

LAW ENFORCEMENT SURVEILLANCE DEVICES (LESD) MAINTENANCE AGREEMENT WITH CITY OF SAN LEANDRO

This LAW ENFORCEMENT SURVEILLANCE DEVICES (LESD) 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 San Leandro ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. PARTIES are authorized to enter into this AGREEMENT for the maintenance of the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. LESD was installed under Encroachment Permit Number 04-NMC-0759 on State Route(s) all identified under Exhibit A, which is attached and has been made part of this AGREEMENT. LESD equipment owned and operated by LOCAL AGENCY and its law enforcement agencies for the purpose of law enforcement investigations and surveillance, including but not limited to Closed-Circuit Television (CCTV) cameras and associated communication equipment (wireless and similar), supporting electrical network, automated license plate readers, shot spotter technology, wireless backbone infrastructure and associated hardware and software within locations identified in Exhibit A.
3. This AGREEMENT and the Permit define the responsibilities of LOCAL AGENCY such as, but not limited to, operations, maintenance, repair, replacement, reinstallation, removal, and relocation of LESD.
4. This AGREEMENT shall specify the LOCAL AGENCY's costs associated with the operation, maintenance, repair, replacement, reinstallation, removal, and relocation of LESDs at locations listed in Exhibit A.
5. This AGREEMENT shall not be applicable to Red Light Enforcement Devices. LOCAL AGENCY shall conform to the terms in Traffic Operations Policy 14-01 REV1, dated January 2016 by applying for a separate encroachment permit for installation of Red-Light Enforcement Devices within its jurisdictional limits.
6. The PARTIES may have executed [a] prior Electrical Facilities Cost Sharing Agreement(s) covering electrical devices other than LESDs within LOCAL AGENCY's jurisdictional limits. This AGREEMENT does not supersede the prior

Electrical Facilities Cost Sharing Agreement(s). Such prior Electrical Facilities Cost Sharing Agreement(s) will remain in full force and effect.

7. Party Representatives and Notices:

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 indicated in Exhibit C which is attached to and made a part of this Agreement.

OPERATIVE PROVISIONS

1. **Device Installation.** LOCAL AGENCY shall apply for a separate encroachment permit to install any new LESD that are not expressly identified in Exhibit A. LOCAL AGENCY shall be responsible for any cost associated with modifications made to State-owned infrastructure to accommodate the added demand due to the newly installed LESDs. All installations of LESD shall meet applicable STATE design specifications and guidelines.
2. **Maintenance.** LOCAL AGENCY shall be responsible for performing maintenance, repairs, replacements, reinstallations, removals, and relocations of LESD and associated costs. LOCAL AGENCY shall be responsible for all respective costs associated with any damage(s) to STATE- owned infrastructure caused by the LOCAL AGENCY's operation and maintenance activities of LESD.
3. **Maintenance Service Schedule.** Upon approval of the necessary Encroachment Permit to perform maintenance, LOCAL AGENCY shall provide STATE's District Area Maintenance Superintendent, at least twenty-four (24) hour prior telephone or email notice before performing any maintenance services under this AGREEMENT. LOCAL AGENCY shall notify the STATE of the frequency of its maintenance services. Maintenance services shall be performed between the hours of 9:00 AM and 03:00 PM or otherwise authorized by STATE and may be performed on weekends and holidays if necessary.
4. **Device Removal.** STATE shall revoke the encroachment permit granted to LOCAL AGENCY by giving a 5-business day written notice to remove a concerning LESDs that create, or STATE deems, a safety hazard to the traveling public and/or STATE- owned infrastructure within STATE Right-of Way. LOCAL AGENCY shall duly remove the LESD at their own costs. Upon failure to remove LESD by 5 business days or within the extended time provided by STATE, STATE shall so remove the concerned LESD and invoice the LOCAL AGENCY for the costs which shall be paid within date specified in the invoice(s). Upon removal

of LESDs the Exhibit A shall be amended 30 calendar days after the removal of LESD or before the next billing cycle to reduce the reimbursement costs of the LOCAL AGENCY.

5. **Storage of Removed Device** STATE shall store any removed LESDs in a nearby STATE maintenance yard for up to 30 calendar days from initial notification to LOCAL AGENCY. If LOCAL AGENCY does not collect the LESD within 30 calendar days from initial notification, STATE reserves the right to dispose of the LESD without any further notification, and LOCAL AGENCY waives any right to compensation for the disposed LESD. Any disposal fees accrued by the STATE shall be invoiced to the LOCAL AGENCY.
6. **Device Reinstallation.** STATE shall make reasonable efforts to notify LOCAL AGENCY after the repair of any damaged State-owned infrastructure is complete to allow for LOCAL AGENCY to repair or reinstall their LESD equipment if necessary. Device reinstallation shall follow the requirements in STATE's Encroachment Permits Manual, section 508.12, Law Enforcement Surveillance Devices.
7. **Costs of Additional Energy Utilization.** LOCAL AGENCY and STATE have determined under Exhibit A, the costs reimbursable to STATE for LESDs including, but not limited to, additional energy utilization, required modifications to State-owned infrastructure to handle the added demand, both structural and utility based.
8. **Billing.** STATE shall bill LOCAL AGENCY [quarterly/biannually, etc.] in arrears for LOCAL AGENCY's reimbursement amount towards LESD energy costs listed in Exhibit A and any respective costs associated with any damage(s) to State-owned infrastructure caused by the LOCAL AGENCY's maintenance activities of LESD.
9. **Amendment to Agreement.** This AGREEMENT may only be amended by a written agreement executed by all PARTIES. However, Exhibits can be modified, replaced, or supplementing pages by the written concurrence of representatives of respective PARTIES who are authorized to executed contracts. The most current fully executed Exhibits supersedes any previous Exhibits.
10. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.

11. **Encroachment Permits.** STATE shall issue, upon proper application, the encroachment permits required to perform maintenance within STATE Right-of Way. LOCAL AGENCY, its contractors, and authorized agents will not work within the State highway right-of-way without an encroachment permit issued to the LOCAL AGENCY. The encroachment permit shall list any and all contractors and agents allowed to work under it. STATE shall issue encroachment permits to LOCAL AGENCY at no cost. If the encroachment permits and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
12. **Traffic Control.** LOCAL AGENCY shall provide all traffic control measures as per the terms stated in the General and Special Provisions of the encroachment permit obtained to engage in the maintenance, repairs, replacements, reinstallations, removals, and relocations of LESDs under this AGREEMENT.
13. **Personal Data.** STATE shall not have access to or control of the collected personal data through the LOCAL AGENCY's LESDs. LOCAL AGENCY shall ensure that the STATE will not have access to the data collected by the LESDs.
14. **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 STATE if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services. Dependent on the safety aspects of the work site, STATE's personnel shall not be required to be at the worksite but shall be within the geographic area to respond to emergencies.
15. **Budget Contingency.** STATE's obligations assumed under this AGREEMENT shall be contingent upon the Legislature appropriating sufficient funds under the Budget Act and the encumbrance of funding to the STATE's District Office.
16. **Legal Relations and Responsibilities.**
 - 16.1 **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.

- 16.2 **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.

- 16.3 **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.
17. **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.

18. **Insurance**

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 B and identify the AGREEMENT number, and location as depicted in Exhibits A. 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 B.

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.

19. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY, and LOCAL AGENCY's failure to comply with the provisions of this AGREEMENT may be grounds for revocation of permit(s) issued by STATE, for the LESD within STATE Right of Way.

20. **Effective Date.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.

21. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. 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.

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

THE CITY OF SAN LEANDRO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
City Manager

ATTEST:

By: _____
CITY Clerk

By: _____
LEAH BUDU Date
Deputy District Director
Maintenance District 4

Approved as to form:

By: _____
CITY Attorney

Exhibit A

LESDs attached to State Asset

<u>Route and PM</u>	<u>Location</u>	<u>EP or Cooperative Agreement number.</u>	<u>Type of Facility</u>	Maintenance Cost paid by LOCAL AGENCY
185 PM4.23	E 14 th Street & 144 th Ave.	EP0424- NMC-0759	License Plate Reader	100 %
185 PM 5.12	E 14 th Street & Warren Ave.	EP0424- NMC-0759	License Plate Reader	100 %
185 PM6.52	E 14 th Street & Broadmoor Blvd.	EP 0424- NMC-0759	License Plate Reader	100%
185 PM 6.53	E 14 th Street & Farrelly Dr.	EP0424- NMC-0759	License Plate Reader	100%

City of San Leandro

Civic Center, 835 E. 14th Street
San Leandro, California 94577
www.sanleandro.org



EXHIBIT B LETTER CERTIFYING CITY OF SAN LEANDRO'S SELF-INSURED STATUS

May 28, 2024

Department of Transportation
PO Box 23660 MS4A
Oakland, CA 92623
Attn: Waddah Al-Zireeni

SUBJECT: Statement of Self Insurance for the City of San Leandro for Law Enforcement Surveillance Devices Maintenance Agreement with California Department of Transportation for the License Plate Reader on SR 185

Dear Mr. Al-Zireeni:

This letter certifies that the City of San Leandro is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.: commercial general liability and automobile liability insurance). Further, the city is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as part of its budgetary process, the City appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the City.

The City certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in Section 18 (Insurance) of the Law Enforcement Surveillance Devices Maintenance Agreement, specifically general liability, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate a \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

[Megan Stephenson \(Jun 6, 2024 16:23 PDT\)](#)
Megan Stephenson, Risk Manager
www.sanleandro.org

Juan González III, Mayor

City Council:

Victor Aguilar, Jr.

Xouhoa Bowen

Bryan Azevedo

Fred Simon

Peter Ballew

Sbeydeh Viveros-Walton



Self-Insured Statement to Caltrans RE LESD Maintenance Agreement

Final Audit Report

2024-06-06

Created:	2024-05-29
By:	Leticia Naranjo (lnaranjo@sanleandro.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUhsZBjq0bDFbmujGrQe8ozNb6CuHPY31

"Self-Insured Statement to Caltrans RE LESD Maintenance Agreement" History







-  Document created by Leticia Naranjo (lnaranjo@sanleandro.org)
2024-05-29 - 0:28:21 AM GMT
-  Document emailed to Megan Stephenson (mstephenson@sanleandro.org) for signature
2024-05-29 - 0:28:25 AM GMT
-  Email viewed by Megan Stephenson (mstephenson@sanleandro.org)
2024-06-06 - 11:22:55 PM GMT
-  New document URL requested by Megan Stephenson (mstephenson@sanleandro.org)
2024-06-06 - 11:22:59 PM GMT
-  Document e-signed by Megan Stephenson (mstephenson@sanleandro.org)
Signature Date: 2024-06-06 - 11:23:22 PM GMT - Time Source: server
-  Agreement completed.
2024-06-06 - 11:23:22 PM GMT

Exhibit C

PARTY Representatives Contact information.

LOCAL AGENCY

Attn: Name of Project Manager: Javier Perez

Address: 835 E 14th Street

City, Zip: San Leandro, 94577

Contact Number: (510)577-3399

STATE

Attn: Maintenance Manager II-Specialty

Address: 30 Rickard Street

City, Zip: San Francisco, 94134

Contact Number:(415)699-9055