

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, March 19, 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 #.
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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 comunicaci3n a las personas discapacitadas y los individuos con conocimiento limitado del ingl3s quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al n3mero (707) 259-8633. Requerimos que solicite asistencia con tres d3as h3biles de anticipaci3n 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. Approval of Board Member Remote Participation
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. CONSENT AGENDA ITEMS

- 9.1 **Meeting Minutes of February 19, 2025 (Laura Sanderlin) (Pages 9-12)**

Recommendation: Board action will approve the minutes of the February 19th regular meeting.

Estimated Time: 1:30 p.m.

Attachments: [Draft Minutes](#)

- 9.2 **Measure T 6.67% Equivalent Fund Certification (Addrell Coleman) (Pages 13-18)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 25-03 certifying NVTA 6.67% Equivalent Fund spending for Fiscal Year 2023-24.

Estimated Time: 1:30 p.m.

Attachments: [Staff Report](#)

9.3 Resolution No. 25-04 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) (Joanne Au) (Pages 19-24)

Recommendation: That the NVTA Board approve Resolution No. 25-04 approving the FY 2024-25 Low Carbon Transit Operations Program (LCTOP) Zero Emission Bus project.

Estimated Time: 1:30 p.m.

Attachments: [Staff Report](#)

9.4 Napa Valley Transportation Authority (NVTA) Agreement No. 25-C05 with Brown Armstrong Certified Public Accountants for Professional Audit Services (Antonio Onorato) (Pages 25-57)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve NVTA Agreement No. 18-49 with Brown Armstrong Certified Public Accountants for professional audit services for fiscal years ending June 30, 2025 to 2031 in a contract amount not to exceed \$467,027 plus a contingency and allow the Executive Director or designee to execute all contract documents.

Estimated Time: 1:30 p.m.

Attachments: [Staff Report](#)

10. CLOSED SESSION

10.1 PUBLIC EMPLOYMENT
(Pursuant to Government Code Section 54957(b)(1)
Title: Executive Director

Estimated Time: 2:00 p.m.

- 10.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:**
Initiation of Litigation pursuant to Government Code Section 54956.9(d)(4) (1 potential case)

Estimated Time: 2:00 p.m.

11. REGULAR AGENDA ITEMS

- 11.1 Napa Valley Transportation Authority (NVTA) Organizational Structure (Laura Sanderlin) (Pages 58-65)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the addition of (1) full-time equivalent (FTE) position to the organizational structure.

Estimated Time: 2:45 p.m.

Attachments: [Staff Report](#)

- 11.2 Accessible Transportation Needs Assessment (ATNA) Draft Plan Release (Diana Meehan) (Pages 66-69)**

Recommendation: Information only

Estimated Time: 2:55 pm

Attachments: [Staff Report](#)

- 11.3 Funding Agreement with the Solano Transportation Authority (STA) for the Solano-Napa North Bay Passenger Rail Feasibility Study (Danielle Schmitz) (Pages 70-82)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to enter and make minor modifications to Agreement No. 25-C14 with the Solano Transportation Authority (STA) for the Solano-Napa North Bay Passenger Rail Feasibility Study in an amount not-to-exceed \$125,000. (\$100,000 funding agreement plus contingency)

Estimated Time: 3:10 p.m.

Attachments: [Staff Report](#)

11.4 Napa Valley Transportation Authority (NVTA) Agreement No. 25-C03 with KNN Public Finance for On-Call Financial Advisory Services (Antonio Onorato) (Pages 83-102)

Recommendation: That the Napa Valley Transportation Authority authorize the Executive Director, or designee to execute and make minor changes to Agreement No. 25-C03 with KNN Public Finance for on-call financial advisory services for a period of up to six years in an amount not to exceed \$630,000.

Estimated Time: 3:20 p.m.

Attachments: [Staff Report](#)

11.5 Federal and State Legislative Update (Kate Miller) (Pages 103-122)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update and the State Legislative Update and take action on legislation included on the State Bill Matrix.

Estimated Time: 3:30 p.m.


Attachments: [Staff Report](#)

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

13.1 The next Regular Meeting is Wednesday, April 16th.

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, March 14th.



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 NVRTA Board of Directors

Wednesday, February 19, 2025

1:00 PM

JoAnn Busenbark Board Room

1. Call to Order

Chair Joseph called the meeting to order at 1:10pm.

2. Approval of Board Member Remote Participation

None

3. Roll Call

Present:

Scott Sedgley
Donald Williams
Kevin Eisenberg
Robin McKee
Pierre Washington
Bernie Narvaez
Liz Alessio
Margie Mohler
Mark Joseph
Paul Dohring
Amber Manfree

Non-Voting:

Devereaux Smith

Absent:

Michelle Deasy

4. Adoption of the Agenda

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

Aye: 23 - Sedgley, Williams, Eisenberg, McKee, Washington, Narvaez, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 1 - Deasy

5. Public Comment

None

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

Chair Joseph welcomed new Board members and acknowledged recent accolades of Executive Director Miller.

Director Alessio reported 42 miles of paved roads by County of Napa in 2024 and BOS's recent approval to ratify a proclamation of local emergency allocating \$9.5 million in general funds to fix storm damage.

Director Miller reported recent MTC activities.

7. Executive Director's Update

Executive Director Miller reported:

- Welcome new Board members
- Transit Transformation Task Force overview and recent meeting topics
- NVRTA community outreach events and social media efforts
- Countywide Active Transportation Plan workshop on February 26
- April 16th Board Meeting will be held as a retreat from 11am-3pm
- Jackie Rhodes bus stop dedication ceremony on April 4th
- Annual Report distribution

8. Caltrans' Update

Amani Meligy, Caltrans provided February update.

9. PRESENTATIONS

9.1 Appreciation for Bill Dodd on his retirement from the State Senate (Mark Joseph)

9.2 NVRTA Project Update (Grant Bailey)

Director Williams reported safety concerns on the Vine Trail segment due to excessive signage and staff confirmed that there are efforts underway to reduce signage.

Public comment by resident, Ashley Tenschler regarding public transit GPS visibility.

10. CONSENT AGENDA ITEMS

Motion **MOVED** by EISENBERG, **SECONDED** by ALESSIO to **APPROVE** Agenda Item 10 Consent Items 10.1-10.7. Motion passed unanimously.

Aye: 23 - Sedgley, Williams, Eisenberg, McKee, Washington, Narvaez, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 1 - Deasy

10.1 Meeting Minutes of December 18, 2024 (Laura Sanderlin) (Pages 10-12)

Attachments: [Draft Minutes](#)

10.2 Special Meeting Minutes of December 18, 2024 (Laura Sanderlin) (Pages 13-14)

Attachments: [Draft Minutes](#)

10.3 Purchase Order 25-P5039 with Cubic Transportation Systems for installation of the Clipper fare payment system (Rebecca Schenck) (Pages 15-21)

Attachments: [Staff Report](#)

- 10.4** Resolution No. 25-02 Adopting the Transportation Fund for Clean Air (TFCA) Program Manager Expenditure Plan for Fiscal Year End (FYE) 2026 (Addrell Coleman) (Pages 22-28)

Attachments: [Staff Report](#)

- 10.5** On-Call Task Order with TYLin (Grant Bailey) (Pages 29-36)

Attachments: [Staff Report](#)

- 10.6** Authorization to Execute and File Federal Transit Administration Grants (Antonio Onorato) (Pages 37-41)

Attachments: [Staff Report](#)

- 10.7** Citizen Advisory Committee (CAC) Member Appointments (Laura Sanderlin) (Pages 42-44)

Attachments: [Staff Report](#)

11. REGULAR AGENDA ITEMS

- 11.1** Napa Valley Transportation Authority (NVRTA) Annual Financial Statement with Independent Auditor's Report for the Years Ended June 30, 2024 and 2023 and Single Audit Report of Uniform Guidance (Antonio Onorato) (Pages 45-146)

Attachments: [Staff Report](#)

Director Narvaez requested staff provide expense items listed as miscellaneous.

Motion MOVED by WILLIAMS, SECONDED by NARVAEZ to APPROVE Agenda Item 11.1 to accept and file the Financial Statements with Independent Auditor's report and return an allocation surplus to the LTF trust fund. Motion passed unanimously.

Aye: 22 - Sedgley, Williams, McKee, Washington, Narvaez, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 2 - Eisenberg, and Deasy

- 11.2** Vine Transit Report (Rebecca Schenck) (Pages 147-153)

Attachments: [Staff Report](#)

Information only/No action taken

Public comment by resident, Ashley Tenscher, regarding cross collaboration with local employers.

- 11.3** Federal and State Legislative Update (Kate Miller) (Pages 154-156)

Attachments: [Staff Report](#)

Information only/No action taken

12. FUTURE AGENDA ITEMS

- Increasing ridership
- Bus shelter assessment

13. CLOSED SESSION

The Board entered into Closed Session at 3:00pm.

13.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
(Initiation of litigation pursuant to Government Code § 54956.9(d): (1 potential case)

13.2 PUBLIC EMPLOYMENT
(Pursuant to Government Code Section 54957(b)(1)

Title: Executive Director

Board returned to Open Session at 3:32pm with no reportable action.

14. ADJOURNMENT

Chair Joseph adjourned the meeting at 3:32pm.

14.1 The next Regular Meeting is Wednesday, March 19th.

Laura M. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY **COVER MEMO**

SUBJECT

Measure T 6.67% Equivalent Fund Certification

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 25-03 certifying NVTA 6.67% Equivalent Fund spending for Fiscal Year 2023-24.

EXECUTIVE SUMMARY

The Measure T Ordinance requires that the jurisdictions and NVTA collectively spend the equivalent of Measure 6.67% funds generated annually in other eligible fund sources on Class 1 bike and pedestrian facilities. The jurisdictions and NVTA 6.67% commitments must be certified by their governing boards. NVTA staff is requesting the Board certify the qualifying NVTA funds expended on Class I bicycle and pedestrian facilities in the amount of \$93,106.01 on the St. Helena to Calistoga Vine Trail Project.

FISCAL IMPACT

Is there a fiscal impact? No



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA-TA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Addrell Coleman, Associate Program Planner/Analyst
Phone: (707) 259-8235 / Email: acoleman@nvta.ca.gov
SUBJECT: Measure T 6.67% Equivalent Fund Certification

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 25-03 certifying NVTA's 6.67% Equivalent Fund spending for Fiscal Year 2023-24.

COMMITTEE RECOMMENDATION

None

BACKGROUND

On November 6, 2012, the voters in Napa County approved Measure T, the Napa Countywide Road Maintenance Act. Measure T is a ½-cent sales tax expected to generate over \$500 million over a 25-year period that began on July 1, 2018. Measure T is for the rehabilitation of local streets and roads. As part of the Ordinance, all agencies must collectively commit non-Measure T funds towards Class I bicycle and pedestrian facilities equivalent to 6.67% of the estimated total revenue of Measure T. Qualifying funding sources for 6.67% Equivalent Fund projects must be from either local general funds or formula specific funds.

Currently, 6.67% Equivalent Fund projects are committed on the 5-year project list, which agencies update every 2 years. These projects reflect future spending committed by the jurisdictions, but do not show current spending on qualifying Equivalent Fund projects. To ensure compliance with the 6.67% Equivalent Funds requirement, the NVTA-TA updated the Measure T Policies and Procedures in March 2022 to include an annual self-certification of funds spent. Funds certified during this certification are to showcase spending during Fiscal Year 2023-24.

The table below presents a summary of the 6.67% Equivalent Fund expenditures allocated by the Napa Valley Transportation Authority. These expenditures specifically cover staff time and are funded through contributions from the general fund.

Table 1. NVTA Equivalent Fund Spending

Vine Trail Equivalent Fund Spending	
NVTA Staff Time	\$93,106.01
Total	\$93,106.01

ATTACHMENTS

- (1) Resolution 25-03 certifying Measure T 6.67% Equivalent funds spent by NVTA

RESOLUTION No. 25-03

**A RESOLUTION OF NAPA VALLEY TRANSPORTATION AUTHORITY
APPROVING CERTIFICATION OF 6.67% EQUIVALENT FUND EXPENDITURES
UNDER THE MEASURE T PROGRAM**

WHEREAS, on November 6, 2012 the voters of Napa County passed the Napa Countywide Road Maintenance Act, also known as Measure T, which imposes a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure T Expenditure Plan; and

WHEREAS, the Napa Valley Transportation Authority is the designated agency that administers and oversees the Measure T revenues; and

WHEREAS, the Napa Valley Transportation Authority is an eligible recipient of Measure T funds; and

WHEREAS, the tax proceeds will be used to pay for the projects outlined in the Measure T Expenditure Plan allocated to the County of Napa and the cities and town within Napa County (“Local Agencies”) as set forth in Measure T; and

WHEREAS, under the Measure T Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Measure; and

WHEREAS, the Napa Valley Transportation Authority shall determine and certify to NVTA-TA the annual spending towards qualifying Class I Bicycle Facilities, consistent with the criteria set forth in Section 3B of Ordinance No. 2012-01, including a memorandum detailing the supporting financial documentation and the methodology utilized to calculate the total spending and funding source; and

WHEREAS, that amount set forth in Exhibit “A” will be deemed the “6.67% Equivalent Fund Spending for Class I Bicycle Facilities” of the Napa Valley Transportation Authority, which must be certified annually throughout the term of the Measure from qualifying local and formula funds of the Napa Valley Transportation Authority; and

WHEREAS, by January 31st each calendar year, the Agency must certify to and provide NVTA-TA a copy of supporting documentation as well as a Resolution approved by the governing body of the Napa Valley Transportation Authority, including backup documentation, demonstrating that the Equivalent Fund Class I Bicycle Facilities spending occurred during the prior fiscal year; and

WHEREAS, Measure T project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq.*; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*);

NOW, THEREFORE, BE IT RESOLVED

1. The Napa Valley Transportation Authority hereby certifies the Equivalent Fund Class I Bicycle Facilities expenditures for Fiscal Year 2023-24 in Exhibit A.

Passed and adopted this 19th day of March, 2025.

 Mark Joseph, Chair

Ayes:

Nays:

Absent:

ATTEST:

 Laura Sanderlin, Board Secretary

APPROVED:

 Osman Mufti, Legal Counsel

Exhibit "A"

Vine Trail Equivalent Fund Spending	
NVTA Staff time	\$93,106.01
Total	\$93,106.01



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution No. 25-04 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP)

STAFF RECOMMENDATION

That the NVTA Board approve Resolution No. 25-04 approving the FY 2024-25 Low Carbon Transit Operations Program (LCTOP) Zero Emission Bus project.

EXECUTIVE SUMMARY

Napa Valley Transportation Authority (NVTA) is eligible to receive funds for FY 2024-25 for the Low Carbon Transit Operations Program (LCTOP). These funds are disbursed on a formula basis by the California Department of Transportation (Caltrans) and on a population bases by the Metropolitan Transportation Commission (MTC). Funding is generated from Assembly Bill 32 Cap & Trade proceeds. Caltrans requires that recipients provide a board-approved resolution annually to receive the funds.

FISCAL IMPACT

NVTA will receive \$409,106 as partial funding to acquire two zero emission buses upon Board approval of the Resolution.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Joanne Au, Senior Accountant
(707) 259-8704 / Email: jau@nvta.ca.gov
SUBJECT: Resolution No. 25-04 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP)

RECOMMENDATION

That the NVTA Board approve Resolution No. 25-04 (Attachment 1) for the FY 2024-25 Low Carbon Transit Operations Program (LCTOP) Zero Emission Bus project.

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVTA is required to adopt a resolution to receive LCTOP funds. Approval of Resolution No. 25-04 will allow the agency to meet that requirement. The funds will be used to partially fund two zero emission buses.

LCTOP funds are a critical fund source to support the agency's goals to transition to a zero-emission fleet by 2030, ten years before the California Air Resources Board's (CARB) Innovative Clean Transit (ICT) regulation. In 2018, CARB approved the ICT regulation, which requires small public transit providers, like NVTA, with fewer than 100 buses to transition to zero-emission buses (ZEBs) beginning in June of 2023 and to reach a fully ZEB fleet by 2040. Early acquisition of zero emission buses prior to the regulation going into effect allows NVTA to use certain fund sources to replace its existing fleet with ZEBs that would otherwise be unavailable due to policy restrictions. Those funds sources include LCTOP and Hybrid Voucher Incentive Program (HVIP) funds. This approach will significantly reduce the cost of electrifying the Vine Transit fleet.

The cost of zero emission buses is roughly 40-60% more than standard diesel buses; therefore, competitive fund sources and creative financing are essential to accomplish this unfunded mandate.

MTC allocated \$378,524 (population-based allocation) to NVTA and \$30,582 was apportioned to NVTA on the revenue formula overseen by Caltrans, totaling \$409,106. Caltrans requires that recipients provide an approved resolution to receive these funds each year.

Table 1 provides a summary of the funding plan with identified fund sources and Table 2 shows the expenditure plan to acquire two (2) 40' hydrogen cell bus.

Table 1: Proposed Funding Plan

Fund Source	Amount
LCTOP FY2024-25	\$409,106
ARB Hybrid Voucher Incentive Program	240,000
FTA Section 5339 Formula Funds	408,723
FTA or TDA	2,267,247
Total Funding	\$3,325,076

Table 2: Proposed Expenditure Plan

Capital Project	Amount
Two (2) Zero Emission Buses	\$2,999,800
Upgrades, Taxes	325,276
Total Expenses	\$3,325,076

ALTERNATIVES

If the Resolution is not adopted, NVTA will not receive its FY2024-25 LCTOP funds hindering the agency’s fleet zero emission goals, and/or negatively impacting the agency’s other fund sources.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

LCTOP funding supplements the budget for ZEB purchases. Without this funding source, NVTA would need to use TDA funds as a local match - funding that could be used for other projects.

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

The agency Short Range Transit Plan and Countywide Transportation Plan accelerate the replacement of the diesel and gasoline vehicles with zero emission vehicles. The LCTOP funding will help the agency meet that goal.

ATTACHMENTS

(1) Resolution No. 25-04

RESOLUTION No. 25-04

AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECT:
NVTA ZERO EMISSION BUS PROJECT FOR \$409,106

WHEREAS, the Napa Valley Transportation Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Napa Valley Transportation Authority wishes to delegate authorization to execute these documents and any amendments thereto to Kate Miller, Executive Director.

WHEREAS, the Napa Valley Transportation Authority wishes to implement the following LCTOP project(s) listed above,

NOW THEREFORE BE IT RESOLVED:

That the Napa Valley Transportation Authority does hereby authorize by the Board of Directors of the Napa Valley Transportation Authority agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Executive Director, or designee, be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa Valley Transportation Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2024-2025 LCTOP funds:

List project(s), including the following information:

Project Name: NVTA Zero Emission Bus Project

Short description of project: NVTA will purchase two (2) new forty-foot zero emission hydrogen cell bus for use on routes throughout Napa County.

Amount of LCTOP funds requested: \$409,106.

Benefit to a Priority Populations: AB 1550 Census Tracts - 6055202000, 6055201601, 6055201200, 6055200704, 6055200501, 6055200505, 6055200503 & 6055200301.

Amount to benefit Priority Populations: \$409,106.

Contributing Sponsors (if applicable): Metropolitan Transportation Commission (MTC)

Passed and adopted the 19th day of March 2025.

Mark Joseph, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Napa Valley Transportation Authority (NVTA) Agreement No. 25-C05 with Brown Armstrong Certified Public Accountants for Professional Audit Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority approve NVTA Agreement No. 18-49 (Attachment 1) with Brown Armstrong Certified Public Accountants for professional audit services for fiscal years ending June 30, 2025 to 2031 in a contract amount not to exceed \$467,027, plus a contingency and allow the Executive Director or designee to execute all contract documents.

EXECUTIVE SUMMARY

NVTA released a Request for Proposals (RFP) 25-R20 on January 2nd, 2025 to provide bundled Professional Audit Services for the NVTA and NVTA-TA. A single proposal was received, and after careful evaluation, based on the merits, the committee determined that Brown Armstrong Certified Public Accountants met all the requirements set forth in the proposal.

FISCAL IMPACT

Is there a Fiscal Impact? Yes, in the amount of up to \$467,027 over the six-year contract period. A contingency of \$32,973 will be added to the total cost for minor modifications to the project for a total project amount of \$500,000.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: anonorato@nvta.ca.gov
SUBJECT: Napa Valley Transportation Authority (NVTA) Agreement No. 25-C05 with Brown Armstrong Certified Public Accountants for Professional Audit Services

RECOMMENDATION

That the Napa Valley Transportation Authority approve NVTA Agreement No. 18-49 (Attachment 1) with Brown Armstrong Certified Public Accountants for professional audit services for fiscal years ending June 30, 2025 to 2031 in a contract amount not to exceed \$467,027, plus a contingency and allow the Executive Director or designee to execute all contract documents.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

NVTA staff is requesting Board approval of NVTA Agreement No. 25-C05 with Brown Armstrong Certified Public Accounts for Professional Audit Services.

NVTA has been operating under the current contact with Brown Armstrong CPA for audit services through the fiscal year ended June 30, 2024. NVTA and the NVTA-TA audit services were bundled into a single Request for Proposals with different requirements for each agency. The Independent Taxpayer Oversight Committee (ITOC) was supportive of this approach.

The Scope of Work for the NVTA is to express an opinion as to the fair presentation of NVTA's financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and to perform the federal single audit as prescribed by the OMB

Guidance for Federal Financial Assistance (formerly, the Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards).

The Scope of Work for the NVTA-TA was to provide a separate opinion on the fair presentation of NVTA-TA’s financial statement(s) in accordance with Generally Accepted Accounting Principles (GAAP). Additionally, Brown Armstrong will express a conclusion on whether an entity has complied, in all material respects, with the requirements of Measure T and its successor Measure U, for the entities reviewed. The scope also includes performing an undetermined number of program audits to examine and assess an agency’s Measure projects, programs, or operations to ensure compliance and proper execution.

Request for Proposals process

The RFP was published on January 2nd, 2025. The procurement was posted on NVTA’s website, www.publicpurchase.com, the Napa Valley Register, and NVTA’s public information board. The procurement reached 11 qualified firms, according to Publicpurchase.com, with a single proposal submitted by Brown Armstrong CPA.

The Procurement Officer determined that this single proposal was responsive and met the prequalification criteria for the evaluation phase. The award is based on the highest quality of service proposed, using the Federal Transit Administration’s (FTA) approved Third Party Contracting Guidance (FTA Circular C 4220.1F) “Best Value” methodology. The award selection considers a combination of technical and price factors to determine which offer provides the greatest value to the Agency. Additionally, Brown Armstrong has stated that the partner leading the audit will be rotated to abide by NVTA’s requirements. Table 1 provides the proposed pricing matrix if all the available services were requested by the NVTA-TA.

Table 1: Pricing Matrix - Fiscal Year Ending June 30, 2025 to 2031

Napa Valley Transportation Authority All-Inclusive Maximum Price							
	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Financial Statement Audit	\$ 37,000	\$ 38,110	\$ 39,253	\$ 40,431	\$ 41,644	\$ 42,893	\$ 44,180
Single Audit	6,250	6,438	6,631	6,830	7,034	7,245	7,463
Measure T Financial	6,340	6,530	6,726	6,928	7,136	7,350	7,570
Measure T Compliance/ Performance x 2	11,360	11,701	12,052	12,413	12,786	13,169	13,564
Total	\$ 60,950	\$ 62,779	\$ 64,662	\$ 66,602	\$ 68,600	\$ 70,657	\$ 72,777

ATTACHMENT(S)

- 1) Draft NVTA Agreement No. 25-C05



NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C05

THIS AGREEMENT is made and entered into as of this _____ day of March, 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 Brown Armstrong Accountancy Corporation, registered to do business in the State of CA, whose mailing address is 4200 Truxtun Avenue, Suite 300, Bakersfield, CA 93309, hereinafter referred to as "CONSULTANT";

RECITALS

WHEREAS, NVTA wishes to obtain specialized services in order to provide financial and compliance/performance audit services as requested by NVTA and NVTA-TA; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its March 19, 2025, Board 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 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 shall commence on the date first above written ("Effective Date") and shall expire seven (7) years from the effective date, 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 Work.** CONSULTANT shall provide NVTA those services set forth in the Scope of Work (EXHIBIT A), attached hereto and incorporated by reference herein.
- 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.

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 to 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 either party 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

Kate Miller
Executive Director
625 Burnell Street
Napa, CA. 94559

CONSULTANT

Brown Armstrong Accountancy Corporation
Ryan L. Nielsen, CPA/Managing Partner
4200 Truxtun Avenue, Suite 300
Bakersfield, CA 93309

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONSULTANT hereby agrees to comply, and require 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. In particular, 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.** 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 as a consequence of CONSULTANT's failure to pay or withhold, when due, all such taxes and obligations. In the event that 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 work authorized 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.** 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.

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 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.

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”
BROWN ARMSTRONG

By _____
KATE MILLER, Executive Director

By _____
RYAN L. NIELSEN, CPA/Managing
Partner

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
NVTA General Counsel

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide NVTA and NVTA-TA with the following services:

(Attached)

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 NVTA 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

EXHIBIT A

SCOPE OF WORK

NVTA is soliciting proposals from qualified certified public accounting firms to conduct the annual independent audit of the agency's financial transactions and to express an opinion of the fairness of the presentation that is fully compliant with all Governmental Accounting Standards Board (GASB) pronouncements for the fiscal years ending June 30, 2025, to 2031. The latest audited financial statements are available at NVTA's website at <https://nvta.ca.gov/about-nvta/finance/reports-audits/>.

Napa Valley Transportation Authority (NVTA)

NVTA receives grants from a variety of federal, state and local sources for both its operating and capital needs. NVTA is both a direct grant recipient (various Federal funds), as well as regional bridge toll funds and a recipient of "pass-through" funds under agreement with the Metropolitan Transportation Commission (Urbanized Area Formula funds). Due to the pass-through nature of certain NVTA funding, the auditor may be required to obtain data from multiple agencies in the performance of the audit. The selected proposer must have prior experience and knowledge of the specific audit requirements of each of these revenue sources and prepare the final audit in compliance with these requirements.

The selected auditing firm will have demonstrated its ability to do the following:

Task 1: Independent Financial Audit

The selected proposer will be expected to audit all revenues and expenditures of NVTA in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller of the United States. The auditor will be required to assist with implementation of Governmental Accounting Standards Board statements as applicable. The audit firm will render their auditors' report on the basic financial statements. The auditor will also prepare: Management's Discussion and Analysis and Audit Report on Internal Control over financial reporting on compliance and other matters based on an audit of financial statements performed in

accordance with government auditing standards.

The Auditor shall express an opinion as to the fair presentation of the NVTAs consolidated financial statements in accordance with generally accepted accounting principles; and to issue these statements. Further, the audit firm shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition is defined as a significant deficiency in the design or operation of the internal control structure that could adversely affect the organization's ability to record, process, summarize and report accurate financial data.

Task 2: Federal Single Audit

The audit firm will perform a Single Audit on the expenditures of Federal grants in accordance with 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance* (formerly OMB Circular A-133) and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of SolTrans' financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with requirements applicable to each major program, internal control over compliance and on the Schedule of Expenditures of Federal Awards in accordance with 2 CFR 200. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Prior to issuance of the final management letter, the auditor shall deliver a draft copy to NVTAs for review and management's responses.

Task 3: TDA Audit

The audit firm will perform tests of compliance with the applicable provisions of the Transportation Development Act and the allocation instructions, resolutions, and the rules and regulations of the Metropolitan Transportation Commission as required by Title 21 of California Code of Regulations §6667.

Additionally, the Auditor's shall:

- Prepare any required notes to the financial statements.
- Submission of the independent auditor's position to the Federal Clearinghouse.
- Prepare any other required documents or analysis in consultation with NVTA.

Napa Valley Transportation Authority- Tax Agency (NVTA-TA)

Measure T Financial Audit – Napa Countywide Road Maintenance Act

For the fiscal years ended June 30, 2025, and 2024.

Measure U Financial Audit – Napa Valley Transportation Improvement Act

For the fiscal years ended June 30, 2025, to June 30, 2031.

NVTA is soliciting proposals from qualified certified public accounting firms to conduct the annual independent audit of the agency's financial transactions and to express an opinion of the fairness of the presentation that is fully compliant with all Governmental Accounting Standards Board (GASB) pronouncements for the fiscal years ending June 30, 2025, to 2031. The opinion expressed will be a separate from the Napa Valley Transportation Authority's financial statements.

The independent auditor shall review all financial records and funds of the Measure T and Measure U Transportation Fund revenue and expenditures and prepare a financial statement and footnotes in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, performance goals adopted by the Authority consistent with Public Utilities Code Section 180000 et seq., and the Napa Valley Transportation Authority Ordinance No. 2012-01 and 2024-01 for distribution of Napa County Measure T Funds and Measure U Funds respectively for road maintenance purposes, as well as other applicable laws regulations and regulations.

The audit firm will express an opinion as to the fair presentation of the NVTA consolidated financial statements in accordance with generally accepted accounting principles; and to issue these statements. Further, the audit firm shall:

- 1) Communicate in a letter to management any reportable conditions found during the audit.

- 2) Issue the consolidated financial statements, schedules and reports on internal controls and compliance with the Measure T and/or the Measure U ordinance.
- 3) Prepare any required notes to the financial statements.
- 4) Prepare the State Controller's Annual Report.
- 5) Prepare any other required documents or analysis in consultation with NVTA.

Measure T Compliance and Performance Audit – Napa Countywide Road Maintenance Act

For the fiscal years ended June 30, 2025 (or until funding is exhausted).

Measure U Financial Audit – Napa Valley Transportation Improvement Act

For the fiscal years ended June 30, 2026, to June 30, 2031.

The purpose of the compliance and performance audits for Measure T and Measure U is to examine the jurisdictions compliance and performance with the

Napa Countywide Road Maintenance Act (Measure T) requirements in which funds are allocated to and received by the jurisdiction were expended in conformance with applicable statutes, rules, and regulations of the Napa Valley Transportation Authority Ordinance 2012.01 (Ordinance) and the Napa Valley Transportation Improvement Act 2024-01 (Measure U).

The Independent Taxpayer Oversight Committee approved a rotating schedule for the compliance and performance audits. Typically, two jurisdictions are selected for a compliance and performance audit, however, additional jurisdictions may also be audited.

The compliance/performance audit schedule is as follows:

FY 2024-25: American Canyon, Calistoga (Measure T)

FY 2025-26: City of Napa, Town of Yountville (Measure U and Measure T*)

FY 2026-27: County of Napa, St. Helena (Measure U and Measure T*)

FY 2027-28: American Canyon, Calistoga (Measure U and Measure T*)

FY 2028-29: City of Napa, Town of Yountville (Measure U and Measure T*)

FY 2029-30: County of Napa, St. Helena (Measure U and Measure T*)

FY 2030-21: American Canyon, Calistoga (Measure U and Measure T*)

* Measure T compliance and performance audits may be necessary until funding is exhausted.

This audit will be focused on projects and compliance with the Master Funding Agreement.” Which includes the following areas:

- a) Maintenance of Effort –The jurisdiction must certify by January 31st annually to NVTATA that it met its MOE expenditures in the most recent fiscal year.
- b) Five-Year Project List – The jurisdiction has submitted a copy of its five-year list of projects at least biennially thereafter on January 31st.
- c) Project Implementation and Reporting – The jurisdiction submits a semi-annual update on projects and expenses by September 30th and March 31st of every year.
- d) Attribution and Signage – For projects with funding above \$250,000, verify the jurisdiction installed and maintained a sign at the construction site, utilizing the adopted Measure T or Measure U logo and text, identifying the jurisdiction and NVTA.
- e) Establishment of Separate Accounting – The jurisdiction shall have its revenues deposited in a segregated Special Revenue Fund.
- f) Recordkeeping – The jurisdiction shall keep the records using accrual accounting, setting up both receivables and payables as of June 30 of each year. As such, expenditures within the Special Revenue Fund shall include “transfers out” to other funds for the monies being used within a capital project that was approved by the Master Funding Agreement. The jurisdiction shall maintain project ledgers for the projects receiving Measure T or Measure U funds.
- g) Equivalent Funds Requirement: Review if the jurisdiction has committed any revenues to meet the 6.67% Equivalent Funds Requirement for Measure T or the 7% Equivalent Funds Requirement for Measure U.

COST PROPOSAL

Napa Valley Transportation Authority

Napa Valley Transportation Authority
RFP 25-R20 FINANCIAL AND COMPLIANCE/PERFORMANCE AUDIT
SERVICES FOR NVTA & NVTA-TA

ATTACHMENT B PRICE PROPOSAL

Please submit a cost proposal worksheet for each year of the contract period. The cost proposal must include all costs incurred by CONSULTANT in providing the services contemplated under this Agreement.

Napa Valley Transportation Authority Price Sheet

AUDIT	COST
Fiscal Year Ended June 30, 2025, and 2024 Financial Audit	\$37,000
Fiscal Year Ended June 30, 2025, and 2024 Single Audit	\$6,250
Fiscal Year Ended June 30, 2026, and 2025 Financial Audit	\$38,110
Fiscal Year Ended June 30, 2026, and 2025 Single Audit	\$6,438
Fiscal Year Ended June 30, 2027, and 2026 Financial Audit	\$39,253
Fiscal Year Ended June 30, 2027, and 2026 Single Audit	\$6,631
Fiscal Year Ended June 30, 2028, and 2027 Financial Audit	\$40,431
Fiscal Year Ended June 30, 2028, and 2027 Single Audit	\$6,830
Fiscal Year Ended June 30, 2029, and 2028 Financial Audit	\$41,644
Fiscal Year Ended June 30, 2029, and 2028 Single Audit	\$7,034
Fiscal Year Ended June 30, 2030, and 2029 Financial Audit	\$42,893

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COST PROPOSAL

Napa Valley Transportation Authority

Napa Valley Transportation Authority
RFP 25-R20 FINANCIAL AND COMPLIANCE/PERFORMANCE AUDIT
SERVICES FOR NVTA & NVTA-TA

Fiscal Year Ended June 30, 2030, and 2029 Single Audit	\$7,245
Fiscal Year Ended June 30, 2031, and 2030 Financial Audit	\$44,180
Fiscal Year Ended June 30, 2031, and 2030 Single Audit	\$7,463
TOTAL- Fiscal Year Ended –2025 – 2031 Financial and Single Audits	\$288,151



Signature of individual authorized to submit proposal on behalf of Proposer.

Ryan L. Nielsen, CPA | Managing Partner

Name and Title


COST PROPOSAL

Napa Valley Transportation Authority

Napa Valley Transportation Authority
RFP 25-R20 FINANCIAL AND COMPLIANCE/PERFORMANCE AUDIT
SERVICES FOR NVRTA & NVRTA-TA

Napa Valley Transportation Authority- Tax Agency Price Sheet

AUDIT	COST
Fiscal Year Ended June 30, 2025, and 2024 Financial Audit (Measure T)	\$6,340
Fiscal Year Ended June 30, 2026, Financial Audit (Measure U)	\$6,530
Fiscal Year Ended June 30, 2027, and 2026 Financial Audit (Measure U)	\$6,726
Fiscal Year Ended June 30, 2028, and 2027 Financial Audit (Measure U)	\$6,928
Fiscal Year Ended June 30, 2029, and 2028 Financial Audit (Measure U)	\$7,136
Fiscal Year Ended June 30, 2030, and 2029 Financial Audit (Measure U)	\$7,350
Fiscal Year Ended June 30, 2031, and 2030 Financial Audit (Measure U)	\$7,570
TOTAL- Fiscal Year Ended –2025 to 2031 Financial Audit	\$42,240



Signature of individual authorized to submit proposal on behalf of Proposer.

Ryan L. Nielsen, CPA | Managing Partner

Name and Title

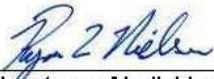
COST PROPOSAL

Napa Valley Transportation Authority

Napa Valley Transportation Authority
RFP 25-R20 FINANCIAL AND COMPLIANCE/PERFORMANCE AUDIT SERVICES
FOR NVTA & NVTA-TA

Napa Valley Transportation Authority- Tax Agency Compliance and Performance Audits Price Sheet

JURISDICTION	FY25	FY26	FY27	FY28	FY29	FY30	FY31
County of Napa		\$5,850			\$6,393		
City of Napa	\$5,680			\$6,207			\$6,782
American Canyon			\$6,026			\$6,585	
Yountville	\$5,680			\$6,207			\$6,782
St. Helena		\$5,850			\$6,393		
Calistoga			\$6,026			\$6,585	



Signature of individual authorized to submit proposal on behalf of Proposer.

Ryan L. Nielsen, CPA | Managing Partner

Name and Title

COST PROPOSAL

Napa Valley Transportation Authority

Total All-Inclusive Maximum Price

Listed below is the total all-inclusive maximum price for 2025 through 2031, reflecting an annual 3% increase.

Napa Valley Transportation Authority All-Inclusive Maximum Price							
	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Financial Statement Audit	\$ 37,000	\$ 38,110	\$ 39,253	\$ 40,431	\$ 41,644	\$ 42,893	\$ 44,180
Single Audit	6,250	6,438	6,631	6,830	7,034	7,245	7,463
Measure T Financial	6,340	6,530	6,726	6,928	7,136	7,350	7,570
Measure T Compliance/ Performance x 2	<u>11,360</u>	<u>11,701</u>	<u>12,052</u>	<u>12,413</u>	<u>12,786</u>	<u>13,169</u>	<u>13,564</u>
Total	<u>\$ 60,950</u>	<u>\$ 62,779</u>	<u>\$ 64,662</u>	<u>\$ 66,602</u>	<u>\$ 68,600</u>	<u>\$ 70,657</u>	<u>\$ 72,777</u>

Rates for Additional Professional Services

We do not anticipate that additional services will be necessary to complete the audit. If it should become necessary for NVTa to request Brown Armstrong to render any additional services to either supplement the services requested in the Request for Proposal, or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an amendment to the contract between NVTa and the Firm. Any such additional work agreed to between NVTa and the Firm shall be performed at the same rates set forth in the schedule of professional fees.

Manner of Payment

Brown Armstrong agrees to progress payments on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with our dollar cost proposal. Interim billings shall cover a period of not less than a calendar month.

COST PROPOSAL

Napa Valley Transportation Authority

Schedule of Hourly Rates and Fees

All-Inclusive Fee For Fiscal Year Ended June 30, 2025			
	Hours	Hourly Rates	Total
Financial Statement			
Partners	20	\$450	\$ 9,000
Manager	32	\$275	8,800
Senior	54	\$160	8,640
Staff	80	\$120	9,600
Clerical	12	\$80	960
Financial Statement Total	<u>198</u>		<u>\$ 37,000</u>
Single Audit			
Partners	2	\$450	\$ 900
Manager	2	\$275	550
Senior	16	\$160	2,560
Staff	16	\$120	1,920
Clerical	4	\$80	320
Single Audit Total	<u>40</u>		<u>\$ 6,250</u>
Measure T Financial			
Partners	4	\$450	\$ 1,800
Manager	4	\$275	1,100
Senior	8	\$160	1,280
Staff	12	\$120	1,440
Clerical	9	\$80	720
Measure T Financial Total	<u>37</u>		<u>\$ 6,340</u>
Measure T Compliance/Performance x 2			
Partners	4	\$450	\$ 1,800
Manager	8	\$275	2,200
Senior	40	\$160	6,400
Staff	8	\$120	960
Clerical	0	\$80	-
Measure T Compliance/Performance x 2 Total	<u>60</u>		<u>\$ 11,360</u>
Total All-Inclusive Maximum Price	<u>335</u>		<u>\$ 60,950</u>

COST PROPOSAL

Napa Valley Transportation Authority

All-Inclusive Fee For Fiscal Year Ended June 30, 2026			
	Hours	Hourly Rates	Total
Financial Statement			
Partners	20	\$464	\$ 9,270
Manager	32	\$283	9,064
Senior	54	\$165	8,899
Staff	80	\$124	9,888
Clerical	12	\$82	989
Financial Statement Total	<u>198</u>		<u>\$ 38,110</u>
Single Audit			
Partners	2	\$464	\$ 927
Manager	2	\$283	567
Senior	16	\$165	2,637
Staff	16	\$124	1,978
Clerical	4	\$82	330
Single Audit Total	<u>40</u>		<u>\$ 6,438</u>
Measure T Financial			
Partners	4	\$464	\$ 1,854
Manager	4	\$283	1,133
Senior	8	\$165	1,318
Staff	12	\$124	1,483
Clerical	9	\$82	742
Measure T Financial Total	<u>37</u>		<u>\$ 6,530</u>
Measure T Compliance/Performance x 2			
Partners	4	\$464	\$ 1,854
Manager	8	\$283	2,266
Senior	40	\$165	6,592
Staff	8	\$124	989
Clerical	0	\$82	-
Measure T Compliance/Performance x 2 Total	<u>60</u>		<u>\$ 11,701</u>
Total All-Inclusive Maximum Price	<u>335</u>		<u>\$ 62,779</u>

COST PROPOSAL

Napa Valley Transportation Authority

All-Inclusive Fee For Fiscal Year Ended June 30, 2027			
	Hours	Hourly Rates	Total
Financial Statement			
Partners	20	\$477	\$ 9,548
Manager	32	\$292	9,336
Senior	54	\$170	9,166
Staff	80	\$127	10,185
Clerical	12	\$85	1,018
Financial Statement Total	<u>198</u>		<u>\$ 39,253</u>
Single Audit			
Partners	2	\$477	\$ 955
Manager	2	\$292	583
Senior	16	\$170	2,716
Staff	16	\$127	2,037
Clerical	4	\$85	339
Single Audit Total	<u>40</u>		<u>\$ 6,631</u>
Measure T Financial			
Partners	4	\$477	\$ 1,910
Manager	4	\$292	1,167
Senior	8	\$170	1,358
Staff	12	\$127	1,528
Clerical	9	\$85	764
Measure T Financial Total	<u>37</u>		<u>\$ 6,726</u>
Measure T Compliance/Performance x 2			
Partners	4	\$477	\$ 1,910
Manager	8	\$292	2,334
Senior	40	\$170	6,790
Staff	8	\$127	1,018
Clerical	0	\$85	-
Measure T Compliance/Performance x 2 Total	<u>60</u>		<u>\$ 12,052</u>
Total All-Inclusive Maximum Price	<u>335</u>		<u>\$ 64,662</u>

COST PROPOSAL

Napa Valley Transportation Authority

All-Inclusive Fee For Fiscal Year Ended June 30, 2028			
	Hours	Hourly Rates	Total
Financial Statement			
Partners	20	\$492	\$ 9,835
Manager	32	\$300	9,616
Senior	54	\$175	9,441
Staff	80	\$131	10,490
Clerical	12	\$87	1,049
Financial Statement Total	<u>198</u>		<u>\$ 40,431</u>
Single Audit			
Partners	2	\$492	\$ 983
Manager	2	\$300	601
Senior	16	\$175	2,797
Staff	16	\$131	2,098
Clerical	4	\$87	350
Single Audit Total	<u>40</u>		<u>\$ 6,830</u>
Measure T Financial			
Partners	4	\$492	\$ 1,967
Manager	4	\$300	1,202
Senior	8	\$175	1,399
Staff	12	\$131	1,574
Clerical	9	\$87	787
Measure T Financial Total	<u>37</u>		<u>\$ 6,928</u>
Measure T Compliance/Performance x 2			
Partners	4	\$492	\$ 1,967
Manager	8	\$300	2,404
Senior	40	\$175	6,993
Staff	8	\$131	1,049
Clerical	0	\$87	-
Measure T Compliance/Performance x 2 Total	<u>60</u>		<u>\$ 12,413</u>
Total All-Inclusive Maximum Price	<u>335</u>		<u>\$ 66,602</u>

COST PROPOSAL

Napa Valley Transportation Authority

All-Inclusive Fee For Fiscal Year Ended June 30, 2029			
	Hours	Hourly Rates	Total
Financial Statement			
Partners	20	\$506	\$ 10,130
Manager	32	\$310	9,904
Senior	54	\$180	9,724
Staff	80	\$135	10,805
Clerical	12	\$90	1,080
Financial Statement Total	<u>198</u>		<u>\$ 41,644</u>
Single Audit			
Partners	2	\$506	\$ 1,013
Manager	2	\$310	619
Senior	16	\$180	2,881
Staff	16	\$135	2,161
Clerical	4	\$90	360
Single Audit Total	<u>40</u>		<u>\$ 7,034</u>
Measure T Financial			
Partners	4	\$506	\$ 2,026
Manager	4	\$310	1,238
Senior	8	\$180	1,441
Staff	12	\$135	1,621
Clerical	9	\$90	810
Measure T Financial Total	<u>37</u>		<u>\$ 7,136</u>
Measure T Compliance/Performance x 2			
Partners	4	\$506	\$ 2,026
Manager	8	\$310	2,476
Senior	40	\$180	7,203
Staff	8	\$135	1,080
Clerical	0	\$90	-
Measure T Compliance/Performance x 2 Total	<u>60</u>		<u>\$ 12,786</u>
Total All-Inclusive Maximum Price	<u>335</u>		<u>\$ 68,600</u>

COST PROPOSAL

Napa Valley Transportation Authority

All-Inclusive Fee For Fiscal Year Ended June 30, 2030			
	Hours	Hourly Rates	Total
Financial Statement			
Partners	20	\$522	\$ 10,433
Manager	32	\$319	10,202
Senior	54	\$185	10,016
Staff	80	\$139	11,129
Clerical	12	\$93	1,113
Financial Statement Total	<u>198</u>		<u>\$ 42,893</u>
Single Audit			
Partners	2	\$522	\$ 1,043
Manager	2	\$319	638
Senior	16	\$185	2,968
Staff	16	\$139	2,226
Clerical	4	\$93	371
Single Audit Total	<u>40</u>		<u>\$ 7,245</u>
Measure T Financial			
Partners	4	\$522	\$ 2,087
Manager	4	\$319	1,275
Senior	8	\$185	1,484
Staff	12	\$139	1,669
Clerical	9	\$93	835
Measure T Financial Total	<u>37</u>		<u>\$ 7,350</u>
Measure T Compliance/Performance x 2			
Partners	4	\$522	\$ 2,087
Manager	8	\$319	2,550
Senior	40	\$185	7,419
Staff	8	\$139	1,113
Clerical	0	\$93	-
Measure T Compliance/Performance x 2 Total	<u>60</u>		<u>\$ 13,169</u>
Total All-Inclusive Maximum Price	<u>335</u>		<u>\$ 70,658</u>

COST PROPOSAL

Napa Valley Transportation Authority

All-Inclusive Fee For Fiscal Year Ended June 30, 2031			
	Hours	Hourly Rates	Total
Financial Statement			
Partners	20	\$537	\$ 10,746
Manager	32	\$328	10,508
Senior	54	\$191	10,317
Staff	80	\$143	11,463
Clerical	12	\$96	1,146
Financial Statement Total	<u>198</u>		<u>\$ 44,180</u>
Single Audit			
Partners	2	\$537	\$ 1,075
Manager	2	\$328	657
Senior	16	\$191	3,057
Staff	16	\$143	2,293
Clerical	4	\$96	382
Single Audit Total	<u>40</u>		<u>\$ 7,463</u>
Measure T Financial			
Partners	4	\$537	\$ 2,149
Manager	4	\$328	1,313
Senior	8	\$191	1,528
Staff	12	\$143	1,719
Clerical	9	\$96	860
Measure T Financial Total	<u>37</u>		<u>\$ 7,570</u>
Measure T Compliance/Performance x 2			
Partners	4	\$537	\$ 2,149
Manager	8	\$328	2,627
Senior	40	\$191	7,642
Staff	8	\$143	1,146
Clerical	0	\$96	-
Measure T Compliance/Performance x 2 Total	<u>60</u>		<u>\$ 13,564</u>
Total All-Inclusive Maximum Price	<u>335</u>		<u>\$ 72,777</u>



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Napa Valley Transportation Authority (NVTA) Organizational Structure

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the addition of (1) full-time equivalent (FTE) position to the organizational structure.

EXECUTIVE SUMMARY

Board approval would add one full-time equivalent position to the Agency organizational structure. Measure U increased the agency's budget to accommodate additional project administration and to address nuanced financial oversight associated with debt issuance. The Agency has already launched two project approval and environment document (PA&ED) phases for projects included in the Measure. In addition, the agency is in the process of making improvements to two Vine operating centers while closing out several significant capital projects.

As the agency continues to advance critical infrastructure initiatives, this additional FTE will provide improved coordination with Caltrans, local jurisdictions, and stakeholders, streamline project approvals and permitting, and enhance budget oversight and reporting. The position will also interface with NVTA's and Caltrans public engagement teams to improve communications and to ensure transparency and reporting to the Board and to the public.

FISCAL IMPACT

Is there a Fiscal Impact? Yes. If approved, the addition of one FTE will increase the personnel budget for Congestion Management Agency up to \$172,151 (up to \$118,176 in salary and up to \$53,975 in benefits) annually. Measure U and Transportation Development Act funds for administration have been identified to pay for the personnel costs.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary/Human Resources
(707) 259-8633/ Email: lsanderlin@nvta.ca.gov
SUBJECT: Napa Valley Transportation Authority (NVTA) Organizational Structure

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the addition of (1) full-time equivalent (FTE) position (Attachment 2) to the organizational structure.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Including the Executive Director, NVTA currently has eighteen (18) full time employees. Approval of the proposed organizational structure establishes nineteen (19) FTE positions. The addition of one FTE to be filled under the Planning classification series at the Associate or Assistant level would support the workload of the agency's capital project operations, including Measure U projects.

Staff is requesting that the Board approve the proposed organizational structure adding one FTE for a total of 19 FTEs (Attachment 1).

ALTERNATIVES

The Board could decide not to approve the proposed FTE and the current structure would remain in place, which will result in significant project delays and administrative burden to existing staff.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3 – Use taxpayer dollars efficiently.

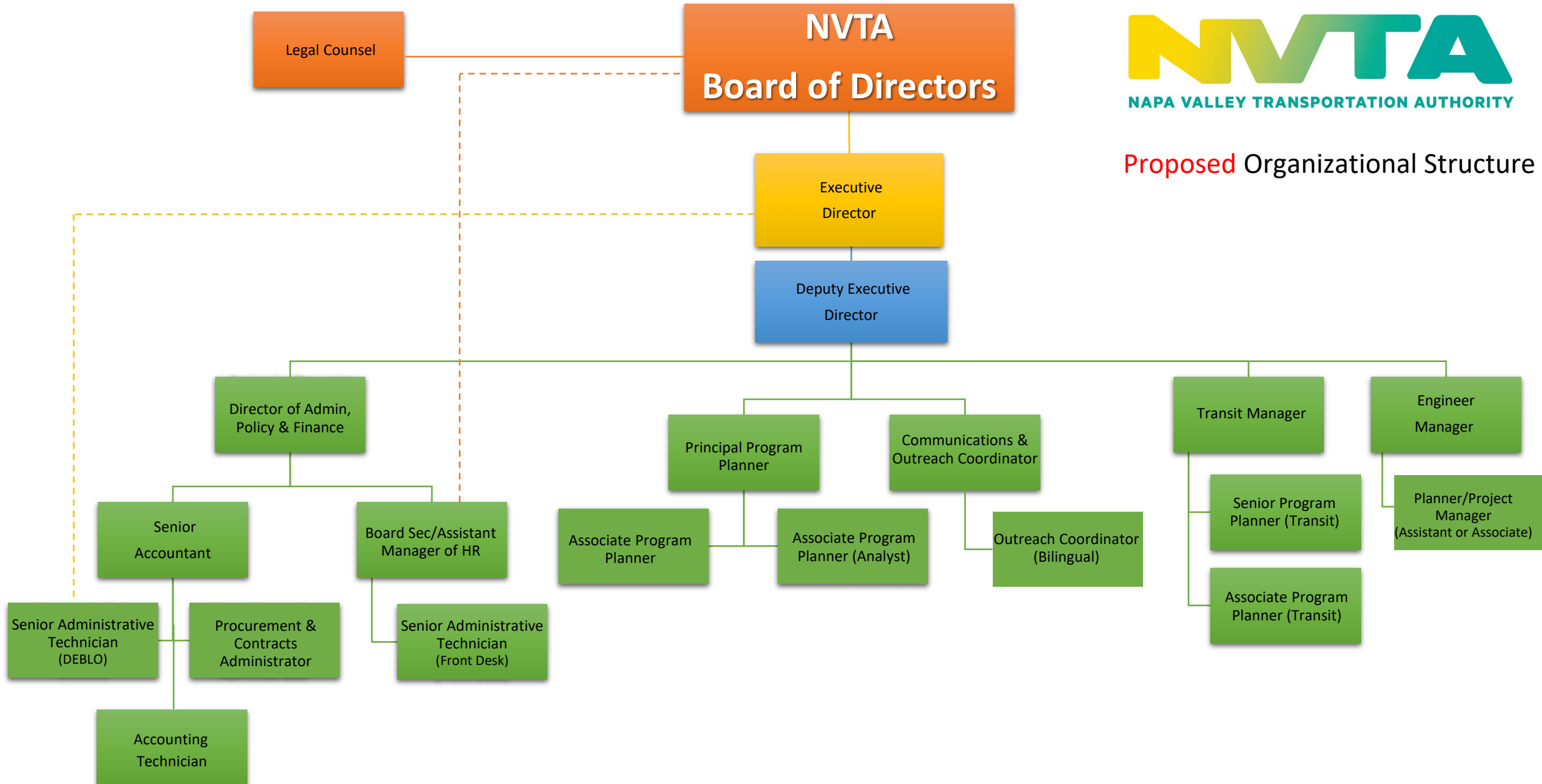
Board approval for this added FTE will strengthen NVTA's ability to deliver high-quality transportation improvements on time and within budget.

ATTACHMENTS

- (1) Proposed Organizational Structure
- (2) Current Organizational Structure
- (3) Proposed Job Description for Planner – Project Management



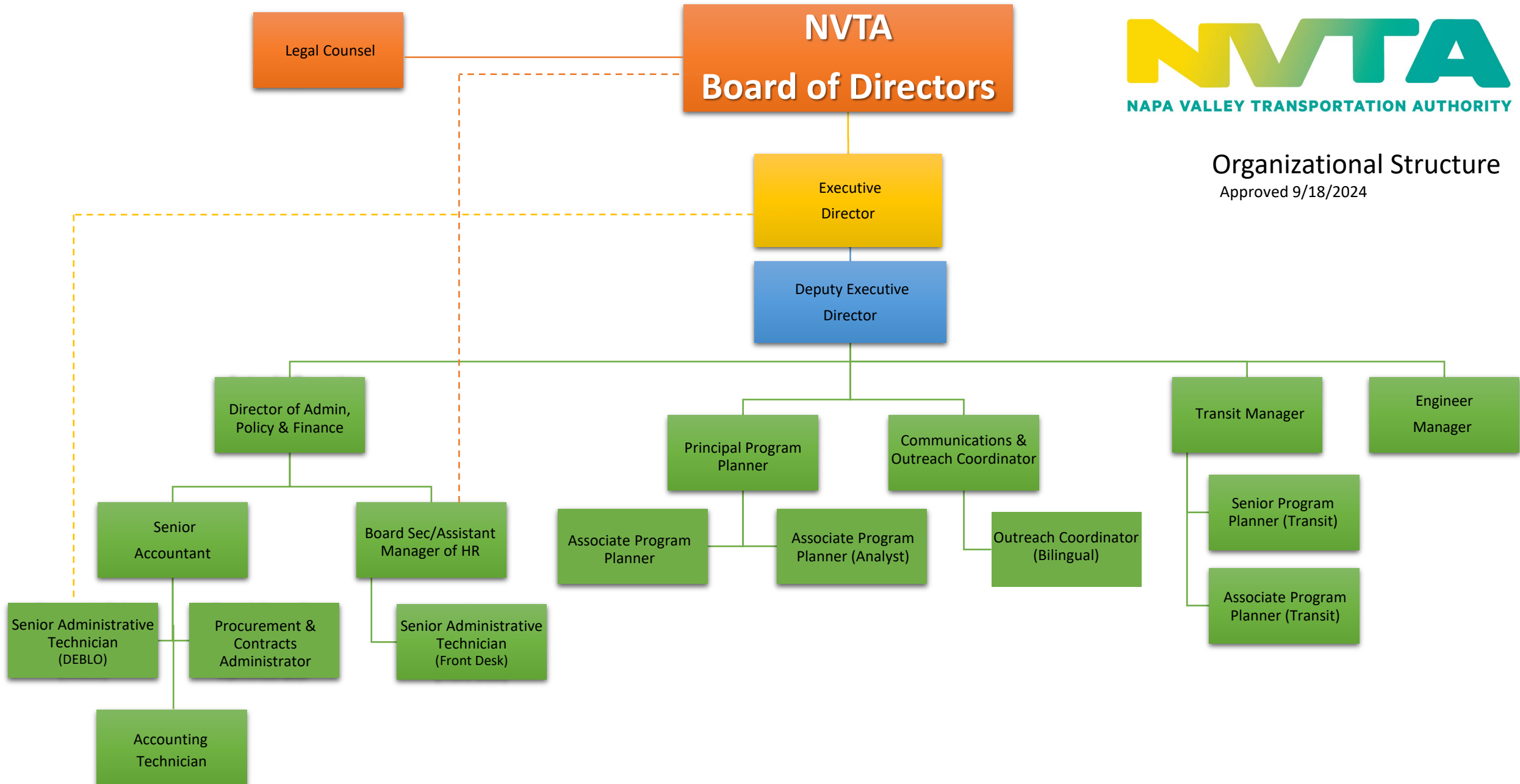
Proposed Organizational Structure





Organizational Structure

Approved 9/18/2024





Job Description for:

Planner – Project Management

(Level: Assistant or Associate)

SUMMARY OF RESPONSIBILITIES

Under general direction of the Manager of Engineering the **Planner – Project Management** performs a wide variety of routine and moderately complex professional transportation planning and project management duties on NVRTA projects; may establish and/or administer agreements and contracts for NVRTA projects that have a strategic impact on countywide goals; assist engineering team to coordinate with federal, state, regional and local agencies to facilitate implementation of capital projects; which may involve interface with Caltrans, local jurisdictions, and consulting teams, including evaluation of plans, securing permits from local jurisdictions and Caltrans, performing field research, and leading routine projects as assigned; and performs related duties. The position will assist in development and monitoring of projects budgets and costs, working with construction managers to develop reports for the public, jurisdictions, committees and for the Napa Valley Transportation Authority (NVRTA) and Napa Valley Transportation Authority Tax Agency (NVRTA-TA).

This position will establish and/or administer project data, collaborate with jurisdictions and other administrative needs for NVRTA’s capital program and oversee other special projects, programs and plans under the supervision of the Engineering Manager.

- Salary Range:** \$75,492 - \$118,176 annually, depending on experience
- FLSA Exempt:** Non-Exempt
- Benefits:** CalPERS Retirement 2% @ 60 for current members of CalPERS from another agency (or reciprocal agency) or 2% @ 62 for new members. Individual employee participation is mandatory. NVRTA does not participate in Social Security.
 457 Deferred Compensation Plan (Employer contributes up to a \$1,000 annual match)
 Employer Paid CalPERS Health
 Employer Paid Dental and Life Insurance
 Employer Paid Employee Assistance Program
 Twelve to twenty-six (12-26) days of vacation annually based on years of service
 Eight (8) paid holidays per year
 Twelve (12) sick days earned per year with unlimited accrual
 Fifty-six (56) hours of personal leave per calendar year, prorated based on hire date

ESSENTIAL FUNCTIONS

Duties may include, but are not limited to, the following:

1. Act as administrative analyst for capital projects and other special projects.
2. Collaborate with jurisdictions on project review and close out, including securing permits and project approval.
3. Coordinate with program and construction managers on project budgets, cost tracking and project oversight.
4. Assist in the creation and reporting on projects for agency publications and presentations.
5. Support the communications to update and maintain project information on agency website, to ensure project information and photos are current and accurate.
6. Perform field reviews and take photos of various countywide projects.
7. Work with NVRTA's Engineer, Construction Manager, Project Manager and other staff members on administrative support work for invoicing and reporting on various projects; including Caltrans reporting.
8. Coordinate project meetings for various highway projects with Caltrans and the NVRTA project team, prepare reports and presentations, agendas and meeting notes.
9. Performs Qualitative and Quantitative Analysis on reports, studies, grants, contracts and proposals; makes recommendations for approval or implementation.
10. Assist in creating materials for public outreach and education on various NVRTA projects, programs and plans.
11. Work closely with project teams and coordinates meetings with design, field contractors, subcontractors and NVRTA staff.
12. Review and analyze construction claims, notices, and Disadvantage Business Enterprise (DBE) reporting.
13. Prepare project files and reports and maintain good records for various NVRTA projects and programs.
14. Develop written recommendations; make oral presentations to higher level management or outside agencies.
15. Other duties as assigned.

QUALIFICATIONS GUIDELINES

To qualify for this position, an individual must possess a combination of experience, education, and/or training that would likely produce the knowledge and abilities required to perform the work. A desirable combination of qualifications is described as follows:

Education: Equivalent to a bachelor's degree from an accredited four year college or university with major coursework in transportation planning, engineering, environmental studies, construction management, or a closely related field.

Experience: One year of project management, planning or analyst experience in public agency setting is preferred. Experience in transportation planning, capital project delivery, or construction management is highly desirable.

DESIRED KNOWLEDGE AND ABILITIES

Knowledge of:

- Basic principles and practices of transportation planning, analysis and development.
- Basic principles of engineering, project management or construction management.
- Techniques for collaborating successfully in a government setting.
- Understanding of government public agencies, including the role of an elected Board and public committee structures.
- Microsoft Office Suite with advanced skills in Excel are required
- AutoCAD or equivalent

Ability to:

- Perform routine project management duties.
- Help facilitate project oversight through coordination with project team, which could include but is not limited to Caltrans, local jurisdictions, and consultants.
- Manage and administer routine transportation projects from inception to completion, with oversight by Engineering Manager.
- Prepare project budgets and funding proposals.
- Review contractor and consultant submittals for consistency with bid documents.
- Negotiate, administer, and recommend the approval of contracts; evaluate the effectiveness of contract services provided.
- Analyze situations accurately and take effective action.
- Organize own work, coordinating multiple work programs/projects and meeting critical deadlines.
- Communicate effectively both orally and in writing.
- Read, interpret and apply complex technical material.
- Prepare and present clear and concise correspondence, technical reports and recommendations; collect, organize and maintain records.
- Establish and maintain cooperative working relationships with staff, other departments and agencies, the private sector, and the public.
- Establish priorities, meet deadlines, and exercise sound judgement; oversee and coordinate work with assigned staff.

PHYSICAL DEMANDS

While performing this job, the employee is regularly required to walk; sit; use hands to handle objects; operate keyboards, tools, or controls; and make condition assessments. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Able to lift 20 pounds and handle office equipment.



NAPA VALLEY TRANSPORTATION AUTHORITY **COVER MEMO**

SUBJECT

Accessible Transportation Needs Assessment (ATNA) Draft Plan Release

STAFF RECOMMENDATION

Information only

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 draft ATNA is available for review by the public through April 4th with adoption by the Board anticipated in May.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Principal Planner
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Accessible Transportation Needs Assessment Draft Plan Release

RECOMMENDATION

Information only

COMMITTEE RECOMMENDATION

None

BACKGROUND

In late 2019, County of Napa elected officials, Napa County and NVTA staff, and representatives from multiple senior and disabled community organizations met to discuss gaps in transportation options throughout the county and potential solutions to improve mobility for these populations. NVTA agreed to work with the County to identify these gaps through a comprehensive countywide transportation needs assessment specific to seniors and disabled community members.

In March 2022, the County of Napa Commission on Aging held a Transportation Needs Summit in Yountville and invited representatives from multiple organizations to resume discussions in preparation for a countywide transportation needs assessment. The summit attendees noted that adequate transportation presents a major challenge for seniors and disabled community members and that it is a collective problem, that needs to be addressed by multiple entities. NVTA agreed to take the lead role in the countywide Accessible Transportation Needs Assessment (ATNA).

NVTA entered a contract with a consultant in late 2022, for a set of deliverables, but the contract was terminated, and the project was put on hold. NVTA released a new Request for Proposals (RFP) in October 2023. A single proposal from Nelson/Nygaard Consulting Associates Inc. was received. The selection committee deemed Nelson/Nygaard's

proposal responsive to the RFP. The NVTA Board approved the contract with Nelson/Nygaard in January 2024 and work resumed in early March.

During NVTA's initial effort, some common themes emerged during the review of existing plans and studies. These themes helped shape strategies for improving transportation services across multiple service providers countywide:

1. Access to healthcare is a challenge, especially specialized care
2. Target populations perceive that most existing services only serve medical trips
3. Rural populations and those lacking access to technology are most disadvantaged
4. Senior and disabled populations are strongly dependent on private auto use
5. Need for development of countywide performance metrics to measure access to all types of transportation services

The NVTA and Nelson/Nygaard team coordinated this effort with the County of Napa, as they completed an Older Adults Needs Assessment (NOAA). The NOAA focused on all services and needs for seniors countywide, particularly services that were highly impacted by the Covid-19 Pandemic. The ATNA is intended to address the recommendations in the NOAA report, which found that the two most significant transportation concerns focus on service accessibility and NVTA transportation services. The ATNA reviews the transportation needs highlighted by stakeholders in Napa County and the NOAA report and provides strategies to address them.

As part of the ATNA study, Nelson/Nygaard:

- Reviewed relevant regional plans and conducted a peer review of accessible transportation models in other counties.
- Engaged stakeholders through meetings, public workshops, and data analysis to assess mobility service gaps.
- Developed targeted strategies to improve transportation for seniors and individuals with disabilities.

Key Implementation Strategies

The following six priority strategies were identified for phased implementation as funding becomes available:

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

The Countywide Accessible Transportation Needs Assessment Draft is now available the NVTA Website for public comment through April 4: Draft Plan Link: [NVTA-ATNA-Draft-Plan-v-20250310.pdf](#)

For additional documents or information, visit the ATNA Website: [Accessible Transportation Needs Assessment \(ATNA\) - NVTA](#)

Final adoption of the plan by the NVTA Board will take place in May.

ALTERNATIVES

None

STRATEGIC GOALS MET BY THIS PROPOSAL

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

This Countywide planning effort evaluated existing conditions and transportation service gaps and proposes solutions that will improve transportation options to serve the needs of senior and disabled populations throughout Napa County.

ATTACHMENT

None



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Funding Agreement with the Solano Transportation Authority (STA) for the Solano-Napa North Bay Passenger Rail Feasibility Study

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee to enter and make minor modifications to Agreement No. 25-C14 with the Solano Transportation Authority (STA) for the Solano-Napa North Bay Passenger Rail Feasibility Study in an amount not-to-exceed \$125,000 (\$100,000 funding agreement plus contingency)

EXECUTIVE SUMMARY

NVTA and STA are partnering on a feasibility study to explore the viability of a passenger rail connection between Vallejo and Napa. Scheduled to begin in late Spring 2025, the study will analyze potential ridership, costs, and benefits with the goal of incorporating the corridor into the California State Rail Plan.

FISCAL IMPACT

Is there a fiscal impact? Yes, \$125,000 which will be covered by cost savings from other planning projects in the Planning budget.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA-TA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Deputy Executive Director
Phone: (707) 259-5968 / Email: dschmitz@nvta.ca.gov
SUBJECT: Funding Agreement with the Solano Transportation Authority (STA)
for the Solano-Napa North Bay Passenger Rail Feasibility Study

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee to enter and make minor modifications to Agreement No. 25-C14 with the Solano Transportation Authority (STA) for the Solano-Napa North Bay Passenger Rail Feasibility Study in an amount not to exceed \$125,000 (\$100,000 funding agreement plus contingency).

BACKGROUND AND DISCUSSION

The 2003 Napa/Solano Passenger/Freight Rail Study assessed the economic feasibility of potential passenger rail feasibility along several corridors between Napa and Solano Counties. It concluded that passenger service in the region would be too costly given limited ridership potential and instead, recommended interim transit improvements. This conclusion was revisited in the 2015 Solano Rail Facilities Plan, which reaffirmed the initial findings.

In May 2024, the STA and the City of Vallejo completed the 2024 Vallejo Passenger Rail Study, which identified potential travel demand from Vallejo to the North Bay counties, particularly to Napa County, followed by Solano—via the Solano Rail Hub in Suisun City. This demand highlighted an opportunity to support an integrated Solano-Napa North Bay Passenger Rail Service as outlined in the State Rail Plan. The Study recommended collaborating with regional and state partners, as well as neighboring counties such as Napa, to advocate for the inclusion of Vallejo rail service in the next update to the California State Rail Plan. In addition, the 2024 Vallejo Passenger Rail Study found a high market demand for rail service into the City of Napa. City of Napa has shown a lot of interest in this Study and is a key stakeholder. The Study will review in greater detail

the market demand, conceptual service plan and partnerships needed to successfully deploy passenger rail into Napa. In addition, the consultant will provide an assessment of community benefits and impacts and determine if there are any fatal flaws and make a recommendation for next steps.

NVTA staff, in collaboration with STA, and the cities of Napa and Vallejo, is conducting the Solano-Napa North Bay Passenger Rail Feasibility Study to evaluate a broader, integrated rail network connecting Vallejo and Napa to the California passenger rail system via the planned Solano Rail Hub in Suisun City. Set to begin in Spring 2025, the study will assess potential ridership, costs, and overall benefits, with the goal of incorporating the corridor into the California State Rail Plan.

The study is expected to take approximately one year to complete. STA and NVTA have agreed to contribute \$100,000 each to the Study. The additional \$25,000 is to cover any contingency, should it be needed to complete the Study.

ALTERNATIVES

The Board could choose not to approve the Funding Agreement with STA. This would result in insufficient funding for the study, delaying or preventing inclusion of future passenger rail in Napa County in the State Rail Plan.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Public transit, including passenger rail, would reduce the number of vehicles on roads resulting in a reduction of greenhouse gas emissions and vehicle miles traveled in Napa County.

ATTACHMENTS

1) Draft Funding Agreement No. 25-C14 with STA for the Solano-Napa North Bay Passenger Rail Feasibility Study

NVTA Contract #: 25-C14

**FUNDING AGREEMENT
BETWEEN
SOLANO TRANSPORTATION AUTHORITY
AND
NAPA VALLEY TRANSPORTATION AUTHORITY
FOR
SOLANO-NAPA NORTH BAY PASSENGER RAIL FEASIBILITY STUDY**

This Funding Agreement (“**Agreement**”) is entered into by the **SOLANO TRANSPORTATION AUTHORITY**, a joint powers authority organized under Government Code section 6500 et seq. consisting of the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo (“**STA**”) and the **NAPA VALLEY TRANSPORTATION AUTHORITY** (“**NVTA**”) each individually referred to as a “**Party**” and collectively as the “**Parties**” to be effective as of _____, 2025.

RECITALS

WHEREAS, STA was created in 1990 through a Joint Powers Agreement between the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo to serve as the Congestion Management Agency (CMA) for Solano County; and

WHEREAS, STA, as the CMA and the County Transportation Authority (CTA) pursuant to the Joint Powers Agreement (JPA) dated September 1995 for the County of Solano, partners with various transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC), Association of Bay Area Governments (ABAG) and Caltrans District 4, to set countywide transportation priorities and to coordinate the delivery of transportation projects in furtherance of the identified transportation priorities; and

WHEREAS, rail traffic in Solano County plays a significant and important role in the County’s transportation system as it provides for the mobility of goods and people; and

WHEREAS, in May 2024, the STA and the City of Vallejo completed the 2024 Vallejo Passenger Rail Study (Study), which identified potential travel demand from Vallejo to the North Bay counties, particularly in Napa County; and

WHEREAS, this demand highlighted an opportunity to support an integrated Solano-Napa North Bay Passenger Rail Service; and

WHEREAS, STA received a request from NVTA and City of Napa to conduct a study exploring the feasibility of passenger rail services between Solano County and Napa County; and

WHEREAS, the Solano-Nap North Bay Passenger Rai Feasibility Study (the “**Project**”) will be a joint effort between the STA and the cities of Fairfield, Suisun City, and Vallejo and the cities of American Canyon and Napa and will cost approximately \$200,000; and

WHEREAS, NVTA has agreed to contribute \$100,000 and STA to contribute the additional \$100,000 for this effort; and

WHEREAS, STA received Board approval on February 12, 2025 to enter into a funding agreement with NVTA; and

WHEREAS, STA and NVTA desire to enter into this Agreement to define the respective roles and responsibilities of the Parties.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

A. STA agrees to:

1. Engage a consultant to coordinate the process and to perform the work included in the scope of work attached as Exhibit A.

2. Provide a matching fund of \$100,000 from State Transit Assistance Funds (STAF) to assist in funding the consultant services.

B. NVTA agrees to:

Contribute \$100,000 to assist in funding the consultant services for the proposed scope of work outlined in Exhibit A.

C. Payments:

Consultant will invoice STA for work completed related to the Project. All consultant's invoices will be reviewed and approved by the Parties prior to STA issuing payment to consultant. NVTA will be responsible for reimbursing the STA for paid invoices within thirty (30) days of receipt.

D. Term and Termination:

1. This Agreement is effective as of the date written above through December 31, 2026, unless it is terminated or amended earlier as provided in this Agreement. This Agreement may also be terminated due to funding shortfalls or other unforeseen circumstances, as mutually agreed to by the Parties.

2. Either Party may terminate its participation in the process upon written notice to the other with thirty (30)-day written notice.

3. Following termination, NVTA will reimburse STA for performance made in good faith at the time of termination not to exceed the maximum amount payable under this Agreement.

E. Indemnification:

Each Party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying

party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

F. Insurance:

1. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 per occurrence and no less than fifteen million dollars (\$15,000,000) aggregate. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.

2. Each Party will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party will provide the other with a Waiver of Subrogation endorsement for Workers Compensation. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

3. Each Party will require all consultants, contractors, and subcontractors engaged to work on this Project to carry insurance in levels commensurate with the exposure of the respective work provided by the consultant, contractor, or subcontractor. of the respective work provided by the consultant, contractor, or subcontractor.

G. Force Majeure:

No Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Parties.

H. Dispute Resolution:

The Parties agree that any disputes between the Parties should be resolved initially without the intervention of a third party. Accordingly, should a dispute arise between the STA and NVTA regarding the performance of this Agreement, the Parties agree that the STA Executive Director and NVTA's Executive Director shall initially meet and confer. Should these two officers fail to reach consensus, the dispute shall be referred to a STA Executive Board along with the Solano County Supervisor that is a member of the STA Board and a representative from NVTA. Should this fail to resolve the dispute, litigation may be commenced in the Solano County Superior Court.

I. Notice:

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 a Party desires to give to the other Party shall be addressed to the other Party at the addresses set forth below. A Party may change its address

by notifying the other Parties 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.

SOLANO TRANSPORTATION AUTHORITY:

Daryl K. Halls, Executive Director
423 Main Street
Suisun City, CA 94585

Attn: Kathrina Gregana, Associate Planner

NAPA VALLEY TRANSPORTATION AUTHORITY:

Kate Miller, Executive Director
625 Burnell Street
Napa, CA 94559

**Attn: Daniell Schmitz, Deputy Director
CMA/Transportation Planning**

J. Prior Agreements and Amendments:

This Agreement represents the entire agreement of the Parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

K. Access to Records and Retention:

All Parties, acting through their duly authorized representative, as well as any federal or state grantor agency providing all or part of the funding associated with this Agreement, the State Controller, the Comptroller General of the United States, and the duly authorized representatives of any of the Parties, shall have access to any books, documents, papers and records of any Party 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, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

L. Interpretation:

Each Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as if all of the Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

M. Counterpart and Electronic Signature:

As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the Parties hereby agree to conduct this transaction by electronic means. This Agreement may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that the electronic signatures appearing on this Agreement are intended by each Party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

N. Signatory's Warranty:

Each Party warrants to the other Party that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.

The Parties have executed this Agreement on the day and year first written above.

SOLANO TRANSPORTATION AUTHORITY

NAPA VALLEY TRANSPORTATION AUTHORITY

By: _____
Daryl K. Halls, Executive Director

By: _____
Kate Miller, Executive Director

Approved as to Form:

Approved as to Form:

By: _____
Megan J. Callaway, STA Legal Counsel

By: _____
Osman Mufti, NVTA Legal Counsel

DRAFT

EXHIBIT A
SCOPE OF WORK

Solano Napa North Bay Rail Feasibility Study

Scope of Work

Desired Objectives:

- Determine the feasibility of passenger rail service between the cities of Fairfield and Suisun City and Vallejo, and the cities of American Canyon and Napa.
- Assess how a proposed passenger rail service can be better integrated into the California State Rail Plan
- Build upon the prior work from the recently completed 2024 Vallejo Passenger Rail Study to analyze a broader, integrated Solano Napa North Bay passenger rail network connecting Vallejo and Napa to the California passenger rail network at the planned Solano Rail Hub (enhancements and upgrades to the current Suisun/Fairfield train station).

Scope of Work

Task 1: Budget and Schedule

Develop detailed project budget and schedule. A Kick-Off Meeting will be held between STA, NVTA, the cities of American Canyon and Fairfield and Suisun City and Vallejo and the selected consultant to negotiate the final budget and determine the final schedule, including milestones and deliverables, to complete the tasks described in the Scope of Work.

Deliverable: Finalized budget and detailed project schedule

Task 2. Review of Previous Plans and Studies

The Consultant will review recently completed or upcoming rail plans, as well as other plans relevant to the rail corridors being studied. This includes, but is not limited to:

- 1) Napa/Solano Passenger/Freight Rail Study (2003)
- 2) 2019 STA SMART and SolanoExpress Station Rail Feasibility Study
- 3) 2021 Solano Rail Hub Advanced Planning Study
- 4) 2024 Vallejo Passenger Rail Study
- 5) Visit Napa Valley Visitor Profile - <https://www.visitnapavalley.com/about-us/research/>
- 6) [2020 Napa Valley Travel Behavior Study](#)
- 7) 2019 SR-37 Travel Behavior and Transit Feasibility Study
- 8) Active Transportation Plans (NVTA and STA)
- 9) Comprehensive Transportation Plan (NVTA and STA)
- 10) Upcoming STA Suisun City and Fairfield Solano Rail Hub Priority Development Area (PDA) Specific Plans
- 11) City of Vallejo's upcoming Downtown and Waterfront PDA Plan Updates

The Consultant will summarize relevant findings and recommendations from these previous plans and studies to be used for this Project.

Deliverable: Review of Previous Plans and Studies Memo

Task 3. Existing Conditions Report on Facilities and Land Use

The Consultant will conduct a comprehensive review of current rail infrastructure and assess the conditions of the infrastructure for passenger rail operations utilizing the analysis conducted for rail infrastructure in Vallejo in the 2024 Vallejo Passenger Rail Study and the segment between Napa Junction Suisun City in the [2019 SMART Passenger Rail Service Novato to Suisun City](#).

The Consultant will review infrastructure investigations from previous plans and evaluate the scope of needed improvements. This task will involve reviewing existing information from Union Pacific Railroad, SMART, and Napa Valley Railroad, including track charts, planned improvements, and freight train service levels (existing and forecasted future) to understand the existing and future baseline conditions of the infrastructure. Additionally, operations along the rail corridors within the plan study area will be reviewed.

Furthermore, the Consultant will also review existing relevant studies from local agencies to understand the condition of the infrastructure, current and future land use plans, and any existing rail service proposals. Based on this analysis, the Consultant will identify the necessary upgrades to the existing infrastructure and land use and to meet the operational requirements for providing passenger rail services.

The Consultant will also consider current and future transportation projects (such as future roadway projects) or other infrastructure projects (such as utility relocations, etc) that could impact such a potential passenger rail service.

Deliverable: Existing Conditions Report on Facilities and Land Use Memo

Task 4. Market Demand and Conceptual Transit Service Plans

Task 4.1 Market Demand

The Consultant will analyze travel demand data using big data and future travel demand forecasts to identify geographic travel markets and estimate passenger demand within the North Bay passenger rail network and to other areas (to/from Solano Rail Hub, Sacramento Valley, East Bay, et al).

The Consultant will also assess recreational travel demand on potential rail lines. The consultant will collect and review tourist activity to define the total size of the tourism market and characteristics (length of stay, trip origin/destination, existing travel mode, etc.), as well as forecasts of future activity. In addition, consideration of special event opportunities will also be explored. The consultant will also review the Napa Valley Visitor Profile for this task.

Task 4.2 Assessment of Vehicle Types

The Consultant will assess rail vehicle types and fleet technologies (including alternative near-zero and zero emissions fuel technology) to analyze the vehicle and fleet options for the proposed North Bay passenger rail service. This task will be informed by the information developed in Task 3, market demand analysis, the understanding of current and future freight service, the regulatory options to operate mixed and separated freight and passenger services, and the vehicle options that allow flexibility in service delivery.

A memo will be developed that will document this analysis and provide a recommendation on vehicle type and station design.

Task 4.3 Conceptual Transit Service Plans

The Consultant will develop a conceptual service plan for rail service between the North Bay passenger rail network (Novato- Napa- Napa Junction- Vallejo -Solano Rail Hub) and other potentially viable geographic markets that are found in Task 4.1.

An analysis will be conducted to assess the viability of passenger rail service in the North Bay to/from other viable geographic travel markets. These concepts should dovetail and not conflict with future rail services that may result from the State Rail Plan.

Additionally, the Consultant will conduct an analysis of what type of transit service (i.e., bus, light-rail, heavy-rail, etc) would best meet projected geographic travel markets.

Task 4.4 Operations Infrastructure

The Consultant will identify a set of operational infrastructure projects that will support the Conceptual Transit Service Plans, proposed station locations and layouts, and the operating specifications of the rail vehicle types and fleet technologies. A preliminary cost estimate of these operational infrastructure projects will be developed by the Consultant. This task will be informed by the information developed in Task 3, prior studies, and any other available information from the study partners.

The Consultant will develop a report summarizing their findings.

Deliverable:

- 1) Market Demand Analysis Memo
- 2) Assessment of Vehicle Types
- 3) Conceptual Transit Service Plans Memo
- 4) Operations Infrastructure Memo

Task 5. Potential Governance and Operating Models and Integration to the State Rail Plan and Regional Transportation Plan

The Consultant will conduct an analysis of potential rail service providers and operating models. This could include the Napa Valley Wine Train, Sonoma-Marín Area Rail Transit (SMART), Capitol Corridor JPA, and/or Public-Private Partnerships. Operating models should include standard passenger service, excursion services, and freight service.

The Consultant will also conduct an economic analysis of implementing potential passenger rail service in the context of Priority Production Areas in Napa and Solano Counties as well as each of their existing economic development plans.

Lastly, the Consultant will provide recommendations on how this potential North Bay passenger rail service could be integrated to the California State Rail Plan and Regional Transportation Plan in the context of the recently completed plans.

Deliverable:

- 1) Potential Rail Service Providers and Operating Model Feasibility Analysis.
- 2) Integration to the California State Rail Plan and Regional Transportation Plan Memo

Task 6. Assessment of Community Benefits and Impacts

The Consultant will determine what impacts (both positive and negative) a potential rail service may have on the communities of Napa. This may include:

- Impacts on neighbors and adjacent property owners and compatibility with existing zoning,
- Potential for displacement
- Noise and Vibration Impacts
- Issues around Safety for Vulnerable Road Users
- Economic/Social opportunities or burdens, including affordable housing

The Consultant will develop a report summarizing their findings.

Deliverable: Summary of Community Impacts

Task 7: Proposed Order of Magnitude Capital and Operation Costs

The Consultant will identify the capital investments needed to support project implementation and develop capital cost estimates based on the full list of infrastructure needs as well as a high-level summary of potential funding sources.

Based on the conceptual transit service plans as part of Task 3, the Consultant will identify infrastructure requirements to reliably operate new passenger rail service. We will provide high-level ROM unit prices for capital improvements and ROM operating costs. Operating costs will

be assessed by using the NTD-reported unit operating cost for similar services and then applying those unit costs to the proposed service.

Deliverable:

- 1) ROM Operating Costs
- 2) ROM Costs for Infrastructure Projects

Task 8. Stakeholder Outreach

In close coordination with the Napa Valley Transportation Authority, Solano Transportation Authority, and the City of Napa, the Consultant will prepare materials for stakeholder outreach and conduct interviews to preview the initial draft findings of the study with a focus on understanding stakeholder concerns and support for a new passenger rail service, or new transit service(s) from Solano County into downtown Napa.

A simple project website will also be created that will provide brief project progress updates.

The Consultant will prepare a report on findings from the stakeholder outreach that summarizes efforts and findings.

Deliverable:

- 1) Report on Findings from Stakeholder Outreach

Task 9. Develop Conclusions and Compile a North Bay Passenger Rail Study Report

The Consultant will identify potential challenges and opportunities of a proposed passenger rail service in Napa and determine feasibility and/or fatal flaws; and make a recommendation for next steps. The recommendations will also incorporate future considerations such as the Metropolitan Transportation Commission (MTC) Transit Oriented Communities (TOC) Policy and Mobility Hubs. The Consultant will also compile a North Bay Passenger Rail Study Report. The Consultant will present the findings at the NVTA Board, STA Board, Napa City Council, and Fairfield, Suisun City, and Vallejo City Council.

Deliverable

- 1) Draft and Final Report of North Bay Passenger Rail Study
- 2) Presentation Materials



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Napa Valley Transportation Authority (NVTA) Agreement No. 25-C03 with KNN Public Finance for on-call financial advisory services.

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority authorize the Executive Director to execute and make minor changes to Agreement No. 25-C03 with KNN Public Finance (Attachment 1) for on-call financial advisory services for a period of up to six years in an amount not to exceed \$630,000.

EXECUTIVE SUMMARY

NVTA released a Request for Proposals (RFP) 25-R19 on January 2, 2025, to provide on-call professional financial advisory services for the NVTA and NVTA-TA. A single proposal was received, and based on the merits of the proposal, the evaluation committee concluded KNN Public Finance met the requirements outlined in the RFP.

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The estimated cost of services is up to \$105,000 per year, totaling \$630,000 over the six-year contract period. Funding these services will be provided through TDA or Measure U Admin funds, depending on the specific services rendered.

For general advisory services, costs will be based on an hourly rate for on-call support, charged against a pre-established not-to-exceed amount per task or per fiscal year. For transaction services, a fixed fee will be determined based on the complexity and size of each transaction. The issuance fee will be contingent upon the successful completion of services.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov
SUBJECT: Napa Valley Transportation Authority (NVTA) Agreement No. 25-C03
with KNN Public Finance for On-Call Financial Advisory Services

RECOMMENDATION

That the Napa Valley Transportation Authority authorize the Executive Director, or designee to execute and make minor changes to Agreement No. 25-C03 with KNN Public Finance (Attachment 1) for on-call financial advisory services for a period of up to six years in an amount not to exceed \$630,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

To ensure continued financial expertise, and especially in light of Measure U bonding potential, NVTA issued a competitive solicitation for on-call financial advisory services on January 2, 2025. The agency seeks to engage a firm capable of supporting NVTA's mission and investment strategy, particularly in areas such investment negotiations and disclosure reporting. Additionally, the selected firm would provide financial analysis, consultation, and support for all investment-related and operational financial matters.

The solicitation was advertised on NVTA's website, the local newspaper, and publicpurchase.com, with at least seven qualified firms being notified.

The RFP provided that an Evaluation Committee assess the technical proposal. The committee included the Executive Director, Deputy Executive Director, Director of Finance, Senior Accountant, and Transit Planner.

KNN was the sole bidder and was determined to be responsive. NVTA reached out to other firms to understand their reasons for not submitting proposals. Most cited capacity constraints, as many specialized firms are currently managing high client demand.

NVTA has relied on KNN Public Finance in the past. The firm has provided expert guidance on critical financial matters, including the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan process and Measure U financial modeling.

If awarded the contract, KNN will also assist in selecting a legal firm to serve as bond counsel, disclosure counsel, and/or tax counsel in connection with proposed bond funding and other financing sources for NVTA's capital improvement program.

ATTACHMENT(S)

- (1) Draft NVTA Agreement No. 25-C05 with KNN Public Finance



NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C03

THIS AGREEMENT is made and entered into as of this _____ day of March, 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 KNN Public Finance, LLC, registered to do business in the State of CA, whose mailing address is 2054 University Avenue, Suite 300, Berkeley, CA 94704, hereinafter referred to as "CONSULTANT";

RECITALS

WHEREAS, NVTA wishes to obtain specialized services in order to provide On-Call Financial Advisory Services as requested by NVTA; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its March 19, 2025, Board 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 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 shall commence on the date first above written ("Effective Date") and shall expire six (6) years from the effective date 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 those services set forth in Scope of Work (EXHIBIT A), attached hereto and incorporated by reference herein.
- 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.

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 to 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 either party 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
Kate Miller
Executive Director
625 Burnell Street
Napa, CA. 94559

CONSULTANT
Melissa Shick
Managing Director
2054 University Avenue, Suite 300
Berkely, CA 94704

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONSULTANT hereby agrees to comply, and require 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. In particular, 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. 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 as a consequence of CONSULTANT's failure to pay or withhold, when due, all such taxes and obligations. In the event that 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 work authorized 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. 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.

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 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.

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”
KNN PUBLIC FINANCE, LLC

By _____
KATE MILLER, Executive Director

By _____
MELISSA SCHICK, Managing Director

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
NVTA General Counsel

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide NVTAs with the following services:

(ATTACHED)

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 NVTAs 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

EXHIBIT A

SCOPE OF WORK

Financial Analysis

Proposers are to provide financial advisory services relating to the NVTA's mission and investments, including, but not limited to, real estate transactions and investment negotiations (collectively referred to here on out as "Services").

Throughout the term of this contract, the successful Proposer shall be available to perform these services on an on-call basis for the project assignments. Project assignments may include some or all the services outlined below. Occasionally, Proposer may be required to present their work at public meetings hosted by NVTA.

The following tasks expected of Proposer include, but are not limited to:

- o Conducting financial analysis to evaluate existing or proposed incentives, transactions, and other negotiations; including, but not limited to:
 - o Evaluate project pro-formas, including all assumptions.
 - o Calculate and/or verify investment returns using financial metrics such as return on cost, cash-on-cash return, IRR, or other financial metrics.
 - o Evaluate financial feasibility of proposed projects and determine level of public subsidy required, if any.
 - o Model investment scenarios, including, but not limited to, other public subsidies such as any tax stabilization agreement(s).
 - o Recommend financial structure(s) that optimize the public investment.
 - o Evaluate the level of public sector risk in a proposed transaction and suggest methods to improve its proposed structure to reduce the public sector risk.
- o Completing due diligence on existing or proposed transactions and other NVTA investments.
- o Reviewing investment documents, such as incentive agreements.

- o Negotiating on NVTA's behalf with prospective and current investment partners.
- o Complete market analysis, including, but not limited to:
- o Evaluating market assumptions for proposed projects of all asset classes, including rents and/or sale prices, operating expenses, financing terms, and return expectations.
- o Confirm or determine highest and best use; and,
- o Identifying market risks and opportunities.

Measure "U" ½ Cent Sales Tax Bonding and Reporting

Proposer shall be available to NVTA when needed to provide analysis, consultation, and support for all financial, investment and other related matters affecting the capital and operating finances of NVTA. The financial and investment advisor may be requested to assist staff in the following areas:

- o Develop financial strategies for use in updating a strategic plan to implement a quarter cent sales tax measure for transportation.
- o Provide creative solutions to funding, financing, investment, cash flow, and other monetary challenges.
- o Evaluate potential bond issues, refundings, advance refundings, short-term financing mechanisms, leases, and investment strategies.
- o Assist staff in soliciting proposals for bond counsel, underwriter(s), issuing and paying agents, letter of credit providers, liquidity providers, trustees, printers etc., when necessary.
- o Assist in the structuring of Bond/COP/TECP issues including rating agency/investor preparations, sizing, and timing of sale, callability, maturities, reserve funds, capitalized interest, and other matters which may assist in obtaining the lowest interest cost for the issue.
- o Prepare written reports before and after pricing indicating market comparables (including gross spread, management fee and takedown comparables) and overall market conditions.
- o Serve as the Authority's agent with respect to the pricing of the bonds and minimizing the cost of issuance.

- o Provide oral and/or written updates to the Board of Directors and subcommittees.
- o Assist the Authority staff in the review of all bond allocations to assure equity among the financing team and assist in the preparation of a written report supporting the bond allocation process.
- o Assist staff in soliciting proposals for external active investment managers and custodian banks, if necessary.
- o Assist in the preparation of investment reports to the Board of Directors and/or subcommittees.
- o Provide advice, written analysis, and assistance regarding the annual adoption of the Authority's investment policy.
- o Assist the Authority staff in the review and reporting of all investment portfolio benchmarks for actively managed investments.
- o Design custom investment portfolio benchmarks for actively managed investments, when requested.
- o Evaluate investment alternatives for bond proceeds construction funds and debt service reserve funds.
- o Review investment instrument agreements on an as-needed basis.
- o Conduct and/or assist in the competitive bid process for the selection of investment instruments on an as-needed basis.
- o Other matters as needed.

EXHIBIT B



RFP 25-R19 COST PROPOSAL - COVER SUMMARY SHEET

INSTRUCTIONS

- 1) The total cost is a fixed amount; not-to-exceed (NTE) cost proposal.
- 2) For Tasks 1, 2, and 3: the amount per hour is a sum of salaried positions used. Use comments block to list key positions factored into this hourly amount.
- 3) Compensation for services related to issuance of bonds is contingent upon successful completion of the sale of bonds.
- 4) Attach to this Cover Summary Sheet the Firm's Fixed Rate/Fee Schedule for Year One with estimated % increases for each year following

Tasks	Number of Units	Unit of Issue	Amount	Annual Subtotal	Comments
1. FINANCIAL ANALYSIS					
	Number of Units	Hour	Amount*	Annual Subtotal	
YEAR ONE SERVICES	80	HR	\$ 386	\$ 30,880	Assumes all activities related to strategic planning and capital planning, including building and maintaining the Measure U cashflow model. All other activities as may be requested, including meetings, projects, research & analysis.
YEAR TWO SERVICES	80	HR	\$ 398	\$ 31,840	
YEAR THREE SERVICES	80	HR	\$ 410	\$ 32,800	
YEAR FOUR SERVICES	80	HR	\$ 422	\$ 33,760	
YEAR FIVE SERVICES	80	HR	\$ 435	\$ 34,800	
YEAR SIX SERVICES	80	HR	\$ 448	\$ 35,840	
2. MEASURE "U" 1/2 CENT SALES TAX BONDING & REPORTING					
	Number of Units	Year	Amount*	Annual Subtotal	
YEAR ONE SERVICES	35	HR	\$ 386	\$ 13,510	Assumes "pre-transaction" and plan of finance activities as needed in any given year leading into a bond financing. Also assumes ongoing debt reporting and the filing of continuing disclosure and California ADTR reports.
YEAR TWO SERVICES	35	HR	\$ 398	\$ 13,930	
YEAR THREE SERVICES	35	HR	\$ 410	\$ 14,350	
YEAR FOUR SERVICES	35	HR	\$ 422	\$ 14,770	
YEAR FIVE SERVICES	35	HR	\$ 435	\$ 15,225	
YEAR SIX SERVICES	35	HR	\$ 448	\$ 15,680	
3. BOND ISSUANCE					
	Number of Units	Year	Amount	Annual Subtotal	
YEAR ONE SERVICES	1	HR	\$80,000 - \$120,000	\$80,000 - \$120,000	Assumes one issuance per year. Assumes the issuance of long-term bonds. Fee range is increased by 3%/year.
YEAR TWO SERVICES	1	HR	\$82,400 - \$123,600	\$82,400 - \$123,600	
YEAR THREE SERVICES	1	HR	\$84,870 - \$127,300	\$84,870 - \$127,300	
YEAR FOUR SERVICES	1	HR	\$87,420 - \$131,120	\$87,420 - \$131,120	
YEAR FIVE SERVICES	1	HR	\$90,040 - \$135,060	\$90,040 - \$135,060	
YEAR SIX SERVICES	1	HR	\$92,740 - \$139,110	\$92,740 - \$139,110	

TOTAL COST

*Amount = estimated weighted average cost of KNN Advisor rates.

****** FIRM'S RATE/FEE SCHEDULE ATTACHED SEPARATELY ******

1. COST PROPOSAL

RFP Question: The Cost Proposal along with Proposer's Rate/Fee Schedule shall be submitted, separately, and will be evaluated, following the evaluation of the Technical Proposal. No other proposal forms will be accepted unless an addendum has been posted to the RFP, changing the required form for use. Attach to this Cover Summary Sheet the Firm's Fixed Rate/Fee Schedule for Year One with estimated % increases for each year following.

Our standard approach to general advisor appointments is to charge on an hourly basis for on-call advisory services, typically charged against a not-to-exceed amount established at the beginning of each task or against a not-to-exceed amount for a given fiscal year. For transaction services, we establish a fixed fee based on the complexity and size of the specific transaction, with our fee being contingent upon the close of financing.

Non-Transaction Services (Hourly Rates)

Our hourly fees for on-call financial advisory (e.g. policy development, new project analysis, debt capacity studies, etc.) and pre-transaction services (e.g. preparation of a plan of finance, development of planning models, analysis of alternative financing approaches, presentations to staff and Boards, etc.) are provided in the below table. Our current hourly rate schedule is subject to a 3% annual escalation – as approved by NVTA each year – over the term of the contract.

TITLE	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6
Senior Managing Director	\$425	\$438	\$451	\$464	\$478	\$493
Managing Director	\$400	\$412	\$424	\$437	\$450	\$464
Director	\$375	\$385	\$398	\$410	\$422	\$435
Vice President	\$350	\$360	\$371	\$382	\$394	\$406
Assistant Vice President	\$325	\$335	\$345	\$355	\$366	\$377
Associate	\$300	\$309	\$318	\$328	\$338	\$348
Analyst	\$275	\$283	\$292	\$300	\$310	\$319

Transaction Services (Fixed Fees)

For advisory services related to debt offerings, KNN typically negotiates fixed fees at the time the plan of finance is known, based on factors that impact complexity and time commitments, such as bond structure, credit structure, financing vehicle, interest rate mode, and the method of sale (public versus private offering). Such fixed transaction fees are paid from bond proceeds (i.e., cost of issuance) and payment is contingent on the successful closing the bonds. Contingent fee structures do raise a potential conflict of interest, which is addressed in our MSRB G-42 disclosure statement provided in **Appendix A | KNN Disclosures**.

Depending on the complexity of the transaction, KNN's fees charged on recent transportation sales tax issuances have ranged from **\$45,000 - \$60,000** for short-term, interim financings **\$80,000 - \$120,000** for the issuance of long-term sales tax revenue bonds. We would expect a similar fee range would apply to sales tax revenue financings issued by NVTA. This fee range would also be subject to annual escalation by 3% per year over the six (6) year term of the engagement.

NOTE: We have made every effort to approximate values in the "Cover Summary Sheet" requested to be populated. Though there are many factors, variables, and unknowns that will factor into the total cost of our services in any given year. Overall, however, we have flexibility in adjusting our fee structure to meet the client's needs. While we do not strive to be a low-cost provider, we do recognize your need to pay a competitive price for services and are willing to discuss our fee proposal further.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Federal and State Legislative Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update and the State Legislative Update and take action on legislation included on the Bill Matrix.

EXECUTIVE SUMMARY

The attached memos from Platinum Advisors summarizes recent federal and state legislative activities respectively. The Bill Matrix outlines legislation of interest to the Agency, and staff is requesting that the Board take action on various bills.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nvta.ca.gov
SUBJECT: Federal and State Legislative Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update (Attachment 1), the State Legislative Update (Attachment 2) and take action on legislation included on the State Bill Matrix (Attachment 3).

BACKGROUND

Federal Update:

The House advanced a budget resolution to keep the government running through September 30th. The budget resolution is consistent with President Donald Trump's agenda paving the way for a reconciliation bill. Some conservative lawmakers wanted deeper cuts, and moderate Republicans expressed concerns about Medicaid coverage and other social programs. The "Big, Beautiful Bill" includes President Trump's 2017 tax cuts, as well as new border security, domestic energy, and defense spending. The bill would also raise the debt limit, which is not likely to be universally embraced by some members concerned about the Nation's debt.

The Senate has a two-bill approach for the reconciliation legislation. Lawmakers passed their own "skinny" FY 2025 budget resolution that includes language related to border and defense spending. Tax cuts and additional spending cuts would be addressed in a second budget reconciliation measure.

Conflict about the bills is anticipated between Speaker Johnson and Senate Majority Leader John Thune (R-SD) largely resting on whether tax cuts should be permanent, something that Senate Majority Leader fervently supports, which the House bill in its

current form would not allow. The current continuing resolution expires on March 14th. If no resolution is reached, some branches of the government will be shut down.

Other highlights in the federal report include:

- Federal Highways Administration (FHWA) notice to rescind and reissue guidance for National Electric Vehicle Infrastructure (NEVI) Formula Program, which funds charging stations along the nation's highways. No funding will be distributed until the new guidance is published.
- Secretary of Transportation, Sean Duffy, directed the Federal Railroad Administration to initiate a review of California's High Speed Rail project. President Trump has been critical of the program and the review may result in ending federal funding commitments to the project.
- The Trump Administration has begun a major overhaul of NEPA which is consistent with President Trump's *Unleashing American Energy* Executive Order.
- The Government Accountability Office (GAO) released its [2025 high-risk list](#) which includes targeting aid to community after natural disasters.
- The Senate Environment and Public Works Committee convened a hearing to evaluate the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), passed under the Biden Administration. Witnesses at the hearing expressed concern about raising construction costs. They also noted job creation for various program and advocated for streamlined permitting, sustained investment and funding certainty.

State Update:

- The California Transportation Commission (CTC) elected Commissioner Darnell Grisby to chair the Commission. Commissioner Grisby was appointed to the CTC in 2021 by Governor Newsom. He currently serves as Senior Fellow at the Beneficial State Foundation.
- One of the trailer bills introduced by the Department of Finance would authorize the California Air Resources Board to impose fees on ANY entity regulated by the Board to cover the agency's costs. The fee proposals was not mentioned in the Governor's budget summary. The Legislative Analyst's Office recommends that the legislature reject the proposal.
- The Senate Budget Committee held a hearing on "Transit in California." The Committee received testimony from academics and transit agencies. They also heard testimony from California State Transit Agency (CalSTA) staff overseeing

the SB 125 Transit Transformation Task Force. The hearing is the initial step to provide additional transit funding in the state budget.

- The deadline to introduce legislation was February 21. There are several key bills that staff is requesting the Board take action on and will be discussed in greater detail at the March 19th Board meeting. Some of these bills are highlighted below:
 - SB 63 (Weiner/Arreguin) is currently a spot bill to fund Bay Area transit.
 - SB 71 (Weiner) would repeal the sunset date on existing law that exempts certain transit, bicycle, and pedestrian projects from CEQA, adding several other programs for CEQA exemption.
 - AB 394 (Wilson) 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.
 - AB 697 (Wilson) would help streamline delivery of the SR 37 project and would allow an incidental take permit providing impacts to species are fully mitigated. A fact sheet outlining the bill's intent has been included as attachment 4 to this memo.

In addition, there are several Brown Act reform bills that have been introduced.

ATTACHMENTS

- 1) February 28, 2025 Federal Update (Platinum Advisors)
- 2) March 3, 2025 State Update (Platinum Advisors)
- 3) State Bill Matrix (Platinum Advisors)
- 4) AB 697 (Wilson) Fact Sheet

PLATINUM | ADVISORS

TO: Kate Miller, Executive Director
Napa Valley Transit Authority

FROM: Jessica Aune, Platinum Advisors

RE: Napa Valley Transit Authority February 2025 Monthly Report

DATE: Friday, February 28, 2025

State of Play and Congressional Update:

Despite facing opposition from several members of the House Republican Conference, Speaker of the House Mike Johnson (R-LA) and his leadership team successfully advanced a budget resolution last week that paves the way for a reconciliation bill covering a significant portion of President Donald Trump's agenda. Ultimately, Speaker Johnson only lost a single vote – the most he can afford with current margins – after a handful of members expressed a range of concerns about the resolution. Conservative lawmakers criticized the proposal for not requiring deeper cuts, while moderate Republicans were concerned that the proposed cuts could impact Medicaid coverage and other social net programs.

The adoption of the resolution – which includes instructions to committees on the total savings and new spending to be included in a reconciliation bill – bolsters House Republicans' plan for one "Big, Beautiful Bill" that incorporates an extension of President Trump's 2017 tax cuts, as well as new border security, domestic energy, and defense spending. The reconciliation bill would also raise the debt limit – a contentious policy for the House's deficit hawks. The White House has endorsed the House's dual approach.

Across Capitol Hill, the Senate is undertaking a two-bill approach for reconciliation legislation. Lawmakers in the upper chamber passed their own "skinny" FY 2025 budget resolution that includes budget reconciliation instructions related to border and defense spending. Tax cuts and additional spending cuts would be addressed in a second budget reconciliation measure.

Speaker Johnson and Senate Majority Leader John Thune (R-SD) are on course to clash over their differing preferences on the reconciliation process. On the tax issue, Senate Majority Leader John Thune (R-SD) is leading a push to make the 2017 tax cuts permanent. As pointed out by Ways and Means Committee Chair Jason Smith (R-MO), the House reconciliation budget in its current form would not allow for permanency.

In the coming months, committee chairs will take the budget instructions from their respective chamber and consider which programs to bump-up or slash. To pay for the proposed tax extenders, lawmakers are considering a slate of so-called pay-for's, including a repeal of Inflation Reduction Act tax credits and tax-exempt municipal bonds. Several members swiftly defended preserving the tax-exempt status for municipal bonds, including Reps. Rudy Yakym (R-IN) and David Kuster (R-TN) who introduced legislation that would restore state and local borrowers' ability to sell tax-exempt muni bonds for advance refunding.

In February, top Republicans and Democrats on the respective appropriations committee renewed negotiations on a final FY 2025 funding package. With government funding set to expire on March 14, lawmakers have a mere two weeks to reach an agreement on top-line spending levels. At the center of negotiations is language supported by congressional Democrats that would require President Trump to spend funds as appropriated by Congress. This is a non-starter for their Republican colleagues. It's increasingly likely that lawmakers will pass a clean continuing resolution for the rest of the fiscal year, but this would require bipartisan support considering conservatives' opposition to stopgap funding measures.

House GOP Disapproval Resolution Floor Plan

Last month, House Majority Leader Steve Scalise (R-LA) [released](#) a list of disapproval resolutions that would leverage the Congressional Review Act to repeal Biden-era regulations enacted in the final 90 days of his administration. The effort began in late February with a review of regulations that set higher efficiency standards for tankless water heaters and impose fees on companies exceeding specific methane emission thresholds. Other targeted regulations include the California Clean Air Act Waiver, expanded certification and labeling under the Department of Energy's conversion standards program, rubber tire manufacturing rules, and carbon credit policies.

FHWA Considers Suspending EV Charging Infrastructure Funding

In early February, the Federal Highway Administration (FHWA) announced in a [letter](#) that the agency would suspend approval of funds intended to be distributed to states from the National Electric Vehicle Infrastructure (NEVI) Formula Program, which provides funding to add chargers mostly along the interstate highway system. Specifically, the letter stipulates that FHWA will rescind current NEVI guidance and publish an updated draft NEVI Formula Guidance for public comment in the spring. As a result of the rescission, no new obligations will occur under the program until updated guidance is finalized and states re-submit their deployment plans for approval.

Trump Targets \$128 Billion California High-Speed Rail Project

After being sworn in as Secretary of Transportation, Sean Duffy directed the Federal Railroad Administration (FRA) to initiate a review of the California High-Speed Rail Authority (CHSRA). The review is intended to help determine whether the proposed high-speed corridor project between Merced and Bakersfield should continue to receive federal support.

President Trump has repeatedly clashed with California state officials over the state's management of major projects and federal funding. Most recently, the president criticized Governor Newsom over the Los Angeles wildfires. During his first term, the Trump administration terminated a federal agreement with California, canceling nearly \$1 billion in funding for the high-speed rail project. The Biden administration awarded \$3 billion for the rail line in 2023.

White House Re-envision Federal Permitting Rules

The Trump administration has undertaken a major overhaul of national permitting regulations established under NEPA. Under current statutes outlining how NEPA is implemented, the Council on Environmental Quality (CEQ) issues broadly applicable rules that complement agency-specific statutes and regulations. However, under a new interim rule issued by CEQ would rescind its rulemaking authority. The move by CEQ is consistent with President Trump's Unleashing *American Energy Executive Order* which directed CEQ to consider rescinding its permitting rules and also rescinded the 1977 Executive Order that formed the basis for those rules.

In November, a federal judge for the U.S. Court of Appeals for the D.C. Circuit ruled that CEQ lacks the authority to issue binding NEPA regulations for other agencies, which will bolster the Trump administration's most recent move to roll-back NEPA. The case was *Marin Audubon Society v. Federal Aviation Administration*.

GAO Adds Disaster Aid, Highlights Surface Transportation in High-Risk List

The Government Accountability Office (GAO) released its [2025 high-risk list](#), adding the federal government's disbursement of aid to communities after natural disasters to its list of programs vulnerable to mismanagement. This is a new area of concern because of the "increased cost and complexity of recovery," as weather events become more frequent and intense.

Federal agencies and Congress need to address the current "fragmented" approach to disaster recovery to make it easier for survivors and communities to access aid, GAO said in its report. Specifically, the GAO recommends that Federal Emergency Management Agency (FEMA), Housing and Urban Development (HUD), and Department of Transportation (DOT) identify and take steps to "better manage

fragmentation between their individual disaster recovery programs and other federal programs.”

The high-risk list also includes a section titled, “Funding the Nation’s Surface Transportation System,” which details how spending from the Highway Trust Fund has exceeded motor fuel and truck-related taxes deposited into the fund. Specifically, the GAO recommends that Congress pass a long-term, sustainable plan for funding surface transportation that includes measures that would enhance clarity of its evaluation process for discretionary grant programs.

Senate EPW Hearing on IIJA Implementation

This month, the Senate Environment and Public Works Committee convened a [hearing](#) to evaluate the implementation of the Infrastructure Investment and Jobs Act (IIJA). The hearing featured testimony from transportation stakeholders representing state, industry, and local perspectives. The discussion focused on funding stability, project delivery timelines, and infrastructure resilience—issues vital to transit systems and port connectivity.

During the hearing, a representative for the American Association of State Highway and Transportation Officials described how inflation-driven cost increases for construction materials have “eroded” transportation authorities’ buying power. Another witness representing the Transportation Construction Coalition highlighted the importance of preserving Buy America exemptions for aggregates and paving materials to avoid supply chain disruptions.

Senator Alex Padilla (D-CA) asked the third witness – a representative from National Association of City Transportation Officials (NACTO) – to describe how certain projects would be affected if federal transportation funds were lost, even temporarily, specifically raising concerns about California’s 50+ transformative projects. In their response, the witness pointed out that safety-oriented and state-of-good-repair projects could face disruptions. Sen. Padilla noted that in a state like California, with aging infrastructure and over 80,000 jobs tied to IIJA funds, delays could derail critical transit projects reliant on federal commitments.

Sen. Padilla also asked about the importance of finalizing Charging and Fueling Infrastructure Grant agreements. Witnesses emphasized job creation, support for small businesses, and alignment with states’ NEVI plans, stressing the need for continued momentum.

Overall, witnesses advocated for streamlined permitting, sustained investment, and funding certainty—noting that widespread economic benefits of infrastructure projects raise the stakes for 2026 surface transportation reauthorization negotiations.

Senate Transportation Panel Considers Bradbury Nomination for DOT Counsel

This month, the Senate Commerce, Science, and Transportation Committee held a confirmation hearing to consider Steven Bradbury's nomination as General Counsel for the U.S. Department of Transportation (DOT). The hearing scrutinized Bradbury's legal expertise, prior tenure as DOT General Counsel (2017-2021), and his vision for DOT under Secretary Sean Duffy in President Trump's second term. With his past roles—including a stint as Acting Secretary in 2021—and contributions to Project 2025's transportation agenda, senators on the committee probed Bradbury's approach to safety, regulatory policy, emerging technologies, and ethical considerations, reflecting DOT's critical role in infrastructure and innovation.

Overall, Republican lawmakers such as Sens. Cruz and Wicker praised Bradbury's legal acumen and tech-forward vision, seeing him as a fit for Trump's deregulatory push, while Democrats, including Sens. Cantwell and Markey expressed unease over past transparency issues and safety rollbacks. His nuanced stance on autonomous vehicles and advanced tech—favoring innovation with measured oversight—was receptive on both sides of the dais, though concerns about industry influence lingered.

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.1105](#) — To amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act to require the President to establish an individual household disaster mitigation program, and for other purposes.

Sponsor: Thompson, Mike [Rep.-D-CA-4]

Introduced: 02/06/2025

[H.R.1253](#) — To amend the Internal Revenue Code of 1986 to establish a tax on the sale of electric vehicles and batteries.

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

Introduced: 02/12/2025

[H.R.1255](#) — To amend the Internal Revenue Code of 1986 to reinstate advance refunding bonds.

Sponsor: Kustoff, David [Rep.-R-TN-8]

Introduced: 02/12/2025

[S.536](#) — A bill to amend the Internal Revenue Code of 1986 to establish a tax on the sale of electric vehicles and batteries.

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

Introduced: 02/12/2025

[S.651](#) — A bill to repeal programs relating to funding for electric vehicle charging infrastructure, and for other purposes.

Sponsor: Ernst, Joni [Sen.-R-IA]

Introduced: 02/20/2025

[H.R.1513](#) — To repeal programs relating to funding for electric vehicle charging infrastructure, and for other purposes.

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

Introduced: 02/21/2025

Executive Branch

On Tuesday, March 4, the Trump administration is slated to impose 25% tariffs on goods imported from Canada and Mexico. An additional 10% will be imposed on goods from China. Earlier in February, the White House announced a one-month pause in the Canada and Mexico duties after the two countries announced new commitments on addressing illicit fentanyl trafficking and border security. This month, President Trump also announced that his administration would impose 25% tariffs on [steel](#), aluminum, and copper imports. On top of the tariff announcements, the White House issued a presidential [memorandum](#) directing the federal government to develop a plan countering non-reciprocal trading arrangements.

Department of Transportation (DOT)

DOT [directed](#) the Federal Railroad Administration (FRA) to initiate a review of the California High-Speed Rail Authority (CHSRA). The review is intended to help determine whether the proposed high-speed rail project between Merced and Bakersfield should continue to receive federal support.

Federal Highway Administration (FHWA)

FHWA [terminated](#) its approval of the pilot for New York's Central Business District Tolling Program (CBDTP). In a letter to New York Governor Kathy Hochul, DOT rescinded a November 21, 2024 agreement signed under FHWA's Value Pricing Pilot Program (VPPP) that implemented New York City's congestion pricing plan.

Build America Bureau

The Bureau [issued](#) its Rural and Tribal Assistance Pilot Program Notice of Funding Opportunity (NOFO), which makes \$27 million in awards available for planning and design phase activities for developing transportation projects in rural or tribal communities. Established under the Infrastructure Investment and Jobs Act, the pilot program supports the hiring of staff or expert firms to provide technical, legal, or financial assistance to advance transportation projects that would be reasonably expected to be eligible for select DOT discretionary grant or credit programs. The application portal opens on March 18, 2025.

PLATINUM | ADVISORS

March 3, 2025

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

New CTC Chair: The California Transportation Commission (CTC) has elected a new chair. Commissioner Darnell Grisby was elected chair of the CTC, succeeding long time CTC member Carl Gardino. Commissioner Grisby was appointed to the CTC in 2021 by Governor Newsom. He currently serves as Senior Fellow at the Beneficial State Foundation, where he leads programs that support economic mobility through transportation and financial justice. Previously he served nine years as Director of Policy Development and Research at the American Public Transportation Association (APTA).

CARB Fees: The Department of Finance posted the first round of proposed budget trailer bills. These proposals contain the statutory changes needed to implement budget proposals. While not mentioned in the Governor's budget summary, one surprise trailer bill proposal would authorize the California Air Resources Board (CARB) to impose fees on ANY entity regulated by the Board. The fees could be set at a rate to cover the Board's reasonable cost of implementing and enforcing CARB's programs, including administrative costs.

The language does not exempt public entities from this fee authority and could potentially result in fees being imposed on public transit operators to cover CARB's cost of administering the Innovative Clean Transit Rule, and other regulations. This fee proposal is subject to negotiations with the legislature and will not be well received by public and private entities regulated by CARB.

The LAO released its assessment of this proposal which urges the legislature to reject this proposal. The LAO does not believe that CARB has provided a compelling rationale for why it needs such a broad expansion in its authority to assess fees. In addition, the LAO finds that the proposal would delegate too much legislative control and authority to the administration. We will continue to monitor any developments with this proposal.

Transit Funding: On February 6th, the Senate Budget Committee held a hearing on “Transit in California.” The Committee heard testimony from three panels. The first panel included presentations from the LAO and the UC Institute of Transportation Studies regarding transit funding in California as compared to other states. The second panel included representatives from CalSTA and the California Transit Association who discussed the status of the SB 125 Transit Transformation Taskforce. The final panel included testimony from Julie Kirschbaum from SFMTA, Michael Turner from LAMTA, and Corey Aldridge with Santa Cruz Transit. The transit operators discussed their financial outlook and how they have used SB 125 funds.

This hearing is the start of discussions to provide additional transit funding through the state budget. The goal is to illustrate the importance of transit service in California and underscore that the state needs to do more to maintain transit service. In addition, Senator Jesse Arreguin is leading an effort to secure up to \$2 billion in this year’s budget to provide transit operators statewide assistance with operating and capital costs. This funding will be needed to push back the fiscal cliff facing Bay Area operators until a regional funding measure is placed on the ballot.

Legislation: The deadline to introduce legislation was February 21st. While bills authored by committees continue to be introduced, at the close of the deadline 2,495 bills had been introduced. However, 871 of these measures are considered “spot bills” that do not contain substantive changes. These spot bills must be amended by March 17th, which means there will be another round of new bills to review.

Our office will work with NVRTA staff to review all new measures and identify bills to bring to the Board for consideration. The following are new measures we are currently tracking.

- **Transit Funding:** Senator Scott Wiener and Senator Jesse Arreguin have introduced SB 63. This is a spot bill that includes intent language on placing a revenue measure on the ballot to fund Bay Area transit service.
- **CEQA Exemption:** Senator Wiener has introduced SB 71 which would repeal the sunset date on existing law that exempts certain transit, bicycle, and pedestrian projects from CEQA. In addition to making additional clarifying changes, SB 71 would add to the list of exemptions a transit comprehensive operational analysis, transit route readjustment, or other transit agency route addition, elimination, or modification. The bill defines a transit comprehensive plan to include a plan that redesigns or modifies a transit operator’s or local agency’s public transit service network, including the routing of fixed route and micro transit services.
- **Brown Act:** Four Brown Act bills have been introduced so far.
 - AB 259 (Rubio) would repeal the sunset date on existing provisions that allow for remote participation by members of a legislative body under limited circumstances.

- SB 239 (Arreguin) would allow certain types of advisory or subsidiary bodies to meet using remote/teleconference participation.
- AB 467 (Fong) would allow neighborhood councils to utilize remote participation.
- SB 707 (Durazo) is a comprehensive overhaul of the Brown Act as it relates to remote participation for legislative bodies, advisory bodies, neighborhood councils, among others. However, this bill would continue to require that a quorum be present at a single public location, as well as include other restrictions.

Transit Boards: AB 1070 (Ward) is an interesting yet concerning proposal. This proposal would require ALL transit governing board members to demonstrate that they use public transit in order to be compensated 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 users, and a seat represented by the labor organization representing the majority of employees. Both non-voting members would have two alternates each.

Transit Employee Assault: AB 394 (Wilson) is a measure sponsored by the California Transit Association. 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. In addition, AB 394 outlines a process whereby a person convicted of battery may be subject to a prohibition order for up to 18 months.

PLATINUM | ADVISORS

March 10, 2025

ATTACHMENT 3
 NVTB Board Item 11.4
 March 10, 2025

TABLE 1: BOARD ACTION ITEMS

	Subject	Status	Recommended Position
<p><u>AB 259</u> (Rubio, Blanca D) Open meetings: local agencies: teleconferences.</p>	<p>AB 259 would repeal the January 1, 2026, sunset date on existing authority allowing members of a legislative body to participate remotely if specific conditions are met.</p>	<p>ASSEMBLY LOC. GOV.</p>	<p>Watch</p>
<p><u>AB 394</u> (Wilson D) Crimes: public transportation providers.</p>	<p>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. In addition, AB 394 outlines a process whereby a person convicted of battery may be subject to a prohibition order for up to 18 months.</p>	<p>ASSEMBLY PUB. S.</p>	<p>Support</p>
<p><u>AB 697</u> (Wilson D) Protected species: authorized take: State Route 37 improvements.</p>	<p>AB 697 authorizes select State Route 37 corridor projects 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.</p>	<p>Assembly Desk</p>	<p>Support</p>
<p><u>AB 954</u> (Bennett D) State transportation improvement program: bicycle</p>	<p>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</p>	<p>Assembly Desk</p>	<p>Watch</p>

	Subject	Status	Recommended Position
highway pilot program.	areas. The bill would require the department, 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> (Rogers D) 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.	Assembly Desk	Watch
<u>AB 1070</u> (Ward D) Transit districts: governing boards: compensation: nonvoting members	This proposal would require ALL transit governing board members 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	Assembly Desk	Watch
<u>AB 1207</u> (Irwin D) Climate change: market-based compliance mechanism.	AB 1207 is a spot bill that will be used to advance the Assembly's proposal for extending the Cap & Trade auction program.	Assembly Desk	Watch
<u>AB 1268</u> (Macedo R) Motor Vehicle Fuel Tax Law: adjustment suspension.	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	Assembly Desk	Oppose

	Subject	Status	Recommended 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.		
AB 1340 (Wicks D) Metropolitan Transportation Commission: duties	AB 1340 is currently a spot bill. The intent of this bill is to formally establish the existing Regional Network Coordinating Council (RNCC) that was created by MTC in 2023, and place a representative of the RNCC on MTC's governing board.	Assembly Desk	Watch
SB 63 (Wiener D) San Francisco Bay area: local revenue measure: transportation funding.	This is a spot bill that includes intent language on placing a revenue measure on the ballot to fund Bay Area transit service.	Senate Rules	Watch
SB 71 (Wiener D) California Environmental Quality Act: exemptions: transit projects.	SB 71 would repeal the sunset date on existing law that exempts certain transit, bicycle, and pedestrian projects from CEQA. In addition to making additional clarifying changes, SB 71 would add to the list of exemptions a transit comprehensive operational analysis, transit route readjustment, or other transit agency route addition, elimination, or modification. The bill defines a transit comprehensive plan to include a plan that redesigns or modifies a transit operator's or local agency's public transit service network, including the routing of fixed route and micro transit services	SENATE E.Q.	Support
SB 239 (Arrequin D) Open meetings: teleconferencing: subsidiary body.	This bill would 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.	SENATE L. GOV.	Watch
SB 445 (Wiener D) Sustainable	SB 445 would establish a process to accelerate the permitting and construction of "sustainable transportation project," which	SENATE TRANS.	Watch

	Subject	Status	Recommended Position
Transportation Project Permits and Cooperative Agreements.	generally includes any transit, bike, or pedestrian project. In addition, for “large sustainable transportation projects,” the bill establishes a process and timeline for entering into a cooperative agreement. A large sustainable transportation project is a transit, bike or pedestrian project with a cost exceeding \$12 million.		
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. While other exemptions only apply to the state portion of the sales tax, this bill would also exempt the application of local Bradely-Burns sales tax and locally imposed sales taxes.	SENATE REV. & TAX	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 Rules	Support
SB 840 (Limón D) Greenhouse gases: market-based compliance mechanism.	SB 840 is the Senate spot bill that will be used to advance the Senate’s proposal on extending the Cap & Trade auction program.	Senate Rules	Watch



LORI D. WILSON
Assemblywoman, District 11

FACT SHEET

AB 697: State Route 37 and Protected Species (Wilson)

Summary

State Route (SR) 37 is a vital North Bay transportation corridor, connecting the residents of Solano, Napa, Sonoma and Marin counties. SR 37 is plagued with heavy congestion, bisects the ecologically rich San Pablo Baylands that are home to several animal species categorized as “fully protected species” under California law, and is vulnerable to the impacts of climate change. State, local and regional partners are coordinating on an integrated approach to address SR 37’s complex challenges – implementing near term mobility and ecological restoration improvements that address quality of life issues for North Bay residents, improve habitat and preserve accessibility while advancing a long-term vision of an elevated causeway that’s resilient to sea level rise past 2100.

AB 697 would enable SR 37 corridor improvements to advance in the most cost-effective and environmentally beneficial manner by permitting the projects under the California Endangered Species Act (CESA) process for authorized take of fully protected species (FPS).

Background

Resilient SR 37 Corridor Program

State Route (SR) 37 is a vital commute corridor, connecting the residents of the more comparably affordable Solano County to jobs in Napa, Sonoma and Marin counties. It is the northernmost east-west freight link in the state and is an important evacuation route in the case of wildfires or a catastrophic earthquake. SR 37 is plagued with heavy congestion and has no existing transit options. Idling vehicles not only contribute to the climate crisis and

poor air quality but threaten the sensitive habitat nearby.

The near-term Sears Point to Mare Island project pairs vehicle miles traveled-reducing mobility improvements – eliminating a 10-mile bottleneck by converting the existing road to a high occupancy vehicle (HOV) lane and adding a new tolled lane – with flood mitigation and improvements that support up to 1,200 acres of near-term habitat restoration. Long-term improvements identified in the State Route 37 Planning and Environmental Linkage Study preferred alternative would further support habitat restoration.

Resilient SR 37 Partnership

State, local and regional partners have been coordinating on addressing State Route 37’s complex challenges for a decade. In 2023, CalSTA, CNRA, CDFW, Caltrans, MTC and BCDC signed a Partnership Agreement committing to advance near and long-term SR 37 mobility, resilience, equity and ecological enhancements, including the near-term integrated mobility and restoration improvements from Sears Point to Mare Island.

Proceeding without the authority created by AB 697 would significantly delay delivery of the improved SR 37 corridor (work windows would shrink to an estimated 10 -12 weeks per year compared to 6 -7 months), drivers would face longer construction delays, and costs would increase substantially. From an ecological perspective, the short work windows would result in an increase the number and overall duration of project related disturbances to the fully protected species,



LORI D. WILSON
Assemblywoman, District 11

FACT SHEET

AB 697: State Route 37 and Protected Species (Wilson)

which would be expected to have a greater adverse impact on species and habitat. Further, without the conditions included in a permit, CDFW would have no regulatory authority to ensure impacts are fully mitigated; achieving the FPS avoidance standard may simply not be possible for certain portions of the restoration components of the project.

This Bill

Authorizes select State Route 37 corridor projects to be evaluated under CESA – which allows an incidental take permit so long as impacts to the species are fully mitigated, among other requirements – vs. the Fully Protected Species provisions of the California Fish and Game Code (which preceded CESA). 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.

Staff Contact

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Support

Solano Transportation Authority (Sponsor)
Sonoma County Transportation Authority
Napa Valley Transportation Authority
Bay Area Council
North Bay Leadership Council