

**ADDENDUM NO. 1 Delegated Maintenance Agreement with the City of Westminster
for the term June 30, 2025- June 30, 2027**

This ADDENDUM NO. 1 to the Delegated Maintenance Agreement identified below (ADDENDUM), entered into and effective on _____, 2025, is between the State of California, acting by and through its Department of Transportation, referred to herein as “STATE”, and the City of Westminster hereinafter referred to as “CITY.”

RECITALS:

1. STATE and CITY, collectively referred to herein as “PARTIES”, entered into an agreement on September 3, 2024 entitled “Delegated Maintenance Agreement with the City of Westminster (AGREEMENT). AGREEMENT defined the terms and conditions applicable to CITY’s maintenance responsibilities within the State’s right of way.
2. As per Article nos. 12 and 13 of the AGREEMENT, additional expenditure per route or for specific projects may be made by the STATE.

IT IS THEREFORE MUTUALLY AGREED:

3. As per Articles 12 and 13 of the AGREEMENT, STATE agrees to provide an additional one-time funding of \$200,000.00 for litter pickup operations only. This one-time funding must be expended no later than June 30, 2027 and must only be expended for litter pickup operations.
4. The following table indicates the amount of money available to expend for the maintenance operations under this AGREEMENT through June 30, 2027.

Route No.	Existing Annual Expenditure	Additional one-time funding available through June 30, 2027
22 39	\$23,000	\$75,000.00
405 39	\$0	\$125,000.00
Total	\$23,000	\$200,000.00

5. The above table adds a new location along I-405 postmiles ORA-16.33/16.85 and SR-39 postmiles ORA-5.65/5.98, also known as the I-405/Beach Boulevard ramp interchange, within the CITY limits.

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6. The purpose of this ADDENDUM is to provide a one-time funding of \$200,000 to be expended through June 30, 2027, for performing litter pickup operations under this AGREEMENT and the additional location shown on Article No.5 of this ADDENDUM.
7. As per this ADDENDUM, until June 30, 2027, the frequency of the operation shall be fortnightly.
8. CITY shall submit billing invoices to STATE not more frequently than a quarter. Each billing invoice shall include all of the following:
STATE's AGREEMENT number.
Date(s) of services.
Location of services;
Number of hours and hourly rates;
Receipts for trash disposal; and
Receipts for equipment, materials and supplies.
9. STATE shall pay CITY for the maintenance services satisfactorily performed up to, not exceeding, the amount shown on Exhibit A and the ADDENDUM.
10. All other terms and conditions of AGREEMENT shall remain in full force and effect.
Each individual executing this ADDENDUM on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this ADDENDUM as authorized under Streets and Highways Code Sections 114 and 130. CITY represents and certifies that it has, through its regular political process, authorized the execution of this ADDENDUM by appropriate resolution, delegation, or plenary authority as required.
11. This ADDENDUM NO. 1 is deemed to be part of AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this ADDENDUM No. 1 to be duly executed and delivered as of the above date.

THE CITY OF WESTMINSTER

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor
City of Westminster

By: _____
Deputy District Director of Maintenance
District 12

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Approved:

By: _____
City Manager

Attest:

By: _____
City Clerk