

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, October 15, 2025
1:00 PM

JoAnn Busenbark Board Room

NVTA Board of Directors

All materials relating to an agenda item for an open session of a regular meeting of the NVTA Board of Directors are posted on the NVTA website at: <https://nctpa.legistar.com/Calendar.aspx>

This meeting will be conducted as an in-person meeting at the location noted above. Remote teleconference access is provided for the public's convenience and in the event a Board Member requests remote participation due to just cause or emergency circumstances pursuant to Government Code section 54953(f). Please be advised that if a Board Member is not participating in the meeting remotely, remote participation for members of the public is provided for convenience only and in the event that the Zoom teleconference connection malfunctions for any reason, the Board of Directors reserves the right to conduct the meeting without remote access and take action on any agenda item.

The public may participate telephonically or electronically via the methods below:

- 1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to <https://zoom.us/join> and enter meeting ID 864 1754 4351
- 2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 864 1754 4351 If asked for the participant ID or code, press #.
- 3) Watch live on YouTube: <https://www.youtube.com/channel/UCrpiLcW9uRmA0EE6w-eKZyw?app=desktop>

The agenda will be posted 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVTA Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVTA holidays. Should the office be closed or staff is working remotely due to a declared emergency, you may email info@nvta.ca.gov to request a copy of the agenda.

Public records related to an agenda item that are distributed less than 72 hours before this meeting are

available for public inspection during normal business hours at the NVTa office at 625 Burnell Street, Napa, CA 94559 and will be made available to the public on the NVTa website at nvta.ca.gov. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Members of the public may comment on matters within the subject matter of the Board's jurisdiction, that are not on the meeting agenda during the general Public Comment item at the beginning of the meeting. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

Members of the public may submit a public comment in writing by emailing info@nvta.ca.gov by 10:00 a.m. on the day of the meeting with PUBLIC COMMENT as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed to info@nvta.ca.gov after 10 a.m. the day of the meeting will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

1. To comment while attending via Zoom, click the "Raise Your Hand" button (click on the "Participants" tab) to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Instructions for how to "Raise Your Hand" are available at <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.

2. To comment by phone, press "*9" to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself by pressing "*6" when it is your turn to make your comment, for up to 3 minutes. After the allotted time, you will be re-muted.

The methods of observing, listening, or providing public comment to the meeting may be altered due to technical difficulties or the meeting may be cancelled, if needed.

Note: Where times are indicated for agenda items, they are approximate and intended as estimates only, and may be shorter or longer as needed.

Information on obtaining the agenda in an alternate format is noted below:

Americans with Disabilities Act (ADA): This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Laura Sanderlin, NVTa Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

Acceso y el Titulo VI: La NVTa puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al número (707) 259-8633. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Ang Accessibility at Title VI: Ang NVTa ay nagkakaloob ng mga serbisyo/akomodasyon kung hilingin ang mga ito, ng mga taong may kapansanan at mga indibiduwal na may limitadong kaalaman sa wikang Ingles, na nais na matugunan ang mga bagay-bagay na may kinalaman sa NVTa-TA Board. Para sa mga tulong sa akomodasyon o pagsasalin-wika, mangyari lang tumawag sa (707) 259-8633. Kakailanganin namin ng paunang abiso na tatlong araw na may pasok sa trabaho para matugunan ang inyong kahilingan.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
7. Executive Director's Update
8. Caltrans' Update

Note: Where times are indicated for the agenda items, they are approximate and intended as estimates only and may be shorter or longer as needed.

9. PRESENTATIONS

9.1 Michelin Mobility Intelligence

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board of Directors receive the final report for the Data Safety Study.

Estimated Time: 1:15 p.m.

10. CONSENT AGENDA ITEMS

10.1 Meeting Minutes of September 17, 2025 (Laura Sanderlin) (Pages 10-14)

Recommendation: Board action will approve the minutes of the September 17th regular meeting.

Estimated Time: 1:35 p.m.

Attachments: [Draft Minutes](#)

**10.2 Paratransit Coordinating Council (PCC) Member Appointments
(Kathy Alexander) (Pages 15-24)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Anne Payne and Genji Schmeder to the Paratransit Coordinating Council (PCC), each for a three (3) year term.

Estimated Time: 1:35 p.m.

Attachments: [Staff Report](#)

10.3 Federal and State Legislative Update (Danielle Schmitz) (Pages 25-47)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update, State Legislative Update, and the updated Bill Matrix.

Estimated Time: 1:35 p.m.

Attachments: [Staff Report](#)

**10.4 Contract No. 25-C35 with CFM Advocates for Federal Legislative
Advocacy Services (Antonio Onorato) (Pages 48-65)**

Recommendation: That the Napa Valley Transportation Authority Board approve Agreement No. 25-C35 and authorize the Executive Director to enter into a 5-year agreement, three (3) base years with two (2) one (1) year extension options, with CFM Advocates for federal legislative advocacy services in an amount not to exceed \$425,000.

Estimated Time: 1:35 p.m.

Attachments: [Staff Report](#)

**10.5 Electric Vehicle (EV) Fleet Program Terms and Conditions
Contract with Pacific Gas and Electric (Rebecca Schenck) (Pages
66-89)**

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board authorize the Executive Director to execute and allow for minor modifications to the Electric Vehicle Deployment Commitment and Electric Vehicle Fleet Program Terms and Conditions.

Estimated Time: 1:35 p.m.

Attachments: [Staff Report](#)

**10.6 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
(Addrell Coleman) (Pages 90-98)**

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board approve Resolution No. 25-13 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.

Estimated Time: 1:35 p.m.

Attachments: [Staff Report](#)

**10.7 Resolution No. 25-14 Redwood Park & Ride Improvements
Project Pre-Approval and Authorization to Program Senate Bill 1
(SB 1) Local Partnership Program (LPP) Funds as Matching
Funds (Addrell Coleman) (Pages 99-104)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve:

- 1) Resolution No. 25-14 Pre-approving the Redwood Park and Ride Improvements Project; and
- 2) Authorizing the agency to program Senate Bill 1 (SB 1) Local Partnership Program (LPP) formulaic funds from the 2022 Program (Cycle 4) as matching funds for project construction.

Estimated Time: 1:35 p.m.

Attachments: [Staff Report](#)

**10.8 Purchase Order 25-P5109 and Sole Source Authorization for
Automated Restroom for Redwood Park & Ride Project (Grant
Bailey) (Pages 105-118)**

Recommendation: That the NVTA Board authorize the Executive Director to execute a purchase order to Exeloo Corp. in the amount not to exceed \$362,000 for one Jupiter Platinum Triple Toilet for installation at the Redwood Park & Ride and approve a sole source finding.

Estimated Time: 1:35 p.m.

Attachments: [Staff Report](#)

11. REGULAR AGENDA ITEMS

**11.1 Draft Community Based Transportation Plan (CBTP) Public
Review Period (Libby Payan) (Pages 119-122)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) approve the release of the Draft CBTP for an approximate 30 day public review period.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

11.2 Accessible Transportation Needs Assessment (ATNA) and Mobility Manager Update (Diana Meehan) (Pages 123-126)

Recommendation: Information only

Estimated Time: 2:15 p.m.

Attachments: [Staff Report](#)

11.3 Vine Transit Youth Fare (Rebecca Schenck) (Pages 127-132)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive a report on Transit Youth Fares.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

11.4 Joint Powers Agreement (JPA) Board Governance Structure (Danielle Schmitz) (Pages 133-166)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board review, discuss and provide direction to staff on possibly amending the Joint Powers Agreement.

Estimated Time: 2:45 p.m.

Attachments: [Staff Report](#)

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

13.1 The next Regular Meeting is November 19, 2025.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, October 10th.



Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

AB 32	Global Warming Solutions Act	FAS	Federal Aid Secondary
ABAG	Association of Bay Area Governments	FAST	Fixing America's Surface Transportation Act
ACFR	Annual Comprehensive Financial Report	FHWA	Federal Highway Administration
ADA	American with Disabilities Act	FTA	Federal Transit Administration
APA	American Planning Association	FY	Fiscal Year
ATAC	Active Transportation Advisory Committee	GHG	Greenhouse Gas
ATP	Active Transportation Program	GGRF	Greenhouse Gas Reduction Fund
BAAQMD	Bay Area Air Quality Management District	GTFS	General Transit Feed Specification
BAB	Build America Bureau	HBP	Highway Bridge Program
BART	Bay Area Rapid Transit District	HBRR	Highway Bridge Replacement and Rehabilitation Program
BATA	Bay Area Toll Authority	HIP	Housing Incentive Program
BIL	Bipartisan Infrastructure Law (IIJA)	HOT	High Occupancy Toll
BRT	Bus Rapid Transit	HOV	High Occupancy Vehicle
CAC	Citizen Advisory Committee	HR3	High Risk Rural Roads
CAP	Climate Action Plan	HSIP	Highway Safety Improvement Program
CAPTI	Climate Action Plan for Transportation Infrastructure	HTF	Highway Trust Fund
Caltrans	California Department of Transportation	HUTA	Highway Users Tax Account
CASA	Committee to House the Bay Area	HVIP	Hybrid & Zero-Emission Truck and Bus Voucher Incentive Program
CBTP	Community Based Transportation Plan	IFB	Invitation for Bid
CEQA	California Environmental Quality Act	ITIP	State Interregional Transportation Improvement Program
CIP	Capital Investment Program	ITOC	Independent Taxpayer Oversight Committee
CMA	Congestion Management Agency	IS/MND	Initial Study/Mitigated Negative Declaration
CMAQ	Congestion Mitigation and Air Quality Improvement Program	JARC	Job Access and Reverse Commute
CMP	Congestion Management Program	LCTOP	Low Carbon Transit Operations Program
CalSTA	California State Transportation Agency	LIFT	Low-Income Flexible Transportation
CTA	California Transit Association	LOS	Level of Service
CTP	Countywide Transportation Plan	LS&R	Local Streets & Roads
CTC	California Transportation Commission	LTF	Local Transportation Fund
CY	Calendar Year	MaaS	Mobility as a Service
DAA	Design Alternative Analyst	MAP 21	Moving Ahead for Progress in the 21 st Century Act
DBB	Design-Bid-Build	MPO	Metropolitan Planning Organization
DBE	Disadvantaged Business Enterprise	MTC	Metropolitan Transportation Commission
DBF	Design-Build-Finance	MTS	Metropolitan Transportation System
DBFOM	Design-Build-Finance-Operate-Maintain	ND	Negative Declaration
DED	Draft Environmental Document	NEPA	National Environmental Policy Act
EIR	Environmental Impact Report	NOAH	Natural Occurring Affordable Housing
EJ	Environmental Justice	NOC	Notice of Completion
EPC	Equity Priority Communities	NOD	Notice of Determination
ETID	Electronic Transit Information Displays		

Glossary of Acronyms

NOP	Notice of Preparation	SHA	State Highway Account
NVTA	Napa Valley Transportation Authority	SHOPP	State Highway Operation and Protection Program
NVTA-TA	Napa Valley Transportation Authority-Tax Agency	SNTDM	Solano Napa Travel Demand Model
OBAG	One Bay Area Grant	SR	State Route
PA&ED	Project Approval Environmental Document	SRTS	Safe Routes to School
P3 or PPP	Public-Private Partnership	SOV	Single-Occupant Vehicle
PCC	Paratransit Coordination Council	STA	State Transit Assistance
PCI	Pavement Condition Index	STIC	Small Transit Intensive Cities
PCA	Priority Conservation Area	STIP	State Transportation Improvement Program
PDA	Priority Development Areas	STP	Surface Transportation Program
PID	Project Initiation Document	TAC	Technical Advisory Committee
PIR	Project Initiation Report	TCM	Transportation Control Measure
PMS	Pavement Management System	TCRP	Traffic Congestion Relief Program
Prop. 42	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes	TDA	Transportation Development Act
PSE	Plans, Specifications and Estimates	TDM	Transportation Demand Management Transportation Demand Model
PSR	Project Study Report	TE	Transportation Enhancement
PTA	Public Transportation Account	TEA	Transportation Enhancement Activities
RACC	Regional Agency Coordinating Committee	TEA 21	Transportation Equity Act for the 21 st Century
RAISE	Rebuilding American Infrastructure with Sustainability and Equity	TFCA	Transportation Fund for Clean Air
RFP	Request for Proposal	TIP	Transportation Improvement Program
RFQ	Request for Qualifications	TIFIA	Transportation Infrastructure Finance and Innovation Act
RHNA	Regional Housing Needs Allocation	TIRCP	Transit and Intercity Rail Capital Program
RM 2	Regional Measure 2 Bridge Toll	TLC	Transportation for Livable Communities
RM 3	Regional Measure 3 Bridge Toll	TLU	Transportation and Land Use
RMRP	Road Maintenance and Rehabilitation Program	TMP	Traffic Management Plan
ROW (R/W)	Right of Way	TMS	Transportation Management System
RTEP	Regional Transit Expansion Program	TNC	Transportation Network Companies
RTIP	Regional Transportation Improvement Program	TOAH	Transit Oriented Affordable Housing
RTP	Regional Transportation Plan	TOC	Transit Oriented Communities
SAFE	Service Authority for Freeways and Expressways	TOD	Transit-Oriented Development
SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users	TOS	Transportation Operations Systems
SB 375	Sustainable Communities and Climate Protection Act 2008	TPA	Transit Priority Area
SB 1	The Road Repair and Accountability Act of 2017	TPI	Transit Performance Initiative
SCS	Sustainable Community Strategy	TPP	Transit Priority Project Areas
		VHD	Vehicle Hours of Delay
		VMT	Vehicle Miles Traveled

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVTB Board of Directors

Wednesday, September 17, 2025

1:00 PM

JoAnn Busenbark Board Room

1. Call to Order

Chair Joseph called the meeting to order at 1:05pm.

2. Board Member Remote Participation

None

3. Roll Call

Present: 11 - Scott Sedgley
Kevin Eisenberg
Robin McKee
Michelle Deasy
Bernie Narvaez
Liz Alessio
Paul Dohring
Margie Mohler
Mark Joseph
Belia Ramos
Brando Cruz

Non-Voting: 1 - Devereaux Smith

Absent: 1 - Donald Williams

4. Adoption of the Agenda

Motion MOVED by MCKEE, SECONDED by DOHRING to APPROVE Item 4. Adoption of the Agenda. Motion passed unanimously.

Aye: 23 - Sedgley, Eisenberg, McKee, Deasy, Narvaez, Alessio, Mohler, Joseph, Dohring, Ramos, and Cruz

Absent: 1 - Williams

5. Public Comment

None

6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update

Chair Joseph reported on direction given to staff for creating a more efficient agenda.
Director Smith requested updates on the Accessible Transportation Needs Assessment and status of appointing a mobility manager.

Director Eisenberg reported a pleasant experience in riding Vine Transit to the Board meeting.

Director Ramos reported recent MTC and ABAG activities.

7. Executive Director's Update

Executive Director Schmitz reported:

- Staffing updates
- Both improvement projects under the One Bay Area Grant have received notice to proceed.
- September is Transit Month
- Electric bus naming contest
- Legislative update for status of Senate Bill 697, Assembly Bill 1207 and Senate Bill 840.

8. Caltrans' Update

Amani Meligy, Caltrans provided project update.

Director Mohler reported concerns of Highway 29 signage in poor condition. Meligy confirmed there is a program for signage replacements and improvements; and will bring HWY 29 signage updates to the next meeting.

Note: Where times are indicated for the agenda items, they are approximate and intended as estimates only and may be shorter or longer as needed.

9. PRESENTATIONS

9.1 NVTa Project Update (Grant Bailey)

Bailey presented overview of the project status for SR29/12/Airport Interchange.

10. CONSENT AGENDA ITEMS

Motion MOVED by DOHRING, SECONDED by NARVAEZ to APPROVE Consent Agenda Items 10.1-10.15. Motion passed unanimously.

Aye: 23 - Sedgley, Eisenberg, McKee, Deasy, Narvaez, Alessio, Mohler, Joseph, Dohring, Ramos, and Cruz

Absent: 1 - Williams

10.1 Meeting Minutes of July 16, 2025 (Laura Sanderlin) (Pages 12-15)

Attachments: [Draft Minutes](#)

10.2 Community Advisory Committee (CAC) Member Appointment (Laura Sanderlin) (Pages 13-15)

Attachments: [Staff Report](#)

10.3 Paratransit Coordinating Council (PCC) Member Appointment (Kathy Alexander) (Pages 16-18)

Attachments: [Staff Report](#)

10.4 Active Transportation Advisory Committee (ATAC) Member Appointment (Kathy

Alexander) (Pages 19-28)

Attachments: [Staff Report](#)

- 10.5** Napa Valley Vine Trail Coalition (NVVTC) Board of Directors Appointment (Diana Meehan) (Pages 29-30)

Attachments: [Staff Report](#)

- 10.6** Resolution 25-11 Correction to Administrative Record (Laura Sanderlin) (Pages 31-34)

Attachments: [Staff Report](#)

- 10.7** Resolution Numbers 19-15 REVISED; 21-22 REVISED; 22-18 REVISED; 23-19 REVISED; 24-09 REVISED; and 25-06 REVISED Amendment to Administrative Records for compliance under the California Code of Regulations (CCR) (Laura Sanderlin) (Pages 35-58)

Attachments: [Staff Report](#)

- 10.8** Notice of Completion (NOC) for the Soscol Gateway Transit Center Tenant Improvements Project (Grant Bailey) (Pages 59-63)

Attachments: [Staff Report](#)

- 10.9** On-Call Task Order with T.Y. Lin (Grant Bailey) (Pages 64-66)

Attachments: [Staff Report](#)

- 10.10** Contract Award for State Route 29 (SR29)/State Route 12 (SR12)/Airport Boulevard Alternative Analysis (Grant Bailey) (Pages 67-100)

Attachments: [Staff Report](#)

- 10.11** Agreement with County of Napa for Provision of Support Services (Antonio Onorato) (Pages 101-121)

Attachments: [Staff Report](#)

- 10.12** 2026 Regional Transportation Improvement Program (RTIP) Update (Addrell Coleman) (Pages 122-127)

Attachments: [Staff Report](#)

- 10.13** Federal and State Legislative Update (Danielle Schmitz) (Pages 128-145)

Attachments: [Staff Report](#)

- 10.14** Transportation Development Act Article 3 (TDA-3) Resolution & Countywide Claim Authorization (Patrick Band) (Pages 146-189)

Attachments: [Staff Report](#)

- 10.15** Rejection of All Bids received for Invitation for Bid (IFB) No. 25-R29 for the Redwood Park and Ride Capital Improvement Project (Antonio Onorato) (Pages 190-192)

Attachments: [Staff Report](#)

Chair Joseph pulled Consent Agenda Item 10.15 for staff to further explain the rejection of two bids and sufficiently answered clarifying questions.

11. REGULAR AGENDA ITEMS

- 11.1** Countywide Active Transportation Plan Update (Patrick Band) (Pages 193-195)

Attachments: [Staff Report](#)

Information only/No action taken

Presentation by Todd Tregenza, GHD and Patrick Band, NVTa Planner.

- 11.2** Countywide Transportation Plan (CTP) Call for Projects (Diana Meehan) (Pages 196-202)

Attachments: [Staff Report](#)

Motion MOVED by ALESSIO, SECONDED by EISENBERG to APPROVE Item 11.2 releasing a Countywide Transportation Plan Call for Projects. Motion passed unanimously.

Aye: 23 - Sedgley, Eisenberg, McKee, Deasy, Narvaez, Alessio, Mohler, Joseph, Dohring, Ramos, and Cruz

Absent: 1 - Williams

- 11.3** Vine Transit Update (Rebecca Schenck) (Pages 203-211)

Attachments: [Staff Report](#)

Information only/No action taken

12. FUTURE AGENDA ITEMS

- Mobility Manager
- JPA Review and Board governance structure
- ATNA update

13. CLOSED SESSION

The Board entered into Closed Session at 2:30pm and returned to Open Session at 3:03pm.

- 13.1** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:
Initiation of Litigation pursuant to Government Code Section 54956.9(d)(4) (1 potential case)
No reportable action.
- 13.2** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code Section 54956.9 (d)(2) Government Claim Received from Marlena Frayji)
Unanimously rejected by the Board.

- 13.3** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code Section 54956.9 (d)(2) Government Claim Received from Jamahl Williams
Unanimously rejected by the Board.

14. ADJOURNMENT

Chair Joseph adjourned the meeting at 3:03pm.

- 14.1 The next Regular Meeting is Wednesday, October 15, 2025.**

Laura M. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Kathy Alexander, Senior Administrative Technician
(707) 259-8627 / Email: kalexander@nvta.ca.gov
SUBJECT: Paratransit Coordinating Council (PCC) Member Appointments

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Anne Payne and Genji Schmeder to the Paratransit Coordinating Council (PCC), each for a three (3) year term.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Ms. Payne currently serves on the Advisory Council for the Area Agency on Aging Napa/Solano, is a member of the Soroptimist of American Canyon, has previously served on Napa Commission on Aging, Healthy Aging Population Initiative (HAPI), Solano Senior Coalition, Alzheimer's Association, and the Advisory Council for Napa Connections. Before retiring, she held memory care director, social services supervisor and adult day health care coordinator for the Alzheimer's Day Care Resource Center.

Mr. Schmeder held numerous positions at the local, regional and state Sierra Club, served on the Napa County Measure A Financial Oversight Committee and previously served on the NVTA Vine Consumers Advisory Committee. Mr. Schmeder uses Vine Transit/VineGo.

FISCAL IMPACT

None

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

The PCC was formed by NVTa to serve in an advisory capacity to the Board on the transportation issues associated with persons with special needs, including elderly, disabled, and low income.

The PCC by-laws state that the PCC shall advise the Board of Directors and the Metropolitan Transportation Commission (MTC) regarding setting priorities for transportation services, review and make recommendations regarding the submission of claims for certain Transportation Development Act (TDA) and Federal Transit Administration (FTA) funds consistent with its priorities, and address coordination of paratransit services within Napa County.

The PCC is comprised of nine (9) members – see the roster on the next page. Four (4) of these positions are currently vacant. The addition of Ms. Payne and Mr. Schmeder would bring the total member count to seven (7) creating greater stability and additional perspective on elderly and disabled transportation issues in the Napa Valley.

Paratransit Coordinating Council (PCC) Roster

Member	Original appointment date	Most recent appointment	Term end date	Category Represented
Ellen Sweigert	7/20/2022	7/31/2025	7/20/2022	Social services providers for persons with disabilities (2 of 2)
Lisa DeRose-Hernandez	5/22/2024	5/31/2027	1/20/2021	Social services provider for persons of limited means (1 of 2)
Devereaux Smith	9/27/2023	9/30/2026	9/27/2023	Social services provider for seniors (1)
Heather Stanton	5/22/2024	5/22/2024	5/31/2027	Member of the public residing within an urbanized area (1 of 2)
Lyall Abbott	10/16/2024	10/16/2024	10/31/2027	Member of the public residing within an urbanized area (2 of 2)
Genji Schmeder*	10/15/2025	10/15/2025	10/31/2028	Member of the public residing within an urbanized area (1 of 2)
Vacant				Member of the public residing within an urbanized area (2 of 2)
Anne Payne*	10/15/2025	10/15/2025	10/31/2028	Member of the public residing within a non-urbanized area (1)
Vacant				Consumer/user persons with disabilities (1)

**if appointed by the NVTB Board October 15, 1025*

ALTERNATIVES

Without the appointments, the PCC will continue to have unfilled member vacancies.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability.

The PCC is comprised of members from the community representing various interests in Napa Valley. The purpose of the PCC is to advise the board (via NVTB staff) on transportation issues of persons with special needs.

ATTACHMENTS

- 1) Anne Payne PCC Application
- 2) Genji Schmeder PCC Application

Napa Valley Transportation Authority
625 Burnell St
Napa, CA 94559
Tel. (707) 259-8631 / Fax (707) 259-8638
www.nvta.ca.gov
www.ridethevine.com

PARATRANSIT COORDINATING COUNCIL APPOINTMENT APPLICATION

Complete applications should be submitted to the above address,
Attention: Secretary of the Board

This application may be subject to disclosure under the Public Records Act

I am applying as a representative of the following: (Check all that apply)		
<input type="checkbox"/> Public transit consumer/user 60 or older		
<input type="checkbox"/> Public transit consumer/user with disability		
<input checked="" type="checkbox"/> Member of the public residing in non-urbanized area		
<input type="checkbox"/> Member of the public residing in urbanized area		
<input type="checkbox"/> Social service provider for persons of limited means. List agency: _____		
<input type="checkbox"/> Social service provider for persons with disabilities. List agency: _____		
<input type="checkbox"/> Social service provider for seniors. List agency: _____		
Applicant Information		
Name:	Payne Elizabeth "Anne"	Date: Sept. 2, 2025
	<i>Last First M.I.</i>	
Mailing Address:		
	<i>Street Address</i>	<i>Apartment/Unit #</i>
City	American Canyon	State CA Zip 94503
Phone:		E-mail Address:
Current Occupation (within the last twelve (12) months)		
Education/Experience		
(a resume may be attached containing this and any other information that would be helpful in evaluating your application)		
Retired		
Community Participation		
(nature of activity and community location)		
Soroptimist of American Canyon-Focus on women and girls thriving, serve on a committee that attempts to address isolation among senior women Advisory Council for the Area Agency on Aging Napa/Solano Becoming a volunteer driver for Molly's Angels Briefly served on the Advisory Council for Napa Connections		

Other Boards/Commissions/Committees on which you serve/have served

Napa Commission on Aging
HAPI
Solano Senior Coalition
Alzheimer's Association

Please share your experience or observations regarding public transit

I am not a frequent user of public transportation, but I anticipate that as I age I will need to be a user of said services. I'd like to be proactive and not wait until the 'crisis' hits.

Please share your experience working with special needs populations

I worked in Adult Day Health Care as the coordinator for the programming, training and facilitating Alzheimer's Day Care Resource Center. I was Memory Care Director for various Assisted Living communities. I was the supervisor for Social Services Coordinators at affordable housing properties for seniors and disabled adults.

Please explain your reasons for wishing to serve, and in your opinion, how you feel you could contribute.

I have a soft spot in my heart for seniors, even though I am now a senior myself and have always wanted to find a way to contribute to the greater good, even in small ways. I am also aware that a barrier to services, socialization, spiritual needs and physical movement is transportation and I would like to learn how to help create solutions.

References

Please list three individuals familiar with your background

Full Name: **Kristin Einberger** Relationship: **Friend**

Company: **Retired**

Phone: [REDACTED]

Address:

Full Name: **Belia Ramos** Relationship: **Friend**

Company: **Napa County Supervisor**

Phone: [REDACTED]

Address:

Full Name: **Elaine Clark** Relationship: **Friend**

Company: **Retired ED of Area Agency on Aging-Napa/Solano**

Phone: [REDACTED]

Address:

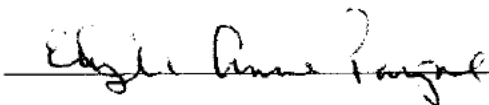
Name and Occupation of spouse within the last 12 months, if married (for Conflict of Interest purposes):

N/A

Disclaimer and Signature

PLEASE NOTE THAT APPOINTEES MAY BE REQUIRED BY STATE LAW AND NVTA CONFLICT OF INTEREST CODE TO FILE FINANCIAL DISCLOSURE STATEMENTS

Signature:



Date:

Sept. 2, 2025



RECEIVED

SEP - 4 2025

NVTA

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559
Tel. (707) 259-863 / Fax (707) 259-8638
www.nvta.ca.gov

COMMITTEE APPOINTMENT APPLICATION

Complete applications can be submitted by: (1) faxing to the Human Resources Administrator at (707) 259-8638 or (2) delivered/mailed to the NVTA Attention: Human Resources Administrator, 625 Burnell Street, Napa, CA 94559 or (3) Email to: jobs@nvta.ca.gov.

This application may be subject to disclosure under the Public Records Act

Applicant Information			
Application for Appointment to: (Name of Committee) Paratransit Coordinating Council (PCC)			
Representing Field of <u>member of the public residing in an urbanized area</u>			
Name: <u>Schmeder, Genji</u>		Date: <u>08/29/2025</u>	
<small>Last First M.I.</small>			
Address <u>[REDACTED]</u>			
<small>Street Address</small>		<small>Apartment/Unit #</small>	
City <u>Napa</u>		State <u>CA</u>	Zip <u>94558</u>
Phone: <u>[REDACTED]</u>		E-mail Address: <u>[REDACTED]</u>	
Current Occupation (within the last twelve (12) months)			
none			
Current License (Professional or Occupational): Date of Issue and/or expiration including status:			
none			
Education/Experience (a resume may be attached containing this and any other information that would be helpful in evaluating your application)			
BS mathematics work as computer programmer from 1968 to 2008			

Community Participation
(nature of activity and community location)

leader of local Sierra Club between 1988 and 2004
Napa County Measure A financial oversight committee from 2006 to 2018
NVTA Vine Consumers Advisory Committee (VCAC) from 2008 to 2014

Other Board/Commission/Committee on which you serve/have served

numerous positions in local, regional and state Sierra Club

References

Please list three individuals familiar with your background

Full Name: John Tuttle Relationship: friend

Company: Napa County registrar of voters

Phone: [REDACTED]

Address [REDACTED] Napa, CA 94559

Full Name: David Briggs Relationship: friend

Company: Napa County environmental health staff

Phone [REDACTED]

Address [REDACTED] Napa CA 94558

Full Name: Lorinda Ruddiman Relationship: neighbor

Company: Lorinda Graphics

Phone [REDACTED]

Address [REDACTED] Napa, CA 94559

Name and Occupation of spouse within the last 12 months, if married (for Conflict of Interest purposes):

Nadya Hellinger Schmeder, retired teacher since 2008

Please explain your reasons for wishing to serve, and in your opinion, how you feel you could contribute.

Since becoming disabled in April 2025, the quality of local mobility services has become of major personal importance. But beyond the advantage of monitoring Vine-Go for my own good, I intend to assume full responsibilities as a cooperating PCC member.

My volunteer work with several groups and organizations in Napa Valley was characterized by commitment to the success of group projects, whether my own tasks were highly skilled or merely routine.

Please note that my residence address [REDACTED] differs from my official address [REDACTED] because my wife and I are still immersed in moving from old to new locations. The new location is in [REDACTED] where I receive assisted-living care.

gsl

Disclaimer and Signature

PLEASE NOTE THAT APPOINTEES MAY BE REQUIRED BY STATE LAW AND NVTACONFLICT OF INTEREST CODE TO FILE FINANCIAL DISCLOSURE STATEMENTS

Signature:

Genji Schmeder 

Date:

08/29/2025



EQUAL EMPLOYMENT OPPORTUNITY DATA

The Napa Valley Transportation Authority is an equal opportunity employer. In accordance with the applicable laws and regulations, the agency does not discriminate on the basis of disability or other prohibited criteria. The information requested below is for statistical reporting and analysis as required by law only. We request that all applicants complete the following information, however **providing this**

information is voluntary. This information will be detached from your application and the information will be kept confidential.

Name Schneider, Genji Date 08/29/2025

Position Applied For PCC member, unorganized

Sex: Male Female Disabled: Yes No

Race/Ethnicity: (Check only one.)

☐ **AMERICAN INDIAN/ALASKAN NATIVE**

All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

☐ **BLACK**

Not of Hispanic origin; All persons having origins in any of the Black racial groups of Africa.

☒ **WHITE**

Not of Hispanic origin; All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

☐ **HISPANIC**

All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

☐ **ASIAN/PACIFIC ISLANDER**

All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, such as China, Japan, Korea, Vietnam, and Samoa.

☐ **Two or More Races (Non-Hispanic or Latino)** - Persons who identify with two or more racial categories named above.

☐ **Decline to State** - If you choose not to self-identify your race/ethnicity at this time, the federal government requires this employer to determine this information by visual survey and/or other available information.

To assist NVTa in our recruitment efforts, please indicate how you found out about the job.

☐ Newspaper (specify) _____

☐ Other Publication (specify) _____

☐ Friend

☐ School or other placement office (specify) _____

☒ NVTa Employee / Website

☐ Other (specify) _____

☐ Walk-in



October 15, 2025
NVRTA Board Agenda Item 10.3

Continued From: New
Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Danielle Schmitz, Executive Director
(707) 259-5968 / Email: dschmitz@nvta.ca.gov
SUBJECT: Federal and State Legislative Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive the Federal Legislative update, State Legislative Update, and the updated Bill Matrix.

BACKGROUND

Federal Update:

Congress and President Trump did not reach a bipartisan agreement to enact a continuing resolution, and a federal government shutdown began on Tuesday, October 1st. The impasse was largely around the Democrats desire to extend Medicaid subsidies which expire at the end of the year and prevent the White House Office of Management and Budget from unilaterally blocking funds previously approved by Congress.

The impacts of the government shutdown on the U.S. Department of Transportation agencies varies considerably. The Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) operations will continue as none of the agencies' employees will be furloughed because personnel are financed through the Highway Trust Fund and advance appropriations. FTA will reimburse transit agencies for previously approved projects. However, it is unlikely that any new grants would be approved.

State Update:

Since the State legislature did not adjourn until September 13th, Governor Newsom has until Monday, October 13th at midnight to sign or veto bills.

A couple bills to note:

Cap-and-invest (AB 1207 and SB 840) – Extends the cap-and-trade program through 2045 and reforms several elements of the program. The expenditure plan is comprised

of three tiers, transit programs are included in the third tier. As funds are generated through the auction, the funds flow to the top tier and then to the second and third. If auction revenues hit historic averages of \$4.2 billion, the first two tiers are fully funded, and the department of finance will allocate funds in the third tier proportionally. If auction revenues come in under \$3.2 billion, tier 3 will be in jeopardy for that year. This creates uncertainty around the amount of funds that will be available to transit operators annually.

State Bill Matrix:

Senate Bill 697 (Wilson) which authorizes the State Route 37 corridor project to take fully protected species to construct the Sears Point to Mare Island Improvement Project, was voted off the senate floor on September 4th and sent to the Governor's desk for signature.

Senate Bill 63 (Wiener) – Regional Transportation revenue measure enabling legislation that would authorize MTC to place a measure on the 2026 ballot for a 14-year ½ cent sales tax to sustain and improve public transportation in the Bay Area. Even though the measure is focused on the 5 large counties, there are rider focused improvements included in the revenue measure that would be applied Bay Area wide. The bill is on the Governor's desk for signature.

ATTACHMENTS

- 1) September 29, 2025 Federal Update (Platinum Advisors)
- 2) October 1, 2025 State Update (Platinum Advisors)
- 3) October 1, 2025 State Bill Matrix (Platinum Advisors)

PLATINUM | ADVISORS

TO: Danielle Schmitz, Executive Director
Napa Valley Transit Authority

FROM: Jessica Aune, Platinum Advisors

RE: Napa Valley Transit Authority September 2025 Monthly Report

DATE: Monday, September 29, 2025

State of Play and Congressional Update:

Congress returned from its month-long August recess at the beginning of September with a main objective to attempt to pass Appropriations bills that would keep the government running past September 30th. While the Senate has passed several bills with bipartisan support, the lower chamber has passed these bills on partisan lines. This has led to vast differences between the two chamber's appropriation bills and the need to pass a Continuing Resolution (CR), which would keep the government funded at current spending levels. The need for a CR has become standard operating procedure every September on Capitol Hill, but after the intense blowback Senate Minority Leader Chuck Schumer (D-NY) received after providing the votes for a year-long CR in March, it was clear Democrats would need to take a different approach this time.

On September 19, 2025, the House of Representatives passed a CR which would keep the government funded through November 21st, 2025, at current spending levels and allow more time for negotiations on a funding package. However, this legislation failed to reach the needed 60 votes in the Senate. The Senate also voted on the Democrat's proposed CR which would fund the government through October 31st, permanently extend expiring Medicaid subsidies, and prevent the White House Office of Management and Budget (OMB) from unilaterally blocking funds previously approved by Congress. Sen. Schumer and House Minority Leader Hakeem Jeffries (D-NY) are both united that Democrats will not vote for a CR without concessions from Republicans, such as extending Obamacare subsidies which are due to expire at the end the year.

The Senate and House were already scheduled to be in recess the week of September 22nd due to Rosh Hashanah, but currently Speaker of the House Mike Johnson (R-LA) is expected to keep the House in recess past September 30th. The Republican House Caucus maintains that having passed the continuing resolution, no further legislative action is currently required, and the ball is in the Senate's court. President Trump is expected to hold his first meeting with the 4 Congressional leaders on Monday, September 29th, but expectations are low that this meeting could lead to a change in outcomes. With both chambers in recess and negotiations stalled, Congress appears to be on a path toward a government shutdown.

Senators will return to Washington, DC on Monday, September 29th and they are expected to vote again on the House passed CR on Tuesday, September 30th, but it remains to be seen if Democratic Senators will grow skittish as this potential government shutdown looms. Even though the House isn't scheduled to be in session, Leader Jeffries is calling his caucus back to the Capitol on September 29th to show Democrats are working to keep the government open.

On September 24th, the Office of Management and Budget leaked a memo to agency heads directing them to develop reduction in force (RIF) plans in case of an upcoming government shutdown. This memo represents a significant escalation of typical procedures during a government shutdown where workers are furloughed but return to work once the government is funded. The memo directs the agencies to focus the RIF plans on programs that funding expires on October 1st, 2025 and there is no other source of funding currently written into law; and programs that do not align with President Trump's priorities.. Democratic leaders dismissed this memo as an intimidation tactic that would not hold up in Court. Currently, the scope of these potential cuts is unknown. It seems likely that they would focus on programs championed by Democratic members such as climate and clean energy programs.

Throughout this year, President Trump has expressed his frustration with the Senate's backlog of unconfirmed nominations for below Cabinet level positions and even requested Senate Majority Leader John Thune (R-SD) to cancel the August recess. When a compromise couldn't be reached with Senate Democrats, Sen. Thune decided to deploy the nuclear option and change Senate confirmation rules. This procedural change enables the Senate to confirm executive nominees en bloc rather than individually, significantly conserving floor time. While this rule is expected to expedite the confirmation process for future administrations—including under Democratic leadership—it may also contribute to the continued erosion of long-standing Senate norms and practices.

House Natural Resources Committee Considers Permitting Reform Bills

On September 10, 2025, the House Natural Resources Committee held a five-hour full committee hearing examining three permitting reform bills, including the Standardizing Permitting and Expediting Economic Development Act (SPEED Act) (H.R. 4776) by Chairman Bruce Westerman (R-AR) and Democratic Rep. Jared Golden (D-ME) drawing sharp partisan divisions.

Supporters of the bill argue that the current National Environmental Policy Act (NEPA) process takes 4-5 years on average and costs \$1.7-2.4 trillion in missed opportunities over four years. Critics warned the legislation would eliminate meaningful community participation by allowing agencies to ignore public comments, restricting judicial review to a 150-day window, and preventing courts from stopping projects even when agencies violate environmental laws.

While there was significant bipartisan agreement on the need for digital modernization (ePermit Act) and better data collection, concerns remained over the SPEED Act's scope amid the Trump

administration's systematic dismantling of clean energy programs. Chairman Westerman is committed to taking the feedback from this hearing to adjust the SPEED Act and hopes to hold a markup later this fall.

Bipartisan Coalition Proposes Permitting Reform Package

The [House Problem Solvers Caucus](#), a bipartisan caucus committed to developing common sense bipartisan solutions, released a comprehensive permitting reform framework to accelerate energy infrastructure construction and address rising electricity demand from artificial intelligence (AI) data centers. The proposal includes measures to facilitate interstate transmission lines for clean energy, limit states' ability to reject pipeline projects under the Clean Water Act, and boost forest management, geothermal, and mining projects. The framework also restricts environmental review scope and limits lawsuits under the National Environmental Policy Act. Nearly 50 caucus members endorsed the proposal, which aims to bridge congressional divides over energy infrastructure permitting.

Pending Legislation of Interest

[H.R.81](#) — **To prohibit the imposition of mask mandates on public transportation.**

Sponsor: Biggs, Andy [Rep.-R-AZ-5]

Introduced: 01/03/2025

[H.R.502](#) — **To ensure the rural surface transportation grant program is accessible to rural areas, and for other purposes.**

Sponsor: Finstad, Brad [Rep.-R-MN-1]

Introduced: 01/16/2025

[H.R.546](#) — **To direct the Attorney General to establish a grant program for civilian traffic violation enforcement.**

Sponsor: Torres, Ritchie [Rep.-D-NY-15]

Introduced: 01/16/2025

[S.161](#) — **A bill to require the Secretary of Transportation to issue rules relating to the testing procedures used under the New Car Assessment Program of the National Highway Traffic Safety Administration, and for other purposes.**

Sponsor: Fischer, Deb [Sen.-R-NE]

Introduced: 01/21/2025

[S.191](#) — **A bill to require the Secretary of Transportation to modify certain regulations relating to the requirements for commercial driver's license testing and commercial learner's permit holders, and for other purposes.**

Sponsor: Lummis, Cynthia M. [Sen.-R-WY]

Introduced: 01/22/2025

H.R.623 — To direct the Secretary of Transportation to modify certain regulations relating to the requirements for commercial driver's license testing and commercial learner's permit holders, and for other purposes.

Sponsor: LaHood, Darin [Rep.-R-IL-16]

Introduced: 01/22/2025

H.R.732 — Disaster Recovery Efficiency Act

Sponsor: Jacobs, Sara [Rep.-D-CA-51]

Introduced: 01/24/2025

H.R.1166 — Decoupling from Foreign Adversarial Battery Dependence Act

Sponsor: Rep. Gimenez, Carlos A. [R-FL-28]

Introduced: 02/10/2025

H.R.1513 — Unplug the Electric Vehicle Charging Stations Program Act

Sponsor: Wied, Tony [Rep.-R-WI-8]

Introduced: 02/21/2025

H.R.1659 — Truck Parking Safety Improvement Act

Sponsor: Bost, Mike [Rep.-R-IL-12]

Introduced: 02/27/2025

H.R.1892 — Wireless Electric Vehicle Charging Grant Program Act of 2025

Sponsor: Stevens, Haley M. [Rep.-D-MI-11]

Introduced: 03/05/2025

H.R.2088 — To direct the Secretary of Transportation, in coordination with the Secretary of Housing and Urban Development, to establish a thriving communities grant program.

Sponsor: Torres, Norma J. [Rep.-D-CA-35]

Introduced: 03/11/2025

S.996 — A bill to amend the Clean Air Act to prevent the elimination of the sale of motor vehicles with internal combustion engines, and for other purposes.

Sponsor: Sen. Mullin, Markwayne [R-OK]

Introduced: 03/12/2025

H.R.2166 — To amend title 23, United States Code, with respect to vehicle weight limitations for certain logging vehicles, and for other purposes.

Sponsor: Wied, Tony [Rep.-R-WI-8]

Introduced: 03/14/2025

H.R.2348 — To direct the Secretary of Transportation to produce and distribute a national public safety messaging campaign, and for other purposes.

Sponsor: Stauber, Pete [Rep.-R-MN-8]

Introduced: 03/25/2025

[H.R.2819](#) — **To prohibit the Administrator of the Federal Motor Carrier Safety Administration from issuing a rule or regulation requiring certain vehicles to be equipped with speed limiting devices.**

Sponsor: Brecheen, Josh [Rep.-R-OK-2]

Introduced: 04/10/2025

[H.R.2992](#) — **To amend title 23, United States Code, and the Infrastructure Investment and Jobs Act with respect to vehicle roadside crashes, work zone safety, and for other purposes.**

Sponsor: Carter, Troy A. [Rep.-D-LA-2]

Introduced: 04/24/2025

[S. 1696](#) — **To prohibit the Administrator of the Federal Motor Carrier Safety Administration from issuing a rule or promulgating a regulation requiring certain commercial motor vehicles to be equipped with speed limiting devices, and for other purposes.**

Sponsor: Daines, Steve [Sen.-R-MT]

Introduced: 05/08/2025

[S.1733](#) — **Highway Funding Transferability Improvement Act**

Sponsor: Cramer, Kevin [Sen.-R-ND]

Introduced: 05/13/2025

[H.R.3360](#) — **Driver Technology and Pedestrian Safety Act of 2025**

Sponsor: Mullin, Kevin [Rep.-D-CA-15]

Introduced: 05/13/2025

[H.R.3440](#) — **Traffic Safety Enhancement Act of 2025**

Sponsor: Gillen, Laura [Rep.-D-NY-4]

Introduced: 05/15/2025

[H.R.3449](#) — **Stronger Communities through Better Transit Act**

Sponsor: Johnson, Henry C. "Hank" [Rep.-D-GA-4]

Introduced: 05/15/2025

[H.R.3459](#) — **Empty Lots to Housing Act**

Sponsor: Mullin, Kevin [Rep.-D-CA-15]

Introduced: 05/15/2025

[H.R.3572](#) — **To make projects in certain counties eligible for funding under the rural surface transportation grant program, and for other purposes.**

Sponsor: Valadao, David G. [Rep.-R-CA-22]

Introduced: 05/21/2025

[H.R.3932](#) — **Rural Upgrades for Road Access and Local Growth Act of 2025**

Sponsor: Scholten, Hillary J. [Rep.-D-MI-3]

Introduced: 06/11/2025

[H.R.3972](#) — **Highway Funding Flexibility Act of 2025**

Sponsor: Johnson, Dusty [Rep.-R-SD-At Large]

Introduced: 06/12/2025

[H.R.4170](#) — **To require that certain aspects of bridge projects be carried out by certified contractors, and for other purposes.**

Sponsor: Garamendi, John [Rep.-D-CA-8]

Introduced: 06/26/2025

[S.2299](#) — **Resilient Transit Act of 2025**

Sponsor: Gillibrand, Kirsten E. [Sen.-D-NY]

Introduced: 07/16/2025

[H.R.4447](#) — **Transit Bus Affordability Act**

Sponsor: Frost, Maxwell [Rep.-D-FL-10]

Introduced: 07/16/2025

[H.R.4643](#) — **To require certain grant recipients of transit and highway transportation projects to establish and contribute to a business uninterrupted monetary program fund, and for other purposes.**

Sponsor: Correa, J. Luis [Rep.-D-CA-46]

Introduced: 07/23/2025

[H.R.4661](#) — **To amend title 49, United States Code, to clarify the preemption of State laws requiring a human occupant in an automated driving systems-equipped commercial motor vehicle, and for other purposes.**

Sponsor: Fong, Vince [Rep.-R-CA-20]

Introduced: 07/23/2025

[H.R.4699](#) — **To amend section 405 of title 23, United States Code, to permit a State to use grant funds for the purpose of providing on-bicycle education, and for other purposes.**

Sponsor: Magaziner, Seth [Rep.-D-RI-2]

Introduced: 07/23/2025

[H.R.4719](#) — **To direct the Secretary of Transportation to carry out a grant program to support efforts to provide fare-free transit service, and for other purposes.**

Sponsor: Pressley, Ayanna [Rep.-D-MA-7]

Introduced: 07/23/2025

H.R.4776 — To amend the National Environmental Policy Act of 1969 to clarify ambiguous provisions and facilitate a more efficient, effective, and timely environmental review process.

Sponsor: Westerman, Bruce [Rep.-R-AR-4]*

**Rep. Westerman is Chair of the House Natural Resources Committee*

Introduced: 07/25/2025

S.2635 — Transportation Emergency Relief Extension Act

Sponsor: Padilla, Alex [Sen.-D-CA]

Introduced: 07/31/2025

H.R.4847 — Transportation Emergency Relief Extension Act

Sponsor: Garamendi, John [Rep.-D-CA-8]

Introduced: 08/01/2025

H.R.4900 — Safe Transit Accountability Act

Sponsor: Smucker, Lloyd [Rep.-R-PA-11]

Introduced: 08/05/2025

H.R.4904 — Pedestrian Hazard, Awareness, and Safety Expansion Act of 2025 (PHASE Act of 2025)

Sponsor: Torres, Norma J. [Rep.-D-CA-35]

Introduced: 08/05/2025

H.R.4926 — Highway Funding Transferability Improvement Act

Sponsor: Hageman, Harriet M. [Rep.-R-WY-At Large]

Introduced: 08/08/2025

H.R.5024 — Transit Funding Flexibility Act

Sponsor: Lawler, Michael [Rep.-R-NY-17]

Introduced: 08/22/2025

H.R.5265 — SAFE Ride Act of 2025

Sponsor: Gottheimer, Josh [Rep.-D-NJ-5]

Introduced: 09/10/2025

S.2788 — Safety Grant Consistency Act

Sponsor: Sheehy, Tim [Sen.-R-MT]

Introduced: 09/11/2025

S.2789 — Rural Safety Administration Flexibility Act

Sponsor: Sheehy, Tim [Sen.-R-MT]

Introduced: 09/11/2025

[H.R.5321](#) — **To amend title 23, United States Code, with respect to the special rule for low emission and energy efficient vehicles facilities, and for other purposes.**

Sponsor: LaLota, Nick [Rep.-R-NY-1]

Introduced: 09/11/2025

[H.R.5330](#) — **Stop Aliens From Evading Driving Laws Act (SAFE Driving Laws Act)**

Sponsor: Miller, Mary E. [Rep.-R-IL-15]

Introduced 09/11/2025

[H.R.5356](#) — **To facilitate efficient investments and financing of infrastructure projects and new job creation through the establishment of a National Infrastructure Bank, and for other purposes.**

Sponsor: Davis, Danny K. [Rep.-D-IL-7]

Introduced: 09/15/2025

[S.2814](#) — **Transit Crime Reporting Act of 2025**

Sponsor: Scott, Tim [Sen.-R-SC]

Introduced: 09/16/2025

[S.2890](#) — **A bill to amend title 23, United States Code, to require transportation planners to consider projects and strategies to reduce greenhouse gas emissions, and for other purposes.**

Sponsor: Markey, Edward J. [Sen.-D-MA]

Introduced: 09/18/2025

[S.2901](#) — **A bill to require the Secretary of Transportation to establish a pilot program to improve the integration of real-time wildfire hazard alerts with State and local transportation closure information systems, and for other purposes.**

Sponsor: Sheehy, Tim [Sen.-R-MT]

Introduced: 09/18/2025

[H.R.5452](#) — **To amend the Infrastructure Investment and Jobs Act to modify the Safe Streets and Roads for All program.**

Sponsor: Cohen, Steve [Rep.-D-TN-9]

Introduced: 09/18/2025

Executive Branch

Department of Transportation (DOT)

DOT Secretary Duffy [announced](#) that DOT would be taking emergency actions to address eligibility for non-domiciled commercial learner's permits (CLPs) and commercial driver's licenses (CDLs). Earlier this summer DOT conducted an audit of states issuing non-domiciled

CDL and in DOT's press release they announced that in California 25% of non-domiciled CDLs reviewed were improperly issued. Secretary Duffy announced direct enforcement action against California and if this issue is not rectified, then California will be at risk of losing their federal highway funding.

DOT rescinded grants for street safety projects, pedestrian trails, and bike lanes across multiple cities, stating these projects are "hostile" to motor vehicles or could "impede vehicle capacity and speed." The administration pulled funding from San Diego County (\$1.2 million), Fairfield, Alabama (\$11.7 million), Boston (multiple grants), and Albuquerque (\$11.5 million). Officials justified the cancellations by saying the projects aren't designed for cars and counter DOT's priority of preserving roadway capacity for motor vehicles. The claw backs targeted discretionary grants under the RAISE infrastructure program and Safe Streets for All program.

DOT Secretary Duffy launched investigations and demanded security funding summaries from major transit agencies as part of a nationwide crime crackdown. The department initiated an investigation of North Carolina's light rail system following a stabbing incident and sent letters to transit authorities in Washington, New York, Los Angeles, Chicago, and Massachusetts outlining safety concerns and requesting detailed funding information for fiscal years 2025 and 2026.

DOT announced North Carolina will receive \$1.15 billion in Emergency Relief funding for Hurricane Helene repairs, the largest single allocation under the Federal Highway Administration's Emergency Relief Program for a state in the Department's history. With this announcement, DOT has provided nearly \$2 billion in total Emergency Relief funding for North Carolina Hurricane Helene repairs. Secretary Duffy emphasized the administration's commitment to rebuilding infrastructure and expediting the I-40 highway rebuild.

Federal Highway Administration (FHWA)

FHWA confirmed Sean McMaster as the 22nd administrator following Senate confirmation in a 51-47 vote. McMaster will lead the agency in supporting state and local governments in designing, constructing, and maintaining the highway system, as well as developing a bipartisan surface transportation reauthorization bill before the current authorization expires September 30, 2026. McMaster previously served as deputy chief of staff at DOT and staff with the House Committee on Transportation and Infrastructure.

Federal Transit Administration (FTA)

FTA withdrew Obama-era environmental justice policy guidance that outlined goals for funding recipients to incorporate environmental justice principles into their plans and projects. The agency revoked the 2012 guidance document to comply with DOT Secretary Duffy's January order directing the cancellation of diversity, equity, and inclusion programs. The 66-page guidance document was based on a Clinton-era executive order directing federal agencies to make environmental justice part of their missions.

Department of Energy (DOE)

The U.S. Court of Appeals for the 8th Circuit overturned DOE's 2024 rule altering fuel economy calculations for electric vehicles. The court ruled DOE lacks authority to apply the petroleum equivalency factor to electric vehicles under the Corporate Average Fuel Economy program. The Biden-era rule would have phased out a multiplier that increased calculated fuel economy for EVs, requiring automakers to sell more electric vehicles to meet fleet standards. The ruling forces DOE to conduct fresh rulemaking to address the multiplier factor.

PLATINUM | ADVISORS

October 1, 2025

TO: Danielle Schmitz, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

End of Session: In order to meet the 72-hour in print rule, this year the legislative session did not end at midnight on September 12th but was extended until late afternoon on September 13th. While it is routine for the last day of session to creep into the wee hours of the next day, several bills, including legislation extending the cap & invest program, were not amended until Wednesday, September 10th, forcing session to extend into Saturday in order to comply with the 72-hour in print rule. Since the legislature did not adjourn until September 13th, Governor Newsom now has until Monday, October 13th at midnight to sign or veto all measures sent to his office during the final weeks of session.

Fiscal Outlook: With the turmoil clouding the federal budget, California's revenue outlook remains strong. For the month of August, cash revenues totaled \$1.7 billion higher than the June budget forecast. The higher revenues were fueled by personal income tax receipts that were \$1.1 billion higher than expected. Although data collected is only two months into the fiscal year, revenues exceed projections by nearly \$1.8 billion.

Budget Bill Junior & Trailer Bills: The end of session budget package includes a budget bill junior, AB 105, and 16 budget trailer bills that make the statutory changes to implement the budget agreement. The Governor has signed AB 105 and SB 153 into law.

AB 105 makes numerous amendments to the budget act that was adopted in June to reflect agreements on cap & invest funding for the 2025-26 fiscal year and other changes. This measure amends the budget to appropriate \$368 million in auction revenue to the Transit & Intercity Rail Capital Program (TIRCP). The budget bill language splits this allocation, directing \$188 million to the TIRCP competitive program and \$180 million to the TIRCP formula allocation. AB 105 also appropriates \$38 million in auction revenue to the Energy Commission for charging infrastructure for heavy-duty vehicles.

AB 105 also includes budget bill language stating the Department of Finance and California State Transportation Agency will examine providing loans and other financing options for the large Bay Area transit operators. The expectation is negotiations on loan

terms will continue through this fall and be adopted as part of an early budget action item in January or February.

SB 153 is the budget trailer bill that makes statutory changes related to transportation items. Among the changes included in SB 153 are amendments that allow the allocation of auction revenue to the Low Carbon Transit Operations Program (LCTOP) for the 2025-26 fiscal year. LCTOP funds are allocated by formula to all eligible transit operators based in proportion to State Transit Assistance (STA) funds that the operator receives.

Cap & Invest: While the outlook was questionable on the fate of a cap & trade deal, an announcement was made on Tuesday of the last week of session that an agreement was reached on a package of energy bills, including the extension of the cap & invest program.

Governor Newsom has signed into law the cap & invest agreement contained in AB 1207 (Irwin) and SB 840 (Limon). AB 1207 extends the program to January 1, 2046, and changes the name of the program from “cap & trade” to “cap & invest.” AB 1207 also reforms several elements of the program, including but not limited to, the use and accounting of offsets, the distribution of allocated allowances, and the allowable uses of compliance instruments sold at the price ceiling.

SB 840 contains the new expenditure plan for auction revenue. SB 840 sunsets the existing expenditure plan on July 1, 2026, and replaces it with the plan summarized below that annually allocates \$4.2 billion in auction revenue. The change that raises concerns is this expenditure plan is structured in three tiers. As funds are generated at auctions the funds flow first to the top tier and then to the second and finally to the third tier. If the auction hits historic averages of \$4.2 billion there should be no problem.

If auction revenue falls below \$4.2 billion, the first two tiers are fully funded, and the Department of Finance will proportionally reduce the amounts in the third tier, which is where the transit allocations are located. Over the past three years auction revenues averaged \$4.2 billion, with a high of \$5.1 billion in 2023-24 and a low of \$3.4 billion in 2024-25. While there is optimism that reauthorizing the auction program will stabilize and increase auction revenue, federal challenges on California’s authority could result in depressed revenues until this challenge is settled.

Starting with the 2026-27 fiscal year cap & invest auction revenue will be allocated as follows:

First Tier Includes:

- Continue to use auction revenue to backfill the State Responsibility Area fire prevention fee, and to backfill the general fund for the green manufacture tax exemption. The amount allocated for these items ranges up to \$240 million.
- \$3 million is allocated for the establishment of the Legislative Counsel Climate Bureau. The purpose is to provide advice and investigation services to the Legislature.

After the amounts specified above are fully allocated, as determined by the Department of Finance, the remaining money in the fund shall be allocated for second-tier priorities as follows:

- \$1 billion continuously appropriated to the High-Speed Rail Authority for the following components of the initial operating segment and Phase I Blended System:
 - Acquisition and construction costs of the project.
 - Environmental review and design costs of the project.
 - Other capital costs of the project.
 - Repayment of any loans made to the authority to fund the project.
- \$1 billion is reserved for appropriation by the Legislature in the annual Budget Act or other statute. SB 840 includes legislative intent language to allocate these funds in the 2026-27 budget for the following:
 - \$125 million for transit passes.
 - \$25 million for seed funding for a University of California Climate Research Center.
 - \$15 million for rebuilding Topanga Park.
 - \$85 million for an entity chosen by the Legislature to support climate-focused technological innovation, related research, and the deployment of climate solutions identified in the scoping plan.

After the funds above are fully allocated, third-tier funding priorities are continuously appropriated as follows:

- \$800 million to the Strategic Growth Council for the Affordable Housing and Sustainable Communities Program. No less than 10 percent of these funds shall be expended for affordable housing, consistent with the provisions of that program.
- \$400 million to the Transportation Agency for the Transit and Intercity Rail Capital Program
- \$250 million to the State Air Resources Board for community air protection programs, also known as AB 617 programs. AB 617 directs funds for financial incentives to reduce mobile and stationary sources of criteria air pollutants or toxic air contaminants consistent with community emissions reduction programs. This does not include funding for Hybrid & Zero-Emission Truck and Bus Voucher Incentive Program (HVIP) rebates. Under SB 840 California Air Resources Board (CARB) would receive a continuous appropriation for the first time.
- \$200 million to the Transportation Agency for the Low Carbon Transit Operations Program which will be allocated by the State Controller pursuant to the STA formula shares.
- \$200 million to the Department of Forestry and Fire Protection and allocated as follows:

- 82.5%, or \$165 million, for healthy forest and fire prevention programs and projects that improve forest health and reduce emissions of greenhouse gases caused by uncontrolled wildfires.
 - 17.5%, or \$35 million, for the completion of prescribed fire and other fuel reduction projects
- \$135 million is transferred to the Safe and Affordable Drinking Water Fund

PLATINUM | ADVISORS

October 1, 2025

ATTACHMENT 3
NVTA Board Item 10.3
October 15, 2025

TABLE 1: BOARD ADOPTED POSITIONS

	Subject	Status	Position
<u>AB 259</u> <u>(Rubio, Blanca D)</u> Open meetings: local agencies: teleconferences.	AB 259 was amended to extend the sunset date to January 1, 2030, rather than repealing the existing January 1, 2026, sunset. This bill would extend the existing authority allowing members of a legislative body to participate remotely if specific conditions are met.	Senate Judiciary Two-Year Bill	Watch
<u>AB 394</u> <u>(Wilson D)</u> Crimes: public transportation providers.	This measure would expand existing law regarding battery of a transit operator or transit passenger to also include an employee or contractor of a public transit provider. This bill also expands the workplace violence restraining order provisions to expressly permit a judge, at their discretion, to issue a TRO or restraining order that prohibits the subject of the order from the entirety of the public transit system.	Governor's Desk	Support
<u>AB 697</u> <u>(Wilson D)</u> Protected species: authorized take: State Route 37 improvements.	AB 697 authorizes the State Route 37 corridor project to be evaluated under California Endangered Species Act (CESA) – which allows an incidental take permit so long as impacts to the species are fully mitigated, among other requirements. The bill also applies to the conservation standards and other permitting thresholds required by SB 147 (2023), which authorizes CDFW to issue fully protected species take permits under CESA for certain categories of transportation, renewable energy, and water infrastructure projects.	Governor's Desk	Support
<u>AB 954</u> <u>(Bennett D)</u> State transportation improvement program: bicycle	This bill would require Caltrans to prepare a proposal for the development, including the selection of sites for a pilot program establishing branded networks of bicycle highways that are numbered and signed within 2 of California's major metropolitan areas. The bill would require the department,	Senate Floor Inactive File	Watch

	Subject	Status	Position
highway pilot program.	on or before January 1, 2030, to include the proposal in the draft ITIP and would require the department to perform all other actions necessary for the pilot program to be programmed in the STIP.		
<u>AB 1014</u> <u>(Rogers D)</u> Traffic safety: speed limits.	AB 1014 would expand existing law that allows cities and counties to reduce a speed limit below the 85 th percentile speed survey to also include Caltrans and the highways operated by the state.	Governor's Desk	Watch
<u>AB 1070</u> <u>(Ward D)</u> Transit districts: governing boards: compensation: nonvoting members	<p>Assemblymember Ward pulled AB 1070 from the Assembly Local Government Committee agenda. This will result in the bill becoming a two-year bill.</p> <p>This proposal would require ALL governing board members of "transit district" to demonstrate that they use public transit in order to receive compensation for serving on the transit board. In addition, the bill would require the addition of 2 non-voting members to governing boards. The seats would be reserved for a representative of transit user groups, and a seat represented by the labor organization representing the majority of employees. Both non-voting members would have two alternates each. The nonvoting members may be excluded from any discussions regarding labor negotiations</p>	<p>Assembly Loc Gov.</p> <p>Two-Year Bill</p>	Watch
<u>AB 1207</u> <u>(Irwin D)</u> Climate change: market-based compliance mechanism.	As signed into law, AB 1207 extends cap-and-trade regulation through 2045, and renames the program the California Cap & Invest Program. Among the numerous changes made by the bill, AB 1207 requires CARB to ensure that emissions from covered sources decline with the 2030 and 2045 greenhouse gas (GHG) emissions targets; and the bill maintains existing offsets limits, but requires offsets to be exchanged for allowances under the emissions cap, and changes to how the revenues received by electrical corporations are used.	Signed Into Law Chapter 117, Statutes of 2025	Watch

	Subject	Status	Position
<u>AB 1250</u> <u>(Papan D)</u> Transit operators: paratransit: recertification of eligibility.	<p>AB 1250 was gutted and amended on April 10th. to prohibit a transit operator from requiring an individual who is eligible for paratransit services and whose condition is not expected to improve from having to recertify their eligibility.</p> <p>AB 1250 was amended on June 30th to address concerns expressed by transit operators. With these amendments the California Transit Association now supports the bill.</p> <p>As amended, the bill requires transit operators, by June 1, 2027, to use a streamlined recertification process, for persons who have previously been determined to be eligible for paratransit service to have their eligibility reviewed.</p> <p>The streamlined recertification process must utilize a telephone interview, mail-in form, or online survey and may only collect the following information:</p> <ul style="list-style-type: none"> • Physical address; • Mailing address, if different from physical address; • Emergency contact; • Phone number; • Updated mobility devices; <p>Status of disability, with identification of any worsening of the person's disability, any additional disability, any changes to the person's functional abilities, and any changes to the person's use of an assistive device.</p>	Governor's Desk	Watch
<u>AB 1268</u> <u>(Macedo R)</u> Motor Vehicle Fuel Tax Law: adjustment suspension.	<p>AB 1268 would authorize the Governor to suspend the annual inflation adjustment to the motor vehicle fuel tax upon making a determination that increasing the rate would impose an undue burden on low-income and middle-class families. The bill would require the Governor to notify the Legislature of an intent to suspend the rate adjustment on or before January 10, and would require the Department of Finance to submit to the Legislature a</p>	Assembly Transp. Two-Year Bill	Oppose

	Subject	Status	Position
	proposal by January 10 that would maintain the same level of funding for transportation purposes as would have been generated had the scheduled adjustment not been suspended.		
<u>AB 1340</u> <u>(Wicks D)</u> Transportation network company drivers: labor relations.	AB 1340 was amended to allow Transportation Network Company (TNC) drivers the right to form, join, and participate in the activities of TNC driver organizations of their own choosing.	Governor's Desk	Watch
<u>SB 63</u> <u>(Wiener D)</u> San Francisco Bay area: local revenue measure: transportation funding.	As sent to the Governor, SB 63 would authorize placing on the November 2026 ballot a 14-year sales tax measure to fund regional public transportation operations in the Counties of Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara. The bill also outlines maintenance of effort requirements, a financial review of the transit operators, and accountability provisions.	Governor's Desk	Support
<u>SB 71</u> <u>(Wiener D)</u> California Environmental Quality Act: exemptions: transit projects.	<p>SB 71 was amended to extend, not repeal the sunset date on existing law that exempts certain transit, bicycle, and pedestrian projects from CEQA. The new sunset date is set for January 1, 2040.</p> <p>Specifically, this bill</p> <ul style="list-style-type: none"> • Expands these exemptions to include, among others, Tier 4 or cleaner locomotives in specified areas, shuttles and ferries and projects outside of urbanized areas or clusters. • Retains a January 1, 2032, sunset for transportation projects using near-zero emission, natural gas, or low- nitrogen oxide (NOx) technology. 	Governor's Desk	Support
<u>SB 79</u> <u>(Wiener D)</u> Local government land: public transit use:	<p>SB 79 would promote more homes being built near major public transportation stops and on land owned by transit agencies.</p> <p>SB 79 allows for upzoning land for multi-family homes up to 75 feet in height within a</p>	Governor's Desk	Watch

	Subject	Status	Position
housing development: transit-oriented development.	half mile of specified major train stations. SB 79 also authorizes local transit agencies to develop on land they own. Under SB 79 all TODs are eligible for the streamlined ministerial approvals process if they meet the law's environmental, labor, and affordability standards.		
SB 239 (Arreguín D) Open meetings: teleconferencing: subsidiary body.	<p>The provisions in SB 239 will be added to SB 707, which is a comprehensive overhaul of Brwon Act provisions related to remote participation.</p> <p>SB 239 proposed to allow certain types of advisory or subsidiary bodies to meet using remote/teleconference participation if specified conditions are met. SB 239 would not apply to a subsidiary body that has subject matter jurisdiction over police oversight, elections, or budgets.</p>	Senate Floor Inactive File	Watch
SB 445 (Wiener D) Sustainable Transportation Project Permits and Cooperative Agreements.	<p>SB 445 was gutted and amended to apply only to the California High Speed Rail Authority.</p> <p>Similar to prior versions of the bill, SB 445 would authorize the CHSRA to develop and adopt regulations for governing third-party permits and approvals that are necessary to deliver the project.</p>	<p>Assembly Approps</p> <p>Held on Suspense</p>	Watch
SB 569 (Blakespear D) Department of Transportation: homeless encampments.	<p>The bill would allow Caltrans to establish a dedicated liaison to facilitate the removal of homeless encampments on Caltrans' right-of-way and authorizes Caltrans to negotiate specified terms for Delegated Maintenance Agreements (DMA) with local jurisdictions. The DMA is a contract entered into by Caltrans and a local government, in which both work together to reduce and remove homeless encampments within Caltrans' jurisdiction. This would allow local governments, under an executed DMA, to utilize local policies and procedures to streamline encampment abatement, as well as streamlining the permit process.</p>	<p>Assembly Transp.</p> <p>Two-Year Bill</p>	Support

	Subject	Status	Position
SB 696 (Alvarado-Gil R) Sales and Use Tax Law: exemptions: firefighting equipment.	AB 696 would exempt from the sales & use tax law the purchase of firefighting equipment, including vehicles. SB 696 was amended to apply the exemption only to the state's portion of the sales tax.	Senate Approps Held on Suspense File	Watch
SB 707 (Durazo D) Open meetings: meeting and teleconference requirements.	<p>SB 707 makes numerous changes to the rules governing local agency public meetings pursuant to the Ralph M. Brown Act (Brown Act) to, among other things, increase public access and extend teleconferencing flexibilities. The changes proposed in SB 707 would sunset on January 1, 2030</p> <p>The bill also adds requirements to translate agendas that apply to cities, counties and special districts as defined. For example, the translation requirements apply to cities and any county with a population exceeding 30,000.</p>	Governor's Desk	Watch
SB 752 (Richardson D) Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.	This bill would extend by two years the sunset date on the existing state sales tax exemption on the purchase of zero emission transit buses. The current exemption is set to expire on January 1, 2026. This bill would push it back to January 1, 2028	Senate Approps Held on Suspense File	Support
SB 840 (Limón D) Greenhouse gases: market-based compliance mechanism.	<p>SB 840 is a companion measure to AB 1207. It was amended to include an expenditure plan that begins with the 2026-27 fiscal year.</p> <p>The bill directs CARB to submit a report to the legislature on offsets, and update existing offset protocols. SB 840 also establishes a \$4.2 billion annual expenditure plan that allocates specified funding amounts across three tiers.</p> <p>The first tier provides continued funding for wildfire programs, and funding for a Legislative</p>	Signed Into Law Chapter #121, Statutes of 2025	Watch

	Subject	Status	Position
	Counsel Climate Bureau. The second tier allocated \$1 billion to high-speed rail and \$1 billion for legislative priorities. The third tier includes funding for TIRCP, LCTOP, and CARB.		



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: anorato@nvta.ca.gov
SUBJECT: Contract No. 25-C35 with CFM Advocates for Federal Legislative Advocacy Services

RECOMMENDATION

That the Napa Valley Transportation Authority Board approve Agreement No. 25-C35 (Attachment 1) and authorize the Executive Director to enter into a 5-year agreement, three (3) base years with two (2) one (1) year extension options, with CFM Advocates for federal legislative advocacy services in an amount not to exceed \$425,000.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Federal legislative advocates provide monthly updates, seek input on bills and legislative matters from the NVRTA board and staff and communicate with federal legislators on behalf of the agency. NVRTA issued a request for proposals (RFP) on July 2, 2025. Proposals were due on August 18, 2025. NVRTA received eight proposals and CFM Advocates was deemed the most responsive to the RFP.

Staff are recommending that the Board authorize the executive director to enter an agreement and make minor modifications to the Agreement 25-C35 for a period of three years with two one-year extensions for an amount of \$78,000 per year for a total amount of \$390,000. A contingency amount of \$35,000 is included in the total project costs for additional services that may be warranted.

FISCAL IMPACT

Yes, see the table below for the expenditure plan and financing plan.

Expenditure Plan	
Federal Advocacy	\$390,000
Contingency	\$35,000
Total Expenditures	\$425,000
Financing Plan	
Transportation Development Act Funds	\$425,000

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

NVTA currently receives federal legislative advocacy services through an agreement with the County of Napa. This agreement concluded on September 30, 2025. In anticipation of this expiration, NVTA initiated a competitive procurement process to secure a consultant to provide federal advocacy services moving forward.

Scope of Services

The federal legislative advocate provides monthly updates on legislative activity, communicates NVTA's priorities to members of Congress and federal agencies, and monitors pending legislation that could affect the agency's interests and objectives. NVTA sought a consultant with ample transportation experience in federal lobbying and advocacy. The successful proposer must be capable of building and sustaining relationships with NVTA's congressional delegation, federal agency staff, and industry stakeholders, and should also have established connections with policymakers at both the federal and state levels. The ideal firm will be in a position to serve as a trusted advisor and effective advocate for NVTA, particularly in securing federal funding and advancing policy priorities.

Procurement Process

NVTA released a Request for Proposals (RFP) on July 2, 2025, with submissions due on August 18, 2025. Eight proposals were received from the following firms:

- Capitol Counsel LLC
- Carpi & Clay Government Relations
- CFM Advocates
- Invariant
- Platinum Advisors

- Smith Garson Inc.
- The Reserve Component
- Townsend Public Affairs

An evaluation panel consisting of the NVTa Executive Director, NVTa Director of Finance and Administration, the Legislative Analyst from the County of Napa, and two NVTa Board Members reviewed the proposals. Evaluation criteria were weighted as follows:

- Understanding of the Work to Be Done- 40 points
- Firm, Entity/Individual Background & Experience- 25 points
- Qualifications of the Proposers- 25 points
- Cost- Rates Value- 10 points

The table below illustrates the ranking of the firms after the evaluations:

Top Tier
Carpi & Clay
CFM Advocates
Middle Tier
Smith Garson Inc.
Townsend Public Affairs
Lower Tier
Platinum Advisors
Invariant
The Reserve Component
Capitol Counsel LLC

Following the initial evaluation, the top two ranked firms—Carpi & Clay and CFM Advocates—were invited for interviews with the evaluation panel. After careful consideration of both the written proposals and the interviews, the committee determined that CFM Advocates was the most responsive to the RFP and best positioned to serve NVTa’s federal advocacy needs.

ALTERNATIVES

Without a Federal Legislative Advocate, staff would need to rely on other sources of information to provide monthly updates and work directly with legislators to advocate for the agency’s interests and concerns. An additional full-time staff position would be required to meet this need.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

The Legislative Advocacy Services meets all of the strategic goals by supporting legislative advocacy for projects, regulatory and statutory reform, however, its impact has

greater influence on three specific goals; meeting the needs of the entire community (Goal 1), improving system safety (Goal 2), and supporting Napa County's economic vitality by ensuring staff has the leverage to advocate on behalf of NVTAs priorities.

ATTACHMENT(S)

(1) Draft Agreement 25-C35 with CFM Advocates



NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C35

THIS AGREEMENT is made and entered into as of this ____ day of October, 2025, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and CFM Strategic Communications, Inc., dba CFM Advocates, doing business in the State of CA, whose mailing address is 1015 15th St. NW Suite 1125, Washington, DC 20005, hereinafter referred to as "CONSULTANT";

RECITALS

WHEREAS, NVTA wishes to obtain specialized services to serve as the Federal Lobbyist Consultant providing federal legislative advocacy services; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its October 15, 2025 meeting; and

WHEREAS, CONSULTANT is willing and has been determined to be qualified to provide such specialized services to NVTA under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, NVTA hereby engages in the services of CONSULTANT, and CONSULTANT agrees to serve NVTA in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement is for three (3) years with two (2) one-year (1-yr) options and shall commence on the date first above written ("Effective Date") and shall expire on September ____, 2028 unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

2. **Scope of Services.** CONSULTANT shall provide NVTA with those services set forth in CONSULTANT's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. Compensation.

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, NVTA shall pay CONSULTANT at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

(b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NVTA.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total not-to-exceed amount of \$390,000, for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONSULTANT to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum, CONSULTANT's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONSULTANT shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONSULTANT is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Director Administration, Finance and Policy. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONSULTANT within the State of California.

5. Independent Consultant. CONSULTANT shall perform this Agreement as an independent CONSULTANT. CONSULTANT and the officers, agents and employees of CONSULTANT are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONSULTANT shall, at

CONSULTANT's own risk and expense, determine the method and manner by which duties imposed on CONSULTANT by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONSULTANT. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONSULTANT, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONSULTANT shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONSULTANT, including the agents or employees of CONSULTANT, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONSULTANT under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTA, in addition to any other rights or remedies which NVTA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONSULTANT.

7. **Insurance.** CONSULTANT shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONSULTANT will provide workers' compensation insurance as required by law during the term of this Agreement, CONSULTANT shall provide workers' compensation insurance for the performance of any of the CONSULTANT's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation and shall provide NVTA with certification of all such coverages upon request by NVTA's Risk Manager.

(b) Liability insurance. CONSULTANT shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONSULTANT or any officer, agent, or employee of CONSULTANT under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONSULTANT arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONSULTANT's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONSULTANT with NVTA's Deputy Executive Director prior to commencement of performance of any of CONSULTANT's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONSULTANT shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONSULTANT not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONSULTANT under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, CONSULTANT shall provide or arrange for the insurer to provide within thirty (30) days of the request certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONSULTANT by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions

as respects NVTA, its officers, employees, agents and volunteers or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or its officers, agents, employees, volunteers, consultants and subconsultants in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other consultants or their subconsultants. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness.** CONSULTANT accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONSULTANT under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONSULTANT, shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONSULTANT's actions in this regard.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

12. **Disposition of Title and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTa, the property of and shall be promptly returned to NVTa, although CONSULTANT may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONSULTANT under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVTa shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONSULTANT shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONSULTANT shall not be relieved of liability to NVTa for damages sustained by NVTa by virtue of any breach of the Agreement by CONSULTANT whether or not the Agreement expired or was otherwise terminated, and NVTa may withhold any payments not yet made to CONSULTANT for purpose of setoff until such time as the exact amount of damages due to NVTa from CONSULTANT is determined.

13. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that parties' desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NVTa

Danielle Schmitz
Executive Director
625 Burnell Street
Napa, CA. 94559

CONSULTANT

CFM Advocates
Joel Rubin, Managing Partner
1015 15th Street NW Suite 1125
Washington, DC 20005

15. **Compliance with NVTa Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONSULTANT hereby agrees to comply, and requires its employees and subconsultants to comply, with the following policies, copies of which are on file with the Board Secretary of NVTa and incorporated by reference herein. CONSULTANT also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTa employees or consultants.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subconsultant's of CONSULTANT whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONSULTANT which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONSULTANT shall hold all such information as CONSULTANT may receive, if any, in trust and confidence, except with the prior written approval of NVTA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONSULTANT shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONSULTANT may retain for its files a copy of CONSULTANT's work product if such product has been made available to the public by NVTA.

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONSULTANT; therefore, CONSULTANT shall not assign any interest in this Agreement or subcontract any of the services CONSULTANT is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONSULTANT, or to perform any of the remaining services required under this Agreement within the same time frame required of CONSULTANT shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

(b) Effect of Change in Status. If CONSULTANT changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONSULTANT. Failure of CONSULTANT to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. Only NVTa, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONSULTANT to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws.** The CONSULTANT shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONSULTANT and its subconsultant's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONSULTANT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section

7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONSULTANT services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONSULTANT and any of its subconsultant's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONSULTANT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONSULTANT performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONSULTANT shall make the required documentation available upon request to NVTA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONSULTANT under this Agreement are subcontracted to a third party; CONSULTANT shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subconsultant.

21. **Taxes.** CONSULTANT agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California because of CONSULTANT's failure to pay or withhold, when due, all such taxes and obligations. If NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONSULTANT agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONSULTANT which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONSULTANT shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other authorized work hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract.** CONSULTANT and NVTa each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONSULTANT hereby covenants that it presently has no interest not disclosed to NVTa and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTa may consent to in writing prior to the acquisition by CONSULTANT of such conflict. CONSULTANT further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTa relating to this Agreement. CONSULTANT agrees that if such financial interest does exist at the inception of this Agreement, NVTa may terminate this Agreement immediately upon giving written notice without further obligation by NVTa to CONSULTANT under this Agreement.

(b) Statements of Economic Interest. CONSULTANT acknowledges and understands that NVTa has developed and approved a Conflict of Interest Code as required by state law which requires CONSULTANT to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTa Executive Director has determined in writing that CONSULTANT, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONSULTANT agrees to timely comply with all filing obligations for a consultant under NVTa's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVTa from publishing or otherwise distributing applications and information regarding NVTa job openings where such publication or distribution is directed to the general public.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties regarding this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

30. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

“NVTA”

“CONSULTANT”

CFM Strategic Communications Inc., dba
CFM Advocates

By _____
DANIELLE SCHMITZ, Executive Director

By _____
JOEL A. RUBIN, Partner, Signature

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
OSMAN MUFTI, NVTA General Counsel

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide NVTa with the following, not limited to, services:

- A. Act as a federal lobbyist to Napa Valley Transportation Authority (NVTa) including the Vine public transit system and the Napa Valley Transportation Authority-Tax Agency (NVTa-TA).
- B. Lobbyist will provide advice and interpretation on legislative and regulatory matters as they apply to NVTa and its respective operations, inclusive of Napa Vine bus system and VineGo complementary paratransit public transit services. Such information may involve federal and state laws as well as state and local statutes and ordinances.
- C. Typical Duties (not exhaustive):
- Identify and devise strategies to successfully secure federal funding for the NVTa.
 - Monitor, review, identify and advise with recommendations both verbally and in writing on the potential impact of emerging, proposed and current federal legislation, policies and regulations on Napa County transportation and related services.
 - Assist in the development for advancing actions at the federal level that are beneficial to NVTa, including drafting legislation, developing and managing strategies to successfully achieve passage of legislation. Assist in the development of NVTa's annual federal legislative platform
 - Represent and advocate on behalf of the County and NVTa in its dealings with relevant Federal agencies and related interests' groups including but not limited to:
 - 1) Congress,
 - 2) The Administration (including but not limited to Federal Highway Administration and Federal Transit Administration).
 - 3) Individual Members of Congress- the House and Senate and their respective staff members, and
 - 4) Other agencies and organizations as warranted.
 - Monitor and advise on behalf of NVTa in its dealings with relevant Federal measures or referenda that would affect NVTa and provide recommendations Identify and evaluate the potential impact of proposed legislation, policies, and regulations on NVTa.
 - Arrange appointments with Federal legislators and Federal agency representatives.
 - Solicit input from Federal representatives on issues concerning NVTa and report it to staff as appropriate.
 - Assist NVTa staff in obtaining Letters of Support in a timely manner for agency grant application submittals.
 - Maintain knowledge of issues concerning NVTa and Vine systems and be prepared to offer advice and advocacy support.

- Be proactive in monitoring and identifying Federal funding opportunities such as the Federal Appropriations process, federal law, and grants. Notify staff of relevant Federal grant opportunities.
- Meet with the Board of Directors or its individual members or staff members as needed.
- Coordinate with legislative advocates for other public agencies such as American Public Transportation Association, National Association of City Transportation Officials, as needed.

D. Specific Duties:

- Prepare monthly legislative updates to the NVTB Board that include federal budget, and other legislative or regulatory activities that could affect the financial position or operations of the agency, and track legislation and regulations of interest.
- Physically attend an annual meeting at the agency at the beginning of each legislative session to review bills of interest and other pertinent issues.
- Provide input into NVTB annual legislative program.
- Assist in drafting legislation on behalf of NVTB.
- Testify before legislative committees and/or regulatory bodies on behalf of NVTB.
- Advise NVTB about federal funding opportunities to help deliver NVTB's programs and high priority projects.

E. Other:

- Related responsibilities as needed.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONSULTANT for or under the direction of NVTB pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Rebecca Schenck, Director of Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Electric Vehicle (EV) Fleet Program Terms and Conditions Contract with Pacific Gas and Electric

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and allow for minor modifications to the Electric Vehicle Deployment Commitment and Electric Vehicle Fleet Program Terms and Conditions (Attachment 1).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

In the City of Calistoga, NVTA operates the Route 10 and the Calistoga Shuttle. NVTA recently purchased Gillig 40ft electric buses for the Route 10 and applied for federal funding (5310 program) to purchase one small electric vehicle for a future Calistoga Shuttle. To operate these battery powered vehicles, and in case of emergencies, NVTA will need to add an electric vehicle charger in Calistoga.

The electrical infrastructure to charge these buses is costly. PG&E recognizes this and created the EV Fleet Ready Program to make it more cost-effective to install the necessary charging infrastructure.

FISCAL IMPACT

Is there a Fiscal Impact? Yes, NVTA will receive a rebate from PG&E of a maximum of \$18,000 for up to 2 vehicles and \$25,000 for one charger over five (5) years.

By signing this contract NVRTA is committing to sharing the costs of designing and installing the electrical charging infrastructure needed at 414 Washington Street Calistoga, CA 94515. NVRTA will also need to pay a contractor to move one ChargePoint Express Charger to Calistoga.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action includes construction of the electric infrastructure in the City of Calistoga and NVRTA will work with the City of Calistoga to get the necessary CEQA clearances.

BACKGROUND

NVRTA is moving towards a zero-emission fleet in part because the California Air Resource Board (CARB) established a statewide goal for public transit agencies to transition to 100% zero-emission bus fleets by 2040. CARB designated NVRTA as a small transit agency and NVRTA must begin purchasing zero emission buses in 2026 at a rate of 25% of new purchases. The percentage increases to 100% of new purchases in 2029.

As the same time, Clean Energy and Pollution Reduction Act (SB350) of 2015 directed the California Public Utilities Commission (CPUC) to decrease greenhouse gas emissions from the transportation sector. One way the CPUC is meeting the goals of the bill is through transportation electrification projects like the PG&E EV Fleet Ready Program. The EV Fleet Ready Program provides a financial incentive to offset the infrastructure costs. PG&E invited NVRTA to participate in this program. NVRTA qualified for up to \$43,000 to cover the cost of NVRTA owned electric charging infrastructure.

ALTERNATIVES

Without the financial assistance from the EV Fleet Program, NVRTA and the City of Calistoga would need to fund the total cost of infrastructure necessary to charge electric vehicles without PG&E's assistance.

COUNTYWIDE STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 5 – Minimize the energy and other resources required to move people and goods.

Participation in the EV Fleet Program will help offset NVRTA's costs for the electric infrastructure needed to charge electric buses. The California Air Resource Board reports that electric buses will reduce energy consumption.

ATTACHMENTS

- (1) Electric Vehicle Deployment Commitment and Electric Vehicle (EV) Fleet Program Terms and Conditions EV Fleet Program Terms and Conditions ("Contract")
- (2) Site Map



Clean Energy Transportation
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

September 16, 2025

Napa Valley Transportation Authority
414 Washington St
Calistoga, CA 94515

RE: **FLEET012333481**

Dear Rebecca Schenck,

Congratulations! We are pleased to extend **Napa Valley Transportation Authority** an invitation to join PG&E's EV Fleet Electrification program. Upon your completion of the action items below, we will move your project into the design phase and begin the engineering, design and construction plans for **414 Washington St, Calistoga, CA 94515**. Please note, future changes to the project scope may change your eligibility for the program.

Included in this contract are the following items:

- **Cover Letter**
 - Offer Description
 - EV Charger Rebate
 - Preliminary Design (also attached as PDF)
- **Letter of Commitment**
 - EV Deployment Commitment
- **EV Fleet Program Terms and Conditions ("Contract")**
- **Exhibit A: Project Scope**
- **Appendices**
 - Appendix A: PG&E EV Fleet Program Participant Data Reporting Requirements
 - Appendix B: CPUC's Safety Requirements Checklist for CPUC-Approved Transportation Electrification Programs

Immediate Action Items:

- Review the entire document
- Sign and return the Letter of Commitment and Contract
- Provide proof of commitment (as defined below) for appropriate vehicles

By signing the Letter of Commitment and the Contract, I hereby confirm my participation in PG&E's Fleet Electrification program and acknowledge that:

- I agree to install the number of EV Supply Equipment (EVSE or "EV charger") specified in Exhibit A of the Contract;
- Upon execution of the Contract, PG&E will begin incurring design fees and costs as my project moves forward;
- If I withdraw from the program prior to the site being activated, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of the Contract, including but not limited to, design cost, site walk costs, etc.;
- PG&E may need to conduct a comprehensive design site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel my participation in the program;

- If I request to make changes to the scope or design of the project, then PG&E reserves the right to recover all costs associated with that change, such as redesign costs;
- If I do not submit required documentation (e.g., signed easement) or fail to move this project forward for a period of 90 days or more, then PG&E may consider this an abandonment of this Contract and reserves the right to cancel my participation in the program and recover all costs incurred; and
- My EV chargers meet the Safety Checklist requirements and have networking protocols (as described in Appendix A and Appendix B). I agree to ensure that EVSE network connectivity is in good condition for at least five years from the date of activation.

Offer Description

After careful consideration of the project costs and scope of work, PG&E has determined you are eligible for the **Make-Ready Incentive Option**. PG&E will design, construct, own, and maintain any necessary EV supply infrastructure to the meter only. **Napa Valley Transportation Authority** will design, build, own, operate, and maintain the EV supply infrastructure behind the meter, hereafter referred to as customer-owned make-ready infrastructure. PG&E provides an incentive that is equal to the lesser amount of either: (i) 80% of the customer-owned make-ready infrastructure costs or (ii) the incentive cap of **\$34,000.00** as described in the table below. Project documentation should be submitted to your Project Manager within 90 days of site activation to initiate the incentive payment process.

EV Supply Infrastructure Incentive		
Applies to Site Hosts who pay for, own, and maintain EV Supply Infrastructure		
Vehicle Type	Per Vehicle Incentive	# of Vehicles
Transit Bus or Class 8 Vehicle	\$9,000.00 per Vehicle	2
School Buses, Local Delivery Trucks, or Other Vehicles	\$4,000.00 per Vehicle	4
Vehicle Type (Total)	Incentive (Total)	Incentive Total
Total # of Vehicles 6	Lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described above, on a per vehicle basis	Maximum of \$34,000.00

EV Charger Rebate

You may also qualify for a rebate of up to **\$55,000.00**, capped at 50% of the purchase cost, for qualified EV chargers for your fleet. EV chargers are only eligible for rebates if they are listed on PG&E's approved EVSE vendor list at the time of installation. All rebate claim documentation must be submitted to PG&E no later than March 31, 2028 to be eligible for rebates. The EV Fleet program will not be able to issue rebates for EV chargers acquired after March 2028.

EV Charger Rebate		
Applies to Site Hosts that are transit agencies, schools, or located in disadvantaged communities.		
Power output	Rebate	# of Chargers
66.5 kW	50% of the cost of the charger, up to \$25,000.00 per EVSE	1
20.8 kW	50% of the cost of the charger, up to \$15,000.00 per EVSE	2
Total 108 kW	Total Capped Rebate Amount of up to \$55,000.00	3

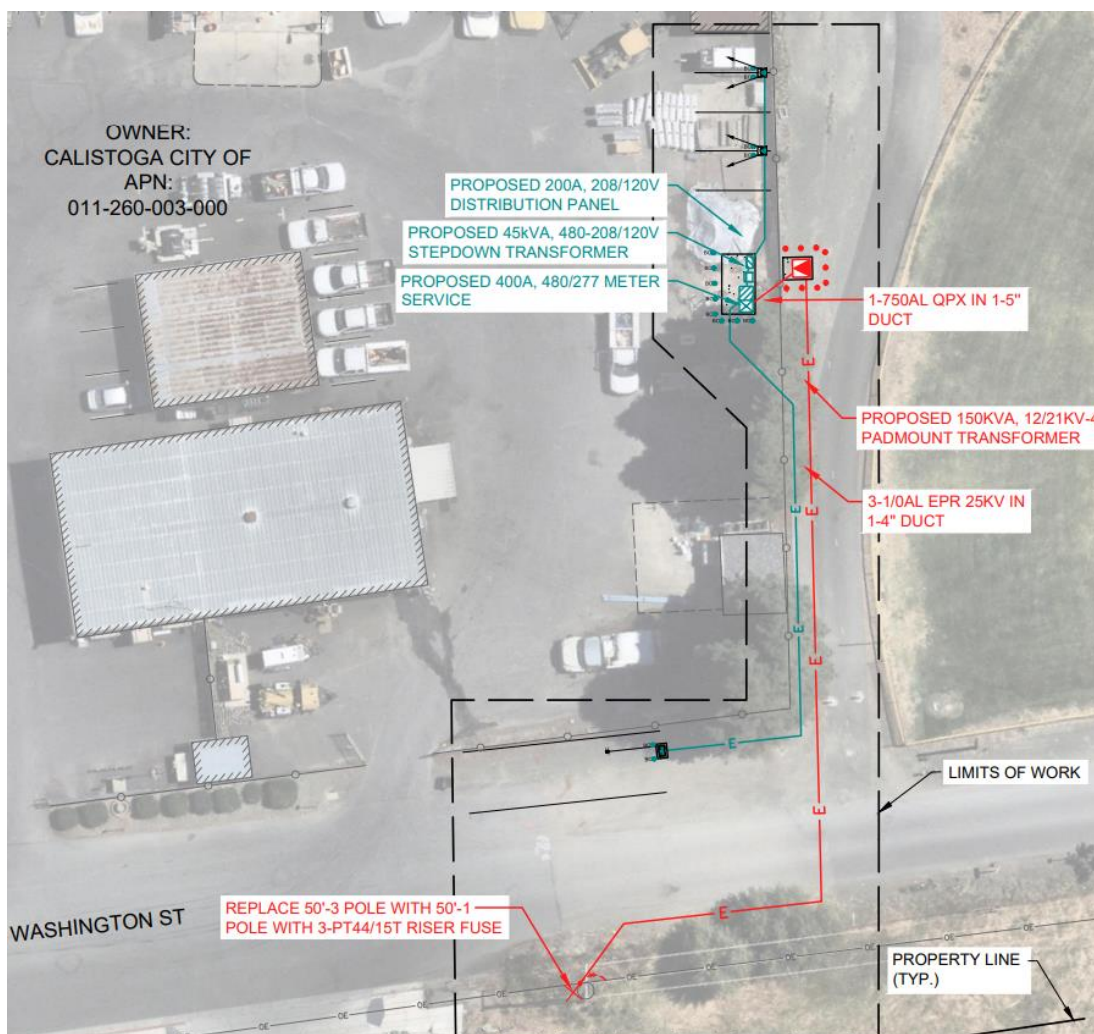
As a reminder, to participate in the EV Fleet program, your EV chargers, also known as EV supply equipment, at a minimum must meet the EV Fleet Program Data Reporting requirements outlined in Appendix A and the Safety Checklist requirements outlined in Appendix B. In addition, the EV chargers must at least meet the following network communications requirements:

- Electric Vehicle Supply Equipment (EVSE) shall have metering capability through an internal device and shall be able to measure power and usage parameters to enable reporting of the metrics in the Contractor Requirement section.
- After loss of power, provided the EVSE connector to vehicle has not been removed, the EVSE shall return to its post-configuration state (i.e., shall persist communication and registration configurations. This does not include continuing user sessions when authorization is required to start a session).
- EVSE shall provide a reset option, which returns the device to its pre-charge state (e.g., card or message- not user accessible).

Preliminary Design

The preliminary design for your project is below and has also been provided as a PDF along with this contract. Please note that any requests to change the scope of the project may result in redesign costs to you of up to \$15,000 per request. Examples of changes to scope include requests to modify the number or type of charger being deployed or modify the location of the meter.

PG&E may opt to utilize existing infrastructure, including existing conduit, in order to minimize project costs as indicated by the word “existing” on any components on the Preliminary Design.





STALL AND STATION COUNT	
PROPOSED EV CHARGING	QUANTITY
FLEET STALLS	5
TOTAL	5
EV CHARGING STATIONS	QUANTITY
LEVEL 2 (12 KW NOMINAL / 10.4 KW ACTUAL) DUAL PORT - PEDESTAL MOUNT	2
LEVEL 3 (62.5 KW NOMINAL / 66.5 KW ACTUAL) SINGLE PORT - PEDESTAL MOUNT	1
TOTAL	3
ANTICIPATED LOAD	TOTAL KW
CHARGEPOINT CPE250 @ 66.54 KW	66.5
CHARGEPOINT CPF50 @ 10.4 KW PER PORT	41.6
CHARGER BANK DEMAND LOAD (AMPS @ 480V)	130.0

Next Steps:

We respectfully request that you return your signed contract as soon as possible. After we receive your signed contract, I will introduce you to your Project Manager, who will lead you through the design and construction process for your site.

Thank you for your participation in this exciting program! You are taking an important step to support California's ambitious climate and air quality goals, and we appreciate that you have elected to work with PG&E to electrify your fleet.

Please contact me if you have any questions.

Thanks,
Tim

Tim O'Neill
(209) 401-8189
tko2@pge.com
Electric Vehicle Customer Onboarding Specialist
Pacific Gas and Electric Company





Clean Energy Transportation
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

September 16, 2025

Clean Energy Transportation
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

Re: Electric Vehicle Deployment Commitment for Napa Valley Transportation Authority (FLEET012333481)

Dear Pacific Gas and Electric Company,

Napa Valley Transportation Authority and PG&E have worked together and agreed on a contract under which Napa Valley Transportation Authority purchases electric fleet vehicles and PG&E performs make-ready infrastructure work and, if qualified, provides EV charger rebates and infrastructure incentives.

Napa Valley Transportation Authority has received approval from our internal decision makers and commits to purchase **6** electric vehicles by December 31, 2029. We plan to purchase and deploy the vehicles during the following timeline:

Electric Vehicle Deployment Schedule						
Description	2025	2026	2027	2028	2029	Total
Transit Bus (Public Use)	0	2	0	0	0	2
Medium Duty Vehicle	0	0	4	0	0	4

By signing the Letter of Commitment and the Contract, Napa Valley Transportation Authority understands that, in accordance with the section titled '**Vehicle Purchase Plans**', Napa Valley Transportation Authority is responsible for realizing the number and type of EV Fleet vehicles that have been indicated in Exhibit A of the aforementioned Contract regardless of the decision of granting agencies. These vehicles will be domiciled at 414 Washington St, Calistoga, CA 94515.

If Napa Valley Transportation Authority does not put into operation the number of vehicles stated in the section above, PG&E in its sole discretion may require Napa Valley Transportation Authority to reimburse PG&E for costs incurred by PG&E associated with PG&E's reliance on my commitment to install infrastructure, such as costs of equipment, site design, and installation. Additionally, if the first vehicle deployment is planned for 2028, Napa Valley Transportation Authority understands that at least two vehicles must be deployed by **June 30, 2028** in order to meet EV Fleet's minimum eligibility requirements. If this requirement is not met, PG&E in its sole discretion may require Napa Valley Transportation Authority to reimburse PG&E for costs incurred by PG&E associated with PG&E's reliance on my commitment to install infrastructure, such as costs of equipment, site design, and installation.

Sincerely,

Signature

Print

Title

Napa Valley Transportation Authority

Company Name

Date

EV Fleet Program Terms and Conditions (“Contract”)

Definitions

As used in this Contract, the following terms have the following meanings:

Disadvantaged Community: Census tracts in PG&E's service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0.

EV Service Connection: Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers, and associated substructures from the utility distribution system. Also referred to as “To the Meter” (TTM) infrastructure.

EV Supply Infrastructure: Infrastructure from the meter (“but not including the meter”) to the parking space, which may include an electrical panel, cable, and conduit necessary to deliver power to the parking space. Also referred to as “Behind the Meter” (BTM) infrastructure.

Electric Vehicle Supply Equipment (EVSE): Equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle chargers, connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises wiring to the electric vehicle.

EVSE Package: EVSE hardware, software, and network services.

EV Service Provider (EVSP): A company that provides EV charging solutions to Customer, including but not limited to network services, billing, and customer support.

Operation and Maintenance (O&M): O&M includes, but is not limited to, network fees, resetting of breakers, replacement of parts, and associated services necessary to keep the EVSE and/or EV Supply Infrastructure operational.

Premises: Premises includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of or adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by PG&E to determine where service could be provided and at what cost. PG&E may agree to include some or all of the Premises in the EV Fleet Program. Multiple Premises may be listed in Exhibit A.

Rate Plan: The PG&E electric rate that Customer pays for using EVSE. Detail on PG&E rates and eligibility criteria can be found at www.pge.com/tariffs.

Customer: The entity participating in the EV Fleet Program that owns, leases, or manages the Premises where the EVSE Packages are installed. Customer will receive the bill for the energy delivered to the EVSE Package.

Specific Terms

Acknowledgement and Term: All parties agree to abide by the terms and conditions of this Contract for participation in the EV Fleet Program (part of California Public Utilities Commission, or “CPUC”, Decision Number 18-05-040 issued May 31, 2018), including all requirements included by reference. The duration of this Contract (the “Term”) will commence on the date Customer's EVSE Package becomes operational and will continue in effect for ten (10) years thereafter (unless otherwise earlier terminated pursuant to the terms herein). PG&E will inform Customer in writing when the EVSE Package becomes operational.

Ownership: Customer has two options for ownership of EV Supply Infrastructure. Ownership of other components is listed below for reference. Sections in this Contract labeled “Customer Owned EV Supply Infrastructure” or “PG&E Owned EV Supply Infrastructure” will apply depending on the ownership option a Customer selects. Customer should indicate their ownership option in the Cover Letter provided to the customer. All other terms are common to both ownership options.

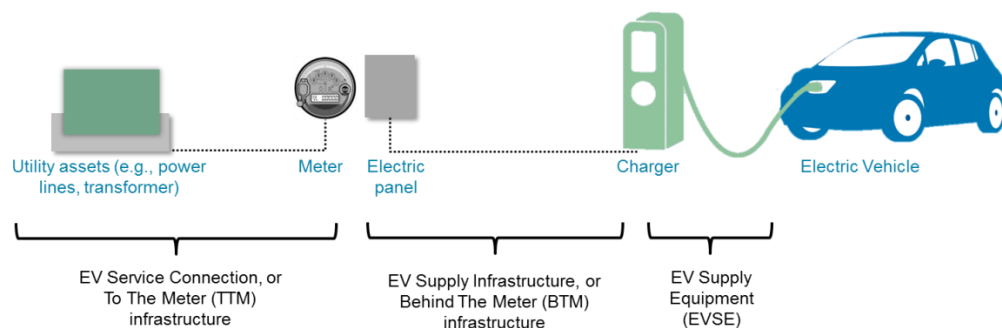
EV Service Connection: PG&E always constructs, owns, operates, and maintains the EV Service Connection when necessary. PG&E may opt to utilize existing infrastructure, including customer-owned conduits, in order to minimize project costs. This will be indicated in the accompanying Preliminary Design. In some cases, the customer may opt to use an existing service connection, in which case no work will be completed by PG&E.

EV Supply Infrastructure: Customer may have two options for EV Supply Infrastructure ownership:

1. **PG&E Owned:** PG&E constructs, owns, and maintains the EV Supply Infrastructure. PG&E covers costs in accordance with CPUC requirements.
2. **Customer Owned:** Customer is responsible for construction and maintenance of EV Supply Infrastructure and receives an incentive in accordance with CPUC requirements.

EV Supply Equipment (EVSE): Customer always installs, owns, operates, and maintains the EVSE.

High level EV infrastructure configuration and terminology



Selection of EVSE Package: Upon approval of application by PG&E, Customer shall select and procure an EVSE Package from the PG&E approved product list. PG&E will share approved product list with Customer. Customer shall install, operate, and maintain the number and type of the EVSE Package, associated equipment, and signage as selected by Customer and approved by PG&E. Customer acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the EVSE Package. Customer agrees that PG&E has no liability whatsoever concerning the quality and safety of such EVSE Package. At PG&E sole discretion, Customer may use an EVSE Package that is not on the approved product list. If EVSE Package is not on the approved product list, EVSE Package must be compliant with minimum requirements. These minimum requirements are attached to this Contract, as applicable. In addition to these requirements, EVSE Package must be ISO15118-ready, with the exception of equipment that will be used to charge off-road vehicles. Customer agrees to provide all information requested by PG&E about non-approved EVSE Packages, including but not limited to technical and safety specifications.

EVSE Rebate: Customer may qualify for a rebate of EVSE, in accordance with the CPUC requirements. Rebate amounts will vary in accordance with the CPUC requirements. Rebates will be paid after (1) Customer provides proof of purchase of EVSE Package, (2) at PG&E discretion PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational. All EVSE rebate claims must be submitted no later than March 31, 2028. Any EVSE acquired after March 2028 will not be eligible for rebate.

Additional Services from EVSP: Separate and apart from the application and PG&E's obligations under the EV Fleet Program, the EVSP selected by Customer may offer and contract directly with the Customer to provide any additional or complementary services, as long as these services do not interfere with the objectives of the EV Fleet Program as fully described in the CPUC decision. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by PG&E, unless they are complementary services necessary to support the EV Fleet Program objectives and are approved by PG&E in writing.

EV Drivers' Right to Access: Customer shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Customer may decide to make the EVSE available only to its employees, tenants, or lessors; under the terms of the EV Fleet Program, Customer decides whether to make the EVSE available to other 3rd parties.

Accessibility Requirements: The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Customer understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Customer understands and accepts that changes to initial design representations may occur during the design, construction, and operational phases of the EVSE as may be dictated by design constraints, by law or regulation, or by local jurisdictional authorities.

Easement Requirement: An easement may be required to maintain PG&E owned facilities. PG&E will use existing easements when possible to minimize encumbrances on Customer property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required when Customer application is evaluated and will communicate that to Customer. If Customer does not wish to grant an easement for one or more Premises, PG&E may remove those Premises from the EV Fleet program. If Customer accepts easement requirements, Customer agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply Infrastructure. If the EV Service Connection must cross property owned by a third party to serve Customer, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained without cost to PG&E. Customer is responsible for coordinating attainment of any easements. Customer agrees to sign and return easement to PG&E within 30 days of receipt. If the Customer does not respond within 30 days, PG&E reserves the right to rescind Customer's participation in the EV Fleet Program and recover all costs incurred. Upon termination of the Contract, PG&E shall upon written demand therefore execute and deliver to Customer a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Customer expense.

EVSE O&M: The Customer is required to maintain the EVSE for the Term. Customer will pay all O&M costs associated with the EVSE. Customer shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Customer shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance on PG&E owned infrastructure. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises. Customer will immediately shut down chargers if there is a safety issue.

Billing: Customer will be the PG&E Customer and will be served according to the applicable Rate Plan. As the Customer, Customer will be responsible for paying the PG&E bill.

Compensation: Under no conditions shall Customer or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in this Contract or for participation in any way as part of the EV Fleet Program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation.

Changing Rate Plan: Customer may change Rate Plan during the Term but must remain on a retail PG&E rate for the duration of the Term. If Customer switches to a non-retail PG&E rate during the Term, Customer shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design, and installation.

Reliability: PG&E does not guarantee uninterrupted service. Customer may pursue options to ensure that any impact to Customer operations from potential loss of power is sufficiently mitigated. Customer is responsible for the cost of any supplemental solutions to improve reliability.

Expansion of EVSE Installation: Customer may add more charging ports to their installation in the future, in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Customer must coordinate with PG&E prior to any approved installation extension. Any installations or related work performed outside of EV Fleet program will be at Customer's expense and its liability.

EVSE Replacement: Customer may replace their EVSE during the Term. Customer must notify PG&E ahead of replacement to ensure infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for the program. If adequate infrastructure does not exist, Customer must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Customer's expense and its liability.

Vehicle Purchase Plans: PG&E will work with Customer to understand its fleet electrification plans and may install infrastructure to support future vehicle purchases. In Exhibit A, Customer will provide the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. At PG&E discretion, during the Term PG&E may request evidence that Customer is operating these vehicles and associated charging in accordance with its electrification plan. If Customer is not operating vehicles consistent with its electrification plans, at PG&E discretion, Customer may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design and installation. Customer may, at any time within the Term request from PG&E projected and final costs associated with this. If Customer wishes to change its plan, Customer must provide a modified plan to PG&E. This modified plan must be mutually agreed upon by PG&E and Customer. Customer may opt to replace these vehicles with similar equipment but must operate the number and type of vehicles outlined in the electrification plan. Vehicles that are leased must be replaced with similar equipment upon termination of the lease duration.

If Customer is not the party responsible for purchasing or leasing the vehicles indicated in Exhibit A, they will acquire and provide such proof from the responsible party including the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. Customer is responsible to provide evidence of vehicle operation and associated charging during this term in accordance with the indicated electrification plans. If vehicles are not operating consistent with the indicated electrification plans, at PG&E discretion, Customer may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design, and installation.

Project Scope: Customer acknowledges that:

- Customer agrees to the high-level project scope listed in Exhibit A;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as Customer project moves forward;
- If Customer withdraws from the program, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel Customer participation in the program; and
- If Customer does not submit required documentation (e.g., signed easement if needed) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist Customer application and/or cancel participation in the program.

External Funding Sources: Customer understands that the total infrastructure and EVSE rebate and incentive amounts the Customer receives from all sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer, or otherwise, cannot exceed Customer's total cost of purchasing the EVSE, installing the EVSE, and constructing the EV Supply Infrastructure.

Customer agrees to keep records of all infrastructure and EVSE incentives and rebates received for Customer's EV Fleet project. Customer understands that PG&E may request and review said records up to one year after project completion date. If rebates and incentives received exceed incurred project cost, PG&E may inform all other funding sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer, or other, of the violation, including the name of the Customer, a description of the project, and details regarding the excessive rebates and incentives.

Customer Owned EV Supply Infrastructure Section

EV Supply Infrastructure Incentive: Customer qualifies for an incentive towards the cost of EV Supply Infrastructure if they choose to own and maintain the EV Supply Infrastructure. Incentive amounts will vary in accordance with the CPUC requirements. Incentive will be paid after (1) Customer provides proof of actual EV Supply Infrastructure construction cost, (2) EV Supply Infrastructure construction is complete, (3) the EVSE is operational.

Installation of EV Service Connection: PG&E and/or its contractors shall design and construct the EV Service Connection in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials located

at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Customer prior to preparation of easement for Customer review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection as needed. It will be the Customer's responsibility to provide a preliminary design of the EV Supply Infrastructure and associated electrical loads so that PG&E can provide the associated EV Service Connection design. PG&E and Customer will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. After the EVSE is operational, Customer may request a copy of "as built" designs, which will be provided by PG&E.

Installation of EV Supply Infrastructure: The Customer and/or its contractors shall construct the EV Supply Infrastructure and install the EVSE in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements, including PG&E requirements found at www.pge.com/greenbook. The Customer is responsible for (i) the costs to construct the EV Supply Infrastructure, (ii) the purchase of the EVSE Package, and (iii) installation of the EVSE. After the EVSE is operational, Customer receives incentive for EV Supply Infrastructure in accordance with terms of this Contract.

EV Supply Infrastructure O&M: If Customer owns the EV Supply Infrastructure, Customer is responsible for O&M of the EV Supply Infrastructure for the Term. Customer will pay all O&M costs associated with the EV Supply Infrastructure. Customer shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Customers Premises: PG&E shall at all times have the right to enter and leave the Customer's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Customer does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Customer to ensure this access does not unreasonably interfere with Customer's property or operations.

End of Term: At the end of the Term, the Customer will have the following options:

1. Continue operating EVSE and EV Supply Infrastructure
 - o Customer has continued responsibility for O&M of EVSE and EV Supply Infrastructure.
 - o If an easement was required for installation, easement remains in place.
 - o PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE and EV Supply Infrastructure
 - o Remove the EVSE and/or EV Supply Infrastructure at Customer's cost and expense.
 - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
 - o PG&E will require access to any energized PG&E facilities. If EV Service Connection serves other load or assets, for example building load or solar, PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and abandon facilities in place.

PG&E Owned EV Supply Infrastructure Section

Installation of Equipment: PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Customer prior to preparation of easement for Customer review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection and EV Supply Infrastructure as needed. After Customer approval of the preliminary design, PG&E will coordinate with the Customer if there are any proposed material changes. A final design with no material changes from the agreed upon design will be

provided by PG&E prior to any installation activities. PG&E and Customer will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the installation schedule require modification, PG&E shall notify Customer within a reasonable amount of time of such changes. PG&E is responsible for the costs to construct the EV Supply Infrastructure. The Customer is responsible for (i) the purchase of the EVSE Package and (ii) installation of the EVSE. Upon completion of installation of the EVSE, the Customer understands and acknowledges that it will be responsible for the O&M of the EVSE installed through the EV Fleet Program. After the EVSE is operational, Customer may request a copy of "as built" designs, which will be provided by PG&E.

EV Supply Infrastructure O&M: If PG&E owns the EV Supply Infrastructure, PG&E is responsible for O&M of the EV Supply Infrastructure for the Term. PG&E will pay all O&M costs associated with the EV Supply Infrastructure. Customer shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Customers Premises: PG&E shall at all times have the right to enter and leave the Customer's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Customer does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Customer to ensure this access does not unreasonably interfere with Customer's property or operations.

End of Term: At the end of the Term, the Customer will have the following options:

1. Continue operating EVSE
 - o Customer has continued responsibility for O&M of EVSE.
 - o If an easement was required for installation, easement remains in place.
 - o PG&E continues to own EV Service Connection and EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE
 - o Remove the EVSE at Customer's cost and expense.
 - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
 - o PG&E will require access to any energized PG&E facilities. If EV Service Connection and/or EV Supply Infrastructure serves other load or assets, for example solar, PG&E continues to own EV Service Connection and/or EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection and/or EV Supply Infrastructure serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and EV Supply Infrastructure and abandon facilities in place.

General Terms

Permission to Use Data: Customer agrees to allow PG&E and its agents and representatives to use data gathered as part of the EV Fleet Program (including usage data from the EVSE and EVSE performance data supplied directly to PG&E from the EVSP) ("Usage Data") for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations. Usage Data furnished to PG&E by the EVSP will not include any personal information as defined for the purposes of California privacy laws (including the California Privacy Rights Act, as amended ("CPRA")). Any such personal data will be deidentified (as defined by CPRA) before it is provided to PG&E. Notwithstanding the foregoing, Customer acknowledges that PG&E is required to disclose location data at census tract or 5-digit zip code level as part of its regulatory obligations to report aggregate data. Although such locations will not be identified as Customer locations in the aggregated and anonymous data disclosed by PG&E, a third party could potentially associate Customer with disclosed locations by reference to other facts and data sources.

Representations: Customer understands that its participation in EV Fleet Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Customer, PG&E, or their affiliates, contractors, vendors,

representatives, or designees, nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Customer represents and warrants that it is either (i) the fee title owner and has the ability to grant an easement (if required), or (ii) it is the authorized manager of the proposed EV Fleet Program site working with the fee title owner, it has the power, authority, and capacity to bind itself to undertake the EV Fleet Program terms and conditions and to perform each and every obligation required of Customer, and such fee title owner has the ability to grant an easement (if needed).

Changes: PG&E may initiate changes to the EV Fleet Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Customer with advance notice of any such changes. Customer has the option to opt out of the Program subject to section "Customer Removal or Termination" below.

Compliance with Laws: All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders, and decisions that relate to or govern its participation in the EV Fleet Program and/or Customer's interactions with customers in connection with the EV Fleet Program.

Failure to Comply with Terms and Conditions: Without limitation, and to the greatest extent allowed by law, PG&E and Customer reserve the right to seek damages and recovery for losses incurred due to any breach of this Contract on the part of Customer or PG&E, whether intentional or unintentional.

Relocations: Should Customer request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Customer and in accordance with any EV Fleet Program requirements, laws, regulations, or other applicable jurisdictional requirements. Additionally, if applicable and requested by PG&E, Customer shall either amend the easement to include the legal description of the new location or enter into a new easement with PG&E.

PG&E Termination or Suspension: PG&E may terminate, or for any duration suspend, Customer's participation in the EV Fleet Program, with or without cause, at any time, and for any reason, with reasonable advance notice. Such reasons may include but are not limited to failure to provide or maintain terms of easement, failure to abide by EV Fleet Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Fleet Program or PG&E's ratepayers.

Customer Removal or Termination: Should Customer request removal or termination of EVSE or parts thereof prior to expiration of the Term, then Customer shall bear the full cost and sole expense of such removal as well as all fees and costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design, and installation. Customer may, at any time within the Term, request from PG&E projected and final costs associated with such a removal request. Such costs will include all amounts paid by PG&E, divided equally over a ten-year period (e.g., if amounts total \$100k and Customer leaves after 1 year it is responsible for \$90k). If the Customer wishes to assign its rights and obligations of this Contract to a new Customer prior to the expiration of the Term, the new Customer may assume all rights and obligations for the remaining Term with PG&E consent. Such consent not to be unreasonably withheld.

Indemnification: Customer shall indemnify, hold harmless, and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Customer; (ii) injury to property or other interests of PG&E, Customer, or any third party; (iii) violation of a local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Customer's performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees.

Customer shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Customer shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract. PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Customer's physical site. PG&E agrees to work closely with Customer on any concerns that may arise related to the party who will perform work on Customer's physical site.

Insurance Requirements: Customer shall procure, carry, and maintain the following insurance coverage, and Customer is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage:

A. Personal Liability

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents, and employees with respect to liability arising out of work performed by or for the Customer; b) Be endorsed to specify that the Customer insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, state or federal, where Customer performs Work.
2. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death in each accident.

C. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury.
3. Coverage shall: a) by "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents, and employees with respect to liability arising out of or connected with the Work performed by or for the Customer. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents, and employees with respect to liability arising out of the work performed by or for the Customer are additional insureds under a blanket endorsement."; b) be endorsed to specify that the Customer's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

D. Documentation Requirements

1. Customer shall have all insurance in place before beginning any Work. Upon request, Customer shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, "Documentation") of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf.
2. The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date.
3. PG&E may inspect the original policies in Sections A or B or require copies at any time. Customer/Owner may redact non-essential exposure information from copies.
4. The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Customer's liability under this Contract.
5. Upon request, Customer shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Customer.

Dispute Resolution: After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

No Partnership: This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor shall this Contract render PG&E and Customer liable as partners, co-ventures, or principals.

Enforceability: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Customer shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.



Clean Energy Transportation
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

Integration: This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements, or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Contract.

Survival: The provisions of this Contract, which by their nature should survive expiration, cancellation, or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics, and availability of information, shall survive such expiration, cancellation, or other termination.

Notice: Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to PG&E:

Pacific Gas and Electric Company
Attn: EV Fleet Program Manager
300 Lakeside Drive
Oakland, CA 94612
Email Address: EVChargeNetwork@pge.com

If to Customer:

(Company Name)

(Street Address)

(City, Zip)

(Name)

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

Napa Valley Transportation Authority

Company Name

Signature

Print

Title

Date

Pacific Gas and Electric Company

PG&E Company Name

Signature

Print

PG&E Contract Signer Title

Date

EXHIBIT A

PROJECT SCOPE

414 Washington St, Calistoga, CA 94515

Vehicle Summary

Description	2025	2026	2027	2028	2029	Total
Transit Bus (Public Use)	0	2	0	0	0	2
Medium Duty Vehicle	0	0	4	0	0	4

Charger (EVSE) Summary

Description	2025	2026	2027	2028	2029	Total
66.5 kW (Dual Port)	0	1	0	0	0	1 EVSEs
20.8 kW (Dual Port)	0	0	2	0	0	2 EVSEs
Anticipated Load (kW)	0 kW	66.5 kW	41.6 kW	0 kW	0 kW	108 kW

Please note that your project was scoped based on the make, model, and power level of your EV chargers, as described in the preliminary design. Changes to your EV charger selection may impact the charger load of your project. **If you would like to change your charger selection, please consult with your Project Manager before charger purchase so they can ensure the alternative chargers will be compatible with your project's design.** PG&E reserves the right to recover additional costs associated with any changes you request to your project scope.

Service Description	
Main Service Size (Amps)	400
Voltage and Phase	277/480V Three Phase

Appendix A

PG&E EV FLEET PROGRAM PARTICIPANT DATA REPORTING REQUIREMENTS

EV Fleet program participants are required to provide site, equipment, and utilization data for at least 5 years from the time chargers are operational. Sites are required to install chargers with Application Program Interface (API) communication capability.

Below are the data and metrics that may be collected by PG&E through the API. PG&E will contact EVSPs after EVSEs are activated to initiate API testing. Upon activation, Customer must give consent to their EVSP to provide API data to PG&E and its agents and representatives.

Customer agrees to receive and respond to customer surveys throughout the project lifecycle including post-installation, upon request of PG&E or an associated party.

Off-road vehicles: Sites with off-road vehicles are excluded from API requirements but must install a separate meter that is dedicated for EV charging. In addition, due to the need for PG&E to report charger usage data to the CPUC, no form of generation or distributed generation (including solar and battery storage) may be installed onto this meter panel until five years after the date of project activation.

Table 1. Data collected from API

Category	Metrics
Site	<ul style="list-style-type: none"> Pricing Structure (\$/kWh, \$/hour, subscription, free, flat fee, other) (for public charging stations only) Street Address City State Zip Code
Equipment	<ul style="list-style-type: none"> EVSE Manufacturer EVSE Model EVSE Model number EVSE Serial Number EVSE ID (for public charging stations only) Demand Max (Maximum rated kW for each EVSE) Number of ports on associated EVSE Gateway or non-gateway
Sessions Data for each charging session that occurs at the site	<ul style="list-style-type: none"> Maximum rated kW of each port Start date and time of session End date and time of session Equipment outages Reason for outage Date and time of when outage started Date and time of when outage ended Number of kWh consumed during the session Average demand (kW) per session Maximum demand (kW) per session Total dollar amount charged to the driver for the charging session (for public charging stations only) Demand charge (\$/kW) (for public charging stations only) Payment type (for public charging stations only) Anonymous unique driver ID for each driver/user Vehicle Make Vehicle Model Vehicle Year Vehicle Type (BEV, PHEV)
Session Intervals 15-minute interval data for each charging session	<ul style="list-style-type: none"> Start date and time of interval End date and time of interval Number of kWh consumed during the session interval Average demand (kW) per session interval Maximum demand (kW) per session interval
Port Intervals 15-minute interval data for each port each day (96 intervals/port/day)	<ul style="list-style-type: none"> Start date and time of interval End date and time of interval Number of kWh consumed during the interval Average demand (kW) per interval Maximum demand (kW) per interval



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Electric Company®***

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Oakland, CA 94612

Appendix B

CPUC'S SAFETY REQUIREMENTS CHECKLIST FOR CPUC-APPROVED TRANSPORTATION ELECTRIFICATION PROGRAMS

SAFETY REQUIREMENTS CHECKLIST FOR CPUC-APPROVED TRANSPORTATION ELECTRIFICATION PROGRAMS

[Note: Each sponsoring utility must ensure that the following Pre-construction, Construction, and Operational standards are met and report on their compliance at quarterly Program Advisory Council meetings. These requirements are the minimum safety precautions the utilities should meet.]

Terminology Defined¹

Acronym	Definition
EV	Electric Vehicle
UL	Underwriters Laboratory
EVSE	Electric Vehicle Supply Equipment safely connects the AC electricity grid at a site to the EV. Sometimes used more broadly to refer to the charging equipment, not including the make- ready infrastructure or other charging infrastructure. May include multiple connectors to charge several EVs or to serve EVs with different types of connectors (e.g., SAE CCS and CHAdeMO)
SAE	Society of Automotive Engineers
ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction, as defined by Article 100 of the 2017 National Electric Code: An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure. ²
J-1772 Standard	An SAE standard for electrical and physical interface to facilitate a safe connection from the EVSE for conductive charging

¹ See D.18-01-024 at Appendix A.

² 2017 NEC Article 100, Definitions, includes an informational note regarding AHJ: "The phrase 'authority having jurisdiction' or its acronym AHJ, is used in National Fire Protection Association (NFPA) documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction."

Acronym	Definition
Level 1 Charging	Charging via AC electrical connection at 120 volts and up to 16 amps, or 1.9 kW.
Level 2 Charging	Charging via AC electrical connection at 208 volts or 240 volts at up to 80 amps.
DC Fast Charging	Charging via DC electrical connection using off-board AC/DC equipment at a fast rate. Not all EVs have this connector.
CHAdEMO and/or CCS Charging Connector Standards	There are three types of standard charging connectors for Direct Current Fast Charging. Vehicles capable of DC fast charging will have one of these ports on the vehicle. Other nonstandard connectors include Tesla and BYD. Most public DCFC currently deployed in California includes standard CHAdEMO and/or CCS Type 1 charging connectors.
IOU(s)	Investor Owned Utility(ies)
EVITP Training	The Electric Vehicle Infrastructure Training Program provides electricians with training for the installation of EVSE. EVITP is a collaboration of industry stakeholders, including automakers, EVSE manufacturers, educational institutions, utility companies, and electric industry professionals. More information is available at https://evitp.org .
NRTL	Nationally Recognized Testing Lab

Pre-construction: These EV charging equipment safety requirements must be specified in procurement documents:

1. Charging equipment must be certified by a Nationally Recognized Testing Lab (NRTL).
2. Infrastructure must comply with applicable safety performance requirements associated with the type of TE infrastructure being installed.
 - For light-duty vehicles, compliance with the Society of Automotive Engineers (SAE) J-1772 Standard for Level 1 or Level 2 charging. Compliance with CHAdEMO and CCS for DC fast charging would be appropriate evidence of compliance with this requirement.
 - For other types of TE infrastructure, including any non-standardized EVSE, the following basic connector safety measures will be required:
 - A passing EVSE safety performance evaluation report performed by a Nationally Recognized Testing Lab (NRTL);
 - When not connected, the vehicle inlet and the EVSE connector must be designed to prevent direct contact with any live components;
 - The vehicle inlet and EVSE connector shall be free of sharp edges and potentially injurious protrusions;
 - The coupler between the vehicle and the EVSE should avoid or mitigate any potentially hazardous conditions such as fires, electrical shock to users, or other personal injuries.
3. Infrastructure and its planned installation must comply with California Electrical Code Article 625.¹
4. Infrastructure and its planned installation must comply with the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and California Building Code Chapter 11B,² if applicable, per the AHJ where the EVSE will be installed, unless the appropriate waiver is obtained from local authorities.

¹ California Electrical Code Article 625 covers Electric Vehicle Charging System safety and standards as installed in place. California Code of Regulations, Title 24, Article 625.

² California Building Code Chapter 2 includes definition associated with electric vehicle charging stations. CBC Chapter 11B defines requirements for 'Accessibility to Public Buildings, Public Accommodations, Commercial Buildings, and Public Housing.'

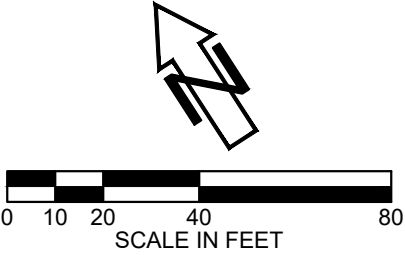
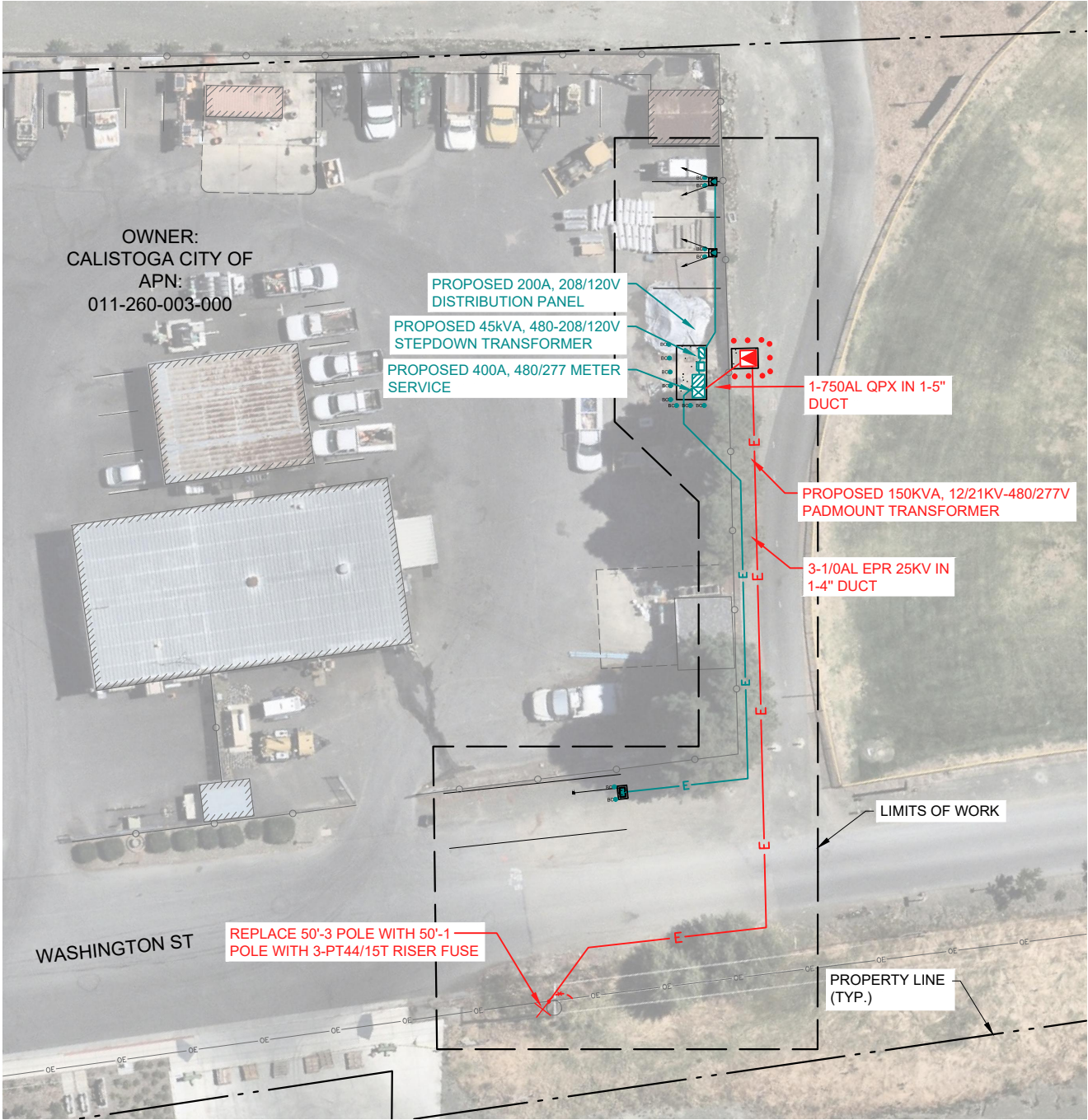
5. Outdoor-mounted EVSE must be rated to be installed for outdoor use.
6. For utility infrastructure work on the customer side of the meter, contractors must provide proof of EVITP Certification prior to construction.
7. Contractors must provide the utility proof of a full site assessment, including the appropriate load calculations to ensure existing infrastructure can accommodate additional EV load, or that appropriate infrastructure upgrades will be completed.

During Construction:

1. All utility infrastructure work on the customer side of the meter not performed by employees of the IOUs shall be performed by fully licensed electricians. For commercial installations, all electrical contractors should hold a valid C-10 contractor's license.
2. Installations will be designed per Article 625 of the California Electrical Code.

Operational Safety:

1. Overcurrent protection associated with utility transformers and distribution circuits that feed power to the charging stations.
2. Overcurrent protection in the meter pedestal/circuit breaker panel that feeds each of the charging stations.
3. Bollard equipment protection installed where appropriate as defined by utility design standards and AHJ requirements.
4. Concrete parking stops to protect equipment where appropriate as defined by utility design standards and AHJ requirements.



PROPOSED SYMBOL LEGEND:

- BO BTM BOLLARD
- TTM BOLLARD
- BTM CHARGERPOINT [CPF50] DUAL PORT EVSE
- BTM CHARGERPOINT [CPE250C] SINGLE PORT EVSE
- BTM DISTRIBUTION PANEL
- BTM METER SERVICE (COMBINATION)
- BTM STEP DOWN TRANSFORMER
- TTM PAD MOUNT TRANSFORMER
- TTM RISER POLE
- TTM UNDERGROUND CONDUIT LINE
- BTM UNDERGROUND CONDUIT LINE
- LIMITS OF WORK
- CONCRETE

BILL OF MATERIALS		
ITEM	UNIT	QUANTITY
TTM 150KVA, 12/21KV-480/277V, 3Ø, PAD MOUNT TRANSFORMER WITH CONCRETE PAD	EACH	1
TTM 50'-1 POLE	EACH	1
TTM PT44/15T FUSE	EACH	3
BTM 400A, 480/277V, 3Ø, METER SERVICE (COMBINATION) - PEDESTAL MOUNT	EACH	1
BTM 200A, 208/120V, 3Ø, DISTRIBUTION - PEDESTAL MOUNT	EACH	1
BTM 45KVA, 480-208/120V, 3Ø, STEP DOWN TRANSFORMER - PEDESTAL MOUNT	EACH	1
BTM 1" PVC CONDUIT	LF	20
BTM 1-1/2" PVC CONDUIT	LF	240
BTM 2" PVC CONDUIT	LF	13
TTM 4" PVC CONDUIT	LF	210
TTM 5" PVC CONDUIT	LF	20
BTM (4) #3 AWG THWN-2 CU + (1) #8 AWG THWN-2 CU EGC	LF	270
BTM (3) #4 AWG THWN-2 CU + (1) #8 AWG THWN-2 CU EGC	LF	25
BTM (4) 3/0 AWG THWN-2 CU + (1) #4 AWG THWN-2 CU EGC	LF	25
TTM 1/0AL EPR	LF	790
TTM 750AL QPX	LF	30
TTM 36" WIDE OPEN CUT TRENCH - HARDSCAPE	LF	20
TTM 36" WIDE OPEN CUT TRENCH - SOFTSCAPE	LF	210
BTM 24" WIDE OPEN CUT TRENCH - SOFTSCAPE	LF	185
TTM RESTORE ASPHALT PAVEMENT	SF	60
TTM RESTORE SOFTSCAPE	SF	625
BTM RESTORE SOFTSCAPE	SF	370
TTM BOLLARD	EACH	9
BTM BOLLARD	EACH	14
BTM EV CHARGER FOUNDATION	EACH	3

STALL AND STATION COUNT	
PROPOSED EV CHARGING	QUANTITY
FLEET STALLS	5
TOTAL	5
EV CHARGING STATIONS	QUANTITY
LEVEL 2 (12 KW NOMINAL / 10.4 KW ACTUAL) DUAL PORT - PEDESTAL MOUNT	2
LEVEL 3 (62.5 KW NOMINAL / 66.5 KW ACTUAL) SINGLE PORT - PEDESTAL MOUNT	1
TOTAL	3
ANTICIPATED LOAD	TOTAL KW
CHARGEPOINT CPE250 @ 66.54 KW	66.5
CHARGEPOINT CPF50 @ 10.4 KW PER PORT	41.6
CHARGER BANK DEMAND LOAD (AMPS @ 480V)	130.0





CONSULTANT

Blair, Church & Flynn
Consulting Engineers
481 Civic Avenue,
Suite 200
Clovis, California 93612
Tel (509) 326-1400
Fax (509) 326-1500

PG&E EV FLEET CHARGING PROGRAM

NAPA VALLEY TRANSPORTATION AUTHORITY
414 WASHINGTON ST, CALISTOGA, CALIFORNIA, 94515
PRELIMINARY DESIGN

FLEET012333481

DR. BY CH. BY DATE SCALE: AS NOTED	BVS CRB 09-12-2025	SHEET NO. 1 OF 1 SHEETS
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NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Addrell Coleman, Associate Planner
(707) 259-8235 / Email: acoleman@nvta.ca.gov
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

STIP PLANNING, PROGRAMMING & MONITORING PROGRAM
FUND TRANSFER AGREEMENT

ATTACHMENT 2
NVTA Agenda Item 10.6
October 15, 2025

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



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Addrell Coleman, Associate Planner
(707) 259-8235 / Email: acoleman@nvta.ca.gov
SUBJECT: Resolution No. 25-14 Redwood Park & Ride Improvements Project
Pre-Approval and Authorization to Program Senate Bill 1 (SB 1) Local
Partnership Program (LPP) Funds as Matching Funds

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve:

- 1) Resolution No. 25-14 (Attachment 1) Pre-approving the Redwood Park and Ride Improvements Project; and
- 2) Authorizing the agency to program Senate Bill 1 (SB 1) Local Partnership Program (LPP) formulaic funds from the 2022 Program (Cycle 4) as matching funds for project construction.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Redwood Park and Ride Improvements Project will add a prefabricated restroom facility, wayfinding signage, and upgraded striping and paving along both the Vine Trail and the park-and-ride lot, enhancing operations for Vine Transit while improving safety, accessibility, and amenities for riders, bus operators, and Vine Trail users. The total estimated cost for this project is \$1,400,000. Staff is requesting pre-approval of the project to meet funding deadlines and to submit a CEQA Notice of Exemption for budgetary programming purposes.

NVTA has \$538,000 remaining in formulaic Local Partnership Program (LPP) funds from the 2022 program cycle. Projects under the LPP 2022 program must be nominated by April 30, 2026 and allocated by June 30, 2026. If these deadlines are not met, the funds will lapse.

To ensure a timely commitment of funds, staff is requesting local support from the board to program the remaining Cycle 4 LPP funds as the match to Federal Transit Administration (FTA) funds for the Redwood Park and Ride Improvements Project. The goal is to advance the project for approval at the January 2026 California Transportation Commission (CTC) meeting for both project nomination and allocation, with all required documentation due to CTC staff by the first week of December.

FISCAL IMPACT

Is there a fiscal impact? No, not for this action. Staff will return to the Board at a future period to approve award for a construction contract after bids are received.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: Staff has reviewed the proposed Redwood Park and Ride Improvements Project and determined it is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) and Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines. Staff recommends the Board approve the project and direct staff to file a Notice of Exemption (NOE).

BACKGROUND

The Redwood Park and Ride Project will deliver critical upgrades to NVTA's existing commuter facility at Redwood Road in Napa, providing safer, more accessible, and modernized amenities for transit riders, carpool users, bus drivers and trail users. Improvements include installation of upgraded lighting, new electronic transit information display signs, and the addition of a restroom. The project also incorporates new signage, bike parking, and site improvements that enhance connectivity with Vine Transit services while reducing travel mode conflict points in the facility. Together, these enhancements will extend the useful life of the facility and provide a more comfortable, reliable experience for daily commuters.

The total project cost, covering all phases from design through construction, is estimated at \$1.4 million. Following the re-bid of the construction contract, NVTA staff will return to the Board to request approval of a construction award.

The Local Partnership Program (LPP) is a state funding program created under Senate Bill 1 (SB 1, the Road Repair and Accountability Act of 2017). It rewards and supplements

counties and cities that raise their own transportation revenues through voter-approved sales taxes, tolls, or fees. Napa Valley Transportation Authority (NVTa) qualifies for formulaic LPP funds because Napa County is a “self-help county” with a voter-approved local transportation sales tax measure. This allows NVTa to leverage state funds for regional roadway, safety, transit and active transportation improvement projects.

LPP formulaic funds are distributed in two-year cycles and require a 1:1 local match. The California Transportation Commission (CTC) established the 2022 Formulaic Program for Fiscal Years 2023–24 and 2024–25. For this cycle, projects must be nominated by April 30, 2026, and allocated by June 30, 2026 (end of FY 2025–26). If these deadlines are not met, the funds will revert to the state.

Table 1: Redwood Park and Ride Capital Improvements Fund Sources

Fund Source	Amount
Transit Program Improvement (TPI) Grant	\$500,000
LPP 2022 Program Formula Funds	\$538,000
Regional Measure 3	\$362,000
Total Funding	\$1,400,000

ALTERNATIVES

Without approval, the Redwood Park and Ride project would be delayed until other funds are identified. Additionally, the balance of the 2022 LPP formula funds of \$538,000 included in this proposed action would lapse and return to the State if not programmed by April 30th, 2025.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

NVTa is utilizing LPP funds to match a competitive grant award, without this funding, NVTa would need to identify other funds as a local match, which could delay the projects.

ATTACHMENT(S)

- (1) Resolution No. 25-14
- (2) Redwood Park and Ride CEQA Notice of Exemption Form

RESOLUTION No. 25-14

**A RESOLUTION APPROVING THE REDWOOD PARK & RIDE PROJECT,
AUTHORIZING PROGRAMMING OF SENATE BILL 1 LOCAL PARTNERSHIP
PROGRAM FUNDS, AND AUTHORIZING NOMINATION OF THE PROJECT FOR
THE 2022 LOCAL PARTNERSHIP PROGRAM (LPP) GRANT**

WHEREAS, the Napa Valley Transportation Authority (NVTa) passed Measure T in 2012, a half-cent sales tax dedicated solely to transportation improvements, and

WHEREAS, the Road Repair and Accountability Act of 2017 (Senate Bill 1) created the Local Partnership Program; and

WHEREAS, the Local Partnership Program provides \$200 million annually in matching funds to support local transportation investments; and

WHEREAS, the 2022 Local Partnership Program distributes matching funds via a 60% formula and 40% competitive program to cities and counties with voter approved tax measures; and

WHEREAS, NVTa in its capacity as a taxing authority and eligible applicant can nominate projects for funding in the Local Partnership Program; and

WHEREAS, the cycle of the 2022 Local Partnership Program covers Fiscal Years 2023-24 and 2024-25; and

WHEREAS, the Redwood Park & Ride Improvements Project consists of restriping, signage improvements, and installation of a prefabricated restroom facility, all of which are minor improvements to existing public facilities; and

WHEREAS, NVTa staff has determined that the Redwood Park & Ride Improvements Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and Section 15303 (New Construction or Conversion of Small Structures).

NOW THEREFORE BE IT RESOLVED that the NVTa Board hereby approves the Redwood Park & Ride Improvements Project, finds the project categorically exempt under CEQA Guidelines Section 15301 and 15303, and directs staff to file a Notice of Exemption with the Napa County Clerk and the Governors Office of Land Use and Climate Innovation.

BE IT FURTHER RESOLVED that the NVTa Board authorizes the Executive Director to nominate Redwood Park & Ride Improvements as NVTa's priority project to receive Local Partnership Program Funding and make any administrative changes to the application as needed.

BE IT FURTHER RESOLVED that NVTa will secure any matching funds and understands that the Local Partnership Program funding for the project is fixed at the CTC approved programmed amount, and that any cost increases must be funded by NVTa from other funds, and that NVTa does not expect any cost increases to be funded with additional Local Partnership Program funding.

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

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Napa

900 Coombs Street, Room 116

Napa, CA 94559

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

2000 Redwood Rd & 3416 Solano Ave, Napa, CA 94558 - North of Redwood Road, east of Solano Avenue, and west of SR 29

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); Class 1, Existing Facilities

☒ Categorical Exemption. State type and section number: Class 3, New Construction of Small Structures

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Grant Bailey, Program Manager – Engineer
(707) 259-5951 / Email: gbailey@nvta.ca.gov
SUBJECT: Purchase Order 25-P5109 and Sole Source Authorization for Automated Restroom for Redwood Park & Ride Project

RECOMMENDATION

That the NVTA Board authorize the Executive Director to execute a purchase order to Exeloo Corp. in the amount not to exceed \$362,000 for one Jupiter Platinum Triple Toilet for installation at the Redwood Park & Ride and approve a sole source finding.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Staff recommends awarding a purchase order to Exeloo Corp. for procurement of a prefabricated public restroom facility. The City of Napa has already installed two Exeloo units at public locations, and standardization provides continuity for the public and leverages proven reliability of Exeloo units already in operation in Napa.

Because NVTA's Redwood Park & Ride Improvement Project is federally funded, restroom procurement is being handled separately due to Buy America compliance conflicts. Staff have researched domestic alternatives; however, no domestic manufacturer offers a restroom facility with comparable features such as automatic self-cleaning, non-touch fixtures, and timed automatic sliding doors.

FISCAL IMPACT

Is there a fiscal impact? Yes

Expenditure Plan	
Restroom Facility	\$362,000
Financing Plan	
Regional Measure 3 (transit)	\$362,000

Item	Cost
Base Exeloo Triple Toilet	\$256,100
Selected Options	\$19,300
Delivery	\$7,400
Subtotal	\$282,800
Sales Tax	\$23,800
Contingency*	\$55,400
Total	\$362,000

*15% contingency includes possible tariff impacts and storage fees

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

The Redwood Park & Ride Improvement Project includes installation of a new restroom facility. While the project construction contract is federally funded, procurement of the restroom is being undertaken directly by NVT A, which is not subject to Buy America requirements with the funding identified for this purchase.

Exeloo is the only manufacturer of automated public restrooms with proven installations in the City of Napa and unique features including:

- Fully automated self-cleaning cycles
- Non-touch sensor-operated basin, soap, and dryer
- Timed occupation and voice messaging to reduce loitering
- Automated sliding stainless steel doors with accessibility compliance

Public Contract Code §3400(b)(2) allows agencies to designate a specific product when necessary to match other products in use. The Exeloo's unique combination of features and demonstrated success make sole source procurement the most practical and cost-effective options for NVT A.

ALTERNATIVES

Without this approval, this shovel ready project would be subject to excessive time delays or purchase of an inferior product.

NVTA would need to pursue a Buy America waiver, which would significantly delay the Redwood Park & Ride Improvements project or settle for a domestic-made model which will compromise important features staff consider essential for a high-traffic transit facility.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL**Goal 1 – Maintain and Improve the Countywide Transportation System**

This project supports key passenger amenities at a regional Park & Ride facility, directly enhancing user experience and improving the overall quality of the countywide transportation system.

Goal 2 – Ensure Equitable and Accessible Services

The Exeloo restroom is fully ADA-compliant, with non-touch sensor operations and automated accessibility features that ensure all users, including seniors and persons with disabilities, have safe and equitable access.

Goal 4 – Support Public Transit and Active Transportation

By installing high-quality amenities at a Park & Ride, NVTA makes transit use more convenient and comfortable, encouraging greater use of public transportation and reducing reliance on single-occupancy vehicles.

ATTACHMENT(S)

1. Draft Purchase Order 25-P5109
2. Exeloo Specification Sheet



Purchase

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8638
www.nvta.ca.gov

VENDOR

EXELOO CORPORATION
P.O. BOX 13310
SAN LUIS OBISPO, CA 93406

POC: RICHARD KENDALL
richard.kendall@exeloo.com

Purchase Order #: 25-P5109

Date: 9/30/2025

Vendor ID: NEW VENDOR

Bill To:

Napa Valley Transportation Authority
ATTN: Accounts Payable
ap@nvta.ca.gov
625 Burnell Street
Napa, CA 94559-2912

Ship To:

Napa Valley Transportation Authority
3416 Solano Road
Napa, CA 94558
GRANT BAILEY, PE/PM | 707-259-5951
GBAILEY@NVTA.CA.GOV

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
BAILEY	SEE TERMS	GROUND	DEST	COOMBS	NET 30	68-0471080

QTY	Item #	Units	Description	TAX	TARRIF	Unit Price	Total
01	JUP23ATD	EA	EXELOO JUPITER PLATINUM TRIPLE TOILET	Y		\$256,100.00	\$256,100.00
01		EA	BABY CHANGE RECESSED STAINLESS STEEL	Y		\$2,800.00	\$2,800.00
03	LG-SINGLE	EA	NAPPY SANITARY DISPOSAL CHUTE	Y		\$1,600.00	\$4,800.00
03	EMD8200	EA	ELECTRONIC ROTARY LATCH	Y		\$1,400.00	\$4,200.00
03	WS600	EA	ELECTRONIC ROTARY LATCH	Y		\$1,400.00	\$4,200.00
01		EA	HCD INSPECTION FEE	N		\$3,300.00	\$3,300.00
			Pricing Confirmation 9/30/25 Attached			SUBTOTAL	\$275,400.00
						TAXES	\$24,745.00
						SHIPPING	\$7,400.00
						TOTAL	\$307,545.00

NOTICE OF INCLUDED TERMS AND CONDITIONS

Invoices are to be submitted electronically to NVTA, ATTN: Accounts Payable, at ap@nvta.ca.gov.

See Standard General Terms and Conditions attached.

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa Valley Transportation Authority.

SIGNATURE AUTHORITY

DATE

DANIELLE SCHMITZ, Executive Director DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION:

GENERAL TERMS AND CONDITIONS

1. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTa shall pay CONTRACTOR not to exceed the total amount shown on page 1 (\$_____).

(b) Expenses. No travel or other expenses will be reimbursed.

2. Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NVTa of an itemized billing invoice which indicates CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or task completed. All claims are to be submitted to NVTa, Accounts Payable, 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvt.a.ca.gov.

3. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. NVTa shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

4. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTa with certification of all such coverages upon request by NVTa's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial General Liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 4(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTa's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTa's Risk Manager, which shall be filed by CONTRACTOR with the Executive Director prior to commencement of performance of any of CONTRACTOR's duties.

5. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTa and the officers, agents, employees and volunteers of NVTa from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTa or

NVTa

its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law if requested by the NVTa. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold NVTa and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

6. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party by giving at least ten(10) days prior to the effective date.

7. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person (by e-mail) or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.

8. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

9. **Interpretation; Venue.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court.

10. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

11. **Authority to Contract.** CONTRACTOR and NVTa each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

12. **Covenant of No Undisclosed Conflict.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. By executing this Agreement, the Executive Director hereby determines in writing on behalf of NVTa that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

13. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

14. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.



INTELLIGENT PUBLIC TOILET SYSTEMS

Napa Valley Transit Authority
2005 Redwood Rd
Napa CA 94558

PRICING CONFIRMATION

Site: SOLANO and REDWOOD Sts.
Salesperson: Richard Kendall
Date of Original Quotation: 05/05/2025
Date of this Quotation: 09/30/2025
Valid Until : 11/29/2025

PROPOSED EXELOO SOLANO and REDWOOD Sts.

All prices are exclusive of Tax

TOILET UNITS

Exeloo Jupiter Platinum Triple Toilet JUP23ATD	1.00	\$256,100.00	\$256,100.00
TOILET UNITS Total			\$256,100.00

SELECTED OPTIONAL ITEMS

Baby Change Recessed Stainless Steel	1.00	\$2,800.00	\$2,800.00
Nappy / Sanitary Disposal Chute - Large - Single	3.00	\$1,600.00	\$4,800.00
Electronic Rotary Latch for EMD8200	3.00	\$1,400.00	\$4,200.00
Electronic Rotary Latch for WS600	3.00	\$1,400.00	\$4,200.00
HCD Inspection Fee	1.00	\$3,300.00	\$3,300.00
SELECTED OPTIONAL ITEMS Total			\$19,300.00

ESTIMATES

Delivery to Napa, Excluding Crane for Off Loading	1.00	\$7,400.00	\$7,400.00
ESTIMATES Total			\$7,400.00
DELIVERED TOTAL			\$282,800.00



INTELLIGENT PUBLIC TOILET SYSTEMS

	Tax Rate	\$24,745.00
DELIVERED TOTAL incl TAX		\$307,545.00



INTELLIGENT PUBLIC TOILET SYSTEMS

Inclusions | Exeloo Responsibility

Toilet Unit	JUP 23ATD
	Structural design and engineering of toilet
	Design and associated drawings
	HCD CA Approval
	On site assistance, restroom commissioning and training

Exclusions | Customer Responsibility

Building consent costs
Site plan
Foundations
Installation of restroom unit
Geotechnical report
Supply and installation of power, water, sewerage and stormwater facilities
Roof Installation - To be completed on site, GC budget for 4 men 5 hours
Inquire for roof installation instructions
Futurewood Batten Installation - To be completed on site, GC budget for 2 men 4 hours
Force Majeure Events: Delays or disruptions arising from industrial action, adverse weather conditions, shipping issues, or other external factors beyond the control of Exeloo

Delivery

Transport to site or depot excluding craneage

Construction

Floor	Reinforced concrete
Frame	DuraGal steel frame
Roof	Skillion - Structural Insulated Panels (SIP) 75mm foam core roof
Exterior Walls	Compressed fiber cement sheet with epoxy paint



INTELLIGENT PUBLIC TOILET SYSTEMS

Control Level

Control System	Full electronic command with Programmable Logic Controller (PLC)
Touch Screen Controller	Touch screen controller interface located in the service bay to access unit statistics, diagnostics and program settings
Usage Statistics	Touch screen access to enhanced usage, servicing and cubicle opening statistics as well as system diagnostics for improved asset management and control
Automated Flush	Toilet pan automatically flushes after use
Electric Buttons	Illuminated buttons for electric sliding door operation
Door Locking	Electric locking with illuminated electric buttons
Auto-wash	5-stage automatic cubicle wash and refresh system
Night Time Locking on Time Clock	Adjustable lock up and unlock function to better manage opening and closing times. Reduces operational costs associated with security visits.
Timed Occupation	Programmable use time control to reduce loitering and vandalism
Loiter Alarm	Pre-programmed voice messages to deter vagrancy and extended occupation
Voice Messages	Pre-programmed voice messages to explain unit operation and to guide sight impaired users
Music / Announcements	USB enabled music option to improve user experience and option to include public announcements

Fit Out Level

Interior Floors	Ceramic Slip Resistant Tiles - Charcoal
Interior Walls	Ceramic Tiles - White
Door System	Electric Operation of Sliding Door - Stainless Steel
Door Closer	Electric sliding door closer
Door Locking	Electric locking with manual doors and illuminated electric buttons
Interior Ceiling	Underside of roof
Ventilation	Louvered air gap around top of unit
Flush System	Flush valve actuated automatically
Interior Lighting	Surface mounted Light Emitting Diode (LED) lighting
Exterior Lighting	Surface mounted Light Emitting Diode (LED) lighting
Basin	Recessed 3 in 1 Integrated Sensor Operated Basin
Soap Dispenser	Incorporated in the recessed 3 in 1 integrated sensor operated basin
Hand Dryer	Incorporated in the recessed 3 in 1 integrated sensor operated basin
Paper Dispenser	Recessed Electric and Manual Twin Jumbo Paper Dispenser
Toilet Pan	Stainless steel wall hung toilet pan with moulded hinged seat



INTELLIGENT PUBLIC TOILET SYSTEMS

Signage

Compliant signage including braille

Selected Optional Items

Baby Change Recessed
Stainless Steel

Recessed to retain circulation space with durable stainless steel enclosure.
Integrated straps to keep infants safe

Nappy / Sanitary Disposal
Chute - Large - Single

Discrete recessed stainless chute into a fire retardant bin. XL size to cope with adult
diapers and baby nappies.

Electronic Rotary Latch for
EMD8200

Service Bay operated latch system ensures no latch and lock visible to the public to
eliminate public interference with the mechanisms

Upgrade to Electronic Rotary
Latch for WS600

Service Bay operated latch system ensures no latch and lock visible to the public to
eliminate public interference with the mechanisms

Clarifications

Validity

Pricing is valid for sixty (60) days from date of this quotation

Estimate Items

Estimates on the itemized price sheet are excluded from the project total. Estimates
to be clarified when final scope of works agreed.

Sanitary Disposal

If a sanitary disposal bin is included in your order, please ensure that arrangements
are made to have this bin emptied regularly by a suitable sanitary waste contractor
or, ensure that the cleaning contractor is willing to provide plastic bin liners to be
removed and replaced on a weekly basis.

Color Exterior

Exterior paint coating is Carbothane two pack, which is graffiti resistant. Colors to be
chosen from an approved color chart.

Color Roof

The standard roof color is white (Titania). Alternative colors can be selected from an
approved color chart. Contact Exeloo for available colors.

Color Interior

White walls and charcoal floors

Power Requirements

100 amp single phase, two leg supply. Termination points are supplied and located
inside the service bay.

Water Requirements

Heavy Duty flush valves are fitted as standard. Key features and information below:

IMPORTANT:

Water Consumption

Flush consumption is the same as a conventional cistern however, water is not
stored in a reservoir so it will need to draw significant water in a short period.



INTELLIGENT PUBLIC TOILET SYSTEMS

Water supply at the connection point must have a minimum flow rate of 25 gallons per minute / per pan and a minimum dynamic pressure of 40psi.

A 1" water meter coupled to a 1-1/4" ID (1-1/2" OD) supply from the meter to the Exeloo unit is usually sufficient but this should be confirmed on-site. Meter size and pipe diameter will need to be increased for multiple buildings. Exeloo cannot accept responsibility for loss or damage associated with inadequate water supply.

Flush valves can be damaged by water pressure above 75psi and so a pressure limiter is included on the water supply line.

Where a Reduced Pressure Zone (RPZ) valve is required on the main supply feed there may be a negative impact on the flow rate. As a result a larger meter and supply pipe might be required.

If adequate flow rate and pressure cannot be achieved Exeloo can provide a cistern system. Contact Exeloo to discuss supply.

Sewer Outlet

A standard 4" sewer connection socket is located in the service bay. **CAUTION:** The unit must be sited on its foundations before connection is made to the sewer outlet.

Floor Drains (Multi)

A 2" NPT socket floor waste drain is incorporated into the floor of each cubicle. Each floor drain will require a gully. One of the floor wastes should be connected to the Overflow Relief Gully (ORG).

Stormwater Outlet

The 3" stormwater pipe supplied in the service bay must be connected to the stormwater system through the services hole located in the floor of the service bay.

Foundations

Foundation structure is two strip-type concrete foundations (18"x30"x7'6"). Refer to the Exeloo installation guide for details of the required strip foundation configuration.

Remote Monitoring Capability

This quotation covers the hardware necessary to enable web based remote monitoring

A broadband connection is required to ensure stable internet access

This quotation includes 24 months of access to the ExeWeb control website. After 24 months a monthly monitoring access fee will be charged to access site information on the ExeWeb control website .

A monthly monitoring access fee will be charged to access site information on the ExeWeb control website.

Storage / Insurance

Exeloo will store units free of charge for up to 10 days from date of arrival. After 10 days any costs of storage and insurance will be charged. Please contact Exeloo to make alternative storage arrangements if longer term storage is required. Storage will be billed weekly and typically under a different PO

Construction Period

Normal ex-factory lead times are within 24 weeks of a purchase order being accepted. An additional 4 weeks is required for shipping.



INTELLIGENT PUBLIC TOILET SYSTEMS

Payment Terms

Toilet Unit Supply Only	40% of total order value on acceptance of purchase order. 60% of total order value payable on ex-factory date.
Tax	This quotation includes provision for the prevailing tax at time of quotation in the prescribed jurisdiction. Changes to tax conditions are the responsibility of the purchaser.
General Terms	<p>All funds are payable on public toilet or, if held in storage for more than 30 days, either by Exeloo or, others as a result of delays by others.</p> <p>The Exeloo Public Toilet supplied is to be paid in full and will not carry any part of the clients retention responsibility. This is because the Exeloo Public Toilet is a completed and tested product and performance is covered under law.</p> <p>Acceptance of your Purchase Order is conditional on your signed PO containing payment terms for performance of our-subcontract to build and supply.</p> <p>Upon the unit being completed ex-factory (ready for dispatch), Exeloo will allow four (4) weeks of complimentary storage. Thereafter, a fee of \$250.00 + Tax will be charged weekly in advance for storage.</p> <p>After twelve (12) total weeks of storage, Exeloo reserves the right to store units offsite and applicable fees associated with transport, lift and storage of unit externally will be on-charged.</p>
Storage Insurance	Care of purchaser.

Company Details

Exeloo Corporation
EIN:
PO Box 13310 San Luis Obispo, CA 93406
Ph: 800 676 5290



**JUPITER
FULLY AUTOMATED
TRIPLE CUBICLE TOILET
MODEL –
JUP 23ATD**

Exeloo Corp 800.676.5290
1015 Nipomo St.
San Luis Obispo, Ca
93406

Design Meets

PSC 5410 | NAICS 332311 |
CALIFORNIA BUILDING CODE 11B ACCESSIBILITY TO PUBLIC
BUILDINGS, PUBLIC ACCOMODATIONS, COMMERCIAL BUILDINGS
AND PUBLIC HOUSING

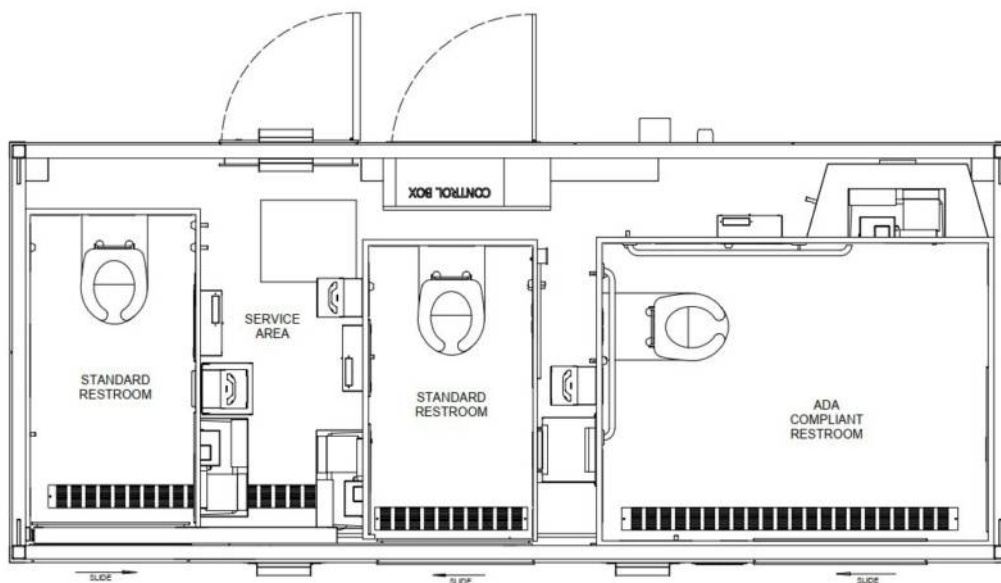
SPECIFICATION SHEET

STRUCTURE	FIT OUT FIXTURES	SPECIAL FEATURES
FRAME Galvanised Steel	HAND BASIN 3 in 1 integrated sensor operated basin	ELECTRONIC COMMAND CONTROL Timed occupation Voice messaging Announcements Music Usage statistics Night time locking Loiter alarm
FLOOR 130mm Pre-cast Reinforced Concrete	HAND DRYER Incorporated in 3 in 1 integrated sensor operated basin	
ROOF 75mm Structural Insulated Panel (SIP) foam core roof	SOAP DISPENSER Incorporated in 3 in 1 integrated sensor operated basin	AUTO WASH Freshens toilet cubicles between detailed cleaning Pre-programmed wash cycle activates after 30 occupancies Movement sensors detect occupancy with voice message pre-warnings
CEILING Underside of Roof	TOILET TISSUE DISPENSER Recessed Electric and Manual Twin Jumbo Paper Dispenser	
DOORS Electric Operation of Sliding Door - Stainless Steel	TOILET PAN Stainless steel wall hung toilet pan with moulded hinged seat	
EXTERIOR WALLS Compressed fiber cement sheet with epoxy paint	FLUSH SYSTEM Flush valve actuated automatically after each use	ACCESSIBILITY Meets California ADA regulations
INTERIOR FLOOR Ceramic Slip Resistant Tiles - Charcoal	LIGHTING Surface mounted Light Emitting Diode (LED) lighting	
VENTILATION Louvered air gap around top of unit	MIRROR Highly Polished Stainless Steel	UPGRADES Remote Web Based Monitoring Keypad, Coin or Card Access Control Paywave Access Control Water Use Monitoring MLAK Extended Occupation Key Remote Water Meter Electronic Cabinet Latches Smoke Detection and Water Sprays
	HAND RAILS Stainless Steel accessibility compliant grab rails	
	SIGNAGE Compliant signage including braille	

**JUPITER
FULLY AUTOMATED
TRIPLE CUBICLE TOILET
MODEL -
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Exeloo Corp 800.676.5290
1015 Nipomo St.
San Luis Obispo, Ca
93406

SPECIFICATION SHEET





NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Libby Payan, Senior Program Planner/Administrator
(707) 259-8782 / Email: lpayan@nvta.ca.gov
SUBJECT: Draft Community Based Transportation Plan (CBTP) Public Review Period

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) approve the release of the Draft CBTP (Attachment 1) for an approximate 30 day public review period.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

All nine counties across the Bay Area are required to update a Community Based Transportation Plan (CBTP) every four years. The CBTPs bring residents, community organizations, and transportation agencies together to improve mobility options for low-income residents. These community-led plans identify the most important transportation challenges in low-income neighborhoods and implement strategies to overcome them.

NVTA, in partnership with consultant- MIG, is presenting the draft of the CBTP to the NVTA Board of Directors. The background and discussion below provide a high-level overview of the plan. More details on processes and methodologies can be found in the plan itself.

FISCAL IMPACT

Is there a fiscal impact? Not with this action.

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

The Metropolitan Transportation Commission (MTC) initiated the Community-Based Transportation Planning (CBTP) program in 2002 to identify the needs of underserved communities through a collaborative effort with residents, community organizations and transportation agencies. County Transportation Agencies are required to lead the planning process and update their plans every four years.

The purpose of the CBTP is to improve mobility options and close transportation gaps for low-income and disadvantaged communities in Napa County. To establish the foundation for the plan, the Metropolitan Transportation Commission (MTC) evaluates census data to identify equity priority communities (EPCs). EPCs (formerly Communities of Concern), are census tracts that have a significant concentration of underserved populations, which includes low income, communities of color, non-English speaking communities, and elderly and disabled communities.

Currently, there are five EPCs in Napa County that meet the thresholds for underserved populations identified by the region (MTC). In addition to these five MTC-identified EPCs, staff identified four additional locally identified census-tracts that have high concentrations of low-income and at least three other factors with higher concentrations than Napa County's average in specific underserved populations. Napa County's EPCs are highlighted on Table 1 below.

Table 1: Napa Equity Priority Communities (EPCs)

Census Tract	Neighborhood Name	MTC or Locally Identified
2002.02	South Downtown Napa	MTC
2003.01	Southeast Downtown Napa	MTC
2008.04	Westwood Neighborhood	MTC
2009.00	East Imola	MTC
2020.00	Calistoga	MTC
2016.01	South St. Helena	Locally
2012.00	Unincorporated area near Yountville	Locally
2007.04	City of Napa/Pueblo Park	Locally
2010.04	American Canyon (Southeast)	Locally

At the June 26, 2024 Board of Directors meeting, a contract with Moore Iacofano Goltsman (MIG) was approved to assist NVTa in completing the CBTP. Throughout the duration of the plan, MIG completed numerous tasks including:

- Reviewed related planning documents and projects located in the EPCs and produced a Community Profiles Report
- Met regularly with NVTa staff to provide project updates
- Conducted nine interviews with key stakeholders to help inform the CBTP
- Created collateral to share with stakeholders and residents of EPCs
- Worked collaboratively with NVTa to conduct direct outreach at strategic locations within Equity Priority Communities
- Created and distributed surveys at key locations in EPCs
- Compiled and organized all feedback and project suggestions obtained at outreach events

The feedback and project suggestions obtained through outreach and surveys were shared with each affected local jurisdiction to obtain their input on the feasibility, cost and project status. All the information from this plan will be used to update the equity section of the upcoming Countywide Transportation Plan, and projects identified in the Plan will be prioritized for funding opportunities.

Overall, the feedback received from residents of EPCs is similar to responses collected through past CBTP efforts and other current planning efforts, such as the Active Transportation Plan. Feedback can be categorized by:

- 1) Infrastructure Improvements (Pedestrian, Bicycle and Roadway)
- 2) Transit System improvements
- 3) Community Safety Concerns
- 4) Affordability and Cost Barriers
- 5) Lack of awareness of programs and services

Once approved for release, the draft NVTa Community Based Transportation Plan will be posted on October 15 on the NVTa website after the Board of Directors meeting for public comment through November 18. Draft Plan link:

https://nvta.ca.gov/wp-content/uploads/2025/10/Napa-Valley-CBTP-2025_Public-Draft_Spreads-Version_10-06-25.pdf

Final adoption of the plan by the NVTa board is expected at the November 19, 2025 meeting.

ALTERNATIVES

None

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability.

The CBTP is focused on equity and serving the transportation needs of seniors, children and the disabled.

ATTACHMENT(S)

- (1) Draft Community Based Transportation Plan: https://nvta.ca.gov/wp-content/uploads/2025/10/Napa-Valley-CBTP-2025_Public-Draft_Spreads-Version_10-06-25.pdf
- (2) Draft Plan Appendices: [Napa-Valley-CBTP-2025_Public-Draft_Appendices-A-D_10-06-25.pdf](#)



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Diana Meehan, Planning and Programming Manager
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Accessible Transportation Needs Assessment (ATNA) and Mobility Manager Update

RECOMMENDATION

Information only

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Accessible Transportation Needs Assessment (ATNA) study identifies barriers to mobility for seniors and individuals with disabilities across Napa County and proposes strategies to enhance equitable and accessible transportation options. The plan was adopted by the NVTA Board in May 2025.

NVTA staff has convened an Implementation Working Group (IWG) made up of decision-makers from multiple stakeholder organizations to work towards advancing strategies in the plan.

One of the six primary strategies identified under the ATNA was to establish a dedicated mobility manager. The Metropolitan Transportation Commission (MTC) is drafting guidance for a countywide mobility manager in each of the nine Bay Area counties. NVTA has provided input on the guidance and is advocating for funding for this designation.

FISCAL IMPACT

None

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

Four key goals and eleven strategies associated with these goals were identified in the ATNA. Six of the eleven goals were identified as priority based on feedback from stakeholders, public outreach, survey data and associated priorities from other plans, such as the Napa Older Adults Assessment (NOAA). Each of the priority strategies overlap with at least one of the following goals:

- **Coordination:** To collaborate and strengthen relationships and to make decisions on which organizations are best suited to lead
- **Education:** Educating Napa County's older adults and disabled residents about NVTa's transportation services to improve awareness and accessibility
- **Funding:** Securing grant funds and leveraging funding opportunities to meet the transportation needs of target populations
- **Connectivity:** Thoughtful planning of new transit connections, increasing affordability, and reducing physical barriers

The following six priority strategies were identified for phased implementation as funding becomes available with associated goals shown in parenthesis:

- **Partner with healthcare providers** to enhance transportation access. (Coordination, Education, Connectivity)
- **Expand non-NVTa transportation options** to increase service availability. (Coordination, Education, Connectivity)
- **Improve access to medical facilities in neighboring counties.** (Coordination, Connectivity)
- **Establish a dedicated mobility manager** and formalize an ongoing implementation committee. (Coordination, Education)
- **Enhance public awareness and outreach** to seniors and individuals with disabilities. (Coordination, Education)
- **Expand Vine Go service** to improve mobility options. (Connectivity, Funding)

These six priority strategies are the initial focus of the Implementation Working Group (IWG). Staff convened the first IWG on July 23, 2025 to review the ATNA process, and priority strategies for the next year. This group will meet quarterly to assign strategy action leaders to ensure progress continues.

Some priority strategies are already underway. Staff will bring regular updates to the NVTa Board and Paratransit Coordinating Council on strategy progress.

Progress to date:

- Dedicated Mobility Manager:
 - NVTa and Molly's Angels staff met with Metropolitan Transportation Commission (MTC) staff to discuss the next steps for establishing a County Mobility Manager. MTC is currently developing guidance for this process. Some draft recommendations for a county Mobility Manager include:
 - Assistance for riders to access transportation services
 - Work directly with Transit agencies, non-profit and private transportation providers to better coordinate all available services
 - Ensure information and referral services are provided countywide on available ADA paratransit services
 - Provide travel training services and trip planning
 - Information and referral services
 - Gap service development
 - MTC has not finalized the draft recommendations for county Mobility Managers. Once the draft recommendations are finalized, and funding is identified, NVTa will work with MTC and local providers to establish a county mobility manager.
 - Recurring meetings: NVTa has established a regular quarterly meeting schedule and is developing a workplan for the group.
- Partnerships with Healthcare Providers:
 - Kaiser, Partnership Health and Adventist Health have dedicated staff to participate in the IWG
- Improve transportation awareness and access through targeted outreach to older adults:
 - As part of NVTa's regular transit marketing strategy, and parallel planning efforts (Active Transportation Plan, Community Based Transportation Plan, Countywide Transportation Plan), staff are involved in regular outreach to the community to inform target populations about transportation options.

-
- The formation of the Aging and Disability Resource Connection (ADRC) known as “Connections” will enhance information access and resources for older adults through both the website and a printed resource guide using a “no wrong door policy” where all information is shared across sectors to provide needed information no matter where they start.

ALTERNATIVES

None

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability

The ATNA seeks to improve transportation access and mobility for seniors and disabled individuals by implementing identified strategies in the plan.

ATTACHMENT(S)

None



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Rebecca Schenck, Director of Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Transit Youth Fares

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive a report on Transit Youth Fares.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

At its October 18, 2024 meeting the NVRTA Board received a comprehensive report about free and subsidized fare programs offered by public transit providers in the North Bay Area. On November 20, 2024, the Board requested additional information about costs to provide free fares for K-12, low income, and elderly and disabled riders. Now, in October of 2025, the Board has requested a focused look at Youth Fare for those ages 6 to 18. Currently, children 5 and under ride for free with an adult.

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

It is important to understand that public transit is already very heavily subsidized by over 90% in some cases. The current cost to own and operate a car in the U.S. is \$12,297 per year. The median fare for an Uber or Lyft ride in the U.S. is \$15.99, with regular users

spending over \$100 per month on rideshare. The cost to commute by Vine bus annually is \$444 for youth and \$660 for adults.

Current Youth Focused Fare Discounts and Programs

- NVTA provides several fare options for youths riding transit. The table below illustrates youth fares compared to adult fares:

Table 1: Youth and Adult Fares

Fare Type	Youth	Adults
Single Ride	\$1.25	\$2.00
Day Passes	\$5.00	\$7.00
20 Ride Pass	\$21.00	\$30.00
31 Day Pass	\$37.00	\$55.00

- Summer Youth Pass: \$20 for an unlimited number of rides from June to August. A total of 120 passes were sold but only used an average of 2.3 times. Since each pass was used a limited number of times, the reduced price did not seem to induce additional trips
- Fares on the shuttle services operating in the Cities of American Canyon, Calistoga, and St. Helena and in the Town of Yountville are subsidized by the local jurisdictions. Youth ride for \$0.50 on American Canyon and St. Helena Shuttles. On the Calistoga Shuttle, all residents pay \$1.00. The jurisdictions provide an additional contribution to meet the 10% to 15% mandatory farebox required by the Transportation Development Act (TDA). Yountville contributes the full 10% and it is free to all riders. All other jurisdictions have the option to increase their contribution to cover youth fares.
- Napa Valley College students receive a pass in exchange for paying \$7.79 a semester for full time students and \$3.89 a semester for part time students as part of the assessed student fees. Students show their ID which allows them to ride all Vine services for free. A reciprocal agreement with the Solano Transportation Authority allows students to ride Soltrans, Fairfield, and Vacaville transit systems for free and in exchange, students attending Solano Community Colleges may ride Vine Transit for free.

Survey Results Free Fares and Ridership at NVTA

NVTA and MTC each recently issued surveys. For riders responding to the MTC survey, fares were significantly less of an issue than service frequency. On the survey that NVTA administered which was distributed to a sampling of 1,400 Napa Valley residents, cost of fares did not rise to the top of issues or barriers for riding transit. The table below illustrates the sum of the responses received.

Figure 1: ENGLISH: What Factors Impact your use of public transit

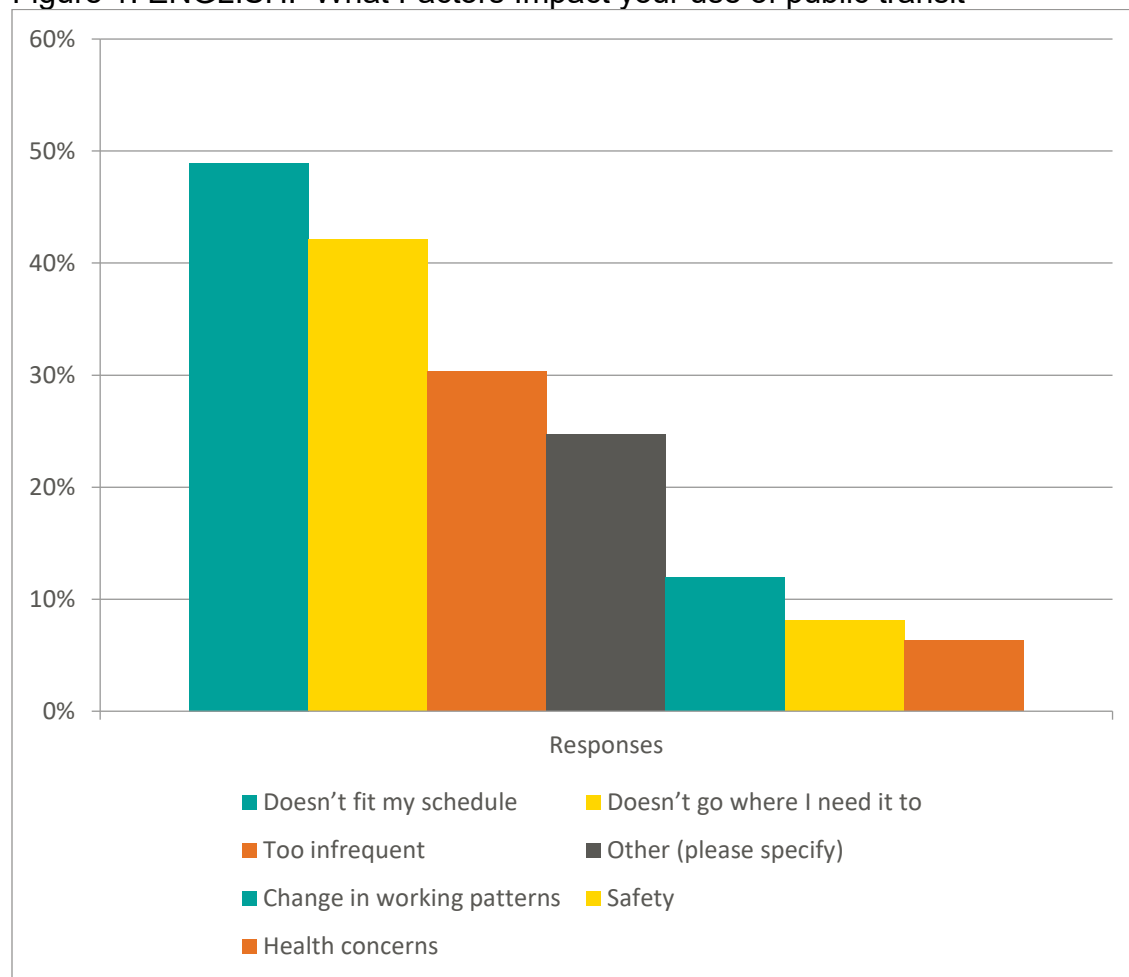
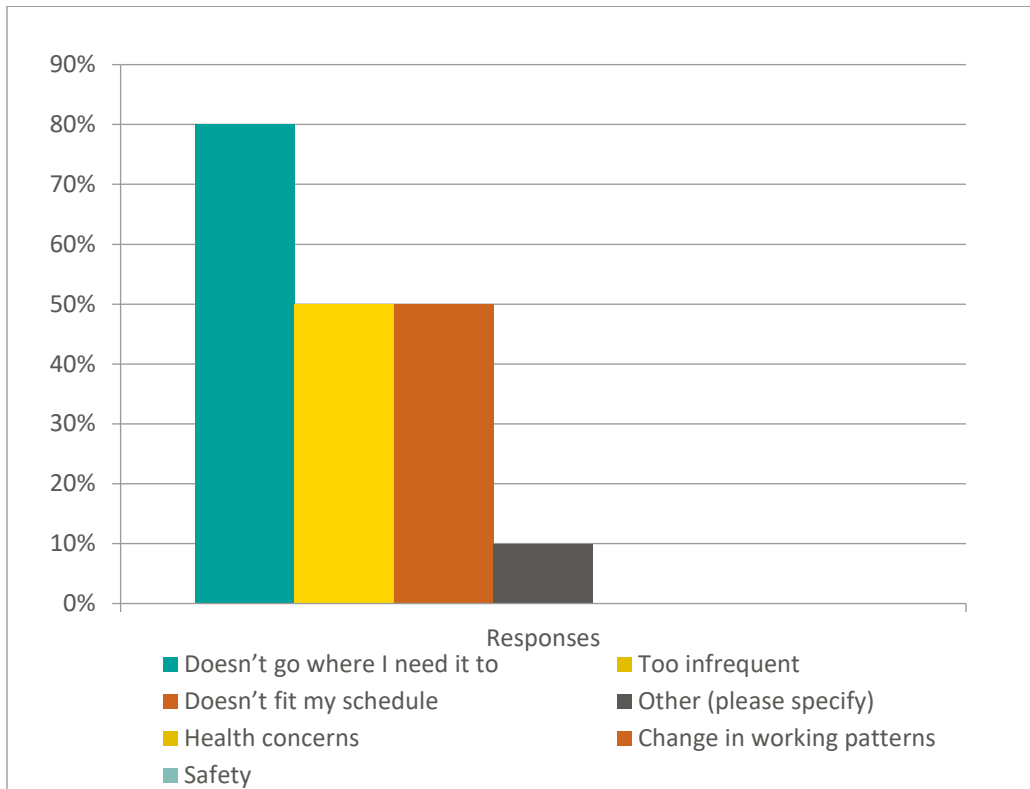


Figure 2: SPANISH: What Factors Impact your use of public transit



Costs for Youth Rides

The chart below shows the annual cost of free fares that NVTa would need covered by an alternative funding source(s). To cover youth rides specifically, NVTa would need approximately \$205,000 annually to meet the 15% state-required farebox recovery ratio.

Table 2: Youth fare recovery by service, annually

FY25	Youth
Vine	\$174,038
Vine Go	\$12,535
American Canyon	\$8,759
Yountville*	\$4,866
St. Helena	\$4,784
Calistoga	\$0
Farebox Collections per TDA Ratios	\$204,982

*Note Yountville already covering this \$4,866

Options to Grow Existing or Start New Youth Programs

NVTA recently met with the Napa Valley Unified School District (NVUSD) to coordinate how we can work together to better serve students and grow youth ridership. NVTA and NVUSD staff have agreed to hold quarterly meetings and work on a transportation roadmap that will review the following:

- Coordinate bell times, school specific calendars and route service
- Filed trip coordination
- Dissemination of general transit information though the school district mail
- Site access to school locations that currently do not have transit service
- NVUSD bus pass purchase for students and/or pass sales at school offices
- Opportunities to integrate transit planning into the curriculum

The table below provides an illustration of entity who have recently purchased bulk bus passes for youth

Table 3: Bulk Passes Distributed to Youth August 2024 to December 2024

Date	Entity	Total # of Youth Passes Purchased	Type of Pass Purchased
8/1 and 8/8/2024	Blue Oak School	180	Single Ride Pass
8/21/2024	NVUSD Special Education	235	31-Day Pass
		230	20-Ride Pass
9/16/2024	Napa County Office of Education	30	20-Ride Pass
9/30/2024	Browns Valey Elementary	124	Single Ride Pass
10/1/2024	Napa HHSA - Child Welfare Services	15	20-Ride Pass
10/21/2024	Browns Valey Elementary	51	All Day-Pass
10/31/2024	Snow Elementary School	156	Single Ride Pass
11/12/2024	Alta Heights Elementary	56	All Day-Pass
11/12/2024	Silverado Middle School	22	All Day-Pass
	Total Number of Youth Passes	1,099	

STRATEGIC GOALS MET BY THIS PROPOSAL

Not applicable

ATTACHMENT(S)

None



Action Requested: **INFORMATION/DIRECTION**

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Danielle Schmitz, Executive Director
(707) 259-5968 / Email: dschmitz@nvta.ca.gov
SUBJECT: Joint Powers Agreement (JPA) Board Governance Structure

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board review, discuss and provide direction to staff on possibly amending the Joint Powers Agreement (Attachment 1).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

There has been interest by some member agencies to consider amendments to the current Joint Powers Agreement (JPA) which governs Napa Valley Transportation Authority (NVTA). Staff is seeking Board discussion and direction on amending the JPA.

FISCAL IMPACT

Is there a fiscal impact? No.

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

The NVTA JPA has undergone numerous amendments since its inception in 1991. There has been a request to revisit the current Board governance structure that has been in place since 2007, requiring that a Mayor be one of the two elected representatives from each jurisdiction. Prior to 2007, the Board structure had fewer members, and did not require a jurisdiction representative be the Mayor of the cities/town.

Amendment No. 6 (2007) marked an important shift in NVTA's role and led jurisdictions to support mayoral representation on the Board. The amendment expanded NVTA's general purpose (then the Napa County Transportation and Planning Agency- NCTPA) to include serving as a countywide forum for deliberation on land use, demographics, economic development, community development, environmental issues, and arts and culture. At the same time, NVTA's core responsibility for multimodal planning and transit operations, functions that affect every jurisdiction in Napa County, underscored the need for representation that reflects entire communities.

Mayors, as the chief elected officials of their city/town, provide a vital communitywide perspective. They amplify the voices of residents, businesses, and local priorities into regional transportation decision-making, ensuring that investments are aligned with housing, job access, and economic growth. As an integral part of NVTA, their presence on the Board strengthens the agency's ability to balance local perspectives with countywide goals, making transportation planning more responsive, coordinated, and effective.

To provide more background and history on the evolution of the agency and the different JPA amendments, staff has provided a summary in Attachment 1. Authority to amend the JPA Agreement lies with each member agency's governing body, accordingly, should any revisions to the JPA Agreement be recommended by the NVTA Board, the amendment to the JPA Agreement would need to be approved by each member jurisdiction.

ALTERNATIVES

- 1) The Board retain the current JPA.
- 2) The Board could create an ad-hoc committee to review the JPA and provide recommendations back to the entire Board. The NVTA Board would consider and approve any recommendations to NVTA member agencies for approval.
- 3) The Board could direct staff to prepare an amendment to the JPA for future Board consideration and recommendation to NVTA member agencies for approval.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

NVTA's general purpose and structure is defined by the JPA and any changes to the JPA may affect any and all goals of the agency.

ATTACHMENT(S)

- 1) NVTA Joint Powers Agreement
- 2) Summary of JPA Amendments

**AMENDMENT NO. 12
TO THE JOINT POWERS AGREEMENT
FOR THE
NAPA VALLEY TRANSPORTATION AUTHORITY**

**(ALSO KNOWN AS NAPA COUNTY AGREEMENT NO. 3061; CITY OF NAPA
AGREEMENT NO. 6147; CITY OF AMERICAN CANYON RESOLUTION NO. 92-
33/AGREEMENT NO. 95-15; TOWN OF YOUNTVILLE RESOLUTION. NO. 868;
CITY OF ST. HELENA RESOLUTION NO. 91-32; CITY OF CALISTOGA
RESOLUTION NO. 91-19)**

**THIS AMENDMENT NO. 12 TO THE JOINT POWERS AGREEMENT OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY**(the “**Agreement**”) is entered into as
of the effective date determined under Section 3, below, by and between the COUNTY
OF NAPA, CITY OF AMERICAN CANYON, CITY OF NAPA, TOWN OF YOUNTVILLE,
CITY OF ST. HELENA, and CITY OF CALISTOGA (“Member Jurisdictions”);

RECITALS

WHEREAS, the Napa Valley Transportation Authority (“NVTa”) is a joint powers
agency created by the Member Jurisdictions to provide coordinated transportation
planning and transportation services, among other duties, within the County of Napa;
and

WHEREAS, the Member Jurisdictions desire to amend the Agreement to update
its provisions, including but not limited to clarifying certain provisions concerning bonding
and other types of debt financing, updating the powers to be exercised by the NVTa,
providing for Member Jurisdiction membership fees and making other minor corrections:

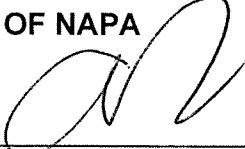
TERMS

NOW, THEREFORE, THE MEMBER JURISDICTIONS agree as follows:

1. The foregoing Recitals are true and correct.
2. The terms of the Agreement are hereby amended to read in full as set forth
in Attachment “A”, attached hereto and incorporated by reference herein.
3. This Amendment No. 12 and the attached provisions of Attachment “A” shall
become effective on the date the documents have been ratified by all of the Member
Jurisdictions. This Amendment may be signed in counterparts by the parties hereto and
shall be valid and binding as if fully executed all on one copy.

IN WITNESS WHEREOF, this Amendment No. 12 to the Joint Powers Agreement creating the Napa Valley Transportation Authority was executed by the Member Jurisdictions through their duly-authorized representatives as noted below:

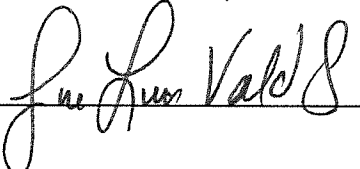
COUNTY OF NAPA

By: 
ALFREDO PEDROZA, Chair
Napa County Board of Supervisors

Date: 2/23/2021

ATTEST:
JOSE LUIS VALDEZ
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
JEFFREY M. BRAX
Napa County Counsel

By: 

By: Thomas C. Zeleny
Deputy County Counsel

CITY OF AMERICAN CANYON

By: _____
LEON GARCIA, Mayor

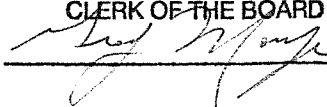
Date: _____

ATTEST:
CHERRI WALTON
American Canyon Interim City Clerk

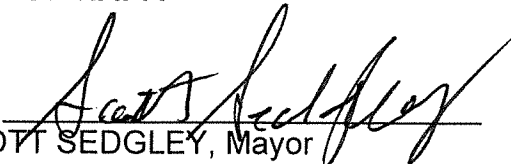
APPROVED AS TO FORM:
WILLIAM D. ROSS
American Canyon City Attorney

By: _____

By: _____

APPROVED 2/23/2021
NAPA COUNTY BOARD OF SUPERVISORS
CLERK OF THE BOARD
BY:  Deputy


CITY OF NAPA

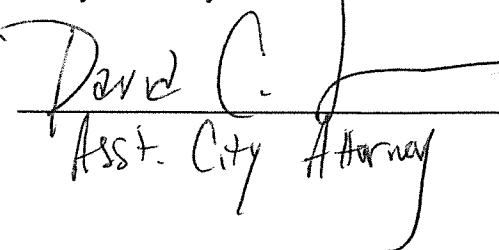
By: 
SCOTT SEDGLEY, Mayor

Date: 1/5/2021

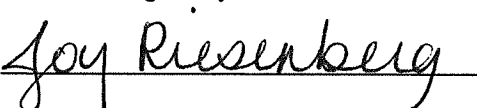
ATTEST:
TIFFANY CARRANZA
Napa City Clerk

APPROVED AS TO FORM:
MICHAEL W. BARRETT
Napa City Attorney

By: 

By: 
Asst. City Attorney

COUNTERSIGNED:
Joy Riesenberg, City Auditor

By: 

TOWN OF YOUNTVILLE

By: _____
JOHN F. DUNBAR, Mayor

Date: _____

ATTEST:
MICHELLE DAHME
Yountville Town Clerk

APPROVED AS TO FORM:
GREGORY BELL
Yountville Town Attorney

By: _____

By: _____

CITY OF ST. HELENA

By: _____
GEOFF ELLSWORTH, Mayor

Date: _____

ATTEST:
CINDY TZAFPOULOS
St. Helena City Clerk

APPROVED AS TO FORM:
ETHAN WALSH
St. Helena City Attorney

By: _____

By: _____

CITY OF NAPA

By: _____
SCOTT SEDGLEY, Mayor

Date: _____

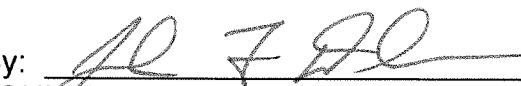
ATTEST:
TIFFANY CARRANZA
Napa City Clerk

APPROVED AS TO FORM:
MICHAEL W. BARRETT
Napa City Attorney

By: _____

By: _____

TOWN OF YOUNTVILLE

By: 
JOHN F. DUNBAR, Mayor

Date: 1/29/21

ATTEST:
MICHELLE DAHME
Yountville Town Clerk

APPROVED AS TO FORM:
GREGORY BELL
Yountville Town Attorney

By: 

By: _____

CITY OF ST. HELENA

By: _____
GEOFF ELLSWORTH, Mayor

Date: _____

ATTEST:
CINDY TZAFPOULOS
St. Helena City Clerk

APPROVED AS TO FORM:
ETHAN WALSH
St. Helena City Attorney

By: _____

By: _____

CITY OF NAPA

By: _____
SCOTT SEDGLEY, Mayor

Date: _____

ATTEST:
TIFFANY CARRANZA
Napa City Clerk

APPROVED AS TO FORM:
MICHAEL W. BARRETT
Napa City Attorney

By: _____

By: _____

TOWN OF YOUNTVILLE

By: _____
JOHN F. DUNBAR, Mayor

Date: _____

ATTEST:
MICHELLE DAHME
Yountville Town Clerk

APPROVED AS TO FORM:
GARY BELL
Yountville Town Attorney

By: _____

By: Mary B Bell

CITY OF ST. HELENA

By: _____
GEOFF ELLSWORTH, Mayor

Date: _____

ATTEST:
CINDY TZAFPOULOS
St. Helena City Clerk

APPROVED AS TO FORM:
ETHAN WALSH
St. Helena City Attorney

By: _____

By: _____

CITY OF CALISTOGA

By: 
CHRIS CANNING, Mayor

Date: 2/10/21

ATTEST:
MARNI RITTBURG
Calistoga City Clerk

APPROVED AS TO FORM:
MICHELLE KENYON
Calistoga City Attorney

By: Marni Rittburg

By: 

IN WITNESS WHEREOF, this Amendment No. 12 to the Joint Powers Agreement creating the Napa Valley Transportation Authority was executed by the Member Jurisdictions through their duly-authorized representatives as noted below:

COUNTY OF NAPA

By: _____
ALFREDO PEDROZA, Chair
Napa County Board of Supervisors

Date: _____

ATTEST:
JOSE LOUIE VALDEZ
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
JEFFREY BRAX
Acting Napa County Counsel

By: _____

By: _____

CITY OF AMERICAN CANYON

By: Leon Garcia
LEON GARCIA, Mayor

Date: 1/28/2021

ATTEST:
CHERRI WALTON
American Canyon Interim City Clerk

APPROVED AS TO FORM:
WILLIAM D. ROSS
American Canyon City Attorney

By: 

By: 

CITY OF NAPA

By: _____
SCOTT SEDGLEY, Mayor

Date: _____

ATTEST:
TIFFANY CARRANZA
Napa City Clerk

APPROVED AS TO FORM:
MICHAEL W. BARRETT
Napa City Attorney

By: _____

By: _____

TOWN OF YOUNTVILLE

By: _____
JOHN F. DUNBAR, Mayor

Date: _____

ATTEST:
MICHELLE DAHME
Yountville Town Clerk

APPROVED AS TO FORM:
GREGORY BELL
Yountville Town Attorney

By: _____

By: _____

CITY OF ST. HELENA

By: _____
GEOFF ELLSWORTH, Mayor

Date: _____

ATTEST:
CINDY TZAFPOULOS
St. Helena City Clerk

APPROVED AS TO FORM:
ETHAN WALSH
St. Helena City Attorney

By: Cindy Tzafopoulos

By: _____



CITY OF NAPA

By: _____
SCOTT SEDGLEY, Mayor

Date: _____

ATTEST:
TIFFANY CARRANZA
Napa City Clerk

APPROVED AS TO FORM:
MICHAEL W. BARRETT
Napa City Attorney

By: _____

By: _____

TOWN OF YOUNTVILLE

By: _____
JOHN F. DUNBAR, Mayor

Date: _____

ATTEST:
MICHELLE DAHME
Yountville Town Clerk

APPROVED AS TO FORM:
GREGORY BELL
Yountville Town Attorney

By: _____

By: _____

CITY OF ST. HELENA

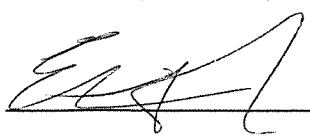
By: _____
GEOFF ELLSWORTH, Mayor

Date: _____

ATTEST:
CINDY TZAFPOULOS
St. Helena City Clerk

APPROVED AS TO FORM:
ETHAN WALSH
St. Helena City Attorney

By: _____

By:  _____

ATTACHMENT “A”

NAPA VALLEY TRANSPORTATION AUTHORITY, A JOINT POWERS AGENCY JOINT EXERCISE OF POWERS AGREEMENT

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NAPA VALLEY TRANSPORTATION AUTHORITY, A JOINT POWERS AGENCY
JOINT EXERCISE OF POWERS AGREEMENT

SECTION 1. FORMATION

- 1.1 Creation and Name.** The County of Napa, the Cities of Napa, St. Helena, Calistoga, American Canyon, and the Town of Yountville (hereinafter referred to as "Member Jurisdictions"), pursuant to Article 2 of Chapter 5 of Division 7 of Title 1 (commencing with section 6500) of the California Government Code, do hereby form, establish and create a joint powers agency to be known as "Napa Valley Transportation Authority," hereinafter referred to as "NVTa" which shall constitute a public entity separate and distinct from the Member Jurisdictions, and the new name of which shall supersede and replace the prior name of the agency, the Napa County Transportation and Planning Agency ("NCTPA") and any other prior name by which the agency was known in the past, including Congestion Management Agency ("CMA").

SECTION 2. PURPOSE

- 2.1 General.** NVTa is formed to serve as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County, and as an advisory body for countywide deliberations on land-use, demographics, economic development, community development, and environmental issues, which purposes shall include conducting in a coordinated and more simplified way countywide:

(a) Transportation policy development and planning activities, including those relating to transit on both a short-term and long-term basis and within an intermodal policy framework; improving transit services; providing coordinated and more competitive input to the region's transportation planning and funding programs; and performing such other transportation related duties and responsibilities as the Member Jurisdictions may delegate to NVTa by this Agreement or amendment thereto; and

(b) Advisory deliberations on land-use, demographics, economic development, community development, and environmental issues. Any such deliberations may result in advisory recommendations only, and such recommendations shall not be binding on any Member Jurisdiction.

- 2.2 Chapter 2.6 Compliance Not Included in Purpose.** It is the intention of the Member Jurisdictions in executing the Agreement to exempt Napa County and the Member Jurisdictions from the requirements of Chapter 2.6 of Division 1 of Title 7 (commencing with Government Code section 65088) pertaining to congestion management planning, as permitted by Government Code section 65088.3. For

this reason, compliance with Chapter 2.6 shall not be deemed to be a purpose of NVTA.

2.3 Intentionally omitted.

2.4 Preparation of County Transportation Plan. The purposes of NVTA shall include delegation by the County of Napa to NVTA of the County's authority under Government Code section 66531 to prepare and submit to the Metropolitan Transportation Commission (MTC) a county transportation plan for the incorporated and unincorporated territory of Napa County which shall include consideration of the planning factors included in Section 134 of the federal Intermodal Surface Transportation Efficiency Act of 1991, as such may be amended from time to time.

2.5 Exercise of Common and Additional Powers. The purposes of NVTA shall include establishment of NVTA as an independent joint powers entity to enable the Member Jurisdictions not only to exercise jointly the common powers of the Member Jurisdictions set forth in Section 2.1 but also to exercise such additional powers as are conferred by Section 5 of this Agreement or by the Government Code upon all joint powers agencies.

SECTION 3. ASSUMPTION OF CMA AND NCTPA CONTRACTS

3.1 Assumption of CMA and NCTPA Contracts. All contracts entered into by the agency in the name of CMA or in the name of NCTPA, which were in effect as of [February 17, 2016 shall be assigned to and assumed in the name of NVTA on and after that date and all references therein to "CMA," "Congestion Management Agency," "Napa County Congestion Management Agency," "NCTPA," or "Napa County Transportation and Planning Authority" shall be deemed to refer to NVTA.

3.2 Delegation of Contract Responsibilities of CMA Manager or NCTPA Manager. All references in any CMA or NCTPA contracts assumed by NVTA under Section 3.1 delegating contract responsibilities to the CMA Manager or to the NCTPA Manager shall be deemed to refer, on and after February 17, 2016, to the Executive Director of NVTA.

SECTION 4. ORGANIZATION

4.1 Composition. NVTA shall be composed of the Member Jurisdictions, to-wit: the County of Napa, the Cities of American Canyon, Napa, St. Helena, and Calistoga, and the Town of Yountville.

4.2 Principal Office. The principal office of NVTA shall be established by resolution of the NVTA Board.

4.3 **Governing Board.** The powers of NVTa shall be vested in its governing board (hereinafter referred to as “NVTa Board”).

4.3.1 **Appointment, Replacement and Voting Power of NVTa Board Members (“Members”).**

(a) **Voting Members.** Each voting Member of the NVTa Board shall be an elected official of the governing board of the appointing Member Jurisdiction. One voting Member from each appointing Member Jurisdiction which is a city or town shall be that Member Jurisdiction’s mayor. Any elected official serving as the Napa County representative to the Metropolitan Transportation Commission shall be one of the voting Members appointed by that Member Jurisdiction. Members shall continue to serve as such until they cease to hold their elected positions, are removed in the sole discretion of their respective Member Jurisdiction, resign or are otherwise removed from or disqualified from holding their elected positions as a matter of law or by judgment of a court of competent jurisdiction.

(b) **Non-Voting Member Representing the PCC.** The non-voting Member appointed by NVTa Board upon nomination by the Paratransit Coordinating Council (PCC) shall also be a member or alternate member of the PCC, selected by and serving at the pleasure of the PCC.

(c) **Vacancies.** Except for a vacancy in the non-voting position appointed by the NVTa Board under subsection (b), vacancies on the NVTa Board shall be filled, to the extent practicable, by the respective Member Jurisdictions within sixty (60) days of the occurrence thereof. NVTa and the NVTa Board shall be entitled to rely upon written notice from the clerk of the governing board of the Member Jurisdiction as conclusive evidence of the appointment and removal of all Members and their alternates.

(d) **Composition of Members.** The composition of the Members of the NVTa Board shall be as follows:

<u>Appointing Entity</u>	<u>Number of Members</u>
City of American Canyon	2
City of Calistoga	2
City of Napa	2
City of St. Helena	2

Town of Yountville	2
County of Napa	2
NVTA Board (nominated by Paratransit Coordinating Council)	1

(e) **Voting Power of Members.** The voting power of the Members of the NVTA Board shall be as follows:

(1) On all matters concerning powers under Section 5.2 subsections (a) through (q), inclusive:

<u>Appointing Entity</u>	<u>Voting Power</u>
City of American Canyon	4 (each Member has two votes)
City of Calistoga	2 (each Member has one vote)
City of Napa	10 (each Member has five votes)
City of St. Helena	2 (each Member has one vote)
Town of Yountville	2 (each Member has one vote)
County of Napa	4 (each Member has 2 votes)
NVTA Board (nominated by Paratransit Coordinating Council)	0 (non-voting)

(2) On all matters concerning powers under Section 5.2 subsection (r), each voting Member shall have one vote.

(f) **Alternate Members.** Each Member Jurisdiction may, in its discretion, appoint alternate(s) for its Members of the NVTA Board. An alternate shall be an elected official of the governing board of the appointing Member Jurisdiction. Any appointed alternate Members may attend in place of that jurisdiction's Member and participate in discussions of the NVTA Board in the same manner as the Members, but an alternate of a voting Member shall vote only when the Member for whom he or she is an alternate is physically absent or cannot vote due to a conflict of interest.

4.3.2 Compensation. No compensation shall be received by any Member of the NVTA Board unless expressly authorized by unanimous resolution of all of the voting Members of the NVTA Board.

4.4 Advisory Committees.

4.4.1 Technical Advisory Committee (TAC). A single Technical Advisory Committee (TAC) shall be appointed by the NVTA Board to advise the NVTA Board regarding transit and roadway issues, including planning, project, and policy aspects. The TAC members shall include the Executive Director of NVTA, serving ex-officio; a member nominated by the PCC and appointed by the NVTA Board; and two members and two alternate members from the technical staffs of each of the Member Jurisdictions, serving ex-officio as designated by the chief administrative officers of the respective Member Jurisdictions.

4.4.2 Active Transportation Advisory Committee. The Active Transportation Advisory Committee (ATAC) shall be appointed by and serve in an advisory capacity to the NVTA Board on matters of bicycling and pedestrian issues. By-laws and amendments thereto for the ATAC shall be approved by the NVTA Board.

4.4.3 Paratransit Coordinating Council (PCC). The Paratransit Coordinating Council (PCC) shall be an advisory committee to the NVTA Board and serve as the social services transportation advisory council for Napa County provided for under Public Utilities Code section 99238. The PCC shall serve as the primary means of advice to the NVTA Board regarding, and representation of, the special transportation interests of the disabled and elderly, in order to carry out the intent of the State Legislature expressed in Public Utilities Code section 99238(d) to avoid duplicative transit advisory councils whenever possible. By-laws and amendments thereto for the PCC shall be approved by the NVTA Board.

4.4.4 Other Advisory Committees. The NVTA Board may create such other advisory committees, both ad-hoc and standing, as it sees fit.

4.4.5 Compliance with Maddy Act. When appointing members to the committees the NVTA Board shall comply with the provisions of the Maddy Local Appointive List Act of 1975, Government Code section 54970 et seq., as such has been and may be amended from time to time.

4.4.6 Compliance with Brown Act. Except for ad hoc committees, all advisory committees created pursuant to this Section 4.4 shall be subject to the requirements of the Ralph M. Brown Act, Government Code section 54950 et seq.

SECTION 5. POWERS

- 5.1 General.** NVTA shall have all powers necessary to carry out the purpose of this Agreement. Such powers shall be subject only to the limitations set forth in this Agreement, applicable laws and regulations, and such restrictions upon the manner of exercising such powers as are imposed by law upon the County of Napa in the exercise of similar powers except where specifically authorized otherwise by the Joint Exercise of Powers Act, Government Code section 6500 et seq.
- 5.2 Approved Powers.** The powers of NVTA specifically include but are not limited to the following:
- (a) To sue and be sued in its own name;
 - (b) To incur debts, liabilities and obligations;
 - (c) To employ agents, employees and to contract with third parties for goods and services, including but not limited to the services of engineers, planners, attorneys, accountants, fiscal agents (including auditors, controllers, and treasurers), and providers of transit services;
 - (d) To acquire, improve, hold, lease and dispose of real and personal property of all types;
 - (e) To undertake the acquisition of real property through the exercise of eminent domain in furtherance of transportation and transit related projects in accordance with State and Federal laws;
 - (f) To enact an ordinance for the purpose of adopting the California Uniform Construction Cost Accounting Act procedures and establishing an alternative method of procuring small construction contracts pursuant to California Public Contracts Code sections 22000, *et seq*, as amended from time to time.
 - (g) To make and enter into any contracts with any of the Member Jurisdictions for goods, services, equipment, or real property;
 - (h) To assume contracts made by any Member Jurisdiction or made pursuant to joint powers agreement between any of the Member Jurisdictions;
 - (i) To apply for and accept grants, donations, advances and contributions;
 - (j) To make plans and conduct studies;

- (k) To coordinate efforts with local, regional, state and federal agencies having jurisdiction over matters pertaining to transportation (including roads) and transit;
- (l) To engage in all activities necessary for NVTa to act as the Abandoned Vehicle Abatement Authority for Napa County;
- (m) To operate, directly or by contract with any person or entity including any Member Jurisdiction, any transit and paratransit services within Napa County in whole or in part and, if so, to submit any corresponding claims for funds or reimbursement under the Transportation Development Act (TDA), Section 29530 et seq. of the Government Code, as such may be amended from time to time;
- (n) To act as the overall program manager within Napa County for the purpose of receiving and reallocating the county's proportionate share of vehicle registration fees collected by the Bay Area Air Quality Management District (BAAQMD) under AB 434 (Chapter 807, Statutes of 1991, set forth in Health and Safety Code section 44241 et seq.);
- (o) To act as, exercise the powers conferred upon, and fulfill the responsibilities of the Consolidated Transportation Service Agency (CTSA) for Napa County as that term is defined in Public Utilities Code section 99204.5 as amended from time to time, if and when appointed as CTSA by the MTC, such appointment being deemed to supersede the appointment of the County of Napa as CTSA;
- (p) To invest any funds in the treasury of NVTa that are not required for the immediate necessities of NVTa in such manner as the NVTa Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601, except where otherwise restricted for particular funds by conditions imposed by the person or agency which is the source of those funds;
- (q) To apply for, expend and allocate all funds related to Transportation Development Act Article Three purposes, as set forth in Public Utilities Code section 99234, *et seq.*, as amended from time to time.
- (r) To act as a countywide advisory deliberative body on issues of land-use, demographics, economic development, community development, and environmental issues. Any such deliberations may result in advisory recommendations only, and such recommendations shall not be binding on any Member Jurisdiction.
- (s) To design, construct and operate buildings and facilities of any kind, including, without limitation, transit facilities.

SECTION 6. PERSONNEL AND ADMINISTRATION

6.1 Employees. NVTA may appoint, retain and compensate as a charge against the funds of NVTA, employees, whether temporary, probationary, limited term or permanent and/or may contract with any person or entity, including a Member Jurisdiction, for the furnishing of any services, including but not limited to legal, financial, accounting, data processing, secretarial, purchasing, and personnel services, which are necessary to fulfill the powers, duties and responsibilities of NVTA under this Agreement or as necessary to comply with the laws applicable to joint powers agencies within the State of California, including but not limited to the services described in Sections 6.2 through 6.4, below. Where such services are provided by employees of a Member Jurisdiction by contract between such Member Jurisdiction and NVTA or pursuant to Section 6.3 or 6.4 of this Agreement, NVTA and the employing Member Jurisdiction hereby expressly waive any conflict of interest or incompatibility of employment created thereby.

6.2 Executive Director.

6.2.1 General. NVTA shall hire or contract for the provision of the services of an Executive Director to serve as the chief administrative officer of NVTA, performing management and other duties which shall be described in a job description/scope of services approved by resolution of the NVTA Board.

6.2.2 Filings with Secretary of State. In addition to any other duties assigned to the Executive Director or otherwise required by law, the Executive Director is hereby authorized to and shall be responsible for filing on behalf of NVTA and the NVTA Board all notices required by Government Code sections 6503.5 and 53051.

6.3 Treasurer.

6.3.1 General. The Napa County Treasurer-Tax Collector shall serve as the NVTA Treasurer and in that capacity shall be the depository and have custody of the funds of NVTA, from whatever source, and shall perform the functions described in Government Code section 6505.5 (a) through (e). Notwithstanding the foregoing, the NVTA Board may retain a certified public accountant to serve as NVTA Treasurer in lieu of the Napa County Treasurer-Tax Collector.

6.3.2 Bond. The NVTA Treasurer shall post an official bond in an amount to be fixed by the NVTA Board. The cost of such bond shall be a charge against NVTA funds, except that if the NVTA Treasurer is the Napa County Treasurer-Tax Collector, the cost of the bond to be borne by NVTA shall be that amount which is in excess of the cost of the official bond posted by the Napa County Treasurer-Tax Collector for functions unrelated to NVTA.

6.3.3 Compensation. Pursuant to Government Code section 6505.5, the Napa County Board of Supervisors shall determine the charges to be made against NVTA for the services performed by the Napa County Treasurer-Tax Collector for NVTA which shall be a charge against NVTA funds. If the NVTA Board retains a certified public accountant to be NVTA Treasurer, the compensation of the NVTA Treasurer shall be determined by the NVTA Board and shall be a charge against NVTA funds.

6.4 Auditor-Controller.

6.4.1 General. The Napa County Auditor-Controller shall serve as the auditor-controller of NVTA and shall be responsible for drawing warrants to pay demands against NVTA when the demands have been approved by the NVTA Board or, upon delegation by the NVTA Board, by the Executive Director, or designee when acting as purchasing agent for NVTA.

6.4.2 Custodian of Property; Bond. With the exception of NVTA funds which shall be in the custody of the NVTA Treasurer, the Napa County Auditor-Controller shall, acting as NVTA Auditor-Controller, be the public officer designated pursuant to Government Code section 6505.1 to have charge of, handle, have access to, and maintain inventory any property of NVTA and shall post an official bond in an amount to be fixed by the NVTA Board. The cost of such bond, to the extent in excess of the cost of the official bond posted by the Napa County Auditor-Controller in connection with functions unrelated to NVTA, shall be a charge against NVTA funds.

6.4.3 Compensation. Pursuant to Government Code section 6505.5, the Napa County Board of Supervisors shall determine the charges to be made against the NVTA for the services performed by the Napa County Auditor-Controller for NVTA, which shall constitute a charge against the funds of NVTA.

SECTION 7. DUTIES AND RESPONSIBILITIES

7.1 Intentionally omitted.

7.2 Coordination of Transportation Systems. NVTA shall facilitate the coordination of transportation systems operated by or on behalf of the Member Jurisdictions with Napa County and adjacent counties.

7.3 Coordination of Transportation and Land Use Management. NVTA shall develop and implement programs and policies for the coordination of transportation and related land use management by the Member Jurisdictions. Such programs may include, but shall not be limited to, providing analysis of the

impacts of land use decisions by the Member Jurisdictions on regional transportation systems and the costs associated with mitigating those impacts. In carrying out this responsibility, NVTa shall review and comment on all discretionary projects related to transportation under consideration by any of the Member Jurisdictions and may review and comment on such discretionary projects under consideration by any other public entity which are submitted to NVTa for review and comment.

- 7.4 **Countywide Transportation Plans.** NVTa shall develop, adopt, implement, update as necessary, and submit to MTC a county transportation plan under Government Code section 66531 for the incorporated and unincorporated territory of Napa County which shall include consideration of the planning factors included in Section 134 of the federal Intermodal Surface Transportation Efficiency Act of 1991, as such may be amended from time to time.
- 7.5 **Submission of Funding Applications and Claims.** NVTa may submit applications and funding claims for transportation related purposes to local government, MTC, the State of California, the Federal Government and other entities supporting transportation.
- 7.6 **Intermodal Policies and Programs.** NVTa may consider and adopt policies and programs for all modes of transportation including but not limited to, transit, paratransit, streets and roads, bicycle and pedestrian facilities, airports, marinas, harbors, and railroads.
- 7.7 **Transportation Development Act (TDA) Claims for Transit and Paratransit Services.** If NVTa operates directly or by contract with any person or entity including any Member Jurisdiction the operation of any transit and paratransit services within Napa County in whole or in part, NVTa shall be deemed authorized by this Agreement to submit any corresponding claims for funds or reimbursement under the Transportation Development Act (TDA), Section 29530 et seq. of the Government Code, as such may be amended from time to time.
- 7.8 **Consolidated Transit Services Agency.** If, in the future and with the consent of all of the Member Jurisdictions and MTC, NVTa is appointed in place of the Napa County Board of Supervisors as the consolidated transportation service agency (CTSA) for Napa County as that term is defined in Public Utilities Code section 99204.5, as such may be amended from time to time, then and only then may NVTa make claims pursuant to the procedure set forth in Article 7 of Chapter 3 of Title 21 of the California Code of Regulations, commencing with 6680.
- 7.9 **Overall Program Manager (AB 434).** NVTa shall act as the overall program manager within Napa County for the purpose of receiving and reallocating the county's proportionate share of vehicle registration fees collected by the Bay Area

Air Quality Management District (BAAQMD) under AB 434 (Chapter 807, Statutes of 1991, set forth in Health and Safety Code section 44241 et seq.).

- 7.10 Deliberative Body.** NVTA shall act as the countywide deliberative body for discussions of inter-jurisdictional issues relating to land use, infrastructure, the economy and economic development, community development, and environmental issues. No subject may be deliberated unless a majority of votes, as determined by Section 4.3.1 (e) (2) of this Agreement, of the Board has approved such deliberations. The NVTA may adopt decisions on such matters, but its decisions shall constitute recommendations to the Member Jurisdictions only, and shall have no binding effect. Final decision making on all matters affecting Member Jurisdictions shall remain with the governing body of each Member, except as provided by Sections 5.2 (a) through (p) inclusive, of this Joint Powers Agreement, state or federal law, and applicable regulations.
- 7.11 Other Duties and Responsibilities.** NVTA shall carry out such other duties and responsibilities as the Member Jurisdictions, by unanimous approval expressed through amendment of this Agreement or resolutions of their respective governing boards, may delegate to NVTA.

SECTION 8. FINANCE

- 8.1 Fiscal Year.** The fiscal year for NVTA shall begin on July 1 and end on June 30.
- 8.2 Budget.** A budget for NVTA shall be adopted by the NVTA Board for each fiscal year prior to June 30 of the preceding fiscal year. The budget shall include sufficient detail to constitute an operating guideline. It shall also include the anticipated sources of funds and the anticipated expenditures to be made for the operations of NVTA. Approval of the budget by the NVTA Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand as determined by the NVTA Auditor-Controller and subject to the constraints imposed upon general law counties pertaining to execution of contracts by purchasing agents. Nothing in this Section 8.2 shall be construed to limit the power of the NVTA Board to modify the budget in whatever manner it deems appropriate and to instruct the Executive Director accordingly.
- 8.3 Revenues.**
- 8.3.1 Membership Fees.** The Member Jurisdictions shall pay to NVTA an annual membership fee (the "Membership Fee") based on (a) the relative populations of the Member Jurisdictions and (b) the relative number of road miles served by NVTA in each Member Jurisdiction. The Membership Fee shall be due and payable on or before June 30 of the current fiscal year. The fees for fiscal year 2021-2022 are shown in the

chart below. NVTa shall adjust the Membership Fees based on changes to the Bay Area Consumer Price Index every two years concurrently with NVTa's biennial budget cycle, provided that the total Membership Fees assessed to the Member Jurisdictions shall not be reduced below \$250,000 until all bonds or other instruments of indebtedness issued or entered into by NVTa, if any, have been paid in full.

Member Jurisdiction	Membership Fee (FY 2021-2022)	Weighted Average
City of Napa	\$109,480	43.79%
Napa County	\$91,841	36.74%
City of American Canyon	\$27,820	11.13%
Town of Yountville	\$3,905	1.56%
City of St. Helena	\$9,666	3.87%
City of Calistoga	\$7,288	2.92%
Total	\$250,000	100%

8.3.2 Approval Required for Changes to Membership Fee Apportionment.

No change shall be made to the apportionment of Membership Fees among the Member Jurisdictions (as set forth in the "Weighted Average" column of the Membership Fee chart shown in Section 8.3.1, above) unless such change in apportionment has been first approved by the legislative bodies of all of the Member Jurisdictions.

8.3.3 Transportation Funds. In order to carry out the transportation duties and responsibilities of this Agreement, NVTa shall be empowered to claim all TDA funds under Articles 4, 4.5 and/or 8 of Chapter 4 of the Public Utilities Code apportioned within Napa County by the Metropolitan Transportation Commission. All TDA funds will be used for purposes allowed under TDA regulations with the exception of those funds for streets and roads, Section 99400(a) of the Public Utilities Code. All TDA funds claimed by NVTa shall be used at the sole discretion of the NVTa Board of Directors only for transportation, transit, paratransit services, related capital improvements and payment of related debt obligations. TDA funds apportioned or allocated under Section 99233.3 are not subject to this agreement. Member Jurisdictions endorse a single apportionment by MTC under Sections 99233.8 and 99233.9 of the Public Utilities Code to the NVTa on behalf of the jurisdictions of Napa County. If apportionment under Sections 99233.8 and 99233.9 of the Public Utilities Code are made to any Member Jurisdiction, the NVTa is authorized to claim all such apportionments for transit purposes without further action by the Member Jurisdiction. Funds available pursuant to Section 99313.6, excluding funds apportioned or allocated under Section 99314.3, shall be claimed solely by the NVTa for

transit purposes. No Member Jurisdiction shall claim funds apportioned or allocated under Section 99313.6, excluding funds apportioned or allocated under Section 99314.3.

8.3.4 Standards For Use of TDA Funds. Every two years, the NVTA will prepare and adopt a Short Range Transit Plan ("SRTP"). As warranted, at the discretion of the NVTA Board, the SRTP may be updated annually. The NVTA Board will adopt the SRTP and any updated SRTP. The SRTP shall provide the basis for evaluating what services are necessary and where services will be provided.

8.4 Accountability.

8.4.1 Accountable to Member Jurisdictions. NVTA shall be strictly accountable to the Member Jurisdictions for all receipts and disbursements of NVTA.

8.4.2 Annual Financial Audit. The NVTA Board shall cause an annual financial audit to be prepared and filed to the extent required by Government Code section 6505.

8.5 Debts, Liabilities and Obligations.

8.5.1 General.

(a) Obligation and Assignment of Debt. The debts, liabilities, and obligations of NVTA shall be solely the obligation of NVTA and not the debts, liabilities, and obligations of the Member Jurisdictions or their respective officers or employees. However, nothing in this Agreement shall prevent any Member Jurisdiction from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of NVTA, provided that both the NVTA Board and that Member Jurisdiction give prior approval of such contract or assumption.

(b) Advance Notice of Debts. NVTA will provide notice to the NVTA Board of Directors at their next regular or special meeting prior to submission of a formal application for long term debt where debt payments are expected to exceed one year. This notice provision shall not apply to applications for or extensions to lines of credit.

8.5.2 Liability.

(a) Primary Liability. If liability is imposed upon NVTA by a court of competent jurisdiction by reason of negligent or willful acts or omissions of NVTA or any of its officers, employees, agents, volunteers, or contractors,

any resulting monetary judgment against NVTA shall be paid first from the discretionary funds of NVTA or, if the liability arose from the actions of a contractor, contribution shall be sought from the contractor.

(b) **Insurance.** To comply with subsection (a), above, NVTA shall obtain and maintain in force during the life of this Agreement insurance for errors and omissions, general liability, and vehicle liability in amounts deemed by the NVTA Board to be sufficient to fully cover NVTA, its officers, employees, board members, and agents, and the Member Jurisdictions for any reasonably foreseeable losses. Where services are provided by contract to NVTA, the contract shall require the contractor to obtain insurance sufficient to hold NVTA and the Member Jurisdictions harmless and indemnify them against any claims for liability arising from the provision of the services. The cost of such coverage, whether obtained directly by NVTA or as any increased in the contract price for services obtained under contract, shall be a charge against NVTA funds.

SECTION 9. RULES OF CONDUCT

- 9.1 **Bylaws.** The NVTA Board may from time to time adopt bylaws for the conduct of the affairs of NVTA and the NVTA Board, provided such Rules of Conduct are not inconsistent with this Agreement.
- 9.2 **Quorum.** A majority of the voting power and seven (7) of the twelve (12) voting members (or their alternates) of the NVTA Board shall constitute a quorum for the transaction of business at any meeting of the NVTA Board. Notwithstanding the foregoing, if a quorum is present at the commencement of the meeting, the affirmative vote of a majority of the voting power of the NVTA Board shall constitute the act of the NVTA Board even if, at the time of such vote, less than seven voting members (or their alternates) are present.
- 9.3 **Adjournment of Meetings.** Any meeting of the NVTA Board, whether or not a quorum is present, may be adjourned by a vote of the majority of the voting members (or their alternates) present or, if no voting members or their alternates are present, may be adjourned by the person appointed to serve as Clerk or Secretary of the NVTA Board.
- 9.4 **Brown Act.** All meetings of the NVTA Board shall comply with the requirements of the Ralph M. Brown Act (Government Code section 54950 et seq.).

SECTION 10. NOTICES

- 10.1 **Method.** All notices which any Member Jurisdiction or NVTA may wish to give in connection with this Agreement shall be in writing and served by personal delivery during business hours at the principal office of the Member Jurisdiction or NVTA

to an officer or person apparently in charge of that office, or by deposit in the United States mail, postage prepaid, and addressed to the Member Jurisdiction or NVTA at its principal office or to such other address as the Member Jurisdiction or NVTA may designate from time to time by written notice to NVTA and each of the parties. Service of notice shall be deemed complete on the day of personal delivery (or 24 hours after such delivery for notice of special meetings) or three (3) days after mailing if deposited in the United States mail.

10.2 Addresses for Notice. Until changed by written notice to NVTA and the Member Jurisdictions, notices under this Agreement shall be delivered to the following addresses:

NVTA:	Executive Director Napa Valley Transportation Authority 625 Burnell Street Napa, California 94559-3420
COUNTY OF NAPA:	Clerk of the Board of Supervisors County Administration Building 1195 Third Street, Room 310 Napa, California 94559
CITY OF AMERICAN CANYON:	American Canyon City Clerk 4381 Broadway Street, Suite 201 American Canyon, California 94503
CITY OF NAPA:	Napa City Clerk 955 School Street Napa, California 94559
TOWN OF YOUNTVILLE:	Yountville Town Clerk 6550 Yount Street Yountville, California 94599
CITY OF ST. HELENA:	St. Helena City Clerk 1480 Main Street St. Helena, California 94574
CITY OF CALISTOGA:	Calistoga City Clerk 1232 Washington Street Calistoga, California 94515

SECTION 11. ASSIGNMENT, WITHDRAWAL AND TERMINATION

- 11.1 Assignment.** This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Member Jurisdictions, except that no Member Jurisdiction shall assign any of its rights under this Agreement except to a duly-formed public entity organized and existing under the laws of the State of California and then only when approved by amendment of this Agreement.
- 11.2 Withdrawal.** A Member Jurisdiction may withdraw from NVTa without the consent of the other Member Jurisdictions by giving no less than ninety (90) days prior written notice to the NVTa Board. A Member Jurisdiction may withdraw from NVTa at any time with the written consent of all of the other Member Jurisdictions contained in an amendment of this Agreement. A Member Jurisdiction electing to withdraw prior to termination of the Agreement pursuant to Section 11.3 shall not be entitled to share in the distribution of assets provided for in Section 11.3. This provision shall not be effective and no Member Jurisdiction may withdraw from NVTa until all bonds or other instruments of indebtedness issued or entered into by NVTa, if any, have been paid in full.
- 11.3 Termination.** The Agreement shall continue in effect until terminated. The Agreement may be terminated at any time and NVTa dissolved with the written consent of the majority of the then-existing Member Jurisdictions representing a majority of the votes on the NVTa Board. Such consent shall be expressed in duly-authorized resolutions of the Member Jurisdictions. This provision shall not be effective so long as any bonds or other indebtedness of NVTa are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds or other indebtedness and the documentation relating thereto.
- 11.4 Disposition of Assets.** In the event of termination of the Agreement and dissolution of NVTa, any remaining assets of NVTa shall be sold or, if sale is prohibited under the terms of original acquisition, returned to or otherwise disposed of at the direction of the party or persons from whom they were obtained. After all liabilities, encumbrances and liens have been paid, the proceeds of such sales shall be allocated proportionately to the Member Jurisdictions based upon their respective populations as determined by the latest California State Department of Finance population figures. Notwithstanding the foregoing, in accordance with Government Code section 6512, any funds remaining at the time of termination which were contributed by the Member Jurisdictions shall be returned to the Member Jurisdictions in proportion to the contributions made.

SECTION 12. AMENDMENTS

- 12.1 Method of Amendment.** Amendments to this Agreement shall be made only with the written consent of all then-existing Member Jurisdictions without regard to

voting power on the NVTB Board. So long as any bonds or other indebtedness of NVTB are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds or other indebtedness and the documentation relating thereto, this Joint Powers Agreement shall not be amended, modified or otherwise revised, changed or rescinded, unless the NVTB and Member Jurisdictions have first complied with (i) the procedures required to amend any indenture for existing Bonds, or (ii) the terms of other indebtedness, as applicable.

SECTION 13. WAIVER

- 13.1 Limitation.** Waiver by any Member Jurisdiction of breach of any provision of this Agreement shall not constitute a waiver of any other breach of such provision or of any other provision of this Agreement, nor shall failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 14. SEVERABILITY

- 14.1 General.** Should any part, term or provision of this Agreement be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any State or federal law or regulation or any applicable local ordinance or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms and provisions shall not be affected.

SECTION 15. SECTION HEADINGS

- 15.1 Effect.** All section numbers and headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 16. APPLICABLE LAW AND VENUE

- 16.1 Applicable Law.** The rights, obligations, duties and liabilities of NVTB and of the Member Jurisdictions under this Agreement shall be interpreted in accordance with and governed by the law of the State of California.
- 16.2 Venue for Disputes.** Venue for any action filed by any Member Jurisdiction under state law to enforce this Agreement or any provision thereof shall be in the courts of Napa County. Venue for any action filed by any Member Jurisdiction under federal law or as a federal action shall be in the federal courts for the Northern District of California.

SECTION 17. NO RIGHTS CREATED IN THIRD PARTIES

- 17.1 No Rights for Third Parties.** The parties to this Agreement hereby expressly agree that it is not the intent of the parties to create, and this Agreement shall not be deemed or construed to create any third party beneficiaries or otherwise inure to the benefit of any third parties.

SECTION 18. ENTIRE AGREEMENT

- 18.1 Integrated Agreement.** The terms and provisions of this Agreement constitute the full and entire agreement between the Member Jurisdictions with respect to the matters covered herein. This Agreement supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Member Jurisdictions with respect to such subject matter, including any prior agreement or amendment thereto relating to the CMA.

NVTA Joint Powers Agreement (JPA) Timeline

Amendment	Year	Summary of Changes
	1991	The County of Napa and Cities of Napa, St. Helena, Calistoga and Town of Yountville formed the Napa Congestion Management Agency (CMA) in accordance with Chapter 2.6 Division 1 of Title 7 of Ca. Govt. Code 65088 requiring a congestion management program to be developed in every county with an urbanized area. Compliance with this requirement was achieved by creating a joint powers agreement representing the collective jurisdictions. When the Napa County Congestion Management was formed it had 2 elected representatives from the City of Napa and 2 elected representatives from the County and 1 elected representative from the other 3 jurisdictions, for a total of 7 members.
No. 1	1992	Amended to include the newly incorporated City of American Canyon with 1 elected representative.
No. 2	1994	Amended to provide more planning responsibility to the Napa CMA beyond the Congestion Management Plan.
No. 3	1994	Amended to clarify language around the CMP and monitoring each jurisdiction's conformance and requirements of the technical advisory committee.
No. 4	1998	Amended to exempt Napa County jurisdictions from the congestion management requirements of Govt. Code 65088.3 but continue the coordination of transportation planning and implementation by creating the Napa County Transportation Planning Agency which replaces the Napa Congestion Management Agency. NCTPA was created to coordinate transportation policy development and planning activities, including intermodal policy framework and provided the county more competitive input to the region by having a collective voice.
No. 5	2000	Consolidated transit service and transit planning under NCTPA and delegate all Transportation Development Act (TDA) funds to NCTPA to contract and operate the Vine Transit system.
No. 6	2007	Clarified the general purpose of NCTPA to primarily be transportation policy development and planning activities, but a secondary purpose was for the agency to be a countywide deliberation forum on land-use, demographics, economic development, community development, environmental, and arts and cultural issues. It also changed the agency name to Napa County Transportation and Planning Agency. The amendment changed the Board make-up to two elected representatives from each jurisdiction, one being the mayor or chair of the elected body and the Metropolitan Transportation Commissioner was required to sit on the NCTPA board.
No. 7	2009	Clarified that Board alternates were representing the city/county/town and not the individual and clarified the chair of the Board of Supervisors was not required to sit on the Board.
No. 8	2012	Expands the scope of duties performed by NCTPA by adopting the Uniform Public Cost Construction Accounting Act to allow the agency to simplify bidding process for construction projects
No. 9	2013	Removed the second non-voting member of the NCTPA Board which had never been filled and revisited the weighted voting, giving the City of American Canyon increased voting power (2 votes for each member) and redistributed the voting power amongst the two City of Napa representatives to be equal meaning 5 votes for each member. In addition, under general purpose of the Agency "arts and cultural issues" was removed.
No. 10	2016	Renamed the agency to the Napa Valley Transportation Authority (NVTA)
No. 11	2018	In anticipation of several capital projects, added language specifying NVTA's ability to incur debt and obligations to satisfy conditions of financial institutions to underwrite debt obligations and receive proceeds.
No. 12	2021	Added language to respond to Build America Bureau's (BAB) requests to clarify language on federal debt obligations. This was to satisfy requirements under the TIFIA loan received for the Bus Maintenance Facility.