

**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. On September 11, 1967, a Freeway Agreement, supplemented on December 30, 1968, was 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) 217, declared a freeway, within the jurisdictional limits of the COUNTY.
2. 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.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. Pursuant to Section 4 of the September 11, 1967 Freeway Agreement, 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.
2. 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.
3. COUNTY agrees to continue its control and maintenance of each of the affected relocated or reconstructed COUNTY roads as shown on Exhibit A, attached hereto and made a part hereof by this reference.
4. 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, the PARTIES can revise Exhibit A by a mutual written-execution of each of the exhibits.

5. 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. This permit will be issued at no cost to COUNTY.

6. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

6.1. COUNTY will maintain the COUNTY paved roadway sections, including the traveled way, shoulders, curbs, sidewalks, bike path, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing.

6.2. 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.

7. WALLS, SOUNDWALLS, AND COLUMNS – COUNTY is responsible for debris removal, cleaning, and painting to keep COUNTY's side of any wall structure or column free of debris, dirt, and graffiti.
8. 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.
9. INTERCHANGE OPERATION – STATE is responsible for providing efficient operation of freeway interchanges, including ramp connections to local streets and roads.

10. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

10.1. PARTIES intend to execute a separate "Electrical Facilities Cost Sharing Agreement" in the future allocating costs between parties for maintenance of electrically operated traffic control devices.

11. BICYCLE PATHS, LANES, AND CYCLE TRACKS - COUNTY is solely responsible for all improvements, including but not limited to the delineation, fencing/railing, lighting and electrical/solar, guard railing, drainage facilities, retaining walls, slope and structural adequacy, scour protection and repairs to bike path features. COUNTY will maintain, at COUNTY expense, a safe facility for bicycle travel along the entire length of the path/lane/cycle track by providing sweeping and debris removal when necessary; and all signing and striping, and pavement markings required for the direction and operation of that non-motorized facility.

11.1. STATE will maintain the retaining walls supporting SR 217 in their entirety. COUNTY will maintain the surface of the walls facing the bike path including any architectural treatments and graffiti removal.

11.2. STATE will maintain the structural components of SR 217 Pedestrian Undercrossing. COUNTY will maintain the remainder including, but not limited to, all surfaces (including graffiti removal), lighting, drainage, pavement, signs and pavement delineation, and sweeping and debris removal.

11.3. COUNTY will maintain, at COUNTY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) of any portion of bike path on SR 217.

STATE will maintain bridge(s) on SR 217 components below the deck wearing surface including, but not limited to, deck, superstructure, and substructure as well as the concrete barrier between mainline and the bike path. COUNTY will maintain the bike path-facing surface of the barrier between mainline and the bike path, including graffiti removal. COUNTY will maintain the surface of the deck and above along the bike path including the exterior curb and associated pedestrian railing.

11.4. Graffiti Removal. COUNTY, at COUNTY's sole cost and expense, shall remove all graffiti. COUNTY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. COUNTY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.

11.5. Unsheltered Encampments. COUNTY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the undercrossings, subject to State's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal Law.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations in shown in Exhibit A.

12. LEGAL RELATIONS AND RESPONSIBILITIES

12.1. 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.

12.2. 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.

12.3. 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.

13. PREVAILING WAGES:

- 13.1. 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.
- 13.2. 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.

14. INSURANCE

14.1. 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.

14.2. 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.

15. 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.

16. 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.

December 1, 2023
Tracking No. 05-2024-MB05
Sandspit UC, Goleta ATP Bike Path 05-1K630
SB-217-0.5/1.3

THE COUNTY OF SANTA BARBARA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: 
Chair of Board of Supervisors

Initiated and Approved

By: 
Road Commissioner

By: _____
Deputy District Director
Maintenance District 5

ATTEST:

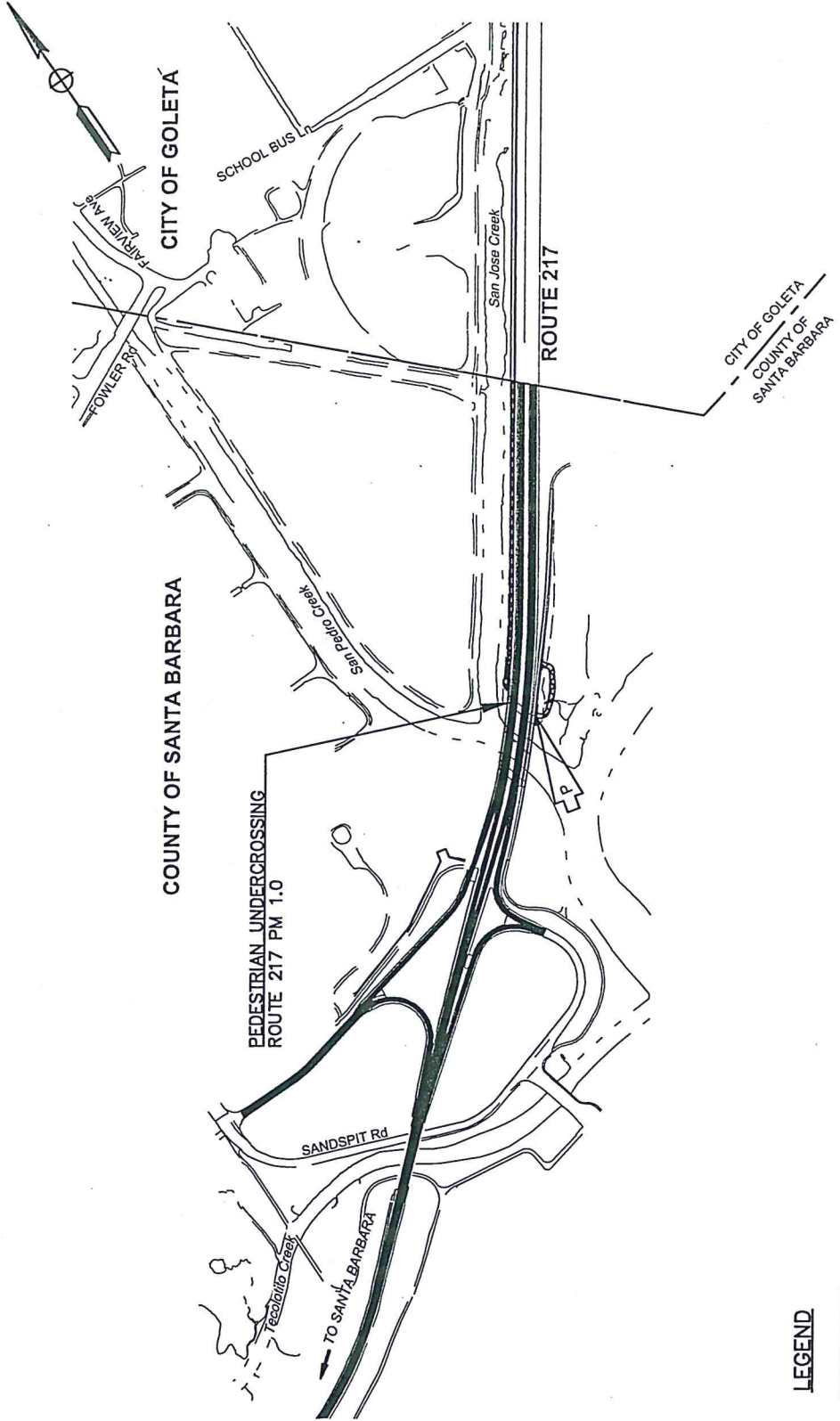
By: 
County Clerk

By: 
County Counsel

EXHIBIT "A"

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

EXHIBIT A



LEGEND

||| FREEWAY

--- PEDESTRIAN PATH TO BE CONSTRUCTED

▾ PEDESTRIAN UNDER-CROSSING



SB-217 1.0/1.3

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

Caltrans – District 5

January 9, 2024

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”) along Highway 217 from PM 0.5 to 1.3

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 14 (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,

DocuSigned by:

05F555F00269466...
Greg Milligan

Risk Manager