

ORIGINAL

11-SD-15  
PM 15.5-18.5  
FMA 11-8117

59-37-3407

FREEWAY MAINTENANCE AGREEMENT

21<sup>st</sup> THIS AGREEMENT, made and entered into, in duplicate, this day of November, 1978, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "the State", and the City of San Diego, hereinafter referred to as "the City" witnesseth:

WHEREAS, on February 27, 1973, a freeway agreement was executed between the City and the State wherein the City agreed and consented to certain adjustments of the City street system required for the development of that portion of State Highway Route 15, within the limits of the City of San Diego, 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 City streets or portions thereof, and landscaped areas, within the freeway limits, and

WHEREAS, under Section 4 of the above freeway agreement, the City will resume control and maintenance over each of the relocated or reconstructed City streets except on those portions thereof adopted as a part of the freeway proper.

MAINTENANCE DEFINED:

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

- Sec. 27. "(a) The preservation and keeping of rights-of-way, and each type of roadway, structures, 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 convenience 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 supersede the original exhibit and which will become part of this agreement.

2. ROADWAY SECTIONS

The City will maintain, at City expense, all portions of City streets and appurtenant structures and bordering areas, within the designated areas on the attached maps marked EXHIBIT "A".

3. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the deck surface except as hereinafter provided. The City will maintain, at City 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 City 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 City street 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 under this program will be maintained by the State (at State expense).

4. 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 City street traffic will be maintained by the City.

5. PEDESTRIAN OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the top of the concrete deck surface, exclusive of any surface treatment thereon. The City will maintain, at City expense, the top of the concrete deck surface, together with any surface treatment thereon, and all portions of the structure above the concrete deck surface, EXCEPT SCREENING which will be maintained by the State at State expense, and shall perform such other work as may be necessary to ensure an impervious and otherwise suitable surface. The City will also maintain all traffic service facilities provided for the benefit or control of pedestrian traffic.

6. PEDESTRIAN UNDERCROSSINGS

The State will maintain the structure from a structural standpoint. The City will maintain all drainage and lighting installations and will be responsible for all cleaning and painting as may be required to keep the structure free of debris and graffiti.

7. 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 City at City expense.

8. 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, the maintenance of lighting at intersections designed under current warrants for the safety of persons using these facilities will be paid for by the State and shared with the City in the same ratio as the number of intersecting roads or streets under jurisdiction of the respective agencies bears to the total number of roads or streets within the particular intersection; for example, a 50-50 basis will apply to the regular four-way intersection. The necessary traffic signals at ramp terminals will be constructed by the State and timing adjustments will be the State's responsibility. The cost of maintaining the traffic signals will be shared by the State and the City on a pro-rata basis as described above.

9. LIABILITY

It is understood and agreed that neither the 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 City under or in connection with any work, authority or jurisdiction delegated to the City under the Freeway Agreement and this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the City shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under the Agreement.

It is understood and agreed that neither the City 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 not delegated to the City under the Freeway Agreement and this Freeway Maintenance Agreement. It is also understood and agreed, that pursuant to the Government Code Section 895.4, the State shall fully indemnify and hold the City harmless from 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 not delegated to the City under the Freeway Agreement and this Freeway Maintenance Agreement.

10. 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 Agreement shall not affect any pre-existing obligations of the City to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the City 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.

CITY OF SAN DIEGO

By *E. Marty Morra*  
ASSISTANT TO THE City Manager

*David S. Ableson*  
City Clerk

Approved as to form and procedure:

\_\_\_\_\_  
City Attorney

By *Mal*

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

ADRIANA GIANTURCO  
Director of Transportation

By *[Signature]*  
District Director

RESOLUTION No. 222011


(R. 79-602)

Adopted on OCT 10 1978

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, for maintenance by the City of that portion of Route 15 between Mira Mesa Boulevard Undercrossing and Poway Road Overcrossing, said agreement is on file in the office of the City Clerk as Document No. 764820.

APPROVED: JOHN W. WITT, City Attorney

By   
John M. Kaheny, Deputy

JMK:lco:222  
9/25/78  
Or.Dept.:Gen.Serv.

Passed and adopted by the Council of The City of San Diego  
on October 10, 1978., by the following vote:

YEAS: Mitchell, O'Connor, Lowery, Williams, Schnaubelt, Gade,  
Stirling, Killea, Wilson

NAYS: None

ABSENT: None

AUTHENTICATED BY:

PETE WILSON,  
Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR  
City Clerk of The City of San Diego, California.

(SEAL)

By EARNEST H. COOK, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,  
true and correct copy of RESOLUTION NO. 222011  
passed and adopted by the Council of The City of San Diego,  
California, on October 10, 1978.

CHARLES G. ABDELNOUR  
City Clerk of The City of San Diego, California.

(SEAL)

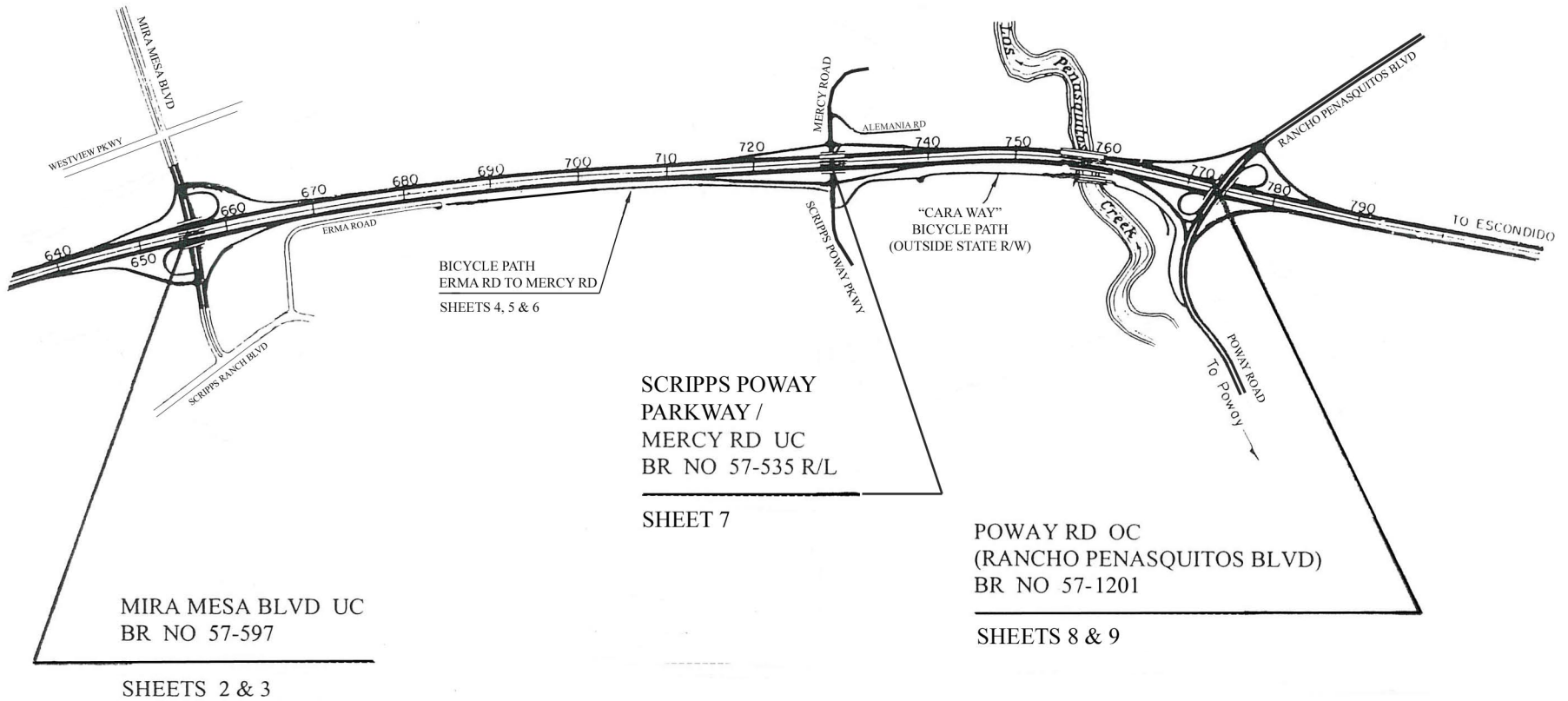
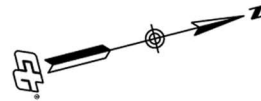
By Earnest H. Cook, Deputy.

# FREEWAY MAINTENANCE AGREEMENT

## EXHIBIT "A"

### SHEET 1 OF 9 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	15	15.9-18.2
FMA 11-8117			1/12/17

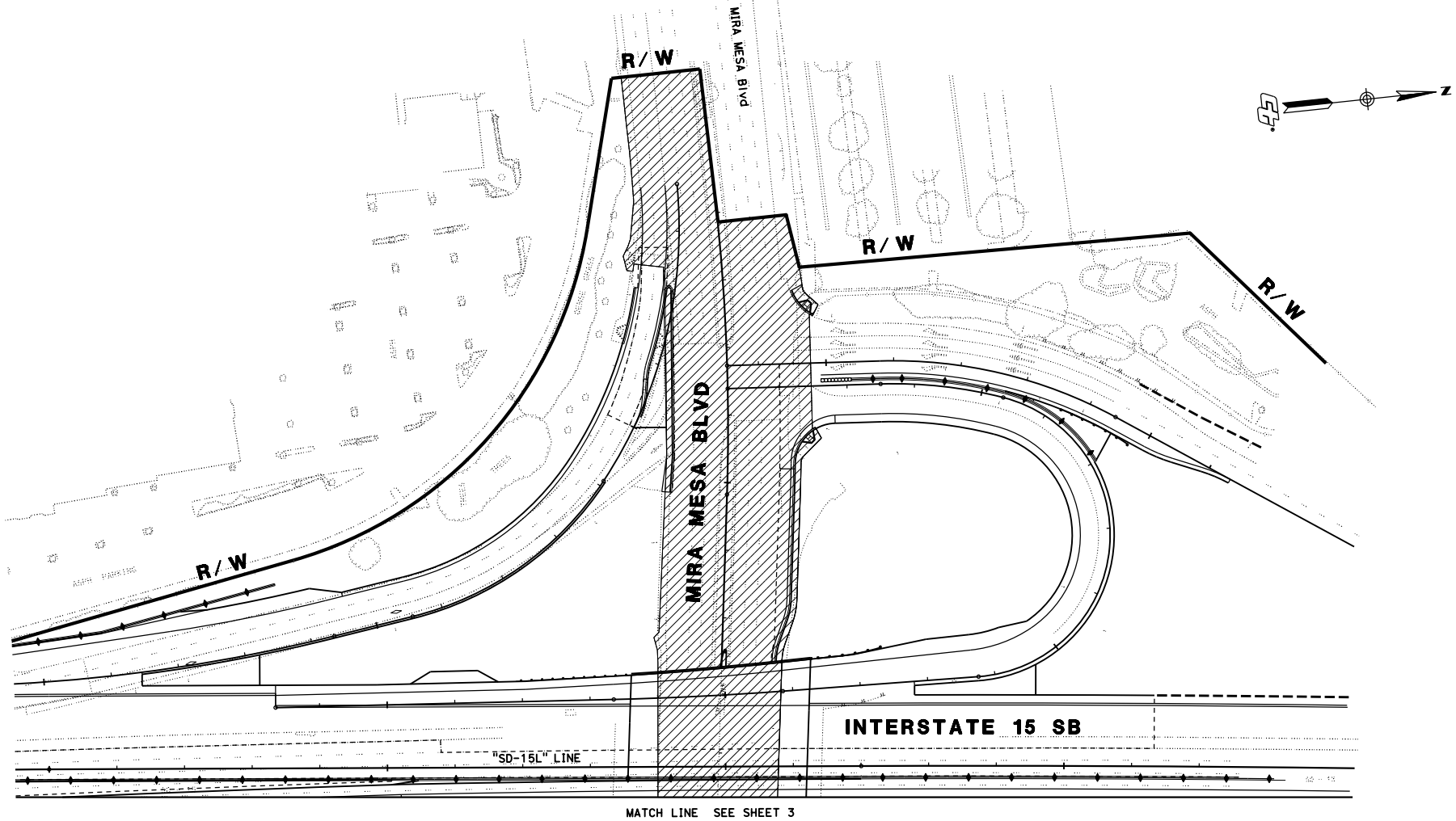


# FREEWAY MAINTENANCE AGREEMENT

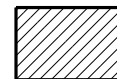
## EXHIBIT "A"

### SHEET 2 OF 9 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	15	15.9
FMA 11-8117			1/12/17



(WEST)  
 MIRA MESA BLVD UC  
 BR. NO. 57-0597



**AREA WITHIN FREEWAY LIMITS  
 TO BE MAINTAINED BY CITY**

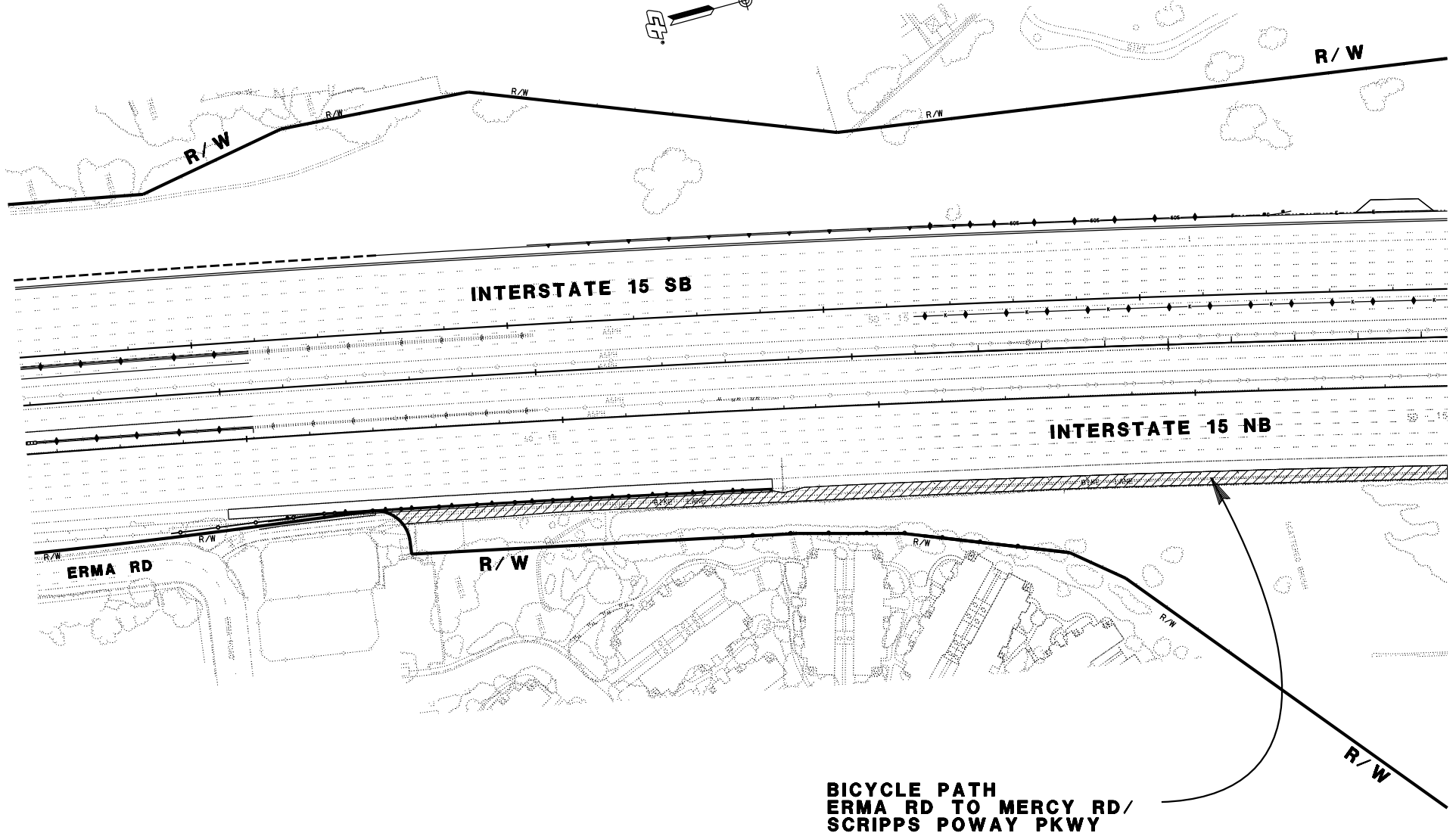
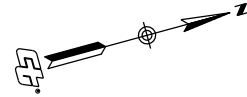


# FREEWAY MAINTENANCE AGREEMENT

## EXHIBIT "A"

### SHEET 4 OF 9 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	15	~16.5
FMA 11-8117			1/12/17



SEE SHEET 5



**AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY CITY**

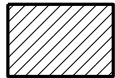
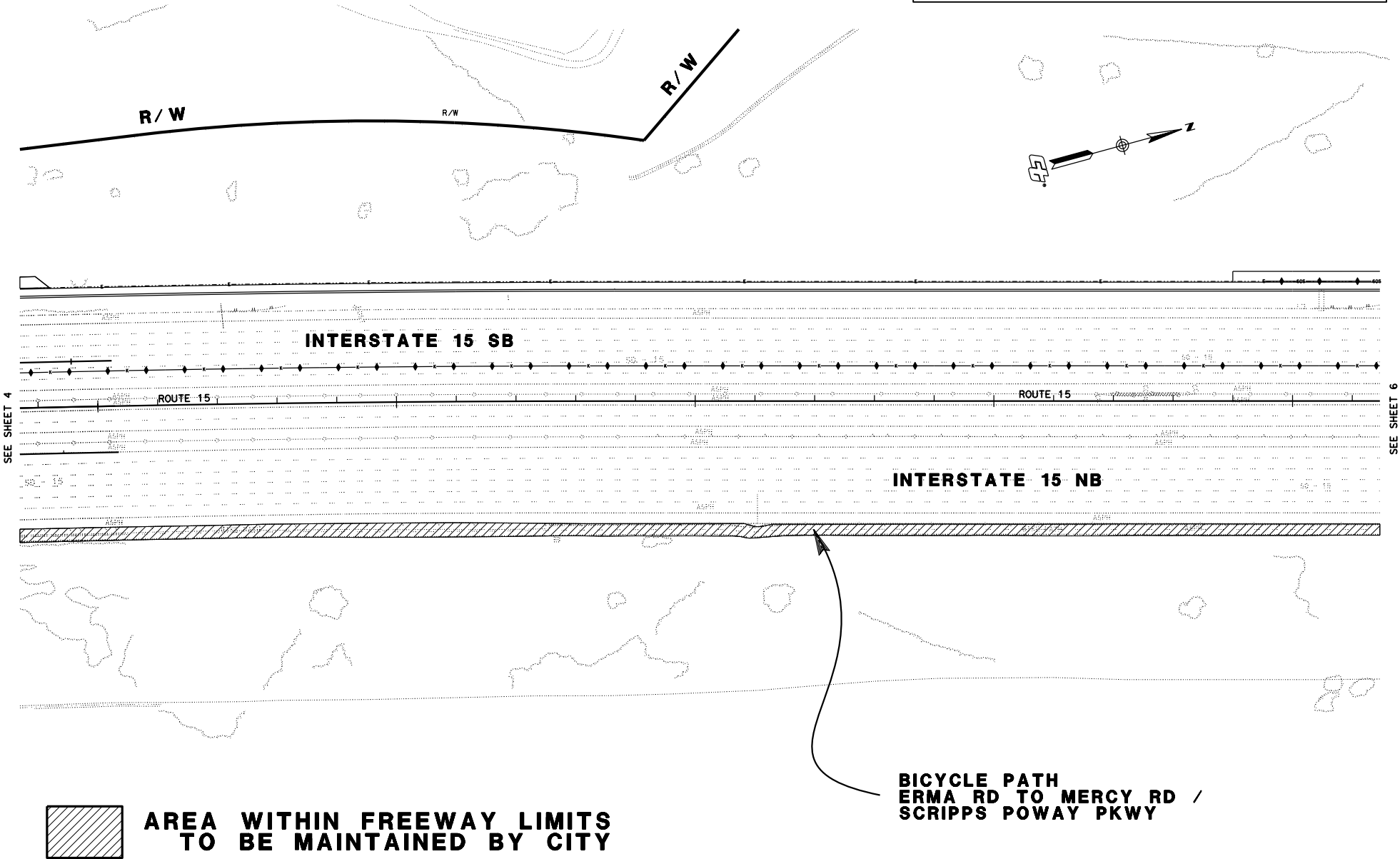
**BICYCLE PATH  
ERMA RD TO MERCY RD/  
SCRIPPS POWAY PKWY**

# FREEWAY MAINTENANCE AGREEMENT

## EXHIBIT "A"

### SHEET 5 OF 9 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	15	~16.8
FMA 11-8117			1/12/17



**AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY CITY**

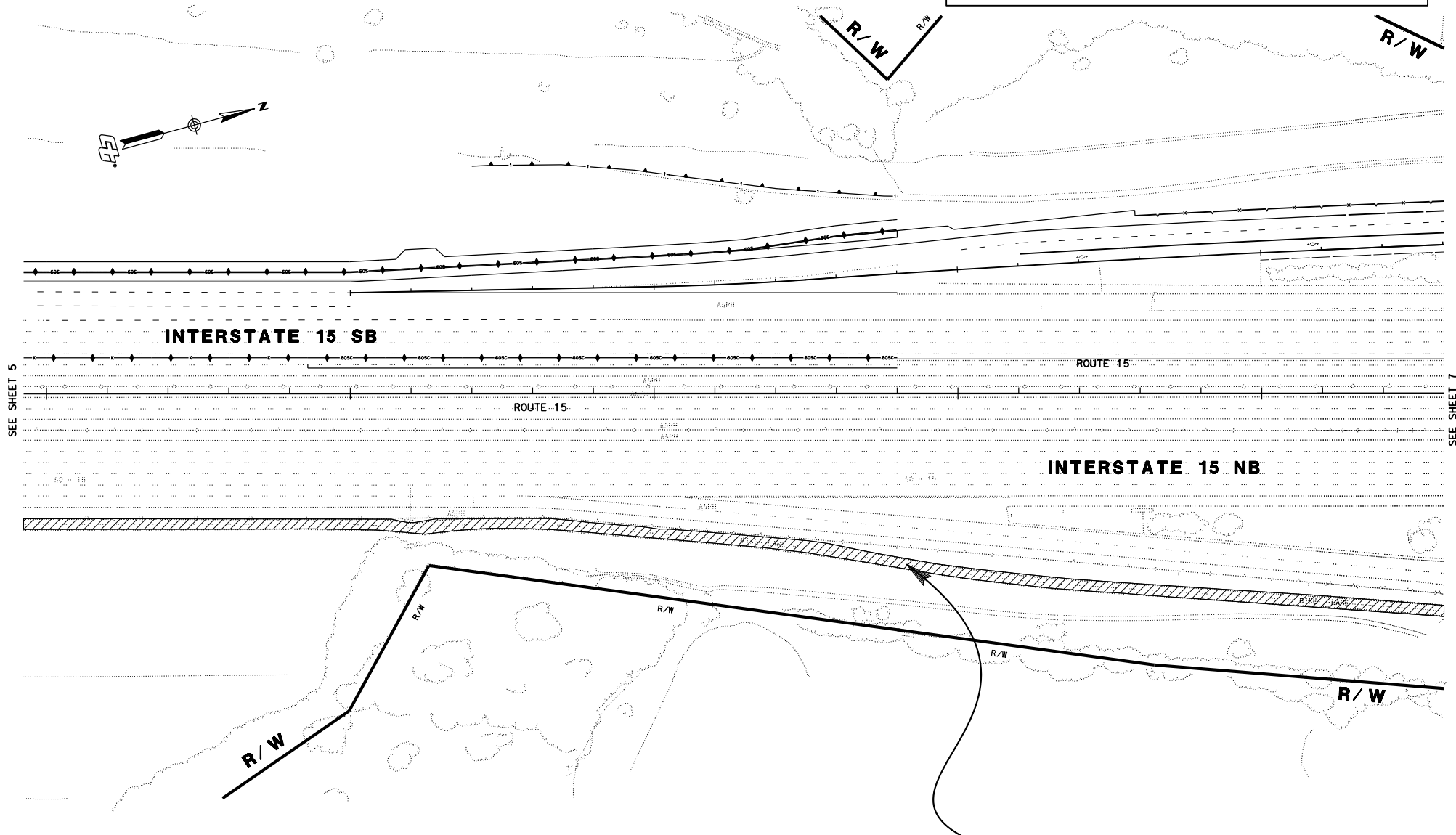
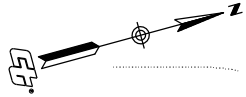
**BICYCLE PATH  
ERMA RD TO MERCY RD /  
SCRIPPS POWAY PKWY**

# FREEWAY MAINTENANCE AGREEMENT

## EXHIBIT "A"

### SHEET 6 OF 9 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	15	~17.1
FMA 11-8117			1/12/17



SEE SHEET 5

SEE SHEET 7

 **AREA WITHIN FREEWAY LIMITS TO BE MAINTAINED BY CITY**

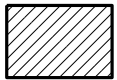
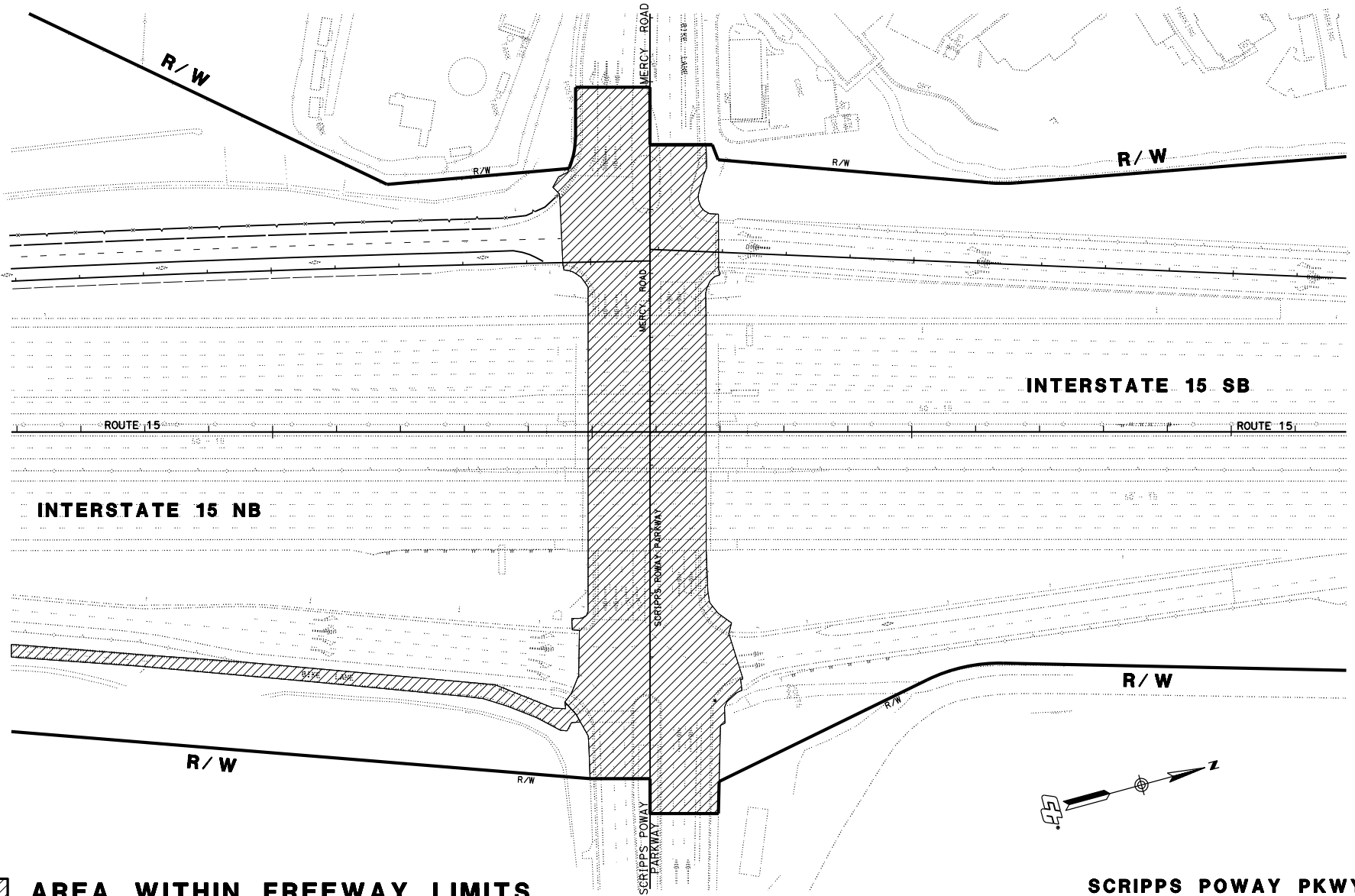
**BICYCLE PATH  
ERMA RD TO MERCY RD/  
SCRIPPS POWAY PKWY**

# FREEWAY MAINTENANCE AGREEMENT

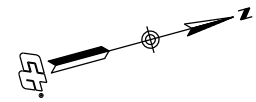
## EXHIBIT "A"

### SHEET 7 OF 9 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	15	~17.3
FMA 11-8117		1/12/17	



**AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY CITY**



**SCRIPPS POWAY PKWY  
MERCY RD UC  
BRIDGE NO. 57-0535 R/L**

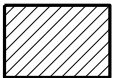
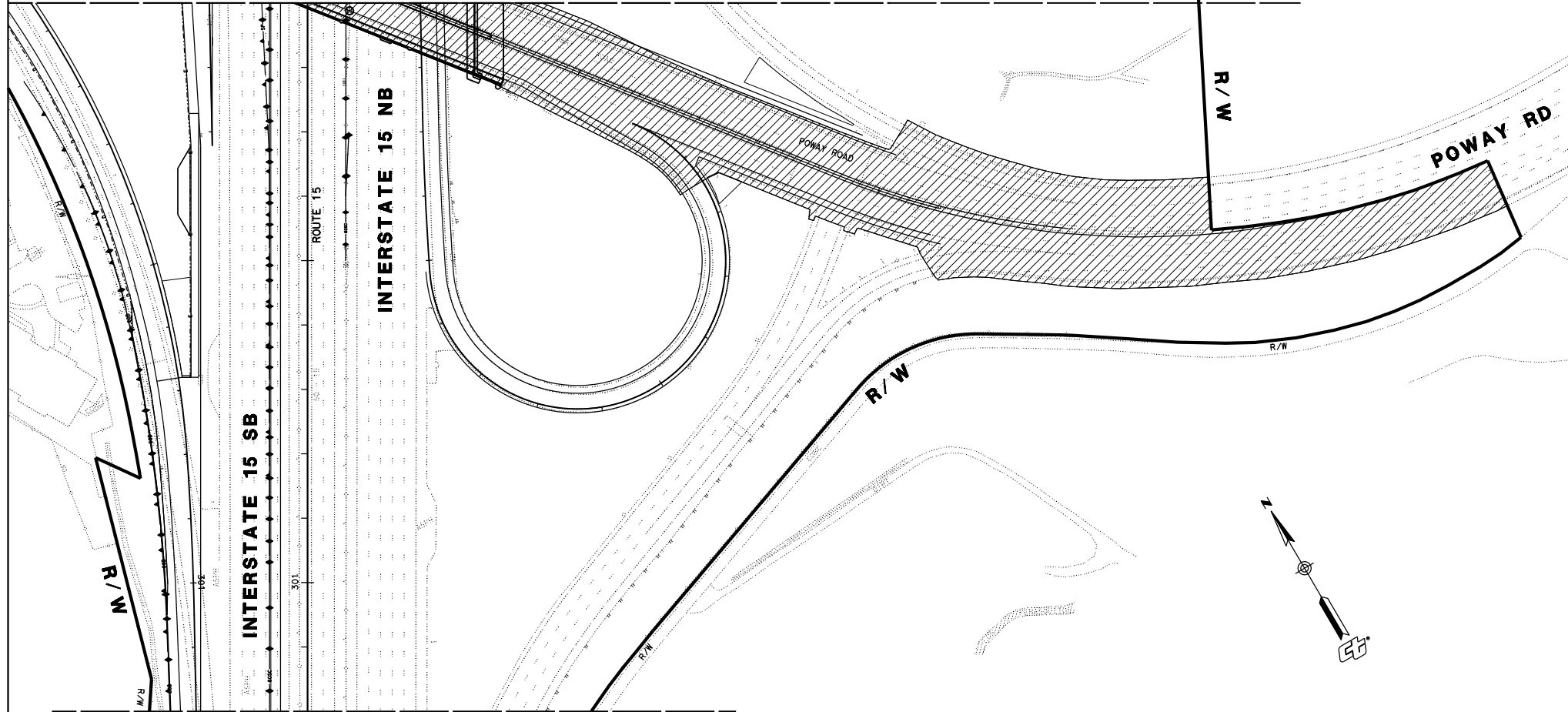
# FREEWAY MAINTENANCE AGREEMENT

## EXHIBIT "A"

### SHEET 8 OF 9 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	15	~18.2
FMA 11-8117			1/12/17

MATCH LINE -- SEE SHEET 9



**AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY CITY**

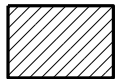
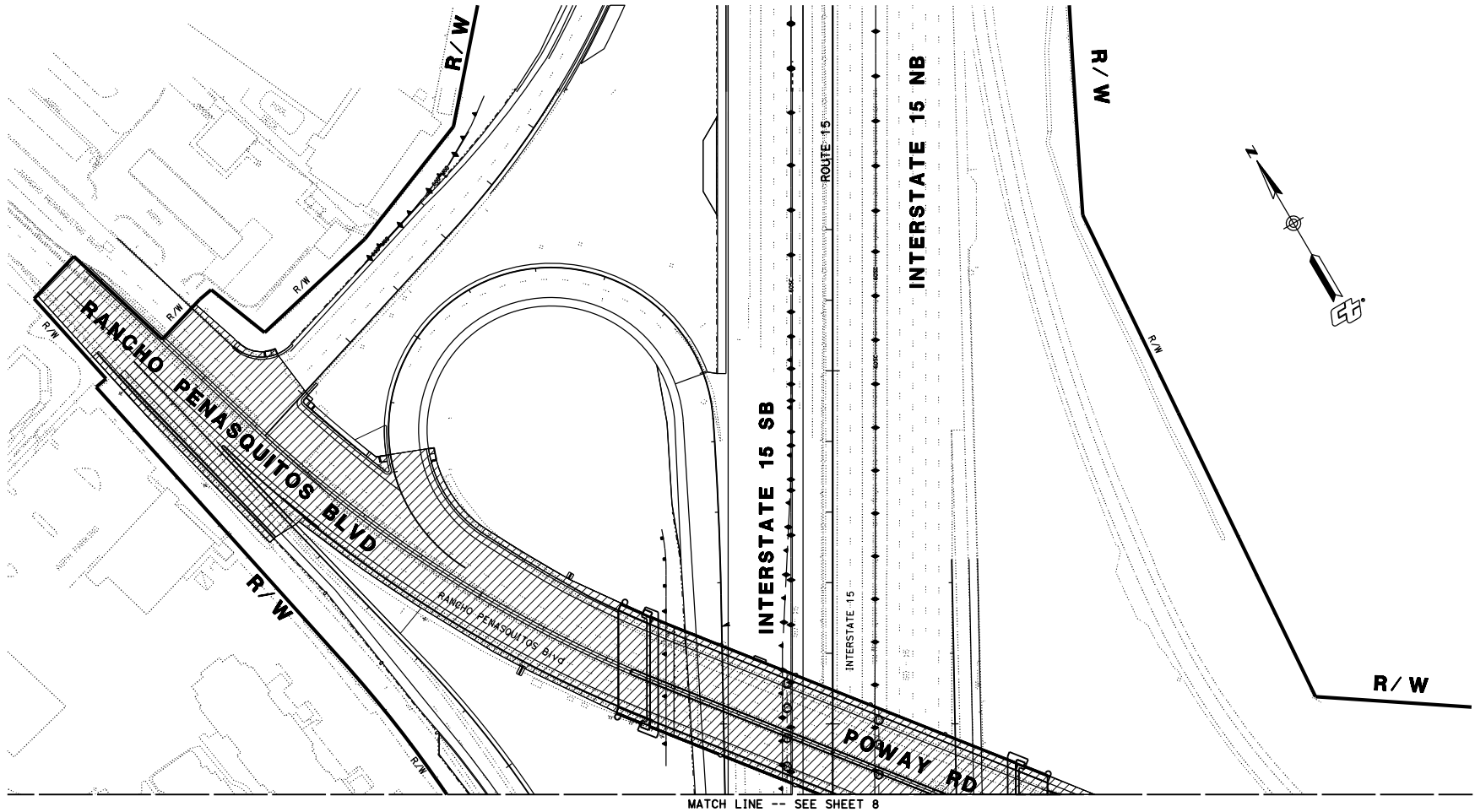
**RANCHO PENASQUITOS BLVD  
POWAY ROAD OVERCROSSING  
BRIDGE NO. 57-1201**

# FREWAY MAINTENANCE AGREEMENT

## EXHIBIT "A"

### SHEET 9 OF 9 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	15	~18.2
FMA 11-8117			1/12/17



**AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY CITY**

**RANCHO PENASQUITOS BLVD  
POWAY ROAD OVERCROSSING  
BRIDGE NO. 57-1201**