



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 22-0318

Agenda Date: 8/15/2022

Agenda #: 3.

Agenda Item Wording:

Confirm approval of a cooperative agreement with Caltrans to receive \$48,000 through the Clean California State Initiative to support Dump On Us event operations throughout FY22-23.

Deadline for Action: None

Submitting Department: Public Works

Contact Name and Phone Number:

Jason Serpa, Public Works Manager, jason.serpa@visalia.city, 713-4533

Wyndi Ferguson, Interim Public Works Director, wyndi.ferguson@visalia.city, 713-4186

Department Recommendation:

Staff recommends that Council receive the report and confirm approval of the Caltrans cooperative agreement to reimburse the City of Visalia Solid Waste Enterprise fund (441) for Dump On Us events.

Background Discussion:

The Clean California Program is a transformative initiative to remove litter, create jobs, and beautify California. This 3-year state funded program, started in July 2021, delivers \$1 billion statewide for litter abatement, public education, and other beautification projects.

The \$1 billion in statewide funds are to be allocated in the following manner:

\$418M - Litter Abatement

\$287M - State Beautification Projects

\$296M - Local Beautification Projects

\$33M - Public Education

\$62M - Project Design, Construction, and Local Support

Through the litter abatement portion of the Clean California Initiative, Caltrans has developed the Clean California Local Cooperative Agreement. This local agreement is part of the \$418 million for local communities to beautify and improve Caltrans right of ways. Caltrans has purposed some of these funds to keep our highways and right of ways free from debris and are now using these funds to help local jurisdictions with dump events that help in that goal.

Each year, the City of Visalia Solid Waste Division runs six Dump on Us events. Each event has an approximate cost to the Solid Waste Enterprise Fund (441) of about \$30,000. These costs include labor, equipment, and dump fees. It takes the coordination of all Public Works divisions, including volunteers from throughout other City locations, to make an event successful. The number of employees needed is about 50 for each event.

The cooperative agreement from Caltrans that will contribute \$48,000 for these six events will be on a reimbursable basis to the Solid Waste Enterprise fund (441) at \$8,000 per event. As the contract indicates, the funds may be used by the City of Visalia for labor, equipment, and dump fees.

Over the past year, Caltrans has sponsored new events similar to the City's Dump On Us all over California, especially in communities or areas they felt it was needed or where it has never existed. Since the City of Visalia already has a scheduled dump event, Caltrans felt it was important to promote and sponsor such events.

Because this cooperative agreement is a 2-year contract that ends July 30,2024, Caltrans has indicated that it may amend the agreement in the future to add more events for FY23-24. This will happen when they are able to identify extra funding within the program.

The Dump On Us events scheduled this fiscal year are as follows:

August 20, 2022
October 15, 2022
December 10, 2022
January 7, 2023
March 18, 2023
May 20, 2023

Fiscal Impact:

The \$48,000 to reimburse the City of Visalia Solid Waste Enterprise Fund (441) will be funded over the next fiscal year. The Dump on Us events are already appropriated through the Capital Improvement budget (4410-72000/CP9459-999), and these funds will be used to reimburse the project.

Prior Council Action:

N/A

Other:

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Alternatives:

N/A

Recommended Motion (and Alternative Motions if expected):

I move to confirm authorization for the City Manager to sign the Caltrans cooperative agreement to receive \$48,000 through the Clean California State Initiative.

Environmental Assessment Status:

N/A

CEQA Review:

N/A

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Attachments:
Caltrans Agreement

DUMP DAY EVENT AGREEMENT

THIS AGREEMENT is made this 18 day of August, 2022 by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as CALTRANS; and the City of Visalia, hereinafter referred to as "LOCAL AGENCY"; and collectively referred to as "PARTIES."

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).

CALTRANS and LOCAL AGENCY, agree to provide free Dump Day events for LOCAL AGENCY's residents as part of the Clean California initiative.

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.

PARTIES MUTALLY AGREE TO DO THE FOLLOWING:

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:
 - *August 20, 2022 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain St.*
 - *October 15, 2022 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain St*
 - *December 10, 2022 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain St*
 - *January 7, 2023 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain St*
 - *March 18, 2023 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain St*
 - *May 20, 2023 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain St*
2. CALTRANS agrees to reimburse the LOCAL AGENCY \$8,000 in costs per event for, 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 stated in this Agreement.
3. CALTRANS has agreed to reimburse LOCAL AGENCY, an amount not to exceed \$48,000.00 to fulfill its obligations under this AGREEMENT.
4. CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature and the State Budget Act authority.

5. Based on the amount of trash collected during the Dump Day events, LOCAL AGENCY shall send its invoices to CALTRANS within 45 days of the Dump Day event for the latter's share of the Dump Day Costs.
6. LOCAL AGENCY shall send invoices to the Caltrans District Clean CA District 06 Coordinator. The itemized invoice shall contain the following:
 - (a) STATE's Clean California Program Code: CLEANCADMP;
 - (b) AGREEMENT number;
 - (c) Date(s) of services;
 - (d) Location of services;
 - (e) Number of hours and hourly rates;
 - (f) Receipts for trash disposal;
 - (g) Receipts for equipment, materials, and supplies; and
 - (h) LOCAL AGENCY's Performance Report that includes tonnage and/or cubic yard measurement of litter/debris disposed.

CALTRANS

Elaine Tinajero, Clean CA Contract Manager

1352 W Olive Avenue

Fresno, CA 93728

Office Phone: (559) 383-5181

Mobile Phone: (559) 383-5181

Email: Elaine.Tinajero@Dot.Ca.Gov

LOCAL AGENCY contact is the following:

Jason Serpa, Public Works Manager

707 W. Acequia Avenue

Visalia, CA, 93291

Office Phone: (559) 713-4533

Mobile Phone: (559) 713-4533

Email: Jason.Serpa@Visalia.City

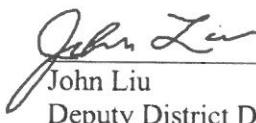
7. Upon review and approval of invoice by the District Clean California Coordinator, CALTRANS shall pay LOCAL AGENCY within forty-five (45) calendar days of receipt

of invoices. Payment will be made in accordance with the CA Prompt Payment Act, and within the time specified in Chapter 4.5, sections 927-927.13 of the Government Code.

8. When publicizing the Dump Day events, PARTIES shall inform the public that no hazardous materials will be accepted at the Transfer Stations/Landfills. 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 event.
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 event(s).
12. 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.
13. The total amount CALTRANS will reimburse to LOCAL AGENCY pursuant to this AGREEMENT shall not exceed \$48,000.00. Costs incurred by LOCAL AGENCY for 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.
14. This AGREEMENT may only be amended or modified by mutual written agreement of the PARTIES.
15. 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.
16. 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.

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.



John Liu
Deputy District Director Maintenance
Caltrans District 06

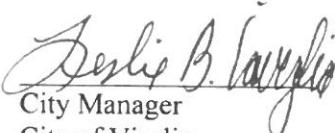
8/18/22

Date


Project Manager
City of Visalia

8/4/22

Date


Leslie B. Langlois
City Manager
City of Visalia

8-12-22

Date


KSR
Attorney
City of Visalia

8-10-22

Date

California Department of Transportation

DISTRICT 6 OFFICE
1352 WEST OLIVE AVENUE | P.O. BOX 12616 | FRESNO, CA 93778-2616
(559) 696-0249 | FAX (559) 488-4195 | TTY 711
www.dot.ca.gov



September 22, 2023

Mr. Jason Serpa
Public Works Manager
City of Visalia
707 W. Acequia Avenue
Visalia, CA 93291

Dear Mr. Serpa:

This is to amend Agreement # 0601.

Old language:

3. CALTRANS has agreed to reimburse LOCAL AGENCY, an amount not to exceed \$48,000.00 to fulfill its obligations under this AGREEMENT.
13. The total amount CALTRANS will reimburse to LOCAL AGENCY pursuant to this AGREEMENT shall not exceed \$48,000.00. Costs incurred by LOCAL AGENCY for 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.

Will be replaced with the following:

3. CALTRANS has agreed to reimburse LOCAL AGENCY, an amount not to exceed \$138,000.00 to fulfill its obligations under this AGREEMENT.
13. The total amount CALTRANS will reimburse to LOCAL AGENCY pursuant to this AGREEMENT shall not exceed \$138,000.00. Costs incurred by LOCAL AGENCY for 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.

Mr. Jason Serpa
September 22, 2023
Page 2

The following events will be added:

- October 14, 2023 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain Street
- December 9, 2023 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain Street
- February 10, 2024 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain Street
- April 20, 2024 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain Street
- June 22, 2024 between 7:00 am -12:00 pm at the Visalia City Yard, 335 N. Cain Street

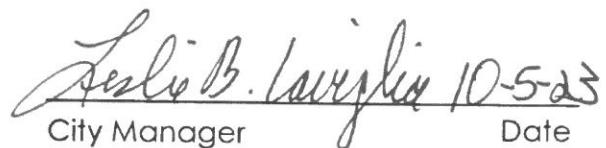
By signing below, the PARTIES each expressly agree to Amend AGREEMENT # 0601 electronically.

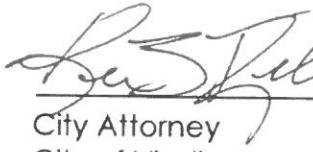

JOHN LIU
Deputy District Director
Caltrans District 6

9/22/2023
Date


JASON SERPA
Public Works Manager
City of Visalia

10/5/23
Date


Leslie B. Laviglia 10-5-23
City Manager
City of Visalia


Rex D. Pohl 10-5-23
City Attorney
City of Visalia