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**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH
CITY OF FT. BRAGG**

This Project Specific Maintenance Agreement ("AGREEMENT") is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the City of Ft. Bragg ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. WHEREAS, a Cooperative Agreement/Encroachment Permit No. _____ dated _____ [DATE] was executed between LOCAL AGENCY and STATE to document the understanding between PARTIES regarding the planned improvement of the State Highway Route (SR) MEN 101 and the adjustments of the local street and road system required for the development of that portion of SR MEN 1 within the jurisdictional limits of the LOCAL AGENCY.
2. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for the features and improvements, as defined herein, constructed or installed within the STATE right of way.
3. WHEREAS the PARTIES executed a prior Delegated Maintenance Agreement dated 09/24/2018 and Electrical Facilities Cost Sharing Agreement dated 06/01/1995. This AGREEMENT shall not supersede prior Delegated or Electrical Facilities Cost Sharing Maintenance Agreement(s) or any other maintenance agreements if any exist within the same limits as this AGREEMENT.
4. Categories of State Highway System (SHS) facilities covered under this AGREEMENT may include but are not limited to the following, which are specifically identified in Exhibit A:
 - A. **Decorative Lighting** – Includes but not limited to solar components, ground mounted poles, conduits, pull boxes, the visual aesthetics of the decorative standards or poles.

- B. **Drainage Facilities** – Systems or structures designed to manage and direct the flow of water, typically to prevent flooding or waterlogging. Drainage Facilities include a variety of infrastructure components, such as: stormwater drains, sewers, ditches and channels, catch basins, retention or detention ponds, and culverts, inlets and outlets.

OPERATIVE PROVISIONS

1. **Prior Freeway Maintenance Agreements.** This AGREEMENT shall not terminate the PARTIES' prior Freeway Maintenance Agreement(s) or any other maintenance agreements, if any exist within the same limits as this AGREEMENT. In case of inconsistency between prior maintenance agreements and this AGREEMENT, the terms of this AGREEMENT will prevail with regard to the scope of this AGREEMENT.
2. **Maintenance Standards.** PARTIES shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code section 27, and in accordance with California laws, regulations, and STATE standards, including STATE'S Maintenance Manual, Code of Safe Operating Practices, policies, procedures, and specifications in effect and as amended. "Maintain" or "Maintenance" under this AGREEMENT includes routine inspections, repairs, cleaning, and State approved replacements.
3. **Maintenance Service Schedule.** Upon approval of the necessary Encroachment Permit to perform maintenance, LOCAL AGENCY shall provide STATE's District Area Maintenance Superintendent, as shown in Exhibit C, at least twenty-four (24) hour prior telephone or email notice before performing any maintenance services under this AGREEMENT. LOCAL AGENCY shall notify the STATE of the frequency of its maintenance services. Maintenance services shall be performed between the hours of 9:00 AM and 3:00 PM or otherwise authorized by STATE and may be performed on weekends and holidays if necessary.
4. **Revising Exhibits.** When another planned future improvement has been constructed and/or a revision to SHS facilities has been affected within the limits of the improvement covered by this AGREEMENT, PARTIES can revise this AGREEMENT by mutually amending, replacing, or providing additional pages to the Exhibits that must be signed by authorized representatives of PARTIES. No formal amendment to the body of this AGREEMENT will be necessary. The revised exhibit will thereafter supersede the previous Exhibit and become part of this AGREEMENT.

5. **Amendment to Agreement.** Except as provided in the preceding section concerning Exhibit amendments, the terms of this AGREEMENT can be changed only by a formal written amendment executed by all PARTIES.
6. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to enter into a new agreement with STATE to accept the obligations of the LOCAL AGENCY, LOCAL AGENCY shall continue to be contractually bound to STATE by the terms of this AGREEMENT.
7. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE ROW to install any encroachment or perform any maintenance or work in the areas covered by this AGREEMENT, LOCAL AGENCY must first apply for and obtain an encroachment permit(s) from the STATE's District 01 Encroachment Permit Office as per STATE's EP policy. An encroachment permit issued by the STATE will be at no cost to LOCAL AGENCY.
8. **Unsheltered Encampments** (other than those in the OVERCROSSINGS AND UNDERCROSSINGS). PARTY, who is identified as responsible for the removal of Unsheltered Encampments in the areas identified in Exhibit A, 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 shown in Exhibit A.
9. **Street Lightings.** LOCAL AGENCY is responsible for the ownership, inspection, repair and maintenance of all decorative streetlights installed by LOCAL AGENCY as permitted encroachments within the STATE ROW including, but not limited to, standards, ground mounted poles, conduits, pull boxes and complete assembly unit in the event replacement is necessary. Responsibility of payment for electricity costs of the streetlights shown on Exhibit A shall lie with LOCAL AGENCY.
10. **Drainage Facilities** – Systems or structures designed to manage and direct the flow of water, typically to prevent flooding or waterlogging. Drainage Facilities include a variety of infrastructure components, such as: stormwater drains, sewers, ditches and channels, catch basins, retention or detention

ponds, and culverts, inlets and outlets. The LOCAL AGENCY will be responsible for maintaining the drainage system at Laurel and Main Streets.

11. **Legal Relations and Responsibilities.**

A. No Third-Party Beneficiaries.

This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.

B. Indemnification.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. To the fullest extent permitted by law, STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY pursuant to this AGREEMENT. To the fullest extent permitted by law, LOCAL AGENCY, shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

C. Prevailing Wages and Labor Code Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's work under this AGREEMENT.

- D. **Insurance.** LOCAL AGENCY and its contractors shall maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury 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, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.
12. **Default.** If LOCAL AGENCY fails to perform obligations assumed under this AGREEMENT, STATE may by written notice request that the default be remedied within thirty (30) calendar days. If LOCAL AGENCY fails or refuses to do so, STATE may complete the obligations and seek reimbursement from the LOCAL AGENCY who shall pay the invoice within thirty (30) calendar days.
- 12.1 In the event STATE determines that it must intervene due to safety concerns, operational necessity, or to protect STATE facilities or the traveling public, the STATE's involvement shall be strictly limited to the removal and replacement of the Decorative Poles with standard, State approved lighting poles. The state shall have no obligation to repair, replace or reinstall decorative poles or decorative features.
13. **Complete Agreement.** This AGREEMENT, along with any attachments, is the full and complete integration of the PARTIES' agreement with respect to the maintenance of the locations identified in Exhibit A. This AGREEMENT supersedes any previous written or oral agreements between the PARTIES with respect to the locations identified in Exhibit A. Unless otherwise stated, to the extent there is any conflict between this AGREEMENT and any other agreement (written or oral) regarding maintenance of the area identified in Exhibit A, the terms of this AGREEMENT shall control.
14. **Severability.** The unenforceability, invalidity, or illegality of any provision(s) of this AGREEMENT shall not render the other provisions unenforceable, invalid, or illegal.
15. **Waiver.** Waiver by any PARTY of any portion of this AGREEMENT shall not constitute a waiver of the same or any other portion hereof.

16. **Governing Law.** This AGREEMENT shall be governed by and interpreted in accordance with California law.
17. **Notice.** If either PARTY shall desire or is required to give notice to the other, such notice shall be given in writing, via email, and concurrently delivered by: (a) personal delivery, in which case, notice is effective upon delivery; (b) overnight courier (i.e., Federal Express) with charges prepaid or charged to the sender's account, in which case, notice is effective when delivered; (c) priority U.S. Mail, in which case, notice shall be deemed delivered on the second business day after the deposit thereof with the U.S. Postal Service.
18. **Cost.** Any PARTY who is assigned obligation under this AGREEMENT shall complete them at their own costs, unless expressly stated otherwise in this AGREEMENT.
19. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. The STATE may terminate this AGREEMENT, should the LOCAL AGENCY fail to perform the requirements of this AGREEMENT at the time and in the manner provided herein.
20. **Effective Date.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.
21. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required. A true and correct copy of the local resolution or ordinance has been provided to the STATE.
22. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this agreement.

EXHIBIT A-1

(Plan map identifying the applicable STATE Routes (Freeway proper) and LOCAL AGENCY road(s) and facilities. Also attach Exhibit A of Project Specific Maintenance Agreement)

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Exhibit C

PARTY Representatives Contact information.

LOCAL AGENCY

Name of Project Manager: _____

Address: _____

City, Zip: _____

Contact Number: _____

STATE

Name of DMAC: Kristin Avila

Address: 6100 Highway 101 North

City, Zip: Eureka, CA 95503

Contact Number: 707-296-4087

STATE AREA MAINTENANCE SUPERINTENDENT

State Maintenance Superintendent: Rich Swaney

Email: richard.swaney@dot.ca.gov

Phone: 707-498-0216