***Sample Format for “Original” Freeway Agreement*** ***– for Projects Funded/Sponsored by Caltrans***

**FREEWAY AGREEMENT**

THIS AGREEMENT, made and entered into on this day of , 20 , by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as “STATE”), and the County of (herein referred to as “COUNTY”),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Transportation Commission *(change to California Highway Commission as needed)* on *enter date*; and

WHEREAS, a plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects roads of the COUNTY:

NOW, THEREFORE, IT IS AGREED:

1. COUNTY agrees and consents to the closing of COUNTY roads, relocation of COUNTY roads, construction of frontage roads and other local roads, and other construction affecting COUNTY roads, all as shown on the plan map attached hereto marked Exhibit A and made a part hereof by this reference.

2. STATE shall, in construction of the freeway and at STATE’S expense, make such changes affecting COUNTY roads in accordance with the plan map attached hereto marked Exhibit A.

3. STATE agrees to acquire all necessary right of way as may be required for construction, reconstruction, or alteration of COUNTY roads, frontage roads, and other local roads, and COUNTY hereby authorizes STATE to acquire in its behalf all such necessary right of way.

4. It is understood between the parties that the right of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway projects, the obligations of STATE hereunder shall be carried out at such time and for such unit or units of the projects as funds are budgeted and made lawfully available for such expenditures.

5. COUNTY will accept control and maintenance over each of the relocated or reconstructed COUNTY roads, and the frontage roads, and other STATE constructed local roads on receipt of written notice to COUNTY from STATE that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. COUNTY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.

6. This Agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment, through STATE and COUNTY cooperation, of the whole freeway project for the benefit of the people of the STATE and of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA

Department of Transportation

*(Name of Current Director-all Caps)*

Director of Transportation THE COUNTY OF

By By

*(Name of District Director-all Caps) (Name of County Official-all Caps)*

District ## Director *(Title of County Official)*

APPROVED AS TO FORM: APPROVED AS TO FORM:

Attorney (State) Attorney (County)

***Sample Format for “Original” Freeway Agreement – for Projects Funded or Partially Funded/Sponsored by a Local Agency***

**FREEWAY AGREEMENT**

THIS AGREEMENT, made and entered into this day of , 20 , by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as “STATE”), and the County of (herein referred to as “COUNTY”),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Transportation Commission *(change to California Highway Commission as needed)* on *enter date*; and

WHEREAS, a plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects roads of the COUNTY:

NOW, THEREFORE, IT IS AGREED:

1. COUNTY agrees and consents to the closing of COUNTY roads, relocation of COUNTY roads, construction of frontage roads and other local roads, and other construction affecting COUNTY roads, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.

2. The obligations of STATE and COUNTY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to COUNTY. The parties responsible for the construction of the freeway shall make any changes affecting COUNTY roads only in accordance with the plan map attached hereto, marked Exhibit A.

3. The obligations of STATE and COUNTY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and COUNTY roads, frontage roads, and other local roads will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to COUNTY.

4. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and COUNTY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

5. COUNTY will accept control and maintenance over each of the relocated or reconstructed COUNTY roads, any frontage roads, and other local roads constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, COUNTY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.

6. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and COUNTY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA

Department of Transportation

*(Name of Current Director-all Caps)*

Director of Transportation THE COUNTY OF

By By

*(Name of District Director-all Caps) (Name of County Official-all Caps)*

District ## Director *(Title of County Official)*

APPROVED AS TO FORM: APPROVED AS TO FORM:

Attorney (State) Attorney (County)

***Sample Format for “Superseding” Freeway Agreement – for Projects Funded/Sponsored by Caltrans***

**FREEWAY AGREEMENT**

THIS AGREEMENT, made and entered into on this day of , 20 , by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as “STATE”), and the County of (herein referred to as “COUNTY”),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Transportation Commission *(change to California Highway Commission as needed)* on *enter date*; and

WHEREAS, STATE and COUNTY have entered into a Freeway Agreement dated *enter date*, relating to that portion of State Highway Route from *enter begin limit* to *enter end limit*; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects roads of the COUNTY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes (*complete the sentence with one of the following)*

in its entirety said Freeway Agreement, dated *enter date*.

*Or*

that portion of said Freeway Agreement dated *enter date,* from *enter begin limit* to *enter end limit.*

2. COUNTY agrees and consents to the closing of COUNTY roads, relocation of COUNTY roads, construction of frontage roads and other local roads, and other construction affecting COUNTY roads, all as shown on the plan map attached hereto marked Exhibit A and made a part hereof by this reference.

3. STATE shall, in construction of the freeway and at STATE’S expense, make such changes affecting COUNTY roads in accordance with the plan map attached hereto marked Exhibit A.

4. STATE agrees to acquire all necessary right of way as may be required for construction, reconstruction, or alteration of COUNTY roads, frontage roads, and other local roads, and COUNTY hereby authorizes STATE to acquire in its behalf all such necessary right of way.

5. It is understood between the parties that the right of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway projects, the obligations of STATE hereunder shall be carried out at such time and for such unit or units of the projects as funds are budgeted and made lawfully available for such expenditures.

6. COUNTY will accept control and maintenance over each of the relocated or reconstructed COUNTY roads, and the frontage roads, and other STATE constructed local roads on receipt of written notice to COUNTY from STATE that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. COUNTY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment, through STATE and COUNTY cooperation, of the whole freeway project for the benefit of the people of the STATE and of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA

Department of Transportation

*(Name of Current Director-all Caps)*

Director of Transportation THE COUNTY OF

By By

*(Name of District Director-all Caps) (Name of County Official-all Caps)*

District ## Director *(Title of County Official)*

APPROVED AS TO FORM: APPROVED AS TO FORM:

Attorney (State) Attorney (County)

***Sample Format for “Superseding” Freeway Agreement – for Projects Funded or Partially Funded/Sponsored by a Local Agency***

**FREEWAY AGREEMENT**

THIS AGREEMENT, made and entered into on this day of , 20 , by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as “STATE”), and the County of (herein referred to as “COUNTY”),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Transportation Commission *(change to California Highway Commission as needed)* on *enter date*; and

WHEREAS, STATE and COUNTY have entered into a Freeway Agreement dated *enter date*, relating to that portion of State Highway Route from *enter begin limit* to *enter end limit*; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects roads of the COUNTY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes (*complete the sentence with one of the following)*

in its entirety said Freeway Agreement, dated *enter date*.

*Or*

that portion of said Freeway Agreement dated *enter date,* from *enter begin limit* to *enter end limit.*

2. COUNTY agrees and consents to the closing of COUNTY roads, relocation of COUNTY roads, construction of frontage roads and other local roads, and other construction affecting COUNTY roads, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.

3. The obligations of STATE and COUNTY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to COUNTY. The parties responsible for the construction of the freeway shall make any changes affecting COUNTY roads only in accordance with the plan map attached hereto, marked Exhibit A.

4. The obligations of STATE and COUNTY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and COUNTY roads, frontage roads, and other local roads will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to COUNTY.

5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and COUNTY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. COUNTY will accept control and maintenance over each of the relocated or reconstructed COUNTY roads, any frontage roads, and other local roads constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, COUNTY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and COUNTY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA

Department of Transportation

*(Name of Current Director-all Caps)*

Director of Transportation THE COUNTY OF

By By

*(Name of District Director-all Caps) (Name of County Official-all Caps)*

District ## Director *(Title of County Official)*

APPROVED AS TO FORM: APPROVED AS TO FORM:

Attorney (State) Attorney (County)

**Other Sample Freeway Agreement Clauses (Not Mandatory)**

TORT LIABILITY

(6)\*\* In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code, the parties hereto as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The rules set forth in Civil Code Section 2778 are hereby made a part of this agreement.

WHEREAS FOR ANNEXED AREA

WHEREAS, CITY has subsequently annexed certain areas including portions of such freeway covered by said Freeway Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

WHEREAS FOR NEWLY INCORPORATED AREA

WHEREAS, CITY has subsequently incorporated and included certain areas including portions of such freeway covered by said Freeway Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

\*\*Note: Item number refers to “original” agreement sample format. Renumber 6 on sample format for “original” to be number 7.