

**STATE HIGHWAY
RELINQUISHMENT AGREEMENT**

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

City of Oakland, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY, pursuant to California 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 I-880 consisting of portion of road segment serving as frontage road along southbound I-880 from the off-ramp/State Route 77 (42nd Avenue) intersection to High Street, including the island at High Street intersection as shown in Exhibit A, which is attached to and made a part of this agreement, referred to hereinafter as RELINQUISHED FACILITIES. This relinquishment is based on collateral facilities. 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 with the County Recorder's Office.
3. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair.
4. CALTRANS and CITY 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

CITY AGREES:

1. To obtain and transfer to CALTRANS access control rights at the northwesterly corner of the southbound I-880 off-ramp/State Route 77 (42nd Avenue) intersection as shown in Exhibit A.
2. Execution of this AGREEMENT constitutes CITY's waiver of CALTRANS's obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code Section 73.
3. To accept ownership, including all of CALTRANS'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 CALTRANS.
4. To accept the RELINQUISHED FACILITIES in their current environmental condition and setting, including but not limited to, the presence of hazardous materials as described in the Environmental Disclosure Memo, dated September 9, 2022. CITY has received and reviewed a copy of the above-referenced Environmental Disclosure Memo. 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.
5. To keep the RELINQUISHED FACILITIES for continued highway purposes;

SECTION II

CALTRANS AGREES:

1. To relinquish, after CITY transfers the access control rights at the northwesterly corner of the southbound I-880 off-ramp/State Route 77 (42nd Avenue) intersection as shown in Exhibit A to CALTRANS, and 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. Upon CITY's specific request, to transfer to CITY 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 portions of this AGREEMENT, including the Recitals Section, are enforceable.
2. 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 California Transportation Commission (CTC) and the allocation thereof by the CTC.
3. 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. CITY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS' facilities retained in those RELINQUISHED FACILITIES.
4. CITY shall, in cooperation with CALTRANS, mitigate any adverse freeway and/or ramp impacts attributable to CITY-made changes within the RELINQUISHED FACILITIES
5. CITY 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 Environmental Disclosure Memo, dated June 6, 2022, 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.
6. CALTRANS shall fully defend, indemnify and save harmless CITY 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 Environmental Disclosure Memo, dated June 6, 2022, 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.
7. 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,

its contractors, sub-contractors, 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 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 CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

8. 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, 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 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, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
9. 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.
10. 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 are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF OAKLAND

By: _____
Julie McDaniel
Deputy District Director, Right of Way
and Land Surveys

By: _____
Fred Kelly
Director

VERIFIED OF FUNDS & AUTHORITY:

By: _____
Jeffrey Kuehnel
District Budget Manager

Attest: _____
Acting Assistant Director

APPROVED AS TO FORM &
PROCEDURE:

APPROVED AS TO FORM &
PROCEDURE:

By: _____
Attorney
Department of Transportation

By: _____
Celso Ortiz
Deputy City Attorney

CERTIFIED AS TO FINANCIAL TERMS
& POLICIES:

By: _____
HQ Accounting Supervisor

EXHIBIT A – Relinquishment Map



