

MADERA COUNTY CONTRACT NO. _____
(Contract: Department of Public Works – Dump Day Events)

THIS AGREEMENT is made on this _____ day of _____, 2022, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as (“CALTRANS”), and the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as (“LOCAL AGENCY”); and collectively referred to as (“PARTIES”).

RECITALS

A. The Clean California initiative is a multiyear clean-up effort led by CALTRANS to keep roads and waterways free of litter, create thousands of jobs, and transform state and local public spaces through beautification efforts. As part of the litter collection component, CALTRANS is proposing free dump day events where the public can dispose of household waste safely and properly for free (“Dump Day Events”).

B. CALTRANS and LOCAL AGENCY agree to provide free Dump Day Events for LOCAL AGENCY’s residents as part of the Clean California initiative.

C. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PARTIES shall publicize Dump Day Events by informing the public that they may dispose of certain household waste items safely and properly for free, at the following locations and dates:

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a. February 11, 2023 from 9:00 a.m. to 5:00 p.m. at the North Fork Transfer Station, located at 33699 Road 274 in North Fork, CA

b. March 11, 2023 from 7:00 a.m. to 2:30 p.m. at the Fairmead Landfill, located at 21739 Road 19 in Chowchilla, CA

2. **COMPENSATION AND COSTS.**

a. CALTRANS agrees to reimburse the LOCAL AGENCY actual costs up to Twenty Thousand Dollars (\$20,000.00) per event, for costs of, including, but not limited to labor, equipment, and/or dumping fees expended for Dump Day Events ("Dump Day Costs"), up to the maximum CONTRACT SUM, as defined in Section 2b of this Agreement.

b. CALTRANS agrees to reimburse LOCAL AGENCY actual costs up to an amount not to exceed Forty Thousand Dollars (\$40,000.00) ("CONTRACT SUM") to fulfill its obligations under this Agreement.

c. CALTRANS' obligations under this Agreement are subject to the appropriation of resources by the Legislature and the State Budget Act authority.

d. Based on the amount of trash collected during the Dump Day Events, LOCAL AGENCY shall send its invoices to CALTRANS within forty-five (45) days of the second Dump Day Event, as identified in Section 1, for LOCAL AGENCY to receive its share of the Dump Day Costs.

e. LOCAL AGENCY shall send invoice(s) to the Caltrans District Clean California District 06 Coordinator. The itemized invoice(s) shall contain the following:

- i. STATE's Clean California Program Code: CLEANCADMP;
- ii. AGREEMENT number;

- iii. Date(s) of services;
- iv. Location of services;
- v. Number of hours and hourly rates;
- vi. Receipts for trash disposal;
- vii. Receipts for equipment, materials, and supplies; and
- viii. LOCAL AGENCY's Performance Report that includes tonnage and/or cubic yard measurement of litter/debris disposed.

f. Upon review and approval of invoice(s) by the District Clean California Coordinator, CALTRANS shall pay LOCAL AGENCY within forty-five (45) calendar days of receipt of invoice(s). Payment will be made in accordance with the California Prompt Payment Act, and within the time specified in accordance with Chapter 4.5, sections 927 to 927.13 of the Government Code.

g. Costs incurred by LOCAL AGENCY for Dump Day Events project work under this Agreement in excess of the CONTRACT SUM will be borne by LOCAL AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate, and that CALTRANS will only reimburse the actual cost of services rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this Agreement.

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3. **NOTICES.** All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

LOCAL AGENCY

Jared Carter, Deputy Public
Works Director
200 W. 4th Street, Suite 3100
Madera, CA 93637
(559) 675-7811
Jcarter@maderacounty.com

CALTRANS

Elaine Tinajero, Clean California
Contract Manager
1352 W. Olive Avenue
Fresno, CA 93728
(559) 383-5181
Elaine.Tinajero@Dot.CA.Gov

With Copy to

Karen Scrivner, Clerk of the Board
Madera County Board of
Supervisors
200 W. 4th Street
Madera, CA 93637

4. **LAWS, LICENSES, PERMITS, AND REGULATIONS.** 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, and regulations. In case of a conflict between Federal, State and LOCAL AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State, and then LOCAL AGENCY laws and regulations, respectively.

5. **MODIFICATION.** This Agreement may only be amended or modified by mutual written agreement of the PARTIES.

6. **TERMINATION.** This Agreement will end on June 30, 2024. This Agreement may be terminated by the PARTIES upon mutual written agreement. In the event of a termination, CALTRANS will reimburse LOCAL AGENCY all allowable,

authorized, and non-cancellable obligations and costs incurred by LOCAL AGENCY prior to the termination.

7. **INDEMNIFICATION.** 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, its contractors, sub-contractors, general public, and/or its agents under or in connection with any work (including hazardous materials), authority, or jurisdiction conferred upon LOCAL AGENCY under this Agreement. It is understood and agreed that LOCAL AGENCY, to the extent permitted by law will 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 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 LOCAL AGENCY, its contractors, sub-contractors, general public, and/or its agents under this Agreement. PARTIES will continue to work together to plan future events.

8. When publicizing the Dump Day Events, PARTIES shall inform the public that no hazardous materials will be accepted at the events' transfer station and landfill. However, if LOCAL AGENCY accepts hazardous materials, it shall do so at its own risk and responsibility, and CALTRANS shall not pay disposal fees for such hazardous material.

9. Participating members of the public will be responsible for legally transporting waste to the Dump Day Events.

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10. LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies, and products necessary to perform the services under this Agreement, including refuse intake inspection by staff qualified to identify hazardous materials, transportation, loading and unloading, and handling of Dump Day refuse.

11. CALTRANS does not accept nor take any responsibility for generation of any waste streams, including hazardous materials, associated with the Dump Day Events.

12. PARTIES are authorized to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and hereby covenant to have followed all the necessary legal requirements to validly execute this Agreement. By signing below, the PARTIES each expressly agree to execute this Agreement electronically.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and
year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors


By: _____
Clerk, Board of Supervisors

CALTRANS

Approved as to Legal Form:
COUNTY COUNSEL

By: **Claire
Chang**

Digitally signed by: Claire Chang
DN: CN = Claire Chang email =
cchang@lozanosmith.com C =
US O = Lozano Smith
Date: 2022.12.06 15:58:30 -08'00'



John L. [unclear] Deputy District Maintenance
CalTrans District 06

ACCOUNT NUMBER(S)

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