

**GATEWAY MONUMENT MAINTENANCE AGREEMENT  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE 50 WITHIN THE COUNTY OF EL DORADO**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of El Dorado, acting by and through the Department of Transportation, hereinafter referred to as "COUNTY" and the Community Economic Development Association of Pollock Pines a 501 (c) 3 not-for-profit organization; hereinafter referred to as "CEDAPP" and collectively referred to as "PARTIES".

**SECTION I RECITALS**

1. CEDAPP desires to place a Pollock Pines Gateway Monument including support posts, herein referred to as "MONUMENT", within the State of California, Department of Transportation, hereinafter referred to as "STATE", right of way on US Route 50, as shown in Exhibit A, attached to and made a part of this agreement.
2. STATE has conceptually agreed to CEDAPP's request to place the MONUMENT within the right of way by way of Encroachment Permit; however, STATE requires a maintenance agreement to address the responsibilities for the placement and maintenance of the MONUMENT. Furthermore, STATE has indicated it will not enter into such an agreement directly with CEDAPP; however, STATE has indicated it will enter into such an agreement with COUNTY.
3. COUNTY desires to assist CEDAPP in their efforts to place the MONUMENT, and act as an intermediary between STATE and CEDAPP for the purposes of the placement and maintenance of the MONUMENT.
4. COUNTY has conceptually agreed to, upon execution of this agreement, simultaneously, or at a later date, enter into a maintenance agreement between COUNTY and STATE to allocate their respective obligations relative to placement and maintenance of the MONUMENT hereinafter referred to as "STATE AGREEMENT".
5. COUNTY does not desire to assume undue obligations, cost, or liability for the MONUMENT, and desires to pass through the obligations, costs, and liability incurred by entering into STATE AGREEMENT to CEDAPP.
6. COUNTY desires to have this agreement between COUNTY and CEDAPP constitute the legal mechanism to pass through the obligations, costs, and liability associated with the MONUMENT and STATE AGREEMENT to CEDAPP.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

## SECTION II AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, COUNTY and CEDAPP agree as follows:
  - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of MONUMENT as shown on said Exhibit "A."
  - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with COUNTY's or STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
2. CEDAPP agrees, at CEDAPP's expense, to do the following:
  - 2.1. CEDAPP may contract authorizing a licensed contractor with appropriate class of license in the State of California to install and thereafter will MAINTAIN MONUMENT conforming to the plans and specifications (PS&E) pre-approved by STATE.
  - 2.2. The degree or extent of maintenance work to be performed, and the standards therefor, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
  - 2.3. CEDAPP shall submit the final form of the MOUNUMENT'S PS&E, prepared, stamped, and signed by a licensed engineer, for MONUMENT to COUNTY and STATE's District Permit Engineer for review and approval and shall obtain and have in place a valid necessary encroachment permit, prior to the start of any work within STATE's right of way. The proposed MONUMENT must meet STATE's applicable standards.
  - 2.4. CEDAPP shall ensure that MONUMENT is provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.

- 2.5. An encroachment permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way. Changes to the scope of work include, but are not limited to changes in the size, shape, color, pattern, materials, locations, supporting posts, lighting, and wording of MONUMENTS. Such changes shall require advanced approval by COUNTY and STATE.
- 2.6. CEDAPP shall be required to obtain an encroachment permit for any repair work and changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- 2.7. CEDAPP and CEDAPP contractors shall be required to obtain an encroachment permit prior to the start of any work within STATE's right of way.
- 2.8. To remove MONUMENT and restore STATE owned areas to a safe and attractive condition acceptable to COUNTY and STATE in the event this Agreement is terminated, as set forth herein.
- 2.9. To inspect MONUMENT on a regular monthly or weekly basis to ensure the safe operation and condition of the MONUMENT.
- 2.10. To expeditiously MAINTAIN, replace, repair, or remove from service any MONUMENT component that has become unsafe or unsightly.
- 2.11. To MAINTAIN MONUMENT within the Agreement limits of the STATE highway right of way, as shown on Exhibit A. MAINTENANCE includes, but is not limited to, restoration work to maintain the integrity of the approved MONUMENT, and to remove dirt, debris, graffiti, advertising, weeds, and any deleterious item or material on or about MONUMENT in an expeditious manner.
- 2.12. To conform to current STATE policies and guidelines for graffiti removal, which require prompt removal of offensive messages and timely removal of graffiti.
- 2.13. Maintenance practices shall protect air and water quality as required by law.
- 2.14. To allow random inspection of MONUMENT by a COUNTY or STATE representative.
- 2.15. To keep the entire MONUMENT area policed and free of litter and deleterious material.

2.16. To remove MONUMENT, whenever, in the opinion of COUNTY or STATE, that it creates a safety or operational concern due to deterioration or inadequate maintenance. In the event CEDAPP fails to maintain, repair, rehabilitate, or remove MONUMENT in a timely manner, COUNTY or STATE may remove MONUMENT sixty (60) days following written notification to CEDAPP, and COUNTY or STATE will bill CEDAPP for all costs associated with the removal and restoration of STATE owned area to its original condition.

2.17. All work by or on behalf of CEDAPP shall be done at no cost to COUNTY or STATE.

3. COUNTY agrees to do the following:

3.1. May provide CEDAPP with timely written notice of unsatisfactory conditions that require correction by CEDAPP. However, the non-receipt of notice does not excuse CEDAPP from maintenance responsibilities assumed under this Agreement.

3.2. COUNTY and STATE reserves the right to remove MONUMENT due to construction, rehabilitation, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of CEDAPP. COUNTY or STATE will provide a sixty (60)-day written notice to CEDAPP of its intent to remove MONUMENT to allow for timely removal and salvage by CEDAPP.

3.3. COUNTY and STATE reserves the right to remove MONUMENT or alter parts that present an immediate safety hazard to the public without delay or advanced notification to CEDAPP.

4. LEGAL RELATIONS AND RESPONSIBILITIES:

4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction, and maintenance of these STATE highway improvements or CEDAPP facilities different from the standard of care imposed by law.

4.2. If during the term of this Agreement, CEDAPP should cease to MAINTAIN the MONUMENT to the satisfaction of COUNTY or STATE as provided by this Agreement, COUNTY or STATE may either undertake to perform that MAINTENANCE on behalf of CEDAPP at CEDAPP's expense or direct CEDAPP to remove or itself remove MONUMENT at CEDAPP's sole expense and restore STATE's right of way to its prior or safe operable condition. CEDAPP hereby agrees to pay said COUNTY or

STATE expenses, within thirty (30) days of receipt of billing by COUNTY or STATE. However, prior to COUNTY or STATE performing any MAINTENANCE or removing MONUMENT, COUNTY or STATE will provide written notice to CEDAPP to cure the default and CEDAPP will have sixty (60) days within which to affect that cure.

- 4.3. Neither COUNTY or STATE 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 CEDAPP under or in connection with any work, authority, or jurisdiction arising under this Agreement. It is understood and agreed that CEDAPP shall fully defend, indemnify, and save harmless COUNTY and STATE and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CEDAPP under this Agreement.

## 5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CEDAPP must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, articles 1-7. CEDAPP agrees to include prevailing wage requirements in its contracts for public work. Contractor and any authorized subcontractors shall be registered with the California Department of Industrial Relations.
- 5.2. Requirements in Subcontracts - CEDAPP shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CEDAPP's contracts

## 6. INSURANCE :

- 6.1. CEDAPP agrees to deliver evidence of insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming COUNTY and STATE, its officers, agents, employees and volunteers as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a

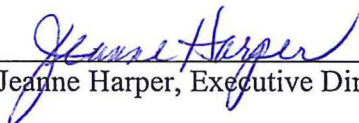
certificate of insurance in a form satisfactory to COUNTY that shall be delivered to the COUNTY with a signed Agreement.

- 6.2. INSURED using Contractor - If the work performed on the MONUMENT is done under contract, CEDAPP shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the COUNTY and STATE, its officers, agents, employees and volunteers as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the COUNTY that shall be delivered to COUNTY with a signed Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CEDAPP's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by COUNTY.
8. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by COUNTY for cause.

PARTIES have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

COMMUNITY ECONOMIC  
DEVELOPMENT ASSOCIATION OF  
POLLOCK PINES

By:   
Jeanne Harper, Executive Director

ATTEST:

By: \_\_\_\_\_

THE COUNTY OF EL DORADO

By: \_\_\_\_\_  
Michael Ranalli, Chair, Board of  
Supervisors

ATTEST:

By: \_\_\_\_\_  
County Clerk

GATEWAY MONUMENT - MAINTENANCE AGREEMENT WITH EL DORADO COUNTY

EXHIBIT A

PAGE 1 OF 2



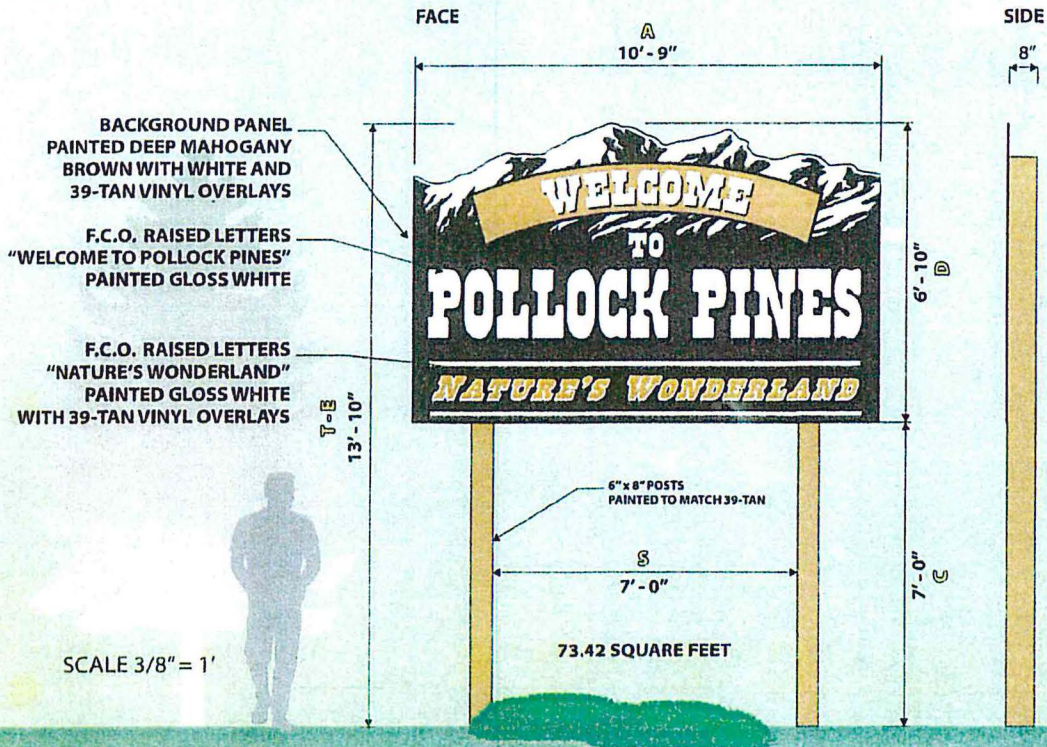
LOCATION MAP

ENCROACHMENT PERMIT # \_\_\_\_\_

ED 50 PM 30.38

CEDAPP  
POLLOCK PINES, CA

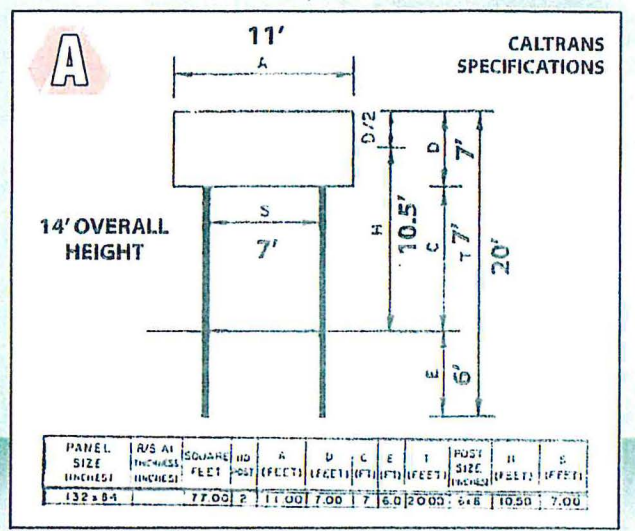
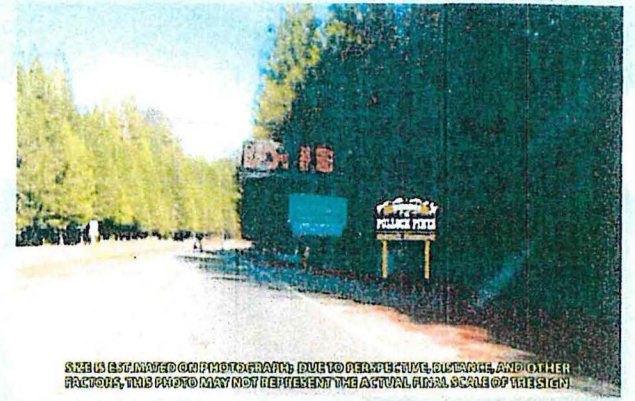
**A**



BACKGROUND PANEL  
PAINTED DEEP MAHOGANY  
BROWN WITH WHITE AND  
39-TAN VINYL OVERLAYS

F.C.O. RAISED LETTERS  
"WELCOME TO POLLOCK PINES"  
PAINTED GLOSS WHITE

F.C.O. RAISED LETTERS  
"NATURE'S WONDERLAND"  
PAINTED GLOSS WHITE  
WITH 39-TAN VINYL OVERLAYS



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SALESPERSON Kelli Wills  
ILLUSTRATION Perry Wilson  
LOCATION Pollock Pines, CA  
DATE 04/01/15  
REVISED 03/30/16  
08/29/16  
03/31/17  
05/18/17  
11/27/17

CUSTOMER APPROVAL *[Signature]* (CEDAPP) DATE 11/27/17

LANDLORD APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

SALESPERSON SIGNOFF \_\_\_\_\_ DATE \_\_\_\_\_

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