

DEPARTMENT OF TRANSPORTATION

50 HIGUERA STREET
SAN LUIS OBISPO, CA 93401-5415
PHONE (805) 549- 3101
FAX (805) 549-3259
TTY 711
<http://www.dot.ca.gov/dist05/>



*Flex your power!
Be energy efficient!*

March 15, 2013

Christine Andersen
Public Works Director
City of Santa Barbara
P.O. Box 1990
Santa Barbara, CA 93102

STATE ROUTE 225 RELINQUISHMENT AGREEMENT

Dear Ms. Andersen:

In order to fulfill the May 21, 2012 request by the Santa Barbara City Council (Council) to pursue relinquishment of State Route 225, a formal action by the Council is needed by April 30, 2013 for the California Department of Transportation (Caltrans) to provide funding as part of the transaction.

Enclosed with this letter is the Relinquishment Agreement (Agreement) which must be executed by the California Department of Transportation and the city of Santa Barbara by June 30, 2013. Toward that end, a Council Resolution authorizing acceptance of the route based on this Agreement is needed by April 30, 2013. This timing is necessary to secure the funding that has been reserved in Fiscal Year 13/14.

The reservation of funds, in the amount of \$819,000, is based upon the cost to relinquish as previously discussed. A schedule delay would jeopardize these funds and there is no certainty that any funding for relinquishment would be available in a future year.

Meanwhile, our staff continues to evaluate the numerous collision reports provided by your staff in January and February of this year. If the outcome of our evaluation determines that a project is needed, Caltrans would fund, develop and construct the project. Under this situation, we would defer the final step of the relinquishment (recordation) until such time that the project is completed. Meanwhile, please stress with the Santa Barbara Police Department its responsibility to report accidents on a monthly basis to the California Highway Patrol (California Vehicle Code Section 20008.)

Christine Andersen

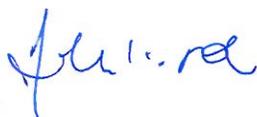
March 15, 2013

Page 2

Notwithstanding the outcome of the evaluation referenced above, our staff is also assembling all required documentation to complete the relinquishment process. The Project Scope Summary Report, which has been shared with your staff in draft form, has been updated to address issues raised by your staff and will be transmitted under separate cover.

We are looking forward to finalizing this relinquishment. Please contact me or Claudia Espino at (805)-549-3640 or at Claudia_Espino@dot.ca.gov, if you have any questions.

Sincerely,



AILEEN K. LOE

Deputy District Director

Planning and Local Assistance

Enclosures

- Relinquishment Schedule
- Relinquishment Agreement (Cooperative Agreement)

cc: 37th District Assemblymember Das Williams
Mayor Helene Schneider

Route 225 Proposed Relinquishment Schedule

(As of March 5, 2013)

	Task	Description of Task	Responsible Party	Target Completion Date
1	Legislation Enacted	City to procure required Legislation, Prior to RAC approval	City of Santa Barbara	October 7 2011*
2	City Council Approval	Direction to proceed with relinquishment	City Council	May 21 2012*
3	Project Scope Summary Report (PSSR)	Prepare Draft PSSR	Caltrans	Sep 2012*
4	Draft Relinquishment Agreement	Begin negotiations with city staff to develop agreement.	Caltrans and City of Santa Barbara	Nov 27, 2012*
5	City Resolution	City Council to approve Resolution authorizing the acceptance to the relinquishment of SR 225 based on Relinquishment Agreement (Cooperative Agreement)	City of Santa Barbara	April 2013
6	Freeway Maintenance Agreement	City and Caltrans to approve modification to existing Freeway Maintenance Agreement.	Caltrans and City of Santa Barbara	June 2013
7	Executed Relinquishment Agreement & Approved PSSR	Caltrans to approve Relinquishment Agreement and PSSR. <ul style="list-style-type: none"> • Agreement Fact Sheet • Cooperative Agreement 	Caltrans	June 2013
8	CTC Package Submittal	Relinquishment package submitted to CTC: <ul style="list-style-type: none"> • Approved PSSR • Cooperative Agreement • Approved Legislation • City Resolution • Legal Description • Mapping • Transmittal Letter 	Caltrans	July 2013
9	Close Out Meeting	Process Final Steps of Relinquishment	Caltrans and City of Santa Barbara	August 2013
10	CTC	Approval of Relinquishment	CTC	October 8, 2013
11	Transfer Funds	Funds transferred to City	Caltrans	November 2013
12	Recordation	CTC Resolution recorded with the County Recorder's Office	Caltrans	December 2013

* Actual Date

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 "CALTRANS", and the

CITY OF SANTA BARBARA, a body politic and a municipal corporation of the State of California, referred to herein as "CITY",

RECITALS

1. CALTRANS and CITY, pursuant to Streets and Highways Code section 73, are authorized to enter into a Cooperative Agreement in order to relinquish to CITY a portion of a State Highway within CITY's jurisdiction.
2. CALTRANS intends to relinquish to CITY that portion of State Route 225 (SR 225) between Post Mile (PM) 0.031 to PM 4.55 as shown in Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". This relinquishment is based on Assembly Bill 957 (Committee on Transportation) which was enacted on October 7, 2011. CITY 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 in the County Recorder's Office.
3. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair. CALTRANS and CITY have negotiated an understanding that CITY will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over the RELINQUISHED FACILITIES in exchange for the payment of \$819,000 or some other allocation made by CTC deemed to be in the best interest for.
4. The parties hereto intend to define herein the terms and conditions under which RELINQUISHED FACILITIES is to be accomplished.

SECTION I

CITY AGREES:

1. Execution of this Agreement constitutes CITY'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 that allocation, determined by the CTC to be in the best interest of CALTRANS, as CALTRANS' only payment obligation for this RELINQUISHED FACILITIES.

3. 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 County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.
4. To accept RELINQUISHED FACILITIES in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in a Disclosure of Potential Contamination Memorandum, dated March 15, 2013, for SR-225. CITY has received and reviewed a copy of the above-referenced Memorandum. 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 forward and support CITY's request to CTC for the allocation of \$819,000 with the expectation that CTC will determine that this or some other allocation is in the best interest of CALTRANS.
3. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
4. To pay CITY, within thirty (30) days of approval of funding by CTC, the amount of \$819,000 or any other allocation approved by the CTC. The payment of those funds will represent CALTRANS's only payment obligation for the purpose of the RELINQUISHED FACILITIES.
5. To transfer to CITY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available CALTRANS 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 CALTRANS 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. CALTRANS reserves the right to enter, at no cost to CALTRANS, RELINQUISHED FACILITIES, to modify or add signage, drainage, and other improvements necessary for State Highway operations. CITY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS' facilities retained in those collateral facilities.
3. RELINQUISHED FACILITIES may be recaptured by CALTRANS for future transportation project at no cost to CALTRANS and CITY agrees to reconvey property when so requested.
4. CITY shall fully defend, indemnify and save harmless CALTRANS and all 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 Disclosure of Potential Contamination Memorandum, dated March 15, 2013, for SR-225, 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.
5. CALTRANS shall fully defend, indemnify and save harmless CITY and all 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 Disclosure of Potential Contamination Memorandum, dated March 15, 2013, for SR-225, 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.
6. 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 CITY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS 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 CITY and/or its agents under this Agreement.
7. Neither CITY 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 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 CITY 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 and/or its agents under this Agreement.

8. 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.
9. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office and payment by CALTRANS of \$819,000 or any other allocation by CTC to CITY, 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

CITY of SANTA BARBARA

By: _____
Mayor

By: _____
District Director

Attest: _____
City Clerk

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

Attorney
Department of Transportation

City Counsel

CERTIFIED AS TO FUNDS

District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

Accounting Administrator

EXHIBIT "A" – Relinquishment Map

