

RESOLUTION NO. 2018- 055

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NAPA VALLEY TRANSPORTATION AUTHORITY CONTINUING THE CITY'S FINANCIAL CONTRIBUTION TO THE OPERATION OF THE CALISTOGA SHUTTLE

Authorizing Agreement No. 18-35

WHEREAS, the Napa Valley Transportation Authority (NVTA) operates the Calistoga Shuttle to provide local transportation for a fee; and

WHEREAS, the Napa Valley Transportation Authority has services and schedules within the City of Calistoga; and

WHEREAS, the provision of an on-demand transportation service in Calistoga will be beneficial to its residents and visitors; and

WHEREAS, the City of Calistoga agrees to pay NVTA \$10,000 per year toward this service for a three-year time period; and

WHEREAS, the City of Calistoga agrees to pay NVTA \$5,000 per year toward future vehicle and equipment replacement needs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Calistoga hereby authorizes the City Manager to execute the Memorandum of Understanding with the Napa County Transportation and Planning Agency continuing the City's annual \$10,000 contribution for the operation of the Calistoga Shuttle, providing an annual \$5,000 contribution for future vehicle and equipment replacement needs and as set forth in Exhibit A to this resolution through June 30, 202.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Calistoga at a regular meeting held this **6th day of June, 2018** by the following vote:

AYES: Vice Mayor Dunsford, Councilmembers Barnes, Lopez-Ortega and Kraus and Mayor Canning
NOES: None
ABSTAIN: None
ABSENT: None



CHRIS CANNING, Mayor

ATTEST:


KATHY FLAMSON, City Clerk



AGREEMENT NO. 18-35

between

NAPA VALLEY TRANSPORTATION AUTHORITY (“NVTA”)

and

CITY OF CALISTOGA (Agreement No. 774)

This **AGREEMENT** (herein after referred to as “Agreement”) is made and entered into as of this 6th day of June, 2018 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as “NVTA”), and the City of Calistoga, whose mailing address is 1232 Washington Street, CA 94515 (hereinafter referred to as “CITY”, and collectively referred to as the “Parties”);

RECITALS

WHEREAS, NVTA, through a prior agreement, as amended, with the CITY, has been providing transit services for the City of Calistoga, California;

WHEREAS, the prior agreement, as amended, is scheduled to terminate June 30, 2018; and

WHEREAS, the parties desire to enter into a new Agreement to allow NVTA to provide CITY with the services as set forth in this Agreement, effective July 1, 2018 (“Effective Date”).

TERMS

NOW, THEREFORE, the parties do hereby agree as follows:

1. Responsibilities' of the Parties

- A. NVTA shall provide a fiscal year budget to the CITY by the end of June of each year. Budgets can also be located at www.nvta.ca.gov/budgets. From the commencement of service hours in fiscal year 2018-19, the CITY shall pay \$10,000, prorated over four quarterly payments.
- B. NVTA will invoice the CITY each quarter. The CITY will pay each invoice within 60 days.
- C. NVTA is establishing a local contribution capital fund to help cover the cost of new shuttles. The CITY shall contribute \$5,000 annually beginning on July 1, 2018, to NVTA to serve as local matching funds when NVTA purchases new vehicles. The

type and size of the replacement vehicle will be determined by NVTA and CITY staff. The new vehicle will adhere to NVTA's new Vine branding. The fourth quarter shall include the capital contribution of \$5,000.

- D. NVTA shall manage and operate the transit services to serve the general public of the City of Calistoga by providing service hours on days and hours most responsive to public benefit and demand. There will be no service on New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day, unless by special arrangement at least 30 days in advance charged to the CITY separately at NVTA's usual and customary rates for such service.
- E. NVTA will provide the operation, management, marketing activities, and materials, bus stop maintenance, funding, administration and monthly reporting of rides provided for the service. Marketing activities will include pamphlets and schedules delivered to City Hall. Monthly ridership reports will be sent to the City Manager. NVTA assigns the operation of transit services to a third party.

NVTA will provide facilities, vehicles, equipment, maintenance, materials and supplies necessary to accomplish obligations under this Agreement, except as may otherwise be expressly provided for herein after.

- F. NVTA shall operate service as a demand responsive, door-to-door service during service hours within the designated service area as shown in EXHIBIT A. NVTA shall respond to call-in trip requests on a first call-first serve basis. Trips will be grouped for efficiency, and advance reservations beyond the same day will not be accepted. NVTA also operates an automated dispatch system that gives customers the ability to make reservations via an App or Web. The goal of the automated dispatch system is to improve customer service by increasing the predictability of demand-response service.

2. Term of the Agreement

This Agreement will become effective upon the Effective Date and **will be effective until June 30 2021 with two (2) automatic one-year (1) renewals through 2023** , unless amended, extended, or terminated pursuant to the terms of this Agreement.

3. Indemnity

Each party hereto shall indemnify, defend, and hold harmless the other party, its elected or appointed governing body, officers, agents, representatives, and employees from and against any and all actions, claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees and costs arising out of, or resulting from, any act or omission of the indemnifying party in the

performance of this Agreement. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

4. Termination

This Agreement may be terminated as follows:

- A. By mutual agreement of the NVTA and CITY upon such terms and conditions as may be agreed upon.
- B. By either party at any time, without cause, by delivering written notice to the other party at least 90 days in advance of the proposed date of termination.
- C. If the Agreement is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements, and the parties will comply with all such arrangements. Payments, if any, will be made pursuant to Section 1A, 1B, and 1C of this Agreement and the City will pay the invoice or receive a credit for services rendered through the termination date. This provision shall survive the termination of this Agreement.

5. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

6. Applicable Law

The laws of the United States and the State of California will govern this Agreement.

7. Modifications

No changes, amendments, or alterations to this Agreement will be effective unless in writing and signed by the parties.

8. Insurance

NVTA shall maintain a policy or policies of insurance, with a solvent and responsible company authorized to do business in the State of California, insuring NVTA against loss by reason of injury or damage that may result to persons or property from operations or construction of such transportation service or any other cause connected with the service provided under the term of this Agreement. Said policy shall be a minimum of one million dollars (\$1,000,000) aggregate, including appropriate general liability and auto liability. Said policy shall name CITY as

additional insured and shall provide 30 days prior notice to CITY of the cancellation of any policy during the effective period of this agreement. NVTA shall provide CITY with a copy of the Certificate of Insurance with the additional insured endorsement.

9. Notices

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. 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. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Paragraph.

To NVTA: Executive Director
Napa Valley Transportation
Authority
625 Burnell Street
Napa, CA 94559

To CITY: City Manager
City of Calistoga
1232 Washington Street
Calistoga, CA 94515

10. Access to Records / Retention

NVTA and CITY shall have access to any books, documents, papers and records of each other, 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, NVTA and CITY shall maintain all required records for at least five (5) years after all pending matters are closed.

11. 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.

12. Adjustments to Service

Subject to the mutual agreement of the parties, the transit service may be adjusted throughout the term of this contract to better service the needs of passengers. NVTA or CITY may recommend a change or modification of service criteria. Modifications may include, but are not limited to, adding or deleting service areas; changing service types; modifying or eliminating time points; increasing, decreasing or changing operating hours; and expanding or decreasing vehicle service hours and/or days. . In all cases, the NVTA Executive Director and City Manager or designee will agree to

said changes in writing prior to (a) approval by the NVTA Board, and (b) implementation of the adjustment to Service.

13. License and Permits

NVTA, or its subcontractor, will procure at its expense all licenses and permits as required by federal, state or local laws, rules and regulations for the performance of its obligations under this Agreement, and will comply will all applicable laws, rules or regulations in performing its obligations hereunder.

IN WITNESS WHEREOF, NVTA and City Calistoga have executed this Agreement on the day of June, 2018.

“NVTA”

NVTA, a joint powers authority organized under the laws of the State of California

By  _____
Kate Miller, Executive Director


"CITY"

City of Calistoga

By  _____
Dylan Feik, City Manager

ATTEST:

 _____
Kathy Flanson, CITY CLERK

Approved as to Form:
By  _____
Michelle Kenyon, City Attorney

Approved as to Form:

By  _____
Vicki A. Clayton, NVTA General Counsel

EXHIBIT A

