

EXHIBIT "A"

4-Nap-29-PM 13.0
Trancas Street Park and Ride
04278-120612
District Agreement No. 4-2143

COOPERATIVE JOINT PERMITTED USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON December 3, 2008, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA), a joint powers authority organized under the laws of the State of California, referred to herein as "AGENCY."

RECITALS

1. STATE and AGENCY, pursuant to Streets and Highways Code section 146.5, are authorized to enter into a Cooperative Agreement to jointly construct, maintain and operate fringe and transportation corridor parking facilities along State Highways as a part of said State Highway.
2. STATE has acquired certain lands and constructed certain improvements for State Highway purposes described as the Trancas Street interchange at Route 29 in the City of Napa, herein referred to as "HIGHWAY-RIGHT-OF-WAY," A portion of which lands (the "LOT") is presently not required for STATE's immediate State Highway operational needs.
3. It is in the public interest to conserve energy, improve air quality, reduce congestion, lower transportation costs, reduce maintenance on existing highway facilities, decrease noise pollution, and cooperate in the joint use, protection, and maintenance of HIGHWAY-RIGHT-OF-WAY by ridesharing, including carpooling, vanpooling and bus transit, as an effective means for responding to such public goals.
4. It has been determined that using this LOT for construction of a Park and Ride facility, to be undertaken in the best interests of the public, at State Route 29 and Trancas Street in the City of Napa, referred to herein as "PARK AND RIDE," would reduce State Highway motor vehicle congestion, improve safety, and result in the present highest and best use of that LOT for a PARK AND RIDE project listed in the Regional Transportation Improvement Program.
5. Pursuant to Streets and Highways Code section 146.5 and Public Utilities Code section 100161, AGENCY proposes to construct operate, and maintain the PARK AND RIDE improvements which will be permitted to occupy the LOT in such a way that these improvements will not unduly interfere with or obstruct the future construction, reconstruction, maintenance, operation, and the public use of said State Highway presently or into the future when the site of the PARK AND RIDE may be required for a future State Highway expansion or relocation.

EXHIBIT "A"

6. AGENCY is willing to fund one hundred percent (100%) of all capital outlay and staffing costs for PARK AND RIDE (except for the costs of STATE's Independent Quality Assurance (IQA) of AGENCY's design and construction activities.)
7. AGENCY prepared the environmental documentation for PARK AND RIDE.
8. STATE's funds will not be used to finance any of the capital and support costs for PARK AND RIDE, except for costs of STATE's IQA effort.
9. Further specific cooperative agreements may be separately prepared and executed consistent with the principles stated in this COOPERATIVE JOINT PERMITTED USE AND MAINTENANCE AGREEMENT.
10. Maintenance is broadly defined in section 27 of the Streets and Highways Code and includes the future repair and any necessary modification and replacement of damaged or obsolete PARK AND RIDE improvements.
11. The parties hereto intend to define herein the terms and conditions under the PARK AND RIDE site improvements are to be financed, engineered, constructed, operated, and permitted upon STATE's LOT.

SECTION I

AGENCY AGREES:

1. To fund one hundred percent (100%) of all project development work for PARK AND RIDE, including, but not limited to, costs incurred for the preparation of contract documents, advertising for bids, awarding the construction contract, and the actual construction capital and support costs required for satisfactory completion of PARK AND RIDE, including, but not limited to, State-furnished material, if any, and all future costs for operating and maintenance of the PARK AND RIDE and LOT as shown on Exhibit A, attached and made a part of this Agreement.
2. To not use STATE funds for any PARK AND RIDE capital and support costs incurred by AGENCY as matching funds for the appraised value of the LOT as a PARK AND RIDE site pursuant to Streets and Highways Code section 146.5 (c).
3. To perform or have performed all necessary PARK AND RIDE preliminary engineering, detailed Plans, Specifications, and Estimate (PS&E), utility identification and location, all necessary right of way (R/W) activities, and all necessary construction engineering for PARK AND RIDE in accordance with all State and Federal laws, regulations, policies and procedures and standards that STATE would normally follow. All this work shall be submitted to STATE for STATE's IQA review and concurrence at appropriate stages of PARK AND RIDE completion in accordance with STATE policies and procedures.
4. To permit STATE to monitor, participate and oversee selection of personnel who will prepare the PS&E, and provide the R/W services for PARK AND RIDE. AGENCY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, conflict of interest, and failure to perform in accordance with the PARK AND RIDE scope of work and/or other pertinent criteria. AGENCY will include in the PARK AND RIDE design consultant contract, a "conflict of interest" requirement that the

EXHIBIT "A"

PARK AND RIDE design consultant cannot be employed by the future PARK AND RIDE construction contractor. AGENCY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.

5. Personnel who perform the PS&E and R/W shall be made available to STATE, at no cost to STATE, through completion of PARK AND RIDE construction to discuss issues which may arise during construction. AGENCY will make available its personnel or consultants to do all necessary corrections and to furnish the corrected product to STATE if errors or omissions are discovered in any document, study, or report which AGENCY provided pursuant to this Agreement.
6. To make, and have AGENCY's consultants make, written application to STATE for necessary encroachment permits authorizing entry of AGENCY and those consultants onto the LOT to perform PARK AND RIDE preliminary engineering and construction activities.
7. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet
8. To provide, at no cost to STATE, survey and mapping services necessary to perpetuate existing LOT land net and alignment monumentation in accordance with sections 8771 and 8765 of the Business and Professions Code and to permanently monument the location of all adjacent State Highway roadway alignments, realignments, and right of way acquisitions. All of the above are to be shown on a Record of Survey filed with the County Surveyor. AGENCY shall deliver one copy of any field notes, filed Corner Records, and the Record of Survey required to meet the above obligation to STATE's District Division of Right of Way and Land Surveys.
9. A copy of all original survey documents resulting from surveys performed for PARK AND RIDE, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE.
10. If any existing utility facilities conflict with the construction of PARK AND RIDE or violate STATE's encroachment policy, AGENCY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal. The costs for the PARK AND RIDE's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
11. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting utility facilities within the LOT and adjacent State Highway right of way and that such protection, relocation or removal of conflicting utility facilities has been the subject of environmental approval and will be completed prior to the award of the contract to construct PARK AND RIDE or is coordinated with construction in the PS&E for said contract. Evidence shall include a copy of all required STATE issued encroachment permits.
12. AGENCY shall require any utility owner and/or its contractor performing any work within the LOT and State Highway right of way to obtain an encroachment permit from STATE prior to the beginning of work.

EXHIBIT "A"

13. To acquire and furnish all right of way, if any, outside of the existing LOT and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations and are subject to STATE's Independent Quality Assurance to ensure that the right of way completed work is acceptable for incorporation into the State Highway right of way.
14. AGENCY shall provide a right of way certification prior to the granting of said encroachment permit by STATE, to certify that legal and physical control of new rights of way were acquired in accordance with all applicable State and Federal laws and regulations.
15. AGENCY shall not advertise for bids to construct PARK AND RIDE until after an encroachment permit has been issued to AGENCY by STATE to construct.
16. To advertise, award, and administer the construction contract for PARK AND RIDE in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by AGENCY, and/or performed under encroachment permit, are covered by provisions of the Labor Code in the same manner as are workers employed by STATE's contractors. AGENCY will verify and enforce all applicable prevailing wage mandates.
17. AGENCY's construction contractor shall maintain in force, until completion and acceptance of the construction contract for PARK AND RIDE, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in accordance with Section 7-1.12 of STATE's Standard Specifications dated May, 2006. Such policy shall contain an additional insureds endorsement naming STATE and its officers, agents, and employees as additional insured. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to AGENCY's construction contractor.
18. To require the construction contractor to furnish both a payment and a performance bond, naming AGENCY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current May, 2006 Standard Specifications prior to performing any PARK AND RIDE construction work. AGENCY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims by stop notice claimants related to the construction of PARK AND RIDE.
19. To have PARK AND RIDE constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PARK AND RIDE PS&E.
20. Contract administration procedures shall conform to STATE's Construction Manual, Local Assistance Procedures Manual, and the PARK AND RIDE encroachment permits.
21. Construction within the existing or ultimate LOT right of way and other State Highway rights of way shall comply with STATE's Standard Specifications, the PARK AND RIDE PS&E, and STATE's Construction Manual.
22. To submit a written request for any "State-furnished material" identified in the PARK AND RIDE PS&E a minimum of forty-five (45) days in advance of the need for such materials. To then pay STATE, within fifteen (15) days of receipt of STATE's billing, the actual cost invoiced for the requested "State-furnished material." AGENCY may take

EXHIBIT "A"

- delivery of the "State-furnished material" after STATE's receipt of AGENCY's payment and at the location directed by STATE.
23. To apply for necessary encroachment permits for required work, including the installation of all signs, within the LOT and on all State Highway properties, in accordance with STATE's standard permit procedures.
 24. PARK AND RIDE material testing and quality control shall conform to STATE's Construction Manual and STATE's California Test Method, and shall be performed, at AGENCY's expense, by a material-tester certified by STATE.
 25. To furnish, at AGENCY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California, to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of that company or the construction contractor.
 26. At AGENCY's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of "As-Built" drawings, and other inspection and staff services necessary to assure and confirm that the construction is being performed in accordance with PARK AND RIDE PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the designer of PARK AND RIDE may check the shop drawings, do soils foundation tests, test construction materials, and do construction surveys.
 27. All PARK AND RIDE support services are to be performed by AGENCY. Should AGENCY request that STATE perform any other portion of those support services, AGENCY shall first agree to reimburse STATE for such work pursuant to a separate executed agreement or an amendment to this Agreement.
 28. Within one hundred eighty (180) days following the completion and acceptance of the construction contract for PARK AND RIDE, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual and Plans Preparation Manual and STATE practice. The submittal must also include all contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). AGENCY shall also submit corrected full-size hardcopy structure plans.
 29. If AGENCY cannot complete PARK AND RIDE as originally scoped, scheduled, and estimated, AGENCY will, only with STATE's prior written consent, amend the PS&E for suitable resolution to assure a form of modified PARK AND RIDE conforming to that amended PS&E that all times assures a safe and operable State Highway System.
 30. If AGENCY terminates PARK AND RIDE prior to completion of the construction contract for PARK AND RIDE, STATE shall require AGENCY, at AGENCY's expense, to return that right of way to its original condition or to a safe and operable condition acceptable to STATE. If AGENCY fails to do so, STATE reserves the right to finish PARK AND RIDE or place PARK AND RIDE in a safe and operable condition acceptable to STATE and STATE will bill AGENCY for all actual expenses incurred and AGENCY agrees to pay said expenses within thirty (30) days of receipt.
 31. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during PARK AND RIDE construction, AGENCY shall stop work in

EXHIBIT "A"

that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PARK AND RIDE cost contemplated by this Agreement.

32. To modify, repair, replace, or remove any or all portion of PARK AND RIDE, at AGENCY's expense, in the future should STATE determine, in its sole judgment, that PARK AND RIDE improvements interfere with the protection of or use of the State Highway properties by the traveling public or the LOT is needed to permit future changes to the State Highway system.
33. To be solely responsible, including all costs related thereto, for construction, operation, maintenance, protection, repair and any STATE required future removal or relocation of AGENCY's PARK AND RIDE. Said work at all times shall be conducted to assure safety and the use of all State Highway facilities and rights of way. Said AGENCY PARK AND RIDE shall be subject to random inspection by STATE as to safety conditions affecting State Highway facilities and AGENCY shall, upon notice from STATE that an unsafe condition exists, take immediate steps to correct such unsafe conditions. If AGENCY fails to perform after such notice from STATE, STATE shall immediately take necessary corrective action and AGENCY shall be billed and shall pay all costs for such corrective work performed by STATE. Such inspection by STATE, if performed at all, does not relieve AGENCY of its responsibilities under this Agreement.
34. AGENCY shall give reasonable advance notice to STATE before performing any work beyond routine maintenance (as defined in Recitals of this Agreement) on AGENCY's PARK AND RIDE facilities within LOT. AGENCY shall perform no work from State Highway rights of way outside of the LOT nor shall any modification be made by AGENCY of its PARK AND RIDE within LOT without prior approval of STATE in the form of an encroachment permit issued by STATE at no expense to AGENCY.
35. At AGENCY's sole expense, to keep, protect, operate, and maintain PARK AND RIDE in the areas covered by this Agreement in a state of good repair, free of all graffiti, debris, and flammable and hazardous materials of every description, excepting only those materials necessary for, or incidental to, the operation of PARK AND RIDE. AGENCY shall at all times operate and maintain the above-described PARK AND RIDE areas in an orderly, safe and sanitary condition.
36. To take all steps reasonably necessary to protect STATE freeway structures and facilities, including, but not limited to, piers and columns over, under, above or adjacent to the areas of PARK AND RIDE joint use, from damage due to AGENCY's presence and activities. Any damage to said STATE freeway structures and facilities due to AGENCY's presence and activities shall be repaired at AGENCY's sole expense.
37. Not to erect signs of any kind within the joint use areas, except such signs as may be necessary or appropriate in connection with the operation of the PARK AND RIDE or that are required by law. Such signs shall not be attached to or painted on any STATE freeway structures or facilities except by prior written consent of STATE.
38. In the operation, maintenance and repair of PARK AND RIDE, not to locate any lights or other improvements thereon or adjacent thereto which would interfere with the safety and operation of motor vehicles on STATE's facilities.
39. Should STATE require all or a portion of the PARK AND RIDE for future State Highway needs or if AGENCY should cease operations of the PARK AND RIDE, AGENCY shall, at STATE's sole option, remove all of, or designated portions of, AGENCY improvements within LOT and will restore LOT to a standard acceptable to STATE at AGENCY's sole

EXHIBIT "A"

expense and all rights of joint use permitted to AGENCY under this Agreement shall revert back to STATE.

40. Not to transfer or assign primary responsibility for design, construction, operation or maintenance of any portion of AGENCY's PARK AND RIDE located on LOT to any third party without prior written consent of STATE. Any successor-in-interest to AGENCY will be required to adhere to the terms of this Agreement and all subsequent operation, maintenance, repair and relocation restrictions required by STATE.
41. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from the date of final payment under the PARK AND RIDE contract, or four (4) years from STATE payment of the final voucher, whichever is longer, all records and accounts relating to PARK AND RIDE construction. AGENCY shall retain said records and accounts longer for such periods as are required in writing by STATE.

SECTION II

STATE AGREES:

1. At no cost to AGENCY, to provide IQA to assure that AGENCY's PARK AND RIDE work is performed in full compliance with the approved PARK AND RIDE PS&E and in accordance with STATE's then effective policies, procedures, standards, and practices. This IQA oversight function includes both the obligation and the authority to reject noncompliant PARK AND RIDE work and materials accepted by AGENCY, to order any actions needed for public safety or the preservation of property, and to assure compliance with all provisions of the encroachment permit(s) issued to AGENCY and AGENCY's contractor.
2. Upon proper application by AGENCY and by AGENCY's contractor, to issue, at no cost to AGENCY and AGENCY's contractor, the necessary encroachment permits for required PARK AND RIDE work within the LOT and any specifically identified adjacent State Highway right of way, as more specifically defined elsewhere in this Agreement.
3. As a part of STATE's IQA activities, to provide a qualified representative of STATE during construction of PARK AND RIDE who shall have authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the encroachment permit(s) issued to AGENCY and AGENCY's contractor.
4. To provide, at AGENCY's cost, any "State-furnished material" as shown on the PARK AND RIDE PS&E or as determined during construction of PARK AND RIDE. Upon receipt of AGENCY's request for any such "State-furnished materials," STATE will order those materials and will have a bill submitted to AGENCY for the costs of those materials. Upon receipt of those materials and AGENCY's payment, STATE will make those "State-furnished materials" available to AGENCY at a STATE designated site.
5. To permit AGENCY, at no cost to AGENCY and subject to the consent of the California Transportation Commission (CTC) and Federal Highway Administration (FHWA), the joint use of these described portions of LOT at the designated PARK AND RIDE encroachment locations as shown on Exhibit B, attached hereto and made a part of this Agreement.

EXHIBIT "A"

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 funds by the California Transportation Commission (CTC).
2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PARK AND RIDE preliminary engineering, PS&E, right of way and construction phases administered by AGENCY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PARK AND RIDE by AGENCY conform with then existing STATE standards. IQA does not include any PARK AND RIDE related work deemed necessary to actually develop and deliver the PARK AND RIDE, nor does it involve any validation to verify and recheck any work performed by AGENCY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AGENCY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PARK AND RIDE funds as a service for which STATE will invoice its actual costs and AGENCY will pay or authorize STATE to reimburse itself from then available PARK AND RIDE funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
3. All applicable procedures and policies relating to the use of Federal and State gas tax funds shall apply notwithstanding other provisions of this Agreement to the contrary.
4. AGENCY agrees to obtain, as a PARK AND RIDE cost, all necessary permits, agreements, and/or approvals for PARK AND RIDE from appropriate regulatory agencies.
5. AGENCY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PARK AND RIDE. The costs of said compliance and implementation shall be a PARK AND RIDE cost.
6. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PARK AND RIDE, all legal costs associated with those said legal challenges shall be a PARK AND RIDE cost.
7. If, during performance of design, right of way or construction PARK and RIDE, new information is obtained which requires additional environmental documentation to comply with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of those additional tasks by AGENCY.
8. The design and right of way acquisition for PARK AND RIDE shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE.
9. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced,

EXHIBIT "A"

District Agreement No. 4-2143

created or utilized for PARK AND RIDE will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.

10. During PARK AND RIDE construction, representatives of AGENCY and STATE will cooperate and consult with each other to assure that all PARK AND RIDE work is accomplished according to the PARK AND RIDE PS&E and STATE's applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's IQA representatives who are authorized to enter AGENCY's property during construction for the purpose of monitoring and coordinating construction activities
11. PARK AND RIDE PS&E changes shall be implemented by contract change orders that have been reviewed and concurred with by STATE's representative. All changes affecting public safety or public convenience, all design and specification changes, and all major changes (as defined in STATE's Construction Manual) shall be approved by STATE in advance of performing the work. Unless otherwise directed by STATE's representative, changes authorized as provided herein will not require an encroachment permit rider and all changes shall be shown on the "As-Built" plans.
12. AGENCY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through AGENCY's claims process. STATE's representative will be made available to AGENCY to provide advice and technical input in any claims defense process.
13. AGENCY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and CITY in a subsequent amendment to this Agreement.
14. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AGENCY in a timely manner regarding the effect of proposed and/or required PARK AND RIDE changes.
15. The party that discovers hazardous material (HM) will immediately notify the other party to this Agreement.

HM-1 is defined as hazardous material (including, but not limited to, hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PARK AND RIDE or not.

HM-2 is defined as hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PARK AND RIDE.

16. STATE, independent of PARK AND RIDE, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PARK AND RIDE schedule and will pay all costs for HM-1 management activities.

EXHIBIT "A"

17. AGENCY, independent of PARK AND RIDE, is responsible for any HM-1 found outside existing SHS right of way. AGENCY will undertake HM-1 management activities with minimum impact to PARK AND RIDE schedule and will pay all costs for HM-1 management activities.
18. If HM-2 is found within the limits of PARK AND RIDE, the public agency responsible for advertisement, award, and administration (AAA) of the PARK AND RIDE construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a PARK AND RIDE construction cost.
19. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
20. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
21. STATE, in exercising its authority under section 591 of the Vehicle Code, has included any and all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code to the PARK AND RIDE areas open to public traffic. AGENCY shall take all necessary precautions for safe operation of AGENCY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by AGENCY, and for the protection of the traveling public from injury and damage from such vehicles or equipment.
22. While STATE will retain title to LOT, upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed on STATE's LOT for PARK AND RIDE will automatically be vested in AGENCY and no further agreement will be necessary to transfer ownership of those facilities to AGENCY.
23. AGENCY's operation of PARK AND RIDE as a regional facility is to be utilized to reduce State Highway traffic congestion and is intended to be cost neutral to AGENCY. STATE shall allow AGENCY to establish a schedule of reasonable parking fees to be collected from users of the PARK AND RIDE for the purpose of recovering AGENCY's direct costs of operating and maintaining PARK AND RIDE. A preferential reduced fee (50% or less of the next lowest rate) shall be charged to those traditional carpool and other commuter users of the PARK AND RIDE arriving at the site on non-State Holiday Mondays through Fridays before 9:00 AM to meet the statutory purpose of Streets and Highway Code section 146.5 of encouraging traffic congestion reduction on the adjacent State Highway. In addition, AGENCY covenants not to, or allow others to, advertise or otherwise direct traffic to this PARK AND RIDE as a supplement to commercial municipal parking sites intended to support local business uses.
24. PARK AND RIDE shall achieve within the first two years (Years 1-2) of use an annual daily use of 20%. Years 3-4 usage shall be at least at 25%. Measurement by AGENCY shall occur annually during a one week period mutually agreed by STATE and AGENCY.
25. A parking fee plan shall be submitted to STATE for approval prior to operation of the facility. Plan must show anticipated cost of operating and maintaining facility. Operationally, a parking fee shall be collected on a daily basis and all parking spaces, with the exception of preferential carpool spaces, disabled spaces, and one space reserved for AGENCY personnel, shall be made available to the general public on first-

EXHIBIT "A"

come, first-served basis. The amount of the daily fees shall be identified in the parking fee plan, with the initial fees based upon AGENCY's best estimate of the annual direct costs of operating the PARK AND RIDE as required under the terms of this Agreement. The daily fee amounts shall be re-evaluated by AGENCY and STATE on the following schedule: twice in the first year, then on an annual basis and adjusted based on the actual documented uses and the direct costs of performing the activities associated with this Agreement.

26. AGENCY shall maintain a separate accounting for all parking fees collected at PARK AND RIDE. AGENCY shall provide an accounting report to STATE showing fees collected for the 1st 6 months, 2nd 6 months, then on an annual basis. Identify total fees collected and fees collected before 9am. This report shall include cost of operation and maintenance documentation for given period. Parking fees shall only be used to offset direct costs and expenses related to operation and maintenance of PARK AND RIDE. AGENCY agrees to maintain all receipts, invoices, pay stubs and any other applicable documentation relating to the direct cost of PARK AND RIDE operations for a period of three (3) years and to provide copies of said documentation to STATE when requested.
27. STATE and AGENCY shall mutually develop and approve a set of parking regulations for PARK AND RIDE which shall be enforceable pursuant to the California Vehicle Code by authorized personnel of any governmental body delegated by AGENCY with legal jurisdiction over the permitted PARK AND RIDE uses.
28. AGENCY shall provide and maintain all equipment and personnel required to collect the parking fees, including ticket machines and any associated protective housings, entry and exit gates (if required), regulatory signs, fencing, lighting, and electric and telephone connections. AGENCY shall also provide all energy and other utilities needed to operate the PARK AND RIDE.
29. Signs shall be placed on the State Highway by STATE and by AGENCY at the LOT and elsewhere on local property consistent with National standards for roadside information services and installations.
30. AGENCY shall provide appropriate "P&R" way finding signs on mainline to facility.
31. The telephone number of the Regional Ridesharing Office shall be prominently shown on the PARK AND RIDE identification signs that will credit STATE and AGENCY equally in providing the PARK AND RIDE.
32. The telephone number and the name of the agency responsible for maintenance of the PARK and RIDE shall be shown on signs located at the PARK AND RIDE.
33. STATE specifically reserves an unrestricted right of entry for the purpose of State Highway maintenance and inspecting all improvements, safety conditions and work located on the LOT areas covered by this Agreement to ensure the protection, maintenance, and operation of freeway structures, facilities, and appurtenances and conformance with the terms of this Agreement..
34. STATE shall attempt to operate and maintain its State Highway and adjacent facilities in such a manner as to not adversely affect or compromise the safety or operation of the PARK AND RIDE.
35. Any significant revision by AGENCY in the design, construction, or use of the PARK AND RIDE for which the LOT was made available must first receive prior review and

EXHIBIT "A"

approval by STATE via an Encroachment Permit Rider request process. All costs associated with this review work shall be borne by AGENCY.

36. STATE reserves the unlimited right to (A.) implement transverse crossings of its State Highways, including AGENCY's joint use area, and (B.) develop the airspace above the LOT joint use area in the future. AGENCY agrees that the granting of this joint use herein shall not preclude the future development by STATE of multiple use(s) of STATE's LOT and adjacent properties on which or near the PARK AND RIDE is located.
37. AGENCY consents and covenants to pay, unless otherwise required by law, all reasonably necessary costs associated with the future relocation of PARK AND RIDE to the extent that this PARK AND RIDE may interfere with future additions, extensions, enlargements or other modifications of STATE's facilities. In this context, "reasonably necessary" includes STATE having explored, at AGENCY's sole expense, all other reasonable alternatives for accommodating STATE's proposed expanded use(s) without requiring relocation of the PARK AND RIDE. Should there be an alternative to the relocation of the PARK AND RIDE facility acceptable to STATE, AGENCY may elect to fund any additional costs incurred by STATE to effectuate that alternative in lieu of AGENCY relocating the PARK AND RIDE. Such alternatives, if exercised, shall not abrogate AGENCY's continuing duties hereunder as respects future additions, extensions, or expansions of STATE's facilities as may be necessary in the future. STATE shall notify and make available to AGENCY all plans pertaining to the potential STATE modification of this AGENCY joint use area.
38. AGENCY shall have no right to enter AGENCY's joint use PARK AND RIDE areas from the State Highway except as expressly permitted by STATE, nor shall AGENCY have any right of entry from AGENCY's joint use areas to a State Highway except as specifically identified in Exhibit B.
39. In the event of an emergency occurring in the PARK AND RIDE area, the first entity at the site of the emergency will take any necessary measures to protect STATE facilities, the PARK AND RIDE, and the traveling public. If STATE is first at the site, STATE will notify AGENCY as soon as possible and if AGENCY is first at the site, AGENCY will notify STATE as soon as possible.
40. In those instances where AGENCY has acquired railroad right of way encumbered with easements for STATE's highway purposes and/or encumbered with construction and maintenance agreements for STATE's HIGHWAY-RIGHT-OF-WAY, nothing herein shall be construed as relieving either AGENCY or STATE from pre-existing rights and obligations established in those easements and/or agreements.
41. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development or design of State Highways and a PARK AND RIDE different from the standard of care imposed by law.
42. 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 AGENCY under or in connection with any work, authority or jurisdiction conferred upon AGENCY or arising under this Agreement. It is understood and agreed that AGENCY will 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

EXHIBIT "A"

condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AGENCY under this Agreement.

43. Neither AGENCY 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 or arising under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless AGENCY 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 or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
44. Prior to the commencement of any construction activity within the LOT or adjacent State Highway right of way, either STATE or AGENCY may terminate this Agreement by written notice to the other party.
45. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
46. This Agreement shall be effective upon the date of its execution by STATE, it being understood and agreed, however, that the execution of this Agreement shall not affect any pre-existing obligations of AGENCY to maintain other designated areas pursuant to prior written notice from the STATE that work in such areas, which AGENCY has agreed to maintain pursuant to the terms of another agreement, has been completed.

EXHIBIT "A"

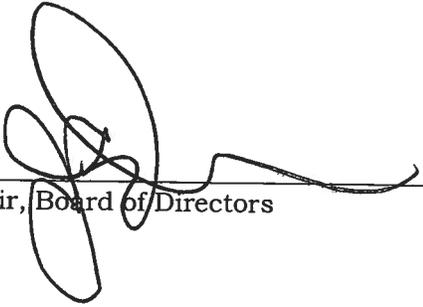
47. This Agreement shall terminate upon mutual agreement of AGENCY and STATE or satisfactory completion of all post-PARK AND RIDE construction obligations of AGENCY and the delivery of required PARK AND RIDE construction documents, with concurrence of STATE, or on December 31, 2011, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PARK AND RIDE be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

STATE OF CALIFORNIA
Department of Transportation

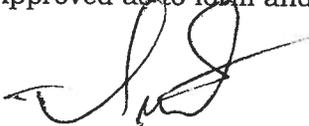
NAPA COUNTY TRANSPORTATION AND
PLANNING AGENCY

WILL KEMPTON
Director

By: 
Deputy District Director

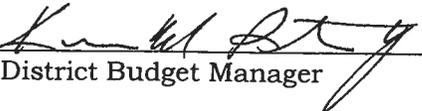
By: 
Chair, Board of Directors

Approved as to form and procedure:



Attorney
Department of Transportation

Certified as to budgeting of funds:



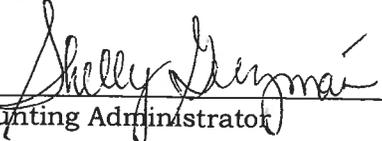
District Budget Manager

Approved as to form:



Attorney

Certified as to financial terms and
conditions:



Accounting Administrator

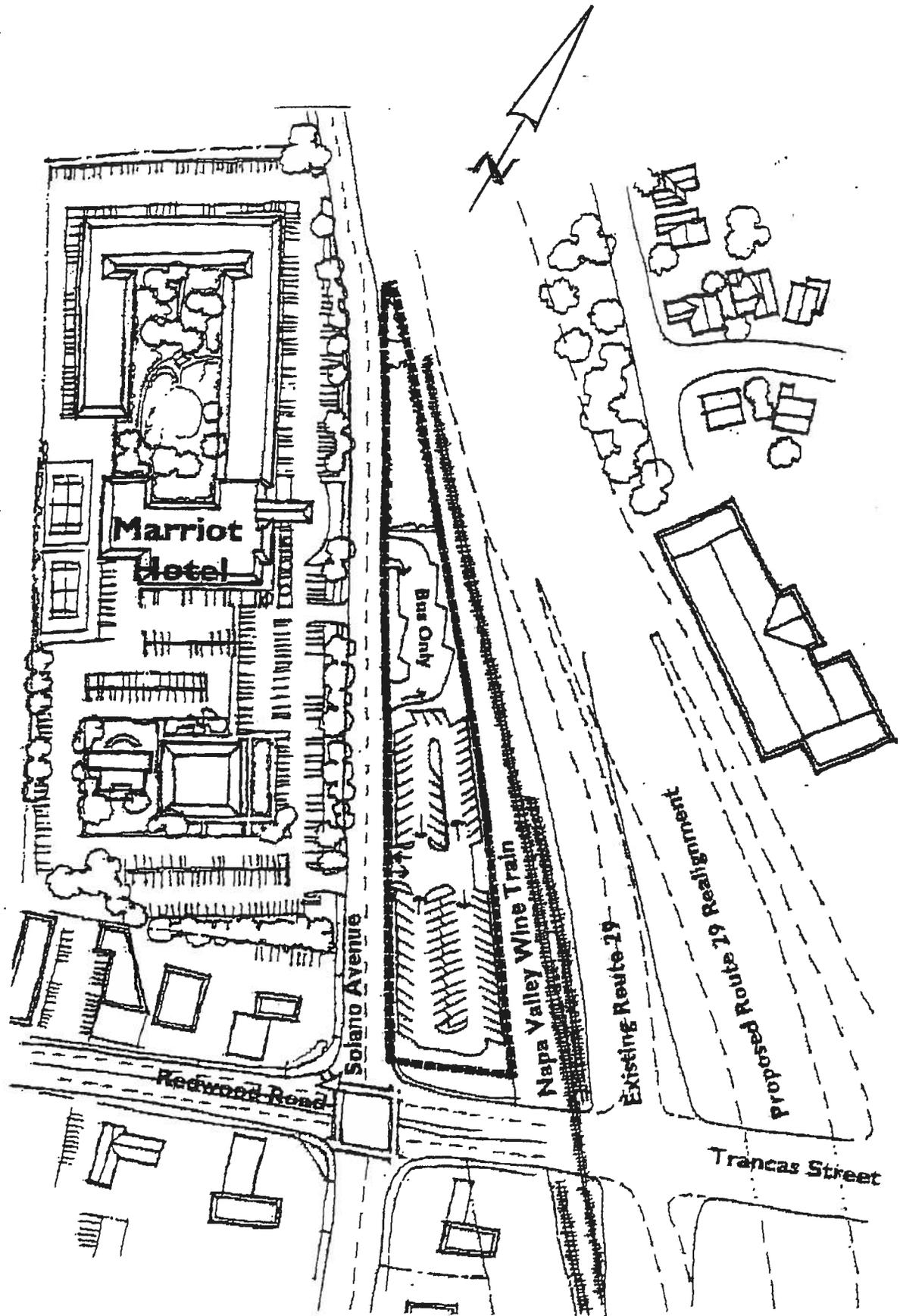
EXHIBIT "A"

EXHIBIT A
COST ESTIMATE

Item	CITY
PA&ED	\$120,000
PS&E	90,000
R/W Support	0
R/W Capital	0
Construction Capital	650,000
Construction Support	50,000
Total	\$910,000

EXHIBIT "A"

EXHIBIT B



**RESOLUTION NO. 08-26****A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY
ACCEPTING LEAD AGENCY STATUS FOR THE PARK AND RIDE LOT
AT TRANCAS STREET/STATE ROUTE 29 AND FINDING THE
CITY OF NAPA'S NEGATIVE DECLARATION FOR THE PROJECT ADEQUATE**

WHEREAS, the Napa County Transportation and Planning Agency (NCTPA) has agreed to accept Lead Agency status and responsibility from the City of Napa for the construction of a Park and Ride Lot at the intersection of Trancas Street and State Route 29 (Project) in the City of Napa; and

WHEREAS, NCTPA is entering into a Cooperative Joint Permitted Use and Maintenance Agreement with the California Department of Transportation to allow construction of the Project; and

WHEREAS, the City of Napa, by Resolution R2001 221, adopted a Negative Declaration which analyzed the Project under the provisions of the California Environmental Quality Act (CEQA), and copies of said Negative Declaration are available for inspection at the offices of NCTPA located at 707 Randolph Street, Suite 100, Napa, CA ; and

WHEREAS, NCTPA has reviewed the Negative Declaration and finds the Negative Declaration adequately analyzes the Project and none of the conditions under CEQA Guideline Section 15162 exist requiring further environmental analysis; and

WHEREAS, CEQA Section 15051 (d) allows lead agencies to transfer lead agency status to another entity; and

NOW, THEREFORE, BE IT RESOLVED that the Napa County Transportation and Planning Agency does hereby find the Negative Declaration previously prepared for the Project is adequate, agrees to implement the called for mitigation measures, and accepts Lead Agency status for Project.

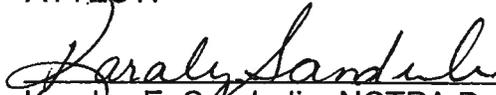
Passed and Adopted the 17TH day of September 2008.



Jim Krider, NCTPA Chair

Ayes: **GARCIA, DUNSFORD, GINGLES,
KRIDER, TECHEL, DODD, DILLON,
BRITTON, ROSA, SAUCERMAN**

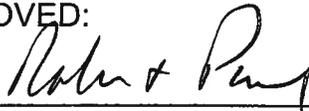
ATTEST:



Karalyn E. Sanderlin, NCTPA Board Secretary

Noes: **NONE**

APPROVED:



Robert Paul, NCTPA Legal Counsel

Absent: **COFFEY, POTTER**