

**LANDSCAPE MAINTENANCE AGREEMENT
WITH THE COUNTY OF SONOMA**

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

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of COUNTY for newly constructed within STATE's right of way by Encroachment Permit Number 0422-NMC-1322.
2. This Agreement addresses COUNTY responsibility for the guardrail and vegetation control (collectively the "GUARDRAIL") placed within State Highway right of way on State Route 1, as shown on Exhibit A, attached to and made a part of this Agreement.
3. Maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of GUARDRAIL as shown on said Exhibit "A."
4. 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.
5. When a planned future improvement is constructed and/or a minor revision has been affected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, 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.
 - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
6. COUNTY agrees, at COUNTY expense, to do the following:
 - 6.1. COUNTY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter

will MAINTAIN GUARDRAIL conforming to those plans and specifications (PS&E) pre-approved by STATE.

6.2. COUNTY will submit the final form of the PS&E, prepared, stamped and signed by a licensed engineer, for GUARDRAIL to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed GUARDRAIL must meet STATE's applicable standards.

6.2.1. COUNTY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.

6.2.2. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way

6.3. COUNTY shall ensure that GUARDRAIL areas designated on Exhibit "A" are provided with adequate routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance during the entire life of this Agreement.

6.4. To control weeds at a level acceptable to the STATE. 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: District4 Maintenance Landscape Specialist. This report must include Date, Time Herbicide, Rate, and Quantity.
COUNTY shall ensure GUARDRAIL within the Agreement limits provide for the repair, replace and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the GUARDRAIL in an expeditious manner.

6.6. To remove GUARDRAIL 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. 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.

8. STATE shall Issue encroachment permits to COUNTY and COUNTY contractors at no cost to them.

9. LEGAL RELATIONS AND RESPONSIBILITIES:

- 9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or COUNTY facilities different from the standard of care imposed by law.
- 9.2. If during the term of this Agreement, COUNTY should cease to MAINTAIN the GUARDRAIL to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of COUNTY at COUNTY's expense or direct COUNTY to remove or itself remove GUARDRAIL at COUNTY's sole expense and restore STATE's right of way to its prior or a safe operable condition. COUNTY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing GUARDRAIL, STATE will provide written notice to COUNTY to cure the default and COUNTY will have thirty (30) days within which to affect that cure.
- 9.3. 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 arising under this Agreement. It is understood and agreed that STATE shall fully 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 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 with the exception of those actions of STATE necessary to cure a noticed default on the part of COUNTY.
- 9.4. 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 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.
- 9.5. PREVAILING WAGES:

9.5.1. 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.

9.5.2. 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.

10. INSURANCE -

10.1. 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 GUARDRAIL 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 executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

10.2. 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.

11. 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.
12. 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 & 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.

THE COUNTY OF SONOMA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Chairmen

Initiated and Approved

By: _____
COUNTY Manager

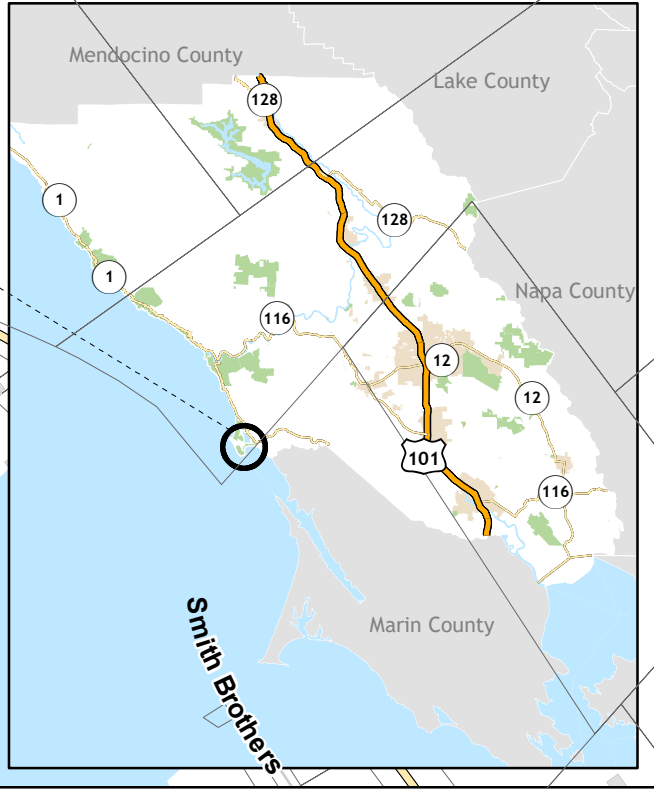
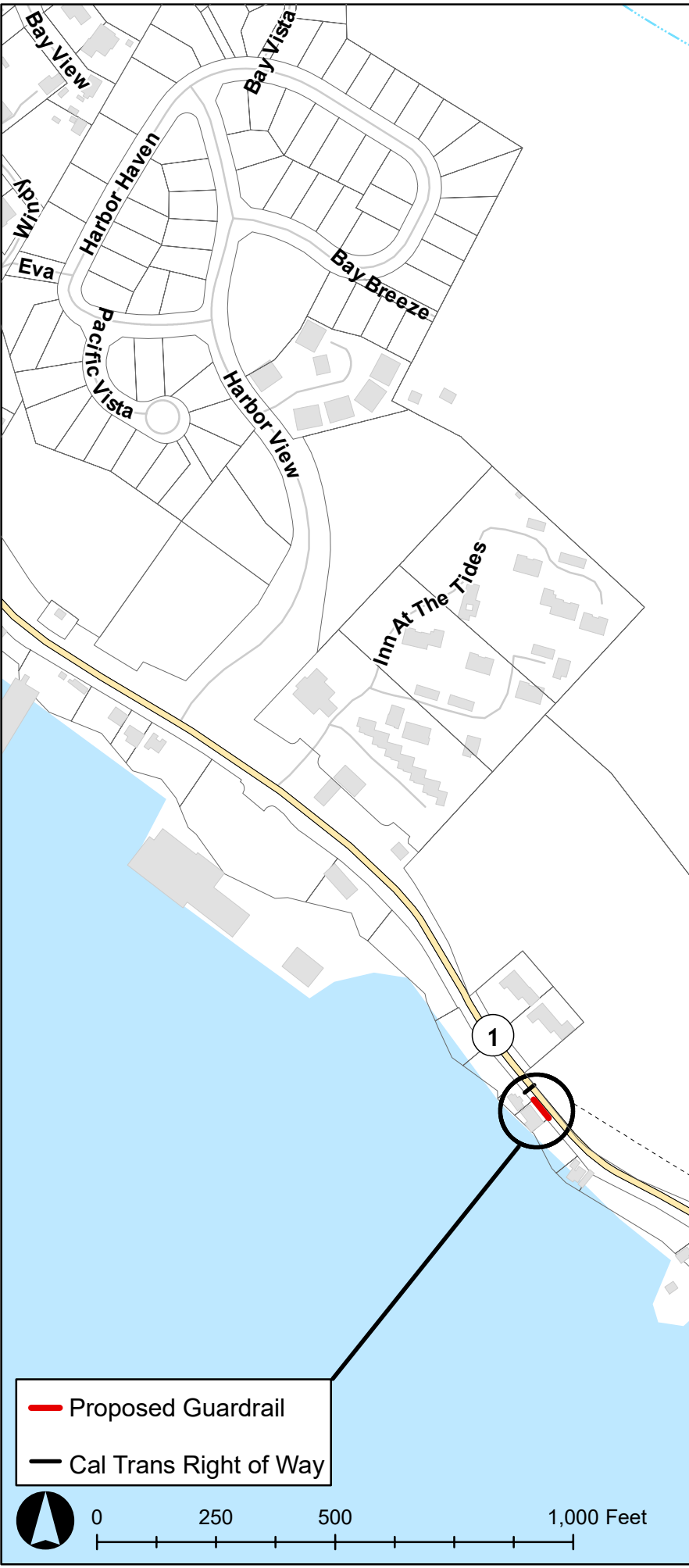
By: _____
LEAH BUDU Date
Deputy District Director
Maintenance District 4

ATTEST:

By: _____
COUNTY Clerk

By: _____
COUNTY Attorney

EXHIBIT A
MAINTENANCE AGREEMENT WITH
THE COUNTY OF SONOMA
SON/09/0.858
SHEET 1 OF 2
JUNE 27, 2022
LOCATION MAP



— Proposed Guardrail
— Cal Trans Right of Way

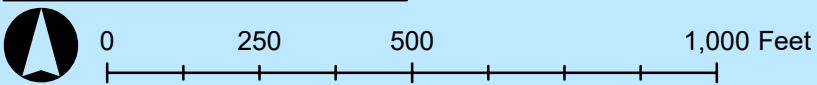
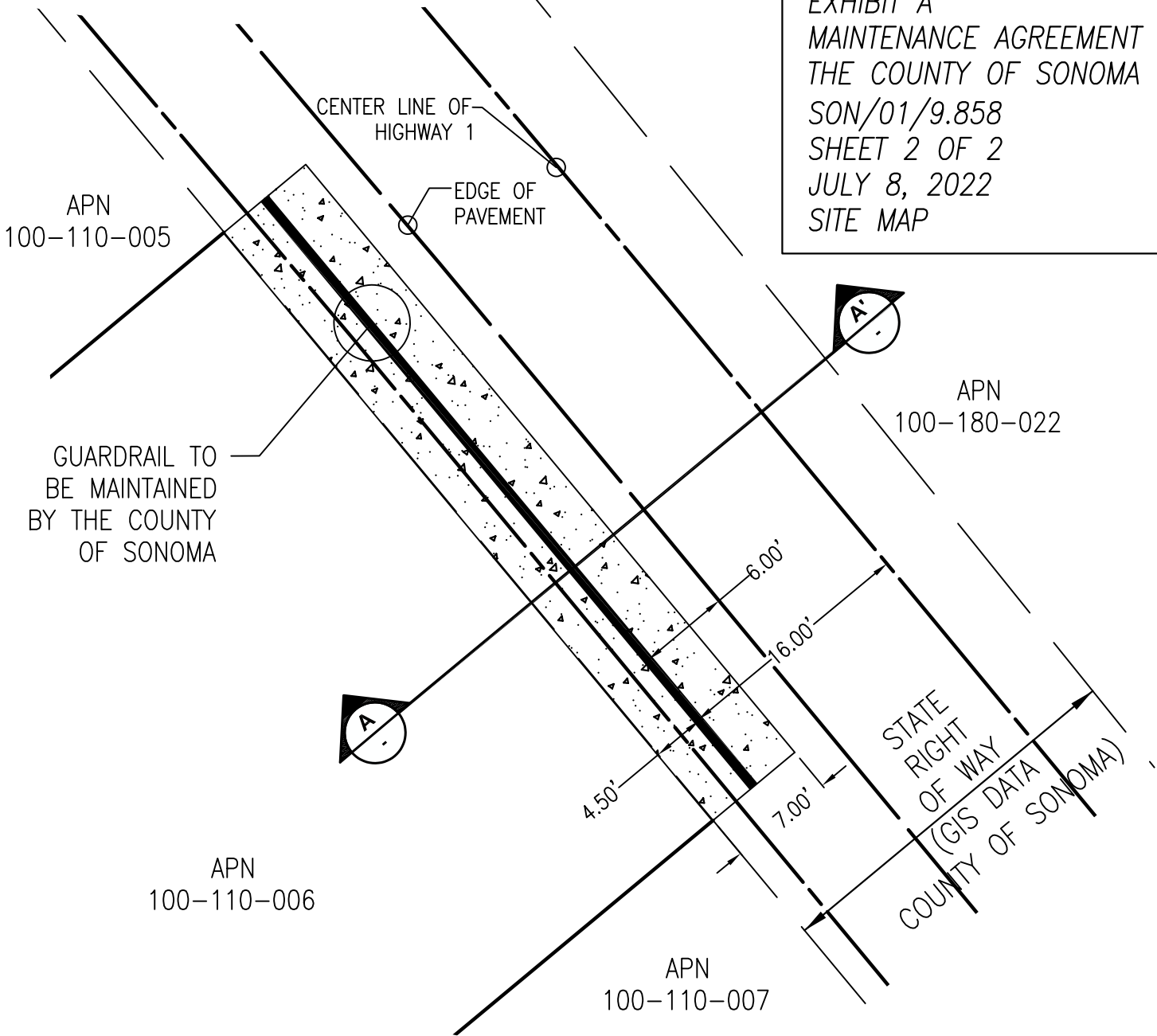
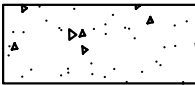
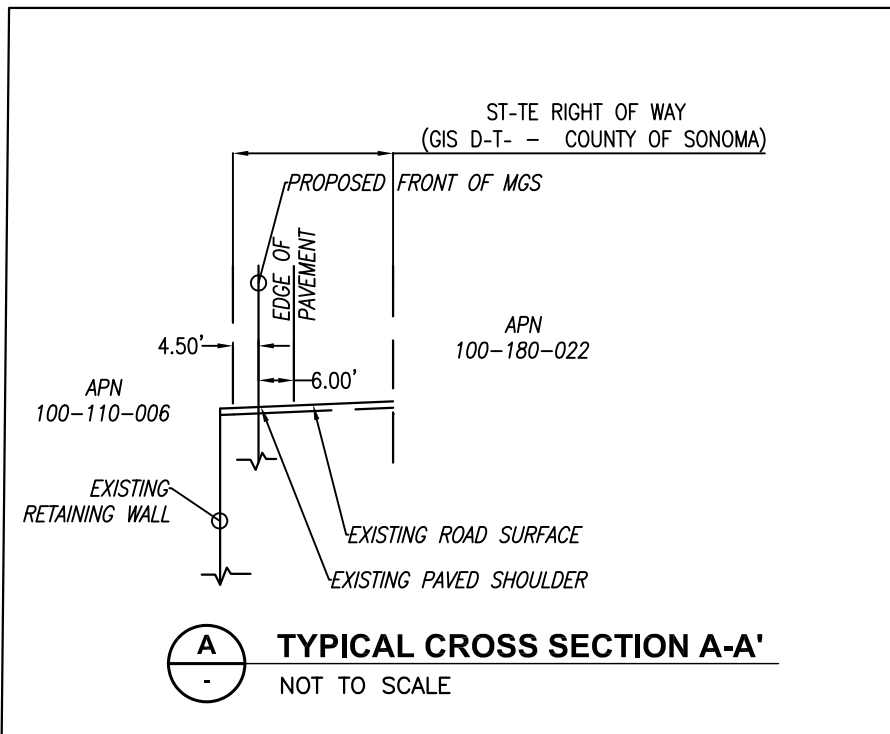
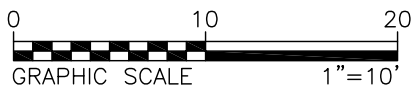
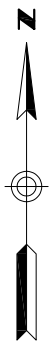


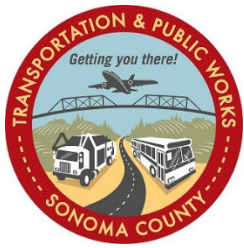
EXHIBIT A
 MAINTENANCE AGREEMENT WITH
 THE COUNTY OF SONOMA
 SON/01/9.858
 SHEET 2 OF 2
 JULY 8, 2022
 SITE MAP



LEGEND

 AREA TO BE MAINTAINED BY THE COUNTY OF SONOMA





Integrated Waste
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit

Johannes J. Hoevertsz, Director

Trish Pisenti, Deputy Director- Transportation & Operations
Janice Thompson, Deputy Director- Engineering & Maintenance

EXHIBIT B

LETTER CERTIFYING CITY'S SELF-INSURED STATUS

Department of Transportation
PO Box 23660 MS4A
Oakland, CA 92623
ATTN: Waddah Al- Zireeni

_____ 20__

Re: Statement of Self-Insurance for County of Sonoma for Maintenance Agreement
with California Department of Transportation for the guardrail along Highway 1.

Dear Mr. Al-Zireeni:

This letter certifies that the County of Sonoma is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the COUNTY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the COUNTY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the COUNTY.

The COUNTY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in section 10 (Insurance) of the Project Specific Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Finance Manager/Risk Manager/Authorized Representative's Title