FREEWAY MAINTENANCE AGREEMENT

WHEREAS, on December 16, 1968, a freeway agreement was executed between the COUNTY and the State wherein the COUNTY agreed and consented to certain adjustments of the COUNTY road system required for the development of that portion of State highway Route 101, within the limits of the COUNTY of Santa Barbara, as a freeway, and

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, and COUNTY roads or portions thereof and landscaped areas, within the freeway limits, and

WHEREAS, under Section 3 of the above freeway agreement, the COUNTY will resume control and maintenance over each of the relocated or reconstructed COUNTY roads except on those portions thereof adopted as a part of the freeway proper.

MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets Highways Code as follows:

- Sec. 27 "(a) The preservation and keeping of rights of way, each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
 - "(b) Operation of special safety conveniences and devices, and illuminating equipment.
 - "(c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements or other unusual or unexpected damage to a roadway, structure or facility."

NOW, THEREFORE, IT IS AGREED:

1. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described, which affects the division of maintenance, the Department will provide a new dated and revised Exhibit "A", which is made a part hereof by this reference, which will supercede the original exhibit and which will become part of this agreement.

2. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the deck surface except as hereinafter provided. The COUNTY will maintain, at COUNTY expense, the

deck and/or surfacing and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface. The COUNTY will also maintain all portions of the structure above the bridge deck, as above specified, including lighting installations, as well as all traffic service facilities (signals, signs, pavement markings, etc.) that may be required for the benefit or control of COUNTY road traffic.

At such locations, as shall be determined by the State, screening shall be placed on State freeway overpasses on which pedestrians are allowed (as directed by Sec. 92.6 of the Streets and Highways Code). All screens installed under this program will be maintain by the State (at State expense).

Landscaped areas within the limits reserved for freeway use, including traffic interchanges and on- and off-ramp areas but excluding frontage road areas, will be maintained by the State, at State expense. All plantings or other types of roadside development lying outside of the area reserved for freeway use will be maintained by the COUNTY at COUNTY expense.

4. INTERCHANGE OPERATION

It is the responsibility of the State to provide efficient operation of freeway interchanges including ramp connections

to local streets. The State will not pay for the maintenance, repair, servicing, or power for ordinary street lighting; however, lighting at intersections which qualifies as safety lighting under current warrants will be paid for by the State.

5. LEGAL RELATIONS AND RESPONSIBILITIES:

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

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 the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement for Maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4 COUNTY shall defend, indemnify and save harmless the State of California, all 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 the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement.

It is understood and agreed that neither COUNTY 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 the STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement for Maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4 STATE shall defend, indemnify and save harmless the COUNTY, all 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 the STATE under this Agreement.

6. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State, it being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of the COUNTY to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the COUNTY 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.

Approved as to form and procedure:

Attorney Department of Transportation

County Attorney

By

County Executive

County Clerk

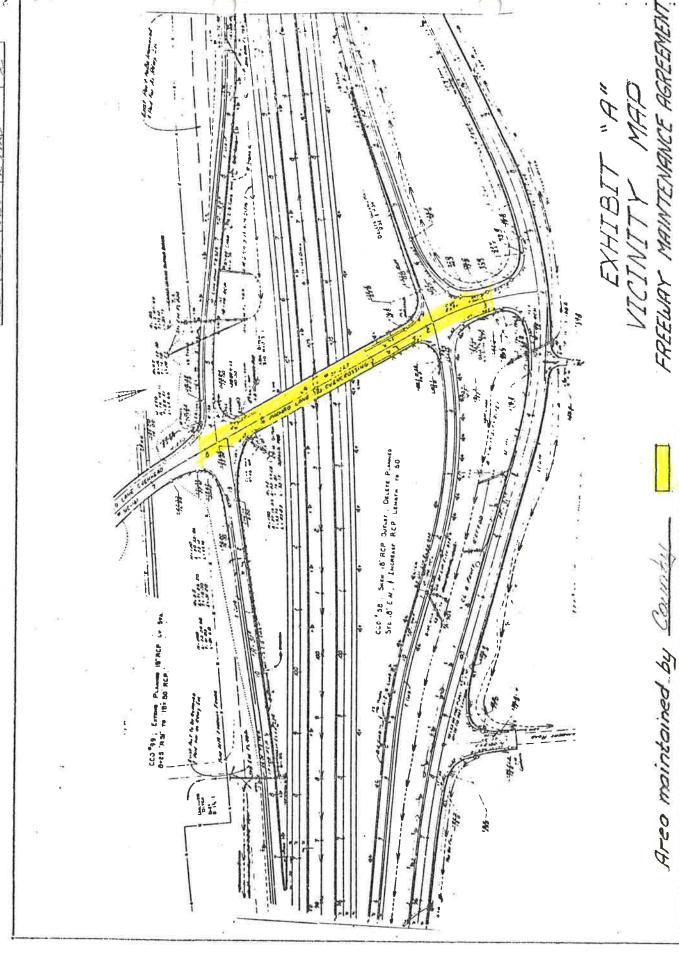
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

ROBERT K. BEST Director of Transportation

By

District Director

015t Co. Rtc. Mile Past Sheet



BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS

MINUTE ORDER

October 24, 1988, at 9:00 a.m.

Supervisors David M. Yager, Thomas A. Rogers. Present: William B. Wallace, DeWayne Holmdahl and

Toru Miyoshi; and Kenneth A. Pettit, Clerk (Hall)

Supervisor Yager in the Chair

Public Works - Execute freeway maintenance agreements with CalTrans in conformance with the provisions of original freeway agreements with State for vehicular undercrossings, as follows; (88-14.833)

- a) South Padaro Lane and Route 101, First District;
- b) Evans Avenue and Route 101, First District;c) East Clark Avenue and Route 135, Fourth and Fifth Districts;
- d) Santa Rosa Road and Route 101, Fourth District;
- e) Padaro Lane and Route 101, First District;
- f) Rice Ranch Road and Route 135, Fourth District;
- g) Hollister Avenue and Route 217. Third District.

Miyoshi/Holmdahl Approved; Chair to execute.

cc: Public Works, Roads Division

> This is a true certified copy of the original document on file or of record in my office. It be are the seel and signature, imprinted in purple ink, of the County Oldik-Recorder,

COUNTY CLERK-RECORDER, SANTA BARBARA COUNTY, CALIFORNIA

BY DEPUTY: COL

HLEF

COUNTY OF SANTA BARBARA

123 E. ANAPAMU ST, SANTA BARBARA, CALIFORNIA 93101 AREA CODE 805 568-3000



EDWARD J. MARINI Assistant Director (Public Works)

WILLIAM G. MENCHEN Assistant Director (Roads)

DEPARTMENT OF PUBLIC WORKS

CHARLES F. WAGNER Director

November 2, 1988

Mr. Thomas Pollock
District Director
Department of Transportation
District 5
Post Office Box 8114
San Luis Obispo, California
93403-8114

Re: Freeway Maintenance Agreement - Padaro Lane at U.S. 101 -05-SB-101-R7.13

Attention: Mr. H. W. Filipponi

District Maintenance Engineer

Dear Sir:

Enclosed are an Original and three copies of the above referenced agreement, executed by the Board of Supervisors on October 24, 1988. Also enclosed is a Certified copy of the Board's Minute Order authorizing execution of the Agreement.

Upon execution by the State District Director, please return two copies with Original signatures to this Department for distribution within the County.

Sincerely yours,

Marlene F. Demery

Assistant Director of Public Works

MFD/bs encls.

FREEWAY MAINTENANCE AGREEMENT

WHEREAS, on January 11, 1960, a freeway agreement was executed between the COUNTY and the State wherein the COUNTY agreed and consented to certain adjustments of the COUNTY road system required for the development of that portion of State highway Route 101, within the limits of the COUNTY of Santa Barbara, as a freeway, and

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, and COUNTY roads or portions thereof and landscaped areas, within the freeway limits, and

WHEREAS, under Section 3 of the above freeway agreement, the COUNTY will resume control and maintenance over each of the relocated or reconstructed COUNTY roads except on those portions thereof adopted as a part of the freeway proper.

MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets Highways Code as follows:

- Sec. 27 "(a) The preservation and keeping of rights of way, each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
 - "(b) Operation of special safety conveniences and devices, and illuminating equipment.
 - "(c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements or other unusual or unexpected damage to a roadway, structure or facility."

NOW, THEREFORE, IT IS AGREED:

1. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described, which affects the division of maintenance, the Department will provide a new dated and revised Exhibit "A", which is made a part hereof by this reference, which will supercede the original exhibit and which will become part of this agreement.

2. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks, walls (including eliminating graffiti), drainage

installations, lighting installations and traffic service facilities that may be required for the benefit or control of COUNTY road traffic will be maintained by the COUNTY.

3. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Landscaped areas within the limits reserved for freeway use,
including traffic interchanges and on- and off-ramp areas but
excluding frontage road areas, will be maintained by the
State, at State expense. All plantings or other types of
roadside development lying outside of the area reserved for
freeway use will be maintained by the COUNTY at COUNTY
expense.

4. INTERCHANGE OPERATION

It is the responsibility of the State to provide efficient operation of freeway interchanges including ramp connections to local streets. The State will not pay for the maintenance, repair, servicing, or power for ordinary street lighting; however, lighting at intersections which qualifies as safety lighting under current warrants will be paid for by the State.

5. LEGAL RELATIONS AND RESPONSIBILITIES:

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

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 the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement for Maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4 COUNTY shall defend, indemnify and save harmless the State of California, all 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 the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement.

It is understood and agreed that neither COUNTY 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 the STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement for Maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4 STATE shall defend, indemnify and save harmless the COUNTY, all 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 the STATE under this Agreement.

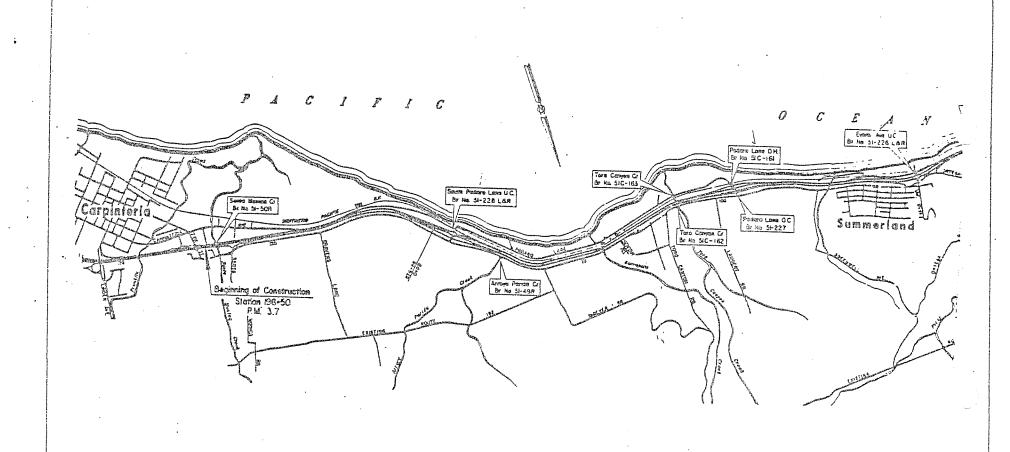
6. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State, it being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of the COUNTY to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the COUNTY 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.

hands and seals the	day and yea	r first above written.
		COUNTY OF SANTA BARBARA By County Executive
		County Clerk
Approved as to form procedure:	and	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
Attorney Department of Transp	ortation	ROBERT K. BEST Director of Transportation By
By John M	:	District Director

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EXHIBIT "A"
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FREEWAY MAINTENANCE AGREEMENT

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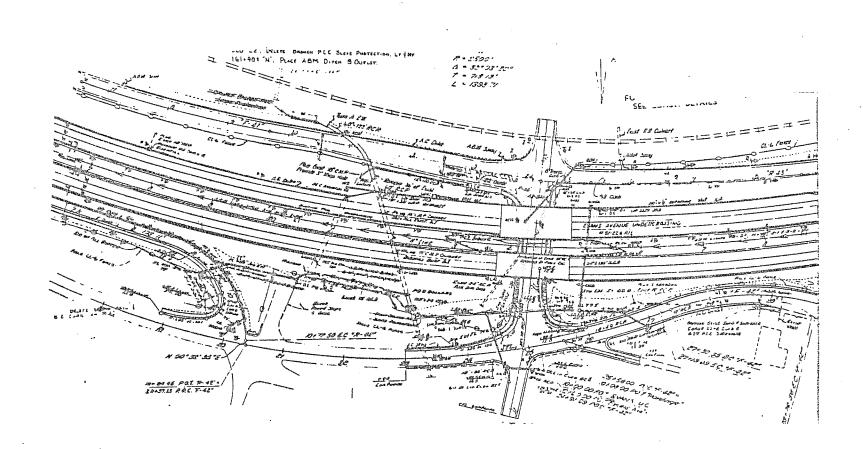


EXHIBIT "A"

VICINITY MAP

Areo maintained by County
FREEWAY MAINTENANCE AGREEMEN

BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA STATE OF CALIFORNIA CLERK OF THE BOARD OF SUPERVISORS

MINUTE ORDER

October 24, 1988, at 9:00 a.m.

Supervisors David M. Yager, Thomas A. Rogers, Present:

William B. Wallace, DeWayne Holmdahl and

Toru Miyoshi: and Kenneth A. Pettit, Clerk (Hall)

Supervisor Yager in the Chair

Public Works - Execute freeway maintenance agreements with RE: CalTrans in conformance with the provisions of original freeway agreements with State for vehicular undercrossings, as follows; (88-14,833)

- a) South Padaro Lane and Route 101, First District;
- b) Evans Avenue and Route 101, First District;
- c) East Clark Avenue and Route 135, Fourth and Fifth Districts;
- d) Santa Rosa Road and Route 101, Fourth District;
- e) Padaro Lane and Route 101, First District;
- f) Rice Ranch Road and Route 135, Fourth District;
- g) Hollister Avenue and Route 217, Third District.

Miyoshi/Holmdahl Approved; Chair to execute.

Public Works, Roads Division cc:

> This is a true certified copy of the original document on file or of record in ray office. If keeping the nool and a gnature, imprinted in

purple ink, of the County \$15,68000rder,

COUNTY CLERK-RECORDER, SANTA DANDARA COUNTY, CALIFORNIA

DATE: 11-2-86 BY DEPUTY: aluaC.

COURTY OF SARTA BARBARA

123 E. ANAPAMU ST. SANTA BARBARA, CALIFORNIA 93101 AREA CODE 805 568-3000



EDWARD J. MARINI Assistant Director (Public Works)

WILLIAM G. MENCHEN Assistant Director (Roads)

DEPARTMENT OF PUBLIC WORKS

CHARLES F. WAGNER
Director

November 2, 1988

Mr. Thomas Pollock
District Director
Department of Transportation
District 5
Post Office Box 8114
San Luis Obispo, California
93403-8114

Re: Freeway Maintenance
Agreement - Evans
Avenue at U.S. 101
05-SB-101-R8.26

Attention: Mr. H. W. Filipponi

District Maintenance Engineer

Dear Sir:

Enclosed are an Original and three copies of the above referenced agreement executed by the Board of Supervisors on October 24, 1988. Also enclosed is a Certified copy of the Board's Minute Order authorizing execution of the Agreement.

Upon execution by the State District Director, please return two copies with Original signatures to this Department for distribution within the County.

Sincerely yours,

Marlene F. Demery

Assistant Director of Public Works

MFD/bs encls.

AGREEMENT FOR MAINTENANCE OF STATE HIGHWAY IN THE COUNTY OF SANTA BARBARA

THIS AGREEMENT, is entered into effective this _____ day of ______, 2004 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".

- I. The Parties desire to provide that COUNTY will perform particular maintenance functions on the State highways within the COUNTY as authorized in Section 130 of the Streets and Highways Code.
- II. COUNTY will perform such maintenance work as is specifically delegated to it on the identified State highway routes, or portions thereof, all as hereinafter described under Exhibit A hereof or as said Exhibit may be subsequently modified with the consent of the parties hereto acting by and through their authorized representatives.
- III. This Agreement shall not supersede any previous agreement for maintenance of the identified portion of the State highways in the County Santa Barbara and/or amendments thereto with COUNTY.
- IV. 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 (a copy of which has been provided to COUNTY, or as may be prescribed from time to time by the District Director. "District Director," as used herein, means the District Director of the Department of Transportation assigned to the territory in which COUNTY is located, or an authorized representative.
- V. The functions and levels of maintenance service delegated to COUNTY in the attached Exhibit A, "Delegation of Maintenance" has been considered in setting authorized total dollar amounts if applicable. COUNTY may perform additional work if desired, but STATE will not reimburse COUNTY for any work in excess of the authorized dollar limits established herein.

- VI. A. If applicable, STATE will reimburse COUNTY for the actual cost of all routine maintenance work performed by COUNTY as delegated under Exhibit A to this Agreement. It is agreed that during any fiscal year, the maximum expenditure (if applicable) on any route shall not exceed the amount as shown in Exhibit A to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for the cost of operating and maintaining utility-owned and maintained lighting now in place at the intersection of any State highway route and any COUNTY street/road shall be shared as shown in Exhibit B, if applicable.
 - B. The expenditure per route for routine maintenance work, as referred to above, may be increased or decreased, redistributed between routes, or additional expenditures for specific projects may be made when such adjustment of expenditures for routine maintenance or such specific work is authorized in writing by the District Director or his authorized representative and accepted by COUNTY as an amendment to Exhibit A.
 - C. Additional expenditures, or an adjustment of expenditures, once authorized shall apply during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as hereinafter specified. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of the Agreement.
- VII. A new Exhibit A "DELEGATION OF MAINTENANCE" will be provided annually by STATE for an ensuing fiscal year, if necessary, to ensure an equitable annual cost allocation when applicable.
- VIII. A. COUNTY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually)in arrears. Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following the close of STATE's fiscal year on each June 30th and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted each year for periods prior to the last fiscal year will be deemed waived and will not be honored.
 - B. If applicable, maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge by COUNTY for the direct cost of processing this type of bill will be allowed.

- IX. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.
- X. It is understood and agreed that neither STATE nor any officer or employee is responsible for any 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 delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, COUNTY shall defend, indemnify and save harmless the STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
- XI. It is understood and agreed that neither COUNTY 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 pursuant to Government Code section 895.4, STATE shall defend, indemnify and save harmless COUNTY, 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.
- XII. If applicable, STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billing by COUNTY.
- XIII. This Agreement shall remain in full force and effective until amended by the mutual consent of the parties thereto or terminated by either party upon thirty (30) days' notice to the other party.

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

County of Santa Barbara

County Executive

County Clerk

County Counsel

Auditor-Controller Deputy

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

RANDELL H. IWASAKI

Interim Director of Transportation

Bv

R. GREGG ALBRIGHT

^{IJ}District Director

EXHIBIT "A"

DELEGATION OF MAINTENANCE

The specific maintenance function indicted below is hereby delegated to COUNTY. This delegation of maintenance function set forth herein does not include the control and maintenance areas and functions which rest with COUNTY under the terms of executed Freeway Agreements and/or Freeway Maintenance Agreements.

Route <u>No.</u>	Length <u>Miles</u>	Description of Routing	Program <u>Delegated</u>	Maxir Annu Autho <u>Exper</u>	al
101	0.5	In Santa Barbara County Near Summerland between Evans Avenue and Sheffield Drive	HM1A ¹ HM2C ¹ HM2D ¹ HM2E ¹ HM4K ²	\$	0
		TOTAL AUTHORIZED EXPEN	IDITURE	\$	0

The specific maintenance functions delegated to COUNTY shall include:

¹All elements of the asphalt Class 1 Bike Path from the inside (Highway 101) concrete barrier outward to the right of way fence, including (but not limited to) sweeping, debris removal, routine maintenance, and any overlays/rehabilitation of the pavement/subgrade as necessary, as well as all maintenance and to the adjacent slopes.

²All elements of the decorative lighting system, including all standards, bulbs, electrical wiring, conduit, all costs of maintaining electrical service, and all other incidentals associated with the system. This includes any replacement or damage resulting from a vehicle hit or other incident from Highway 101.



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

September 28, 2004

Present: Supervisor Schwartz, Supervisor Rose, Supervisor Marshall, Supervisor

Gray and Supervisor Centeno

PUBLIC WORKS

File Reference No. 04-00945

RE:

Authorize the Public Works Director to execute the Maintenance Agreement between Santa Barbara County Public Works Department and Caltrans for the maintenance of the Ortega Hill Class I Bikeway.

A motion was made by Supervisor Schwartz, seconded by Supervisor Gray, that this matter be Authorized. The motion carried unanimously.

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Suppliance.

Hork of the Board, Santa Barbara County, Collfornia

by Deputy:

STATE OF CALIFORNIA DEPARTMEN MASTER AGREEMENTS COV		RTATION			(
ADM-0133 (NEW 1/96) Document File No. SB-4	42- 0/6	406			07/31/07	
DIVISION/DISTRICT NAME						
56 - MAINTENANCE						
CONTACT PERSON (Name) CAROL LEWEN				BUSINESS PHONE 654-5550	MAIL STATION NO.	
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TYPE OF AGREEMENT (Check one)						
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SANTA BARBARA	101		VARIOU	JS		
THIS AGREEMENT IS MADE BETWEE	EN THE STATE O	F CALIFORNIA AND				
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