

**CLEAN CALIFORNIA MAINTENANCE AGREEMENT
WITH THE CITY OF FULLERTON**

This CLEAN CALIFORNIA MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the CITY of FULLERTON ("LOCAL AGENCY");

each may be referred to individually as a "PARTY" and jointly as "PARTIES".

RECITALS

1. This AGREEMENT will identify the specific maintenance functions STATE requests LOCAL AGENCY to perform in the STATE right of way, including highway and freeway areas situated within LOCAL AGENCY'S jurisdictional limits as authorized in Streets and Highways Code Section 130.
2. Pursuant to the "Clean California Beautification Program of 2021," the PARTIES desire to identify specific mission-critical maintenance services LOCAL AGENCY will perform on and around STATE right of way situated within LOCAL AGENCY's jurisdictional limits.

OPERATIVE PROVISIONS

1. **Maintenance Services.** LOCAL AGENCY shall perform litter and debris removal at the State Route(s) (SR), post miles (PM) and approximate mile lengths (STATE Right of Way) set forth in Exhibit A. LOCAL AGENCY shall remove and discard litter and debris, including, but not limited to: furniture, appliances, tire casings, bulky and large items, automobile wreckage, auto components, clothing, beverage containers, food packages and garbage.
2. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance services in compliance with the provisions of Streets and Highways Code section 27, and in accordance with California and federal laws and regulations and STATE policies, procedures and specifications in effect and as amended, and applicable municipal ordinances.
3. **Prior Maintenance Agreements.** The PARTIES agree that this AGREEMENT does not supersede the PARTIES' existing Delegated Maintenance Agreement or other maintenance agreements, if any.

4. **Maintenance Areas.** . LOCAL AGENCY shall only perform maintenance services in the STATE Right of Way locations described in Exhibit A and listed in Exhibit B.
5. **Amendment to Agreement.** Changes to LOCAL AGENCY's maintenance services covered in this AGREEMENT may be made by each PARTY executing amended Exhibits A and B and/or executing additional pages to Exhibits A and B that shall be attached to this AGREEMENT and will supersede the original Exhibits A and B. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. STATE's District Maintenance Agreement Coordinator (DMAC) must obtain prior written approval of any amendments from the District 12 Deputy Director of Maintenance before such amendments may become effective and enforceable under this AGREEMENT.
6. **Party Representatives and Notices.**

LOCAL AGENCY's Project Manager is: Raul Godinez
STATE's DMAC is: Zachary Paul

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY

Attn: Name of Project Manager: Raul Godinez
Address: 303 W Commonwealth Ave
City, Zip: Fullerton, CA 92832

STATE

Attn: Name of DMAC: Zachary Paul
Address: 1750 E. 4th Street
City, Zip: Santa Ana, CA 92705

7. Excluded Maintenance Activities.

- 7.1 **Unsheltered Encampment Relocation.** LOCAL AGENCY shall not engage in any activities to relocate any persons experiencing homelessness who are situated within STATE Right of Way. LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's "Interim Guidance on Encampments, Prioritizing and Addressing Encampments on Caltrans-owned Property," dated July 2021, and as may be amended during the term of this AGREEMENT (Interim Guidance).
 - 7.2 **Abandoned Encampments.** If LOCAL AGENCY encounters abandoned homeless encampments at or within STATE Right of Way, LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's Interim Guidance, including but not limited to coordination with STATE and the local California Highway Patrol.
 - 7.3 **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 STATE's District Hazardous Material manager for appropriate action.
 - 7.4 **Weed Abatement.** LOCAL AGENCY shall not perform any weed abatement, remove overgrown brush, trees, grass and limbs or conduct any spraying, grading, mowing or discing for any maintenance services within STATE Right of Way.
8. **Graffiti Removal.** LOCAL AGENCY's graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed. LOCAL AGENCY shall discuss such possible art with STATE's District 12 Transportation Art Coordinator before conducting any graffiti removal or remediation. STATE shall pay the cost of LOCAL AGENCY's graffiti removal based on the square-foot measured area where graffiti is removed (See, Exhibit B).

9. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District 12 Area Maintenance Superintendents, Anna Hernandez and Rex McConnell, at least twenty-four (24) hours prior telephone or email notice before performing any maintenance services under this AGREEMENT. Their email and phone number are anna.hernandez@dot.ca.gov/(949) 233-7055 and rex.mcconnell@dot.ca.gov/(949) 648-6366. LOCAL AGENCY shall provide the DMAC identified in this AGREEMENT with a litter, debris and graffiti removal schedule. Maintenance services shall be provided at a minimum weekly basis. Maintenance services shall be performed between the hours of 6:00 am and 6:00 pm and may be performed on weekends and holidays if necessary. LOCAL AGENCY must request through the DMAC prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 6:00 am or after 6:00 pm
10. **Authorized Reimbursement.** The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibits A and B and amounts appropriated to State pursuant to the Clean California Beautification Program of 2021 have been considered in setting authorized total dollar amounts. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.
11. **Cost Reimbursement.** STATE shall reimburse LOCAL AGENCY for LOCAL AGENCY's actual and necessary costs incurred to perform the maintenance services under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures under this AGREEMENT.
- 11.1 **Amendment to Approved Expenditures.** Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibits A and B may be increased, decreased, or redistributed between routes pursuant to the PARTIES executing an appropriate amendment in accordance with section 5 above. All such adjustments must be authorized in writing by the District Director or his/her authorized representative.
- 11.2 **Term of Expenditures.** Additional expenditures or an adjustment of expenditures once authorized shall apply only for the term of this Agreement and shall not be deemed to permanently modify or change the basic maximum expenditures per route as specified in

Exhibits A and B. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.

12. **Billing, Payment and Reporting.**

12.1 **Billing Date.** LOCAL AGENCY shall submit billing invoices to STATE's DMAC each (month/quarter) beginning after the first (month/quarter) LOCAL AGENCY has performed maintenance services under this AGREEMENT. LOCAL AGENCY shall not submit billing invoices for reimbursement of costs less than \$500 more than once each quarter. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.

12.2 **Billing Submission Format.** Each billing invoice shall include all of the following:

- (a) STATE's Clean California Program Code: CLEANCADMA;
- (b) AGREEMENT number; 12-22-HS005
- (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 maintenance services report that includes the information required under section 15 of this AGREEMENT.

STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibits A and B.

13. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE right of way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.

14. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE right of way to perform any maintenance services in the areas covered by this AGREEMENT, STATE's District 12 Encroachment Permit Office must issue an initial encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE right of way to perform any maintenance or work under this AGREEMENT.
15. **Performance Monitoring.** LOCAL AGENCY shall record and report the quantity and description of litter and debris removed and maintenance services performed at each clean-up site and location set forth in Exhibits A and B (Performance Report). This Performance Report shall include dated and executed documents demonstrating the weight and/or amount of litter and debris removed, including disposal receipts from authorized disposal sites and/or landfills. The DMAC may also request that LOCAL AGENCY provide photographs of the sites taken before and after LOCAL AGENCY's maintenance services are performed.
16. **Legal Disposal of Litter Collected.** LOCAL AGENCY shall make its own arrangements for the legal disposal of litter or debris materials to authorized disposal sites. LOCAL AGENCY shall not leave any filled litter bags, litter piles or other groups of litter assembled during its maintenance services along or in STATE Right of Way. Such litter groupings shall be removed out of STATE Right of Way each day LOCAL AGENCY performs the maintenance services in this AGREEMENT.
17. **Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines. LOCAL AGENCY shall make arrangements through the DMAC if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services.

18. Equipment and Supplies. LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibits A and B.

19. Legal Relations and Responsibilities.

19.1 No Third-party Beneficiaries. This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.

19.2 Indemnification. Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

19.3 Work-related Injuries. If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for

ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the DMAC within twenty-four (24) hours when any such incident has occurred.

20. Prevailing Wages and Labor Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT.


Self-Insured. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit C and identify the AGREEMENT number, and location as depicted in Exhibits A and B. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit C.

Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

21. **Budget Contingency.** STATE's payments to LOCAL AGENCY are contingent upon the Legislature appropriating sufficient funds under the Budget Act, the allocation of funding by the Clean California State Beautification Program of 2021 as appropriate, and the encumbrance of funding to STATE's District Office.
22. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. STATE may terminate this AGREEMENT for convenience or for cause upon thirty (30) day prior written notice to LOCAL AGENCY. LOCAL AGENCY may terminate this AGREEMENT upon thirty (30) day prior written notice to STATE.
23. **Term of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT and shall expire on June 30, 2024, unless terminated or amended.
24. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT as authorized under Streets and Highways Code Sections 114 and 130. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.
25. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

26. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE LOCAL AGENCY OF Fullerton


Dated: 07/07/2023 
Fred Jung (Jul 7, 2023 16:57 PDT)
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Mayor

INITIATED AND APPROVED:

Dated: 07/06/2023 
Eric Levitt (Jul 6, 2023 17:08 PDT)
Eric Levitt,
City Manager

Dated: 07/10/2023 
Lucinda Williams
City Clerk

APPROVED AS TO FORM

Dated: 07/07/2023 
Baron J. Bettenhausen (Jul 7, 2023 12:27 PDT)
Baron Bettenhausen,
Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
TOKS OMISHAKIN, Director

Dated: 07/11/2023 
By: Bobi C. Hettick

Title: Deputy District Director
Operations & Maintenance

EXHIBIT A

Route No.	Location	Description of Routing	Program Code
I-5/SR91	Magnolia Ave	Magnolia Ave undercrossing, shoulders	CLEANCADMA
SR91	Brookhurst St	On-ramps, off-ramps, undercrossing, shoulders	CLEANCADMA
SR91	Euclid St	On-ramps, off-ramps, undercrossing, shoulders	CLEANCADMA
SR91	Harbor Blvd	On-ramps, off-ramps, overcrossings, shoulders	CLEANCADMA
SR91	Raymond Ave	On-ramps, off-ramps, undercrossing, shoulders	CLEANCADMA
SR57	Chapman Ave	On-ramps, off-ramps, overcrossing, shoulders	CLEANCADMA
SR57	Nutwood Ave	On-ramps, off-ramps, undercrossing, shoulders	CLEANCADMA
SR57	Yorba Linda Blvd	On-ramps, off-ramps, overcrossing, shoulders	CLEANCADMA
SR57	Bastanchury Rd	Undercrossing and shoulders	CLEANCADMA
SR57	Rolling Hills Dr	Undercrossing and shoulders	CLEANCADMA
SR57	Associated Rd	Undercrossing and shoulders	CLEANCADMA
SR90/SR57	Imperial HWY	On-ramps, off-ramps, shoulders	CLEANCADMA

LOCATIONS		
#	CITY ROAD	CALTRANS
1	MAGNOLIA AVE.	SR5/SR91
2	BROOKHURST ST.	STATE ROUTE 91
3	EUCLID AVE.	STATE ROUTE 91
4	HARBOR BLVD.	STATE ROUTE 91
5	RAYMOND AVE	STATE ROUTE 91
6	CHAPMAN AVE	STATE ROUTE 57
7	NUTWOOD AVE	STATE ROUTE 57
8	YORBA LINDA BLVD	STATE ROUTE 57
9	BASTANCHURY RD	STATE ROUTE 57
10	ROLLING HILLS DR	STATE ROUTE 57
11	ASSOCIATED RD	STATE ROUTE 57
12	IMPERIAL HWY 90/ STATE ROUTE 57	

EXHIBIT A-1

CITY OF FULLERTON RIGHT OF WAY EXHIBIT

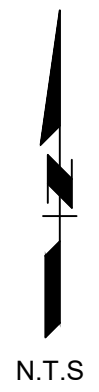
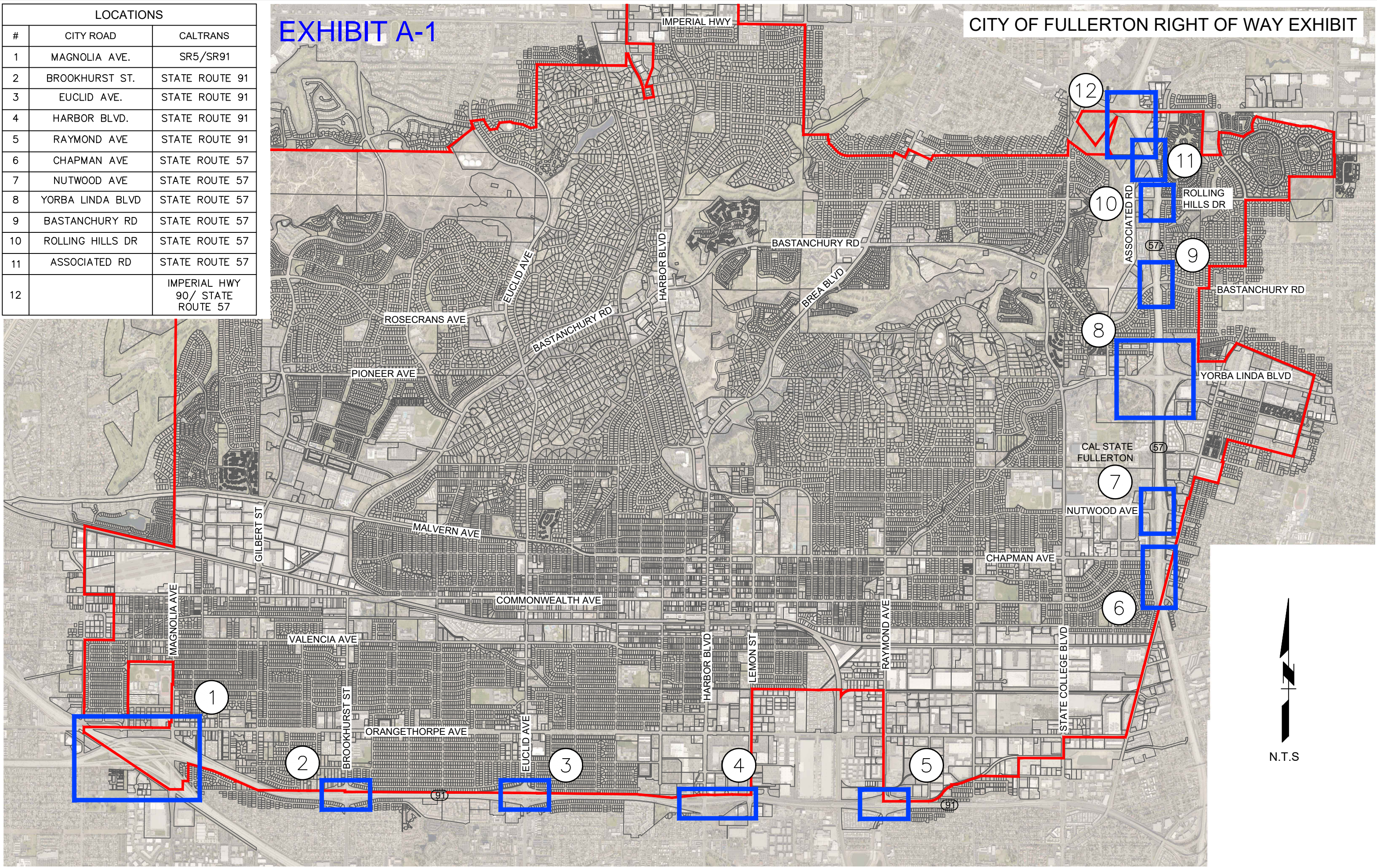


EXHIBIT B

BREAKDOWN & LISTING OF MAINTENANCE TASKS

Route No.	Location	Litter Disposal	Large Items	Graffiti Sq. Ft.	Traffic Control	Maximum Authorized Expenditures
I-5/SR91	Magnolia Ave	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR91	Brookhurst St	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR91	Euclid St	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR91	Harbor Blvd	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR91	Raymond Ave	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR57	Chapman Ave	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR57	Nutwood Ave	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR57	Yorba Linda Blvd	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR57	Bastanchury Rd	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR57	Rolling Hills Dr	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR57	Associated Rd	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST
SR90/SR57	Imperial HWY	LOCAL AGENCY	LOCAL AGENCY	NA	NA	ACTUAL COST

TOTAL MAXIMUM AUTHORIZED EXPENDITURES: \$210,500

EXHIBIT C
Evidence of Self-Insurance

[Documentation included in following pages]

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
- WITH PRODUCTS COMPLETED OPERATIONS COVERAGE AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE PART
BUSINESSOWNERS COMMON POLICY CONDITIONS

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G.	Waiver of Subrogation – Blanket
H.	Additional Insured – Extended Coverage

I. BLANKET ADDITIONAL INSURED PROVISIONS

- A. Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required by "**written contract**" to add as an additional insured on the Businessowners Liability Coverage Form.
- B.** The insurance provided to the additional insured is limited as follows:
 - 1. The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf in the performance of your ongoing operations specified in the "**written contract**"; or
 - c. "**Your work**" that is specified in the written contract but only for "**bodily injury**" or "**property damage**" included in the products completed operations hazard, and only if :
 - (1) The "**written contract**" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 - 2. Subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide such additional insured with:
 - a. Coverage broader than required by the "**written contract**";
 - b. A higher limit of insurance than required by the "**written contract**."

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- C. The insurance provided to the additional insured does not apply to **"bodily injury," "property damage,"** or **"personal and advertising injury"** arising out of:
- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.
- D. Notwithstanding anything to the contrary in the Other Insurance condition of the Businessowners Common Policy Conditions, this insurance is excess of all other insurance available to the additional insured, whether on a primary, excess, contingent or any other basis. But if required by the **"written contract,"** this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- E. Under **Businessowners Liability Conditions**, the **Duties in the Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured is amended as follows:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an **"occurrence"** or an offense which may result in a claim or **"suit"** under this insurance, and of any claim or **"suit"** that does result;
- b. Tender the defense and indemnity of any claim or **"suit"** to any other insurer or self insurer whose policy or program applies to all loss we cover under this Policy;
- c. Except as provided in Paragraph B.3. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Policy; and
- d. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or **"suit."**

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or **"suit."**

- F. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:
 - (1) The **"bodily injury"** or **"property damage"**; or
 - (2) The offense that caused the **"personal and advertising injury"**;

for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily Injury"** is deleted and replaced with the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "**occurrence,**" offense, claim or "**suit**" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

C. Estates, Legal Representative and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "**executive officer,**" director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

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2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

1. Any person or organization with whom you have a written contract that requires such a waiver.

H. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs 1. through 4. above;
- (2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

All other terms and conditions of the Policy remain unchanged.

CITY OF FULLERTON

CERTIFICATE OF SELF-INSURANCE

The City of Fullerton certifies that the following self-insurance programs are in force:

Type of Coverage	Self-Insured or Commercial Carrier	Policy Period	Limit of Liability
Comprehensive General Liability, Professional Liability, and Automobile Liability	Self-Insured	07/01/23 - 06/30/24	\$4,000,000
Workers' Compensation and Employer's Liability	Self-Insured	07/01/23 - 06/30/24	\$1,000,000 (Safety) \$750,000 (Non-Safety)

Evidence of insurance

Date: June 30, 2023



Laura Giannetti-Mercer
Human Resources Manager











Fullerton/Caltrans Clean California Maintenance Agreement

Final Audit Report

2023-07-11


Created:	2023-07-03
By:	Eric Corona (s148086@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAANfJv3XPIKtQ0eT6O1PgJ3bbrE8i-t_u

"Fullerton/Caltrans Clean California Maintenance Agreement" History


-  Document created by Eric Corona (s148086@dot.ca.gov)
2023-07-03 - 8:49:32 PM GMT
-  Document emailed to Eric Levitt (eric.levitt@cityoffullerton.com) for signature
2023-07-03 - 8:52:23 PM GMT
-  Email viewed by Eric Levitt (eric.levitt@cityoffullerton.com)
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-  Signer bjb@jones-mayer.com entered name at signing as Baron J. Bettenhausen
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-  Document e-signed by Baron J. Bettenhausen (bjb@jones-mayer.com)
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 Signer fred.jung@cityoffullerton.com entered name at signing as Fred Jung


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 Agreement completed.

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