

**AMENDMENT NO. 11
TO THE JOINT POWERS AGREEMENT
FOR THE
NAPA VALLEY TRANSPORTATION AUTHORITY**

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

**THIS AMENDMENT NO. 11 TO THE JOINT POWERS AGREEMENT OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (the "Agreement")** is entered into as
of the effective date determined under (4), below, by and between the COUNTY OF
NAPA, CITY OF AMERICAN CANYON, CITY OF NAPA, TOWN OF YOUNTVILLE, CITY
OF ST. HELENA, and CITY OF CALISTOGA ("Member Jurisdictions");

RECITALS

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

WHEREAS, the Member Jurisdictions desire to amend the Agreement to update
its provisions, including but not limited to changing the provisions regarding withdrawal of
Member Jurisdictions and termination of the Joint Powers Agreement in order to reflect
requirements for bonding, debt, financing and to better reflect the duties and purpose of
the agency:

TERMS

NOW, THEREFORE, THE MEMBER JURISDICTIONS agree as follows:

1. The foregoing Recitals are true and correct.
2. The terms of the Agreement are hereby amended to read in full as set forth
in Attachment "A", attached hereto and incorporated by reference herein.
3. By approving Amendment No. 11 and authorizing execution thereof, each
Member Jurisdiction hereby reconfirms its prior election to exempt Napa County from the
congestion management requirements of Chapter 2.6 of Division 1 of Title 7 of the
California Government Code as permitted by Government Code section 65088.3.

4. The provisions of the Joint Powers Agreement related to withdrawal of a Member Jurisdiction or termination of the Joint Powers Agreement are hereby amended as reflected in Exhibit A attached hereto.

5. Amendment No. 11 and the attached provisions of Attachment "A" shall become effective on the date the documents have been ratified by all of the Member Jurisdictions. This Amendment may be signed in counterparts by the parties hereto and shall be valid and binding as if fully executed all on one copy.

IN WITNESS WHEREOF, this Amendment No. 11 to the Joint Powers Agreement creating the Napa Valley Transportation Authority was executed by the Member Jurisdictions through their duly-authorized representatives as noted below:

COUNTY OF NAPA

By: 
BRAD WAGENKNECHT, Chair
Napa County Board of Supervisors

Date: 8/28/2018

ATTEST:
JOSE LUIS VALDEZ
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
JEFF BRAX
Acting Napa County Counsel

By: 

By: Thomas S. Capriola

APPROVED 8/28/2018

NAPA COUNTY BOARD OF SUPERVISORS

CLERK OF THE BOARD

By: , Deputy

CITY OF AMERICAN CANYON

By: _____
LEON GARCIA, Mayor

Date: _____

ATTEST:
SUELLEN JOHNSTON
American Canyon City Clerk

APPROVED AS TO FORM:
WILLIAM ROSS
American Canyon City Attorney

By: _____

By: _____

4. The provisions of the Joint Powers Agreement related to withdrawal of a Member Jurisdiction or termination of the Joint Powers Agreement are hereby amended as reflected in Exhibit A attached hereto.

5. Amendment No. 11 and the attached provisions of Attachment "A" shall become effective on the date the documents have been ratified by all of the Member Jurisdictions. This Amendment may be signed in counterparts by the parties hereto and shall be valid and binding as if fully executed all on one copy.

IN WITNESS WHEREOF, this Amendment No. 11 to the Joint Powers Agreement creating the Napa Valley Transportation Authority was executed by the Member Jurisdictions through their duly-authorized representatives as noted below:

COUNTY OF NAPA

By: _____
BRAD WAGENKNECHT, Chair
Napa County Board of Supervisors

Date: _____

ATTEST:
JOSE LOUIE VALDEZ
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
JEFFREY BRAX
Acting Napa County Counsel

By: _____

By: _____

CITY OF AMERICAN CANYON

By: Leon Garcia
LEON GARCIA, Mayor

Date: 10/05/2018

ATTEST:
SUELLEN JOHNSTON
American Canyon City Clerk

APPROVED AS TO FORM:
WILLIAM ROSS
American Canyon City Attorney

By: Suellen Johnston

By: William Ross

CITY OF NAPA

By: Jill Techel
JILL TECHEL, Mayor

Date: 8/13/18

ATTEST:
DOROTHY ROBERTS
Napa City Clerk

By: Dorothy Roberts

APPROVED AS TO FORM:
MICHAEL BARRETT
Napa City Attorney

By: Michael Barrett

TOWN OF YOUNTVILLE

By: _____
JOHN F. DUNBAR, Mayor

Date: _____

ATTEST:
MICHELLE DAHME
Yountville Town Clerk

By: _____

APPROVED AS TO FORM:
MICHAEL COBDEN
Yountville Town Attorney

By: _____

CITY OF ST. HELENA

By: _____
ALAN GALBRAITH, Mayor

Date: _____

ATTEST:
CINDY TZAFPOPOULOS
St. Helena City Clerk

By: _____

APPROVED AS TO FORM:
THOMAS B. BROWN
St. Helena City Attorney

By: _____

CITY OF NAPA

By: _____
JILL TECHEL, Mayor

Date: _____

ATTEST:
DOROTHY ROBERTS
Napa City Clerk

APPROVED AS TO FORM:
MICHAEL BARRETT
Napa City Attorney

By: _____

By: _____

TOWN OF YOUNTVILLE

By: 
JOHN F. DUNBAR, Mayor

Date: 8-16-18

ATTEST:
MICHELLE DAHME
Yountville Town Clerk

APPROVED AS TO FORM:
GARY BELL
Yountville Town Attorney

By: 

By: _____

CITY OF ST. HELENA

By: _____
ALAN GALBRAITH, Mayor

Date: _____

ATTEST:
CINDY TZAFPOULOS
St. Helena City Clerk

APPROVED AS TO FORM:
THOMAS B. BROWN
St. Helena City Attorney

By: _____

By: _____

CITY OF NAPA

By: _____
JILL TECHEL, Mayor

Date: _____

ATTEST:
DOROTHY ROBERTS
Napa City Clerk

APPROVED AS TO FORM:
MICHAEL BARRETT
Napa City Attorney

By: _____

By: _____

TOWN OF YOUNTVILLE

By: _____
JOHN F. DUNBAR, Mayor

Date: _____

ATTEST:
MICHELLE DAHME
Yountville Town Clerk

APPROVED AS TO FORM:
MICHAEL COBDEN
Yountville Town Attorney

By: _____

By: _____

CITY OF ST. HELENA

By: Alan Galbraith
ALAN GALBRAITH, Mayor

Date: 8-14-18

ATTEST:
CINDY TZAFPOULOS
St. Helena City Clerk

APPROVED AS TO FORM:
THOMAS B. BROWN
St. Helena City Attorney

By: Cindy Zafopoulos

By: Thomas B. Brown

CITY OF CALISTOGA

By: 

CHRIS CANNING, Mayor

Date: 7/25/18

ATTEST:

KATHY FLAMSON
Calistoga City Clerk

APPROVED AS TO FORM:

MICHELLE KENYON
Calistoga City Attorney

By: 

By: 

ATTACHMENT "A"

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

SECTION 1. FORMATION

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

SECTION 2. PURPOSE

- 2.1 General.** NVTa is formed to serve as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County, and as an advisory body for countywide deliberations on land-use, demographics, economic development, community development, and environmental issues, which purposes shall include conducting in a coordinated and more simplified way countywide:
- (a) Transportation policy development and planning activities, including those relating to transit on both a short-term and long-term basis and within an intermodal policy framework; improving transit services; providing coordinated and more competitive input to the region's transportation planning and funding programs; and performing such other transportation related duties and responsibilities as the Member Jurisdictions may delegate to NVTa by this Agreement or amendment thereto; and
 - (b) Advisory deliberations on land-use, demographics, economic development, community development, and environmental issues. Any such deliberations may result in advisory recommendations only, and such recommendations shall not be binding on any Member Jurisdiction.
- 2.2 Chapter 2.6 Compliance Not Included in Purpose.** It is the intention of the Member Jurisdictions in executing the Agreement to exempt Napa County and the Member Jurisdictions from the requirements of Chapter 2.6 of Division 1 of Title 7 (commencing with Government Code section 65088) pertaining to congestion management planning, as permitted by Government Code section 65088.3. For

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

- 2.3 Abandoned Vehicle Abatement Authority.** The name of NVTA shall supersede and replace CMA and NCTPA as the service authority for the abatement of abandoned vehicles (AVAA) for Napa County and the Member Jurisdictions pursuant to Vehicle Code section 9250 et seq. and 22710 seq. All resolutions, authorizations, funds, imposition of service fees, and responsibilities of the CMA or NCTPA in its capacity as the service authority shall be deemed to be ratified and assumed by and remain thereafter as the resolutions, authorizations, funds, imposition of service fees, and responsibilities of NVTA as AVAA on and after the effective date of Amendment No. 4 of the Agreement until such time as modified or terminated by the NVTA Board.
- 2.4 Preparation of County Transportation Plan.** The purposes of NVTA shall include delegation by the County of Napa to NVTA of the County's authority under Government Code section 66531 to prepare and submit to the Metropolitan Transportation Commission (MTC) a county transportation plan for the incorporated and unincorporated territory of Napa County which shall include consideration of the planning factors included in Section 134 of the federal Intermodal Surface Transportation Efficiency Act of 1991, as such may be amended from time to time.
- 2.5 Exercise of Common and Additional Powers.** The purposes of NVTA shall include establishment of NVTA as an independent joint powers entity to enable the Member Jurisdictions not only to exercise jointly the common powers of the Member Jurisdictions set forth in Section 2.1 but also to exercise such additional powers as are conferred by Section 5 of this Agreement or by the Government Code upon all joint powers agencies.

SECTION 3. ASSUMPTION OF CMA AND NCTPA CONTRACTS

- 3.1 Assumption of CMA and NCTPA Contracts.** All contracts entered into by the agency in the name of CMA or in the name of NCTPA, which are in effect as of the effective date of Amendment No. 10 of this Agreement, shall be assigned to and assumed in the name of NVTA on and after that date and all references therein to "CMA," "Congestion Management Agency," "Napa County Congestion Management Agency," "NCTPA," or "Napa County Transportation and Planning Authority" shall be deemed to refer to NVTA.
- 3.2 Delegation of Contract Responsibilities of CMA Manager or NCTPA Manager.** All references in any CMA or NCTPA contracts assumed by NVTA under Section 3.1 delegating contract responsibilities to the CMA Manager or to the NCTPA Manager shall be deemed to refer, on and after the effective dates respectively of Amendment No. 4 of the Agreement and Amendment No. 10 of the Agreement, to the Executive Director of NVTA.

SECTION 4. ORGANIZATION

- 4.1 **Composition.** NVTA shall be composed of the Member Jurisdictions, to-wit: the County of Napa, the Cities of American Canyon, Napa, St. Helena, and Calistoga, and the Town of Yountville.
- 4.2 **Principal Office.** The principal office of NVTA shall be established by resolution of the NVTA Board.
- 4.3 **Governing Board.** The powers of NVTA shall be vested in its governing board (hereinafter referred to as "NVTA Board").

4.3.1 **Appointment, Replacement and Voting Power of NVTA Board Members ("Members").**

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

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

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

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

<u>Appointing Entity</u>	<u>Number of Members</u>
City of American Canyon	2
City of Calistoga	2
City of Napa	2
City of St. Helena	2
Town of Yountville	2
County of Napa	2
NVTB Board (nominated by Paratransit Coordinating Council)	1

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

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

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

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

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

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

4.4 Advisory Committees.

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

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

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

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

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

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

SECTION 5. POWERS

5.1 General. NVTB shall have all powers necessary to carry out the purpose of this Agreement. Such powers shall be subject only to the limitations set forth in this Agreement, applicable laws and regulations, and such restrictions upon the manner of exercising such powers as are imposed by law upon the County of Napa in the exercise of similar powers except where specifically authorized otherwise by the Joint Exercise of Powers Act, Government Code section 6500 et seq.

5.2 Approved Powers. The powers of NVTB specifically include but are not limited to the following:

- (a) To sue and be sued in its own name;
- (b) To incur debts, liabilities and obligations;
- (c) To employ agents, employees and to contract with third parties for goods and services, including but not limited to the services of engineers, planners, attorneys, accountants, fiscal agents (including auditors, controllers, and treasurers), and providers of transit services;
- (d) To acquire, improve, hold, lease and dispose of real and personal property of all types;
- (e) To undertake the acquisition of real property through the exercise of eminent domain in furtherance of transportation and transit related projects in accordance with State and Federal laws;
- (f) To enact an ordinance for the purpose of adopting the California Uniform Construction Cost Accounting Act procedures and establishing an alternative method of procuring small construction contracts pursuant to California Public Contracts Code sections 22000, et seq, as amended from time to time.
- (g) To make and enter into any contracts with any of the Member Jurisdictions for goods, services, equipment, or real property;

- (h) To assume contracts made by any Member Jurisdiction or made pursuant to joint powers agreement between any of the Member Jurisdictions;
- (i) To apply for and accept grants, donations, advances and contributions;
- (j) To make plans and conduct studies;
- (k) To coordinate efforts with local, regional, state and federal agencies having jurisdiction over matters pertaining to transportation (including roads) and transit;
- (l) To engage in all activities necessary for NVTa to act as the Abandoned Vehicle Abatement Authority for Napa County;
- (m) To operate, directly or by contract with any person or entity including any Member Jurisdiction, any transit and paratransit services within Napa County in whole or in part and, if so, to submit any corresponding claims for funds or reimbursement under the Transportation Development Act (TDA), Section 29530 et seq. of the Government Code, as such may be amended from time to time;
- (n) To act as the overall program manager within Napa County for the purpose of receiving and reallocating the county's proportionate share of vehicle registration fees collected by the Bay Area Air Quality Management District (BAAQMD) under AB 434 (Chapter 807, Statutes of 1991, set forth in Health and Safety Code section 44241 et seq.);
- (o) To act as, exercise the powers conferred upon, and fulfill the responsibilities of the Consolidated Transportation Service Agency (CTSA) for Napa County as that term is defined in Public Utilities Code section 99204.5 as amended from time to time, if and when appointed as CTSA by the MTC, such appointment being deemed to supersede the appointment of the County of Napa as CTSA;
- (p) To invest any funds in the treasury of NVTa that are not required for the immediate necessities of NVTa in such manner as the NVTa Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601, except where otherwise restricted for particular funds by conditions imposed by the person or agency which is the source of those funds;
- (q) To apply for, expend and allocate all funds related to Transportation Development Act Article Three purposes, as set forth in Public Utilities Code section 99234, *et seq.*, as amended from time to time.
- (r) To act as a countywide advisory deliberative body on issues of land-use, demographics, economic development, community development, and environmental issues. Any such deliberations may result in advisory recommendations only, and such recommendations shall not be binding on any Member Jurisdiction.

SECTION 6. PERSONNEL AND ADMINISTRATION

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

6.2 Executive Director.

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

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

6.3 Treasurer.

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

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

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

6.4 Auditor-Controller.

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

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

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

SECTION 7. DUTIES AND RESPONSIBILITIES

7.1 Limitations. The authority of NVTA shall be limited to those powers enumerated in Section 5 or as otherwise provided for herein.

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

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

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

- 7.4 Countywide Transportation Plans.** NVTa shall develop, adopt, implement, update as necessary, and submit to MTC a county transportation plan under Government Code section 66531 for the incorporated and unincorporated territory of Napa County which shall include consideration of the planning factors included in Section 134 of the federal Intermodal Surface Transportation Efficiency Act of 1991, as such may be amended from time to time.
- 7.5 Submission of Funding Applications and Claims.** NVTa may submit applications and funding claims for transportation related purposes to local government, MTC, the State of California, the Federal Government and other entities supporting transportation.
- 7.6 Intermodal Policies and Programs.** NVTa may consider and adopt policies and programs for all modes of transportation including but not limited to, transit, paratransit, streets and roads, bicycle and pedestrian facilities, airports, marinas, harbors, and railroads.
- 7.7 Transportation Development Act (TDA) Claims for Transit and Paratransit Services.** If NVTa operates directly or by contract with any person or entity including any Member Jurisdiction the operation of any transit and paratransit services within Napa County in whole or in part, NVTa shall be deemed authorized by this Agreement to submit any corresponding claims for funds or reimbursement under the Transportation Development Act (TDA), Section 29530 et seq. of the Government Code, as such may be amended from time to time.
- 7.8 Consolidated Transit Services Agency.** If, in the future and with the consent of all of the Member Jurisdictions and MTC, NVTa is appointed in place of the Napa County Board of Supervisors as the consolidated transportation service agency (CTSA) for Napa County as that term is defined in Public Utilities Code section 99204.5, as such may be amended from time to time, then and only then may NVTa make claims pursuant to the procedure set forth in Article 7 of Chapter 3 of Title 21 of the California Code of Regulations, commencing with 6680.
- 7.9 Overall Program Manager (AB 434).** NVTa shall act as the overall program manager within Napa County for the purpose of receiving and reallocating the county's proportionate share of vehicle registration fees collected by the Bay Area Air Quality Management District (BAAQMD) under AB 434 (Chapter 807, Statutes of 1991, set forth in Health and Safety Code section 44241 et seq.).

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

7.11 Other Duties and Responsibilities. NVTA shall carry out such other duties and responsibilities as the Member Jurisdictions, by unanimous approval expressed through amendment of this Agreement or resolutions of their respective governing boards, may delegate to NVTA.

SECTION 8. FINANCE

8.1 Fiscal Year. The fiscal year for NVTA shall begin on July 1 and end on June 30.

8.2 Budget. A budget for NVTA shall be adopted by the NVTA Board for each fiscal year prior to June 30 of the preceding fiscal year. The budget shall include sufficient detail to constitute an operating guideline. It shall also include the anticipated sources of funds and the anticipated expenditures to be made for the operations of NVTA. Approval of the budget by the NVTA Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand as determined by the NVTA Auditor-Controller and subject to the constraints imposed upon general law counties pertaining to execution of contracts by purchasing agents. Nothing in this Section 8.2 shall be construed to limit the power of the NVTA Board to modify the budget in whatever manner it deems appropriate and to instruct the Executive Director accordingly.

8.3 Revenues.

8.3.1 General. Unless otherwise agreed by the Member Jurisdictions by amendment of this Agreement, the total expenditures in the annual planning budget shall be paid for with revenues derived from funds paid directly to NVTA by persons or entities, public or private, other than the Member Jurisdictions and from contributions from the Member Jurisdictions (in money or, upon approval by the NVTA Board, in kind) based on the relative populations of the Member Jurisdictions. In determining said population ratios the latest population statistics by the State Department of Finance shall be used.

8.3.2 Approval Required for Member Jurisdiction Contributions.

Notwithstanding the foregoing, no Member Jurisdiction shall be required to expend any of its general fund monies to support the operations of NVTa in any fiscal year unless such expenditure has been first approved by the legislative body of the Member Jurisdiction.

8.3.3 Transportation Funds.

In order to carry out the transportation duties and responsibilities of this Agreement, NVTa shall be empowered to claim all TDA funds under Articles 4, 4.5 and/or 8 of Chapter 4 of the Public Utilities Code apportioned within Napa County by the Metropolitan Transportation Commission. All TDA funds will be used for purposes allowed under TDA regulations with the exception of those funds for streets and roads, Section 99400(a) of the Public Utilities Code. All TDA funds claimed by NVTa shall be used at the sole discretion of the NVTa Board of Directors only for transportation, transit, paratransit services and capital improvements. TDA funds apportioned or allocated under Section 99233.3 are not subject to this agreement. Member Jurisdictions endorse a single apportionment by MTC under Sections 99233.8 and 99233.9 of the Public Utilities Code to the NVTa on behalf of the jurisdictions of Napa County. If apportionment under Sections 99233.8 and 99233.9 of the Public Utilities Code are made to any Member Jurisdiction the NVTa is authorized to claim all such apportionments for transit purposes without further action by the Member Jurisdiction. Funds available pursuant to Section 99313.6, excluding funds apportioned or allocated under Section 99314.3, shall be claimed solely by the NVTa for transit purposes. No Member Jurisdiction shall claim funds apportioned or allocated under Section 99313.6, excluding funds apportioned or allocated under Section 99314.3.

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

8.4 Accountability.

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

8.4.2 Limitation on Expenditures. NVTa may not obligate itself beyond the monies due to NVTa under this Agreement plus any monies on hand or irrevocably pledged to its support from other sources.

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

8.5 Debts, Liabilities and Obligations.

8.5.1 General.

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

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

8.5.2 Liability.

(a) Primary Liability. If liability is imposed upon NVTA by a court of competent jurisdiction by reason of negligent or willful acts or omissions of NVTA or any of its officers, employees, agents, volunteers, or contractors, any resulting monetary judgment against NVTA shall be paid first from the discretionary funds of NVTA or, if the liability arose from the actions of a contractor, contribution shall be sought from the contractor.

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

(c) **Contribution by Member Jurisdictions.** If NVTA funds or insurance coverage are insufficient, or if any Member Jurisdiction is sued and found liable for a negligent or willful act or omission of NVTA or any of its officers, employees, agents, volunteers, or contractors and NVTA funds or contractor contribution are insufficient to pay the judgment or to reimburse the sued Member Jurisdiction for paying the judgment, the Member Jurisdictions shall be responsible for the liability for purposes of contribution under Government Code section 895.4 in proportion to the voting power of each Member Jurisdiction on the NVTA Board.

SECTION 9. RULES OF CONDUCT

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

SECTION 10. NOTICES

- 10.1 **Method.** All notices which any Member Jurisdiction or NVTA may wish to give in connection with this Agreement shall be in writing and served by personal delivery during business hours at the principal office of the Member Jurisdiction or NVTA to an officer or person apparently in charge of that office, or by deposit in the United States mail, postage prepaid, and addressed to the Member Jurisdiction or NVTA at its principal office or to such other address as the Member Jurisdiction or NVTA may designate from time to time by written notice to NVTA and each of the parties. Service of notice shall be deemed complete on the day of personal delivery (or 24 hours after such delivery for notice of special meetings) or three (3) days after mailing if deposited in the United States mail.

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

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

SECTION 11. ASSIGNMENT, WITHDRAWAL AND TERMINATION

- 11.1 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Member Jurisdictions, except that no Member Jurisdiction shall assign any of its rights under this Agreement except to a duly-formed public entity organized and existing under the laws of the State of California and then only when approved by amendment of this Agreement.
- 11.2 **Withdrawal.** A Member Jurisdiction may withdraw from NVTa without the consent of the other Member Jurisdictions by giving no less than ninety (90) days prior written notice to the NVTa Board. A Member Jurisdiction may withdraw from NVTa at any time with the written consent of all of the other Member Jurisdictions

contained in an amendment of this Agreement. A Member Jurisdiction electing to withdraw prior to termination of the Agreement pursuant to Section 11.3 shall not be entitled to share in the distribution of assets provided for in Section 11.3. This provision shall not be effective and no Member Jurisdiction may withdraw from NVTa until all bonds or other instruments of indebtedness issued or entered into by NVTa, if any, have been paid in full.

11.3 Termination. The Agreement shall continue in effect until terminated. The Agreement may be terminated at any time and NVTa dissolved with the written consent of the majority of the then-existing Member Jurisdictions representing a majority of the votes on the NVTa Board. Such consent shall be expressed in duly-authorized resolutions of the Member Jurisdictions. This provision shall not be effective so long as any bonds or other indebtedness of NVTa are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds or other indebtedness and the documentation relating thereto.

11.4 Disposition of Assets. In the event of termination of the Agreement and dissolution of NVTa, any remaining assets of NVTa shall be sold or, if sale is prohibited under the terms of original acquisition, returned to or otherwise disposed of at the direction of the party or persons from whom they were obtained. After all liabilities, encumbrances and liens have been paid, the proceeds of such sales shall be allocated proportionately to the Member Jurisdictions based upon their respective populations as determined by the latest California State Department of Finance population figures. Notwithstanding the foregoing, in accordance with Government Code section 6512, any funds remaining at the time of termination which were contributed by the Member Jurisdictions shall be returned to the Member Jurisdictions in proportion to the contributions made.

SECTION 12. AMENDMENTS

12.1 Method of Amendment. Amendments to this Agreement shall be made only with the written consent of all then-existing Member Jurisdictions without regard to voting power on the NVTa Board. So long as any bonds or other indebtedness of NVTa are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds or other indebtedness and the documentation relating thereto, this Joint Powers Agreement shall not be amended, modified or otherwise revised, changed or rescinded, unless the NVTa and Member Jurisdictions have first complied with (i) the procedures required to amend any indenture for existing Bonds, or (ii) the terms of other indebtedness, as applicable.

SECTION 13. WAIVER

13.1 Limitation. Waiver by any Member Jurisdiction of breach of any provision of this Agreement shall not constitute a waiver of any other breach of such provision or

of any other provision of this Agreement, nor shall failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 14. SEVERABILITY

- 14.1 **General.** Should any part, term or provision of this Agreement be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any State or federal law or regulation or any applicable local ordinance or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms and provisions shall not be affected.

SECTION 15. SECTION HEADINGS

- 15.1 **Effect.** All section numbers and headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 16. APPLICABLE LAW AND VENUE

- 16.1 **Applicable Law.** The rights, obligations, duties and liabilities of NVTa and of the Member Jurisdictions under this Agreement shall be interpreted in accordance with and governed by the law of the State of California.
- 16.2 **Venue for Disputes.** Venue for any action filed by any Member Jurisdiction under state law to enforce this Agreement or any provision thereof shall be in the courts of Napa County. Venue for any action filed by any Member Jurisdiction under federal law or as a federal action shall be in the federal courts for the Northern District of California.

SECTION 17. NO RIGHTS CREATED IN THIRD PARTIES

- 17.1 **No Rights for Third Parties.** The parties to this Agreement hereby expressly agree that it is not the intent of the parties to create, and this Agreement shall not be deemed or construed to create any third party beneficiaries or otherwise inure to the benefit of any third parties.

SECTION 18. ENTIRE AGREEMENT

- 18.1 **Integrated Agreement.** The terms and provisions of this Agreement constitute the full and entire agreement between the Member Jurisdictions with respect to the matters covered herein. This Agreement supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Member Jurisdictions with respect to such subject matter, including any prior agreement or amendment thereto relating to the CMA.