

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

CERTIFICATE NUMBER
(FOR COMPTROLLER'S USE ONLY)
3000004548

TO:
CITY COUNCIL

FROM (ORIGINATING DEPARTMENT):
Park and Recreation

DATE:
10/07/2011

SUBJECT: Agreement for Landscape Maintenance within State Highway Right of Way on State Route 905 within the City Of San Diego funded by the Otay International Center Maintenance Assessment District (LMA 11-8296)

PRIMARY CONTACT (NAME, PHONE):
Andrew Field,(619) 685-1307 MS 5D

SECONDARY CONTACT (NAME, PHONE):
Rosa Lopez, (619) 685-1316 MS 5D

COMPLETE FOR ACCOUNTING PURPOSES

FUND	200058				
DEPT / FUNCTIONAL AREA	OTHR-00000000-CL				
ORG / COST CENTER	1714151622				
OBJECT / GENERAL LEDGER ACCT	512134				
JOB / WBS OR INTERNAL ORDER	N/A				
C.I.P./CAPITAL PROJECT No.	N/A				
AMOUNT	\$114,536.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): \$73,599 has already been encumbered under PO #4500023736 and the difference of \$40,937 will need to be certified. Area is currently being maintained through a temporary permit issued by Caltrans.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Liaison Office	ORIG DEPT.	LoMedico, Stacey	10/7/2011
Environmental Analysis	CFO		
Financial Management	DEPUTY CHIEF		
Comptroller	COO		
Equal Opportunity Contracting	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor to execute a Landscape Maintenance Agreement with the State of California Department of Transportation that authorizes the City to maintain landscaping within the State Route 905 freeway rights of way within the Otay International Center Maintenance Assessment District;

2. Authorizing the Chief Financial Officer to expend \$114,536 from Fund 200058, Otay International Center Maintenance Assessment District in Fiscal Year 2012 for the purpose of maintaining landscaping within the State Route 905 freeway rights of way between Postmiles 11.16 and 11.69 including the Siempre Viva Road interchange and Airway Road grade separation in accordance with this landscape maintenance agreement; and

3. Authorizing the Mayor or his designee to fund the landscape maintenance agreement in future fiscal years contingent upon adoption of the resolution authorizing the levy of assessments within the Otay International Center Maintenance Assessment District and adoption of the Annual Budget Appropriation Ordinance for the applicable fiscal year, and provided that the Chief Financial Officer first furnishes one or more certificates that the funds necessary for expenditure are, or will be, on deposit in the City Treasury.

4. In the event the Otay International Center Maintenance Assessment District is disbanded by City Council action: (a) Authorizing the Mayor or his designee to appropriate and expend funds from the Otay International Center Maintenance Assessment District reserves to remove existing landscaping and restore area to a landscape standard approved by Caltrans for long-term maintenance by the State and (b) directing staff to ensure, through the annual budgeting process, that at least \$100,000 is available in the Otay International Center Maintenance Assessment District reserves at all times for this purpose.

STAFF RECOMMENDATIONS:

Staff recommends the City Council approve the agreement and authorize the Mayor, or his designee, to commence landscape maintenance services along State Route 905 freeway rights of way as provided in the agreement.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S):	8
COMMUNITY AREA(S):	Otay Mesa
ENVIRONMENTAL IMPACT:	This project (contract for landscape maintenance services) is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 ("Maintenance of Existing Facilities") of the State CEQA guidelines.
CITY CLERK INSTRUCTIONS:	Please contact Rosa Lopez at (619) 685-1316 when the resolutions are available.

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 10/07/2011

ORIGINATING DEPARTMENT: Park and Recreation

SUBJECT: Agreement for Landscape Maintenance within State Highway Right of Way on State Route 905 within the City Of San Diego funded by the Otay International Center Maintenance Assessment District (LMA 11-8296)

COUNCIL DISTRICT(S): 8

CONTACT/PHONE NUMBER: Andrew Field/(619) 685-1307 MS 5D

DESCRIPTIVE SUMMARY OF ITEM:

This action would execute Landscape Maintenance Agreement LMA 11-8296 with the State of California Department of Transportation (Caltrans) District 11. This agreement would authorize the City, on behalf of the Otay International Center (OIC) Maintenance Assessment District (MAD), to accept maintenance, care, and upkeep of landscaping along the State Route 905 freeway near the Siempre Viva Road interchange and Airway Road grade separation. This agreement covers the portion of State Route 905 designated as 11-SD-905 between Postmile (PM) 11.16 and PM 11.69. Funding for maintenance would be provided by the OIC MAD.

STAFF RECOMMENDATION:

Staff recommends the City Council approve the agreement and authorize the Mayor, or his designee, to commence landscape maintenance services along State Route 905 freeway rights of way as provided in the agreement.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

Landscaping on several roadway corridors through the business park area along Paseo Internacional north of the Otay Mesa Port of Entry have been maintained by the Otay International Center Maintenance Assessment District (OIC MAD) since 1994. The State of California constructed the State Route 905 freeway through the OIC MAD starting in 2004 along Paseo Internacional, and a Freeway Maintenance Agreement between the City and State was approved in 2005. Property owners within the OIC MAD desire an enhanced level of landscaping above that typically provided by Caltrans. Therefore, property owners have asked the City to maintain the freeway landscaping as part of the OIC MAD. The City Council approved an agreement in 2008 to that end, but the State determined the 2008 agreement was insufficient and not to its standards. Staff is returning to Council to request approval of an updated 2011 agreement that incorporates the State's desired terms and conditions; this action will allow the City, through the OIC MAD, to maintain enhanced, ornamental landscaping along State Route 905. The Assessment Engineer's Report for OIC MAD supports this special benefit accrued to the properties close to State Route 905 (Paseo Internacional).

FISCAL CONSIDERATIONS:

Funding in the amount of \$114,536 is available from the Otay International Center Maintenance Assessment District in Fiscal Year 2012 for landscape maintenance prescribed in the agreement. Future costs are contingent upon City Council approval of future assessment levies and the annual appropriation ordinance.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

The City Council approved the Freeway Maintenance Agreement for this segment of State Route 905 with the State on October 10, 2005, per Resolution R-300903. The City Council authorized the 2008 State Route 905 Landscape Maintenance Agreement on May 27, 2008, per Resolution R-303712 (this agreement was never executed as the State declined to sign it). The City Council authorized approval of updated assessment engineer's reports and annual levy of assessments for the Otay International Center Maintenance Assessment District on July 26, 2011, per Resolution R-306955.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Staff has met regularly with the Otay International Center Maintenance Assessment District Citizens Advisory Committee over the past several years to realize an enhanced, beautified landscape along State Route 905 upon entry to the Otay Mesa community from Tijuana, Baja California, Mexico. Through the advisory committee, property owners have expressed their support to continue the enhanced landscaping just north of the Port of Entry.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:Key stakeholders in this process are the property owners that are assessed as part of the Maintenance Assessment Districts program and the State of California Department of Transportation (Caltrans), which owns the State Route 905 freeway. The Otay International Center Maintenance Assessment District Citizens Advisory Committee, which meets with City staff in accordance with San Diego Municipal Code §65.0209 and §65.0210, supports this action.

LoMedico, Stacey
Originating Department

Deputy Chief/Chief Operating Officer



THE CITY OF SAN DIEGO

REPORT TO THE CITY COUNCIL

DATE ISSUED: October 26, 2011

REPORT NO.: 11-137

ATTENTION: Honorable Council President and City Council

SUBJECT: Agreement for Landscape Maintenance within State Highway Right of Way on State Route 905 within the City Of San Diego funded by the Otay International Center Maintenance Assessment District (LMA 11-8296)

COUNCIL DISTRICT: 8

CONTACT/PHONE NUMBER: Andrew Field, (619) 685-1307, MS 5D

REQUESTED ACTIONS:

Council approval is requested to execute Landscape Maintenance Agreement LMA 11-8296 with the State of California Department of Transportation (Caltrans) District 11 (see Attachment 1). This agreement would authorize the City, on behalf of the Otay International Center (OIC) Maintenance Assessment District (MAD), to accept maintenance, care, and upkeep of landscaping along the State Route 905 freeway near the Siempre Viva Road interchange and Airway Road grade separation. This agreement covers the portion of State Route 905 designated as 11-SD-905 between Postmile (PM) 11.16 and PM 11.69. Funding for maintenance would be provided by the OIC MAD.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the agreement and authorize the Mayor, or his designee, to commence landscape maintenance services along State Route 905 freeway rights of way as provided in the agreement.

BACKGROUND:

Maintenance Assessment Districts Program Overview

Maintenance Assessment Districts (MADs) are authorized by law to assess benefiting property owners for landscape and lighting maintenance and other service activities. These activities must provide a special benefit above the standard level of service provided by the City. Maintenance

areas may include but are not limited to landscaped and paved medians, landscaped right-of-ways and slopes, open space, parks, ponds, flood control channels, monuments, decorative street lighting, decorative gates, community signage, and banners. MADs may also provide for cleaning of curbs and gutters, sweeping sidewalks, and security services.

The City of San Diego's Park and Recreation Department currently administers 49 of the 57 MADs located throughout the City. The Economic Development Division administers the remaining eight MADs, mostly in conjunction with existing Business Improvement Districts. MADs are authorized by the State of California and provided for in the Landscape and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code), applicable provisions of Proposition 218 (Article XIID of the California Constitution), and provisions of the San Diego Municipal Code §65.201 et seq.

Under the provisions of these laws, the City may assess properties based on the amount of benefit each property will receive. To form a new district, the City ballots property owners. Each ballot is weighted based on the amount of maximum annual assessment for the parcel. If a majority of the ballots returned are in favor of forming an assessment district, the district may be formed by resolution of the City Council. Each year, the City Council authorizes approval of updated assessment engineer's reports and annual levy of assessments in each district. The most recent action for Fiscal Year 2012 was taken on July 26, 2011.

District Background

The Otay International Center (OIC) MAD was formed on July 12, 1994, to provide landscape maintenance services for several roadway corridors along Paseo Internacional (State Route 905), Siempre Viva Road, Airway Road, and other intersecting streets within the business park development (per Resolution R-284276). This district was rebaloted and approved for cost-indexing of assessments in accordance with Proposition 218 on July 17, 2000, per Resolution R-293462. Located within the Otay Mesa Community Planning Area, the district maintains enhanced parkway and median landscaping along and adjacent to street rights of way. Services include removing trash, edging and pruning ornamental landscape, trimming trees, and irrigating planted areas. All landscape maintenance activities in the OIC MAD are provided by contract.

State Route 905 Freeway

A freeway connection between the Otay Mesa Port of Entry and the San Diego freeway network has been included in regional and community planning documents for decades. Designated as State Route 905, the State of California (State) has constructed the freeway in stages over the past ten years. Prior to completion of State Route 905, a local arterial street (Paseo Internacional) provided the connection from the Port of Entry to Otay Mesa Road and from there west to Interstate 805 and Interstate 5. Property owners adjacent to the Port of Entry formed the OIC MAD to care for landscaping and beautification along Paseo Internacional and intersecting streets.

Construction of the State Route 905 freeway resulted in removal of the enhanced landscaping along Paseo Internacional, as the freeway was built on top of the original Paseo Internacional alignment. At that time, the State agreed to install comparable decorative landscaping along the

State Route 905 freeway if the City, through the OIC MAD, would agree to maintain the enhanced landscaping as authorized in the Assessment Engineer's Report.

As part of the upgrade of Paseo Internacional to freeway standards, the City entered into a Freeway Maintenance Agreement with the State per Resolution R-300903 on October 10, 2005. In this agreement, the City agreed and consented to certain adjustments to the local street system required for the development of a portion of the State Route 905 freeway (11-SD-905) within the jurisdictional limits of the City just north of the international Port of Entry. That portion of freeway was completed and is currently open to traffic.

Landscape Maintenance along State Route 905 and Proposed Agreement

Typically, the State provides landscaping along its freeway rights of way at a certain standard level. Property owners in the OIC MAD have asked for a higher level of ornamental landscaping above Caltrans standards, including palms, decorative shrubs, colorful landscaping, and mulch. The State prepared landscaping plans for State Route 905 that incorporated more decorative plants than typically found on most state freeways.

To ensure that these plants would be maintained at a higher level in perpetuity, the City and State prepared an agreement to clarify the divisions of landscape maintenance responsibility for areas lying within and adjacent to the freeway rights-of-way, specifically between Postmile (PM) 11.16 and PM 11.69 (section of State Route 905/Paseo Internacional that incorporates the landscaping at the Siempre Viva Road interchange, Airway Road grade separation, and intervening segment of both sides of the freeway). An agreement to this effect was reached and approved by the City Council on May 27, 2008, per Resolution R-303712 (see Attachment 2). However, the 2008 agreement was never executed by Caltrans, and since the Caltrans contract template changed, Caltrans will not countersign the 2008 agreement.

Therefore, staff is returning to the City Council for approval of a new landscape maintenance agreement that supersedes the one approved by Council in 2008. The 2011 landscape maintenance agreement (see Attachment 1) contains several provisions that provide additional clarity on the roles and responsibilities of the City and the State in the maintenance of the landscaping along this stretch of State Route 905. This includes a focus on safe maintenance practices that was not present in the prior agreement. Specific provisions added to the 2011 agreement include:

- Sight Distances – The City (through the OIC MAD) will “prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.” (Section II, Item H)
- Water/Flooding - The City (through the OIC MAD) will “maintain, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto (the) state highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.” (Section II, Item I)
- Use of Herbicides and Chemicals to Control Pests – The City (through the OIC MAD) will “control weeds at a level acceptable to the State. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.” (Section II, Item J)

- Inspection of Landscaping – The agreement allows “inspection of landscaping by a State representative,” which is consistent with typical agreements between the City and non-profit organizations that administer contracts for goods and services for MADs elsewhere in the City. (Section II, Item O)

In addition to these changes, the 2008 agreement attempted to combine some of the responsibilities identified in the 2005 Freeway Maintenance Agreement with those found in a typical Landscape Maintenance Agreement. The revised 2011 agreement only addresses landscape maintenance functions typically found in a Landscape Maintenance Agreement.

Staff has worked with Caltrans over the past two years to identify discrepancies between the 2008 agreement and the proposed 2011 agreement. This effort ensured that both agencies are satisfied with the terms of the new agreement. The OIC MAD currently maintains the freeway landscaping under a temporary permit from the State, but the 2011 agreement is required for long-term maintenance. Since the OIC MAD will fund expenses associated with the provisions of the Landscape Maintenance Agreement and property owners in the area desire the enhanced landscaping that the MAD can provide, City staff believes the terms of this agreement are satisfactory.

If property owners determine at a point in the future to disband the OIC MAD, provisions are in place for the City to use the remaining financial reserves of the MAD to remove landscaping from State Route 905 and return the area to a safe condition, terminate the agreement, and return maintenance of the freeway landscaped areas back to Caltrans (Section IV, Item B).

FISCAL CONSIDERATIONS:

Funds for this action are available in Fund 200058 (Otay International Center Maintenance Assessment District) in the amount of \$114,536, which is a portion of the District’s total annual landscape maintenance budget of \$165,994 in Fiscal Year 2012. Funding for landscape maintenance for future fiscal years is contingent upon approval of future annual levies, future appropriation ordinances authorizing expenditure, and a certificate from the City Comptroller indicating sufficient funds are available for expenditure. In Fiscal Year 2012, the OIC MAD has an anticipated year-end operating reserve of \$115,248, which can be used for removal of landscaping enhancements along State Route 905 should funding from OIC MAD no longer be available in the future.

EQUAL OPPORTUNITY CONTRACTING INFORMATION:

This agreement is subject to the City’s Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City’s Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

The City Council approved the Freeway Maintenance Agreement for this segment of State Route 905 with the State on October 10, 2005, per Resolution R-300903. The City Council authorized the 2008 State Route 905 Landscape Maintenance Agreement on May 27, 2008, per Resolution R-303712 (this agreement was never executed as the State declined to sign it). The City Council authorized approval of updated assessment engineer’s reports and annual levy of assessments for

the Otay International Center Maintenance Assessment District on July 26, 2011, per Resolution R-306955.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Staff has met regularly with the Otay International Center Maintenance Assessment District Citizens Advisory Committee over the past several years to realize an enhanced, beautified landscape along State Route 905 upon entry to the Otay Mesa community from Tijuana, Baja California, Mexico. Through the advisory committee, property owners have expressed their support to continue the enhanced landscaping just north of the Port of Entry.

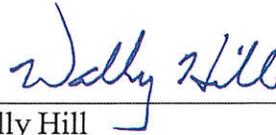
KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Key stakeholders in this process are the property owners that are assessed as part of the Maintenance Assessment Districts program and the State of California Department of Transportation (Caltrans), which owns the State Route 905 freeway. The Otay International Center Maintenance Assessment District Citizens Advisory Committee, which meets with City staff in accordance with San Diego Municipal Code §65.0209 and §65.0210, supports this action.

Respectfully Submitted,



Scott Reese
Park and Recreation Assistant Director



Wally Hill
Assistant Chief Operating Officer

Attachments:

1. 2011 Agreement for Landscape Maintenance within State Highway Right of Way on State Route 905 within the City Of San Diego funded by the Otay International Center Maintenance Assessment District (LMA 11-8296)
2. 2008 Resolution and Agreement with Caltrans (not executed/for reference only)



**AGREEMENT FOR LANDSCAPE MAINTENANCE
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 905 WITHIN THE CITY OF SAN DIEGO**

THIS AGREEMENT is made and executed effective this ____ day of _____, 201__ by and between the State of California, acting through its Department of Transportation, hereinafter referred to as "STATE," and the City of San Diego, hereinafter referred to as "CITY," together referred to as "PARTIES".

WITNESSETH

RECITALS:

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Project Number EA 091821 and/or Encroachment Permit Numbers 11-10-NLM-0353 and 11-10-NDP-0354.
2. This Agreement addresses CITY responsibility for the landscaping, planting, irrigation systems, mulches, control, litter, and weed removal (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 905, as shown on Exhibit "A," attached to and made a part of this Agreement.

Section I

In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:

- a) PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and/or maintenance (collectively hereinafter "MAINTAIN / MAINTENANCE").of LANDSCAPING as shown on said Exhibit "A."
- b) When a planned future improvement is constructed and/or a minor revision has been effected with 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 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.

Section II

CITY agrees, at CITY expense, to do the following:

- a) CITY will MAINTAIN (Section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications approved by STATE.
- b) CITY will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
- c) CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- d) 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.
- e) CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- f) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
- g) To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
- h) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- i) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- j) To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the Landscape Specialist, Maintenance Support, Traffic Management Center (TMC), 7183 Opportunity Road (MS-59), San Diego, CA 92111.
- k) To expeditiously repair any STATE facility damage ensuing from CITY'S LANDSCAPE sign and presence and, activities, including, but not limited to, damaged caused by plants and plant roots and to reimburse STATE for its costs to repair the STATE facility damage ensuing from CITY's LANDSCAPE presence and activities should STATE be required to cure a CITY default.
- l) To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- m) To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
- n) To expeditiously MAINTAIN, replace, repair, or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- o) To allow random inspection of LANDSCAPING by a STATE representative.
- p) To keep the entire landscaped area policed and free of litter and deleterious material.
- q) All work by or on behalf of CITY will be done at no cost to STATE.

Section III

STATE agrees to do the following:

- a) Provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from MAINTENANCE responsibilities assumed under this Agreement.
- b) Issue encroachment permits to CITY and CITY contractors at no cost to them.

Section IV

Legal Relations and Responsibilities:

- a) Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties 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 CITY facilities different from the standard of care imposed by law.
- b) If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to effect that cure.
- c) Neither CITY 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 STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- d) Neither 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 CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless 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 CITY under this Agreement.

- e) Prevailing Wage Requirements: Labor Code Compliance:
If the work performed on this Project 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, repair or maintenance CITY must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

- f) Prevailing Wage Requirements in Subcontracts
CITY 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). Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

- g) Insurance
CITY and their contractors shall 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 State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.

- h) Termination
This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

- i) 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 STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and 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.

THE CITY OF SAN DIEGO

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

By: _____
MAYOR

MALCOLM DOUGHERTY
Director of Transportation

Attest:

By: _____
CITY Clerk

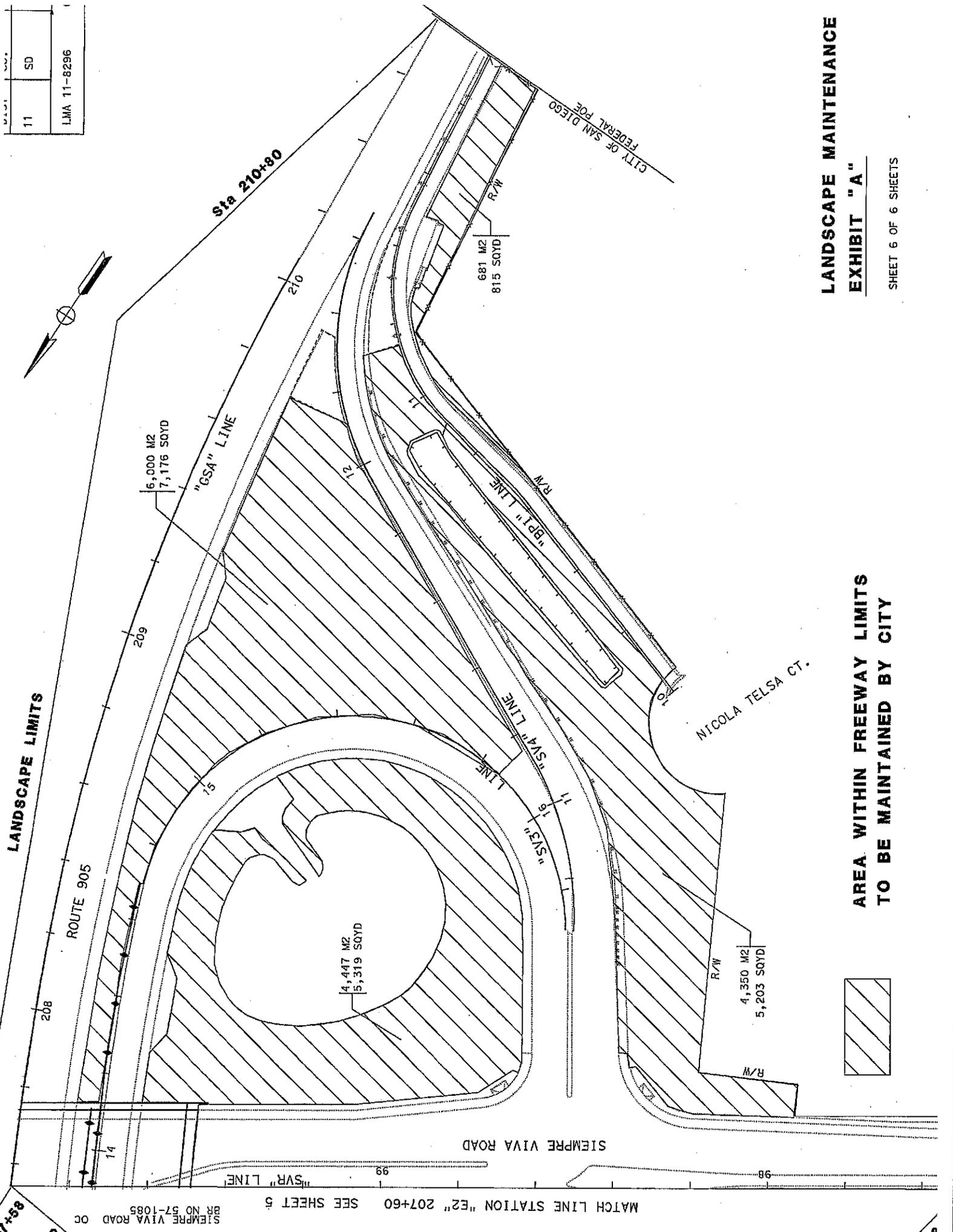
By: _____
Deputy District Director
Maintenance

By: _____
CITY Attorney

By: _____
**Attorney
Department of Transportation

***Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.*

11	SD
LMA 11-8296	



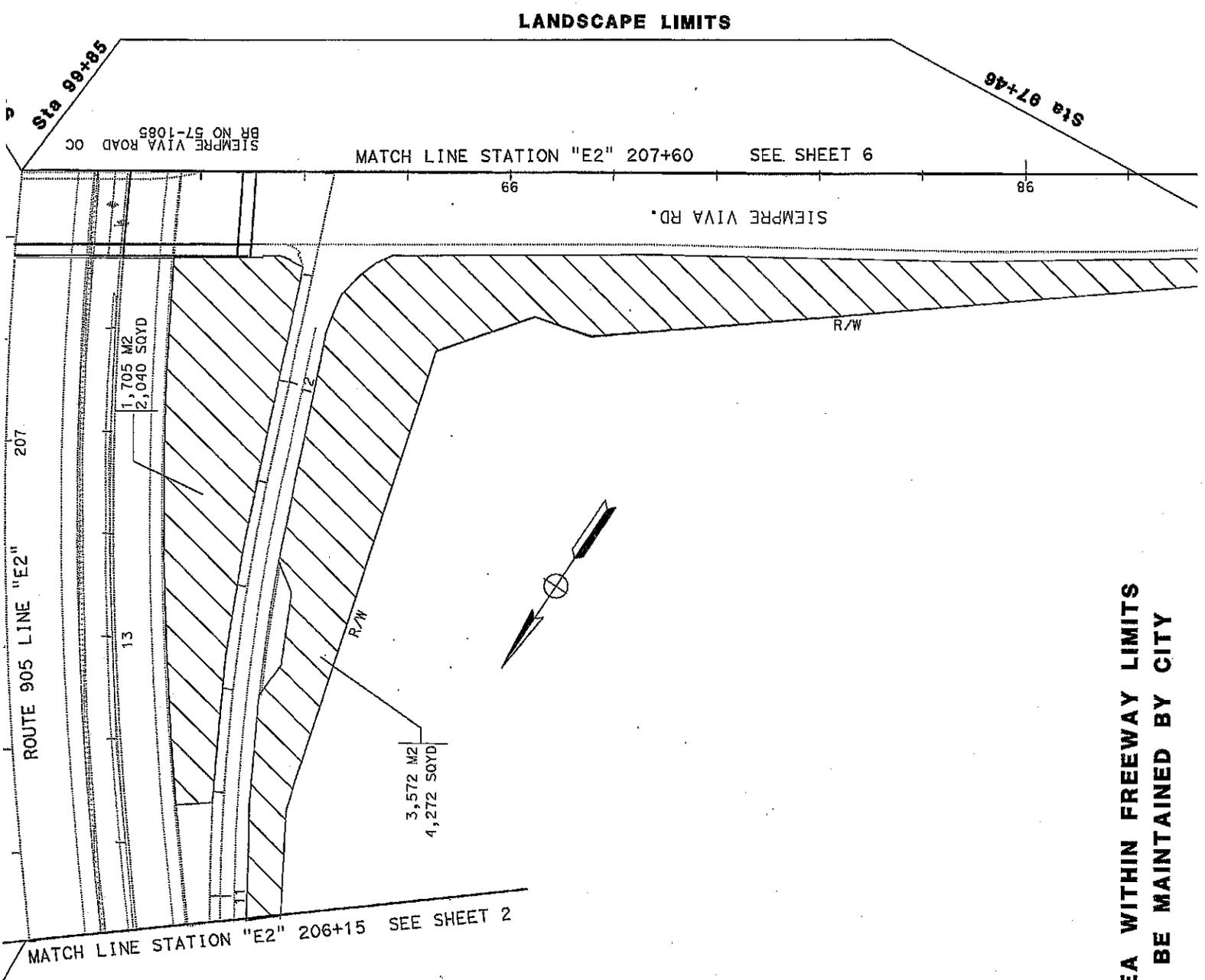
**LANDSCAPE MAINTENANCE
EXHIBIT "A"**

SHEET 6 OF 6 SHEETS

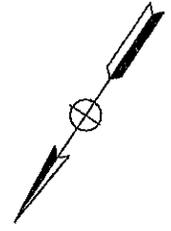
**AREA WITHIN FREEWAY LIMITS
TO BE MAINTAINED BY CITY**

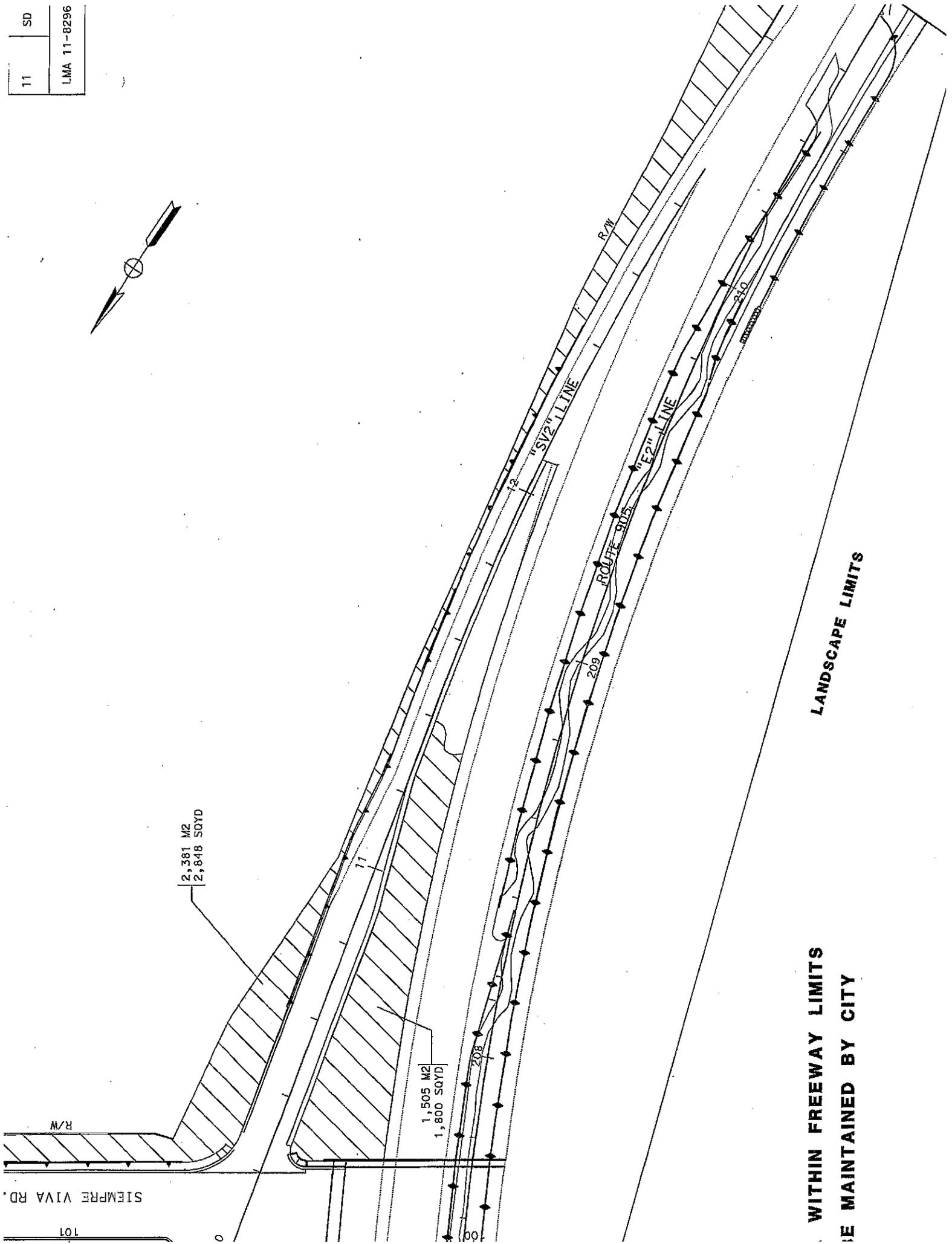
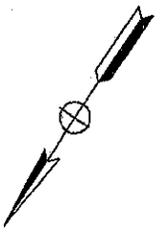


85+75
85
SIEMPRE VIVA ROAD OC
BR NO 57-1085
MATCH LINE STATION "E2" 207+60 SEE SHEET 5
MATCH LINE STATION "E1" 207+60 SEE SHEET 5



**AREA WITHIN FREEWAY LIMITS
TO BE MAINTAINED BY CITY**





2,381 M2
2,848 SQYD

1,505 M2
1,800 SQYD

**WITHIN FREEWAY LIMITS
ARE MAINTAINED BY CITY**

LANDSCAPE LIMITS

SIEMPRE VIVA RD.

R/W

R/W

"SV2" LINE

"E2" LINE

ROUTE 903

11

12

230

209

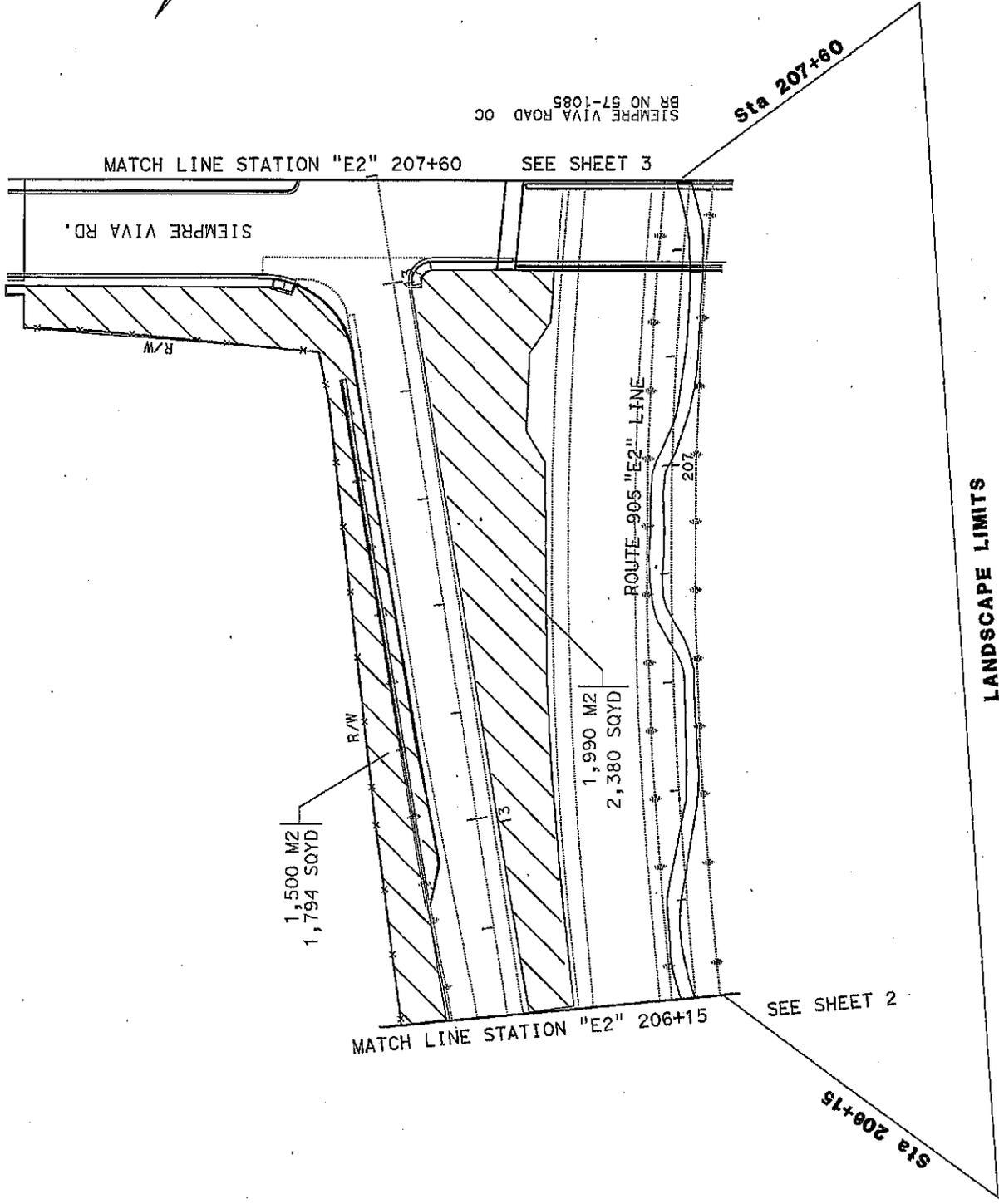
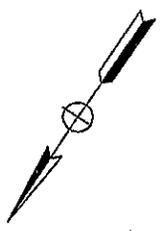
208

100

101

0

11	SD
LMA 11-8296	



SIEMPRE VIVA ROAD OC
BR NO 57-1085

MATCH LINE STATION "E2" 207+60 SEE SHEET 3

Sta 207+60

SIEMPRE VIVA RD.

R/W

R/W

1,500 MZ
1,794 SQYD

1,990 MZ
2,380 SQYD

ROUTE 905 "E2" LINE

207

MATCH LINE STATION "E2" 206+15

SEE SHEET 2

Sta 206+15

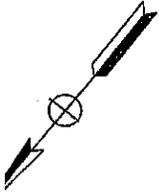
LANDSCAPE LIMITS



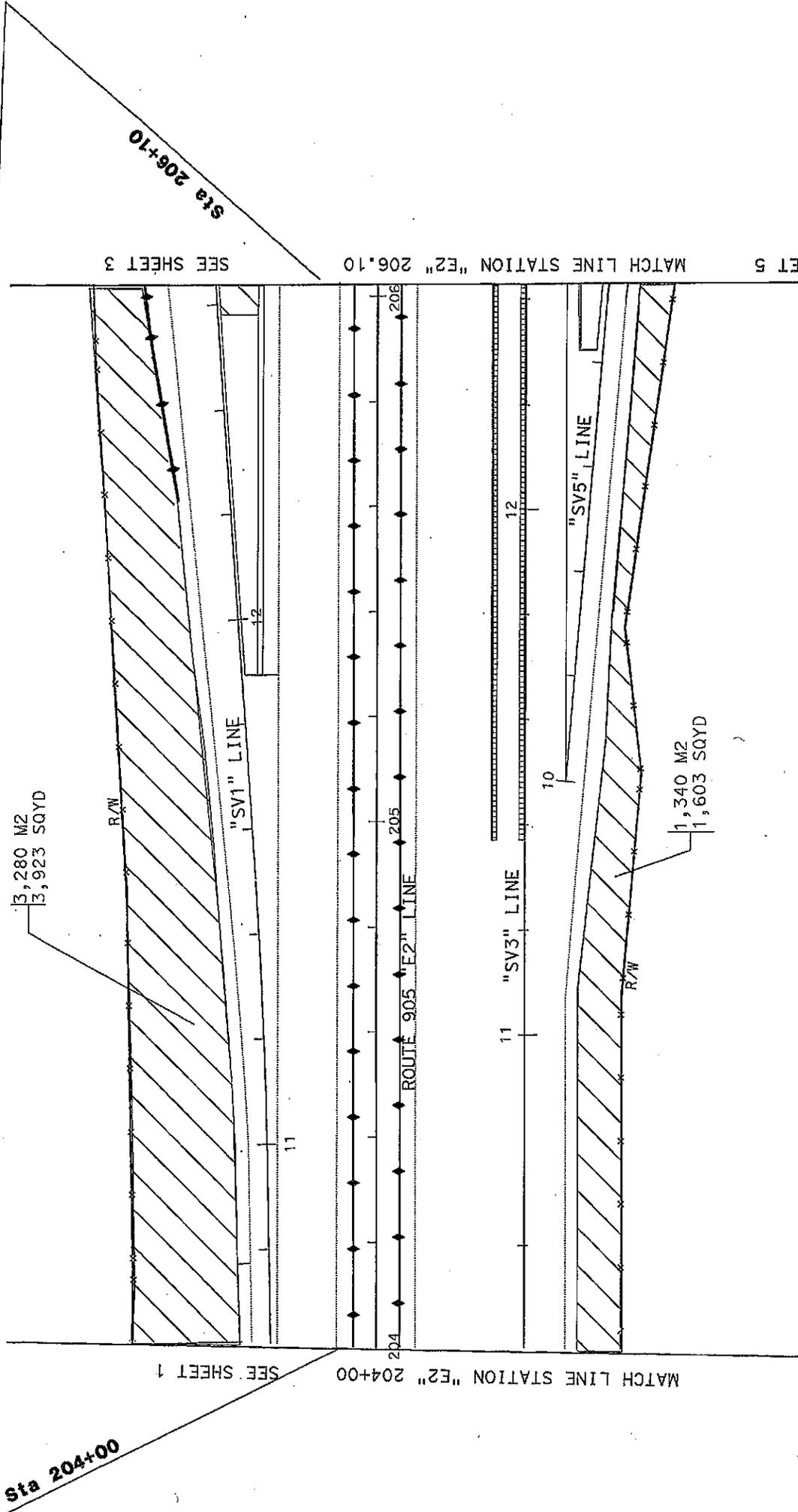
AREA WITHIN FREEWAY LIMITS
TO BE MAINTAINED BY

**LANDSCAPE MAINTENANCE
EXHIBIT "A"**

SHEET 3 OF 6 SHEETS



LANDSCAPE LIMITS



LANDSCAPE LIMITS

Sta 201+00

2,980 m²
3,564 SQYD

SEE SHEET 2

MATCH LINE STATION "E2" 204+00

ROUTE 905 "E2" LINE

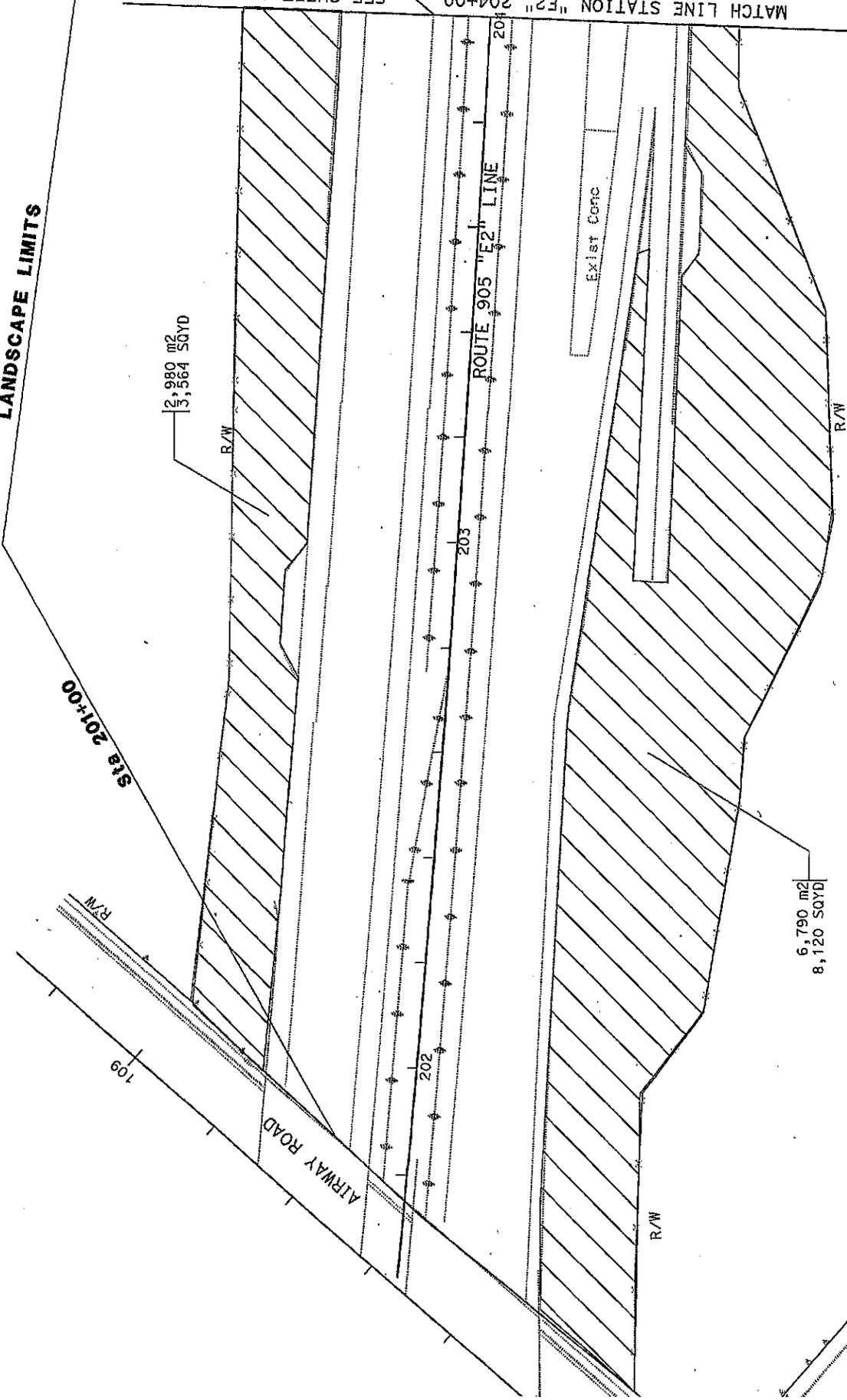
Exist Conc

6,790 m²
8,120 SQYD

109

AIRWAY ROAD

HARVEST ROAD



RESOLUTION NUMBER R- 303712
DATE OF FINAL PASSAGE MAY 27 2008

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING THE LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE STATE OF CALIFORNIA.

WHEREAS, the City of San Diego [City] entered into Agreement (R-300903) with the State of California on October 10, 2005 in which City agreed and consented to certain adjustments to the local street and road system required for the development of a portion of State Highway Route 905 [SR905] within the jurisdictional limits of City of San Diego, and within the Otay International Center Maintenance Assessment District; and

WHEREAS, that portion of the SR905 freeway is complete or nearly complete, and City and State mutually desire to clarify the divisions of maintenance responsibility for local City streets, roads, and landscaped areas lying within and adjacent to the final freeway limits; and

WHEREAS, City has resumed or will resume control and maintenance over each of the relocated or reconstructed City streets except on those portions thereof adopted as part of the freeway proper; NOW THEREFORE,

BE IT RESOLVED by the Council of the City of San Diego, that the Council approves the Landscape Maintenance Agreement on file in the office of the City Clerk as Document No.

RR- 303712.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized and directed to execute, for and on behalf of the City, the Landscape Maintenance Agreement with the California State Department of Transportation.

BE IT FURTHER RESOLVED, that the Council authorizes the City Auditor and Comptroller to expend \$79,578 from Fund 70244, Otay International Maintenance Assessment District for the purpose of operation, repair and maintenance costs related to existing landscaping on relocated or reconstructed City streets and SR905 located within the Otay International Maintenance Assessment District as set forth in the Landscape Maintenance Agreement.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

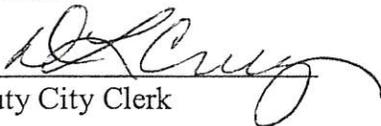
By 

Kimberly K. Harris
Deputy City Attorney

KKH:bas
05/02/08
Or.Dept: P&R
R-2008-1016
MMS #6211

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAY 20 2008.

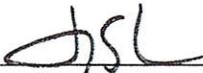
ELIZABETH S. MALAND
City Clerk

By 

Deputy City Clerk

Approved: 5.27.08

(date)



JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on May 20, 2008, by the following vote:

YEAS: FAULCONER, ATKINS, YOUNG, MAIENSCHHEIN, FRYE,
MADAFFER, & HUESO.

NAYS: NONE.

NOT PRESENT: PETERS.

RECUSED: NONE.

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

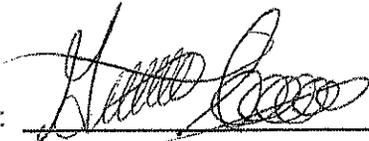
By: GIL SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-303712, approved by the Mayor of The City of San Diego,
California on May 27, 2008.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement ("Agreement"), made and entered into in duplicate, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of San Diego, hereinafter referred to as "CITY" to be effective as of the date of the last party to sign and when approved by the City Attorney.

RECITALS

A. WHEREAS, on October 10, 2005, a freeway agreement ("Freeway Agreement") on file with the City Clerk as Document Number RR-300903 was executed between CITY and STATE wherein CITY agreed and consented to certain adjustments of the local street and road system required for the development of that portion of State Highway Route 905 (SR905) within the jurisdictional limits of CITY as a freeway; and

B. WHEREAS, said freeway has now been completed or is nearing completion, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures; local CITY streets and roads, or portions thereof; and landscaped areas lying within or outside the freeway limits; and

C. WHEREAS, under Section 6 of the above Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the relocated or reconstructed CITY streets except on those portions thereof adopted as a part of the freeway proper.

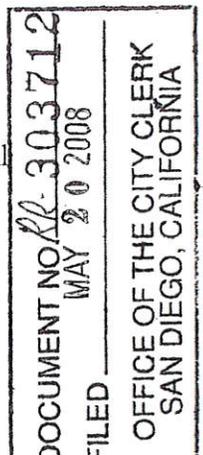
AGREEMENT

1. AREA SUBJECT TO AGREEMENT

A. When any future improvement is constructed pursuant to the terms of the Freeway Agreement and/or a minor revision has been effected within the limits of SR905 as herein described, which affects the parties' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit "A," which will be made a part hereof by an amendment to this Agreement when executed by both parties. The new dated and revised Exhibit "A" shall thereafter supersede the attached original Exhibit "A".

2. LANDSCAPED AREAS

A. Responsibility for the operation, repair, and maintenance of the landscaping within the area described on Exhibit "A," ("LANDSCAPING") including, but not limited to, plantings, irrigation, water supplies, other types of roadside development, and litter and weed removal, shall lie with CITY, unless this Agreement is amended by the parties to provide otherwise, and not with STATE. If, during the term of this Agreement, CITY should cease to timely and effectively operate, repair, and maintain the LANDSCAPING as provided by this Agreement, to the reasonable satisfaction of STATE, STATE may either undertake to perform that maintenance on



behalf of CITY, at CITY expense, or remove the LANDSCAPING at City's sole expense and restore STATE'S right of way to its prior or a safe operable condition acceptable to STATE.

B. CITY hereby agrees to pay these STATE costs within thirty (30) days of receipt of a billing by State. However, prior to STATE performing any MAINTENANCE or removing said LANDSCAPING; STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to cure. The notice provided to CITY pursuant to this section shall specify with particularity the condition constituting the default, the work to be done by the CITY to cure the default, and the estimated cost to STATE to perform such work should CITY fail to cure the default.

C. CITY and its contractors must obtain necessary Encroachment Permits from the District 11 Encroachment Permit Office prior to entering STATE right of way to perform CITY's maintenance responsibilities. Permits will be issued at no cost to CITY and its contractors.

3. GRAFFITI REMOVAL

CITY will be responsible for debris and graffiti removal for the following, in the area as depicted in Exhibit "A": (1) the concrete barrier separating the southbound entrance ramp and the bike/pedestrian path, (2) the concrete barrier at the exit southbound ramp (southeast side), (3) the private property side of retaining walls adjacent to the northbound exit ramp, (4) on lighting systems, (5) traffic control boxes, (6) signs and signal systems.

4. LEGAL RELATIONS AND RESPONSIBILITIES

A. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State Highways and CITY's LANDSCAPING different from the standard of care imposed by law.

B. It is understood and agreed that neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that CITY shall defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

C. It is understood and agreed that neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that STATE shall defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

5. EFFECTIVE DATE

This Agreement shall be effective upon the date appearing on its face, it being understood and agreed, however, that the execution of this Agreement shall not affect any pre-existing obligations of CITY to maintain other designated areas pursuant to prior written notice from STATE that work in such areas, which CITY has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

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

CITY of San Diego

By Long Ri
Mayor or Mayor's Designee

Approved as to form and
procedure:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Attorney
Department of Transportation

WILL KEMPTON
Director of Transportation

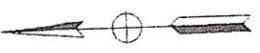
By _____
Deputy District Director

Approved as to form and legality:
City Attorney

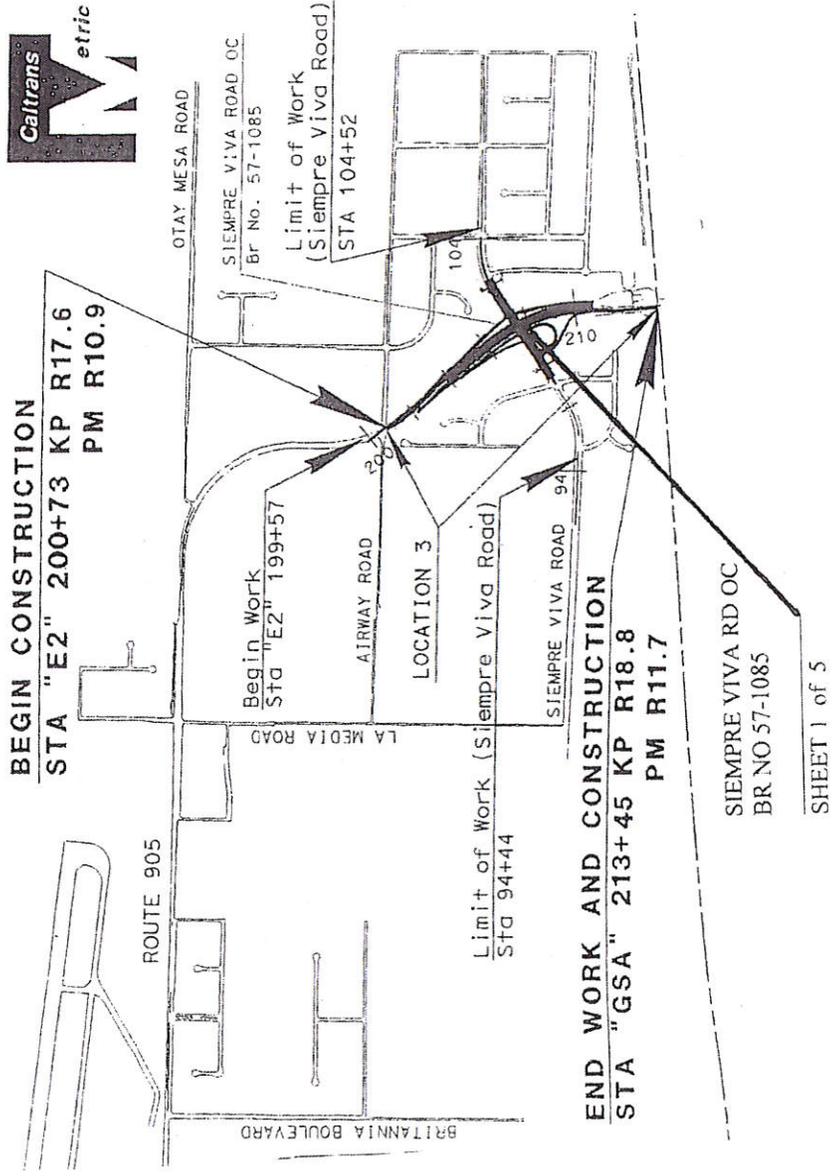
By _____

R-303712

DIST.	CO.	RTE.	POST MILE
11	SD	905	10.90 to 11.70
FMA 11-8296			8/9/06



SAN DIEGO

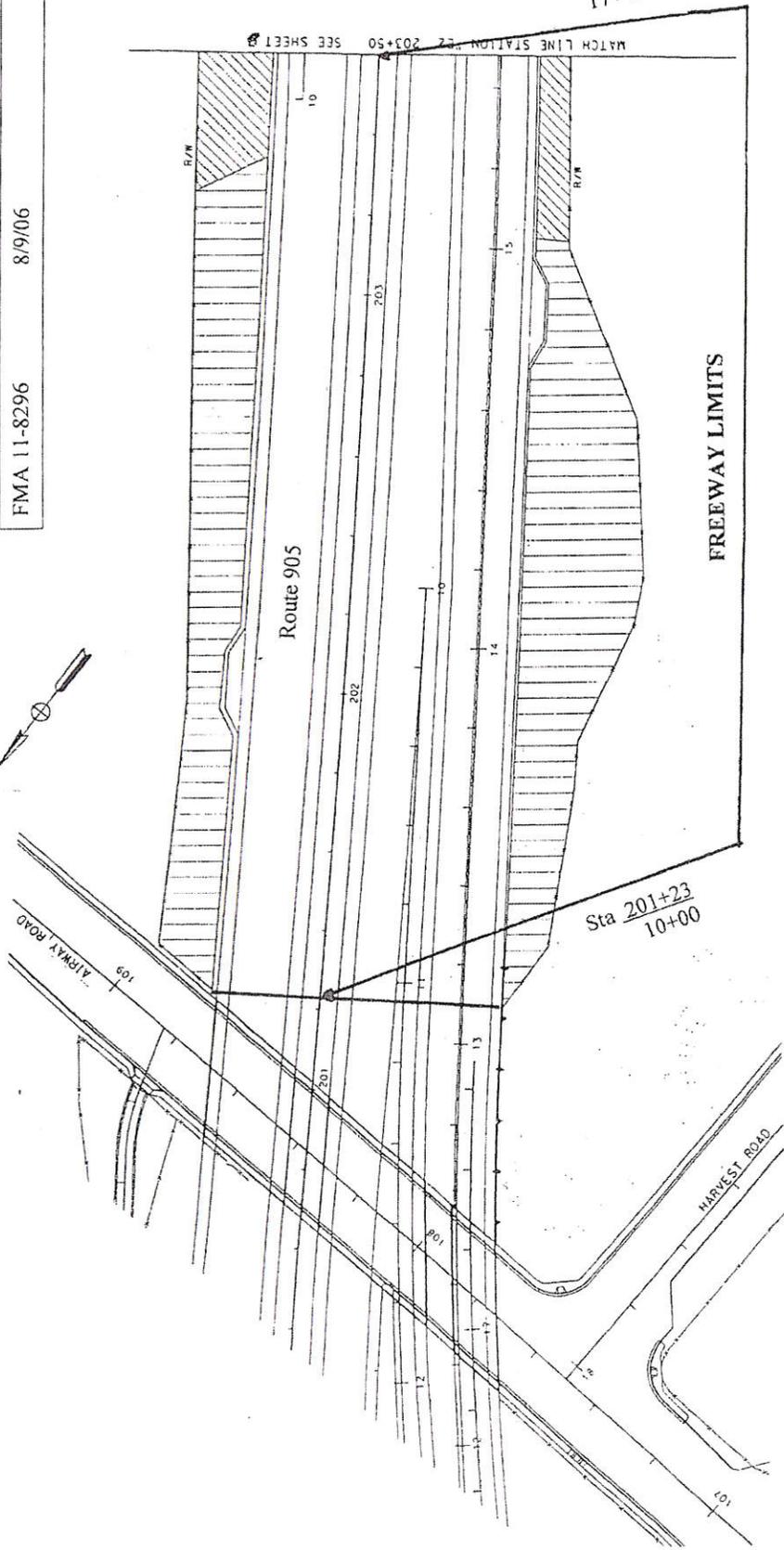


FREEWAY MAINTENANCE AGREEMENT

EXHIBIT "A"

SHEET 1 OF 5 SHEETS

DIST.	CO.	RTE.	POST MILE
11	SD	905	10.90
FMA 11-8296			8/9/06



Sta 203+50
17+45

MATCH LINE STATION 22 203+50 SEE SHEET 2

Route 905

FREEWAY LIMITS

Sta 201+23
10+00

S/B Approach to
Siempre Via Road OC#1

LOC 1 SHEET 2

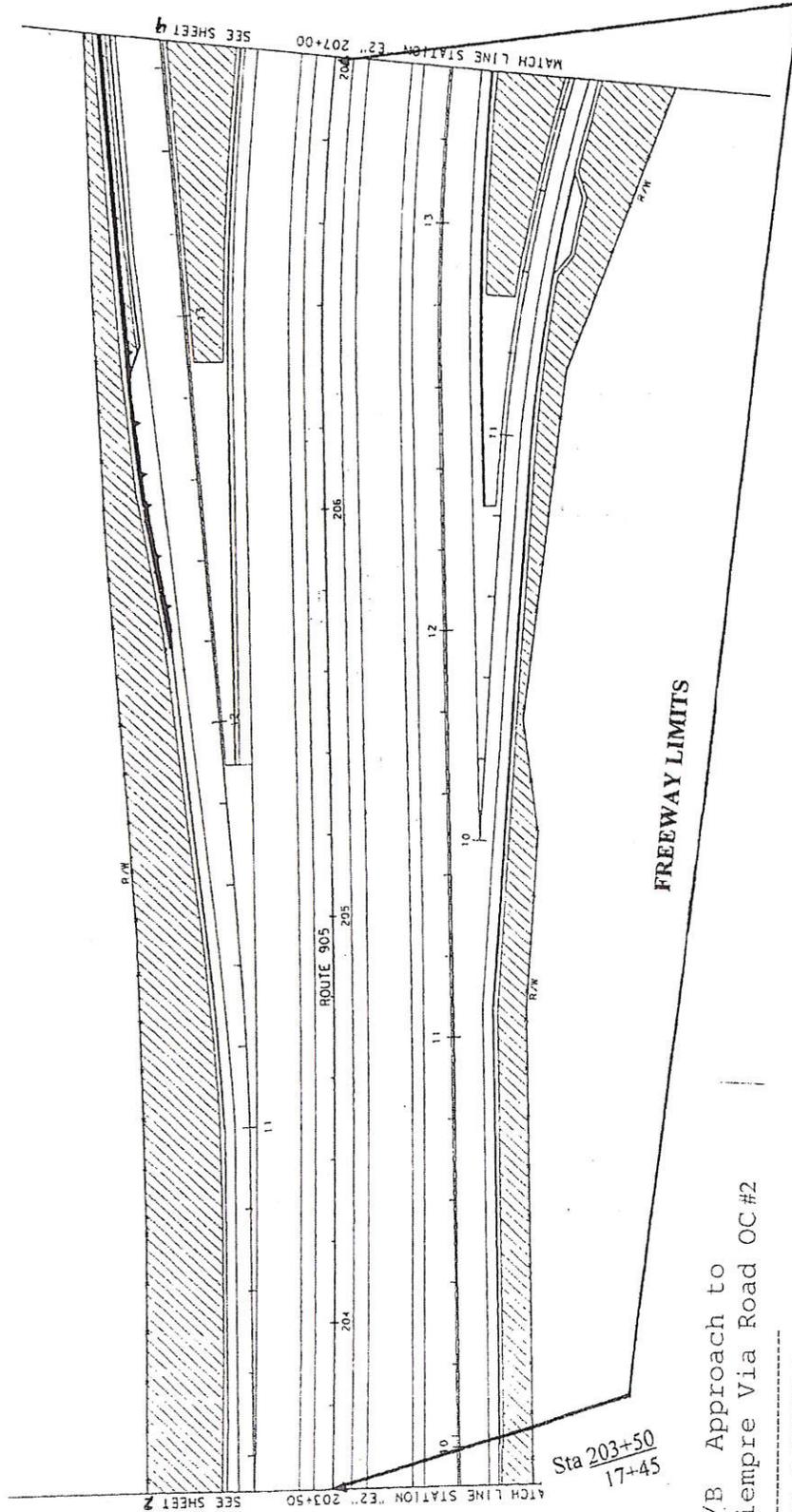
-  AREA WITHIN FREEWAY LIMITS
TO BE MAINTAINED BY: CITY P&R (CURRENT)
-  AREA WITHIN FREEWAY LIMITS
TO BE MAINTAINED BY: CITY P&R (FUTURE)

FREEWAY MAINTENANCE AGREEMENT

EXHIBIT "A"

SHEET 2 OF 5 SHEETS

DIST.	CO.	RTE.	POST MILE
11	SD	905	10.90
FMA 11-82%			8/9/06



S/B Approach to
Siempre Via Road OC#2

LOC 2 SHEET 3

FREEWAY MAINTENANCE AGREEMENT

EXHIBIT "A"

SHEET 3 OF 5 SHEETS

AREA WITHIN FREEWAY LIMITS
TO BE MAINTAINED BY: CITY P&R

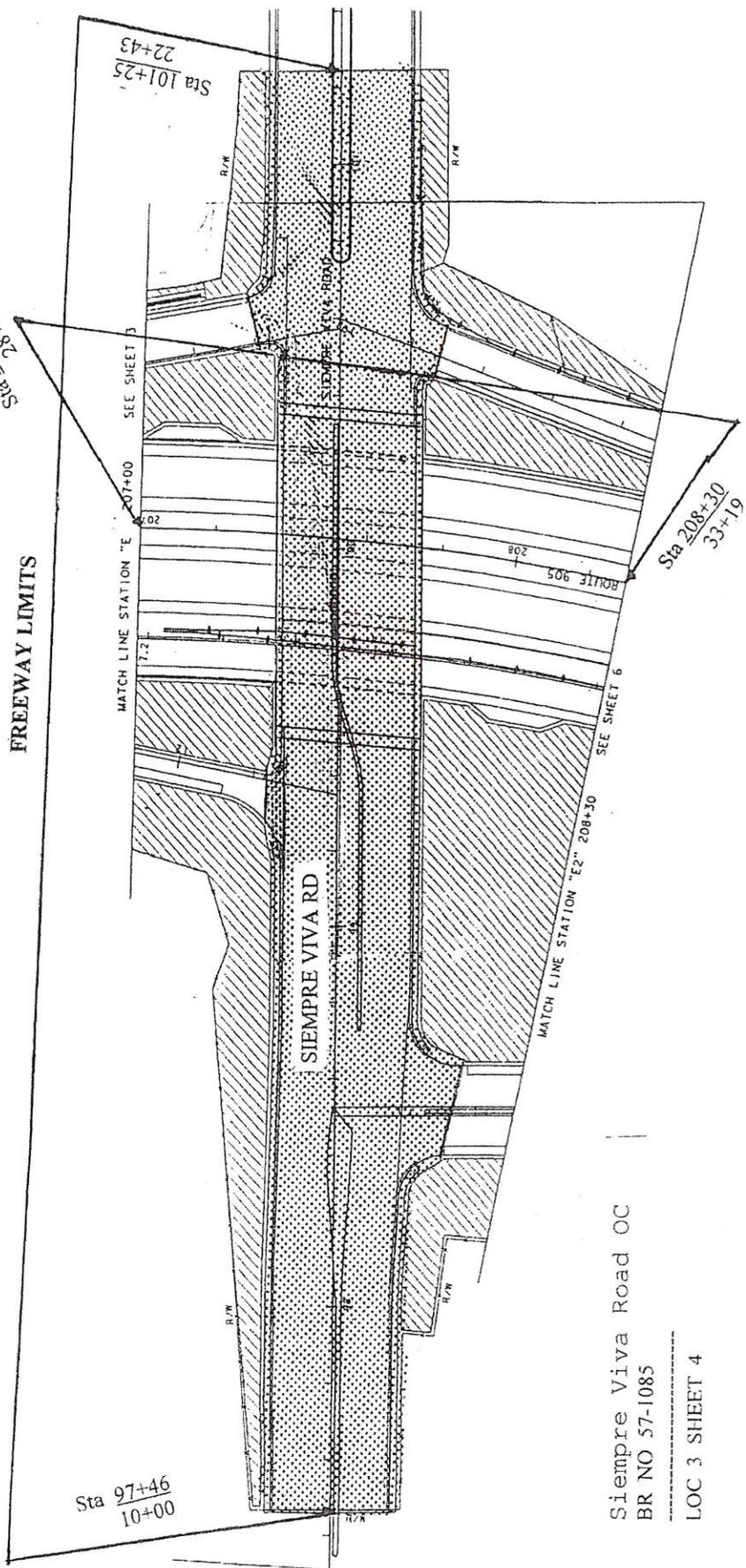


Sta 203+50
17+45

DIST.	CO.	RTE.	POST MILE
11	SD	905	11.50
FMA 11-8296			8/9/06



FREEWAY LIMITS



Siempre Viva Road OC
 BR NO 57-1085
 LOC 3 SHEET 4

 AREA WITHIN FREEWAY LIMITS
 TO BE MAINTAINED BY: CITY

 AREA WITHIN FREEWAY LIMITS
 TO BE MAINTAINED BY: CITY P&R

FREEWAY MAINTENANCE AGREEMENT

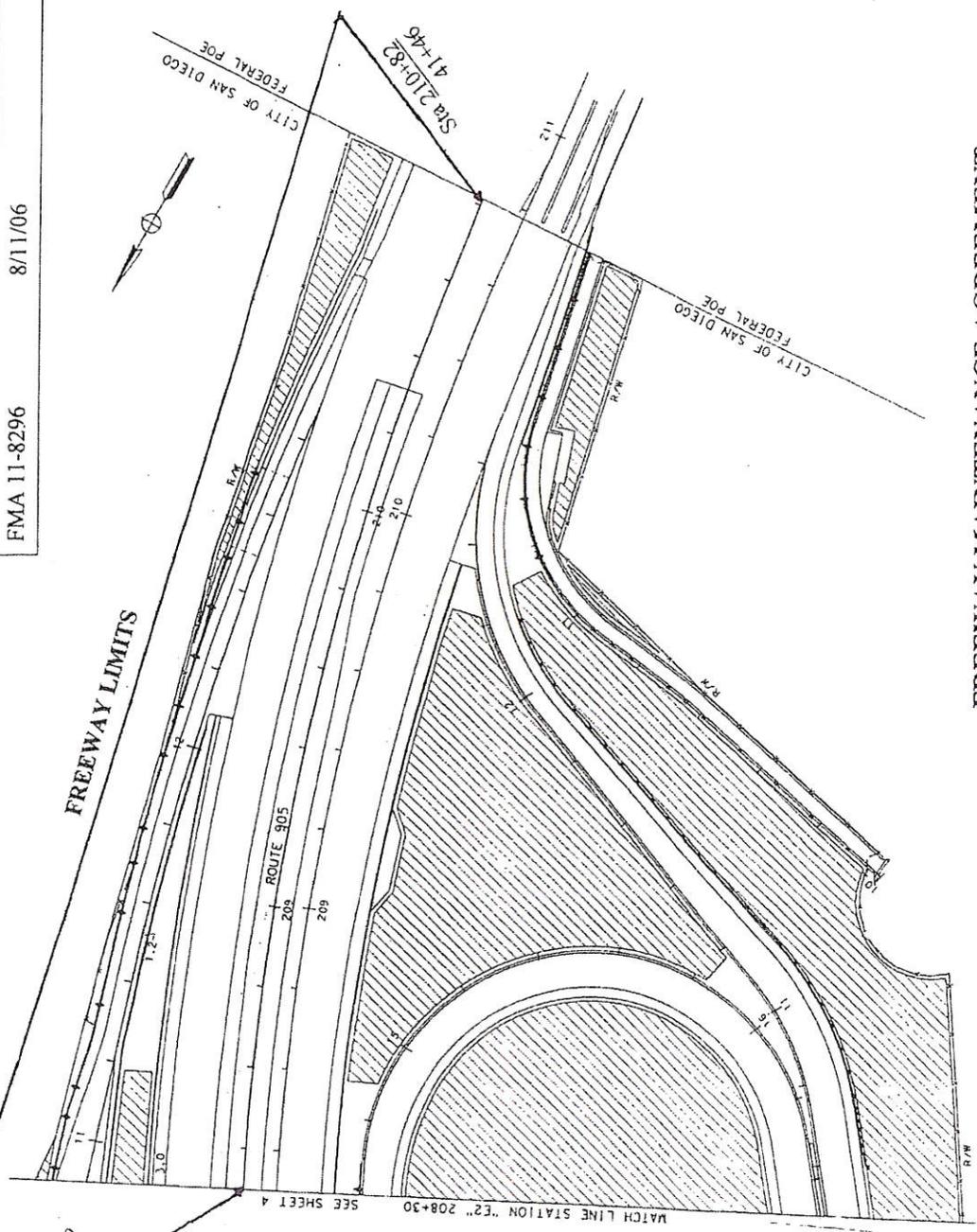
EXHIBIT "A"

SHEET 4 OF 5 SHEETS

DIST.	CO.	RTE.	POST MILE
11	SD	905	11.70
FMA 11-8296			8/11/06

FREEWAY LIMITS

Sta 208+30
33+19



N/B Approach to
Siempre Via Road OC
LOC 4 SHEET 5

 AREA WITHIN FREEWAY LIMITS
TO BE MAINTAINED BY: CITY P&R

FREEWAY MAINTENANCE AGREEMENT

EXHIBIT "A"

SHEET 5 OF 5 SHEETS



DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

November 16, 2011

- SUBJECT: Agreement for Landscape Maintenance within State Highway Right of Way on State Route 905 within the City of San Diego funded by the Otay International Center Maintenance Assessment District (LMA 11-8296) (1472)

GENERAL CONTRACT INFORMATION

Recommended Contractor: N/A

Amount of this Action: \$ 114,536

Funding Source: City of San Diego

Goals: N/A

SUBCONSULTANT PARTICIPATION

There is no subcontractor activity associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Caltrans is a Government Agency, and as such, is exempt from submitting Work Force Reports. Refer to San Diego Municipal Code Section 22.2703 (c).

This agreement is not subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708).

This agreement is subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

This action would execute Landscape Maintenance Agreement LMA 11-8296 with the State of California Department of Transportation (Caltrans) District 11. This agreement would authorize the City, on behalf of the Otay International Center (OIC) Maintenance Assessment District (MAD), to accept maintenance, care, and upkeep of landscaping along the State Route 905 freeway near the Siempre Viva Road interchange and Airway Road grade separation.

This agreement is referenced by Purchasing and Contracting Bid No: 8398-07-Y and Contract No. C008090084.

RLL



DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

December 16, 2011

- **SUBJECT:** Agreement for Landscape Maintenance within State Highway Right of Way on State Route 905 within the City of San Diego funded by the Otay International Center Maintenance Assessment District (LMA 11-8296) (1472)

GENERAL CONTRACT INFORMATION

Recommended Contractor: Aztec Landscape Inc (Existing Contract)

Amount of this Action: \$ 114,536

Funding Source: MAD - City of San Diego

Goals: N/A (Existing Contract executed prior to SLBE Program)

SUBCONSULTANT PARTICIPATION

There is no subcontractor activity associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

CALTRANS

Caltrans is a Government Agency, and as such, is exempt from submitting Work Force Reports. Refer to San Diego Municipal Code Section 22.2703 (c).

AZTEC LANDSCAPING INC

Aztec Landscaping Inc., submitted a Work Force Report for their San Diego County office dated August 24, 2011 indicating 141 in their Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

Black in Laborers

Asian in Services and Laborers

Filipino in Services and Laborers

Female in Sales, Operative Workers and Laborers

Aztec Landscaping Inc. has an approved EO Plan dated October 3, 2011 on file. Staff will continue to monitor the firm's equal opportunity employment performance.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

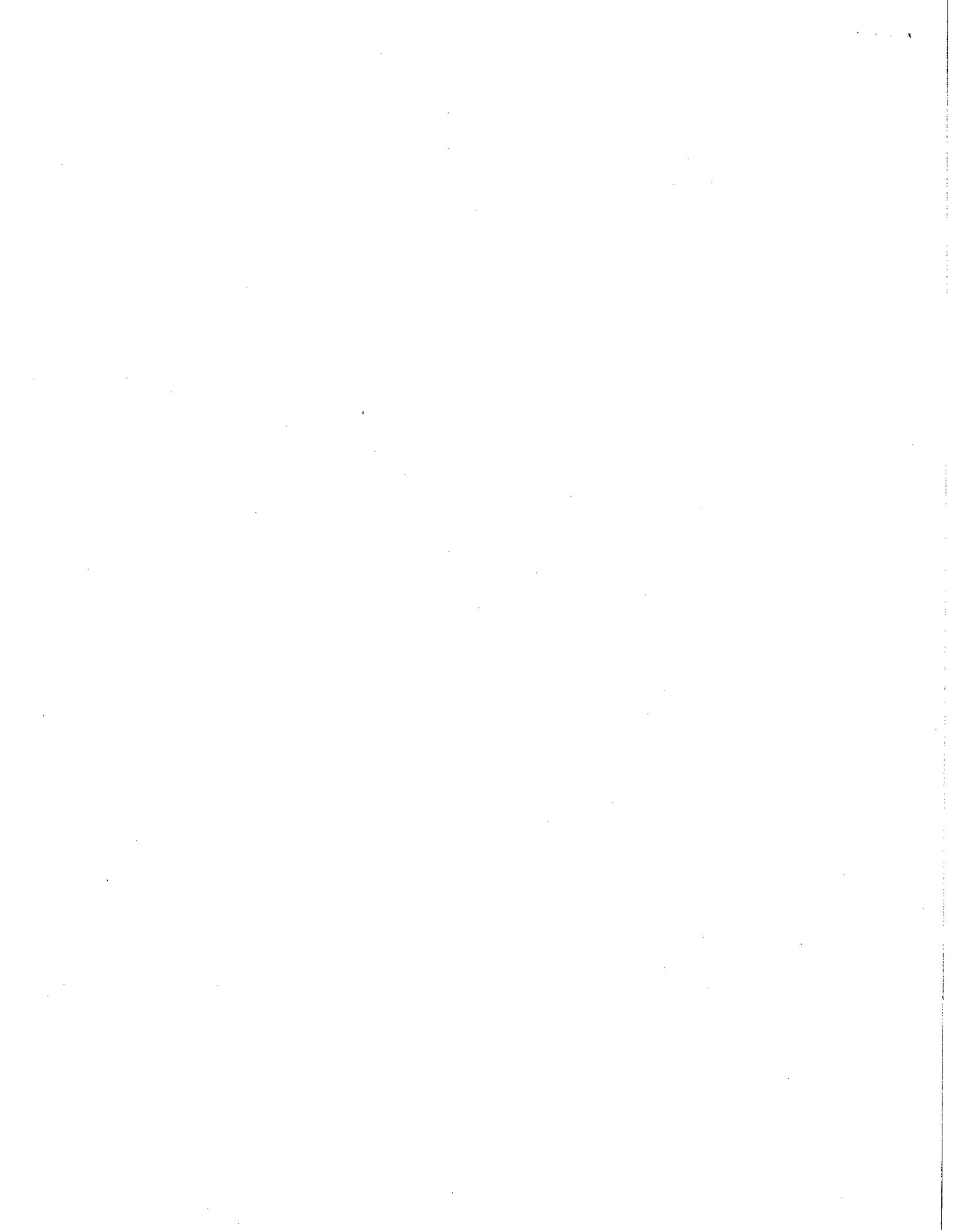


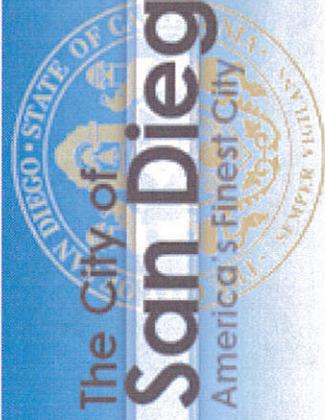
ADDITIONAL COMMENTS

This action would execute Landscape Maintenance Agreement LMA 11-8296 with the State of California Department of Transportation (Caltrans) District 11. This agreement would authorize the City, on behalf of the Otay International Center (OIC) Maintenance Assessment District (MAD), to accept maintenance, care, and upkeep of landscaping along the State Route 905 freeway near the Siempre Viva Road interchange and Airway Road grade separation.

Aztec Landscaping Inc. agreement associated with this action is Purchasing and Contracting Bid No: 8398-07-Y and Contract No. C008090084 dated June 27, 2009.

HF III





Park and Recreation Department Maintenance Assessment Districts

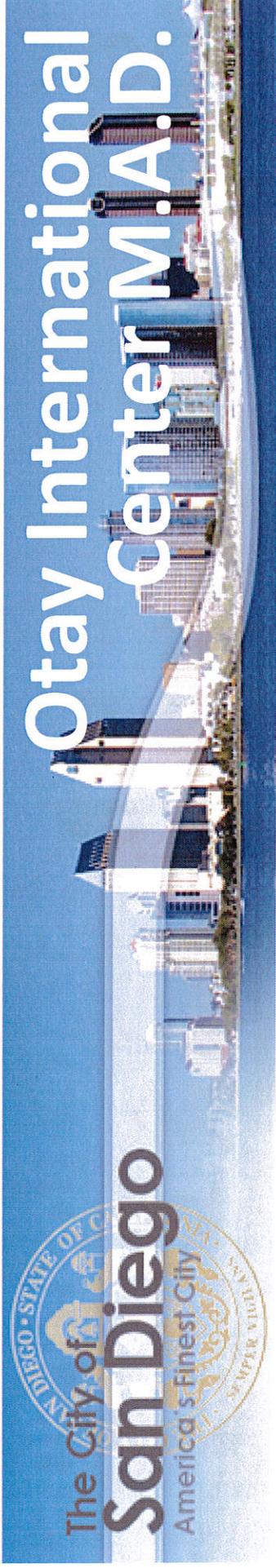
State Route 905 Freeway Landscaping
Agreement with Caltrans

Public Safety & Neighborhood Services
Committee

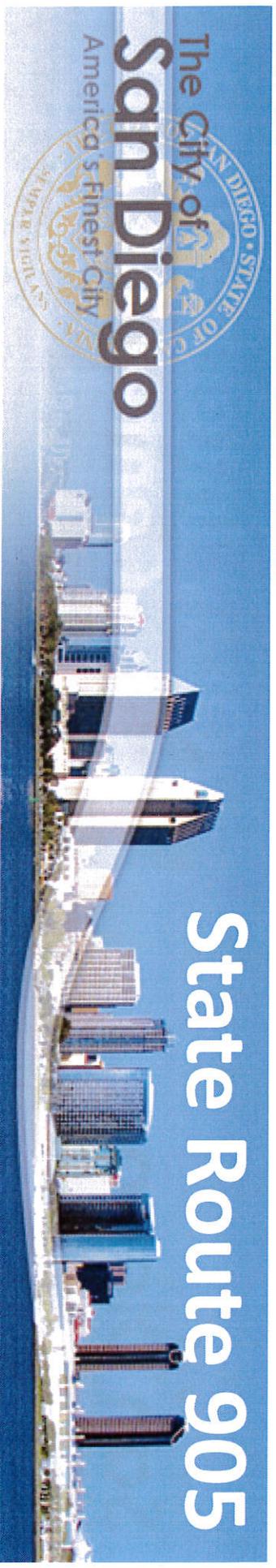
January 25, 2012



- Maintenance Assessment District (M.A.D.) – legal mechanism by which property owners can vote to assess themselves to pay for services above-and-beyond what the City normally provides.
- This above-and-beyond service level is called a “Special Benefit.”
- What the City normally provides is called the “General Benefit.”



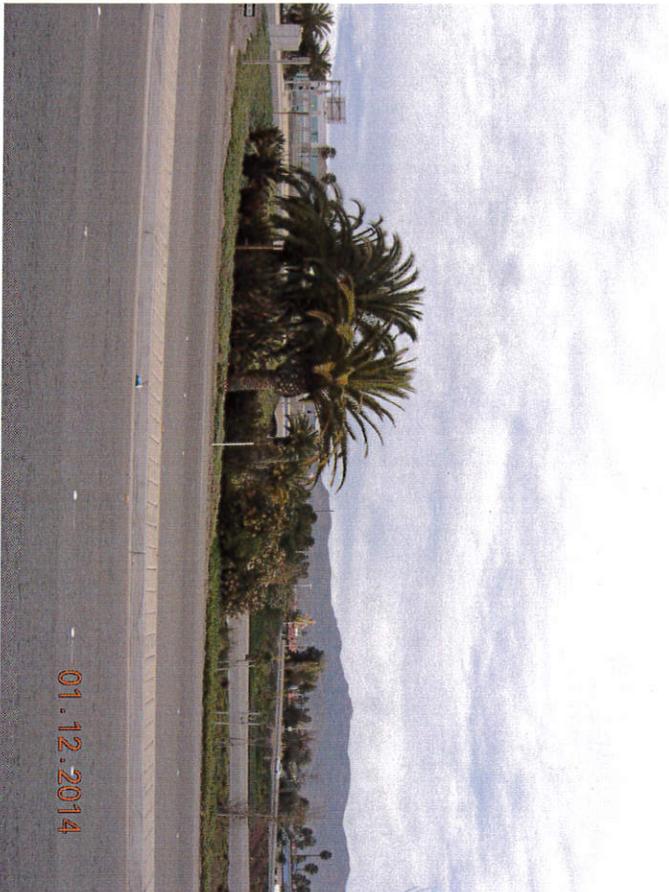
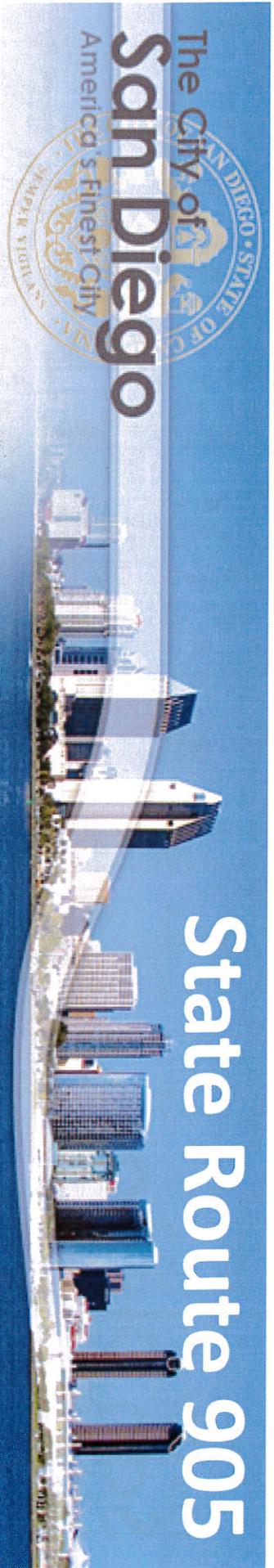
- Otay International Center M.A.D.
 - Formed in 1994 and reballoted for Prop 218 compliance in 2000
 - Located near Otay Mesa International Border crossing; includes commercial and industrial areas
 - Maintenance services include landscaping, beautification, street trees, and trash removal
 - Services provided along public rights of way, including Siempre Viva Road and Paseo Internacional (State Route 905)

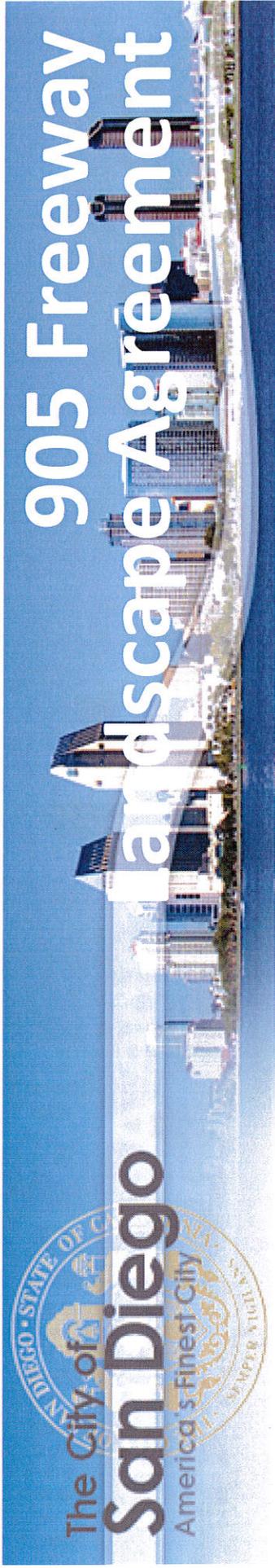


- State Route 905:
 - Construction underway through between 2001 and 2010, including demolition of landscaping along Paseo Internacional
 - Once freeway open to traffic, ancillary landscaping was installed
 - Due to request from adjacent property owners, Caltrans agreed to install an above standard landscape palette but would not maintain it
 - Intent for Otay International Center M.A.D. to maintain above-standard landscaping along 905 between port of entry and Airway Road

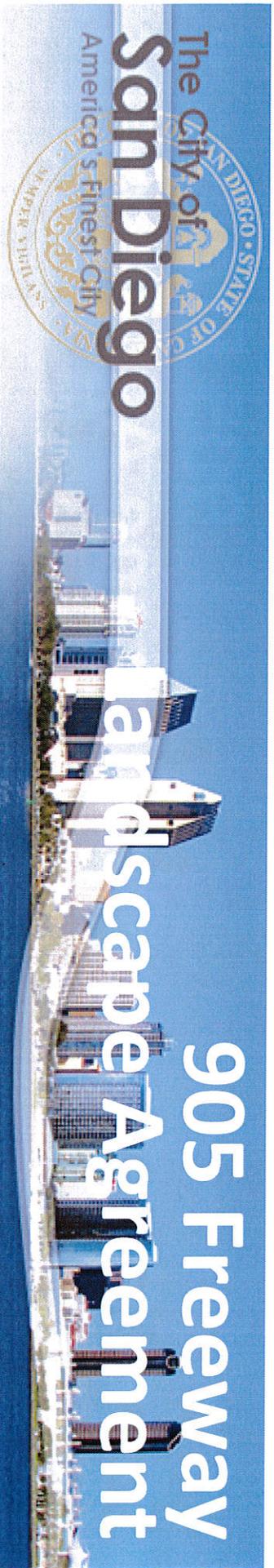
State Route 905



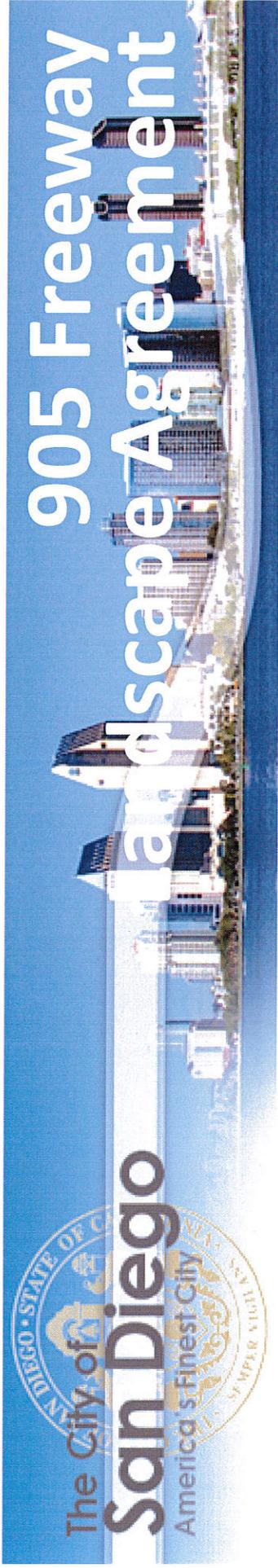




- The State Route 905 Freeway Landscape Agreement would authorize Otay International Center M.A.D. to maintain landscaping within the freeway rights of way
- Initial agreement drafted and approved by Council in 2008 to authorize Otay International Center M.A.D. to maintain freeway landscaping
- Caltrans did not countersign 2008 agreement due to changes in its agreement template



- New agreement drafted in 2011 would meet Caltrans' needs
- Specific new provisions in agreement include:
 - Minimum sight distance standards for plants to ensure safety for passing motorists
 - Guidance for proper use of chemicals to control pests
 - Control of irrigation to prevent flooding
 - Requirements for regular landscaping inspection



- Staff recommends approval of the agreement to authorize maintenance of the freeway landscaping
- Otay International Center M.A.D. advisory committee supports this agreement
- Funds will be held in the Otay International Center M.A.D. reserve to remove landscaping in 905 freeway rights of way should M.A.D. cease to exist in the future

