



## County of Monterey Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

**Agreement No.: A-17609**

- a. Approve Project Specific Maintenance Agreement with the California Department of Transportation (Caltrans) for the State Highway Route 183/Castroville Complete Streets Project, 05-1H650, for a term effective the execution date of the Agreement until mutually terminated; and
- b. Authorize the Director of Public Works, Facilities and Parks to execute the Project Specific Maintenance Agreement and submit the fully executed Agreement to the County Recorder for filing.

PASSED AND ADOPTED on this 9<sup>th</sup> day of December 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root Askew and Daniels

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 9, 2025.

Dated: December 12, 2025  
File ID: A 25-464  
Agenda Item No.: 92

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

Margarita Hernandez, Deputy

**PROJECT SPECIFIC MAINTENANCE AGREEMENT  
WITH COUNTY OF MONTEREY**

THIS AGREEMENT is made effective this 27 day of JANUARY, 2026, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the County of Monterey; hereinafter referred to as "COUNTY"; and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of COUNTY for newly constructed or revised improvements within STATE's right of way by Expenditure Authorization (EA) Number 05-1H650.
2. This Agreement addresses COUNTY's responsibility for the benches, bike racks, rock blankets outside State right of way, any COUNTY proposed red curb markings and green pavement markings, (collectively the "CONTEXT SENSITIVE SOLUTIONS") placed within State Highway right of way on State Route 183, as shown on Exhibit A, attached and incorporated by this reference.
3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of COUNTY for the improvements of PROJECT constructed within the STATE right of way by EA Number 05-1H650.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of CONTEXT SENSITIVE SOLUTIONS as shown on said Exhibit "A."
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 State Maintenance Manual.

October 31, 2025

05-5-HB09

Mon-183-R8.3/9.9

County of Monterey – Castroville Complete Streets Project – 05-1H650

3. Exhibit A consists of plan drawings that delineate and describe the areas within STATE right of way which are the responsibility of the COUNTY to maintain in accordance with this Agreement.
4. When a planned future improvement is constructed and/or a minor revision has been effected with the STATE's consent or initiation within the limits of the STATE's right of way herein described which affects the PARTIES' division of maintenance responsibility as described herein, the PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.
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's maintenance responsibilities. This permit will be issued at no cost to COUNTY.
6. COUNTY agrees, at COUNTY's expense, to do the following:
  - 6.1. COUNTY may maintain, or have a licensed contractor with appropriate class of license in the State of California, maintain CONTEXT SENSITIVE SOLUTIONS conforming to the plans and specifications (PS&E) prepared by STATE.
  - 6.2. COUNTY shall ensure that CONTEXT SENSITIVE SOLUTIONS designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance during the entire life of this Agreement.
  - 6.3. COUNTY shall expeditiously MAINTAIN, replace, repair or remove from service any IMPROVEMENTS that have become unsafe or unsightly.
  - 6.4. COUNTY is solely responsible for maintaining green bicycle lane delineation within the STATE's right of way, as shown on Exhibit A. COUNTY will maintain, at COUNTY's expense, all green pavement markings. COUNTY is responsible for the replacement of green pavement markings when pavement preservation measures are made by STATE.
  - 6.5. COUNTY shall ensure CONTEXT SENSITIVE SOLUTIONS within the Agreement limits provide an acceptable walking and riding surface and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the CONTEXT SENSITIVE SOLUTIONS in an expeditious manner.

6.6. COUNTY shall MAINTAIN all parking, curb markings or use restriction signs encompassed within the area of the CONTEXT SENSITIVE SOLUTIONS.

6.7. COUNTY shall remove CONTEXT SENSITIVE SOLUTIONS 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.

7. Unsheltered Encampments. STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the locations shown in Exhibit A, subject to STATE's Maintenance Policy Directive 1001 R1, as amended, 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 as shown on Exhibit A.

8. STATE may provide COUNTY with timely written notice of unsatisfactory conditions that require correction by the COUNTY. However, the non-receipt of notice does not excuse COUNTY from maintenance responsibilities assumed under this Agreement.

9. STATE shall issue encroachment permits to COUNTY at no cost to them.

#### 10. LEGAL RELATIONS AND RESPONSIBILITIES

10.1. 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.

10.2. 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, under or in connection with any work, authority or jurisdiction conferred upon STATE 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 or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

10.3. 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 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.

## 11. PREVAILING WAGES:

11.1. 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.

11.2. 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.

12. INSURANCE - COUNTY and its 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, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence, \$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.

13. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause. COUNTY'S failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

14. 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 as set forth in Article 13 above.

October 31, 2025

05-5-HB09

Mon-183-R8.3/9.9

County of Monterey – Castroville Complete Streets Project – 05-1H650

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.

October 31, 2025  
05-5-HB09  
Mon-183-R8.3/9.9

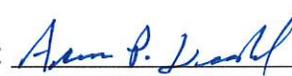
County of Monterey – Castroville Complete Streets Project – 05-1H650

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

COUNTY OF MONTEREY  
Department of Public Works, Facilities  
and Parks (PWFP)

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By:   
Randell Y. Ishii, MS, PE, TE, PTOE  
Director of PWFP

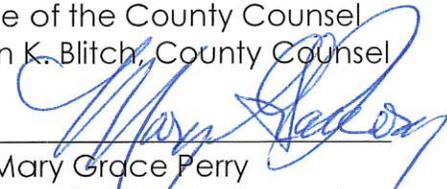
By:   
Aaron Henkel  
Deputy District Director  
Maintenance District 5

Date: 22 Dec 25

Date: 1/27/2026

**Approved as to Form:**

Office of the County Counsel  
Susan K. Blich, County Counsel

By:   
Mary Grace Perry  
Deputy County Counsel

Date: Nov. 19, 2025

**Approved as to Indemnity/Insurance Provisions:**

Office of the County Counsel-Risk Management  
Susan K. Blich, County Counsel

By:   
David Bolton  
Risk Manager

Date: 11/20/25

October 31, 2025

05-5-HB09

Mon-183-R8.3/9.9

County of Monterey – Castroville Complete Streets Project – 05-1H650

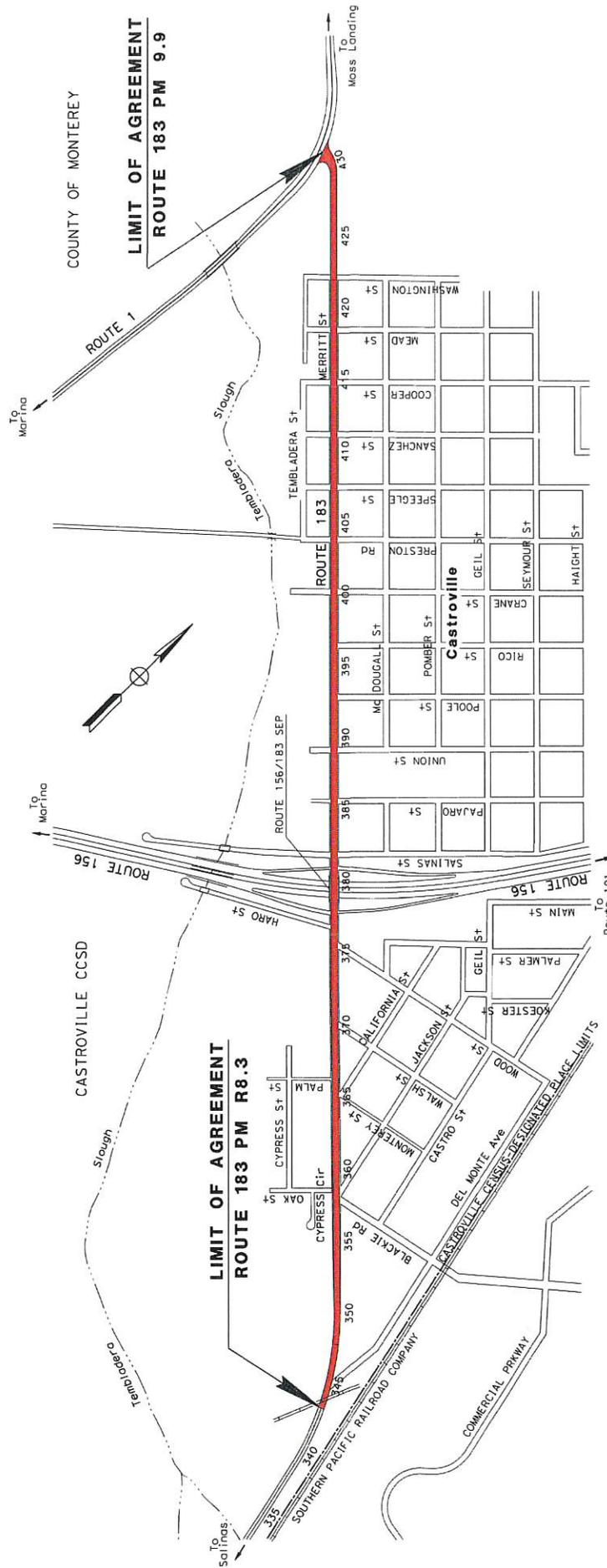
**EXHIBIT A**

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

# PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH THE COUNTY OF MONTEREY

DIST	COUNTY	ROUTE	POST MILE SUBJECT	SHEET TOTAL
05	MON	183	R8.3/9.9	1
				3

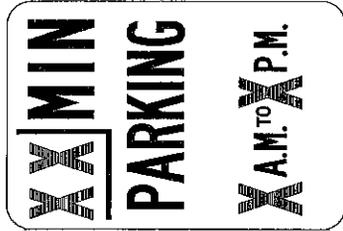
## EXHIBIT A



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	DESIGNED BY	HELEN Y. SONG	REVISD BY	
DATE		CHECKED BY	BERKELEY LINDT	DATE REVISD	

# PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH THE COUNTY OF MONTEREY

FEATURES MAINTAINED BY COUNTY



TYPICAL DETAILS FOR PARKING RESTRICTION SIGNS



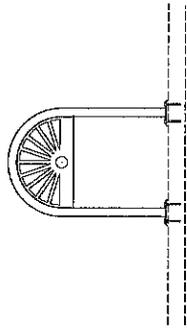
TYPICAL DETAILS FOR BICYCLE METHYL METHACRYLATE PAINT PAYEMENT MARKING (GREEN)

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CHECKED BY	BERKELEY LINDT	DATE REVISED	
Caltrans	MAINTENANCE DESIGN	DESIGNED BY	HELEN Y. SONG	REVISED BY	
BORDER LAST REVISED 7/2/2010					

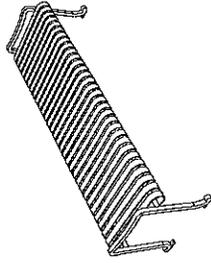
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO. OF NO. SUBJECTS
05	MON	183	R6.3/9.9	3 3

# PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH THE COUNTY OF MONTEREY

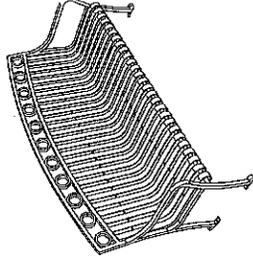
FEATURES MAINTAINED BY COUNTY



TYPICAL DETAILS FOR  
BIKE RACK



TYPICAL DETAILS  
FOR BENCH (TYPE-A)



TYPICAL DETAILS  
FOR BENCH (TYPE-B)

DIST	COUNTY	ROUTE	POST MILEAGE TOTAL PROJECT	SHEET NUMBER
05	MON	183	R8.3/9.9	2
				3

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED BY	HELEN Y. SONG	REVISOR BY		DATE REVISED	
BE&K CONSULTANTS' MAINTENANCE DESIGN		CHECKED BY	BERKELEY LINDT				

BORDER LAST REVISED 7/2/2010 USERNAME => ...Ncmrbitr\051600018-mon.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

UNIT 1251

PROJECT NUMBER & PHASE 0516000118

LAST REVISION 1-24-24

DATE PLOTTED => 2/6/2024 TIME PLOTTED => 9:14:17 PM

GL2-570	AI	<b>CERTIFICATE OF COVERAGE</b>	06/27/2025		
<p><b>Public Risk Innovation, Solutions, and Management</b></p> <p><b>C/O ALLIANT INSURANCE SERVICES, INC.</b>  <b>18100 VON KARMAN AVENUE, 10TH FLOOR</b>  <b>IRVINE, CA 92612</b></p> <p>PHONE (949) 756-0271 / FAX (619) 699-0901                  LICENSE #0C36861</p>		<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>			
		<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>			
		<p>COVERAGE AFFORDED BY: <b>A- Public Risk Innovation, Solutions, and Management</b></p>			
<p><b>Member:</b>                  MONTEREY COUNTY                  ATTN: DAVID BOLTON                  168 WEST ALISAL STREET, THIRD FLOOR                  SALINAS, CA 93901</p>		<p>COVERAGE AFFORDED BY: <b>B</b></p>			
		<p>COVERAGE AFFORDED BY: <b>C</b></p>			
		<p>COVERAGE AFFORDED BY: <b>D</b></p>			
<p><b>Coverages</b></p> <p>THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY #	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability  <input checked="" type="checkbox"/> Excess Auto Liability	PRISM 25 GL2-13	07/01/2025	07/01/2026	Difference between \$6,000,000 and Member's Self-Insured Retention of \$2,500,000 and/or applicable additional member and pooled layers of coverage          Completed Operations Aggregate Applies
<p><b>Description of Operations/Locations/Vehicles/Special Items:</b></p> <p>AS RESPECTS MAINTENANCE AGREEMENT BETWEEN MONTEREY COUNTY AND STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR SR 183 CASTROVILLE COMPLETE STREETS PROJECT, 05-1H650 (COVERAGE INCLUDES \$7,000,000 AGGREGATE)</p> <p>STATE OF CALIFORNIA, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.</p>					
<p><b>Certificate Holder</b></p> <p>CAL TRANS DISTRICT 5                  50 HIGUERA ST                  SAN LUIS OBISPO, CA 93401</p>			<p><b>Cancellation</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p>		
			<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align:center;"><i>GuarDian</i></p> <p>Public Risk Innovation, Solutions, and Management</p>		

**ENDORSEMENT NO. U-1**  
**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**  
**GENERAL LIABILITY 2**  
**ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT**

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

**ADDITIONAL COVERED PARTY:**

**NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE**

**AS RESPECTS:**

**PER ATTACHED CERTIFICATE OF COVERAGE**

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

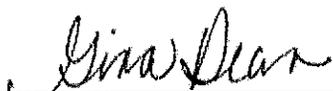
This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: \_\_\_\_\_

Memorandum No.: PRISM 25 GL2-00

Issued to: ALL MEMBERS

Issue Date: June 27, 2025

  
\_\_\_\_\_

Authorized Representative  
Public Risk Innovation, Solutions, and Management