

**05-SB-101-83.1 / 83.9  
05-463804  
UNION VALLEY PARKWAY  
INTERCHANGE**

**IN SANTA BARBARA COUNTY NEAR ORCUTT  
FROM 0.8 MILE NORTH OF CLARK AVENUE  
OVERCROSSING TO 0.6 MILE SOUTH OF  
SOUTH SANTA MARIA UNDERCROSSING**

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

THIS AGREEMENT is made and entered into in duplicate, effective this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the State of California, acting by and through its 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."

WITNESSETH:

- A. WHEREAS, on September 25, 1967 a Freeway Agreement 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 101 within the jurisdictional limits of the COUNTY of Santa Barbara as a freeway; and
- B. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in Section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local COUNTY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
- C. WHEREAS, pursuant to Section 4 of the above September 25, 1967 Freeway Agreement, COUNTY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed COUNTY streets, except for those portions adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

- 1. COUNTY agrees to continue their control and maintenance of each of the affected relocated or reconstructed COUNTY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
- 2. STATE agrees to continue control and maintenance of those portions adopted as a part of SR 101 Freeway proper as shown in Exhibit A.
- 3. The PARTIES agree to share the maintenance responsibilities on individual infrastructure items as provided in Exhibit C attached and made a part of this Agreement by reference, as long as it is not in conflict with the terms of this Agreement. In case of a conflict, the terms of this Agreement shall prevail.
- 4. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit C by a mutual written execution of Exhibit A & C.

5. 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' 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 all PARTIES, which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
6. COUNTY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.
7. 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.

8. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- A. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR 101 below the deck surface except as hereinafter provided.
- B. COUNTY will maintain, at COUNTY expense, the deck and/or surfacing and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, bike lanes, etc.) that may be required for the benefit or control of traffic using that overcrossing.
- C. At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense.

9. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

Not Applicable

10. SOUNDWALLS

Responsibility for debris removal, cleaning and painting to keep the side of any sound wall structure facing away from the STATE highway free of debris, dirt and graffiti shall not lie with STATE or COUNTY.

11. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Not Applicable

12. INTERCHANGE OPERATON

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

The cost of operation, maintenance, repairs, replacement and energy costs of safety lighting, placed at interchanges of SR 101 Freeway and COUNTY streets and roads and at ramp connections or SR 101 and COUNTY facilities shall be shared by the PARTIES.

A separate existing "Shared Cost Electrical Agreement" (dated July 26, 1982) -Exhibit A will be modified to include the new lighting.

The said cost shall be paid by STATE and the COUNTY shall reimburse the STATE their agreed upon share.

14. BICYCLE PATHS

Not Applicable

15. 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 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.
- B. 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, 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 all of 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.
- C. 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.

D. Labor Code Compliance/Prevailing Wages:

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, the COUNTY 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. COUNTY agrees to include Prevailing Wage requirements in its contracts for public work. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

E. Prevailing Wage Requirements in Subcontracts:

COUNTY 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 COUNTY'S contracts.

F. Insurance:

- i. COUNTY 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 STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE that shall be delivered to STATE with a signed copy of this Agreement
- ii. If COUNTY is self insured, COUNTY agrees to also deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of this Agreement.

16. 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 Freeway Maintenance Agreement shall not affect any pre-existing obligations of COUNTY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which COUNTY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

*The 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.

**COUNTY OF SANTA BARBARA**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**MALCOLM DOUGHERTY  
Director of Transportation**

By \_\_\_\_\_,  
DOREEN FARR, Chair  
Board of Supervisors

By \_\_\_\_\_,  
TIMOTHY M. GUBBINS  
Director – Caltrans District 5

ATTEST:

BY \_\_\_\_\_  
MICHAEL ALLEN  
Clerk of the Board

By \_\_\_\_\_  
STEVE PRICE  
Deputy District Director of  
Maintenance & Operations  
Caltrans District 5

APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
County Counsel

APPROVED AS TO FORM & PROCEDURE

By \_\_\_\_\_  
Deputy County Counsel

By \_\_\_\_\_  
DENISE ZUNIGA  
\*\*Legal 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.*

## **EXHIBIT “A”**

Interchange Layout Exhibit and COUNTY non-standard Bridge pilasters Exhibit

## **EXHIBIT “B”**

A separate existing “Shared Cost Electrical Agreement” (dated July 26, 1982) –Exhibit A will be modified to include the new lighting.

## **EXHIBIT “C”**

The COUNTY shall be responsible for the maintenance, repairs, and replacement of each of the concrete pilasters located at the abutment corners of the Union Valley Parkway bridge overcrossing to U.S. Route 101 and shall perform such maintenance per Sections 6 and 7 of this AGREEMENT.