

Attachment A

**FREEWAY MAINTENANCE AGREEMENT
WITH
COUNTY OF MONTEREY**

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 Monterey; hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. On June 7, 2022 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 (SR) 156, 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.
3. There is an existing Freeway Maintenance Agreement, with COUNTY dated August 22, 1967 (hereinafter referred to as "1967 Agreement"). This Agreement is meant to replace or supersede the 1967 Agreement.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. The PARTIES understand and agree that this Agreement shall supersede the 1967 Agreement in its entirety.
2. Pursuant to Section 6 of the June 7, 2022 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.
3. 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.

4. COUNTY agrees to continue their control and maintenance of each of the affected relocated or reconstructed COUNTY streets and roads as shown on Exhibit A, attached and incorporated by this reference.
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' maintenance responsibilities as described herein, and there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A and this Agreement through a mutually agreeable written Amendment to this Agreement.
6. 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.
7. VEHICULAR OVERCROSSINGS

7.1. 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) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, artichoke motif pilasters, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.

7.2. As directed by Section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

8. PEDESTRIAN/BICYCLE OVERCROSSINGS– GEIL STREET

8.1. COUNTY is solely responsible for, but not limited to, the structural adequacy, lighting, fencing, guard railing, drainage facilities, graffiti removal, murals, sweeping and debris removal, signing, and striping, slope paving and delineation. COUNTY will maintain, at COUNTY expense, pedestrian and bicycle facilities along the entire length of the structure and the public use of the STATE highway beneath, by providing structure inspection, and structure maintenance. Except for damage to the structure resulting from freeway vehicular traffic, the COUNTY shall maintain the pedestrian overcrossing in its entirety.

9. 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 overcrossings, 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.

10. 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. LANDSCAPED AREAS - COUNTY is responsible for the maintenance of any plantings or other types of roadside improvements lying outside of the fenced area restricting walk-on access to the freeway.

11.1. COUNTY shall engage in weed abatement operations. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 5 Maintenance at 50 Higuera Street, San Luis Obispo, CA 93401.

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 - A Separate "Shared Cost Electrical Agreement" has been or will be executed allocating these costs between PARTIES.

14. BICYCLE PATHS, LANES, AND CYCLE TRACKS constructed within STATE's right of way, COUNTY is solely responsible for improvements, including but not limited to the delineation, fencing, guard railing, drainage facilities, slope and structural adequacy. 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.

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. INSURANCE - 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 COUNTY's executed Letter of Self-Insurance shall be attached hereto and incorporated by this reference 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.

**COUNTY OF MONTEREY
Public Works Facilities and Parks (PWFP)**

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: _____
RANDELL Y. ISHII, MS, PE, TE, PTOE
Director of PWFP

By: _____
Deputy District Director
Maintenance District 5

Approved as to form:
Office of the County Counsel
Susan K. Blitch, County Counsel

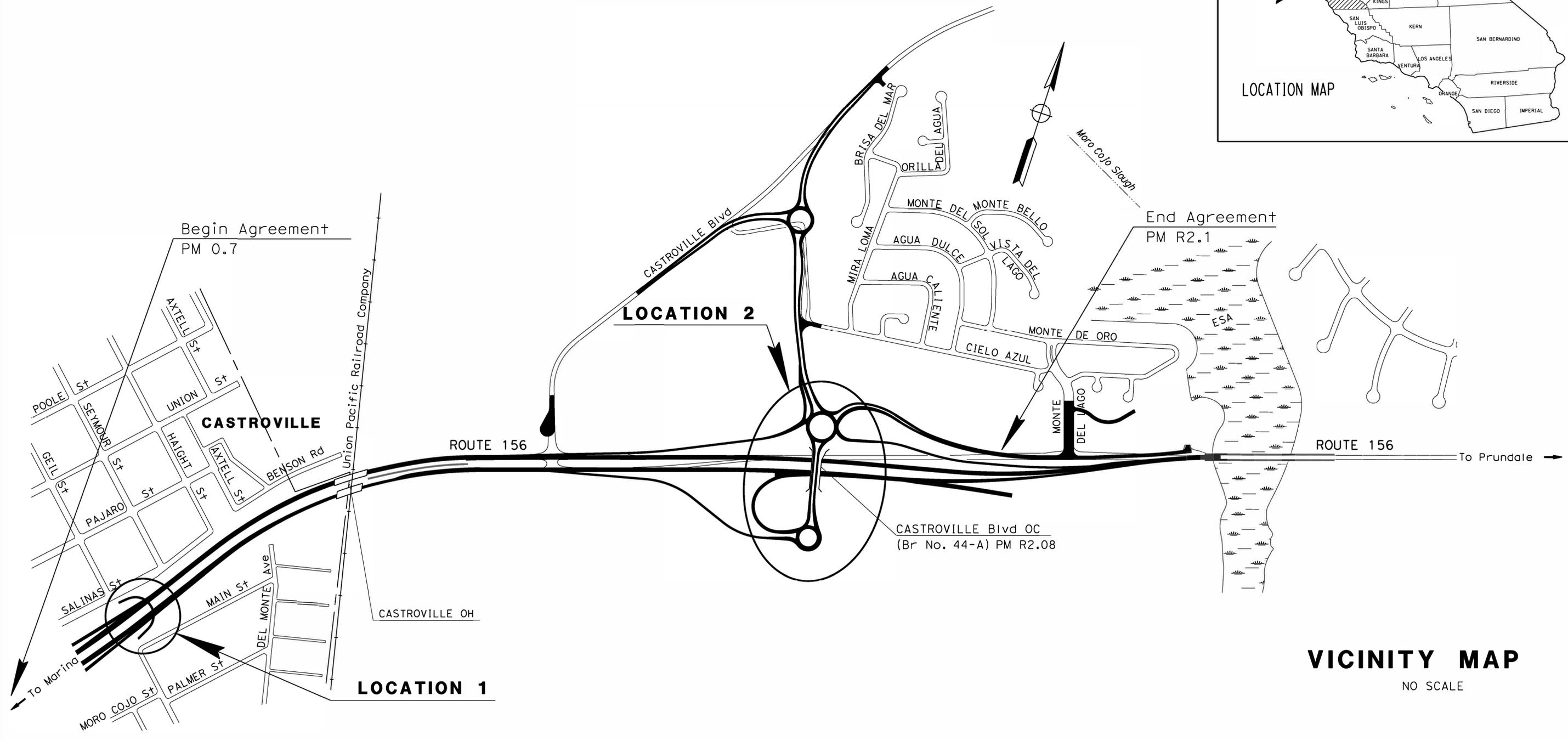
DocuSigned by:
Mary Grace Perry, Deputy County Counsel
By: _____
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Mary Grace Perry 4/24/2025 | 1:07 PM PDT
Deputy County Counsel

**Approved as to insurance and
indemnification provisions:**
Office of the County Counsel-Risk
Management
Susan K. Blitch, County Counsel

DocuSigned by:
David Bolton
By: _____
3E7A6EF11DD8448...
David Bolton 4/24/2025 | 3:54 PM PDT
Risk Manager

FREEWAY MAINTENANCE AGREEMENT WITH THE COUNTY OF MONTEREY EXHIBIT "A"

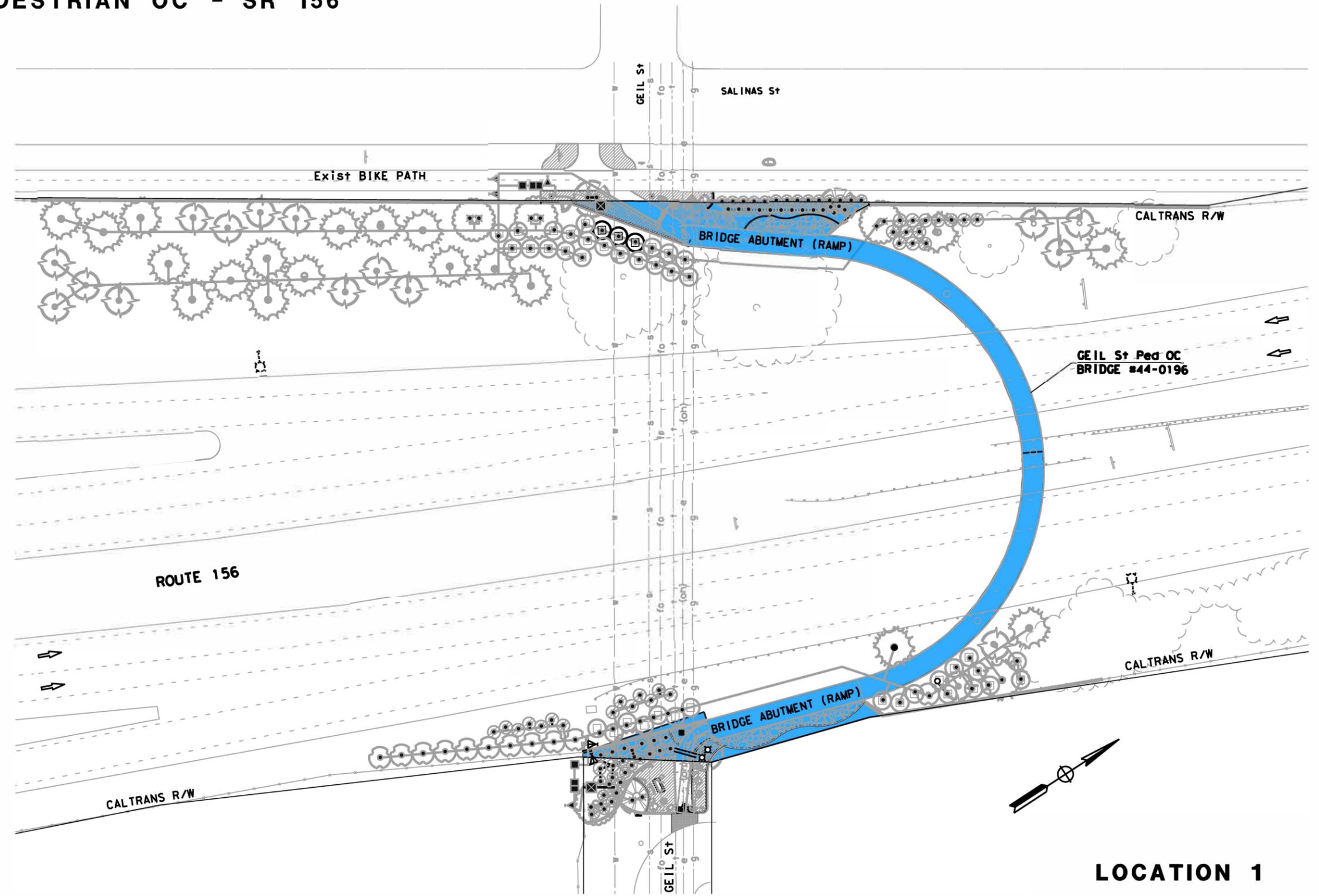
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	Mon	156	0.7/R2.1	1	6



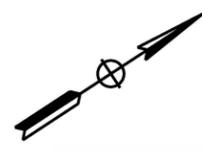
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	Mon	156	0.7/R2.1	2	6

**FREEWAY MAINTENANCE AGREEMENT
WITH THE COUNTY OF MONTEREY
EXHIBIT "A"**

GEIL ST PEDESTRIAN OC - SR 156



LEGEND:
 AREA MAINTAINED BY COUNTY



LOCATION 1

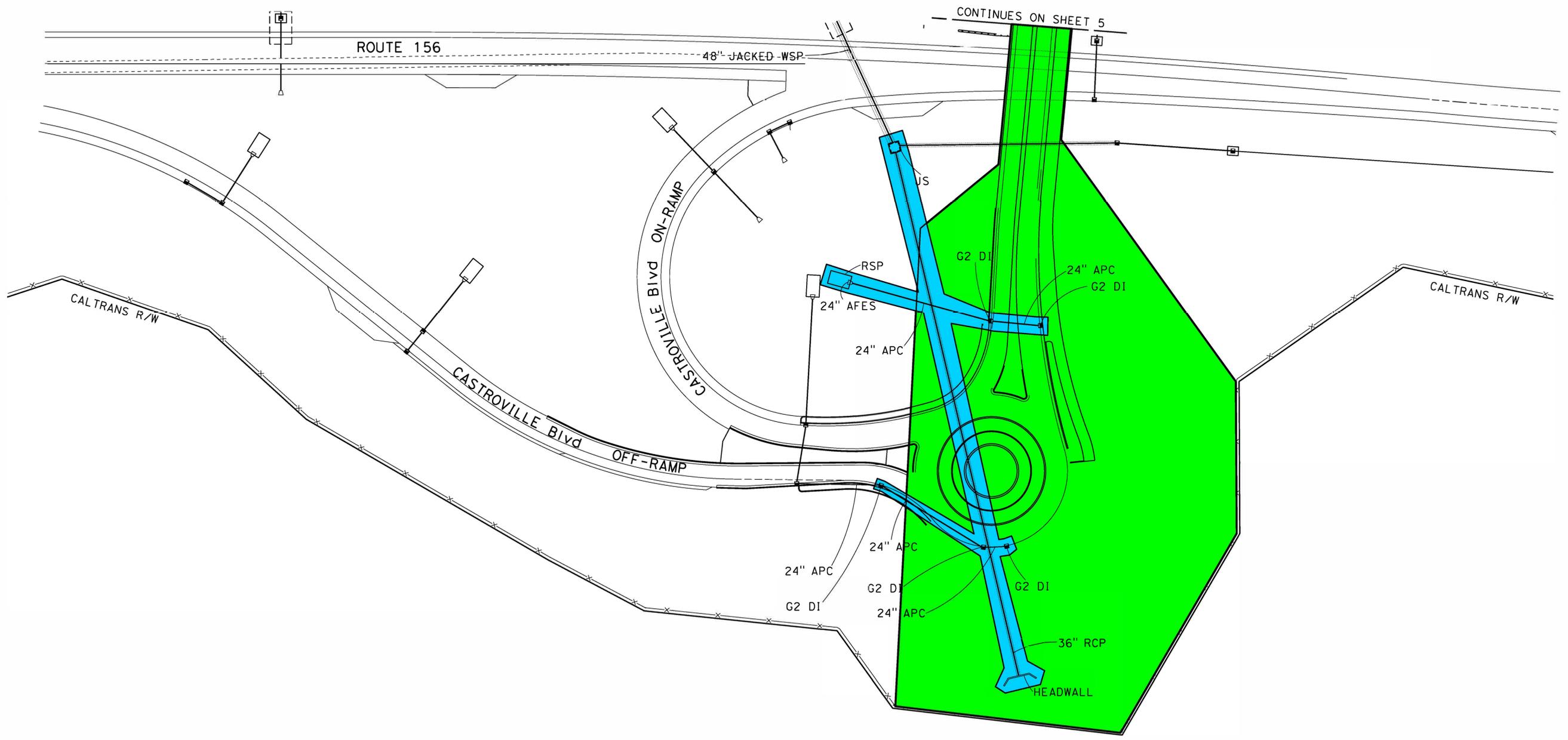
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05	Mon	156	0.7/R2.1	3	6

FREEWAY MAINTENANCE AGREEMENT WITH THE COUNTY OF MONTEREY EXHIBIT "A"



LEGEND

- COUNTY MAINTAINED AREAS PER FMA
- COUNTY MAINTAINED DRAINAGE PER FMA



LOCATION 2

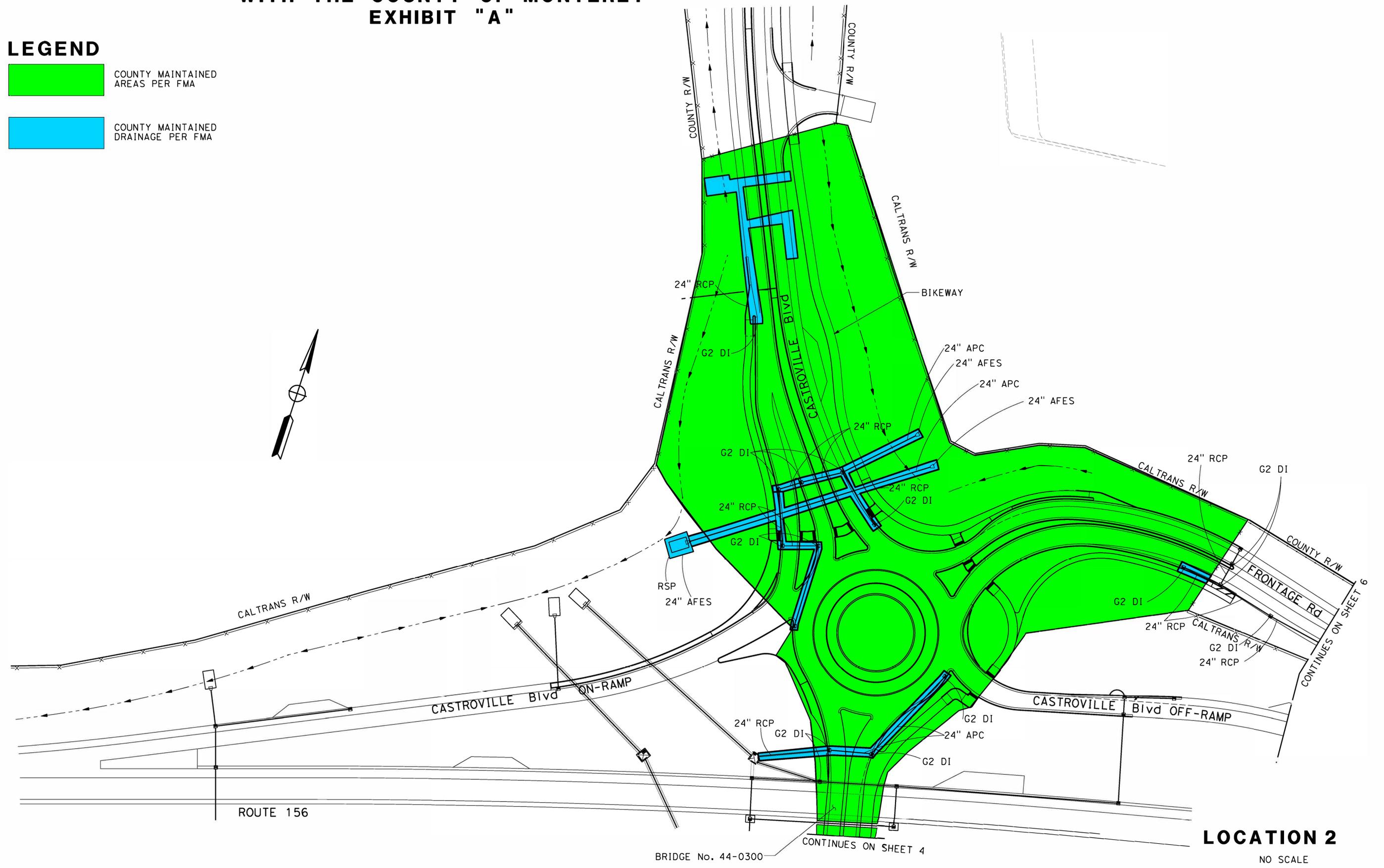
NO SCALE

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
05	Mon	156	0.7/R2.1	4	6

FREEWAY MAINTENANCE AGREEMENT WITH THE COUNTY OF MONTEREY EXHIBIT "A"

LEGEND

- COUNTY MAINTAINED AREAS PER FMA
- COUNTY MAINTAINED DRAINAGE PER FMA



LOCATION 2

NO SCALE

ROUTE 156

BRIDGE No. 44-0300

CONTINUES ON SHEET 4

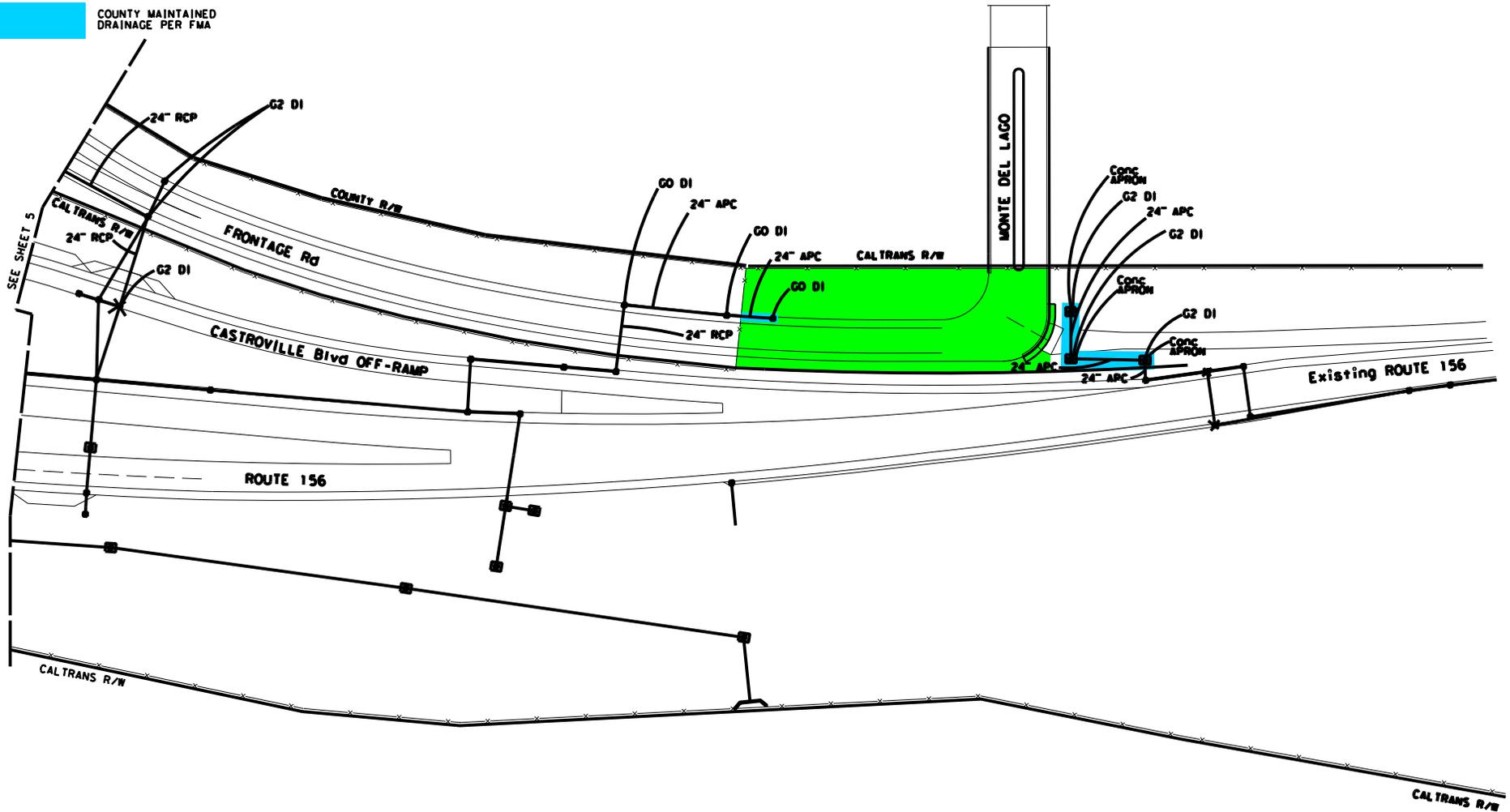
CONTINUES ON SHEET 6

FREEWAY MAINTENANCE AGREEMENT WITH THE COUNTY OF MONTEREY EXHIBIT "A"

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
05	Mon	156	0.7/R2.1	5	6

LEGEND

- COUNTY MAINTAINED AREAS PER FMA
- COUNTY MAINTAINED DRAINAGE PER FMA



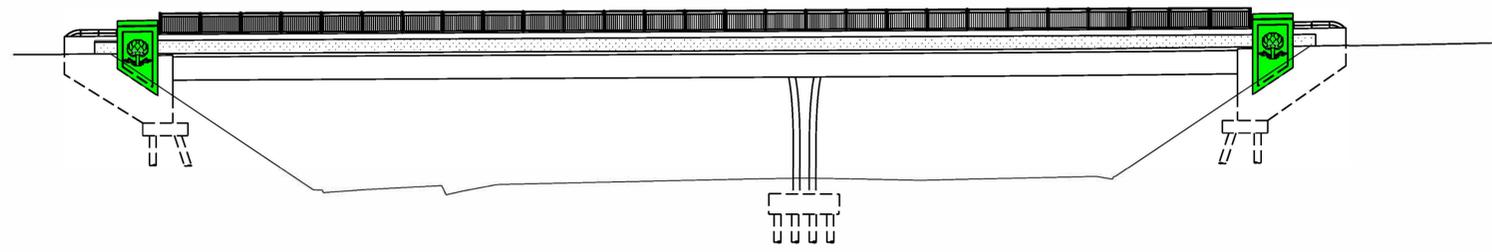
LOCATION 2
NO SCALE

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
05	Mon	156	0.7/R2.1	6	6

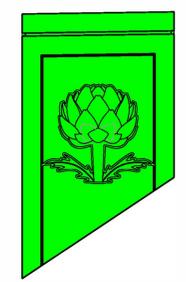
FREEWAY MAINTENANCE AGREEMENT WITH THE COUNTY OF MONTEREY EXHIBIT "A"

LEGEND

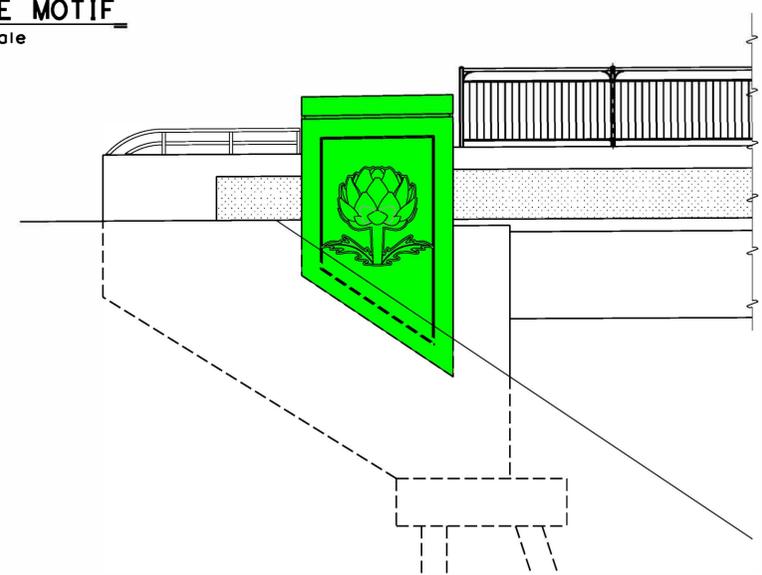
 COUNTY MAINTAINED
AREAS PER FMA



DEVELOPED ELEVATION
No Scale



ARTICHOKE MOTIF
No Scale



PART ELEVATION
No Scale

LOCATION 2
NO SCALE

COUNTY OF MONTEREY



OFFICE OF THE COUNTY COUNSEL

168 WEST ALISAL STREET, 3RD FLOOR, SALINAS, CALIFORNIA 93901-2439
(831) 755-5045 FAX: (831) 755-5081

SUSAN K. BLITCH
COUNTY COUNSEL

DAVID J. BOLTON
RISK MANAGER

February 26, 2025

Caltrans – District 5
Attn: Berkeley Lindt
50 Higuera Street
San Luis Obispo, CA 93401

RE: County of Monterey, Public Works, Facilities & Parks – Freeway Maintenance Agreement for the State Route 156/Castroville Interchange Project (No. 05-31601)

By this letter, I hereby certify that the County of Monterey is lawfully self-insured for purposes of General Liability and Automobile Liability related to County sanctioned activities.

By order of the Board of Supervisors, the County of Monterey maintains a reserve fund to cover occurrences within a self-insured retention level of \$2.5 million. Above the self-insured retention, the County maintains a primary excess layer up to \$10 million (total layers up to \$50 million) through a Joint Powers Authority agreement with other counties called Public Risk, Innovations, Solutions, and Management ("PRISM") (formerly CSAC – EIA) with a master policy number 24 GL2-13, effective 7/1/2024 – 6/30/2025.

This policy and its limits are inclusive of Employment Practice Liability (EPL), Errors and Omissions Liability (E&O), and property damage.

Also through PRISM, the County purchases a broad form property policy covering fire, vandalism, extended coverage, business interruption, etc. The primary layer of this coverage (\$10 million) is through PRISM memorandum number PRISMPRC 24-25, effective 3/31/2024 – 3/31/2025 with excess layers above the primary.

The County is self-insured for purposes of Workers' Compensation with statutory limits.

Respectfully,

Susan K. Blitch
County Counsel

By: *Kari Picoli*
Kari Picoli, Sr. Secretary-Confidential
County of Monterey, Risk Management

c: Enrique Saavedra, PWFP