

**FREEWAY MAINTENANCE AGREEMENT
WITH
COUNTY OF SANTA BARBARA**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the County of Santa Barbara; hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. WHEREAS, on June 20, 1949, March 23, 1953, and on January 11, 1960 Freeway Agreements were executed between COUNTY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Highway Route (SR) 101 within the jurisdictional limits of the COUNTY as a freeway;
2. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities of the COUNTY for areas lying within those modified freeway limits;
3. WHEREAS there is an existing Freeway Maintenance Agreement between the PARTIES dated October 24, 1988. This agreement is meant to replace or supersede that existing agreement;
4. WHEREAS there is an existing Delegated Maintenance Agreement between the PARTIES dated October 4, 2004. This agreement is meant to supersede that existing agreement;
5. WHEREAS there is an existing Freeway Maintenance Agreement between the PARTIES dated May 19, 1967. This agreement is meant to supersede that existing agreement only within Postmile limits R7.3 to 9.5.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall supersede in its entirety the said Freeway Maintenance Agreement executed by PARTIES on October 24, 1988.

2. PARTIES agree this Agreement shall supersede in its entirety the said Delegated Maintenance Agreement executed by PARTIES on October 4, 2004.
3. PARTIES agree this Agreement shall supersede only within the Postmile limits R7.5 to 9.5 of this Agreement the said Freeway Maintenance Agreement executed by PARTIES on May 19, 1967.
4. Pursuant to Section 3 of the June 20, 1949, March 23, 1953, and January 11, 1960 Freeway Agreements, COUNTY has resumed or will resume control and maintenance over each of the relocated or reconstructed COUNTY roads, frontage roads, and other STATE constructed local roads, except for any portion which is adopted by STATE as a part of the freeway proper.
5. The degree or extent of maintenance work to be performed, and the standards therefore, 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.
6. COUNTY agrees to continue its control and maintenance of each of the affected relocated or reconstructed COUNTY streets and roads as shown on Exhibits A, B, C, and D, attached hereto and made a part hereof by this reference.
7. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' maintenance responsibility as described herein, and there is mutual agreement on a change in the maintenance responsibilities between PARTIES, those minor revisions to Exhibit A, B C or D may be approved by the District 5 Deputy District Director of Maintenance for the State and the Director of Public Works for the County by a mutual written-execution of each of the exhibits.
8. COUNTY must obtain the necessary encroachment permits from STATE's District 5 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. These permits will be issued at no cost to COUNTY. If COUNTY elects to use a contractor to perform some or all of COUNTY maintenance responsibilities the contractor must also obtain an Encroachment Permit. This permit will also be issued at no cost to the COUNTY's contractor.
9. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS
 - 9.1. COUNTY will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, drainage installations, landscaping and irrigation identified on Exhibit A, Location 1. County will also maintain lighting

installations of traffic service facilities (identified on Exhibit A, Locations 1 and 2) that may be required for the benefit or control of traffic using that undercrossing, excluding signage attached to the State structure. County will perform weed abatement and graffiti abatement on the slope paving, the community identifier, and wall surfaces identified within Exhibit A and D.

9.2. COUNTY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between COUNTY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

10. WALLS AND SOUNDWALLS – COUNTY is responsible for debris removal, cleaning, and painting to keep COUNTY's side of any wall structure free of debris, dirt, and graffiti. Limits of walls are identified on Exhibit A, Vicinity Map.

11. LANDSCAPED AREAS – COUNTY is responsible for the maintenance of any plantings or other types of roadside improvements of PROJECT lying outside of the fenced area restricting walk-on access to the freeway, inclusive of all irrigation equipment and plantings on the COUNTY side of soundwalls. Areas are identified on Exhibit A, Locations 1 and 2.

12. INTERCHANGE OPERATION - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

13. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

13.1. COUNTY shall be responsible for all maintenance and electricity costs associated with all electrical devices shown in Exhibit A.

13.2. PARTIES intend to execute a separate "Electric Facilities Cost Sharing Agreement" in the future allocating costs between parties (as per Exhibit C) for maintenance of electrically-operated traffic control devices not shown in Exhibit A.

14. BICYCLE PATHS, LANES, AND CYCLE TRACKS

COUNTY will maintain, at COUNTY expense, all elements of the asphalt and concrete Class 1 Bike Path on Ortega Hill from the inside (Highway 101) concrete barrier outward to the right of way, including (but not limited to) sweeping, debris removal, routine maintenance, lighting, and any overlays/rehabilitation of the pavement/subgrade as necessary, drainage facilities, slopes, landscaping and irrigation, barriers, graffiti abatement, and signing and striping and pavement markings required for the direction and operation of that non-motorized facility. STATE will maintain the concrete barrier with chain link fence between Highway 101 and the Class 1 Bike Path, except graffiti on the Bike Path side which will be the responsibility of COUNTY.

15. LEGAL RELATIONS AND RESPONSIBILITIES

15.1. 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 to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

15.2. Neither COUNTY 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 conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and their 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.

15.3. 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 COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY 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 COUNTY under this Agreement.

16. PREVAILING WAGES:

16.1. 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 works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. COUNTY 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. COUNTY agrees to include prevailing wage requirements in its contracts for public works. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

16.2. Requirements in Subcontracts - COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.

17. SELF-INSURED - COUNTY is self-insured. COUNTY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability 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. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that COUNTY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the location as depicted in EXHIBIT A. COUNTY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

17.1. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by COUNTY 's contractor(s), COUNTY 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 liability 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. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

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

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

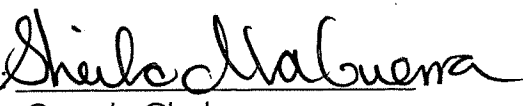
THE COUNTY OF SANTA BARBARA

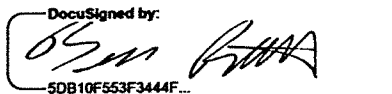
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: 
Chair/Board of Supervisors

Initiated and Approved
By: 
Road Commissioner

By: _____
Deputy District Director
Maintenance District 5

ATTEST:
By: 
County Clerk

By: 
County Counsel

(Plan map identifying the applicable STATE Routes (Freeway proper) and COUNTY road(s) and facilities)

**EXHIBIT B – LETTER OF CERTIFICATE OF COUNTY OF SANTA BARBARA
STATEMENT OF SELF INSURANCE**

Caltrans – District 5

December 15, 2022

50 Higuera Street
San Luis Obispo, CA 93401

ATTN: Berkeley Lindt – Senior Maintenance Engineer

RE: Statement of Self Insurance for County of Santa Barbara Related to Freeway Maintenance Agreement with State of California Department of Transportation ("STATE") for the portion of freeway along Highway 101 at PM 7.3 to 9.5.

Dear Berkeley,

The purpose of this letter is to certify that the COUNTY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the COUNTY 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 a part of its budgetary process, the COUNTY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the COUNTY.

The COUNTY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 17 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The COUNTY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

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

Sincerely,

FINANCE MANAGER

EXHIBIT "C"

TRAFFIC SIGNAL AND LIGHTING

A separate "Electrical Facilities Cost Sharing Agreement" will be executed in the future allocating costs between parties.

EXHIBIT "D"

COUNTY shall be responsible for the abatement of graffiti only on each of the Summerland Community Identifier concrete surface textures constructed on the exterior girders of Evans Ave UC of U.S. Route 101 and shall perform such maintenance per this AGREEMENT.