



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Danielle Schmitz, Executive Director  
**REPORT BY:** Antonio Onorato, Director of Administration, Finance and Policy  
(707) 259-8779 / Email: [anonorato@nvta.ca.gov](mailto:anonorato@nvta.ca.gov)  
**SUBJECT:** Agreement No. 26-C08 with Sloan Sakai Yueng & Wong LLP for  
General Counsel and Professional Legal Advisory Services

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and allow for minor modifications to Agreement No 26-C08 (Attachment 1) with Sloan Sakai Yueng & Wong LLP (Sloan Sakai) for General Counsel and Professional Legal Advisory Services for an amount not to exceed \$356,850 over a five-year period.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

NVTA has contracted with Sloan Sakai as legal counsel since 2018 with the current contract ending in July 2026. NVTA staff released request for proposals on May 8, 2026. Four proposals were received and reviewed by a committee made up of NVTA executive staff and the Chair and Vice Chair of the NVTA Board. The review committee determined that Sloan Sakai was the most qualified, responsive firm.

### **FISCAL IMPACT**

Yes, for an amount up to \$356,850 over five years. However, the cost incurred will be based on actual services rendered. Transportation Development Act funds will be used to pay for the legal services incurred.

**CEQA REQUIREMENTS**

**ENVIRONMENTAL DETERMINATION:** The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

**BACKGROUND**

On May 28, 2026, NVTA released a request for proposals for legal services. Four proposals were received:

- Sloan Sakai Yueng & Wong LLP
- Aleshire & Wynder LLP
- Hanson Bridgett
- White Brenner

In accordance with the RFP, all proposals were evaluated based on the following criteria: (1) Understanding of Work to be Done – 30 points, (2) Firm Experience with Public Entities – 30 points, (3) Qualifications of the Proposer and Project Staffing– 25 points, (4) Cost/ Rate Value – 15 points.

A selection committee composed of two Board Members, the Executive Director, and the Director of Administration and Finance evaluated the proposals. A firm can receive up to 100 points per evaluator or 400 points total. This is how the firms were ranked by combined scores:

<b>Firm</b>	<b>Total Points</b>	<b>Rank</b>
Sloan Sakai	366	1 <sup>st</sup>
Hanson Bridgett	335	2 <sup>nd</sup>
Aleshire & Wydner	294	3 <sup>rd</sup>
White Brenner	280	4 <sup>th</sup>

Since Sloan Sakai ranked first for all the evaluators, the selection committee determined interviews were not needed. The committee was unanimous that it recommends to the NVTA Board award a five-year contract with its existing legal counsel, Sloan Sakai, in an amount of \$356,860. Sloan Sakai’s hourly rates are consistent with existing services.

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## **ALTERNATIVES**

Without an agreement, the current contract would lapse and NVTA would not have any legal representation.

If the Board does not approve award of contract to Sloan Sakai, the Board has the option to 1) Reject the contract and direct staff to issue a new request for proposals; or 2) Negotiate with other firms for legal services. However, NVTA would see a lapse in legal representation which would put the agency at risk if legal issues arose.

## **STRATEGIC GOALS MET BY THIS PROPOSAL**

Goal 1: Use taxpayer dollars efficiently.

Legal counsel ensures that NVTA contracts and agreements meet the standards of general contracting practices, and federal and state guidelines.

## **ATTACHMENTS**

(1) NVTA Agreement No. 26-C08



**NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)**

**AGREEMENT NO. 26-C08**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of June, 2026, 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 Sloan Sakai Yeung & Wong LLP, whose mailing address is 555 Capitol Mall, Suite 600, Sacramento, CA 95814, hereinafter referred to as “CONSULTANT”;

**RECITALS**

**WHEREAS**, NVTA wishes to obtain specialized services to perform professional legal services and act as General Counsel to NVTA and NVTA-TA, and their respective operations, inclusive of Napa Vine and VineGo public transit services; and

**WHEREAS**, NVTA has authorized the NVTA Executive Director to enter an agreement for services at its June 17, 2026 meeting; and

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

**TERMS**

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire three (3) years with the option to exercise two (2) one-year (1-yr) extensions unless earlier terminated as provided herein, except that the obligations of the parties under “Insurance” and “Indemnification” shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by “Confidentiality,” “Taxes,” and “Access to Records/Retention”).
2. **Scope of Services.** CONSULTANT shall provide NVTA with those services set forth in the Scope of Work (EXHIBIT A) and the CONSULTANT’s proposal (EXHIBIT B), attached hereto and incorporated by reference herein. EXHIBIT A and B are provided solely to describe the services to be provided. Any terms contained in EXHIBIT B that add to, vary or conflict with the terms of this Agreement are null and void.
3. **Compensation.**
  - (a) **Rates.** In consideration of CONSULTANT's fulfillment of the promised work, NVTA shall pay CONSULTANT at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$356,850 for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered.

#### 4. **Method of Payment.**

(a) Invoices. All payments for compensation shall be made only upon presentation by CONSULTANT to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum:

1. CONSULTANT's name, address, Social Security or Taxpayer Identification Number and contact information
2. Invoice Number and Date
3. NVTA corresponding agreement number
4. Itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period
5. The person(s) performing the services and the position(s) held by such person(s) billed in accordance with the approved hourly or task rate.

Improperly submitted invoices will be rejected, requiring corrections before NVTA accepts them for payment.

CONSULTANT shall submit invoices not more often than every 30 days to NVTA Accounts Payable electronically to [Smartsheet website](#), 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 invoice acceptance.

(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 coverage's 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 all acts or omissions 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 PARTIES desire to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

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

CONSULTANT  
Osman Mufti  
Partner  
555 Capitol Mall, Suite 600  
Sacramento, CA 95814

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONSULTANT hereby agrees to comply, and requires its employees and subconsultants to comply, with the following policies, copies of which are on file with the Board

Secretary of NVTA and incorporated by reference herein. CONSULTANT also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or consultants.

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

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

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

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

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

17. **No Assignments or Subcontracts.**

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

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

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. Only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONSULTANT to secure such authorization in

writing in advance of performing any of the extra or changed work shall constitute a waiver of 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 the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subconsultant.

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

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

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

24. **Conflict of Interest.**

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

(b) Statements of Economic Interest. CONSULTANT acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONSULTANT to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONSULTANT, although holding a "designated"

position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONSULTANT agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

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

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

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

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

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

“NVTA”

“CONSULTANT”

Sloan Sakai Yeung & Wong LLP

By \_\_\_\_\_  
DANIELLE SCHMITZ, Executive Director

By \_\_\_\_\_  
OSMAN MUFTI, 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 with the following services:

#### NVTA GENERAL COUNSEL AND PROFESSIONAL LEGAL SERVICES

##### 1. SCOPE OF WORK

- A. Act as General Counsel to Napa Valley Transportation Authority (NVTA) and Napa Valley Transportation Authority-Tax Agency (NVTA-TA). General Counsel will provide advice and interpretation of public law as it applies to NVTA and NVTA-TA and their respective operations, inclusive of Napa Vine and VineGo public transit services. Such information may involve Federal and State laws as well as State and Local statutes and ordinances.
- B. Typical Duties (not exhaustive):
- Provide general legal and transactional advice.
  - Represent the Agency in litigation.
  - Maintain knowledge of issues facing NVTA, NVTA-TA, and Vine Transit system and be prepared to offer legal opinions.
  - Contracts--as needed prepare, review, consult, and approve.
  - Board of Directors actions--review and approve legislative documents.
  - Purchasing--participate and recommend appropriate purchasing actions, as needed.
  - Grants--assist Agency in Federal and State grant process when requested.
  - Work with other assigned Agency counsel.
  - Attend work sessions and meetings with Board and staff when requested.
- C. Specific Duties:
- Attend (monthly, generally the 3<sup>rd</sup> Wednesday unless holiday conflict) meetings of the NVTA and NVTA-TA to provide counsel.
  - Monthly, review and approve agenda and resolutions to be considered by the NVTA/NVTA-TA Board of Directors at their subsequent meetings.
  - Report to and receive assignments from the Board of Directors. The Executive Director and senior level staff may also contact the General Counsel with additional inquiries and Counsel is authorized to respond to those inquiries as well.
- D. Other:
- Regularly attend NVTA and NVTA-TA Board meetings (assigned attorney or qualified substitute).
  - Provide prompt response to inquiries by the Board or agency staff. Establish reasonable completion dates for assignments and be accountable for adherence to such dates.
  - Time spent by administrative staff on copying, faxing, mailing etc. should not be billed at the attorney rate, but at an appropriate administrative rate only.
  - Provide billing broken down by assignment or department when required by NVTA and/or NVTA-TA.
  - Provide specialized services to include but not limited to seeking and recommending other legal firms for cases not represented by NVTA General Counsel.

E. Excluded Duties:

- Bond Counsel.
- NVTa and NVTa-TA reserve the right on a specific case basis to use alternate counsel.

**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 B**  
**CONSULTANT PROPOSAL**  
*(Attached)*

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## FEE SCHEDULE

Sloan Sakai purposes to provide the discounted public agency hourly rates proposed in this proposal as follows:

Nancy Miller	\$ 420
Osman Mufti	\$ 350
Genevieve Ng	\$ 370
Madeline Miller	\$ 340
Paul Chrisman	\$ 340
Chelsea Avent	\$ 335

If other Firm attorneys are needed for general or special legal services, they will provide services at the following rates:

Partners:	\$ 380 - \$450
Of Counsel:	\$ 350 - \$495
Senior Counsel:	\$ 335 - \$430
Associates:	\$ 295 - \$355
Law Clerks:	\$ 195 - \$250
Paralegals:	\$ 140 - \$220

Rates are subject to annual increase January 1<sup>st</sup> of each year up to an amount not to exceed 5%.

Hourly rates are broken down at 1/10-hour increments. We use a computerized billing system that is capable of tracking multiple account codes for each of our clients. We bill on a monthly basis for services performed and costs incurred. Our statements include billed amounts broken out by attorney, task, and time increments. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice. We assume our billing practices are acceptable. However, we can work with the NVTa to make any necessary modifications.

The Firm charges separately for certain costs in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, overnight delivery, and messenger services. All costs and expenses are fully itemized. The Firm charges no administrative or overhead fee. The Firm will obtain advance client consent before purchasing transcripts or retaining outside investigators, consultants, or expert witnesses, or incurring filing.



**RFP 26-R04 COST PROPOSAL**

**INSTRUCTIONS**

- 1) The total cost of all items combined should be a fixed, not-to-exceed cost proposal.
- 2) Proposer can edit the spreadsheet and add additional detail as necessary.
- 3) Estimate annual rate increases for each year

Tasks	Total Unit	Number of Units	TOTAL COSTS	Comments
<b>1. YEAR ONE SERVICES</b>	<b>340</b>	<b>195</b>	<b>66300</b>	
	340	195	66300	Average for hourly billable rates
<b>2. YEAR TWO SERVICES</b>	<b>350</b>	<b>195</b>	<b>68250</b>	
	350	195	68250	Average for hourly billable rates
<b>3. YEAR THREE SERVICES</b>	<b>365</b>	<b>195</b>	<b>71175</b>	
	365	195	71175	Average for hourly billable rates
<b>4. OPTION YEAR ONE SERVICES</b>	<b>380</b>	<b>195</b>	<b>74100</b>	
	380	195	74100	Average for hourly billable rates
<b>5. OPTION YEAR TWO SERVICES</b>	<b>395</b>	<b>195</b>	<b>77025</b>	
	395	195	77025	Average for hourly billable rates
<b>6. OTHER ALLOWABLE/DIRECT EXPENSES</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TOTAL COST</b>			<b>356850</b>	

**\*\*\*\* FIRM'S RATE SHEET ATTACHED \*\*\*\***