

RELINQUISHMENT AGREEMENT

This Agreement, entered into effective on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

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

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code section 73 and 130, 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. STATE intends to relinquish to COUNTY that portion of State Route 101 consisting of between PM 47.522 to PM 48.721 as shown in Exhibit A, 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 STATE's recording of said Resolution in the County Recorder's Office.
3. STATE and COUNTY agree that RELINQUISHED FACILITIES are currently in a state of good repair.
4. The parties hereto intend to define herein the terms and conditions under which RELINQUISHED FACILITIES is to be accomplished.

SECTION I

COUNTY AGREES:

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

SECTION II

STATE 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 County Recorder's Office for recording.
3. To transfer to COUNTY within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available STATE records and files for RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and right of way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of any funds by the CTC.
2. STATE reserves the right to enter, at no cost to STATE, RELINQUISHED FACILITIES, to modify or add signage, drainage, and other improvements necessary for State Highway operations. COUNTY agrees to allow STATE access to operate, maintain, add, remove, or modify STATE's facilities retained in those collateral facilities.

3. RELINQUISHED FACILITIES may be recaptured by STATE for future transportation project at no cost to STATE and COUNTY agrees to reconvey property when so requested.
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 conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all 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 COUNTY under this Agreement.
5. 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 conferred upon STATE under this Agreement. It is understood and agreed that STATE, shall fully 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, 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.
6. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office

**STATE OF CALIFORNIA
Department Of Transportation**

COUNTY OF MENDOCINO

CHARLIE FIELDER
District 1 Director

Approved as to form and procedure:

Department of Transportation Attorney

Certified as to funds:

District
Budget Manager

Certified as to financial terms and policies:

Accounting Administrator

Kendall Smith, CHAIR
Board of Supervisors

Attest:

CARMEL J. ANGELO, Clerk of said
Board

Approved as to form and procedure:

JEANINE B. NADEL
County Counsel

Recommending Approval

KRISTIN MCMENOMEY, Director of
Mendocino County General Services Agency
– Risk Manager/Purchasing Agent

HOWARD N. DASHIELL, Director of
Mendocino County Transportation
Department