

AMENDMENT No. 1 TO COOPERATIVE AGREEMENT

THIS AMENDMENT No. 1 TO 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

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

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

RECITALS

- (1) The parties hereto entered into a Cooperative Agreement No. 05-CA-0194 on May 31, 2007, said Agreement defining the terms and conditions of a project to install a traffic signal, curb ramps, shoulder widening and make repairs to a storm drain at the intersection of State Route-192 (SR 192) and Cieneguitas Road in Santa Barbara County, referred to herein as "PROJECT".
- (2) New language has been developed to replace Articles 21, 22 and 23 of Section IV since the original Agreement was written.
- (3) It has been determined that PROJECT will not be constructed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED:

- (1) Article 21 of Section IV is replaced in its entirety to read:

"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 CITY or COUNTY under or in connection with any work, authority, or jurisdiction conferred upon CITY or COUNTY or arising under this agreement. It is understood and agreed that, CITY or COUNTY will fully defend, indemnify, and save harmless STATE and all of 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, or other theories or

assertions of liability occurring by reason of anything done or omitted to be done by CITY or COUNTY under this agreement”.

- (2) Article 22 of Section IV is replaced in its entirety to read:

“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 STATE or COUNTY under or in connection with any work, authority, or jurisdiction conferred upon STATE or COUNTY or arising under this agreement. It is understood and agreed that, STATE or COUNTY will fully defend, indemnify, and save harmless CITY and all of 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, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE or COUNTY under this agreement”.

- (3) Article 23 of Section IV is replaced in its entirety to read:

“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 or CITY under or in connection with any work, authority, or jurisdiction conferred upon STATE or CITY or arising under this agreement. It is understood and agreed that, STATE or CITY will fully defend, indemnify, and save harmless COUNTY and all of 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, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE or CITY under this agreement”.

- (4) The termination date specified in Section IV, Article 26 of the amended Agreement shall now be December 31, 2010 instead of June 30, 2008.
- (5) All other terms and conditions of said Agreement shall remain in full force and effect.
- (6) This AMENDMENT No. 1 TO AGREEMENT is hereby deemed to be a part of Cooperative Agreement No. 05-CA-0194.

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF SANTA BARBARA
105 East Anapamu Street
Santa Barbara, CA 93101

WILL KEMPTON
Director

By _____
Chair, Board of Supervisors

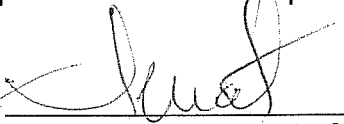
By _____
RICHARD KRUMHOLZ
District Director

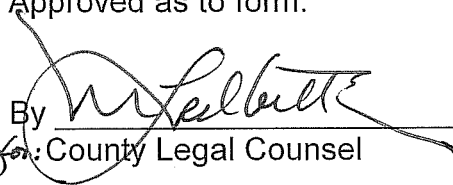
Attest:

By _____
County Clerk

Approved as to form & procedure:

Approved as to form:

By  _____
Attorney, Department of
Transportation

By  _____
for: County Legal Counsel

Certified as to financial terms & conditions:

CITY OF SANTA BARBARA
P. O. Box 1990
Santa Barbara, CA 93102-1990

By  _____
FOR Accounting Administrator

By _____
Mayor

Certified as to funds:

Approved as to form & procedure:

By _____
District 5 Budget Manager

By _____
City Attorney

Approved:

By _____
Public Works Director/City Engineer