

**STATE HIGHWAY
RELINQUISHMENT AGREEMENT NO. 8675**

This AGREEMENT, executed effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and Napa County, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. CALTRANS and COUNTY, pursuant to California Streets and Highways Code Section 73, are authorized to enter into a cooperative agreement in order to relinquish to COUNTY a portion of a State Highway within COUNTY's jurisdiction.
2. CALTRANS intends to relinquish to COUNTY that portion of State Route 29 to be used for construction of a 3-legged roundabout at the intersection of Devlin Road and Soscol Ferry Road just south of State Route 29 in Napa County 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. COUNTY 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 COUNTY agree that RELINQUISHED FACILITIES are currently in a state of good repair.
4. CALTRANS and COUNTY 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

COUNTY AGREES:

1. Execution of this AGREEMENT constitutes COUNTY's acknowledgment of CALTRANS' fulfillment of its obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code Section 73.
2. 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. By executing this Agreement, CALTRANS hereby certifies its current obligations do not include any payments, judgments, claims or pending litigation involving personal injury or property damage, or any outstanding claims for payment for design or construction of the RELINQUISHED FACILITIES, and that any such obligations are expressly excluded from the scope of this Paragraph.
3. 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 for relinquishment 56159 dated December 28, 2023, COUNTY has received and reviewed a copy of the above-referenced Environmental Disclosure Memo. It is understood that within one year prior of the CTC date of approval of the resolution of relinquishment, CALTRANS will conduct a review of the above-referenced Environmental Disclosure Memo and if it determines that there is substantive or potentially substantive adverse change to the environment that did not exist at the time of the above-referenced Environmental Disclosure Memo, CALTRANS shall immediately notify COUNTY of said changes. If no substantive or potentially substantive adverse change to the environment is found to exist, acceptance of the relinquishment in its current environmental condition shall remain in effect. Copies of the above-referenced Environmental Disclosure Memo and any updates are available at the district environmental office. 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 submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
3. Upon COUNTY's specific request, to transfer to Napa County Public Works 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, and allocation of funds by the California Transportation Commission (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. COUNTY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS' facilities retained in those RELINQUISHED FACILITIES.
4. COUNTY 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 December 28, 2023, 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 COUNTY 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 Environmental Disclosure Memo, dated December 28, 2023, 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 COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, 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 COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
7. 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 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 COUNTY 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.
8. 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.
9. 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.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

COUNTY

Project Manager: Juan Aris, Deputy Director of Public Works – Napa County

Phone Number: (707) 259-8374

E-mail: juan.arias@countyofnapa.org

Billing Address: 1195 Third Street, Room 101
Napa, CA 94559

CALTRANS

Project Manager: Daniel Y. Chang, Project Manager

Phone Number: (510) 421-9744

E-mail: daniel.y.chang@dot.ca.gov

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. 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

APPROVED AS TO FORM
& PROCEDURE:

By: _____
Wajahat Nyaz
Deputy District Director, Design
Transportation

By: _____
Attorney
Department of

VERIFIED OF FUNDS & AUTHORITY:

CERTIFIED AS TO FINANCIAL TERMS
& POLICIES:

By: _____
Jeffrey Kuehnel
District Budget Manager

By: _____
Nadine Karavan
HQ Accounting Supervisor

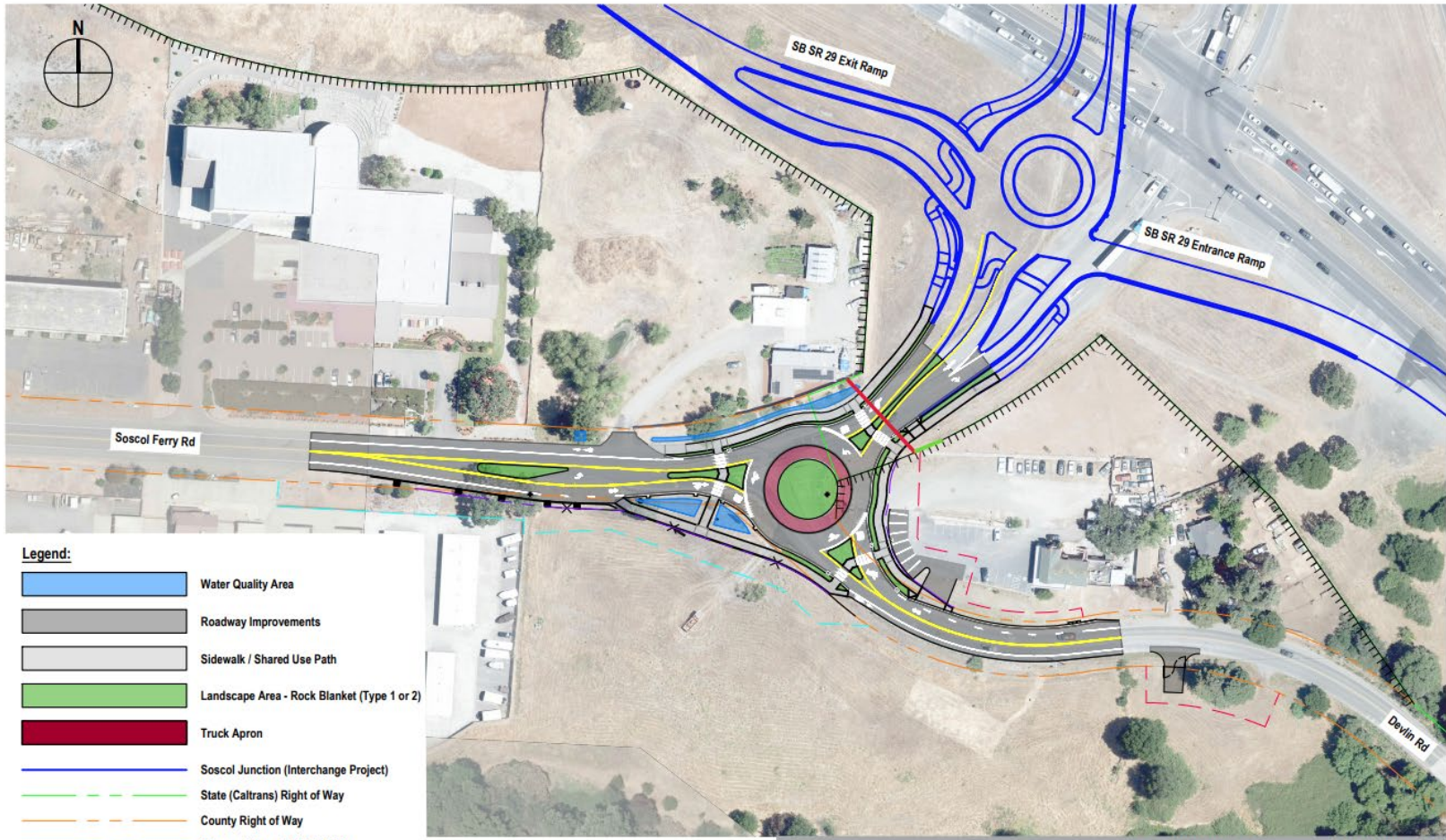
NAPA COUNTY

By: _____
Joelle Gallagher, Chair
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>March 22, 2024</u> PL Doc. No. 99739</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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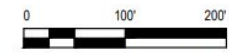
04-NAP-221-0.0
EA 4W940
Project ID 0422000215
Agreement 04-2941

EXHIBIT A – Relinquishment Map



Legend:

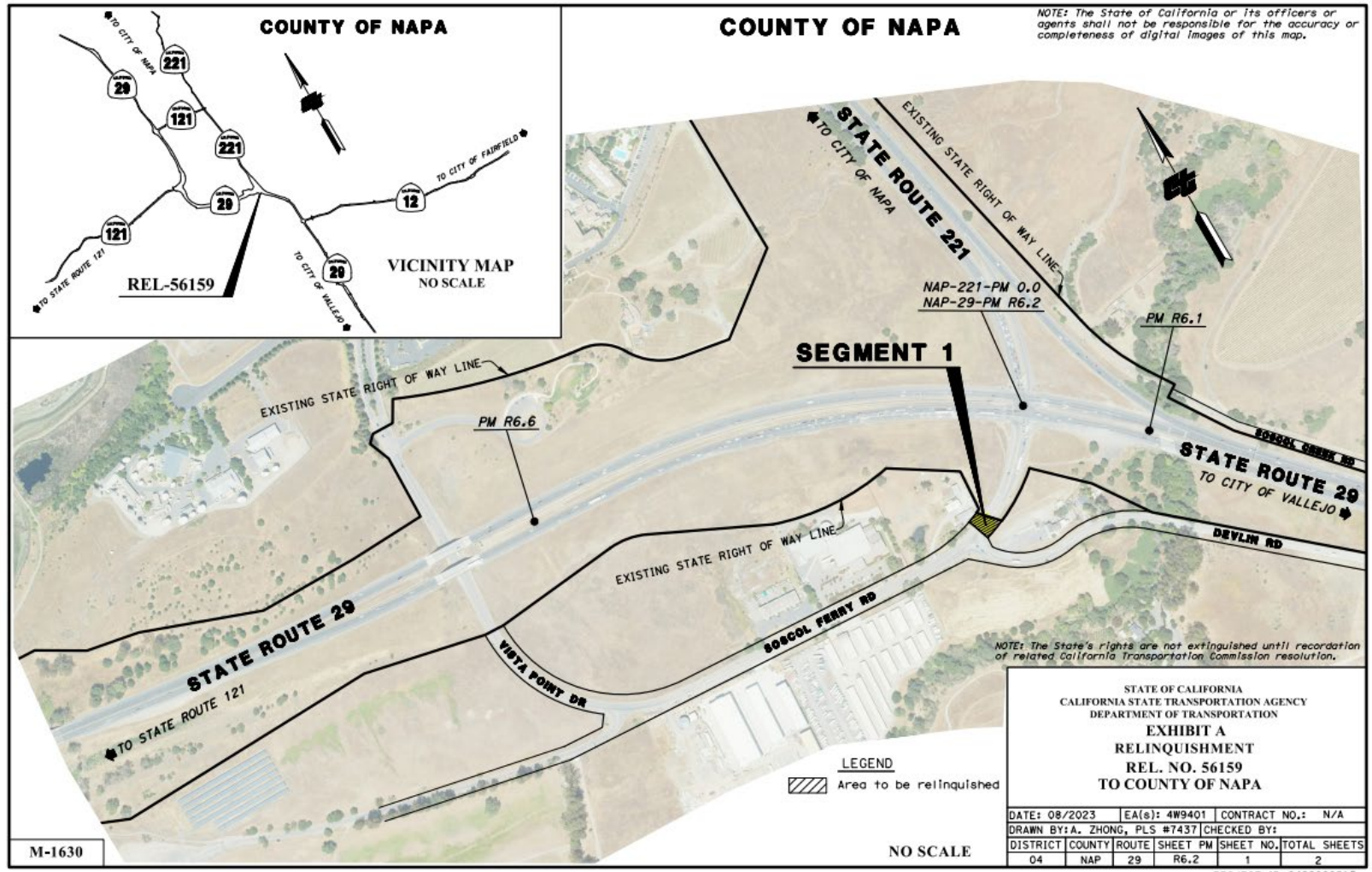
- Water Quality Area
- Roadway Improvements
- Sidewalk / Shared Use Path
- Landscape Area - Rock Blanket (Type 1 or 2)
- Truck Apron
- Soscol Junction (Interchange Project)
- State (Caltrans) Right of Way
- County Right of Way
- Proposed County Right of Way
- Proposed County Slope Easement
- Proposed Temporary Construction Easement
- Existing Access Control



Napa County Public Works
 Soscol Ferry Rd/Devlin Rd Roundabout
CONCEPTUAL EXHIBIT

Project No. 11222323
 Report No.
 Date 12/5/2022

Filename: R:\GIS\Roads\Proj\04\11222323\Digital_Design\CAD\2020\04_30\112223230208.dwg
 Plot Date: 5 December 2022 - 8:31 AM



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EA 4W940
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