



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Addrell Coleman, Associate Planner
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SUBJECT: Resolution No. 25-13 Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2025-26 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 25-13 (Attachment 1) authorizing the Executive Director to execute a Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for Fiscal Year (FY) 2025-26 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the amount of \$74,000.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The agency annually applies for Planning, Programming and Monitoring (PPM) funds granted by the California Transportation Commission (CTC). NVTA will use the PPM STIP funds to meet local requirements for program planning, programming, and monitoring of STIP projects in Napa County.

FISCAL IMPACT

NVTA will receive \$74,000 in PPM funds in reimbursable expenses monitoring STIP projects.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

Each year, PPM funding is provided by the CTC to county transportation planning agencies to assist with the cost to prepare the county STIP program, to perform oversight of projects receiving STIP funding, and to perform project development support activities for STIP projects. A Resolution committing to meeting Caltrans' terms is required to execute the funding agreement.

ALTERNATIVES

The Board may choose to forego the funding, in which case, the agency would need to use general funds to support oversight of STIP projects.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The use of PPM funds to oversee STIP projects minimizes the use of other funds and ensures that projects are delivered expeditiously.

ATTACHMENT(S)

- (1) Resolution No. 25-13
- (2) STIP PPM Program Fund Transfer Agreement

RESOLUTION No. 25-13

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE FUND TRANSFER
AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION (CALTRANS) FOR FY 2025-26 STATE TRANSPORTATION
IMPROVEMENT PROGRAM (STIP) PLANNING,
PROGRAMMING AND MONITORING (PPM) PROGRAM**

WHEREAS, the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) Program; and

WHEREAS, NVTA is eligible to receive to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation in the amount of \$74,000 for FY 2025-26 PPM25L-6510(011); and

WHEREAS, NVTA will use these funds to meet the local requirements for program planning, programming, and monitoring STIP projects in Napa County; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the NVTA wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with California Department of Transportation; and

WHEREAS, Caltrans has requested the NVTA to execute fund transfer agreements in order to receive the STIP funds:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Napa Valley Transportation Authority that the Executive Director, Danielle Schmitz, is authorized to execute fund transfer agreements and any amendments thereto with Caltrans to receive FY 2025-26 funds for STIP Planning, Programming and Monitoring Program;

BE IT FURTHER RESOLVED that NVTA agrees to comply with all terms and conditions of the fund transfer agreement.

Passed and adopted this 15th day of October, 2025.

Mark Joseph, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura M. Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

Project Number: PPM26L-6510(012)
Agreement Number: PPM26L-6510(012)

Location: 04-NAP-0-NVTA
AMS Adv ID:0425000386
PPNO: 1003E

THIS AGREEMENT, effective on July 1, 2025 is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and Napa Valley Transportation Authority, a local public agency, hereinafter referred to as ADMINISTERING AGENCY.

WHEREAS the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM), and

WHEREAS PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents, hereinafter referred to as PPM PROJECT, and

WHEREAS the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code:

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. As authorized by Section 14527(h) of the Government Code to release to the ADMINISTERING AGENCY for its PPM PROJECT in an amount not to exceed \$74,000.00 from monies appropriated for the PPM Program as follows:

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer



| Date 09/23/2025

| \$74,000.00

2. To pay the ADMINISTERING AGENCY a single lump sum payment upon final execution of this AGREEMENT and the receipt of an original and two copies of a signed initial invoice in the proper form from ADMINISTERING AGENCY in the amount shown in Section 1, Article (1) as promptly as state fiscal procedures will permit.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY pursuant to the provisions of State and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To use all state funds paid hereunder only for eligible PPM specific work activities as defined in Attachment A to this AGREEMENT.

2. To use all state funds paid hereunder only for those transportation purposes that conform to Article XIX of the California State Constitution.

3. To prepare and submit to STATE an original and two copies of signed invoice for payment.

4. To prepare a Final Project Expenditure Report including a final invoice reporting actual costs expended in accordance with Attachment A and submit that Report and invoice no later than 60 days following the completion of expenditures. These allocated PPM funds are available for expenditure until June 30, 2028. The Final Report of Expenditures must state that the PPM funds were used in conformance with Article XIX of the California State Constitution and for PPM purposes as defined in this Agreement. Three copies of this report shall be submitted to STATE.

5. COST PRINCIPLES

A) To comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC. The implementation of the Supercircular will cancel 49 CFR, Part 18.

6. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

7. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

8. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY'S contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

9. TRAVEL AND SUBSISTENCE

Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Administering Agency is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this AGREEMENT are subject to the availability of the state funds.
2. Eligible expenditures under this AGREEMENT shall be from the effective date of allocation to June 30, 2028.
3. In the event that ADMINISTERING AGENCY fails to implement or complete the PPM program commenced under this Agreement, fails to perform any of the obligations created by this agreement or fails to comply with applicable State laws and regulations, STATE reserves the right to terminate funding for the PPM program or portions thereof, upon written notice to ADMINISTERING AGENCY. An audit may be performed as provided in Section II, Article (8) of this agreement.
4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.
5. As a condition of acceptance of the State funds provided for under this Agreement, ADMINISTERING AGENCY will abide by all State policies and procedures pertaining to the PPM Program.
6. This Agreement shall terminate on December 31, 2028.

STATE OF CALIFORNIA
Department of Transportation

Napa Valley Transportation Authority

By: _____
Office of Project Management Oversight
Division of Local Assistance
Date: _____

By: _____
Title: _____
Date: _____
Attest: _____
Title: _____

Attachment to PPM Agreement Letter

The agency shall prepare a PPM plan, which will become a part of the Fund Transfer Agreement, titled Attachment A.

This plan is a one or two page summary outline of the major activities and, where appropriate, sub activities that will be accomplished with the current year PPM fund allocation. The plan shall outline the specific activities the Agency plans to implement. Indicate the approximate time period and cost for each major activity.

Funds may be moved between the elements. It is expected that work will be accomplished for each element and any revisions will be discussed in the Final Report of Expenditures.

Indicate if this is a single or multi-year plan for this specific allocation and the anticipated date of completion of all expenditures.

Fund allocations for future years should not be requested until this plan's expenditures are near completion.

Expenditures must be completed no later than two years after the fiscal year of allocation.

A Final Report of Expenditures is required within 60 days of completion of expenditures. Current or future allocations may be terminated if this report is not prepared in a timely manner. Unexpended funds shall be returned to the State.

A very simple plan is illustrated below. Details of a plan should be consistent with the activities proposed and funding received.

Attachment A

XYZ RTPA

STIP Planning, Programming and Monitoring Activities Plan (FY 2009/2010)

Activity	Time Period	Cost(\$1,000)
A. Prepare/Review Project Study Reports	9/02-4/03	\$10
B. RTIP Amendment Project Review/Programming	2/02-5/03	\$5
C. STIP Amendment Processing/CTC Coordination	5/02-6/02	\$5
D. Monitoring Implementation	9/02-6/03	\$10
Total		\$30

Anticipated Completion date 6/30/13

rev 08/13/2012