

DUMP DAY EVENT AGREEMENT

THIS AGREEMENT is made this _____ day of November, 2023, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as CALTRANS; and the City of Orange, 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 an 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 during March 1, 2024 through May 31, 2024 at certain residential routes and the Santiago Creek debris clean up.

Santiago Creek Clean Up

- Dates: November 15, 2023 through June 30, 2024;
- Times: Every second Saturday of each month with the first event on November 18, 2023 from 8:00 a.m. to 3:00 p.m;
- Location: Santiago Creek

Residential Bulky Item Pick Up

- Dates: March 1, 2024 through May 31, 2024;
- Location: Various locations at certain residential routes

Dates and times in the location identified above are to be determined and mutually agreed upon in writing (sample attached as Exhibit A) by authorized representatives of the PARTIES.

2. CALTRANS agrees to reimburse the LOCAL AGENCY 100% (one hundred percent) of cost 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 \$130,000 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 (xx) 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 contact is the following:

Eric Corona, Program Manager
1750 East Fourth Street, Ste 100
Santa Ana, CA 92705
Phone: (949) 279-9092
Email: eric.corona@dot.ca.gov

LOCAL AGENCY contact is the following:

Josh Soliz, Admin Manager
300 East Chapman Avenue
Orange, CA 92866
Office Phone: (714) 744-5525
Email: jsoliz@cityoforange.org

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 \$130,000 ("Contract Sum"). 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.

Bobi C. Hettick
Deputy District Director
Ops & Maintenance
Caltrans District 12

Date

Thomas C. Kisela
City Manager
City of Orange

Date

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EXHIBIT A

DUMP DAY Locations and Schedule

- (Date) between (event hours) at the (Transfer/Landfill name and address)

Bobi C. Hettick
Deputy District Director
Ops & Maintenance
Caltrans District 12

Date

Thomas C. Kisela
City Manager
City of Orange

Date