

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY
AND
CITY OF CALISTOGA
NCTPA NO. 15-11**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "Agreement") is made and entered into this 17th day of **June, 2015**, by and between the Napa County Transportation and Planning Agency a Joint Powers Agency under the laws of the State of California (hereinafter referred to as "NCTPA") and the City of Calistoga (hereinafter referred to as "CITY") and collectively referred to as the "Parties".

RECITALS

WHEREAS, NCTPA through a prior agreement with the City has been providing transportation services known as the Calistoga Shuttle for residents of the City of Calistoga, California:

TERMS

NOW, THEREFORE, the parties do hereby agree as follows:

1. Responsibilities' of the Parties.

- a. The CITY shall pay \$833.33 monthly toward the operation of the Calistoga Shuttle;
- b. NCTPA shall manage and operate the Calistoga Shuttle to serve the general public of the City of Calistoga by providing no less than 2,400 in-service annual service hours on days and hours most responsive to public benefit and demand.

2. Term of MOU. This Agreement will become effective upon signatures of both parties and shall **terminate** on **June 30, 2018**, unless amended, extended, or terminated pursuant to the terms of this Agreement.

3. Indemnity. Each party hereto shall indemnify, defend and hold harmless the elected or appointed governing body, the agents, representatives, and employees of the other party hereto, from liability or claims of liability for damages to persons or property arising out of, or resulting from, any act or omission of the parties in the performance or failure to perform any action or activity contemplated, necessary, or authorized under this Agreement.

4. **Termination.** This Agreement may be terminated as follows:
 - a. By mutual agreement of the NCTPA and CITY upon such terms and conditions as may be agreed upon.
 - b. By either party at any time without cause by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.
 - c. If the Agreement is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements and will comply with all such arrangements.

5. **Entire MOU.** This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

6. **Applicable Law.** The laws of the United States and the State of California will govern this Agreement.

7. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by the Parties.

IN WITNESS WHEREOF, NCTPA and CITY have executed this Agreement on the 17th day of June, 2015.

“NCTPA”

“CITY”

By: _____
 JOHN F. DUNBAR, NCTPA Board Chair
 Napa County Transportation and
 Planning Agency

By: _____
 RICHARD D. SPITLER, City Manager
 City of Calistoga

ATTEST:

By: _____
 KARALYN E. SANDERLIN
 NCTPA Board Secretary

By: _____

APPROVED AS TO FORM:

By: Thomas S. Capriola (on behalf of)
 Janice Killion, NCTPA Counsel

By: _____