Has this encampment been relocated in the past? When do we anticipate relocating this encampment? If so, please provide the last relocation date and any relevant context/background.</p>
<p>5) Identify any outside interest, special circumstances or sensitivities to this relocation effort including potential legal action, interest, or opposition from the media, elected officials, advocates, etc.</p>

Submitted by: _____

Date: _____

Approved by: _____

Date: _____

District Director Signature

E-mail Template for Level 1 Encampment After-Action Report

TO: HQEncampments@dot.ca.gov

CC: District Director, John Oliva, Alisa Becerra

SUBJECT: Level 1 Report – Location: (State Route, Nearest Cross Street, City, County)

ATTACHMENTS: Photo(s), Screenshot of location on map

BODY: Caltrans District has identified and removed an encampment of approximately ___ people located at _____ (State Route, Nearest Cross Street, City, County) at ___ am/pm (approximate time of visit) on _____ (date).

1. Our priority assessment identified the encampment as a critical priority, level 1 encampment due to the following factors:

Briefly Explain:

- What the safety emergency was, how and when the district became aware of the situation.
- Why delay in relocation of the encampment would have posed an imminent threat to human life or infrastructure.
- If emergency work was/is being performed on the infrastructure:
 - What is being done?
 - What was the start date/time and what is the anticipated completion date?

2. Caltrans removed the encampment in coordination with *(list participating partners, including: CHP, Local Fire, CAL FIRE, Local Police, Social Services Providers, advocates, etc.)*

Did local outreach partners participate in the relocation?

- If so, how many people were offered services?
- Was anyone relocated to a local shelter, motel, or other site?

3. The district has taken the following measures to prevent recurrence: (reinforcing fencing/access doors, installing k-rail/fencing, requesting increased enforcement from CHP, etc.)

4. Any other pertinent information related to the encampment relocation.

(Signature)

Name
Title
District
Cell Phone Number

--- End of Report

E-mail Template for Level 2 Encampment After-Action Report

TO: HQEncampments@dot.ca.gov

CC: District Director, Alisa Becerra

SUBJECT: Level 2 Report – Location: (State Route, Nearest Cross Street, City, County)

ATTACHMENTS: Photo(s), Screenshot of location on map

BODY: Caltrans District ___ identified a level 2 encampment of approximately ___ people located at _____ (State Route, Nearest Cross Street, City, County). The posting date was done on _____.

1. Our priority assessment identified the encampment as a high priority, level 2 encampment due to the following factors:

- Explain the safety concerns, how and when the district became aware of the situation, and why the encampment was removed at this time.
- If emergency work must be performed as a result of the encampment,
- What needs to be done/repaired?
- What exclusionary measures are we considering?
- Is the district submitting a Director's Order to request assistance with funding the repairs and/or exclusionary measures?
- Was the contractor prepared to begin work as soon as the encampment area was cleared?
- What was the encampment completion date/time?

2. Did Caltrans work in coordination with *(list participating partners including)*: CHP, Local Fire, CAL FIRE, Local Police, Social Services Providers, advocates, etc.

Was outreach performed by local partners on homelessness:

- Has outreach been performed at the encampment site within the past 30 days? If so, how many times?
- How many people were offered services and was anyone relocated to a local

shelter, motel, or other site?

- How many people do we believe remain at the encampment site today?
- Has a relocation plan been considered and attempted in coordination with local partners? Please explain.

3. The district is taking the following steps after clearing the encampment site to prevent recurrence: (reinforcing fencing/access doors, installing k-rail/fencing, implementing community-centered projects, requesting increased enforcement from CHP, etc.).

4. Any other pertinent information related to the encampment or request.

(Signature)

Name

Title

District

Cell Phone Number

--- End of Request

E-mail Template for Level 3 and 4 Encampments After-Action Report

TO: HQEncampments@dot.ca.gov

CC: District Director, Alisa Becerra

SUBJECT: Level 3 or 4 Report – Location: (State Route, Nearest Cross Street, City, County)

ATTACHMENTS: Photo(s), Screenshot of location on map

BODY: Caltrans District ___ identified a level 3 or 4 encampment of approximately ___people located at_____(State Route, Nearest Cross Street, City, County). The posting date was done on_____.

1. Our priority assessment identified the encampment as a moderate or low priority, level 3 or 4 encampment due to the following factors:
 - Explain the safety concerns if applicable, how and when the district became aware of the situation, and why the encampment was removed at this time.
 - If work must be performed as a result of the encampment,
 - What needs to be done/repaired?
 - What exclusionary measures are we considering?
 - Is the district submitting a Director's Order to request assistance with funding the repairs and/or exclusionary measures?
 - Was the contractor prepared to begin work as soon as the encampment area was cleared?
 - What was the encampment completion date/time?

5. Did Caltrans work in coordination with *(list participating partners including):* CHP, Local Fire, CAL FIRE, Local Police, Social Services Providers, advocates, etc.

Was outreach performed by local partners on homelessness:

- Has outreach been performed at the encampment site within the past 30 days? If so, how many times?
- How many people were offered services and was anyone relocated to a local shelter, motel, or other site?
- How many people do we believe remain at the encampment site today?
- Has a relocation plan been considered and attempted in coordination with local partners? Please explain.

6. The district is taking the following steps after clearing the encampment site to prevent recurrence: (reinforcing fencing/access doors, installing k-rail/fencing, implementing community-centered projects, requesting increased enforcement from CHP, etc.).

7. Any other pertinent information related to the encampment or request.

(Signature)

Name

Title

District

Cell Phone Number

--- End of Request