

**AGREEMENT FOR DEVELOPMENT AND USE OF A
PORTION OF THE FRANKLIN TRAIL
AT CARPINTERIA HIGH SCHOOL**

This Agreement is entered into this _____ by and between the Carpinteria Unified School District, a political subdivision of the State of California (hereinafter "DISTRICT"), and the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") with regard to the following recitals:

WHEREAS, Education Code §§ 17051(a) and 35275 and Government Code §§ 6500 *et seq.* authorize and empower public school districts and county government to enter into cooperative agreements for the planning, development and use of recreational facilities for the benefit of the community, and

WHEREAS, DISTRICT and COUNTY have recognized the community need to establish and develop the Franklin Trail to provide for recreation and access to the local foothills and the National Forest for the citizens of Carpinteria and the wider community and visitors, and

WHEREAS, there is an unmet need for recreational trail use within the Carpinteria area and the community at large, and there is currently no public trail link between the National Forest and the area surrounding Carpinteria, and

WHEREAS, public trail access through the DISTRICT property at Carpinteria High School will provide for and complete a necessary trail link to trail easements held by COUNTY on private property north of the DISTRICT property, and

WHEREAS, the DISTRICT and the COUNTY recognize that through cooperation in the planning, development and management of this facility, a greater benefit can be realized to improve participation in recreation and enhance community health and welfare.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

A. SCOPE AND PLANNING

1. Subject to available funding, the COUNTY and DISTRICT shall develop final agreement on (1) site plans and specifications, and (2) plans covering the use, operation, maintenance and supervision of the following facilities (hereafter "Facilities") ensuring discrete separation between school uses and activities, adjoining private property and existing easement use, and trail uses at Carpinteria High School:

a) An information kiosk with trail rules, regulations and safety, emergency and contact information, trail conditions as well as interpretive information; a trash receptacle; and a dog waste bag dispenser will be located at the trail entrance on Foothill Road.

b) A trail pathway/use area beginning on the north side of Foothill Road at the crosswalk and continuing along Foothill Road to the west; then northerly along the top of the berm next to the drainage swale on the west side of campus; then continuing northerly along the berm area east of the road easement; then proceeding easterly along the access road on the northern perimeter of the school adjacent to an existing concrete drainage swale to the northeast corner of the property.

c) A pedestrian bridge across the concrete drainage swale at the northeast corner of the school property to connect the trail pathway on the school property to the trail easement that continues north on the adjacent property.

d) Appropriate physical barriers (e.g. fencing, bollards, plantings, etc.) as well as signs to provide for separation between school and trail uses.

2. The Facilities will be available for public use during daylight hours in accordance with the provisions of County Code Chapter 26 regarding use within recreational areas, which said use shall conform to all applicable District rules, regulations, board policies and state laws governing District property, and maintain all existing private easement rights.

3. The COUNTY shall, in cooperation with and subject to the approval of the DISTRICT, prepare plans for the development and use of the Facilities as specified in section A.1. The location and operation of the Facilities shall be established with the goal of minimizing impacts to the education programs at the school and to adjacent property owners and holders of any private easement rights, as well as achieving optimal community trail access and benefit. The development and use of the Facilities shall not interfere with or overburden the use of the road easement on the western portion of district's property.

4. The responsibility for preparing designs, specifications, obtaining necessary permits, construction administration and supervision shall be borne and paid for by the COUNTY, through its County Parks Department, with the cooperation, review and subject to the approval of the DISTRICT through its District Superintendent or designee.

B. OPERATION OF FACILITIES

1. No use of the Facilities made be made prior to express written approval by District of the plans required to be approved in section A.1 above. Notwithstanding any other provision herein, District retains the absolute right of approval in its sole discretion.

2. The Facilities shall be used to provide for public recreation trail access as part of the Franklin Trail which leads to the Los Padres National Forest. Subject to the limitations herein, the Facilities will generally be used by the public during daylight hours every day of the week.

3. The Facilities shall be operated by the COUNTY through its County Parks Department, and shall be governed by the rules and regulations contained in County Code Chapter 26 for recreational areas. Additionally, use of the Facilities shall conform to all

applicable District rules, regulations, board policies and state laws governing District property, and District may post appropriate signage in its discretion.

4. DISTRICT shall make its best effort to notify the Director of County Parks, or designee, of any closures District deems necessary or of any interruptions in use of Facilities by the public, prior to any such event. COUNTY shall normally be the responsible party to manage and implement any closures. However, District retains the right to suspend use of the trail across district property if following written notice to County, County fails within a reasonable time to correct conditions resulting from (1) improper trail use that materially impairs educational programs of District, (2) impairment or overburdening of the road easement over District's property, (3) failure by County to adequately maintain and operate the Facilities in accordance with the terms of this agreement or other agreements between the parties governing use of the Facilities. Any temporary suspension in trail use shall promptly be lifted by District upon satisfactory correction of the conditions causing the suspension.

5. COUNTY shall meet with the DISTRICT as necessary to ascertain, discuss and rectify, to the best of its abilities, any operational issues that may arise between the school uses and the public trail uses.

C. MAINTENANCE OF FACILITIES

Maintenance of the Facilities shall be performed by COUNTY and the Facilities shall be adequately maintained to ensure appropriate and safe use, appearance and longevity; and to maintain appropriate discrete separation between school uses, road easement uses, adjoining private property uses, and trail uses.

D. TERM AND RENEWAL PROVISIONS

The term of this Agreement shall be from the approval date of both County and District, and shall extend for twenty (20) years after the opening of the trail, which term may be extended by written agreement between the parties. During the term of the Agreement, the Facilities shall not be converted or impacted in any way that precludes the public from normal trail access, except as provided herein or in the event District deems it necessary to provide alternate access as a result of educational needs. This agreement shall not be construed to create an easement or other real property interest in favor of County.

E. INDEMNIFICATION

COUNTY shall indemnify, defend and hold DISTRICT and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property which arise out of the development, operation or use of that portion of Franklin Trail situated upon real property owned by DISTRICT, except as to claims, damages, losses, causes of action and expenses which are caused by the sole negligence or willful misconduct of DISTRICT or independent contractors directly responsible to DISTRICT. COUNTY shall also indemnify, defend and hold DISTRICT and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, arising in

relation to road easement rights or adjoining landowner rights that may be asserted by third parties against District on account of the County's development and/or use of the trail.

F. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, COUNTY shall not be deemed to be DISTRICT's agent and DISTRICT shall not be deemed to be COUNTY's agent.

G. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

H. CONTINUING OBLIGATION

To the extent that COUNTY has agreed to indemnify, defend and hold harmless the DISTRICT, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

I. INSURANCE

COUNTY shall add DISTRICT as an additional insured to all policy(s) of insurance presently or hereafter in place in respect to all covered risks associated with the development, operation and use of Franklin Trail, which insurance shall be primary in respect to all claims.

J. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties; any modification must be executed in writing by both parties.

K. NOTICES

Any notices to be given by this Agreement shall be as follows:

Carpinteria Unified School District
Carpinteria Unified School District Superintendent
1400 Linden Ave
Carpinteria, CA 93013

County of Santa Barbara
Director of Parks
County Parks Department
610 Mission Canyon Road
Santa Barbara, CA 93105

Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties or deposited in the United States mail, postage prepaid, addressed to such party as stated above or as modified in writing as provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove written.

“DISTRICT”
CARPINTERIA UNIFIED SCHOOL DISTRICT

By:  _____
Superintendent

“COUNTY”
COUNTY OF SANTA BARBARA

By: _____
Salud Carbajal
Chair, Board of Supervisors

Approved by the Board of Trustees on

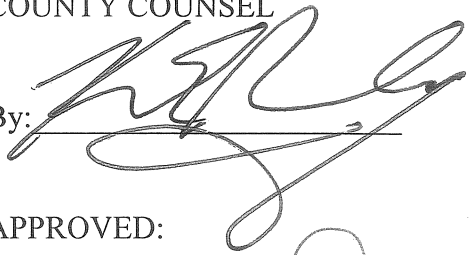
Date: 8/25/09

Approved by the County Board of Supervisors on

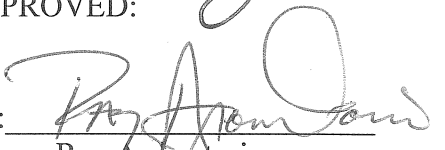
Date: _____

(signatures continue on next page)

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 

APPROVED:

By: 
Ray Aromatorio
Risk Program Administrator