



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:

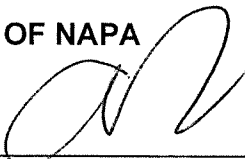
TERMS

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

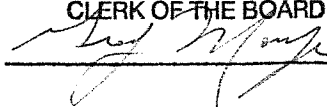
Date: _____

ATTEST:
CHERRI WALTON
American Canyon Interim City Clerk

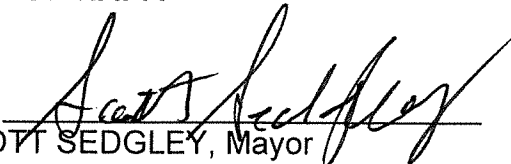
APPROVED AS TO FORM:
WILLIAM D. ROSS
American Canyon City Attorney

By: _____

By: _____

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


CITY OF NAPA

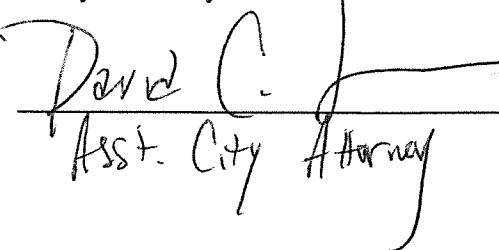
By: 
SCOTT SEDGLEY, Mayor

Date: 1/5/2021

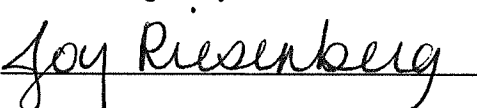
ATTEST:
TIFFANY CARRANZA
Napa City Clerk

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: _____

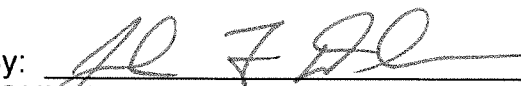
ATTEST:
TIFFANY CARRANZA
Napa City Clerk

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

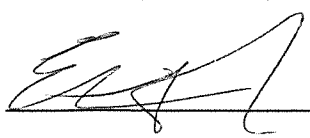
By: _____
GEOFF ELLSWORTH, Mayor

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
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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 NVTB Board unless expressly authorized by unanimous resolution of all of the voting Members of the NVTB Board.

4.4 Advisory Committees.

4.4.1 Technical Advisory Committee (TAC). A single Technical Advisory Committee (TAC) shall be appointed by the NVTB Board to advise the NVTB Board regarding transit and roadway issues, including planning, project, and policy aspects. The TAC members shall include the Executive Director of NVTB, serving ex-officio; a member nominated by the PCC and appointed by the NVTB 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 NVTB Board on matters of bicycling and pedestrian issues. By-laws and amendments thereto for the ATAC shall be approved by the NVTB Board.

4.4.3 Paratransit Coordinating Council (PCC). The Paratransit Coordinating Council (PCC) shall be an advisory committee to the NVTB 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 NVTB 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 NVTB Board.

4.4.4 Other Advisory Committees. The NVTB 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 NVTB 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.