

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, June 15, 2022
1:00 PM

***Meeting is being held remote via Zoom and in person at
625 Burnell Street, Napa CA 94559***

NVTa Board of Directors

*****COVID-19 SPECIAL NOTICE*****

PUBLIC MEETING GUIDELINES FOR PARTICIPATING VIA PHONE/VIDEO CONFERENCING

Consistent with California Assembly Bill 361 and Government Code Section 54953, due to the COVID-19 State of Emergency and the recommendations for physical distancing, the Napa Valley Transportation Authority (NVTa) Board meeting will be held remotely via Zoom and in person at the JoAnn Busenbark Boardroom located at 625 Burnell Street, Napa CA. Members of the public may observe and participate in the meeting from home or in person. The public is invited to participate telephonically or electronically via the methods below:

- 1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to <https://zoom.us/join> and enter meeting ID 997 5007 2830
- 2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 997 5007 2830 If asked for the participant ID or code, press #.
- 3) Watch live on YouTube: <https://www.youtube.com/channel/UCrpjLcW9uRmA0EE6w-eKZyw?app=desktop>

Public Comments: Members of the public may comment on matters within the subject matter of the Board's jurisdiction that are not on the meeting agenda during the general public comment item at the beginning of the meeting. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. (Members of the public are welcome to address the Board, however, under the Brown Act Board members may not deliberate or take action on items not on the agenda, and generally may only listen.) Instructions for submitting a Public Comment are on the next page.

Members of the public may submit a public comment in writing by emailing info@nvta.ca.gov by 10:00 a.m. on the day of the meeting with PUBLIC COMMENT as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed to info@nvta.ca.gov after 10 a.m. the day of the meeting will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

1. To comment during a virtual meeting (Zoom), click the "Raise Your Hand" button (click on the "Participants" tab) to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Instructions for how to "Raise Your Hand" is available at <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.

2. To comment by phone, press "*9" to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself by pressing "*6" when it is your turn to make your comment, for up to 3 minutes. After the allotted time, you will be re-muted.

Instructions on how to join a video conference are available at: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>

Note: The methods of observing, listening, or providing public comment to the meeting may be altered due to technical difficulties or the meeting may be cancelled, if needed.

All materials relating to an agenda item for an open session of a regular meeting of the NVTA Board of Directors are posted on the NVTA website 72 hours prior to the meeting at: <https://nctpa.legistar.com/Calendar.aspx> or by emailing info@nvta.ca.gov to request a copy of the agenda.

Materials distributed to the members of the Board present at the meeting will be available for public inspection after the meeting. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Americans with Disabilities Act (ADA): This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Laura Sanderlin, NVTA Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

Note: Where times are indicated for agenda items, they are approximate and intended as estimates only, and may be shorter or longer as needed.

Acceso y el Título VI: La NVTA puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al número (707) 259-8633. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Ang Accessibility at Title VI: Ang NVTA ay nagkakaloob ng mga serbisyo/akomodasyon kung hilingin ang mga ito, ng mga taong may kapansanan at mga indibiduwal na may limitadong kaalaman sa wikang Ingles, na nais na matugunan ang mga bagay-bagay na may kinalaman sa NVTA Board. Para sa mga tulong sa akomodasyon o pagsasalin-wika, mangyari lang tumawag sa (707) 259-8633. Kakailanganin namin ng paunang abiso na tatlong araw na may pasok sa trabaho para matugunan ang inyong kahilingan.

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comment
5. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
6. Director's Update

Note: Where times are indicated for the agenda items, they are approximate and intended as estimates only and may be shorter or longer as needed.

7. PRESENTATIONS

7.1 Vine Trail Presentation (Shawn Casey-White)

Recommendation: The Napa Valley Vine Trail Coalition will present updates on the project and its economic impacts to the County.

Estimated Time: 1:30 p.m.

7.2 Project Update (Danielle Schmitz & Rebecca Schenck)

Estimated Time: 1:45 p.m.

8. CONSENT AGENDA ITEMS

8.1 Meeting Minutes of May 9, 2022 (Laura Sanderlin) (Pages 10-11)

Recommendation: Board action will approve the minutes of May 9, 2022 Special Meeting.

Estimated Time: 2:00 p.m.

Attachments: [Draft Minutes](#)

8.2 Meeting Minutes of May 18, 2022 (Laura Sanderlin) (Pages 12-15)

Recommendation: Board action will approve the minutes of May 18, 2022 regular meeting.

Estimated Time: 2:00 p.m.

Attachments: [Draft Minutes](#)

8.3 AB 361 Requirements for Remote Public Meetings (Osman Mufti) (Pages 16-21)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-17 making findings and declaring it intent to continue remote teleconference meetings in accordance with Government Code section 54953(e) due to the Governor's COVID-19 State of Emergency Proclamation.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

8.4 Amendment #5 to Project Work Order No. E-14 to NVTA Agreement No. 18-21 with GHD Inc. for Professional Engineering Services for the Soscol Junction Project (Danielle Schmitz) (Pages 22-29)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board direct the Executive Director, or designee to execute and make minor modifications to Amendment #5 to Work Order No. E-14 to NVTA Agreement No. 18-21 with GHD Inc. for an amount not to exceed \$89,900 to provide additional engineering support services during the construction phase of the Soscol Junction project.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

8.5 Resolution 22-19 Authorizing the Executive Director to Execute Amendment 1 to the Cooperative Agreement 04-2749 between the State of California Department of Transportation (Caltrans) and the Napa Valley Transportation Authority (NVRTA) for the Napa Valley Vine Trail Calistoga to St. Helena Project (Rebecca Schenck) (Pages 30-41)

Recommendation: That the Napa Valley Transportation Authority (NVRTA) Board adopt Resolution No. 22-19 approving Amendment 1 to Cooperative Agreement 04-2749 with Caltrans and authorize the Executive Director, or designee, to sign the amendment and make minor modifications for the Napa Valley Vine Trail Calistoga to St. Helena project.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

8.6 Agreement No. 17-15 with Kimley Horn and Associates for Architectural and Engineering Design Services to include Environmental, Survey, and Design Services for Driveway Expansion; Communications Systems Design; and Additional Budget for Engineering Services during Construction for the Vine Bus Maintenance Facility (Kate Miller) (Pages 42-49)

Recommendation: That the Napa Valley Transportation Authority (NVRTA) Board approve Amendment #6 to Agreement No. 17-15 for Architectural and Engineering Services with Kimley Horn and Associates to include Environmental, Survey, and Design Services for Driveway Expansion; Communications and Audio-Visual Systems Design; and Additional Budget for Engineering Services during Construction for the Vine Bus Maintenance Facility in an amount not to exceed \$137,300.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

**8.7 Americans with Disabilities Act (ADA) Assessment Services
(Rebecca Schenck) (Pages 50-79)**

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board authorize the award of the ADA Assessment contract to ADARide in an amount not to exceed \$157,000.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

8.8 Citizens Advisory Committee (CAC) Member Appointments (Laura Sanderlin) (Pages 80-92)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board approve the appointments of Ashley Tenschler and Sarah Gillihan, and the reappointment of Larry Kromann to the Citizen Advisory Committee for a two (2) year term.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

**8.9 Professional Services Agreement No. 22-C23 with Universal
Building Services (Laura Sanderlin) (Pages 93-115)**

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board approve and authorize the Executive Director to execute Professional Services Agreement No. 22-C23 with Universal Building Services to provide various cleaning services at the Socol Gateway Transit Center (SGTC) for two (2) years, with three one-year option extensions for a total project cost not to exceed \$436,251.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9. REGULAR AGENDA ITEMS

9.1 Nomination, Discussion, and Election of Chair and Vice Chair for Fiscal Year (FY) 2022-23 (Laura Sanderlin) (Pages 116-117)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive a report out from the nominating committee and to elect a Chair and Vice Chair for NVTA for Fiscal Year (FY) 2022-23.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9.2 Fiscal Year 2022-23 Salary Ranges for Napa Valley Transportation Authority (NVTA) Job Classifications (Laura Sanderlin) (Pages 118-126)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 22-18 approving the Fiscal Year (FY) 2022-23 Salary Ranges for NVTA Job Classifications.

Estimated Time: 2:20 p.m.

Attachments: [Staff Report](#)

9.3 Federal and State Legislative Update (Kate Miller) (Pages 127-152)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update prepared by K&L Gates and Platinum Advisors and the State Legislative update prepared by Platinum Advisors.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

10. FUTURE AGENDA ITEMS

11. ADJOURNMENT

11.1 Approval of Next Regular Meeting Date of July 20, 2022 and Adjournment

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, June 10, 2022.

Laura Sanderlin
Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

AB 32	Global Warming Solutions Act	FAS	Federal Aid Secondary
ABAG	Association of Bay Area Governments	FAST	Fixing America's Surface Transportation Act
ACFR	Annual Comprehensive Financial Report	FHWA	Federal Highway Administration
ADA	American with Disabilities Act	FTA	Federal Transit Administration
APA	American Planning Association	FY	Fiscal Year
ATAC	Active Transportation Advisory Committee	GHG	Greenhouse Gas
ATP	Active Transportation Program	GGRF	Greenhouse Gas Reduction Fund
BAAQMD	Bay Area Air Quality Management District	GTFS	General Transit Feed Specification
BAB	Build America Bureau	HBP	Highway Bridge Program
BART	Bay Area Rapid Transit District	HBRR	Highway Bridge Replacement and Rehabilitation Program
BATA	Bay Area Toll Authority	HIP	Housing Incentive Program
BIL	Bipartisan Infrastructure Law (IIJA)	HOT	High Occupancy Toll
BRT	Bus Rapid Transit	HOV	High Occupancy Vehicle
CAC	Citizen Advisory Committee	HR3	High Risk Rural Roads
CAP	Climate Action Plan	HSIP	Highway Safety Improvement Program
CAPTI	Climate Action Plan for Transportation Infrastructure	HTF	Highway Trust Fund
Caltrans	California Department of Transportation	HUTA	Highway Users Tax Account
CASA	Committee to House the Bay Area	HVIP	Hybrid & Zero-Emission Truck and Bus Voucher Incentive Program
CBTP	Community Based Transportation Plan	IFB	Invitation for Bid
CEQA	California Environmental Quality Act	ITIP	State Interregional Transportation Improvement Program
CIP	Capital Investment Program	ITOC	Independent Taxpayer Oversight Committee
CMA	Congestion Management Agency	IS/MND	Initial Study/Mitigated Negative Declaration
CMAQ	Congestion Mitigation and Air Quality Improvement Program	JARC	Job Access and Reverse Commute
CMP	Congestion Management Program	LCTOP	Low Carbon Transit Operations Program
CalSTA	California State Transportation Agency	LIFT	Low-Income Flexible Transportation
CTA	California Transit Association	LOS	Level of Service
CTP	Countywide Transportation Plan	LS&R	Local Streets & Roads
CTC	California Transportation Commission	LTF	Local Transportation Fund
CY	Calendar Year	MaaS	Mobility as a Service
DAA	Design Alternative Analyst	MAP 21	Moving Ahead for Progress in the 21 st Century Act
DBB	Design-Bid-Build	MPO	Metropolitan Planning Organization
DBE	Disadvantaged Business Enterprise	MTC	Metropolitan Transportation Commission
DBF	Design-Build-Finance	MTS	Metropolitan Transportation System
DBFOM	Design-Build-Finance-Operate-Maintain	ND	Negative Declaration
DED	Draft Environmental Document	NEPA	National Environmental Policy Act
EIR	Environmental Impact Report	NOAH	Natural Occurring Affordable Housing
EJ	Environmental Justice	NOC	Notice of Completion
EPC	Equity Priority Communities	NOD	Notice of Determination
ETID	Electronic Transit Information Displays		

Glossary of Acronyms

NOP	Notice of Preparation	SHA	State Highway Account
NVTA	Napa Valley Transportation Authority	SHOPP	State Highway Operation and Protection Program
NVTA-TA	Napa Valley Transportation Authority-Tax Agency	SNTDM	Solano Napa Travel Demand Model
OBAG	One Bay Area Grant	SR	State Route
PA&ED	Project Approval Environmental Document	SRTS	Safe Routes to School
P3 or PPP	Public-Private Partnership	SOV	Single-Occupant Vehicle
PCC	Paratransit Coordination Council	STA	State Transit Assistance
PCI	Pavement Condition Index	STIC	Small Transit Intensive Cities
PCA	Priority Conservation Area	STIP	State Transportation Improvement Program
PDA	Priority Development Areas	STP	Surface Transportation Program
PID	Project Initiation Document	TAC	Technical Advisory Committee
PIR	Project Initiation Report	TCM	Transportation Control Measure
PMS	Pavement Management System	TCRP	Traffic Congestion Relief Program
Prop. 42	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes	TDA	Transportation Development Act
PSE	Plans, Specifications and Estimates	TDM	Transportation Demand Management Transportation Demand Model
PSR	Project Study Report	TE	Transportation Enhancement
PTA	Public Transportation Account	TEA	Transportation Enhancement Activities
RACC	Regional Agency Coordinating Committee	TEA 21	Transportation Equity Act for the 21 st Century
RAISE	Rebuilding American Infrastructure with Sustainability and Equity	TFCA	Transportation Fund for Clean Air
RFP	Request for Proposal	TIP	Transportation Improvement Program
RFQ	Request for Qualifications	TIFIA	Transportation Infrastructure Finance and Innovation Act
RHNA	Regional Housing Needs Allocation	TIRCP	Transit and Intercity Rail Capital Program
RM 2	Regional Measure 2 Bridge Toll	TLC	Transportation for Livable Communities
RM 3	Regional Measure 3 Bridge Toll	TLU	Transportation and Land Use
RMRP	Road Maintenance and Rehabilitation Program	TMP	Traffic Management Plan
ROW (R/W)	Right of Way	TMS	Transportation Management System
RTEP	Regional Transit Expansion Program	TNC	Transportation Network Companies
RTIP	Regional Transportation Improvement Program	TOAH	Transit Oriented Affordable Housing
RTP	Regional Transportation Plan	TOC	Transit Oriented Communities
SAFE	Service Authority for Freeways and Expressways	TOD	Transit-Oriented Development
SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users	TOS	Transportation Operations Systems
SB 375	Sustainable Communities and Climate Protection Act 2008	TPA	Transit Priority Area
SB 1	The Road Repair and Accountability Act of 2017	TPI	Transit Performance Initiative
SCS	Sustainable Community Strategy	TPP	Transit Priority Project Areas
		VHD	Vehicle Hours of Delay
		VMT	Vehicle Miles Traveled

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVTB Board of Directors

Monday, May 9, 2022

4:00 PM

Zoom

Special Meeting

1. Call to Order

Chair Pedroza called the meeting to order at 4:01pm.

2. Roll Call

Leon Garcia
Alfredo Pedroza
Paul Dohring
Mark Joseph
Belia Ramos
Liz Alessio
Scott Sedgley
Joe Tagliaboschi
Non Voting:
Doug Weir
Absent:
Chris Canning
John F. Dunbar
Geoff Ellsworth
Gary Kraus

3. Adoption of the Agenda

Motion MOVED by GARCIA, SECONDED by ALESSIO to APPROVE Adoption of the Agenda. Motion was carried by the following roll call vote:

Aye: 20 - Garcia, Board Member Pedroza, Dohring, Joseph, Ramos, Board Member Alessio, Sedgley, and Tagliaboschi

Absent: 4 - Canning, Dunbar, Ellsworth, and Kraus

4. Chairperson's, Board Members' or Executive Director Comments

New legal counsel, Osman Mufti of Sloan Sakai was introduced.

5. CLOSED SESSION

5.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1))

Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6))

Authority Designated Representative: Authority Chair

Unrepresented Employee: Executive Director

This Closed Session had no reportable action.

6. ADJOURNMENT

Chair Pedroza adjourned the meeting at 4:43pm.

6.1 Approval of Next Regular Meeting Date of May 18, 2022 and Adjournment

Laura M. Sanderlin, NVTB Board Secretary

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVTB Board of Directors

Wednesday, May 18, 2022

1:00 PM

1. Call to Order

Chair Pedroza called the meeting to order at 1:00pm.

2. Pledge of Allegiance

The Pledge of Allegiance was recited by the Board.

3. Roll Call

Leon Garcia
Chris Canning
Alfredo Pedroza
Paul Dohring
Mark Joseph
John F. Dunbar
Belia Ramos
Geoff Ellsworth
Liz Alessio
Gary Kraus
Scott Sedgley
Joe Tagliaboschi
Non-Voting:
Doug Weir

4. Adoption of the Agenda

Motion MOVED by GARCIA, SECONDED by ALESSIO to Approve adoption of the agenda. Motion carried by the following roll call vote:

Aye: 21 - Garcia, Canning, Pedroza, Dohring, Joseph, Ellsworth,
Alessio, Kraus, Sedgley, and Tagliaboschi

Absent: 3 - Dunbar, and Ramos

5. Public Comment

None

{Director Ramos and Director Ellsworth joined the meeting}

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

No update reported for ABAG.

Chair Pedroza reported on recent MTC activities.

7. Director's Update

Director Miller reported:

- Bottlerock transit update
- Soscol Junction project update
- Calistoga to St. Helena Vine Trail groundbreaking on May 24
- Bike to Work/Wherever Day on May 20
- NVTA V-Commute Challenge
- SR37 Commute 37 Program has website
- NVTA awarded CalTRANS funding for shuttle buses
- Honoring Norman Mineta

8. PRESENTATIONS

8.1 Introduction of Electric Buses

Rebecca Schenck, NVTA Program Manager - Transit, presented information to the Board introducing new electric bus fleet.

Director Joseph commented that he supports option 2.

Director Garcia inquired about maintenance cost of diesel versus electric.

8.2 Oxbow Book of Poetry

Rebecca Schenck, NVTA Program Manager - Transit, presented Oxbow Book of Poetry.

9. CONSENT AGENDA ITEMS

Motion MOVED by CANNING, SECONDED by ALESSIO to APPROVE Consent Items 9.1-9.4.
Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth,
Alessio, Kraus, Sedgley, and Tagliaboschi

9.1 Meeting Minutes of April 20, 2022 (Laura Sanderlin) (Pages 10-14)

Attachments: [Draft Minutes](#)

9.2 AB 361 Requirements for Remote Public Meetings (Osman Mufti) (Pages 15-20)

Attachments: [Staff Report](#)

9.3 Resolution No. 22-16 Operations and Maintenance Agreement between State of California Department of Transportation and the Napa Valley Transportation Authority for Installation, Operation, and Maintenance of Transit Signal Priority System (Rebecca Schenck) (Pages 21-31)

Attachments: [Staff Report](#)

- 9.4** Resolution No. 22-13, Revised Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) (Roxanna Moradi) (pages 32-37)

Attachments: [Staff Report](#)

10. REGULAR AGENDA ITEMS

- 10.1** Chair and Vice Chair Nominating Committee for Fiscal Year (FY) 2022-23 (Laura Sanderlin) (Pages 38-40)

Attachments: [Staff Report](#)

Chair Pedroza nominated Director Dunbar and Director Canning to join him on the committee.

Motion MOVED by PEDROZA, SECONDED by ALESSIO to APPROVE nominating committee for FY 2022-23 Chair and Vice Chair. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Tagliaboschi

- 10.2** Resolution No. 22-15 Adopting the Napa Valley Transportation Authority (NVTa) Biennial Budget for Fiscal Years (FY) 2022-23 and 2023-24 (Antonio Onorato) (Pages 41-59)

Attachments: [Staff Report](#)

Motion MOVED by KRAUS, SECONDED by GARCIA to APPROVE Resolution 22-15. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Tagliaboschi

- 10.3** Delegated Authority to Napa Valley Transportation Authority (NVTa) Policy Manual Chapter 5: Contracting & Procurement Policy (Antonio Onorato) (Pages 60-162)

Attachments: [Staff Report](#)

Motion MOVED by CANNING, SECONDED by JOSEPH to APPROVE Item 9.3, making refinements to NVTa Policy Manual Chapter 5: Contracting and Procurement Policy. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Tagliaboschi

- 10.4** Amendment 7 to Napa Valley Transportation Authority (NVTa) Agreement No. NVTa 12-08 for the Position of Executive Director (Laura Sanderlin) (Pages 163-167)

Attachments: [Staff Report](#)

Motion MOVED by PEDROZA, SECONDED by ALESSIO to APPROVE Amendment 7 to NVTa Agreement No. 12-08. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Tagliaboschi

- 10.5** Napa Valley Transportation Authority's (NVTa) Fiscal Year (FY) 2021-22 Q3 Financial Review and Delegated Authority Matrix (Roxanna Moradi) (Pages 168-184)

Attachments: [Staff Report](#)

Information Only/No Action Taken

10.6 Vine Transit Update (Rebecca Schenck) (Pages 185-192)

Attachments: [Staff Report](#)

Information Only/No Action Taken

Vice Chair Alessio inquired about Vine ridership, wait times and on demand capacity compared to other Bay Area operators.

Public comment made by Justin Hole.

10.7 One Bay Area Grant Cycle 3 (OBAG 3) Call for Projects (Alberto Esqueda) (Pages 193-199)

Attachments: [Staff Report](#)

Director Ellsworth inquired about the process for jurisdictions to submit priority projects to NVTa.

Motion MOVED by GARCIA, SECONDED by JOSEPH to APPROVE Item 10.7 opening the OBAG 3 Call for Projects. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth,
Alessio, Kraus, Sedgley, and Tagliaboschi

10.8 Federal and State Legislative Update (Kate Miller) (Pages 200-226)

Attachments: [Staff Report](#)

Motion MOVED by JOSEPH, SECONDED by KRAUS to APPROVE Item 10.8 acting on bills included on the State Bill Matrix. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth,
Alessio, Kraus, Sedgley, and Tagliaboschi

11. FUTURE AGENDA ITEMS

None

12. ADJOURNMENT

Chair Pedroza adjourned the meeting in memory of Secretary Norman Mineta at 2:38pm.

12.1 Approval of Next Regular Meeting Date of June 15, 2022 and Adjournment

Laura M. Sanderlin, NVTa Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

AB 361 Requirements for Remote Public Meetings

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution 22-17 making findings and declaring its intent to continue remote teleconference meetings in accordance with Government Code section 54953(e) due to the Governor's COVID-19 State of Emergency Proclamation.

EXECUTIVE SUMMARY

AB 361 allows local legislative bodies to hold remote meetings during a proclaimed state of emergency, if state or local officials have imposed or recommended measures that warrant holding meetings remotely.

In response to improving conditions, Governor Newsom issued Executive Order N-04-22 on February 25, 2022, which lifted many of the provisions related to the emergency while maintaining certain measures to support the ongoing response and recovery effort.

NVRTA staff is monitoring the status of the Governor's state of emergency proclamation, state and local orders related to social distancing, and health and safety conditions related to COVID-19, and confirm that said conditions continue to exist that warrant "hybrid" meetings to allow members of the Board and public to attend either in person or remotely.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: AB 361 Requirements for Remote Public Meetings

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-17 making findings and declaring its intent to continue remote teleconference meetings in accordance with Government Code section 54953(e) due to the Governor's COVID-19 State of Emergency Proclamation.

COMMITTEE RECOMMENDATION

None

BACKGROUND

AB 361 allows local legislative bodies to hold remote meetings during a proclaimed state of emergency, if state or local officials have imposed or recommended measures that warrant holding meetings remotely.

If the Board desires to continue to meet utilizing the relaxed teleconference meeting rules, AB 361 requires an ongoing finding every 30 days that the Board has reconsider the circumstances of the state of emergency and that the emergency continues to impact the ability to "meet safely in person," or that state or local officials continue to recommend measures to promote social distancing. Gov. Code § 54953(e)(3).

On September 27, 2021, the Napa County Executive Officer and Public Health Officer issued a recommendation that all public boards and commissions that wish to continue meeting remotely to help minimize the spread and transmission of COVID-19 be permitted to do so. This Local Order remains effective through June 30, 2022.

In response to improving conditions, Governor Newsom issued Executive Order N-04-22 on February 25, 2022, which lifted many of the provisions related to the emergency while

maintaining certain measures to support the ongoing response and recovery effort. Although a portion of the emergency provisions have been lifted the Governor's March 4, 2020 State of Emergency Proclamation as it related to the COVID-19 pandemic remains active.

NVTA staff is monitoring the status of the Governor's state of emergency proclamation, state and local orders related to social distancing, and health and safety conditions related to COVID-19, and confirm that said conditions continue to exist that warrant "hybrid" meetings to allow members of the Board and public to attend either in person or remotely. COVID cases are decreasing, and regulations are relaxing; however, there remains local and state recommendations for social distancing and remote meeting attendance and all are encouraged to isolate when not feeling well. Hybrid meetings allow for these precautions to be implemented.

Hybrid meetings are one of the least disruptive methods the Board can utilize to protect against the ongoing threat of COVID-19 transmission. COVID-19 spreads easily and quickly through airborne droplets. While face coverings, testing, and ventilating indoor spaces can reduce transmission, they cannot eliminate the threat. Conducting hybrid meetings allows attendees to fully participate in each meeting without requiring that they gather in the same indoor space. Further, it allows members of the public, staff, and members of the Board to participate in meetings even if they have been exposed to COVID-19 or are experiencing symptoms of COVID-19.

Staff recommends the Board extend the time during which it may continue to meet by teleconference without compliance with paragraph (3) of subdivision (b) of section 54953 of the Brown Act.

ALTERNATIVES

The Board could decide not to approve Resolution 22-17 which would put the NVTA Board of Director's meeting out of government compliance.

ATTACHMENT(S)

- 1) Resolution 22-17

RESOLUTION No. 22-17

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)
MAKING FINDINGS REAUTHORIZING REMOTE TELECONFERENCE MEETINGS
AND DECLARING ITS INTENT TO CONTINUE MEETING IN HYBRID FORMAT TO
ALLOW ATTENDANCE IN PERSON OR REMOTELY PURSUANT TO
GOVERNMENT CODE SECTION 54953**

WHEREAS, the Napa Valley Transportation Authority (NVRTA) is committed to preserving and nurturing public access and participation in meetings of the Board;

WHEREAS, all legislative body meetings of NVRTA are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and observe the Commission conduct its business; and

WHEREAS, Governor Newsom signed AB 361, amending the Brown Act, including Government Code section 54953(e), which makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of AB 361 is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, such conditions now exist in the State, specifically, the Governor of the State of California proclaimed a state of emergency on March 4, 2020, related to the threat of COVID-19, which remains partially in effect ; and

WHEREAS, on September 27, 2021, the Napa County Executive Officer and Public Health Officer jointly recommended social distancing measures and that all boards and commissions continue meeting remotely, in whole or in part, in order to help minimize the spread and transmission of COVID-19 and its variants, and this local order remains effective through June 30, 2022; and

WHEREAS, the hybrid meeting model allows each individual attendee of the meeting to assess his or her own risk, and the risk they may pose to others, based on vaccination status, health conditions, age, or any other factor which may dissuade a person from attending an in-person meeting; and

WHEREAS, the hybrid meeting model also provides those that wish to attend meetings in-person the ability to do so; and

WHEREAS, the Board of Directors does hereby find that emergency conditions continue to persist within the County of Napa due to the COVID-19 emergency, the state of emergency continues to directly impact the ability of the members to meet safely in person, and the Governor's state of emergency proclamation, state regulations and local recommendations related to social distancing and remote meetings continue.

NOW, THEREFORE, BE IT RESOLVED THAT THE NAPA VALLEY TRANSPORTATION BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

2. The Board hereby finds that it has considered the state of the emergency and that meeting in person for meetings of all NVTa related legislative bodies subject to the Ralph M. Brown Act would present imminent risks to the health and safety of attendees.

3. Holding hybrid meetings will reduce the possibility of COVID-19 transmission during meetings by allowing those who are at risk or potentially suffering COVID-19 symptoms to participate in meetings without physically attending.

4. Staff is hereby directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings of the Board and all NVTa legislative bodies in accordance with Government Code section 54953, subdivision (e) and other applicable provisions of the Brown Act for hybrid meetings.

5. NVTa shall hold their meetings in hybrid format offering attendees both in-person and videoconference/teleconference access. Any public comment period during any such meeting shall be taken in the same form and fashion from in-person and remote attendees. If at any time during any such meeting the ability to broadcast the meeting and accept public comments from remote attendees through videoconference/teleconference is disrupted, the body holding the meeting shall recess until the disruption is resolved or continue the meeting to a later date when videoconference/teleconference participation can be restored.

6. Staff is further directed to continue to monitor the health and safety conditions related to COVID-19, the status of the Governor's state of emergency, the state regulations related to social distancing, and the local orders related to health and safety, and present to the Board at its next regularly scheduled meeting the related information and recommendations for hybrid meetings pursuant to the provisions of paragraph Government Code section 54953, subdivision (e)(3), and to consider extending the time during which the Commission may continue to meet by teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on June 15, 2022, by the following vote:

Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment #5 to Project Work Order No. E-14 to NVTA Agreement No. 18-21 with GHD Inc. for Professional Engineering Services for the Soscol Junction Project.

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board direct the Executive Director, or designee to execute and make minor modifications to Amendment #5 to Work Order No. E-14 to NVTA Agreement No. 18-21 with GHD Inc. for an amount not to exceed \$89,900 to provide additional engineering support services during the construction phase of the Soscol Junction project.

EXECUTIVE SUMMARY

NVTA Board authorized the PS&E work and GHD contract for a not to exceed amount of \$3,194,299 in November 2021. GHD **has** exhausted the approved amount of \$3,194,299 as of Amendment #4. This additional scope will add \$89,900 to the contract and includes responding to requests for information, submittals and engineering and design work throughout the construction phase to project closeout, and providing as-built drawings.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes, \$89,900
Is it currently budgeted?	Yes
Where is it budgeted?	Caltrans Coop Agreement 04-2840 A1



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Danielle Schmitz, Director Capital Development & Planning
(707) 259-5968 / Email: dschmitz@nvta.ca.gov

SUBJECT: Amendment #5 to Project Work Order No. E-14 to NVRTA Agreement No. 18-21 with GHD Inc. to provide Professional Engineering services for the Soscol Junction Project.

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board direct the Executive Director, or designee to execute and make minor modifications to Amendment #5 for Work Order No. E-14 to NVRTA Agreement No. 18-21 with GHD Inc. for an amount not to exceed \$89,900 to provide additional engineering support services during the Construction phase of Soscol Junction.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Soscol Junction Project will provide safety, access, and operational improvements for traffic, pedestrian and bicycle operations at Soscol Junction in Napa County. This project is located at the intersection of State Route (SR) 29 and SR 221, near the City of Napa, in Napa County. It ranges from postmile (PM) R6.04 to R6.48, along SR 29 and PM 0.00 to 0.12, along SR 221. The project will replace the current at-grade, signal controlled intersection with a grade separated interchange. It will consist of elevating SR 29 above SR 221 with an undercrossing structure and construction of three ramps. The northbound SR 29 to northbound SR 221 movement will be satisfied by the SR 29/SR 221 bypass, an existing feature to remain from the current configuration. Flanking the undercrossing will be two, modern hybrid roundabouts. The southernmost roundabout contains a right turn bypass at the southbound SR 29 off-ramp approach.

NVTA worked with Caltrans on the PA&ED phase and hired GHD to help conceptualize the design. NVTA negotiated and agreed to split the PS&E tasks between the Consultant and Caltrans. This significantly improved the overall cost of the phase since Caltrans agreed to waive the oversight and review fees.

Caltrans' scope of work includes the design of the structures, environmental permitting, landscaping and erosion control design, special provisions, materials recommendations, and to advertise, award, and administer the construction of the project. Caltrans is also responsible for hazmat testing and design support for a total amount of \$1,700,000.

GHD's current scope of work completes the PS&E phase services for a not to exceed amount of \$3,194,299. This work is fully funded by Regional Transportation Improvement Program (RTIP 19/20 and 20/21). Amendment #5 would carry GHD's work through the construction phase of the project. As the design engineer, GHD will need to respond to requests for information, design submittals, and provide as-built drawings.

To date, NVTA has amended the agreement as follows:

- Amendment #1 issued February 2021 for additional services to be performed under Tasks 2 & 3 in the amount of \$60,195.58; new Work Order total \$2,772,629.58.
- Amendment #2 issued August 2021 for additional services needed for Tasks 2 and 3 A-D in the amount of \$150,000; new Work Order total \$2,922,629.58.
- Amendment #3 issued October 2021 for additional services to be performed under Tasks 1, 2 & 3 in the amount of \$196,669.42; new Work Order total \$3,119,299.
- Amendment #4 issued November 2021; work included design modifications necessary for alignment changes to avoid Suscol Creek impacts, answering bid inquiries and design clarifications for \$75,000, new work order total \$3,194,299.

Amendment #5 will authorize GHD to provide engineering support through the construction phase of the project including coordination meetings, requests for information, product review submittals, change orders, and as-built plans bringing the total contract to \$3,284,199.

ALTERNATIVES

The Board could decide not to approve the additional work and staff would have to procure another engineering firm to provide design engineering work during the construction phase, which would delay the project and add significant costs.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The project will improve the intersection to make it more accessible to bicyclists and pedestrians.

Goal 2 - Improve system safety in order to support all modes and serve all users.

The project will improve intersection safety for all modes.

ATTACHMENT

(1) Draft Amendment #5 to Project Work Order No. E-14

AMENDMENT #5

**PROJECT WORK ORDER NO. E-14
ON-CALL A/E & PROJECT DELIVERY SERVICES**

PROJECT NAME: DESIGN PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) PHASE
SERVICES FOR THE SOSCOL JUNCTION PROJECT

PROJECT MANAGER: Danielle Schmitz, Director – Capital Development and Planning
dschmitz@nvta.ca.gov | T 707.259.5968

CONSULTANT DESIGNATED TEAM MEMBERS:

- Prime-Consultant: GHD COMPANY, Staff; and
- Sub-Consultants: WRECO and Y&C, Staff as described in EXHIBIT A of the Project Work Order.

SCOPE OF SERVICE: Professional services and the delivery of design plans, specifications and estimates (PS&E) for the Soscol Junction Project (RFP #2020-02) as described in the scope of services of the Project Work Order (April 2020) in EXHIBIT A, EXHIBIT A-1 (Amendment #1 - Feb 2021), EXHIBIT A-2 (Amendment #2 - Aug 2021), EXHIBIT A-3 (Amendment #3 - Oct 2021), and EXHIBIT A-4 (Amendment #4) for the Soscol Junction Project.

- **WHEREAS NVTA REQUIRES CONTRACTOR TO PERFORM CONTINUED AND ADDITIONAL CONSTRUCTION SUPPORT AND CALTRANS COORDINATION WITH SUPPLEMENTAL DESIGN SERVICES, AND CONSTRUCTION SUPPORT SERVICES UNDER TASK 3 OF THE PROJECT WORK ORDER AS DESCRIBED IN EXHIBIT A-4 OF AMENDMENT #4 TO COMPLETE THE PROJECT;**
- **WHEREAS CONTRACTOR IS ABLE TO PROVIDE THE CONTINUED SERVICES AT AN ADDITIONAL COST TO NVTA IN THE AMOUNT OF \$89,900; AND**
- **WHEREAS PROJECT WORK ORDER IS HEREBY AMENDED TO INCLUDE THE ADDITIONAL SERVICE PERFORMANCE BY THE CONTRACTOR AS SET FORTH IN EXHIBIT A-5 AT THE ADDITIONAL AMOUNT OF \$89,900 AND THE AGREEMENT NOT-TO-EXCEED TOTAL AMOUNT OF THE PROJECT IS AMENDED TO \$3,284,199.00.**

START DATE: APRIL 15, 2020

COMPLETION DATE: JUNE 30, 2023

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$3,194,299 (A#4)

NEW NTE AMOUNT FOR THIS PROJECT: \$3,284,199

CHARGE NUMBER FOR PAYMENT: 8309000 52310 CMA_PLANS_PRGRAMS RTIP STATE 83010

TERMS AND CONDITIONS: This Amendment No. 5 to Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated MAY 15, 2018, which terms are hereby incorporated and made part of the Project Work Order.

NVTA

By: _____
KATE MILLER, Executive Director Date

Approved as to Form	
By:	_____
NVTA General Counsel	
Date:	_____

Contractor
GHD COMPANY

By: _____
KAMESH VEDULA, PE, TE Date 26
Principle-in-Charge

EXHIBIT A-5

SCOPE OF WORK

CONTRACTOR shall perform additional construction support tasks and deliverables of typical design related construction support, in addition to coordination with Caltrans and submittal review services to the existing project scope of work as described under the tasks/deliverables under Task 3 - OTHER, of the Project Work Order (EXHIBIT A), Amendment No. 1 (EXHIBIT A-1), Amendment No. 2 (EXHIBIT A-2), Amendment No. 3 (EXHIBIT A-3), and Amendment No. 4 (EXHIBIT A-4).

CONTRACTOR shall perform the following design services as follows:

TASK 3 - OTHER

A. Bidding and Construction Support

Provide the design related assistance and input for construction contractor questions, submittals, requested design changes, and meeting requests. Caltrans RE and District Management will also be requesting additional forms and documentation of the project's construction activities (including as-built plans) in addition to the planned support for the construction contractor requests. Includes:

- Engineering support during construction
- Up to six (6) Coordination Meetings
- Up to fifteen (15) Request for Information (RFI) responses
- Up to ten (10) specialty product submittal reviews
- Note: Caltrans standard construction items, landscaping, and structural submittals are anticipated to be reviewed by Caltrans District 4 staff as a part of their design/construction management scope*
- Up to ten (10) Construction Plan Revisions/Change Orders (CCO's)
- Caltrans District 4 coordination and RE requests
- Up to ten (10) Design / Construction Branch update/review meetings
- Up to four (4) additional forms/design response requests
- Project as-built plans per Resident Engineer's field markups on the plans

B. As-Needed Supplemental Design and Coordination

This portion of the amendment request is intended to be a reserve scope/budget for requests from Caltrans District or Headquarters that are not common to construction support activities. Separated budget will only be used if approved by NVT. These services include public meeting attendance and material preparation, providing additional studies and documentation for the project that was not included in the project's approval documents, and coordinating any special requests or concerns from the District or Headquarters that is not related to the contractor's activities in the field.

CONTRACTOR shall not perform any additional services and/or tasks as outlined in EXHIBIT A, A-1, A-2, A-3, A-4, and A-5 without prior approval by NVTa.

CONTRACTOR's cost proposal and for the additional services to be provided are attached in EXHIBIT B-5.

EXHIBIT B-5

FEE SCHEDULE

(Revised)

DESCRIPTION	AMOUNT
TASK 1 Project Kick-Off & Review of Existing Documents	\$ 14,775.00
TASK 2 Project Management	\$ 349,213.10
TASK 3 Design Plans, Specifications & Estimates (PS&E)	\$2,389,437.48
OTHER Ready to List PS&E Package, PS&E Package Revisions - Bid Period, and Bid Support	<u>\$ 511,569.42</u>
SUBTOTAL	<u>\$3,264,995.00</u>
Other Direct Expenses	<u>\$ 19,204.00</u>
TOTAL NOT TO EXCEED	<u>\$3,284,199.00</u>

The total amount to be paid to the CONTRACTOR for the scope of work as defined under EXHIBITs A, A-1, A-2, A-3, A-4 and this Amendment shall not exceed \$3,284,199.00.

Subject to Agreement, CONTRACTOR shall periodically invoice NVTa based on progress towards completion of tasks/deliverables listed above, amounts not to exceed tasks/deliverable totals.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution No. 22-19 Authorizing the Executive Director to Execute Amendment 1 to the Cooperative Agreement 04-2749 between the State of California Department of Transportation (Caltrans) and the Napa Valley Transportation Authority (NVTA) for the Napa Valley Vine Trail Calistoga to St Helena Project

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 22-19 (Attachment 1) approving Amendment 1 to Cooperative Agreement 04-2749 (Attachment 2) with Caltrans and authorize the Executive Director, or designee, to sign the amendment and make minor modifications for the Napa Valley Vine Trail Calistoga to St. Helena project.

EXECUTIVE SUMMARY

This Cooperative Agreement is a standard Caltrans document to guide and memorialize responsibilities for the improvements to the State Highway System. Previously, the board adopted Resolution 20-01 Authorization to Execute the Cooperative Agreement 04-2749 between the State of California Department of Transportation (Caltrans) and the NVTA for the Napa Valley Vine Trail Calistoga to St Helena Project. Caltrans is requiring an amendment to Cooperative Agreement 04-2749 to reflect the additional \$2,206,000 in One Bay Area Grant Funds and \$196,000 in Regional Transportation Improvements Program (RTIP) funds Programmed to the Vine Trail Project so Caltrans can process the reimbursement for these federal funds.

FISCAL IMPACT

The cost of oversight in the executed Cooperative Agreement is \$230,000 which is significantly lower than the not to exceed amount of \$440,000 initially approved by the NVTA Board in January 2020. There is no specific cost associated with this amendment.



June 15, 2022
NVTA Agenda Item 8.5
Continued From: New

Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Rebecca Schenck
(707) 259-8636 / Email: rschenck@nvta.ca.gov

SUBJECT: Resolution No. 22-19 Authorizing the Executive Director to Execute Amendment 1 to the Cooperative Agreement 04-2749 between the State of California Department of Transportation (Caltrans) and the Napa Valley Transportation Authority (NVTA) for the Napa Valley Vine Trail Calistoga to St Helena Project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 22-19 (Attachment 1) approving Amendment 1 to Cooperative Agreement 04-2749 (Attachment 2) with Caltrans and authorize the Executive Director, or designee, to sign the amendment and make minor modifications for the Napa Valley Vine Trail Calistoga to St. Helena project.

COMMITTEE RECOMMENDATION

None

BACKGROUND

On January 15, 2020, the NVTA Board approved entering into a Cooperative Agreement ("Coop") with Caltrans for the Calistoga to St. Helena Vine Trail project. The agreement memorializes the requirements of both NVTA and Caltrans and guides Caltrans' oversight on the entire Calistoga to St. Helena Vine Trail Project from Project Approval and Environmental Document through Construction. Now that the construction funding package is complete, Caltrans is requiring an amendment to Cooperative Agreement 04-2749 to reflect the additional \$2,206,000 on One Bay Area Grant Funds and \$196,000 in Regional Transportation Improvement Program (RTIP) funds programmed to the Project so Caltrans can handle the reimbursement of all federal funds.

ALTERNATIVES

The NVTa could decide not to amend this agreement, but that would mean that NVTa would not be reimbursed by Caltrans for the federal funds programmed to the Project

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The Vine Trail supports alternative transportation for individuals who may not have the income or the ability to drive an automobile.

Goal 2 – Improve system safety in order to support all modes and serve all users.

This segment of the Vine Trail will allow bikers and walkers to safely navigate from St Helena to Calistoga on a Class I bike path – separated from automobile traffic.

ATTACHMENT(S)

- (1) Resolution 22-19
- (2) Draft Amendment 1 to Cooperative Agreement 04-2749

RESOLUTION No. 22-19

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 TO THE COOPERATIVE
AGREEMENT 04-2749 BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION (CALTRANS) AND THE NAPA VALLEY TRANSPORTATION
AUTHORITY**

WHEREAS, the Napa Valley Vine Trail is a proposed 47-mile class 1 path from the Vallejo Ferry Terminal to the City of Calistoga, and

WHEREAS, the Napa Valley Transportation Authority (NVTA) Board wishes to build the Napa Valley Vine Trail Calistoga to St Helena project utilizing Caltrans Right of Way along State Route 29; and

WHEREAS, Caltrans requires the execution of a Cooperation Agreement for all transportation projects on the State Highway System and the NVTA Board approved Resolution 20-01 on January 15, 2020 for the execution of the contract; and

WHEREAS, Caltrans requires an amendment to Cooperative Agreement 04-2749 to reflect the additional \$2,206,000 on One Bay Area Grant Funds Programmed to the Project as well as to add the 196,000 in STIP funds already programmed to the Project so Caltrans can handle the reimbursement of all federal funds

NOW THEREFORE BE IT RESOLVED, that the NVTA Board hereby authorizes the Executive Director to execute the amendment and make minor changes to the Amendment to Cooperative Agreement 04-2749 with the State of California Department of Transportation and Napa Valley Transportation Authority.

Passed and Adopted the 15th day of June 2022.

Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 02

Agreement Amendment No. 01

Work Description

CONSTRUCTION OF APPROXIMATELY 7.4 MILES LONG BICYCLE AND PEDESTRIAN MULTI-USE PATH FROM ST. HELENA TO CALISTOGA IN NAPA COUNTY.

Contact Information

CALTRANS

Daniel Y. Chang, Project Manager

111 Grand Avenue

Oakland, CA 94612

Office Phone: (510) 421-9744

Email: daniel.y.chang@dot.ca.gov

NAPA VALLEY TRANSPORTATION AUTHORITY

Rebecca Schenck, Program Manager-Public Transit

625 Burnell Street Napa, CA 94559

Office Phone: (707) 259-8636

Email: rschenck@nvta.ca.gov

AMENDMENT NO. 01**FUNDING SUMMARY NO. 02**

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary NO. 01 in its entirety with Funding Summary NO. 02.
2. Funding Summary No. 2 increases the OBAG2 funds for Construction Capital by \$2,206,000. The LOCAL funds for Construction Support and Construction Capital increase from \$100,000 to \$1,227,354 and from \$0 to \$3,983,605 respectively. The STIP/RIP funds in the amount of \$196,000 are added to the Funding Summary No. 2.

<u>FUNDING TABLE</u>									
<u>IMPLEMENTING AGENCY</u>→			<u>NVTA</u>	<u>NVTA</u>	<u>NVTA</u>		<u>NVTA</u>		
Source	Party	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	NVTA	ATP	0	0	0	0	0	6,106,000	6,106,000
LOCAL	NVTA	STIP/RIP	0	0	0	0	0	196,000	196,000
LOCAL	NVTA	Local	240,000	700,000	5,000	95,000	1,227,354	3,983,605	6,250,959
FEDERAL	NVTA	OBAG2	0	0	0	0	0	2,917,000	2,917,000
Totals			240,000	700,000	5,000	95,000	1,227,354	13,202,605	15,469,959

SPENDING SUMMARY

v 222121

Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL	CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	<u>NVTA</u>	CALTRANS	<u>NVTA</u>	CALTRANS	<u>NVTA</u>	<u>NVTA</u>	CALTRANS	<u>NVTA</u>	<u>NVTA</u>	
ATP	0	0	0	0	0	0	0	0	0	6,106,000	6,106,000
STIP/RIP	0	0	0	0	0	0	0	0	0	196,000	196,000
Local	80,000	160,000	150,000	550,000	0	5,000	95,000	0	1,227,354	3,983,605	6,250,959
OBAG2	0	0	0	0	0	0	0	0	0	2,917,000	2,917,000
Totals	80,000	160,000	150,000	550,000	0	5,000	95,000	0	1,227,354	13,202,605	15,469,959

Funding

3. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

4. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

5. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

6. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

7. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If NVTa invoices for rates in excess of CalHR rates, NVTa will fund the cost difference and reimburse CALTRANS for any overpayment.

8. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the STIP guidelines that require the PARTIES to apportion the project cost increases and savings in the same proportion as the current programmed ratio of funds that are not strictly a one-time only grant. In the alternate, PARTIES may be able to apportion cost increases and savings according to a cost sharing arrangement between the PARTIES that is approved by the CTC.
9. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

10. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, NVTa will pay invoices within five (5) calendar days of receipt of invoice.
11. If NVTa has received EFT certification from CALTRANS then NVTa will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
12. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

13. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then NVTa will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
14. If CALTRANS reimburses NVTa for any costs later determined to be unallowable, NVTa will reimburse those funds.

Project Approval and Environmental Document (PA&ED)

15. CALTRANS will invoice NVTa for a fixed amount of \$80,000 as lump sum (single payment) after execution of this AGREEMENT.

Plans, Specifications, and Estimate (PS&E)

16. CALTRANS will invoice NVTa for fixed amount of \$150,000 as lump sum (single payment) after execution of this AGREEMENT.

RIGHT-OF-WAY Support

17. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

18. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

CONSTRUCTION Support

19. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

20. NVTa will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Signatures

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION**

By: _____
Helena (Lenka) Culik-Caro
Deputy District Director, Design

**VERIFICATION OF FUNDS &
AUTHORITY:**

By: _____
Jeffrey Kuehnel
District Budget Manager

**CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:**

By: _____
Nadine Karavan
HQ Accounting Admin I / Supervisor

**NAPA VALLEY TRANSPORTATION
AUTHORITY**

By: _____
Kate Miller
Executive Director

ATTEST:

By: _____
Laura Sanderlin
NVRTA Board Secretary

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Osman I. Mufti
General Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Agreement No. 17-15 with Kimley Horn and Associates for Architectural and Engineering Design Services to include Environmental, Survey, and Design Services for Driveway Expansion; Communications and Audio-Visual Systems Design; and Additional Budget for Engineering Services during Construction for the Vine Bus Maintenance Facility

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Amendment #6 to Agreement No. 17-15 for Architectural and Engineering Services with Kimley Horn and Associates to include Environmental, Survey, and Design Services for Driveway Expansion; Communications and Audio-Visual Systems Design; and Additional Budget for Engineering Services during Construction for the Vine Bus Maintenance Facility in an amount not to exceed \$137,300.

EXECUTIVE SUMMARY

NVRTA awarded the Architectural and Engineering Services to Kimley Horn and Associates in August 2017. This will be the sixth amendment to the agreement. Amendment #6 and will add Environmental, Survey, and Design Services for Driveway Expansion; Communications and Audi-Visual Systems Design; and Additional Budget for Engineering Services during Construction for the Vine Bus Maintenance Facility for a not to exceed amount of \$137,300. To date, the total contract amount for Architectural and Engineering Services with Kimley Horn and Associated is \$2,700,297. With the additional \$137,300, the total contract amount will be \$2,837,597

FISCAL IMPACT

The cost for the Vine Bus Maintenance Facility Commissioning Services is \$137,300 and will be funded with Transportation Development Act Funds and/or other sources as part of the project budget.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634/ Email: kmiller@nvta.ca.gov
SUBJECT: Agreement No. 17-15 with Kimley Horn and Associates for Architectural and Engineering Design Services to include Environmental, Survey, and Design Services for Driveway Expansion; Communications and Audio-Visual Systems Design; and Additional Budget for Engineering Services during Construction for the Vine Bus Maintenance Facility

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Amendment #6 to Agreement No. 17-15 for Architectural and Engineering Services with Kimley Horn and Associates to include Environmental, Survey, and Design Services for Driveway Expansion; Communications and Audio-Visual Systems Design; and Additional Budget for Engineering Services during Construction for the Vine Bus Maintenance Facility in an amount not to exceed \$137,300.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Amendment #6 to Agreement No. 17-15 with Kimley Horn and Associates (KHA) will add Environmental, Survey, and Design Services for Driveway Expansion; Communications Systems Design; and Additional Budget for Engineering Services during Construction for the Vine Bus Maintenance Facility for an amount not to exceed \$137,300.

The first item included in Amendment #6 to Agreement 17-15 with KHA will expand an egress driveway next to the maintenance facility. NVRTA staff approved a design change to create a drive-through bus bay. This will improve safety and operations at the facility. Initially the egress driveway design was limited to the existing parcel and therefore

relatively narrow for bus operations. The existing driveway, therefore, only supports using the drive through bay for smaller transit vehicles (30' and under). In February of 2020, NVRTA acquired the parcel just in front of the original two parcels acquired for the development of a new Vine Bus Maintenance Facility. This additional parcel allows the agency to increase the footprint of the maintenance facility and to expand the driveway by 8-10' to accommodate vehicles with longer wheelbases and turning radii. This will allow all Vine Transit buses to be serviced in the drive through bay. The expansion requires an addendum to the Vine Maintenance Facility environmental document and permit. It also requires additional design for grading and to address changes to underground utilities.

The second item included in Amendment #6 to Agreement 17-15 with KHA will include design and specifications for communications and audio-visual systems. This change will entail providing design services, drawings and specifications for phone and internet services, dispatch system, public announcement and audio visual communication systems. There will be two independent communications systems at the facility: one for NVRTA equipment and operations and one for Transdev's equipment and operations.

The third item included in Amendment #6 to Agreement 17-15 with KHA will increase the construction engineering service budget. Based on the current burn rate for construction engineering services, an additional \$46,300 will be required to complete the project.

ALTERNATIVES

The NVRTA Board could delay approval of amendment #6 but this would result in a cost increase, delay opening and using the Vine Bus Maintenance Facility; and/or result in a poorly operating facility.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The services will improve all operations at the maintenance facility and therefore provide better transit services for riders.

Goal 3: Use taxpayer dollars efficiently.

Improved design and project oversight will support the project moving forward expeditiously and result in better construction outcomes.

ATTACHMENT

(1) Amendment #6 to Agreement No. 17-15 with Kimley Horn and Associates

**SIXTH AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVRTA")
AGREEMENT NO. 17-15**

THIS SIXTH AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVRTA") AGREEMENT NO. 17-15 hereinafter referred to as "SIXTH Amendment" is made and entered into as of this ____ day of _____, 2022 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVRTA"), and Kimley-Horn and Associates, Inc. whose mailing address is 555 Capitol Mall, Suite 300, Sacramento, CA 95814, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, in August 2017 NVRTA and CONTRACTOR entered into NVRTA Agreement No. 17-15 ("Agreement") for architectural and engineering design services for the future construction of the Transit Maintenance Facility, Sheehy Court, Napa, California in an amount not to exceed \$2,590,275; and

WHEREAS, the First Amendment to Agreement No. 17-15 ("First Amendment") dated October 31, 2018 amended Section 1.(a), Term of the Agreement.

WHEREAS, the Second Amendment to Agreement No. 17-15 ("Second Amendment") dated January 8, 2019 amended Section 2, Scope of Services, and Section 3, Compensation, of the Agreement to increase the compensation an additional amount of \$19,622, with the Agreement compensation total not to exceed \$2,609,897.

WHEREAS, the Third Amendment to Agreement No. 17-15 ("Third Amendment") dated March 17, 2021 amended Section 2, Scope of Services, of the Agreement.

WHEREAS, the Fourth Amendment to Agreement No. 17-15 ("Fourth Amendment") dated April 8, 2021 amended Section 2, Scope of Services, and Section 3, Compensation, of the Agreement to increase the compensation an additional amount of \$37,900, with the Agreement compensation total not to exceed \$2,647,797.

WHEREAS, the Fifth Amendment to Agreement No. 17-15 ("Fifth Amendment") dated April 20, 2022 amended Section 2, Scope of Services, to include Building Commissioning, and Section 3 Compensation, of the Agreement to increase the compensation an additional \$52,500 with the Agreement compensation total not to exceed \$2,700,297.

WHEREAS, NVRTA wishes to amend Section 2, Scope of Services, and Section 3, Compensation, of the Agreement to reflect additional services to provide design, survey, and environmental services to expand the driveway; to provide design services for the communications and audio visual systems; and to amend Section 3 to increase the budget for construction engineering services through to completion of the Vine Maintenance Facility construction.

WHEREAS, CONTRACTOR is able to provide additional services to NVTa in the amount of \$137,300

TERMS

NOW, THEREFORE, the NVTa and CONTRACTOR agree to amend the Agreement as follows:

1. Section 2, Scope of Service, is amended to include additional services as described in EXHIBIT A-6 attached hereto to the Amendment. The Scope of Services in EXHIBIT A attached to the Agreement remain unchanged.
2. Section 3, Compensation, is amended to include the additional rates for the additional services at the rate set forth in EXHIBIT B-6 attached hereto the Amendment. The Compensation described in EXHIBIT 6 to the Agreement otherwise remains unchanged.

The maximum payments under the Agreement, together with the Amendment, shall be a total of **\$ 2,837,597** for professional services and expenses, provided however, that such amounts shall be based upon services actually rendered.

3. Except as set forth above, the terms and conditions of the Agreement, as amended in the First, Second, Third, and Fourth Amendment, remain in full force and effect as previously approved.

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

"NVTa"
Napa Valley Transportation Authority

"CONTRACTOR"
Kimley-Horn and Associates, Inc.

By _____
KATE MILLER, Executive Director

By _____
PETER MEYERHOFER, P.E.
Vice President

APPROVED AS TO FORM:

By _____
Osman Mufti
Sloan Sakai Yeung & Wong LLP

EXHIBIT A-6

SCOPE OF WORK

Transit Maintenance Facility – Driveway Expansion and Communications Systems

- I. **GENERAL.** NVTA requires CONTRACTOR to perform design, surveying, and environmental services needed to expand a driveway.
- II. **SCOPE OF WORK.** The following work description details the effort to be performed by the CONTRACTOR.
 1. CONTRACTOR shall provide and complete the following services necessary to expand the driveway on the southeast side of the property to accommodate larger bus turning radii.
 - a. **Design, Survey, and Environmental Services**
 - EIR Addendum
 - Design plan revisions:
 - Grading and drainage sheet revisions
 - Water quality calcs and new treatment area design
 - Striping and marking plan revisions
 - Demo plan revisions
 - Paving/Jointing plan revisions and details
 - Quantity calculations
 - Survey –plat and legal for the required easement
 - County permit coordination and submittal support
 2. CONTRACTOR shall provide and complete the following service necessary to design the Vine Bus Maintenance Facility office, maintenance bay, and ancillary buildings and yard communications and audio-visual systems for NVTA and Transit Contractor workstations.
 - a. **Design and Specifications**
 - Comm system coordination meetings with NVTA/Transdev
 - Coordination for communication backbone systems
 - KH will provide the following sheets (13 total)
 - Overall comm site plans
 - Maintenance Building Comm Floor Plans
 - Operations Building Comm Floor Plans

- Bus Wash Building Comm Floor Plans
- Enlarged Comm/IDF room layouts/elevation views
- Equipment Rack layouts
- Copper/Fiber riser diagrams
- Copper/Fiber wiring diagrams
- UPS sizing calculations
- Develop/Update Communications Specifications
- Design and prepare Specifications for Audio Visual Systems for two meeting/conference room spaces
- Four Coordination meetings

III. COST.

- a. CONTRACTOR agrees to provide driveway expansion design, surveying, and environmental services at a cost not to exceed \$39,000, as follows:
- b. CONTRACTOR agrees to provide communications design services at a cost not to exceed \$52,000, as follows:
- c. CONTRACTOR agrees to provide additional construction engineering services to project completion for an amount not to exceed \$46,300

EXHIBIT B-6

COST SUMMARY SHEET

DESCRIPTION		AMOUNT
Agreement	PS&E Design of Transit Facility	\$2,590,275
Amendment No. 1	Term Extension	\$ - 0 -
Amendment No. 2	Redesign power supply plan and modify construction documents	\$ 19,622
Amendment No. 3	Term Extension	\$ - 0 -
Amendment No. 4	Redesign of property, facility and roof structure	\$ 37,900
Amendment No. 5	Building Commissioning	\$ 52,500
Amendment No. 6	Driveway Extension Design, Survey, And Environmental; Communications/ Audio-Visual Systems Design, and Budget Increase for Construction Engineering Services	\$ 137,300
NEW TOTAL AMOUNT NOT TO EXCEED		\$2,837,597

*The maximum payment amount of not to exceed **\$2,837,597** shall not be construed as guaranteed sums and compensation shall be based upon services actually rendered.*



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Americans with Disabilities Act (ADA) Assessment Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve and authorize the executive director to enter into an agreement for ADA Assessment Services with ADARide (Attachment 1) in an amount not to exceed \$157,000.

EXECUTIVE SUMMARY

NVTA released a Request for Proposals (RFP) on May 6, 2022 to manage NVTA's American with Disabilities Act (ADA) Assessment Services Program, RFP No. 22-R04. NVTA received three (3) proposals on May 31, 2022 from ADARide, Paratransit Inc., and C.A.R.E. Evaluators Inc. NVTA selected ADARide for their experience and competitive pricing. With the award of this contract, ADARide will assume all evaluation responsibilities for NVTA's ADA paratransit service. Evaluations for ADA services will be conducted over the phone, as the current contractor has done since the onset of the COVID-19 pandemic in March 2020.

FISCAL IMPACT

The fixed cost as submitted in ADARide proposal is \$157,000 over the three years of the contract. This includes the bid amount of \$147,868 plus a contingency of \$9,132. Hourly rates will be applied for the evaluations. The total cost assumes that ADARide will conduct between 200 and 250 evaluations annually. This service cost is below the annual costs of the service prior to the pandemic.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Americans with Disabilities Act (ADA) Assessment Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve and authorize the executive director to enter into an agreement for ADA Assessment Services with ADARide (Attachment 1) in an amount not to exceed \$157,000

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVTA's current ADA Assessment Services contractor is C.A.R.E. Evaluators. The contractor acts as the evaluating entity to determine eligibility for the Vine's ADA paratransit services. ADA paratransit applications submitted to NVTA staff and are then passed onto the ADA assessment service evaluator to conduct a phone interview to determine an applicant's eligibility. The applications are designed to elicit as much information as possible from applicants to obtain a complete understanding of the applicant's ability or inability to use traditional fixed route transit. NVTA uses the ADA Assessment Services consultant to supplement staff and to ensure efficient, thorough evaluation so that NVTA's ADA services are dedicated to members of the community that most need them.

The NVTA Board approved a contract award to C.A.R.E Evaluators on March 15, 2017 to assume all evaluation and administrative responsibilities for NVTA's ADA paratransit services, its taxi script and its Mileage Reimbursement Program. The contract award for the first three fiscal years total \$279,633. The current C.A.R.E

Evaluators contract started on July 1, 2017 and after exercising the two option years is set to expire on June 30, 2022.

The C.A.R.E Evaluators contract was very different in the second option year than in the first four years. Due to the pandemic and subsequent reduced service demand on the VineGo ADA services, NVTA was able to take some of C.A.R.E Evaluators responsibilities back in house. In addition, in the option year, the Mileage Reimbursement Program funding source expired and NVTA discontinued the Program reducing C.A.R.E. responsibilities further. The changes in the fifth option year decreased the contract from roughly \$94,000 per year to roughly \$50,000 per year.

NVTA released a Request for Proposals (RFP) on May 6, 2022 to manage NVTA's American with Disabilities Act (ADA) Assessment Services Program, RFP No. 22-R04. NVTA received three (3) proposals on May 31, 2022 from ADARide, Paratransit Inc., and C.A.R.E. Evaluators Inc. NVTA staff members based their evaluations on the scoring criteria outlined in the RFP which included technical experience, fair and reasonable pricing and program understanding. NVTA selected ADARide for their experience and competitive pricing. With the award of this contract ADARide will assume all evaluation responsibilities for NVTA's ADA paratransit service on or around September 1, 2022. In the meantime, NVTA staff intends to amend the existing contract with C.A.R.E Evaluators to cover the evaluation and administrative responsibilities until ADA Ride is ready to take over full responsibility.

ALTERNATIVES

The Board could decide not to authorize the award of the ADA Assessment contract to ADARide, which could result in a lapse or significantly wait times to perform ADA evaluations.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Allow NVTA to have specialized staff to complete the evaluations and make sure the NVTA ADA service, VineGo, is only used by those who qualify.

ATTACHMENT(S)

(1) Draft Contract C22-C24

NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)

AGREEMENT NO. 22-C24

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVRTA", and ADARide _____, whose mailing address is _____ hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVRTA wishes to obtain specialized services in order to provide NVRTA's functional assessments to determine eligibility for ADA paratransit services and management of the application process for NVRTA's mobility program; and

WHEREAS, NVRTA has authorized the NVRTA Executive Director to enter into a contract for services at its _____ June 15 _____, 2022 meeting; and

WHEREAS, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NVRTA under the terms and conditions set forth herein;

TERMS

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

(a) **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on _____, 20XX, 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 CONTRACTOR to NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

(b) The term of this Agreement shall be to the date shown above with an option for an additional two (2) one (1) year terms subject to review and recommendation of NVRTA, and the satisfactory negotiation of terms, including pricing structure.

2. **Scope of Services.** CONTRACTOR shall provide NVRTA those services as set forth in RFP No. 22-R04 and CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the

services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR 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 **\$147,868** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

(b) Legal Status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR 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 Manager of Finance. 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 CONTRACTOR within the State of California.

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of

CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR 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 CONTRACTOR.

7. **Insurance and Bonds.** CONTRACTOR 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. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR 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 CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Performance Bond. CONTRACTOR shall obtain and maintain at their sole cost during the term of the Agreement, a corporate surety performance bond or irrevocable letter of credit, on a NVTAs-approved form, in the principal sum equal to three (3) months operating expenses, guaranteeing CONTRACTOR's performance in accordance with the provisions of the Agreement.

(d) 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 NVTAs Risk Manager, demonstrated by other evidence of coverage acceptable to NVTAs Risk Manager, which shall be filed by CONTRACTOR with NVTAs Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTAs 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) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTAs, 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 CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTAs shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTAs with respect to any insurance or self-insurance programs maintained by NVTAs. 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 NVTAs Risk Manager, CONTRACTOR 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.

(e) 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors 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 contractors or their subcontractors. 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.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR 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, CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTA from CONTRACTOR is determined.

13. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NVTA
Kate Miller
Executive Director
625 Burnell Street

CONTRACTOR
ADARide.com

15. **Compliance with NVTAs Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVTAs and incorporated by reference herein. CONTRACTOR 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 NVTAs employees or contractors.

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

(b) NVTAs 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 subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTAs computer network shall sign and have on file with NVTAs prior to receiving such access the certification attached to said Policy.

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

17. **No Assignments or Subcontracts.**

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

consent to assignment. For purposes of this subparagraph, the consent of NVT A may be given by its Executive Director.

(b) Effect of Change in Status. If CONTRACTOR 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 CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVT A, 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 CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws.** CONTRACTOR 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, CONTRACTOR and its subcontractor'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. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and any of its subcontractor'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. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

(d) Federal Required Clauses. Notwithstanding anything to the contrary in this Agreement, pursuant to 29 C.F.R. 97.36(i), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the Federal Transit Administration for federally funded contracts, to the extent they are applicable to the services to be provided under this Agreement, and as set forth in Attachment 1, attached hereto and incorporated herein by reference.

(e) Federal Changes - CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in RFP No. 2X-RXX and the Master

Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government

1. NVTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NVTA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(g). Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs if CONTRACTOR intends to engage any subcontractors. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.8%. A separate contract goal has not been established for this procurement. If applicable, CONTRACTOR shall comply with the Disadvantaged Business Enterprise contract provisions/Caltrans Disadvantage Business Enterprise provisions contained in Appendix I for RFP No. 22-R04 incorporated herein.

(h). Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All relevant contractual provisions required by DOT, as set forth in FTA Circular 4220.1F shall be compiled by the parties. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

21. **Taxes.** CONTRACTOR 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. CONTRACTOR agrees to indemnify

and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall maintain all required records for at least three (3) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR 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 CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR 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 CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict

of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

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

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

29. **Additional Contract Provisions.** Any additional provisions to this Agreement as contained in RFP No. 22-R04, Section 2 – Additional Contract Provisions, are incorporated herein.

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

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

32. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURE PAGE TO FOLLOW]

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

“NVT A”

“CONTRACTOR”

By _____
KATE MILLER, Executive Director

By _____
NAME, Position

ATTEST:

By _____
NVT A Board Secretary

By _____
NAME, Position

Approved as to Form:

By _____
NVT A General Counsel

FEDERAL REQUIRED CONTRACT CLAUSES

Please refer to our website www.nvta.ca.gov for content of Federal required clauses.

Federally Required Contract Clauses (applicable clauses in bold)

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
- 6. Energy Conservation Requirements**
- 7. Clean Water Requirements**
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
- 10. Lobbying**
- 11. Access to Records and Reports**
- 12. Federal Changes**
13. Bonding Requirements
- 14. Clean Air**
15. Recycled Products
- 16. Davis-Bacon and Copeland Anti-Kickback Acts**
- 17. Contract Work Hours and Safety Standards Act**
18. [Reserved]
- 19. No Government Obligation to Third Parties**
- 20. Program Fraud and False or Fraudulent Statements and Related Acts**
- 21. Termination**
- 22. Government-wide Debarment and Suspension (Non-procurement)**
23. Privacy Act
- 24. Civil Rights Requirements**
- 25. Breaches and Dispute Resolution**
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
- 28. Disadvantaged Business Enterprises (DBE)**
29. [Reserved]
- 30. Incorporation of Federal Transit Administration (FTA) Terms**
31. Drug and Alcohol Testing

Titles and sources of authority references for all the federal clauses are listed in the following document. However, only those clauses applicable to this specific contract are detailed with the full requirements articulated.

1. FLY AMERICA REQUIREMENTS
49 U.S.C. § 40118
41 CFR Part 301-10
This section does not apply to this contract.
2. BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661
This section does not apply to this contract.
3. CHARTER BUS AND SCHOOL BUS REQUIREMENTS
49 U.S.C. 5323(d)
49 CFR Part 604
This section does not apply to this contract.

4. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

This section does not apply to this contract.

5. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49

CFR Part 41

This section does not apply to this contract.

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Energy Conservation - The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water –

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONTRACTOR also agrees to include these requirements in each Sub-contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING

49 U.S.C. 5323(c)

49 CFR Part 665

This section does not apply to this contract.

9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323

49 CFR Part 663

This section does not apply to this contract.

10. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party CONTRACTORS are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that Contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix

B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____	Signature of CONTRACTOR's Authorized Official
_____	Name and Title of CONTRACTOR's Authorized Official
_____	Date

11. **ACCESS TO RECORDS AND REPORTS**

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient, or a
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO CONTRACTOR, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, CONTRACTOR agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u>	None	Those imposed on state pass thru to CONTRACT OR	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309 /5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
II <u>Non State Grantees</u>	Yes ³ Yes ³	Those imposed on non-state Grantee pass thru to CONTRACT OR	Yes Yes	Yes Yes	Yes Yes	Yes Yes
a. Contracts below SAT (\$100,000)						
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

12. **FEDERAL CHANGES**

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

13. **BONDING REQUIREMENTS**

This section does not apply to this contract.

14. **CLEAN AIR**

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

Clean Air

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

This section does not apply to this contract.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

This section does not apply to this contract.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

40 USC 3701(b)(1)(B)(iii) and (b)(2),

29 CFR 5.2(h),

49 CFR 18.36(i)(6)

Overtime requirements - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18. RESERVED

This section does not apply to this contract.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party

(whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that maybe applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1E

This section is addressed by language in NVTAs Professional Services Agreement.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by NVTa. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NVTa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. **PRIVACY ACT**

5 U.S.C. 552

This section does not apply to this contract.

24. **CIVIL RIGHTS REQUIREMENTS**

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity

Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. **BREACHES AND DISPUTE RESOLUTION**

49 CFR Part 18

FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the NVT A Purchasing Agent. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Agent. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Agent shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by NVT A, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between NVT A and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which NVT A is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the NVT A or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. **PATENT AND RIGHTS IN DATA**

37 CFR Part 401

49 CFR Parts 18 and 19

This section does not apply to this contract.

27. **TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

This section does not apply to this contract.

28. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall annual goal for DBE participation is 2.8%.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NVTA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.

A prime CONTRACTOR or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies of the section. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the City's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Contractors and subcontractors.

NVTA shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptance of portions, as determined by the City, of the contract work, and pay retainage to the prime Contractor based on these acceptances. The prime Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by NVTA. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Contractors and subcontractors.

The Contractor must promptly notify NVTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of NVTA.

29. [RESERVED]

This section does not apply to this contract.

30. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**
FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby

incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of NVTA's requests which would cause NVTA to be in violation of the FTA terms and conditions.

31. **DRUG AND ALCOHOL TESTING**

49 U.S.C. §5331

49 CFR Parts 653 and 654

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or of NVTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (date before March 15) to the contract manager at NVTA, 625 Burnell Street, Napa, CA 94559. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

[illegible]

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVT A with the following services:

see attached

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVT A 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

EXHIBT B
COST SHEET / FEE SCHEDULE

see schedule



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Citizen Advisory Committee (CAC) Member Appointments

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Ashley Tenscher and Sarah Gillihan, and the reappointment of Larry Kromann to the Citizen Advisory Committee for a two (2) year term.

EXECUTIVE SUMMARY

The CAC was formed by NVTA to replace a number of ad hoc committees that were convened to advise the NVTA Board and NVTA staff on specific modes, projects, and programs. The CAC make-up is intended to ensure representation from all aspects of the communities in Napa Valley and to retain members to foster expertise and institutional knowledge about projects and programs. Board action would appoint three members to serve on the CAC for a two-year term.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary (707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Citizen Advisory Committee (CAC) Member Appointments

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Ashley Tenscher and Sarah Gillihan, and the reappointment of Larry Kromann to the Citizen Advisory Committee for a two (2) year term.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Board action would appoint two new members; Ashley Tenscher as a member representing environment interest and Sarah Gillihan representing hospitality interests, and reappoint Larry Kromann who representing low income housing interests to the Citizen Advisory Committee (CAC).

The CAC by-laws approved by the NVTA Board state that the committee structure and representation should strive to represent a diverse cross-section of the community including members of underrepresented groups in Napa Valley.

The CAC has 19 members and five of those seats are currently vacant. NVTA staff is actively recruiting to fill vacant positions. These include members representing the City of St. Helena, the City of Calistoga, Agriculture, Environmental Interest, Vintner, and Active Transportation.

City/Town/County members will be appointed by their respective Councils or Board of Supervisors before being approved by the NVTA Board. If representation of a certain

faction or jurisdiction cannot be filled after solicitation for that position, the vacancy may be filled with a member at-large.

ALTERNATIVES

The Board could decide not to approve this appointment and the position would remain vacant.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The CAC is comprised of members from the community representing various interests in Napa Valley. The purpose of the CAC is to advise the NVTA Board on projects and programs.

ATTACHMENTS

- 1) Ashley Tenschler CAC Application (Redacted)
- 2) Sarah Gillihan CAC Application (Redacted)



Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559
Tel. (707) 259-863 / Fax (707) 259-8638
www.nvta.ca.gov

COMMITTEE APPOINTMENT APPLICATION

Complete applications can be submitted by: (1) faxing to the Human Resources Administrator at (707) 259-8638 or (2) delivered/mailed to the NVTA Attention: Human Resources Administrator, 625 Burnell Street, Napa, CA 94559 or (3) Email to: jobs@nvta.ca.gov.

This application may be subject to disclosure under the Public Records Act

Applicant Information

Application for Appointment to: (Name of Committee) **Citizens Advisory Committee (CAC)**

Representing Field of Environmental Interest

Name: Tenscher Ashley H Date: 5/13/2022

Last

First

M.I.

Address: [REDACTED]

Street Address

Apartment/Unit #

City [REDACTED] State CA Zip 94599

Phone: [REDACTED]

E-mail Address: [REDACTED]

Current Occupation (within the last twelve (12) months)

Winemaker through 12/31/21
Retired since 1/1/22

Current License (Professional or Occupational): Date of Issue and/or expiration including status:

n/a

Education/Experience

(a resume may be attached containing this and any other information that would be helpful in evaluating your application)

attached

Community Participation
(nature of activity and community location)

Yountville Library Book Group Monthly
Napa Little League Board Member 2014-2018

Other Board/Commission/Committee on which you serve/have served

References

Please list three individuals familiar with your background

Full Name: Alan Tenscher Relationship: spouse

Company: retired

Phone: [REDACTED]

Address: [REDACTED]

Full Name: Stéphanie Gamble

Relationship: [REDACTED]

Company: n/a

Phone: [REDACTED]

Address: [REDACTED]

Full Name: Chris Hall

Relationship: Former employer

Company: [REDACTED]

Phone: [REDACTED]

Address: [REDACTED]

Name and Occupation of spouse within the last 12 months, if married (for Conflict of Interest purposes):

Alan Tenscher, UC Davis researcher through 6/30/21, retired since 7/1/21

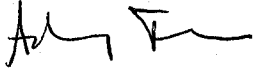
Please explain your reasons for wishing to serve, and in your opinion, how you feel you could contribute.

Now that I'm retired, I wish to utilize public transportation as often as possible. I wish to serve so it's more convenient and reliable for workers. I wish to be considered for the "Environmental Concern" position on the CAC.

Disclaimer and Signature

PLEASE NOTE THAT APPOINTEES MAY BE REQUIRED BY STATE LAW AND NVTACONFLICT OF INTEREST CODE TO FILE FINANCIAL DISCLOSURE STATEMENTS

Signature:

A handwritten signature in black ink, appearing to be "Aly T.", written over a horizontal line.

Date:

5/14/2022



EQUAL EMPLOYMENT OPPORTUNITY DATA

The Napa Valley Transportation Authority is an equal opportunity employer. In accordance with the applicable laws and regulations, the agency does not discriminate on the basis of disability or other prohibited criteria. The information requested below is for statistical reporting and analysis as required by law only. We request that all applicants complete the following information, however **providing this information is voluntary**. This information will be detached from your application and the information will be kept confidential.

Name _____ Ashley Tenscher _____ Date 13-May 2022

Position Applied For CAC Committee Environmental Concern Member

Sex: ___ Male X Female

Disabled: ___ Yes X No

Race/Ethnicity: (Check only one.)

___ **AMERICAN INDIAN/ALASKAN NATIVE**

All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

___ **BLACK**

Not of Hispanic origin; All persons having origins in any of the Black racial groups of Africa.

X **WHITE**

Not of Hispanic origin; All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

___ **HISPANIC**

All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

___ **ASIAN/PACIFIC ISLANDER**

All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, such as China, Japan, Korea, Vietnam, and Samoa.

☐

Two or More Races (Non-Hispanic or Latino) - Persons who identify with two or more racial categories named above.

☐

Decline to State - If you choose not to self-identify your race/ethnicity at this time, the federal government requires this employer to determine this information by visual survey and/or other available information.

To assist NVRTA in our recruitment efforts, please indicate how you found out about the job.

___ Newspaper (specify) _____

___ Other Publication (specify) _____

___ Friend

___ School or other placement office (specify) _____

___ NVRTA Employee / Website

X Other (specify) I learned Yountville provides one member to the CAC, so learned about the committee

___ Walk-in

P.4.15



EXPERIENCE

- 2003-2021 **Long Meadow Ranch**, Winemaker
- 2008-2013 **Young Inglewood**, Consulting Winemaker
- 2009-2020 **Far Niente, Dolce, Nickel&Nickel, EnRoute, Vinescape**, Consultant
- 2001-2010 **Marelle Syrah**, Winemaker and Proprietor
- 2002-2010 **Oakville Ranch**, Winemaker
- 2001-2005 **Winemaking Consulting**. Client list: Quixote Winery, Tres Sabores, Hall Winery, Weeks Gamble Vineyards.
- 1997- 2001 **Far Niente and Dolce**, Winemaker.
- Spring Harvest 2000 **Bodegas y Viñedos Tapiz**
Mendoza, Argentina
- Spring Harvest 1999 **Jordan Winery**
Stellenbosch, South Africa
- Spring Harvest 1998 **Trinity Hill Winery**
Hawkes Bay, New Zealand
- Spring Harvest 1997 **Veramonte**
Casablanca Valley, Chile
- 1993-1997 **Far Niente and Dolce**, Enologist
- 1991-1993 **Opus One Winery**, Lab Technician
- 1990 **Robert Mondavi Winery**, Research Intern
- 1989 **Schramsberg Vineyards**, Harvest Lab Technician
- 1989 **Institut National de la Recherche Agronomique (INRA)**, Research Intern.
Montpellier, France
- 1989 **Staatsweingut Assmannshausen / Geisenheim University**, Student Intern.
Rheingau, Germany
- 1989 **Chateau Reynon-Peyrat**, Production Intern.
Cadillac, France.

EDUCATION:

University of California, Davis.
M.S. Food Science (Enology), September 1991
Recipient, UC Regents Fellowship, 1988-1990
Glucose Uptake in *Saccharomyces Cerevisiae* Grown Under Vinification Conditions:
Effect of Null Mutations in the Glucose Transporter *HXT1* and *HXT2* Structural
Genes. (Thesis)

University of North Carolina, Chapel Hill.
B.A. Mathematics, May 1986

REFERENCES:

Available upon request



Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559
Tel. (707) 259-863 / Fax (707) 259-8638
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COMMITTEE APPOINTMENT APPLICATION

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This application may be subject to disclosure under the Public Records Act

Applicant Information			
Application for Appointment to: (Name of Committee) Citizens Advisory Committee (CAC)			
Representing Field of _____ Hospitality _____			
Name:		Date: April 27, 2022	
Gillihan		Sarah J	
Address:			
[REDACTED]		Apartment/Unit #	
City		[REDACTED]	
Phone: [REDACTED]			
Current Occupation (within the last twelve (12) months)			
Visit Napa Valley Director; Communications, Industry & Community Relations			
Current License (Professional or Occupational): Date of Issue and/or expiration including status:			
Education/Experience (a resume may be attached containing this and any other information that would be helpful in evaluating your application)			
Please see attached resume			

Community Participation
(nature of activity and community location)

Napa Can Do Garden for the Food Bank – volunteer. Fall 2020-January 2022

Other Board/Commission/Committee on which you serve/have served

Current:

- Napa Valley Vine Trail Marketing Committee

References

Please list three individuals familiar with your background

Full Name: Linsey Gallagher Relationship: Employer, Manager

Company: [REDACTED]

Phone: [REDACTED]

Address: [REDACTED]

Full Name: Jeremy Benson Relationship: Former Employer

Company: Benson Marketing Group

Phone: [REDACTED]

Address: [REDACTED]

Full Name: Tia Butts Relationship: Former Colleague, Friend

Company: [REDACTED]

Phone: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] your reasons for wishing to serve, and in your opinion, how you feel you could contribute.

As a Napa resident since 2000, I am seeking ways to share my 20+ years of communications expertise and make Napa Valley an even better place to live and work. I wish to work collaboratively with other residents, elected and appointed officials to be part of the solutions that make getting around our towns, cities, and valley easier, safer, and more sustainable.

As an employee of Visit Napa Valley, I can balance the perspective of the more than 3 million visitors who visit our community annually with that of a resident who wishes to live and work here for many more years to come. With more than 20 years of communications and marketing experience, I feel I can assist by not only helping promote awareness for potential solutions, but also asking questions and communicating to stakeholders. Finally, as an avid walker, I have a vested interest in a safer community.

I look forward to collaborating with the Citizen Advisory Committee.

Disclaimer and Signature

PLEASE NOTE THAT APPOINTEES MAY BE REQUIRED BY STATE LAW AND NVTACONFLICT OF INTEREST CODE TO FILE FINANCIAL DISCLOSURE STATEMENTS

Signature:

Date: June 6, 2022

A handwritten signature in black ink, appearing to read "J. J. Sullivan". The signature is written in a cursive, flowing style with a large initial "J".

Sarah Jones Gillihan



Asking the right questions is often more useful than always having the right answer.

Sarah is a seasoned communications professional with 20 years of experience generating buzz for regions, companies, and brands. A creative, results-oriented, and thoughtful collaborator, she views herself as a partner and service provider to those she works with, always encouraging teammates to ask questions and challenge conventions. Sarah has a deep understanding of the evolving marketing landscape through curiosity and a philosophy of continuous improvement.

Sarah's experience includes projects as diverse as brand marketing and event management for affordable Bordeaux wines; corporate communication and digital campaign management for spirits company Campari America; communications strategy for Redwood Empire Whiskey; issues management for consumer coalition Free the Grapes!; the national launch of Pinot Noir producer Balletto Vineyards; and media relations for family-owned Champagne Billecart-Salmon, Spain's number-one fino brand Tio Pepe, luxury California wineries such as Freemark Abbey, Lynmar Winery, Clos Du Val, and premium wine brands such as Bread & Butter Wines, Chronic Cellars, and Hahn Family Wines.

Core Competencies

- Strategic Planning
- Budgeting
- Corporate and Brand Message Development
- New Business Generation
- Executive Communications
- Media Relations
- Social Media and Digital Strategy
- Event Marketing
- Staff Management / Development

Experience

Brand Strategy

- Approach: Raise brand awareness, build momentum and, ultimately, boost sales through concerted communications campaigns.
- Annually, create and implement highly tailored strategic communication plans for clients that range in size from small, family-owned wineries to multi-brand, publicly traded corporations. Execute plans and consistently exceed KPIs.
- Develop brand messaging plans and positioning statements to build strong foundations for client overall marketing communication goals.

Brand PR & Events

- Approach: Deliver earned impressions to build brands. Think like an editor; clearly and concisely describe complex issues; identify relevant topics and trends.
- In the last 18-24 months, clients featured in wide variety of leading national and regional publications including, but not limited to, the following recognized outlets.
 - Business: *Wall Street Journal Weekend*, *Bloomberg Pursuits*, *Fortune*, *Worth*, *Newsweek*, *Forbes*, *AdWeek*, *Crain's Business*
 - Consumer Lifestyle: *Robb Report*, *Town & Country*, *Departures*, *Food & Wine Magazine*, *Cosmopolitan Magazine*, *Martha Stewart Online*, *GQ*, *Women's Health Magazine*, *The Knot*, *Thrillist*, *Men's Journal*, *Hearst's BestProducts.com*
 - Regional: *Washington Post*, *Chicago Tribune*, *San Francisco Chronicle*, *7x7*, *Eater SF*, other regional newspapers
- Develop creative press events (in person and virtual) that tap into current trends and compel editors to write. Developed "Harvesting Stories" press outreach campaign for fall 2020 and continued into 2021 to leverage virtual technology and trending topics. Attendees include writers from *Newsweek*, *Worth*, *Forbes*, *Fortune*, *Food & Wine*, *Refinery29*, *Uproxx*, daily newspapers, and leading wine blogs and influencers.
- Established company "editor happy hours" in which agency team presents multiple client wines to highly sought-after editors in social setting.

Corporate Communications

- Approach: Buzz generation. Leverage the stories behind the people, the history, and assets of the company combined with trend-watching to place company within current public discourse.
- Established company social channels for client Campari America to engage with trade audiences and give platform for company to communicate key priorities and initiatives; grew into one of the largest IG followings for top 10 spirits company
- Skilled at writing issues statements free from ambiguity. Examples include statements on impacts of wildfires, COVID-19, malware attacks, and product shortages for trade, internal and consumer audiences.
- Secured speaking engagements for Campari America spokespeople at industry and marketing conferences including CMO Digital, AdTech, Wine & Spirits Daily Summit.
- Created company presentations that succinctly capture company ethos, accomplishments, and momentum.

Content Marketing

- Approach: Translate brand messages into compelling consumer campaigns.
- Create 360-degree campaigns featuring earned, owned, paid and shared content to generate buzz. Example: Geo-targeted Los Angeles awareness campaign for Hahn Family Wines featuring advertising buy with editorial component for myriad audiences, press education campaign, influencer partnership with digital sponsorship and in-person events, digital advertisements, social media content and amplification. <\$12 CPM, extremely efficient campaign.
- Develop campaigns that turn followers into advocates leveraging third-party endorsements and dynamic voices in the industry to convey company messages. Campari America's "Spirited Connections" campaign connected highly desired, but skeptical bartender audience with brands while simultaneously positioning the company as a thought leader. Multi-year campaign generated 10M+ impressions with extremely limited budget.
- Leverage influencers in larger marketing communication plans through successful partnerships with the right influencer voice, the right message, for the right brand.
- Skilled and swift copywriter. Work included in club newsletters, consumer emails, social media streams, company websites.

Management

- Approach: Create teams where individual strengths are leveraged and celebrated.
- Business Development: Develop effective new business pitches tailored to meet needs of prospective client. In 2020, responsible for landing and managing \$750K in annual fees.
- Responsible for marketing agency's stellar client retention rate of 4+ years demonstrating campaign success and client satisfaction.
- Leverage technology tools, such as video conferencing, Asana and Slack, that reduce communication barriers within teams and develop efficiencies and create strong company culture.
- Run effective meetings with stated goals, established agenda, champions, and deliverables.

Employment History

Visit Napa Valley | Director of Communications, Industry & Community Relations, 2022-Present

Benson Marketing Group | Vice President, 2004-Present

Robert Mondavi Corporation | PR Coordinator, 2000-2004

Services Division, USAF, Ramstein, Germany (civilian) | Publicist, 1999-2000

Education

Boston College
Bachelor of Arts & Sciences

Interests & Associations

Women of the Vine & Spirits professional organization; Volunteer: Napa Valley Can Do
Gardening, fly fishing, hiking and camping, confident home cook, yoga



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Professional Services Agreement No. 22-C23 with Universal Building Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve and authorize the Executive Director to execute Professional Services Agreement No. 22-C23 with Universal Building Services to provide various cleaning services at the Soscol Gateway Transit Center (SGTC) for two (2) years, with three one-year option extensions for a total project cost not to exceed \$436,251.

EXECUTIVE SUMMARY

The contract for the SGTC for janitorial services is currently on a month-to-month basis. NVTA released Request for Proposal No. 22-R03 on April 15, 2022 for Facility Cleaning Services to solicit proposals. Board approval will authorize the Executive Director to execute a five (5) year contract with Universal Building Services for a total project cost not to exceed \$436,251.

FISCAL IMPACT

Is there a Fiscal Impact? Yes - up to \$436,251 for five (5) years of service. Transportation Development Act (TDA) funds will be applied to this contract. The contract is for two (2) years with three (3) one-year extensions if performance is satisfactory.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary/Office Manager
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Professional Services Agreement No. 22-C23 with Universal Building Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve and authorize the Executive Director to execute Professional Services Agreement No. 22-C23 with Universal Building Services to provide various cleaning services at the Soscot Gateway Transit Center (SGTC) for two (2) years, with three one-year option extensions for a total project cost not to exceed \$436,251.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

NVRTA contracts with a firm to provide janitorial services and supplies at the Soscot Gateway Transit Center. The contract with the existing provider has ended and is now on a month-to-month basis.

Request for Proposal (RFP) No. 22-R03 was issued on April 15, 2022 inviting bids from firms for cleaning services. The RFP was advertised on NVRTA's website, NVRTA's public information board at the Soscot Gateway Transit Center, the print edition of the Napa Valley Register, publicpurchase.com, and direct emails to various vendors in the industry.

In addition to routine janitorial services, NVRTA may require occasional special and/or emergency cleanup services that would not be covered under this contract for one-time services such as pressure washing or exterior window cleaning. As such, the project costs include an added ten percent (10%) contingency beyond proposal costs submitted to meet incidental janitorial needs. NVRTA received proposals from three firms by the May

18, 2022 submission deadline: Integrity Construction and Maintenance, Universal Building Services, and Superior Building Services. Two of the three proposals were found to be responsive. Proposals were scored based upon qualifications, cost effectiveness, and the ability to provide services and products in conformance with NVTAs green business policies.

Staff recommends authorizing the Executive Director to execute a Professional Services Agreement with Universal Building Services, in the amount not to exceed \$436,251 for up to a five (5) year period. Transportation Development Act (TDA) funds will be applied to this contract. A contingency amount of 10% of the total cost be included in the contract to allow for minor variations within the scope of services and additional, non-routine services such as pressure washing or floor strip and wax. Renewal of the service will be considered at the end of the two (2) year base contract period.

Year 1:	\$76,112
Year 2:	\$76,112
Year 3 Option:	\$79,058
Year 4 Option:	\$81,434
Year 5 Option:	\$83,876
<u>Contingency:</u>	<u>\$39,659</u>
Total Project Budget:	\$436,251

Years 1 and 2 of the contract expenditures are incorporated in the fiscal year 2022-23 budget under Congestion Management Agency – Maintenance: Building/Improvements, which was approved by the Board as part of the biennial budget adoption. The successive years will be included in the next biennial budget process. The contract is for two (2) years with three (3) 1-year extensions if performance is satisfactory.

ALTERNATIVES

If the Board chooses not to approve the proposed agreement, all professional janitorial services will cease.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The services will maintain cleanliness and proper sanitation for all individuals visiting the Soscol Gateway Transit Center; including members of the public and staff members.

Goal 3: Use taxpayer dollars efficiently.

Thorough evaluation of the proposals and service costs were conducted.

ATTACHMENT(S)

(1) Draft Professional Services Agreement No. 22-C23



DRAFT

NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)

AGREEMENT NO. 22-C23

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVRTA", and Universal Building Services and Supply Co., whose mailing address is 3120 Pierce Street, Richmond, CA 94804, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVRTA wishes to obtain facility cleaning services for the Soscol Gateway Transit Center; and

WHEREAS, NVRTA has authorized the NVRTA Executive Director to enter into a contract for services at its June 15, 2022, meeting; and

WHEREAS, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NVRTA under the terms and conditions set forth herein;

TERMS

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

1. Term of the Agreement.

(a) The term of this Agreement shall commence on the date first above written and **shall expire on _____, 2027**, 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 CONTRACTOR to NVRTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

(b) The term of the Agreement shall be to the date shown above with the option to extend for up to three (3), one (1) year terms, at the sole discretion of NVRTA at the rates set forth in EXHIBIT B.

2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in EXHIBIT A, attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR 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 **\$436,251** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. **Method of Payment.**

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable who, after review and approval as to form and content, shall submit the invoice to the NVTA Manager of Finance no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR 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 Manager of Finance. 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 CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose,

including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR 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 CONTRACTOR.

7. **Insurance and Bonds.** CONTRACTOR 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 and bonds:

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR 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 CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Crime Coverage or Crime Bond. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement an insurance policy or bond to protect NVTa against the risk of theft by CONTRACTOR's employees in an amount not less than \$25,000 per claim. Any insurance policy shall be 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.

(d) 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 CONTRACTOR with NVTa's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR'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) CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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.

(e) **Performance Bond.** CONTRACTOR shall furnish at the time of executing this Agreement, a performance bond satisfactory to NVTA in an amount equal to \$10,000, as a guarantee of good faith on behalf of CONTRACTOR that the terms of this Agreement shall be complied with in every particular. Such performance bond shall remain in effect until the termination or expiration of this Agreement.

(f) **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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors 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 contractors or their subcontractors. 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.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR 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, CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTA from CONTRACTOR is determined.

13. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NVTA

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

CONTRACTOR

Dario DeVincenzi
Operations Manager
3120 Pierce Street
Richmond, CA 94804

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONTRACTOR 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 contractors.

(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 subcontractor's of CONTRACTOR 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 CONTRACTOR which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR 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, CONTRACTOR shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR'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 CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR 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 CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTa, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws.** CONTRACTOR 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, CONTRACTOR and its subcontractor'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. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and any of its subcontractor'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. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable

Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

21. **Taxes.** CONTRACTOR 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. CONTRACTOR agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR 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 CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR 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 CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR

agrees to timely comply with all filing obligations for a consultant under NVTAs 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 NVTAs from publishing or otherwise distributing applications and information regarding NVTAs job openings where such publication or distribution is directed to the general public.

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

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

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

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

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

31. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURE PAGE TO FOLLOW]

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

“NVT A”

“CONTRACTOR”

Universal Building Services and
Supply Co.

By _____
KATE MILLER, Executive Director

By _____
DARIO DEVINCENZI
Operations Manager

ATTEST:

By _____
LAURA SANDERLIN, NVT A Board Secretary

By _____
NAME, Position

Approved as to Form:

By _____
NVT A General Counsel

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTA with the following services:

See attached

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR 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.

**NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa) AND
SOSCOL GATEWAY TRANSIT CENTER**

FACILITY CLEANING SCOPE OF WORK

**All products and supplies must comply with NVTa's Green Business Policy
5.1.4.2B Cleaning Supplies (attached)**

NVTa OFFICE

OFFICE AREA (Tuesday & Friday)

1. Empty waste receptacles and replace liners when wet or torn
2. Dust desks, chairs, counters and all other office furniture
3. Clean desk tops, counters, door frames, doors and walls removing all fingermarks, smudges, scuffs, etc.
4. Vacuum all carpet
5. Clean glass in entrance doors, downstairs and upstairs, including board room
6. Dust windowsills, picture frames and blinds
7. Remove cobwebs throughout
8. Dust air grilles and emergency fixtures once per month

RESTROOMS – Lobby and 2nd floor (Tuesday & Friday)

1. Empty waste receptacles and replace liners
2. Clean all mirrors and fixtures
3. Sinks, toilets and urinal are to be kept free of scale at all times
4. Flush urinal with hot water
5. Clean all lavatory fixtures with green/ecofriendly disinfectant cleaners
6. Flush all toilets with water and green/ecofriendly germicidal solution
7. Wash underside and tops of toilet seats with green/ecofriendly disinfectant solution
8. Refill soap, towel, tissue and toilet seat cover dispensers as needed
9. Dust air grilles and emergency fixtures once per month
10. Remove cobwebs
11. Sweep and damp mop floors

LUNCHROOM (Tuesday & Friday)

1. Empty waste receptacles and replace liners, use biodegradable liners for the recycling and compost receptacles
2. Clean sink and counters
3. Wipe down cabinet facings and outside of refrigerator
4. Clean microwave

continued

5. Sweep and damp mop floor
6. Dust all flat surfaces and windowsills
7. Remove cobwebs

Clean inside of the refrigerator once per month.

CONFERENCE ROOM 2nd Floor (Tuesday & Friday)

1. Empty waste receptacles and replace liners when wet or torn
2. Dust all flat surfaces and windowsills
3. Clean conference room table
4. Vacuum carpet
5. Remove cobwebs
6. Dust air grilles and emergency fixtures as needed

BOARD ROOM 1st Floor (Tuesday & Friday)

1. Empty waste receptacles and replace liners when wet or torn
2. Dust all flat surfaces and windowsills
3. Remove cobwebs
4. Dust air grilles and emergency fixtures once per month
5. Clean sink and counters
6. Vacuum carpet
7. Clean glass entrance doors
8. Clean tables

STAIRWAYS AND DOWNSTAIRS LOBBY (Tuesday & Friday)

1. Wipe handrails clean
2. Sweep and damp mop stairs (north and south sets)
3. Sweep and damp mop floor – pour water down drain on west side

HALLWAY 2nd floor (Tuesday & Friday)

1. Vacuum hallway carpet

MULTI-USE ROOM (DOWNSTAIRS) (Friday)

1. Empty wastepaper baskets
2. Dust desks, chairs, counters, cabinets, and other furniture
3. Clean tabletops and glass tops
4. Remove spots and fingerprints from doors and walls
5. Vacuum all carpet
6. Spot clean carpets
7. Remove cobwebs

continued

SOSCOL GATEWAY TRANSIT CENTER

PUBLIC RESTROOMS – 1st floor (Monday – Friday: 3 times per day - mid-morning, mid-afternoon and evening, Saturday: 2 times per day - noon and evening)

1. Empty waste receptacles and replace liners
2. Clean all mirrors and fixtures
3. Sinks and toilets are to be kept free of scale at all times
4. Clean all lavatory fixtures with green/ecofriendly disinfectant cleaners
5. Flush all toilets with water and green/ecofriendly germicidal solution
6. Wash underside and tops of toilet seats with green/ecofriendly disinfectant solution
7. Refill soap, towel, tissue dispensers
8. Sweep and damp mop floors
9. Dust air grilles and emergency fixtures once per month
10. Remove cobwebs
11. Sign sheet showing restroom cleaning completed

CUSTOMER SERVICE (TICKET SALES) OFFICE (Tuesday & Friday)

1. Empty waste receptacles and replace liners when wet or torn
2. Dust desks, chairs, counters and all other office furniture
3. Clean door frames, doors and walls removing all fingermarks, smudges, scuffs, etc.
4. Sweep and mop floor
5. Clean glass in entrance door
6. Dust window sills, picture frames and blinds
7. Remove cobwebs
8. Dust air grilles and emergency fixtures once per month

CUSTOMER SERVICE BREAKROOM (Tuesday & Friday)

1. Empty waste receptacles and replace liners, use biodegradable liners for the recycling and compost receptacles
2. Clean sink and counter areas
3. Wipe down cabinet facings and outside of refrigerator
4. Clean microwave
5. Clean glass in entrance door
6. Sweep and damp mop floor

BREEZEWAY – Daily

1. Clean water fountains with green/ecofriendly disinfectant cleaner

continued

ADDITIONAL SERVICES AVAILABLE - NOT COVERED UNDER THIS AGREEMENT

1. Carpet cleaning
2. Window cleaning
3. Floor stripping and waxing
4. Pressure wash walkways, bus bays and building
5. High touch surface sanitizing (all high touch areas such as door handles, faucets, countertops, conference room tables, elevator buttons, Monday through Friday)
6. Additional cleaning all five (5) restrooms, 1st & 2nd Floors twice per day, public restrooms four times during BottleRock Friday-Sunday – morning, late morning, early afternoon, late afternoon, early evening
7. Annual deep cleaning – dusting of all light fixtures and cabling, shampoo fabric chairs
– upstairs office and customer service office, clean all vents including floor vents, with cleaning solution and clean carpets

CONTRACTOR must obtain NVTA's approval prior to performing any additional services and/or tasks not listed in the scope of work.

Napa Valley Transportation Authority

5.1.4.2.B GREEN BUSINESS POLICY

Cleaning Supplies

Purchase Policy

Cleaning supplies will preferably be third party certified by GreenSeal, EPA Design for the Environment, or EcoLogo and shall be:

- a. Biodegradable.
- b. **non antibacterial**
- c. No or low VOC.

Additional Options

- a. No aerosol products.

Janitorial Service

- Inform janitorial service provider of green practices by including them in the services contract or through written communication with the company.
- Perform quality control checks to ensure green practices are being followed.

Paper products

Purchase Policy

Paper Towels should have:

- a. Minimum 35% post-consumer recycled content.

Paper products shall:

- a. Have recycled content.
- b. Be made of alternative materials.
- c. Have no chlorine bleach.

Additional Options

Paper products shall:

- a. Be of a smaller size.
- b. Have smaller size sheets (i.e., paper towels).

EXHIBIT B

COST SHEET / FEE SCHEDULE

SOSCOL GATEWAY TRANSIT SERVICES FACILITY CLEANING SERVICES

See attached schedule

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed the amount shown per task and/or the total amount shown under EXHIBIT B of \$436,251.

Maximum payments under this Agreement shall not be construed as guaranteed sums.

Subject to the Agreement, CONTRACTOR shall periodically invoice NVTA based on progress towards completion of each task/deliverables listed.

CONTRACTOR must obtain NVTA's approval prior to performing any additional services and/or tasks not listed in the scope of work.

NOTE: Price in "Year 1 & 2" column is a 2 year price.
ie. Total of Year 1 plus year 2.

COST SHEET

COMPANY: UNIVERSAL BUILDING SERVICES AND SUPPLY CO

ITEM	DESCRIPTION	YEAR 1 & 2	OPTION YEAR 3	OPTION YEAR 4	OPTION YEAR 5
SOSCOL GATEWAY TRANSIT CENTER - 2ND FLOOR					
2-10	OFFICE/WORKSPACE AREAS	\$ 6,408	\$ 3,364	\$ 3,465	\$ 3,569
11-21	RESTROOMS (2)	\$ 3,216	\$ 1,688	\$ 1,739	\$ 1,791
22-28	EMPLOYEE BREAKROOM	\$ 1,608	\$ 844	\$ 870	\$ 896
29-35	CONFERENCE ROOM	\$ 322	\$ 169	\$ 174	\$ 179
36-38	HALLWAY	\$ 322	\$ 169	\$ 174	\$ 179
39-42	LOBBY/WAITING AREA	\$ 322	\$ 169	\$ 174	\$ 179
43-45	STAIRWAYS - LOBBY & SOUTH	\$ 322	\$ 169	\$ 174	\$ 179
	SUBTOTAL 1	\$12,520	\$ 6,572	\$ 6,770	\$ 6,972
SOSCOL GATEWAY TRANSIT CENTER - 1ST FLOOR					
47-58	PUBLIC RESTROOMS (2) - BREEZEWAY	\$73,584	\$38,631	\$39,791	\$40,985
59-67	CUSTOMER SERVICE/TICKET OFFICE	\$ 1,608	\$ 844	\$ 870	\$ 896
68-73	EMPLOYEE BREAKROOM	\$ 1,608	\$ 844	\$ 870	\$ 896
74-75	BREEZEWAY	\$ 1,608	\$ 844	\$ 870	\$ 896
76-82	BOARD ROOM	\$ 3,216	\$ 1,686	\$ 1,737	\$ 1,789
84-86	LOBBY	\$ 1,608	\$ 844	\$ 870	\$ 896
87-88	ELEVATOR	\$ 1,008	\$ 529	\$ 545	\$ 561
89-98	RESTROOM (1) - BOARD ROOM - LOBBY	\$ 1,608	\$ 844	\$ 870	\$ 896
99-106	MULTI-USE ROOM (DOWNSTAIRS)	\$ 6,408	\$ 3,364	\$ 3,464	\$ 3,569
	SUBTOTAL 2	\$92,256	\$48,430	\$49,887	\$51,384
	TOTAL (SUBTOTALS 1 & 2)	\$104,776	\$55,002	\$56,657	\$58,356

ADDITIONAL SERVICES

108	CARPET CLEANING 2X per year	\$ 1,088	\$ 571	\$ 588	\$ 606
109	WINDOW CLEANING 2X per year	\$ 6,524	\$ 3,425	\$ 3,528	\$ 3,634
110	FLOOR STRIP & WAX 2X per year	\$ 1,088	\$ 571	\$ 588	\$ 606
111	PRESSURE WASH BUILDING & BUS BAYS 2X per year	\$10,500	\$ 5,513	\$ 5,678	\$ 5,848
112	PRESSURE WASH BUILDING SIDING**	\$ 1,250	\$ 1,313	\$ 1,352	\$ 1,392
113	HIGH TOUCH SURFACE SANITIZING Daily	\$33,672	\$17,678	\$18,208	\$18,754
114	ADD'T'L RESTROOM CLEANING DURING BOTTLEROCK **	\$ 204	\$ 214	\$ 221	\$ 227
107	ANNUAL DEEP CLEANING 1X per year	\$ 1,628	\$ 855	\$ 880	\$ 907

** No Frequency specified - price is per time.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Nomination, Discussion, and Election of Chair and Vice Chair for Fiscal Year 2022-23 (FY2022-23).

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive a report out from the nominating committee and to elect a Chair and Vice Chair for NVTA for Fiscal Year (FY) 2022-23.

EXECUTIVE SUMMARY

The term for the Chair Pedroza and Vice Chair Alessio will end on June 30th of this year. The nominating committee composed of board members Chris Canning, John Dunbar, and Alfredo Pedroza deliberated. Their recommendation will be presented at the meeting for the Board's consideration.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary/Office Manager
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Nomination, Discussion, and Election of Chair and Vice Chair for Fiscal Year (FY) 2022-23

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive a report out from the nominating committee and to elect a Chair and Vice Chair for NVRTA for Fiscal Year (FY) 2022-23.

COMMITTEE RECOMMENDATION

None

BACKGROUND

In June of 2000, the Board adopted a policy that allows a two-year term for the Chair and Vice Chair with an annual vote of approval by the Board. The terms are consistent with the agency's fiscal year and begin on July 1 and end on June 30.

The term for the Chair Pedroza and Vice Chair Alessio will end on June 30th this year. The nominating committee composed of Directors Canning, Dunbar, and Pedroza deliberated. Their recommendation will be presented at the meeting for the Board's consideration.

ALTERNATIVES

The Board could decide not to appoint a new Chair or Vice Chair and Chair Pedroza and Vice Chair Alessio would continue serving in those positions until new appointments are made.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Fiscal Year 2022-23 Salary Ranges for Napa Valley Transportation Authority (NVTA) Job Classifications

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 22-18 (Attachment 1) adopting the FY 2022-23 Salary Ranges for NVTA Job Classifications.

EXECUTIVE SUMMARY

At the February 19, 2014, meeting, the Board approved a revision to Section 2.10 Performance Evaluation of the NVTA Policies, Practices, and Procedures Personnel Policies which established that pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI), whichever is greater. For year ending 2021, the average increase for the County of Napa (4%), Sonoma County Transportation Authority (0%) and Solano Transportation Authority (1.2%) equaled 1.7%. The Bay Area CPI was 4.2%.

FISCAL IMPACT

Is there a Fiscal Impact? No, not for this action. Only the salary ranges will be adjusted, not employee salaries. Individual employee salary increases are based on employee performance.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8633/ Email: lsanderlin@nvta.ca.gov
SUBJECT: Fiscal Year 2022-23 Salary Ranges for Napa Valley Transportation Authority (NVRTA) Job Classifications

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution No. 22-18 (Attachment 1) approving the Fiscal Year (FY) 2022-23 Salary Ranges for NVRTA Job Classifications.

COMMITTEE RECOMMENDATION

None

BACKGROUND

At the February 19, 2014, meeting, the Board approved a revision to Section 2.10 Performance Evaluation of the NVRTA Policies, Practices, and Procedures Personnel Policies which established that pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) whichever is greater.

For FY 2021-22, the Board approved Resolution 21-19 adopting salary ranges based on both Bay Area CPI and findings from a compensation study prepared by staff. The bottom range of each classification was adjusted by 2% (Bay Area CPI) and the top range was adjusted to be consistent with the average salary amount by classifications in the compensation study. Subsequently, the salary range for the position of Program Manager – Engineer was updated via Resolution 22-08 (Attachment 2) in order to draw more eligible applicants.

In staff's recent review of the salary ranges, it was noted that the Transit Manager position salary was less than the agency's principal planning and engineering positions. This was corrected on the table to be equal to the principal classification which is commensurate with the position's responsibilities and function.

For FY 2022-23, the proposed salary ranges in Resolution 22-18 (Attachment 1) are based on the Bay Area CPI. The average increase for the County of Napa (4%), Sonoma County Transportation Authority (0%) and Solano Transportation Authority (1.2%) equaled 1.7% whereas the CPI was 4.2%.

ALTERNATIVES

The Board could decide not approve the annual proposed salary ranges based on the Bay Area CPI. However, certain employees would be working "out of class" as their merit increases would place their salaries above the outdated ranges.

STRATEGIC GOALS MET BY THIS PROPOSAL

Not applicable.

ATTACHMENTS

- (1) Resolution 22-18 FY 2022-23 (Proposed) Salary Ranges
- (2) Resolution No. 22-08 FY 2021-22 Salary Ranges

RESOLUTION No 22-18

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
APPROVING FISCAL YEAR (FY) 2022-23 SALARY RANGES FOR
NVTA JOB CLASSIFICATIONS**

WHEREAS, the NVTA policy is to establish and maintain a general compensation and classification structure for NVTA employees that is externally competitive and internally aligned; and

WHEREAS, the compensation plan, including salary ranges, are reviewed and updated regularly based on marketplace survey data, internal relationships, and NVTA financial constraints; and

WHEREAS, on October 19, 2011, the Board approved Resolution No. 11-25 establishing compensation ranges for NVTA job classifications; and

WHEREAS, on February 19, 2014, the Board revised Section 2.10 Performance Evaluation of the NVTA Policies, Practices, and Procedures Personnel policies which established that pay grade ranges will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater; and

WHEREAS, the average increase in the 2021 indexes for the County of Napa (4%), Sonoma County Transportation Authority (0%) and Solano Transportation Authority (1.2%) equals 1.7%, and the Bay Area CPI Index ending December 2021 is 4.2%.

///

///

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa Valley Transportation Authority that the FY 2022-23 Salary Ranges for NVTa Job Classifications in Exhibit A, which reflects a 4.2% increase to the minimum and maximum ranges based on the Bay Area CPI Index ending December 2021.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on June 15, 2022 by the following vote:

Alfredo Pedroza, NVTa Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTa Board Secretary

APPROVED:

Osman Mufti, NVTa Legal Counsel

EXHIBIT “A”

FY 2022-23	Monthly Salary Range	
Job Title	Minimum	Maximum
Executive Director	Separate Contract	
Director - Administration, Finance and Policy	\$12,031	\$15,570
Director - Capital Development and Planning	\$12,031	\$15,570
Program Manager – Engineering and Projects*	\$12,031	\$15,570
Program Manager - Public Transit	\$9,137	\$12,867
Principal Program Planner/Administrator	\$9,137	\$12,867
Senior Program Planner/Administrator	\$8,305	\$11,134
Associate Program Planner/Administrator	\$7,261	\$9,279
Assistant Program Planner/Administrator	\$6,280	\$7,858
Transportation Program Planner and Policy Analyst	\$6,280	\$10,248
Information and Marketing Specialist	\$7,261	\$10,248
Senior Financial Analyst	\$7,261	\$9,809
Accounting Technician	\$5,994	\$7,644
Senior Administrative Technician	\$5,994	\$7,644
Administration Technician (Office Coordinator)	\$5,213	\$6,644

- In addition to the approved salary range, a hiring incentive payment of up to \$20,000 structured as incremental payments over a one-year period may be paid as salary.



RESOLUTION No 22-08

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)
AMENDING FISCAL YEAR (FY) 2021-22 SALARY RANGES FOR
NVRTA JOB CLASSIFICATIONS**

WHEREAS, the NVRTA policy is to establish and maintain a general compensation and classification structure for NVRTA employees that is externally competitive and internally aligned; and

WHEREAS, the compensation plan, including salary ranges, should be reviewed and updated as necessary based on marketplace survey data, internal relationships, and NVRTA financial constraints; and

WHEREAS, a comprehensive compensation study for all NVRTA job classifications was conducted in July 2010 by Cooperative Personnel Services Human Resources Consulting; and

WHEREAS, on June 15, 2011, the Board approved an updated compensation plan based on the findings of such study; and

WHEREAS, on October 19, 2011, the Board approved Resolution No. 11-25 establishing compensation ranges for NVRTA job classifications; and

WHEREAS, on February 19, 2014, the Board revised Section 2.10 Performance Evaluation of the NVRTA Policies, Practices, and Procedures Personnel policies which established that pay grade ranges will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater; and

WHEREAS, the average increase in the 2020 indexes for the County of Napa (0%), Sonoma County Transportation Authority (0%) and Solano Transportation Authority (0%) equals 0%, and the Bay Area CPI Index ending December 2020 is 2.0%.

WHEREAS, a compensation study concluded by NVRTA staff in May 2021 analyzed salary schedules at the following agencies: Alameda County Transportation Commission, Contra Costa Transportation Authority, Transportation Authority of Marin, San Francisco County Transportation Authority, Santa Clara Valley Transportation Authority, Solano Transportation Authority, Sonoma County Transportation Authority, City of Napa, County of Napa, Fairfield and Suisun Transit, Petaluma Transit, Santa Rosa City Bus, Vacaville City Bus and Soltrans; and

WHEREAS, on July 21, 2021 the FY 2021-22 minimum salary ranges for NVTa Job Classifications, which reflected the Bay Area Consumer Price Index (CPI) of 2.0% and FY 2021-22 maximum salary ranges for NVTa Job Classifications, which reflected the competitive marketplace data founded in the recent compensation study, were adopted by the Napa Valley Transportation Authority Board of Directors;

WHEREAS, a compensation study of salary schedules was completed in January 2022 from Alameda County Transportation Commission, Contra Costa Transportation Authority, San Francisco County Transportation Authority, and Santa Clara Valley Transportation Authority, comparable to the NVTa position of Program Manager - Engineering; and

WHEREAS, the findings of the compensation comparison reflected lack of competitiveness within the labor market for that classification; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa Valley Transportation Authority that the FY 2021-22 minimum and maximum salary range for NVTa Job Classification of Program Manager - Engineering, which reflects the competitive marketplace data and meets but does not exceed the Director classification salary range, are hereby adopted as set forth in Exhibit "A", which includes approval of an hiring incentive payment due to the Authority's current project needs and competitive marketplace.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on February 16, 2022, by the following vote:



Alfredo Pedroza, NVTa Chair

Ayes:

Garcia(2), Joseph(2),
Canning(1), Sedgley(5),
Pedroza(2), Ramos(2),
Dohring(1), Ellsworth(1),
Knight(1), Dunbar(1)

Nays:

None

Absent:

Alessio(5), Kraus(1)

ATTEST:



Laura Sanderlin, NVTa Board Secretary

APPROVED:



DeeAnne Gillick, NVTa Legal Counsel

EXHIBIT "A"

FY 2021-22		Monthly Salary Range	
Job Title		Minimum	Maximum
Executive Director		Separate Contract	
Director - Administration, Finance and Policy		\$11,547	\$14,943
Director - Capital Development and Planning		\$11,547	\$14,943
Program Manager – Engineering and Projects*		\$11,547	\$14,943
Program Manager - Public Transit		\$9,607	\$11,547
Principle Program Planner/Administrator		\$8,769	\$12,349
Senior Program Planner/Administrator		\$7,971	\$10,686
Associate Program Planner/Administrator		\$6,969	\$8,905
Assistant Program Planner/Administrator		\$6,027	\$7,542
Transportation Program Planner and Policy Analyst		\$6,027	\$9,835
Communications Officer		\$6,969	\$9,835
Senior Financial Analyst		\$6,969	\$9,398
Accounting Technician		\$5,753	\$7,336
Senior Administrative Technician		\$5,753	\$7,336
Administration Technician (Office Coordinator)		\$5,003	\$6,377

- In addition to the approved salary range, a hiring incentive payment of up to \$20,000 structured as incremental payments over a one-year period may be paid as salary.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Federal and State Legislative Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update prepared by K&L Gates and Platinum Advisors and the State Legislative update prepared by Platinum Advisors.

EXECUTIVE SUMMARY

The attached memos from Platinum Advisor/K&L Gates and Platinum Advisors summarize the federal and state legislative activities respectively.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

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

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive the Federal Legislative update prepared by K&L Gates and Platinum Advisors (Attachment 1) and the State Legislative update prepared by Platinum Advisors (Attachment 2) and State Bill Matrix (Attachment 3).

EXECUTIVE SUMMARY

Federal Update:

Congress is understandably distracted by a number of current events – primarily the recent mass shootings in New York and Texas as well as the baby formula shortage. Nevertheless, Congress did act to authorize an additional \$40 billion in aid to Ukraine. It has also taken up discussions on how to address the soaring gas prices and have considered a gas rebate or gas tax holiday but neither moved forward. This would have exacerbated the looming shortfall in the Highway Trust Fund (funds used for highway and transit block grants and discretionary programs) which is the result of more fuel-efficient cars and that the federal excise gas tax has not been increased since 1993.

The Senate passed S.3011 which allows greater flexibility for states, tribes, territories, and localities to use COVID-19 relief funds for new spending categories including natural disasters and infrastructure projects.

The White House released the “Permitting Action Plan” that is intended to strengthen environmental reviews and at the same time accelerate delivery of America’s infrastructure upgrades. It will do so by improving coordination between federal agencies, establish clear timelines, improve outreach efforts, and improve agency responsiveness.

The Department of Transportation (DOT) announced \$1 billion in FY 2022 funding for the new Safe Streets and Roads for All discretionary grant program. FHWA announced that an additional \$1.14 billion will be available for bridge replacement and rehabilitation. The \$1.14 billion is part of the DOT's Appropriations Act of 2022. Agencies must have an Action Plan in place to be eligible. NVTa staff hopes to prepare an action plan or safety plan over the next year which will bring all jurisdictions and NVTa into compliance by next year to ensure eligibility for next year's funding cycle.

State Update:

Following along last month's memo which summarized Governor Newsome's budget revision, it seems that the Gann limit (or State Appropriations Limit (SAL)) may only be exceeded by a small amount and only likely to impact the 2022-23 budget. The legislature can address this through capital expenditures. The Rainy-day fund has reached its constitutional maximum of \$23.3 billion and the \$476 million excess is slated for infrastructure investments in 2022-23. The attached memo from Platinum Advisors summarizes proposed transportation-related budget items reported to the Board last month. There is still opportunity for the legislature to carve out additional transportation-related funding in the budget and there is much pressure by transportation officials around the state on the legislature to do so.

ATTACHMENTS

- (1) May 27, 2022 Federal Update (K&L Gates and Platinum Advisors)
- (2) May 31, 2022 State Budget Update (Platinum Advisors)
- (3) May 31, 2022 State Bill Matrix (Platinum Advisors)

MEMO

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority (NVTa)

FROM: George Riccardo, K&L Gates
Jess Aune, Platinum Advisors

DATE: May 27, 2022

RE: May Monthly Report

State of Play and Congressional Update

This past month Congress was forced to respond to crises on multiple fronts, which distracted Democratic leadership from making progress on their overarching policy goals, such as reconciliation. A few of the issues requiring immediate response included aid for Ukraine, abortion rights, COVID relief funding, a baby formula shortage and rising gas prices. The tragic events from Uvalde, Texas now further complicate the already congested Congressional calendar as gun rights will be the focus of conversations in the coming weeks.

The Senate ultimately passed an additional \$40 billion in aid for Ukraine despite some antics from Senator Rand Paul that delayed its passage. However, the aid package received strong bipartisan support with Senate Minority Leader Mitch McConnell helping shepherd the bill through. This was not the case when it came to additional COVID funding. The Biden Administration had made repeated requests for Congress to provide additional funding to purchase vaccines and prepare to combat potential variants Americans may face in the coming months. Despite multiple attempts to reach a deal, there has been little progress on this effort, and without a must pass vehicle to attach the legislation to, it will be difficult to advance in both chambers.

In recent weeks, the baby formula shortage has been receiving significant attention in Washington, DC. The House passed \$28 million in emergency funding for the Food and Drug Administration (FDA) to strengthen inspections of foreign baby formula plants. The Senate also unanimously passed the Access to Baby Formula Act, which dictates that formula manufacturers plan for shortages. President Biden also invoked the Defense Production Act and announced Operation Fly Formula which authorized Department of Homeland Security (DHS) and Department of Agriculture to utilize commercial planes from the Department of Defense (DOD) to import baby formula from abroad. Despite all this action, it will be a several weeks before the crisis is fully resolved.

There has also been a great deal of discussion on Capitol Hill about how to address gas prices that are rising at an alarming rate. Proposals included a gas rebate and a gas tax holiday, but neither has gained traction. The House passed a bill that banned excessive

gas prices and gauging by oil companies, however the companion bill stalled in the Senate Commerce Committee.

After some initial hesitation from the progressive wing of the Democratic Party, the House passed the Domestic Terrorism Prevention Act which would create domestic terrorism offices in the Federal Bureau of Investigations (FBI), Department of Justice (DOJ) and DHS. The negotiations in the Democratic caucus led to only one Republican voting in favor of this legislation – Congressman Adam Kinzinger. The three Republican co-sponsors, Brian Fitzpatrick, Fred Upton and Don Bacon, voted against the bill. Majority Leader Chuck Schumer brought this legislation up for a vote in the Senate on May 26th, but he was unable to garner the Republican votes to avoid a filibuster.

The conference committee process for the Bipartisan Innovation Act (also known as USICA and COMPETES Act) officially began earlier this month with an opening meeting between conferees on May 12th. The House and Senate Leadership also agreed to a timeline for the negotiations and are aiming to complete all legislative items by May 25th and to complete the conference report by June 21st. The conference committee ultimately did not meet that deadline and Speaker Pelosi was recently quoted saying she hopes a deal can be reached by the July 4th holiday. Both chambers continue to negotiate the differences between the versions, with many predicting the final product will be much closer to the Senate version that passed with 68 votes last summer.

This month we also saw primary season officially begin and the focus on Capitol Hill slant more towards the midterm elections in November. After months of President Biden's sinking approval ratings, Democratic members in vulnerable seats are frustrated with party leadership about the lack of achievements they can campaign on at home. While Senator Manchin and others still discuss a potential reconciliation package, the chance of something passing appears slim with limited time left to negotiate and many other priorities taking center stage.

Pending Legislation of Interest

S.3011 - State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act

Sponsor: Senator John Cornyn (R-TX)

Cosponsors: 11

Status: Passed Senate

Summary: This bill allows states, tribes, territories, and localities to use certain COVID-19 relief funds for new categories of spending, including for natural disasters and infrastructure projects. Specifically, recipients may use funds for emergency relief from natural disasters and associated negative economic impacts of natural disasters. In addition, recipients may use a portion of their COVID-19 relief funds for designated infrastructure projects, such as nationally significant freight and highway projects. Furthermore, the bill allows recipients to expend COVID-19 relief funds on these types of infrastructure projects until September 30, 2026.

Outlook: The House companion ([H.R.5735](#)) has been introduced and is gaining cosponsors, though there has not been any movement.

White House Executive Office of the President

The Biden-Harris Administration released a new [Permitting Action Plan](#) to strengthen and accelerate federal permitting and environmental reviews by fully leveraging existing permitting authorities, as well as new provisions in the Bipartisan Infrastructure Law. The Action Plan outlines the Administration's strategy for ensuring that federal environmental reviews and permitting processes are effective, efficient, and transparent, guided by the best available science to promote positive environmental and community outcomes, and shaped by early and meaningful public engagement. The Permitting Action Plan is built on five key elements that will help ensure the timely and effective delivery of crucial upgrades to America's infrastructure:

- Accelerating Smart Permitting through Early Cross-Agency Coordination
- Establishing Clear Timeline Goals and Tracking Key Project Information
- Engaging in Early and Meaningful Outreach with Local Communities
- Improving Agency Responsiveness, Technical Assistance, and Support
- Using Agency Resources and Environmental Reviews to Improve Impact

More details from the Administration's Action Plan can be found [here](#).

Additionally, the White House released a Bipartisan Infrastructure Law [technical assistance guide](#) to help state, local, Tribal, and territorial governments navigate, access, and deploy infrastructure resources. The Biden Administration has identified over \$700 million in dedicated funding across more than 65 technical assistance programs. The guide, building on the [Bipartisan Infrastructure Law Guidebook](#) and [Rural Playbook](#), highlights programs that help communities navigate programs and resources that can help them deliver infrastructure projects. Since President Biden signed the Bipartisan Infrastructure Law six months ago, more than \$110 billion has been announced and allocated to states and communities from formula and competitive programs for roads and highways, bridges, ports, airports, and water systems, with another nearly \$100 billion in notices of funding availability for competitive programs now underway. More details on this release can be found [here](#).

Department of Transportation (DOT) Updates

The DOT has announced that the application process is now open for communities of all sizes to apply for \$1 billion in FY22 funding to help them ensure safe streets and roads for all and address the national roadway safety crisis. The Bipartisan Infrastructure Law's new Safe Streets and Roads for All discretionary grant program provides dedicated funding to support regional, local, and Tribal plans, projects and strategies that will prevent roadway deaths and serious injuries. Funding can also be used to support robust stakeholder engagement in order to ensure that all community members have a voice in developing plans, projects and strategies. The funding supports DOT's National Roadway

Safety Strategy and collaborative efforts to advance the Safe System Approach and address safety by implementing redundant measures that lead to multiple types and layers of protection. Applications are due on or before Sept. 15, 2022. More information on this announcement can be found [here](#).

The DOT has also released its latest Transportation Supply Chain Indicators Tracker, as part of the Administration's Supply Chain Disruptions Task Force. Despite challenges, there are signs of progress in our goods movement chain. The total number of container ships waiting for berths at U.S. ports has dropped by 47% since peaking in early February, even as containerized imports increased sharply in March for most U.S. ports. The Ports of Los Angeles, Long Beach, and New York/New Jersey, collectively the top 3 for container volume to the U.S., imported 260,000 more containers in March versus February—a 12% increase and the all-time highest month for the Port Authority of New York and New Jersey. Overall, U.S. ports imported nearly a half-percent more in the first quarter of 2022 than during the first three months of last year, and real retail inventories excluding autos are at their highest levels in history and more than 8 percent above pre-pandemic levels. More details can be found [here](#).

Secretary Pete Buttigieg announced that Michigan Attorney General Dana Nessel – an attorney general who has prioritized protecting consumers and defending civil rights – will act as the state representative and new Chair of the Aviation Consumer Protection Advisory Committee. Attorney General Nessel is succeeding Massachusetts Attorney General Maura Healey as state representative and Chair. The ACPAC evaluates existing aviation consumer protection programs and provides recommendations to the Secretary for strengthening these efforts. The Department is also announcing that the next meeting of the ACPAC will take place in person at DOT headquarters on June 28 and 29. Two topics will be addressed at the June meeting: (1) Airline Ancillary Service Fees; and (2) Availability of Airline Flight Information. More details can be found [here](#).

Federal Highway Administration (FHWA)

The FHWA announced an additional \$1.14 billion in formula funding for bridge repair and replacement. The \$1.14 billion in funding for bridge replacement and rehabilitation was provided by the Department of Transportation Appropriations Act, 2022 and complements the Bipartisan Infrastructure Law's focus on bridge improvement and safety, which included \$27.5 billion for the Bridge Formula Program and \$12.5 billion for the Bridge Investment Program. FHWA also announced updates to the National Bridge Inspection Standards. This is part of a process to periodically update the NBIS to continue to strengthen safety inspections and oversight processes nationwide. The changes announced will help improve bridge safety by ensuring the uniformity of inspections and evaluations, clarifying responsibilities, and requiring action for higher risk issues. More details can be found [here](#).

Federal Transit Administration (FTA)

The FTA has announced the appointment of Veronica Vanterpool as its new Deputy Administrator. Vanterpool has served as Senior Advisor in the FTA Office of the Administrator since August 2021. In her role as Senior Advisor, Vanterpool provided oversight and guidance for the development of FTA's first Strategic Plan published in more than 20 years; led FTA's first-ever listening session series on Transit Oriented Development; and serves as the agency's representative on groups such as the White House Interagency Policy Council Puerto Rico Working Group and the Joint Office of Energy and Transportation. Prior to joining FTA, Vanterpool served as the first Chief Innovation Officer at Delaware Transit Corporation. More information on the appointment can be found [here](#).

The FTA announced the availability of approximately \$13 million in competitive grant funds through its Pilot Program for Transit-Oriented Development Planning. TOD looks at the relationship among transit, housing, and land use and recognizes that better planning can help reduce costs for American families. With the Bipartisan Infrastructure Law, funding for the TOD Planning grant program was bolstered by 38% and will send nearly \$70 million to communities across the country over the next five years. To apply for program funding, an applicant must be an existing FTA recipient – either a project sponsor of an eligible transit project or an entity with land use planning authority in the project corridor. To ensure that work meets the needs of the local community, transit project sponsors, and land use planning authorities must partner to conduct the planning work. The application period will close on Monday, July 25. More details can be found [here](#).

National Highway Traffic Safety Administration (NHTSA)

NHTSA has released its [early estimate](#) of traffic fatalities for 2021. NHTSA projects that an estimated 42,915 people died in motor vehicle traffic crashes last year, a 10.5% increase from the 38,824 fatalities in 2020. The projection is the highest number of fatalities since 2005 and the largest annual percentage increase in the Fatality Analysis Reporting System's history. The full-year estimate of 2021 traffic fatalities also provides a look at state-level estimates during the pandemic. As in 2020, all 10 NHTSA regions are estimated to see increases in fatalities, and 44 states, the District of Columbia, and Puerto Rico are all projected to have had an increase in traffic deaths. Preliminary data reported by the Federal Highway Administration show that vehicle miles traveled (VMT) in 2021 increased by about 325 billion miles, or about 11.2%, as compared to 2020. Data estimates show the fatality rate for 2021 was 1.33 fatalities per 100 million VMT, marginally down from 1.34 fatalities in 2020.

NHTSA has also announced that Ford Motor Co. is warning rental car companies and other owners of 2021 Ford Expeditions and Lincoln Navigators to park their vehicles outside due to the risk of fire. The automaker has confirmed 16 fires, mostly in vehicles that were unattended. Fourteen of these fires were in rental cars. Until further notice, owners of these affected vehicles should not park them inside – they should only be parked outside and away from homes and other structures. Fires have occurred in vehicles that were parked and turned off. More than 39,000 vehicles are affected, and at

this time there is no known cause or remedy. More details can be found [here](#).

Federal Aviation Administration (FAA)

The FAA has awarded more than \$608 million to build safer, more accessible airports serving a wide swath of the country. The first round of 2022 Airport Improvement Program grants will go to 441 airports located across 46 states, American Samoa, and the Northern Mariana Islands. This funding is in addition to the \$20 billion the Bipartisan Infrastructure Law invests in U.S. airports. More details, including a complete listing of grants, can be found [here](#).

Transportation Security Administration (TSA)

The TSA is prepared for a busy summer travel season with anticipated passenger volumes that will match and may occasionally exceed those of 2019 for the first time since the pandemic began. Recent security enhancements at airport screening checkpoints include two new technologies. TSA deployed Credential Authentication Technology and Computed Tomography scanners to improve identification verification, and in some airports, enable digital identification verification at the Travel Document Checker podium and the scanning capabilities for carry-on bags. Both of these technologies enhance security and reduce physical contact within the checkpoints. To date, TSA deployed 1,621 CAT units to 176 airports. Among those, 90 CAT units are modified and equipped to read and verify digital identification. TSA also deployed 402 CT units to 163 airports nationwide. The CT units provide TSA officers the ability to review a 3D image of passengers' bags and reduce the need to search the bag's contents. More details can be found [here](#).



May 31, 2022

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

New Speaker, maybe: During the rush to meet the House of Origin deadline last week, Assemblyman Robert Rivas issued a press release announcing he has secured the votes to be the next Assembly Speaker. If Assemblyman Rivas is elected Speaker, he will become the first Speaker in the modern era to represent a rural district. Rivas represents the 30th Assembly District which includes San Benito County and parts on Monterey, Santa Clara, and Santa Cruz Counties

While a transition to a new Speaker was expected next year when Speaker Rendon would be in his final term, this announcement before a vote is taken is unusual. This announcement was made on a Friday before the three-day Memorial Day weekend. When the Assembly reconvened today there was a desperate attempt to adjourn session before a caucus meeting was called. The motion failed, and as of this afternoon, both the Democrats and Republicans remain in hastily called caucuses to sort out who is in charge, and determine when, if, a new Speaker will be elected. An interesting twist, with two vacant seats in the Assembly, it will only take 40 affirmative votes to become Speaker. We will keep you posted.

May Revise: Governor Gavin Newsom presented the [May Revision](#) of his January budget proposal on May 13, and for the first time, the governor's budget has surpassed \$300 billion. The purpose of the Revision is to update revenues based on tax receipts and present any new administrative proposals or changes to the governor's January proposal. The summaries below primarily reflect changes or additions to the governor's proposed budget. Unless withdrawn, all the governor's proposals from January remain on the table. There were no significant changes to transportation funding proposals, other than increasing funding for Active Transportation Program funding from \$500 million to \$1 billion.

Revenues, Reserves, & Relief

Revenues: The governor's May Revision pegs the budget surplus at \$97.5 billion. After accounting for transfers, which includes loan repayments as well as deposits into the Rainy-Day Fund, baseline General Fund revenues at the May Revision exceed the Governor's Budget forecast by \$54.6 billion over the budget window. The surplus includes revenue increases over three years -- \$442 million in 2020-21, \$30.3 billion in 2021-22, and \$23.9 billion in 2022-23. \$37.1 billion is proposed for budgetary reserves and of the \$49.2 billion discretionary surplus, 94% is proposed for one-time projects.

A topic of much conversation over the last several months has been the Gann or State Appropriations Limit (SAL). In January, the administration estimated that the Gann limit was likely to be exceeded in both 2020-21 and 2021-22 by a total of \$2.6 billion. The May Revision projects the state will be under the limit for 2021-22 and will exceed it by a small amount in 2022-23. The Legislative Analyst's Office (LAO) points out that the Governor leaves \$3.4 billion in unaddressed SAL requirements in 2022-23. The legislature can address this unaddressed SAL requirement by appropriating funds for capital expenditures that are outside the SAL calculation – such as member's request.

It is safe to anticipate that an exploration of long-term solutions to address the Gann limit will continue in the coming months. These solutions would require either reducing taxes to slow revenue growth or requesting that voters change the limit in some way.

Reserves

- Prop 2 Budget Stabilization Account (Rainy Day Fund): \$23.3 billion - The Rainy-Day Fund is now at its constitutional maximum requiring \$476 million be dedicated to infrastructure investments in 2022-23.
- Public School System Stabilization Account: \$9.5 billion
- Safety Net Reserve: \$900 million
- Operating Reserve: \$3.4 billion

Relief: The administration is proposing \$18.1 billion in direct relief to Californians including:

- \$11.5 billion to provide \$400 to vehicle owners, capped at two vehicles per household, with no income eligibility threshold, but excluding fleets and corporate owned vehicles and vehicles over a certain value.
- \$750 million in incentive grants to transit and rail agencies to provide free transit for Californians for three months. This proposal will provide an amount to agencies based on their 2019 fare revenues.
- \$327 million in 2022-23 and \$112 million in 2023-24 to exempt the General Fund (3.9375%) portion of sales tax on diesel fuel from October 1, 2022, to September 30, 2023.
- \$2.7 billion General Fund in 2021-22 for rental assistance through state and local programs.

Transportation Funding Proposals

The Budget proposes investing \$9.6 billion in the transportation programs. This includes \$5.4 billion General Fund and \$4.2 billion Proposition 1A High Speed Rail bond funds. The funding is allocated as follows:

- \$4.2 billion in bond funds for High-Speed Rail
- \$2 billion for transit and rail infrastructure projects that will be allocated through the Transit and Intercity Rail Capital Program (TIRCP)
- \$1.25 billion for Southern California transit and rail projects. This year the funds are not limited to projects needed to host the Olympics.
- \$1.25 billion for Active Transportation Projects, divided as follows:
 - \$1 billion for Active Transportation Program projects. These funds will likely be used to fund the bicycle and pedestrian projects that were not funded in the last round, which encourage increased use of active modes of transportation such as walking and biking, and increase the safety and mobility of non-motorized users.
 - \$150 million to establish the Reconnecting Communities: Highways to Boulevards Pilot Program, which is intended for projects that remove transportation barriers by investing in the conversion of underutilized highways into multi-modal corridors.
 - \$100 million for bicycle and pedestrian safety projects, allocated through the Highway Safety Improvement Program.
- \$500 million for High Priority Grade Separation Projects.
- \$400 million for state and local Climate Adaptation Projects that support climate resiliency and reduce risks from climate impacts.

The Senate proposes to appropriate an additional \$15 billion in general fund revenue for transportation programs for a total allocation of \$20 billion that would be appropriated over 4 years. The 3rd and 4th year would be subject to future budget action if the entire \$20 billion is not secured this year.

Program	Governor's January Budget	Governor's May Revise Proposal	Senate Democrat's Proposal	Senate Proposal Notes
High Speed Rail	\$4.2 billion (bond funds)	\$4.2 billion (bond funds)		
Priority Transit Projects	\$2 billion	\$2 billion	\$11.8 billion	Includes funding targets for each region.
Southern California Projects	\$1.25 billion	\$1.25 billion		Amount included in Priority Transit Projects

Active Transportation Projects	\$750 million	\$1.25 billion	\$2 billion	Includes Highways to Boulevards and the safety funding proposed by the Governor
Grade Separation Projects	\$500 million	\$500 million	\$2 billion	
Climate Adaptation Projects	\$400 million	\$400 million	\$875 million	
Freight Workforce & Investment	\$1.2 billion	\$1.2 billion	\$2.1 billion	Matches the Governor's proposal of \$1.2 for port infrastructure, \$110 million for job training, and \$790 million for Trade Corridor Enhancements
Congestion Mitigation & Bridge Repair			\$1.25 billion	
	\$9.1 billion	\$9.6 billion	\$20 billion	

Zero Emission Vehicle Funding

The Governor's January Budget proposed \$6 billion over four years for zero emissions vehicles (ZEV) and charging infrastructure. In the Spring, the Governor announced accelerating \$1.75 billion of the January ZEV package (\$1.5 billion) and the 2021 Budget act ZEV package (\$250 million) in the 2021-22 fiscal year. These adjustments were related to passenger vehicles and community-based options. The May Revision proposes to accelerate the following items from the January ZEV package:

- \$160 million for ZEV Drayage Trucks and Infrastructure Grants to deploy approximately 330 trucks with supporting infrastructure.
- \$100 million for ZEV Transit Buses and Infrastructure Grants to deploy approximately 370 buses with supporting infrastructure.

- \$150 million for ZEV School Buses to deploy approximately 340 school buses with supporting infrastructure.
- \$100 million for ZEV Clean Trucks, Buses, and Off-Road Equipment infrastructure to support approximately 1,000 vehicles.
- \$20 million for emerging opportunities focused on transformational and innovative demonstration and pilot project(s) focused on hard-to-decarbonize sectors including zero emission aviation, marine, and locomotive and vehicle-to-grid solutions. The January budget proposed a total allocation of \$200 million for this program for the 2022-23 fiscal year.



May 31, 2022

May 27th is the House of Origin deadline, where all bills introduced this year must be moved to the second house. All bills that remain in their house of origin are dead.

BOARD POSITION ITEMS

Bills	Subject	Status	Client Positions
<u>AB 1638</u> <u>(Kiley R)</u> Motor Vehicle Fuel Tax Law: suspension of tax.	<p>AB 1638 originally proposed to suspend the excise tax on gasoline for six months and then backfills the loss of revenue with General Fund dollars equivalent to one-half of the amount of gasoline taxes collected in the 2020-21 fiscal year.</p> <p>After a contentious hearing full of outrage, AB 1638 was amended and approved by the Assembly Transportation Committee over the objections of the author, and the Republican members of the committee. While the amendments are still not in print, the changes would remove the current content and insert language imposing an excess profits tax on the petroleum industry. The new tax revenue would then be rebated back to consumers.</p>	ASSEMBLY APPR DEAD	OPPOSE
<u>AB 1713</u> <u>(Boerner Horvath D)</u> Vehicles: required stops: bicycles.	<p>AB 1713 would permit a person over 18 years of age riding a bicycle approaching a stop sign on a two lane road with stop signs at all intersections to yield the right-of-way to any vehicles that have stopped at the entrance of the intersection, have entered the intersection, or are approaching the intersection, and to continue to yield the right-of-way until it is reasonable to proceed.</p> <p>This allows a cyclist to treat a stop sign as a yield sign if the intersection is clear and the cyclist has the right-of-way. This change does not allow a cyclist to ignore a stop sign, but simply allows a cyclist to maintain some momentum and avoid a foot down stop.</p>	SENATE DESK	WATCH

AB 1713 (Continued)	AB 1713 would sunset on January 1, 2029. The bill requires the CHP to submit by January 1, 2028, a report on the effects of cyclists using the safety stop.		
AB 1778 (Garcia, Cristina D) State transportation funding: freeway widening: poverty and pollution	AB 1778 would prohibit state funds or personnel time from being used to fund or permit freeway projects, as specified, within or adjacent to census tracts that fall within the zero to 50th percentile on the "California Healthy Places Index" as calculated using certain housing and environmental variables. This would essentially halt freeway expansion projects in most urbanized areas.	SENATE DESK	WATCH
AB 1909 (Friedman D) Vehicles: bicycle omnibus bill.	<p>AB 1909 is titled the Bicycle Omnibus Bill, which is intended to include various non-controversial provisions relating to operating a bicycle. AB 1909 includes the following provisions:</p> <ul style="list-style-type: none"> Existing law prohibits class 3 electric bicycles from operating on a bicycle path or trail, bikeway, bicycle lane, equestrian trail, or hiking or recreation trail. AB 1909 eliminates the statewide ban of class 3 electric bicycles on a bicycle path or trail, bikeway, bicycle lane, equestrian trail, or hiking or recreational trail, and eliminates local authority to ban the use of Class 1 and 2 electric bikes on bike paths. AB 1909, however, would authorize a local authority having jurisdiction over an equestrian trail or hiking or recreational trail to prohibit the operation of an electric bicycle of any class on that trail. AB 1909 would allow the operator of a bicycle facing a pedestrian control signal displaying a "WALK" or approved "Walking Person" symbol may proceed across the roadway in the direction of the signal. Require the driver of a motor vehicle overtaking or passing a bicycle that is proceeding in the same direction and in the same lane of travel shall make a lane change if another lane of traffic is available. A local government that operates a bicycle license program shall not prohibit the use of unlicensed bicycles. 	SENATE TRANS	WATCH

<p><u>AB 1919</u> (Holden D) Transportation: free student transit passes.</p>	<p>As approved by the Assembly Appropriations Committee, AB 1919 was substantially amended. The bill would still create the Youth Transit Pass Pilot Program, but it is no longer a mandate, but an incentive program that transit operators can seek grants to provide free transit to youth 25 and under.</p> <p>While these amendments are a significant improvement, the California Transit Association continues to negotiate with the author on amendments to further improve the structure of this funding program.</p>	<p>SENATE DESK</p>	<p>OPPOSE</p>
<p><u>AB 1938</u> (Friedman D) Transit and Intercity Rail Recovery Task Force.</p>	<p>AB 1938 directs CalSTA to create the Transit Recovery Task Force. The Task Force would be comprised of representatives from the University of California, local governments, MPOs, transit operators, labor, bike and pedestrian groups, and transportation advocacy groups. AB 1938 was approved by the Assembly Transportation Committee with bipartisan support.</p> <p>The goal is for the Task Force to submit a report to the Legislature by January 1, 2025, that includes a detailed analysis of existing funding sources, existing transit performance metrics, and overall transit service provided. The report must also include recommendations on improving transit procurement efficiencies, replacing the fare box recovery ratios, and whether the state should create a new funding source for transit operations.</p> <p>The bill also requires the report to include recommendations on topics that would be difficult craft on a statewide basis. These topics include recommendations on how to grow transit, fare coordination or single fare payments systems within zones, transit consolidation and/or having a network manager to coordinate routes, and how to improve transit frequency and reliability.</p>	<p>SENATE DESK</p>	<p>WATCH</p>
<p><u>AB 1944</u> (Lee D) Local government: open and public meetings.</p>	<p>AB 1944 would allow members of legislative body to continue to participate in a Brown Act meeting remotely, and if from a non-public location the member is not required to disclose the address. In addition, AB 1944 requires the governing body if it chooses to allow for remote participation of its</p>	<p>SENATE DESK</p>	<p>WATCH</p>

<p><u>AB 1944</u> <i>(Continued)</i></p>	<p>members, to also provide video streaming and offer public comment via video or phone.</p> <p>AB 1944 was amended on the Assembly Floor to require starting on January 1, 2024, that a quorum of the legislative must participate from a single location.</p> <p>The provisions of AB 1944 would sunset on January 1, 2030.</p>		
<p><u>AB 1993</u> <u>(Wicks D)</u> Employment: COVID-19 vaccination requirements.</p>	<p>Assemblywoman Wicks has announced that she will not be moving AB 1993 forward this year.</p> <p>This bill would require an employer to require each of their employees or independent contractors that is eligible to receive the COVID-19 vaccine to demonstrate that they have been vaccinated against COVID-19. Employees or independent contractors that have been deemed ineligible to receive the vaccine for either medical or religious reasons are exempted from the bill.</p> <p>Starting on January 1, 2023, each employer is required to affirm, in a form and manner provided by the state, that each employee or independent contractor complied with these provisions.</p>	<p>ASSEMBLY L & E</p> <p>DEAD</p>	<p>WATCH</p>
<p><u>AB 2097</u> <u>(Friedman D)</u> Residential and commercial development: remodeling, renovations, and additions: parking requirements.</p>	<p>AB 2097 is the reintroduction of AB 1401, which was held on the Senate Appropriation Suspense File last year.</p> <p>AB 2097 would prohibit public agencies from enforcing minimum automobile parking requirements for residential, commercial, and other developments if the parcel is located within one-half mile walking distance of either a “high quality transit corridor” or a “major transit stop.”</p> <ul style="list-style-type: none"> • “Major transit stop” includes an existing rail or bus rapid transit (BRT) station, ferry terminal, or the intersection of two or more bus routes with peak commute period headways of 15 minutes or less. • “High-quality transit corridor” includes a corridor with fixed route bus service with 	<p>SENATE DESK</p>	<p>SUPPORT</p>

<u>AB 2097</u> (Continued)	<p>peak commute headways of less than 15 minutes.</p> <ul style="list-style-type: none"> • If a development voluntarily includes parking a local entity may require spaces for car share vehicles, require the spaces to be shared with the public, or require owners of parking spaces to charge for parking. 		
<u>AB 2120</u> (Ward D) Transportation finance: federal funding: bridges.	<p>AB 2120 restores a previously used formula to distribute dedicated federal bridge funding from the Infrastructure Investment and Jobs Act (IIJA) to state and local projects. It ensures continued investment in local bridges and flexible highway funds.</p> <p>In addition, the bill will help close the funding gap for needed repairs and replacement of local bridges and prevents further deterioration and funding projects that add safe multimodal access to local bridges.</p>	ASSEMBLY APPR – HELD on SUSPENSE FILE DEAD	SUPPORT
<u>AB 2147</u> (Ting D) Pedestrians	<p>AB 2147 amends existing law to direct that a peace officer shall not stop a pedestrian for a violation involving an illegal crossing the street unless a reasonably careful person would realize there is an immediate danger of a collision with a moving vehicle or other device moving exclusively by human power.</p>	SENATE DESK	WATCH
<u>AB 2237</u> (Friedman D) Transportation planning: regional transportation improvement plan: sustainable communities strategies: climate goals.	<p>AB 2237 would condition state and local transportation funding on a project's consistency with the applicable Sustainable Communities Strategy (SCS) and state climate goals. The author's intent with this measure is to make the changes necessary to reach the emission reduction targets expected under SB 375. AB 2237 includes the following elements:</p> <ul style="list-style-type: none"> • Requires each regional agency or county commission to rank all transportation projects and prioritize projects based on their adherence to its most recently adopted SCS and the state's climate goals. • Requires Air Resources Board (ARB), in consultation with the California Transportation Commission (CTC), to 	SENATE DESK	WATCH

<p><u>AB 2237</u> (Continued)</p>	<p>determine whether each project is consistent with the most recently adopted SCS and the state's climate goals.</p> <ul style="list-style-type: none"> • Requires each regional agency or county commission to submit a report on local transportation tax measures to the CTC on or before March 30, 2023. • Requires the CTC, in consultation with ARB, to conduct an analysis and propose recommendations to align local tax measures with the state's climate goals • Prohibits a regional agency or county commission from funding a project or program determined to be inconsistent with its most recently adopted SCS or the state's climate goals by ARB 		
<p><u>AB 2336</u> (Friedman D) Vehicles: Speed Safety System Pilot Program.</p>	<p>AB 2336 would establish a five-year pilot program to give local transportation authorities in the Cities of San Jose, Oakland, Los Angeles, Glendale, Palm Springs, and the City and County of San Francisco the authority to install speed safety systems.</p> <p>AB 2336 would allow the placement of a speed safety system in school zones, and on streets with the highest injuries and fatalities, or on street determined to have a high number of vehicle speed exhibitions. In addition, the speed safety system may not continue if after 18 months the percentage of violations has not dropped by 25%.</p> <p>On April 21st AB 2336 was amended to make the following changes to address concerns expressed by opponents regarding privacy and equity impact of the pilot program.</p> <ul style="list-style-type: none"> • Data about the number of violations issued and the speeds at which they were issued are not "administrative records" under the bill, and therefore do not have to be deleted within 120 days. • Sections 4 and 5 are removed from the bill, which authorized a lien to be placed on a vehicle for failure to pay for offenses detected by a speed safety system. 	<p>ASSEMBLY APPR HELD on SUSPENSE FILE</p> <p>DEAD</p>	<p>SUPPORT</p>

<p><u>AB 2336</u> (Continued)</p>	<ul style="list-style-type: none"> • Requires flashing beacons on the school zone speed limit signs to indicate the times during which the school zone speed limit is enforced with a speed safety system, and clarifies that the cameras may be in use <i>up to</i> two hours before and after school. • Extends from 30 to 60 days when warning citation must be issued rather than notices of violation when speed safety systems are first installed. 		
<p><u>AB 2438</u> (Friedman D) Transportation funding: alignment with state plans and greenhouse gas emissions reduction standards.</p>	<p>AB 2438 would require specified state transportation funding programs to align with state climate plans and goals and requires the California Transportation Plan (CTP) to be fiscally constrained. While AB 2237 focusing local and regional plans, AB 2438 would place similar requirements on state transportation plan and programs.</p> <p>AB 2438 would require the following programs to align with the California Transportation Plan (CTP), CAPTI and SB 375:</p> <ul style="list-style-type: none"> • State Highway Operation and Protection Program (SHOPP) • State Transportation Improvement Program (STIP) • Solutions for Congested Corridor Program (SCCP) • Trade Corridor Enhancement Program (TCEP) • Local Partnership Program (LPP) • Local Streets and Roads Program (LSR) <p>The bill would also require CalSTA, Caltrans, and the CTC in consultation with CARB and the Strategic Growth Council to submit a report to the Legislature on or before January 1, 2025, evaluating transportation program funding levels, projects, and eligibility criteria with the objective of aligning the largest funding programs with the CTP, CAPTI, SB 375 and greenhouse gas emissions reduction standards.</p>	<p>SENATE DESK</p>	<p>Watch</p>

<p><u>AB 2449</u> (Rubio, Blanca D) Open meetings: local agencies: teleconferences.</p>	<p>AB 2449 would authorize the use of teleconferencing without noticing and making available to the public teleconferencing locations if a quorum of the members of the legislative body participates in person from a singular location that is noticed and open to the public and require the legislative body to offer public comment via video or phone.</p> <p>The provisions made in AB 2449 would sunset on January 1, 2028.</p>	<p>SENATE DESK</p>	<p>WATCH</p>
<p><u>AB 2622</u> (Mullin D) Sales and use taxes: exemptions: California Hybrid & Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.</p>	<p>AB 2622 would extend the exemption from the state portion of the sales tax the purchase zero emission transit vehicles. This bill is sponsored by the California Transit Association.</p> <p>As approved by the Assembly Committee on Revenue & Taxation, the bill was amended to reduce the extension from 10 years to 2 years. As amended the bill extends the sunset date on the sales tax exemption from January 1, 2024, to January 1, 2027.</p>	<p>SENATE DESK</p>	<p>SUPPORT</p>
<p><u>ACA 1</u> (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.</p>	<p>Identical to last session's proposal, which NVTAs supported, ACA 1 would lower the voter threshold for property tax increases, parcel taxes and sales taxes to 55% if the funds are used for affordable housing and infrastructure projects. This includes capital improvements to transit and streets and highways.</p> <p>However, ACA 1 does not allow for the 55% local measure to use the tax revenue for transit operations.</p>	<p>ASSEMBLY LOC GOV</p> <p>(Hearing deadlines do not apply to Constitutional amendments)</p>	<p>Support</p>
<p><u>SB 674</u> (Durazo D) Public Contracts: workforce development: transportation-related contracts.</p>	<p>SB 674, until January 1, 2027, requires the Labor and Workforce Development Agency (LWDA) to create the California Jobs Plan Program and the United States Jobs Plan Program. The intent of the bill is to incentivize more high-quality transportation, manufacturing, and infrastructure jobs through the public contracting process.</p> <p>The Assembly Appropriations Committee amended SB 674 to specify participation by local</p>	<p>ASSEMBLY FLOOR</p> <p>Inactive File</p>	<p>WATCH</p>

<p><u>SB 674</u> (Continued)</p>	<p>transportation entities would be optional. However, the bill would still apply to purchases made by Caltrans. These amendments and concerns likely expressed by the Administration resulted in the author making it a two-year bill. Senator Durazo intends to work with opposition during the interim to reach a consensus on the bill.</p> <p>Previously, the author has accepted several amendments to address concerns expressed by CalACT and CTA, such as requiring FTA approval before the new requirements start. However, significant concerns remain regarding how this program would be implemented, the ability to verify the promises made are achieved, and the likelihood of procurement delays due to a rise in award protests.</p>		
<p><u>SB 852</u> (Dodd D) Climate resilience districts: formation: funding mechanisms.</p>	<p>SB 852 would create the Climate Resilience Districts Act. The intent of this bill is to provide the ability for local governments to create districts for the purpose of addressing climate change effects and impacts through activities and actions that include mitigation and adaptation,</p> <p>This bill would allow cities, counties, and special districts to create a district to finance a wide range of climate resilience projects, including addressing sea level rise, wildfire, and drought. These districts would be authorized to utilize tax increment financing, as well as existing benefit assessment financing tools.</p>	<p>ASSEMBLY LOC GOV & ASSEMBLY NAT RES</p>	<p>SUPPORT</p>
<p><u>SB 878</u> (Skinner D) School transportation.</p>	<p>SB 878 would create a program to provide home-to-school transportation to all students, and it was approved by the Senate Education Committee. The bill is sponsored by the California School Employees Association.</p> <p>Under this bill school agencies that do not provide transportation services are directed to work with parents, teachers, transit operators, and air districts and others on developing a transportation plan that ensures all students have free transportation to school. Funding for this program is dependent on a budget appropriation, and the allocation formula is not specified but would be based on a per mile reimbursement.</p>	<p>ASSEMBLY ED</p>	<p>WATCH</p>

<p><u>SB 917</u> (Becker D) Seamless Transit Transformation Act.</p>	<p>SB 917 has been approved by the Senate and is now pending in the Assembly.</p> <p>SB 917 directs MTC to work with transit operators to develop the Connected Network Plan, adopt an integrated transit fare structure, develop a comprehensive regional transit wayfinding system, and establish an open-source real-time transit information system.</p> <p>Recent amendments do address some of the concerns expressed by Bay Area operators with respect to the time deadlines. However, there remains concerns regarding the integrated fare plan requirements, which would limit each operator's oversight of their budgets. The regional fare setting process in the bill may also impact the ability of operators to finance projects.</p>	<p>ASSEMBLY TRANS</p>	<p>SUPPORT IF AMENDED</p>
<p><u>SB 922</u> (Wiener D) California Environmental Quality Act: exemptions: transportation-related projects.</p>	<p>SB 922 expands the application of the California Environmental Quality Act (CEQA) exemptions for various transportation-related projects and sunsets those exemptions on January 1, 2030.</p> <p>Specifically, the bill makes the following changes:</p> <ul style="list-style-type: none"> • Exempts from CEQA, until January 1, 2030, active transportation plans and pedestrian plans, if the lead agency holds noticed public hearings • For the SB 288 projects, this bill extends the January 1, 2023, sunset until 2030, but these projects shall not add infrastructure or striping that increases automobile capacity. <p>Expands the type of transit prioritization projects.</p>	<p>ASSEMBLY NAT RES</p>	<p>SUPPORT</p>
<p><u>SB 942</u> (Newman D) Low Carbon Transit Operations Program: free or reduced fare transit program.</p>	<p>SB 946 would allow transit agencies who use Low Carbon Transit Operations Program (LCTOP) moneys to fund free or reduced fare transit programs to continue using those moneys for ongoing operating costs. It further eliminates the requirements to annually demonstrate greenhouse gas (GHG) emission reductions and document other program details when using LCTOP funds for transit passes.</p>	<p>ASSEMBLY TRANS</p>	<p>SUPPORT</p>

<p><u>SB 1049</u> <u>(Dodd D)</u> Transportation Resilience Program.</p>	<p>Similar to proposed budget trailer bill language, SB 1049 would establish the Transportation Resilience Program within Caltrans. This program would be funded in the annual Budget Act from 15% of the available federal National Highway Performance Program funds and 100% of the available federal Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation program funds. The Governor’s budget proposes allocating \$400 million in general fund revenue for the Climate Adaptation Grant Program.</p> <p>SB 1049 would allocate funding through the CTC for the following purposes:</p> <ul style="list-style-type: none"> • Not less than 10% for climate mitigation planning activities • Not less than 75% for resilience improvements, with a yet to be specified amount for state highway system resilience projects. 	<p>ASSEMBLY DESK</p>	<p>SUPPORT</p>
<p><u>SB 1050</u> <u>(Dodd D)</u> State Route 37 Toll Bridge Act.</p>	<p>SB 1050 would create the SR-37 Toll Authority that would be administered by the Bay Area Infrastructure Financing Authority.</p> <p>In short, the bill would require the Authority to operate and maintain tolling infrastructure, including installing toll facilities, and collect tolls for the use of the Sonoma Creek Bridge. The revenues from the toll bridge would be used for capital improvements to repair or rehabilitate the toll bridge, to expand toll bridge capacity, to improve toll bridge or corridor operations, and to increase public transit, carpool, vanpool, and nonmotorized options on the toll bridge or in the segment of State Route 37 corridor.</p>	<p>ASSEMBLY DESK</p>	<p>SUPPORT</p>
<p><u>SB 1100</u> <u>(Cortese D)</u> Open meetings: orderly conduct.</p>	<p>SB 1100 would authorize the removal of an individual from a public meeting who is “willfully interrupting” the meeting after a warning and a request to stop their behavior. “Willfully interrupting” is defined as intentionally engaging in behavior during a meeting of a legislative body that substantially impairs or renders infeasible the orderly conduct of the meeting in accordance with law.</p>	<p>ASSEMBLY LOC GOV</p>	<p>WATCH</p>

<p><u>SB 1121</u> <u>(Gonzalez D)</u> State and local transportation system: needs assessment.</p>	<p>SB 1121 would require the California Transportation Commission (CTC) to biennially develop a needs assessment of the cost to operate, maintain, and provide for the future growth and resiliency of the state and local transportation system. The bill defines “state and local transportation system” to include public transit systems, including operations, as well as bicycle and pedestrian facilities. The CTC would also be required to consult with transit operators, transportation planning agencies, and local governments in developing the assessment.</p>	<p>ASSEMBLY TRANS</p>	<p>SUPPORT</p>
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