

RELINQUISHMENT (STATE HIGHWAY) AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

PLACER COUNTY, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. CALTRANS and COUNTY, pursuant to California Streets and Highways Code Section 73, are authorized to enter into a cooperative agreement in order to relinquish to COUNTY a portion of a State Highway within COUNTY's jurisdiction.
2. CALTRANS intends to relinquish to COUNTY that portion of State Route 28, from the back of all proposed curbs to the existing State Highway System's right of way limits between post miles 9.2/10.3, as shown in Exhibit A, which is attached to and made a part of this agreement, referred to hereinafter as RELINQUISHED FACILITIES. COUNTY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution with the County Recorder's Office and Board of Supervisors.
3. CALTRANS and COUNTY agree that RELINQUISHED FACILITIES are currently in a state of good repair.
4. CALTRANS and COUNTY, collectively referred to as PARTIES, herein intend to define the terms and conditions under which relinquishment of the RELINQUISHED FACILITIES is to be accomplished.

SECTION I

COUNTY AGREES:

1. Execution of this AGREEMENT constitutes COUNTY's waiver of CALTRANS' obligation to provide ninety (90) days prior notice of CALTRANS' "Intention to Relinquish" as set forth in Streets and Highways Code Section 73.
2. To accept ownership, including all of CALTRANS' current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the Placer County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.

3. To accept RELINQUISHED FACILITIES in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the Phase II Environmental Site Assessment (ESA), dated October 31, 2006. COUNTY has received and reviewed a copy of the above-referenced ESA and PARTIES concur with said ESA, as stated in "Memorandum" dated November 5, 2019. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. To submit the CTC Resolution of Relinquishment to the Placer County Recorder's Office for recording.
3. Upon COUNTY's specific request, to transfer to COUNTY within sixty (60) days of such request, copies of available CALTRANS records and files for the RELINQUISHED FACILITIES, such as plans, survey data and right-of-way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, programming of funds by the CTC and the allocation thereof by the CTC.
2. CALTRANS reserves the right to enter, at no cost to CALTRANS, the RELINQUISHED FACILITIES, to modify or add signage, drainage, and other improvements necessary for State Highway operations. COUNTY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS' facilities retained in those RELINQUISHED FACILITIES.
3. COUNTY shall fully defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the ESA, dated October 31, 2006, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.

4. CALTRANS shall fully defend, indemnify and save harmless COUNTY and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the ESA, dated October 31, 2006, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.
5. Neither CALTRANS 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, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, 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, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
6. 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 CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, 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 CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
7. No alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.
8. This AGREEMENT shall terminate upon recordation of the CTC's Resolution of Relinquishment for the RELINQUISHED FACILITIES in the County Recorder's Office, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

COUNTY OF PLACER

By: _____
Nadarahar Suthahar
Deputy District Director
D3 Program / Project Management

By: _____
Ken Grehm
Director, Public Works

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Deputy Attorney

Attest: _____

**VERIFICATION OF FUNDS &
AUTHORITY:**

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Varinder K. Gurcha
District Project Control Officer

By: _____
Deputy County Counsel
Placer County Counsel's Office

**CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:**

By: _____
Nadine Karavan
HQ Accounting Supervisor

EXHIBIT A – Relinquishment Map

