

# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559



## Agenda - Final

**Wednesday, September 21, 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](mailto: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](mailto: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](mailto: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. Executive Director's Update
7. Caltrans' Update

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

## **8. PRESENTATIONS**

### **8.1 Project Update (Danielle Schmitz and Rebecca Schenck)**

**Estimated Time:** 1:45 p.m.

## **9. CONSENT AGENDA ITEMS**

### **9.1 AB 361 Requirements for Remote Public Meetings (Osman Mufti) (Pages 9-14)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTB) Board approve Resolution 22-24 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](#)

**9.2 Meeting Minutes of July 20, 2022 (Laura Sanderlin) (Pages 15-18)**

**Recommendation:** Board action will approve the minutes of July 20, 2022 regular meeting.

**Estimated Time:** 2:00 p.m.

**Attachments:** [Draft Minutes](#)

**9.3 Active Transportation Advisory Committee (ATAC) Member Appointments (Diana Meehan) (Pages 19-24)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Colin Petheram representing the City of Napa, Majel Arnold representing the Town of Yountville to the ATAC for a three (3) year term.

**Estimated Time:** 2:00 p.m.

**Attachments:** [Staff Report](#)

**9.4 Motion to Approve Ordinance 2022-01 of the Napa Valley Transportation Authority Regulating Parking, Camping, and Smoking at Transit Facilities and Parking Areas (Rebecca Schenck) (Pages 25-36)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board conduct a second reading and approve Ordinance 2022-01, which is a revision to Ordinance 2013-01, regulating parking, camping, and smoking at transit facilities and parking areas.

**Estimated Time:** 2:00 p.m.

**Attachments:** [Staff Report](#)

**9.5 Purchase Order #22-015 with Remix Technologies, LLC (Libby Payan) (Pages 37-56)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board approve Purchase Order 22-015 with Remix Technologies LLC to extend the contract for their services for three (3) years until 9/30/2025 in an amount not to exceed \$182,582.38.

**Estimated Time:** 2:00 p.m.

**Attachments:** [Staff Report](#)



**9.6 Amended and Restated Clipper© Memorandum of Understanding (Antonio Onorato) (Pages 57-92)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-25 approving the 2022 Amended and Restated Clipper Memorandum of Understanding (MOU) with the Metropolitan Transportation Commission and have the Executive Director (or designee) execute the agreement.

**Estimated Time:** 2:00 p.m.

**Attachments:** [Staff Report](#)

**10. REGULAR AGENDA ITEMS**

**10.1 Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2023 (Diana Meehan) (Pages 93-130)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board approve the Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2023.

**Estimated Time:** 2:15 p.m.

**Attachments:** [Staff Report](#)

**10.2 Project Work Order No. 01 to NVTA Agreement No. 21-34 with DKS Associates for Work Associated with the Countywide Accessible Transportation Needs Assessment (Diana Meehan) (Pages 131-140)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Project Work Order No. PWO-01 to NVTA Agreement No. 21-34 with DKS Associates for the development and completion of the Countywide Accessible Transportation Needs Assessment in an amount not to exceed \$133,830.

**Estimated Time:** 2:35 p.m.

**Attachments:** [Staff Report](#)

**10.3 V-Commute Program Update (Diana Meehan) (Pages 141-146)**

**Recommendation:** Information only

**Estimated Time:** 2:50 p.m.

**Attachments:** [Staff Report](#)

**10.4 Vine Transit Update (Rebecca Schenck) (Pages 147-153)**

**Recommendation:** That the NVTA Board receives a fourth quarter FY 2021-22 Vine Transit update and future schedule changes.

**Estimated Time:** 3:05 p.m.

**Attachments:** [Staff Report](#)

**10.5 Federal and State Legislative Update (Kate Miller) (Pages 154-168)**

**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 and State Bill Matrix.

**Estimated Time:** 3:15 p.m.

**Attachments:** [Staff Report](#)

**11. FUTURE AGENDA ITEMS****12. ADJOURNMENT****12.1 Approval of Next Regular Meeting Date of October 19, 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, September 16th.

Laura Sanderlin

Laura M. Sanderlin, NVTA Board Secretary

## Glossary of Acronyms

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

## Glossary of Acronyms

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



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

AB 361 Requirements for Remote Public Meetings

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-24 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-11-22 on June 17, 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.

### **FISCAL IMPACT**

None



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## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**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](mailto:lsanderlin@nvta.ca.gov)  
**SUBJECT:** AB 361 Requirements for Remote Public Meetings

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-24 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 expired June 30, 2022, however, the operative Cal/OSHA regulations cited therein, 8 CCR 3205(c)(5)(D), remain in full force and effect and state in pertinent part as follows: "the fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased

ventilation indoors, and respiratory protection decrease the spread of COVID-19 but are most effective when used in combination.”

In response to improving conditions, Governor Newsom issued Executive Order N-11-22 on June 17, 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 22-24 which would put the NVTA Board of Director’s meeting out of government compliance.

### **ATTACHMENT(S)**

- 1) Resolution 22-24

**RESOLUTION No. 22-24**

**A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)  
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 (NVTA) is committed to preserving and nurturing public access and participation in meetings of the Board;

**WHEREAS**, all legislative body meetings of NVTA 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**, 8 CCR 3205(c)(5)(D) of the Cal/OSHA regulations state: “the fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 but are most effective when used in combination”; 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 COVID-19 continues to directly impact the ability of the members to meet safely in person, and the Governor's state of emergency proclamation, and state Cal/OSHA regulations related to social distancing remain in effect and remote meetings continue to provide health and safety benefits.

**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 September 21, 2022, by the following vote:

\_\_\_\_\_  
Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Laura Sanderlin, NVTA Board Secretary

APPROVED:

\_\_\_\_\_  
Osman Mufti, NVTA Legal Counsel

# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559

## Meeting Minutes NVTB Board of Directors

Wednesday, July 20, 2022

1:00 PM

JoAnn Busenbark Board Room

### 1. Call to Order

Chair Alessio called the meeting to order at 1:11pm.

### 2. Roll Call

Roll call was confirmed at the preceding NVTB-TA meeting with three absences.

Leon Garcia  
Alfredo Pedroza  
Paul Dohring  
Mark Joseph  
Belia Ramos  
Geoff Ellsworth  
Liz Alessio  
Gary Kraus  
Joe Tagliaboschi

**Absent:**

Chris Canning  
John F. Dunbar  
Scott Sedgley

**Non Voting:**

Doug Weir

### 3. Adoption of the Agenda

Motion MOVED by KRAUS, SECONDED by JOSEPH for Adoption of Agenda. Motion carried by the following roll call vote:

**Aye:** 17 - Garcia, Pedroza, Dohring, Joseph, Ramos, Ellsworth,  
Alessio, Kraus, and Tagliaboschi

**Absent:** 7 - Canning, Dunbar, and Sedgley

### 4. Public Comment

Public comment made by Justin Hole, Napa resident.

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

Director Pedroza reported recent MTC activities.  
Director Ramos reported recent ABAG activities.

## 6. Executive Director's Update

Director Miller reported the following during the preceding NVTA-TA meeting:

- new NVTA staff member, Ozair Khan
- Caltrans Director update
- Yountville Shuttle Ribbon Cutting, September 20th
- Bottlerock 2022 ridership

## 7. CONSENT AGENDA ITEMS

**Motion MOVED by JOSEPH, SECONDED by DOHRING to APPROVE Consent Items 7.1-7.3 and 7.5-7.8. Motion moved by the following roll call vote:**

**Aye:** 17 - Garcia, Pedroza, Dohring, Joseph, Ramos, Ellsworth, Alessio, Kraus, and Tagliaboschi

**Absent:** 7 - Canning, Dunbar, and Sedgley

### 7.1 AB 361 Requirements for Remote Public Meetings (Osman Mufti) (Pages 10-15)

**Attachments:** [Staff Report](#)

### 7.2 Meeting Minutes of June 15, 2022 (Laura Sanderlin) (Pages 16-19)

**Attachments:** [Draft Minutes](#)

### 7.3 Equal Employment Opportunity (EEO) Program (Antonio Onorato) (Pages 20-58)

**Attachments:** [Staff Report](#)

### 7.4 Revised Policies, Practices, and Procedures Manual: Personnel (Laura Sanderlin) (Pages 59-215)

**Attachments:** [Staff Report](#)

Director Dohring requested to pull Item 7.4 for discussion. It was discussed by Director Dohring and Director Ellsworth for the agency to consider additional language to recognize the importance of Juneteenth holiday.

**Motion MOVED by DOHRING, SECONDED by JOSEPH to APPROVE Consent Item 7.4. Motion carried by the following roll call vote:**

**Aye:** 17 - Garcia, Pedroza, Dohring, Joseph, Ramos, Ellsworth, Alessio, Kraus, and Tagliaboschi

**Absent:** 7 - Canning, Dunbar, and Sedgley

### 7.5 Revised Resolution No. 20-15 Recertifying Napa Valley Transportation Authority's Public Transit Agency Safety Plan (PTASP) (Danielle Schmitz) (Pages 216-247)

**Attachments:** [Staff Report](#)

### 7.6 Amendment 1 to Bear Electrical Solutions Agreement 21-15 for an Additional Electric Vehicle Charger Installation at 720 Jackson Street (Rebecca Schenck) (Pages 248-252)

**Attachments:** [Staff Report](#)

- 7.7** Amendment 4 to Proterra Inc. Contract for Paint Costs for the New Proterra Electric buses (Antonio Onorato) (Pages 253-258)

**Attachments:** [Staff Report](#)

- 7.8** Paratransit Coordinating Council (PCC) Member Appointments (Kathy Alexander) (Pages 259-269)

**Attachments:** [Staff Report](#)

## **8. REGULAR AGENDA ITEMS**

- 8.1** Motion to 1) Introduce Ordinance 2022-01 of the Napa Valley Transportation Authority Regulating Parking, Camping, and Smoking at Transit Facilities and Parking Areas, by title only, and waive reading of the full ordinance and 2) Approve the designation for the Executive Director to prepare a summary of Ordinance 2022-01 to be published in a newspaper in Napa County (Rebecca Schenck) (Pages 270-288)

**Attachments:** [Staff Report](#)

Director Dohring expressed concern about the broadness of Definitions 2.2C. Legal counsel addressed the concern.

Public comment made by Justin Hole, Napa resident.

**Motion MOVED by GARCIA, SECONDED by KRAUS, to Approve Item 8.1, conducting a first reading and notice its intent to Adopt Ordinance 2022-01, which is a revision to Ordinance 2013-01. Motion carried by the following roll call vote:**

**Aye:** 16 - Garcia, Pedroza, Joseph, Ramos, Ellsworth, Alessio, Kraus, and Tagliaboschi

**Nay:** 1 - Dohring

**Absent:** 7 - Canning, Dunbar, and Sedgley

- 8.2** One Bay Area Grant (OBAG) Cycle 3 Project List (Alberto Esqueda) (Pages 289-375)

**Attachments:** [Staff Report](#)

Director Ellsworth inquired about the process of releasing funds.

**Motion MOVED by JOSEPH, SECONDED by DOHRING to APPROVE Item 8.2, OBAG Cycle 3 Project list. Motion carried by the following roll call vote:**

**Aye:** 15 - Garcia, Dohring, Joseph, Ramos, Ellsworth, Alessio, Kraus, and Tagliaboschi

**Absent:** 9 - Canning, Pedroza, Dunbar, and Sedgley

- 8.3** Amendment #1 to Construction Agreement No. 21-19 with O.C. Jones & Sons, Inc for

## Construction of the Imola Park and Ride Project (Alberto Esqueda) (Pages 376-379)

**Attachments:** [Staff Report](#)

**Motion MOVED by KRAUS, SECONDED by ELLSWORTH to APPROVE Item 8.3, Amendment #1 to Construction Agreement No. 21-19. Motion carried by the following roll call vote:**

**Aye:** 17 - Garcia, Pedroza, Dohring, Joseph, Ramos, Ellsworth,  
Alessio, Kraus, and Tagliaboschi

**Absent:** 7 - Canning, Dunbar, and Sedgley

## 8.4 Imola Park and Ride Project Electrification (Alberto Esqueda) (Pages 380-382)

**Attachments:** [Staff Report](#)

**Motion MOVED by GARCIA, SECONDED by KRAUS to APPROVE Item 8.4 authorizing entering into agreement for electrification of the Imola Park and Ride. Motion carried by the following roll call vote:**

**Aye:** 15 - Garcia, Dohring, Joseph, Ramos, Ellsworth, Alessio, Kraus, and  
Tagliaboschi

**Absent:** 9 - Canning, Pedroza, Dunbar, and Sedgley

## 8.5 Regional Institutional Pass Pilot Program (Kate Miller) (Pages 383-402)

**Attachments:** [Staff Report](#)

**Motion MOVED by GARCIA, SECONDED by JOSEPH to APPROVE Item 8.5, Resolution 22-22 endorsing the Regional Institutional Pass Pilot Program. Motion carried by the following roll call vote:**

**Aye:** 17 - Garcia, Pedroza, Dohring, Joseph, Ramos, Ellsworth,  
Alessio, Kraus, and Tagliaboschi

**Absent:** 7 - Canning, Dunbar, and Sedgley

## 8.6 Federal and State Legislative Update (Kate Miller) (Pages 403-426)

**Attachments:** [Staff Report](#)

Information Only/No Action Taken

## **9. FUTURE AGENDA ITEMS**

None

## **10. ADJOURNMENT**

Chair Alessio adjourned the meeting at 2:15pm.

### **10.1 Approval of Next Regular Meeting Date of September 21, 2022 and Adjournment**

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Laura Sanderlin, NVT Board Secretary



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Active Transportation Advisory Committee (ATAC) Member Appointments

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve the appointments of Colin Petheram representing the City of Napa, Majel Arnold representing the Town of Yountville to the ATAC for a three (3) year term.

### **EXECUTIVE SUMMARY**

The ATAC is made up of eleven members with representation that mirrors the voting structure of the NVRTA Board. Committee structure consists of four members representing the City of Napa, two members representing the County of Napa, two members representing the City of American Canyon, one member representing the Town of Yountville, one member representing the City of St. Helena, and one member representing the City of Calistoga. Board action would re-appoint one member and appoint one new member to serve on the Active Transportation Advisory Committee.

### **FISCAL IMPACT**

None



September 21, 2022  
NVTA Agenda Item 9.3  
Continued From: New

**Action Requested: APPROVE**

## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Diana Meehan, Senior Planner/Program Administrator  
(707) 259-8327 / Email: [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov)  
**SUBJECT:** Active Transportation Advisory Committee Member Appointments

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Colin Petheram representing the City of Napa, Majel Arnold representing the Town of Yountville to the ATAC for a three (3) year term.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

The Town of Yountville has one (1) representative on the NVTA Active Transportation Advisory Committee (ATAC). This position has been vacant since July 2020, and an active recruitment has been ongoing by NVTA and the Town of Yountville seeking a representative. One position expired on July 30, 2022. The Town of Yountville received one application for the open position. The City of Napa received an application from a current member to continue his term for an additional three years. The Napa City Council approved the reappointment of Colin Petheram at their July 19, 2022 meeting. The Yountville Town Council approved the appointment of Majel Arnold at their July 12, 2022 meeting to serve as representative on the ATAC for a three year term.

Mr. Petheram is a resident of the City of Napa and has been an active and valuable member of the NVTA since 2019. Ms. Majel is a resident of the Town of Yountville, and is interested in serving on the ATAC to be more involved in supporting safe walking/biking paths and trails in Yountville and future connections between Napa County cities.



ATAC has one (1) remaining opening; one member representing the County of Napa. NVTA staff is actively recruiting to fill this opening.

### **ALTERNATIVES**

The Board could decide not to approve these appointments, which would leave additional vacancies on the ATAC.

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

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

The NVTA ATAC committee advises the Board on matters pertaining to the active transportation needs of the community and supports efforts towards sustainable transportation goals in the Valley.

### **ATTACHMENTS**

(1) Majel Arnold Application (redacted)



# Town of Yountville

## Committee Application Form

**First Name:**

Majel

**Middle Initial:**

**Last Name:**

Arnold

**Home Address:**

[REDACTED]

**Home**

[REDACTED]

**City:**

Yountville

**State:**

CA

**Postal Code:**

94599

**Primary Phone:**

[REDACTED]

**Alternate Phone:**

[REDACTED]

**Email Address:**

[REDACTED]

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### NVTA - ACTIVE TRANSPORTATION ADVISORY COMMITTEE

Yountville Representative

**Employer:**

California Department of Veterans Affairs

**Job Title:**

Director of Operations

### **Interests & Experiences**

**Do you currently live in Yountville?** Yes

**Are you a Yountville Business Owner?** No

**Are you registered to vote in Yountville?** Yes

### **Why do you want to serve on this Board, Commission, or Committee?**

I want to serve on this Committee to be more involved in supporting safe walking/biking paths and trails in Yountville and to be involved in future plans/discussions on extending or progressing future plans to increase safe connections between Napa County cities. I am also interested in discussions on decreasing traffic and reliability on personal automobiles for transportation in Napa County. I moved back to Yountville because I wanted to live in a safe and walkable community. I am also an avid bike rider and living in a community that supports and encourages healthy living through the provision of safe walking/biking trails and paths has greatly improved my quality of life.

**What do you perceive is the role of this Board, Commission, or Committee?**

To represent the Town of Yountville on the Active Transportation Advisory Committee and advise the Napa Valley Transportation Authority on enhancing or increasing safe bike/walking paths or trails for access to children and adults. The advice or direction provided will be based on data and facts collected from surveys, reports or relevant meetings.

**How would you represent the interests of the community?**

As a full-time Yountville resident, home owner who is employed in Yountville, I understand the importance of maintaining and enhancing a town infrastructure that supports a safe and healthy environment that will result in the best quality of life for the town residents. I feel that I will do my best to accurately represent the interests of the Town of Yountville by actively participating in Town Council related meetings and talking with relevant Town of Yountville staff on recreation and transportation related concerns.

**What strengths/expertise/special skills would you bring to the Board, Commission, or Committee?**

I am committed and reliable on issues of interest to me, especially as it relates to my residence in Yountville. I have expertise in staffing and advising boards and committees, and currently have experience as the Chair of a Donations Advisory Committee. I have five years of experience in grant writing and was responsible for developing funding applications for chronic disease prevention programs. My special skills include developing budget proposals, analyzing state and federal legislations for program impact, managing projects and facilitating strategic planning.

**Please describe your previous community service and volunteer experience.**

I currently serve on the Hopper Creek Village HOA Board of Directors (BOD) in a voluntary capacity. My responsibilities include chairing the Architectural Review Committee and developing and maintaining a HOA website. I also create email communications to Home owners as requested by the HOA BOD. To improve communication and access to HOA documents, I proposed an upgrade to the website for approval by the HOA BOD because I felt it was important for the HOA members to be well informed on HOA complex issues and to have the ability to communicate their HOA related concerns. My volunteer experience in Yountville has included staffing/managing the Welcome/Registration Center and managing the wine pavilion for the Napa Valley Film Festival (3 years), staffing registration table for organized walks and bicycle rides (Crush Cancer, American Diabetes Association, American Heart Association). Other volunteer experience includes conducting petition drives for ballot initiatives to increase tobacco control and prevention and developed educational database for American Lung Association.

**Anything else you would like to tell us?**

I feel fortunate for the opportunity to be actively involved in supporting my lifetime hobby of bicycling and my decision to live in a walkable community. The ability to walk in town promotes community interaction with other town residents and visitors. If I am chosen in this role, I feel very confident that I will make every effort to represent the Town of Yountville and provide the best information to advise the Napa Valley Transportation

Authority on strategies that will advance us to include as standard practice accessible and safe walkways/paths for children and adults to enjoy and to decrease dependency on automobile traffic.

**Name, Addresses and Phone numbers of three (3) individuals familiar with your background (Please do not use council members as references).**

Joshua Kiser [REDACTED] Yountville, CA 94599 ([REDACTED] Catherine  
Curwood [REDACTED] CA, 94558 [REDACTED] Julie Bauer [REDACTED]  
[REDACTED] Yountville, CA, 94599 [REDACTED]

**Read & Agreed to Application Disclosures?** Certified/Agreed

**Date:** 2022-06-07

**Signature:** Majel Arnold



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Motion to Approve Ordinance 2022-01 of the Napa Valley Transportation Authority Regulating Parking, Camping, and Smoking at Transit Facilities and Parking Areas

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board conduct a second reading and approve Ordinance 2022-01 (Attachment 1), which is a revision to Ordinance 2013-01, regulating parking, camping, and smoking at transit facilities and parking areas.

### **EXECUTIVE SUMMARY**

On July 17, 2013 the NVTA Board adopted Ordinance 2013-01 regulating parking and smoking authorizing the City of Napa to Issue Citations on NVTA Property. Due to changes at the City of Napa related to parking enforcement and increased issues associated with unauthorized encampments and storage of personal property at NVTA's facilities, the existing Ordinance 13-01 needs to be updated and revised. The Ordinance was presented at the July 20, 2022 Board meeting for a first reading as Ordinance 2022-01. Following the Board meeting, a summary was prepared and published in the Napa Valley Register on August 28, 2022 (Attachment 2) and posted on the NVTA website. Today's Board meeting is the second reading and final adoption. Within 15 days after final adoption the Board Secretary will publish the ordinance summary reflecting Board members voting for and against the ordinance.

### **FISCAL IMPACT**

There is no direct fiscal impact to adopt the Ordinance, however, NVTA has entered into an Agreement for Abatement Services Assistance with the City of Napa where NVTA shall pay the City for costs incurred, up to an annual limit not to exceed \$49,999, payable to the City for providing relocation services, cleanup and abatement on NVTA's owned and maintained properties in the City of Napa.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Program Manager – Public Transit  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Motion to Approve Ordinance 2022-01 of the Napa Valley  
Transportation Authority Regulating Parking, Camping, and Smoking  
at Transit Facilities and Parking Areas

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board conduct a second reading and approve Ordinance 2022-01 (Attachment 1), which is a revision to Ordinance 2013-01, regulating parking, camping, and smoking at transit facilities and parking areas.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

NVTA adopted the original ordinance in 2013 to regulate BottleRock festival-goers parking on the property. Now in 2022 the reasons for updating the ordinance is to include changes in the way the City of Napa does parking enforcement and to address a growing challenge with encampments and personal property disposal and storage at NVTA's facilities. The ordinance is being updated to include the Imola Park and Ride, which NVTA will begin servicing this fall. The ordinance is drafted to bolster NVTA and the City of Napa's ability to regulate camping on NVTA facilities consistent with the City of Napa's current enforcement authority and procedures and consistent with recent California and federal laws regarding camping and unhoused populations. A clean version of the revised ordinance is included as Attachment 1.

### **ALTERNATIVES**

The NVTa Board could either decide to delay approval of the revised ordinance or not revise the ordinance. Not updating the ordinance would affect the City of Napa's ability to enforce the current ordinance because parking enforcement is no longer a function of the Police Department, but rather a function of the Parking Division in the City of Napa's Community Development Department.

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

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

NVTa has continued to receive complaints from riders and neighbors concerned about their safety due to the presence of campers and trailers at the Redwood Park and Ride. Updating this ordinance will enable the City of Napa to assist NVTa in the enforcement of parking, camping and personal property storage.

### **ATTACHMENT(S)**

- (1) Ordinance 2022-01
- (2) Documentation of Newspaper Publication on Sunday, August 28, 2022

**ORDINANCE NO. 22-01**

**AN ORDINANCE OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)  
REGULATING PARKING, CAMPING AND SMOKING AT TRANSIT FACILITIES AND  
PARKING AREAS**

The Board of Directors ("Board") of the Napa Valley Transportation Authority (NVTA) ordains as follows:

**SECTION 1.** Chapter 2 (Parking Regulations) of the Napa Valley Transportation Authority is amended to read in full as follows:

**Chapter 2**

**PARKING RULES AND REGULATIONS**

**Sections:**

- 2.1 Legislative Intent**
- 2.2 Definitions**
- 2.3 Rules and Regulations**
- 2.4 Smoking Prohibited**
- 2.5 Posting of Notices**
- 2.6 General**

**Section 2.1: Legislative Intent**

Section 2.1.1: Authority

California Vehicle Code section 21113 expressly prohibits any person from driving, stopping, parking, or leaving standing any vehicle, whether attended or unattended, on the parking facilities and bus loading zones of a transit district, except with the permission of, and upon and subject to any condition or regulation which may be imposed by the governing board. The Board is authorized to adopt all ordinances and make all rules and regulations proper or necessary to regulate the use, operation and maintenance of its property and facilities.

Section 2.1.2: Findings

A. The Board finds and determines that ensuring adequate parking in NVTA's parking lots for vehicles driving by Transit Patrons and Transit Personnel and authorized visitors is necessary in order to facilitate and encourage the use of public transit facilities and services, and that the unregulated use of NVTA Parking Lots is detrimental to the interests of NVTA and the public.



B. Except when specifically posted as a shared public parking facility, NVTAs Parking Lots are for use by Transit Patrons and Transit Personnel and authorized visitors only, and are not open to the general public.

C. The Board further finds and determines that bus loading zones are necessary for the safe loading and alighting of transit patrons and should be restricted for the exclusive use of transit vehicles.

D. Except when specifically permitted bus loading zones and transfer stations are for the exclusive use of NVTAs (Vine) transit use.

E. The Board adopts the California State Legislatures findings pursuant to California Health and Safety Code section 118920, including that regulation of smoking in public places is necessary to protect the health, safety, welfare, comfort, and environment of nonsmokers.

F. The Board therefore adopts this Ordinance establishing conditions and regulations applicable to vehicle parking and traffic in NVTAs Parking Lots.

## **Section 2.2: Definitions**

The following definitions shall apply to this chapter:

- A. "Bus Loading Zone" refers to designated area used as a stop or transfer point for loading and alighting transit patrons.
- B. "Bus Transfer Stations" refers to areas where passengers transfer from one bus to another or where multiple buses congregate at any one time.
- C. "Camp" means any of the following: (1) to pitch or occupy camp facilities; (2) to use camp paraphernalia; (3) to sleep in, on or under any parked vehicle, including an automobile, bus, truck, camper, trailer, mobile home or recreational vehicle.
- D. "Camp facilities" includes, but are not limited to, tents, huts, or temporary shelters. When parked and used for the purpose of sleeping, automobiles, buses, trucks, campers, trailers, mobile homes and recreational vehicles shall be deemed as "camp facilities."
- E. "Camp paraphernalia" includes, but is not limited to, tarpaulins, bedding, cots, beds, sleeping bags, hammocks or non-city designated cooking facilities and similar equipment
- F. "NVTAs Parking Lot" means parking lots, driveways and other Transit Facilities owned by NVTAs or designated specifically for NVTAs including NVTAs VINE transit use, including entrances and exits to and from any such Transit Facilities, which are accessible by Vehicle.

- G. "NVTA Security Officer" means NVTA staff or contractors hired for the purpose of facilities security and/or parking enforcement.
- H. "Park and Ride Lots" means parking lots and driveways, including entrances and exits to and from, for transit users and commuters use for temporary parking of vehicles while the vehicle driver is using NVTA Vine or carpooling.
- I. "Peace Officer" shall mean any law enforcement officer of the State of California, Napa County, or any agency in Napa County.
- J. "Private Security Officer" means any private security officer hired by NVTA to safeguard its grounds and/or provide parking facility services.
- K. "Smoking" means inhaling, exhaling, burning, or carrying any lighted pipe, cigar or cigarette of any kind, or any other combustible substance.
- L. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- M. "Transit Facility" or "Facility" means any property owned and maintained by NVTA.
- N. "Transit Patron" is defined as a person who parks a vehicle on a NVTA Parking Lot for the purpose of using public transit, or person having business with NVTA.
- O. "Transit Personnel" means any Board member, employee, committee member, or contractor of NVTA or another transit provider whose place of employment is within the Soscot Gateway Transit Center.
- P. "Vehicle" shall have the same meaning as defined in Section 670 of the California Vehicle Code.
- Q. "Vine" the transit service operated by NVTA to provide public transportation to serve Napa County.

## **Section 2.3: Parking Rules and Regulations**

Section 2.3.1: Compliance with Law: No person shall drive, stop, park, or leave standing on any NVTA Parking Lot, Bus Loading Zone, Bus Transit Stations, or Park and Ride Lot, any Vehicle, except in full compliance with the traffic laws of the State of California and the conditions and regulations adopted herein.

Section 2.3.2: Patron Parking: Parking of Vehicles in NVTA Parking Lots is for Transit Patrons or Transit Personnel only, unless the Parking Lot is otherwise posted as a shared public parking facility. Parking in Park and Ride Lots is for transit users and commuters using NVTA VINE or carpooling, unless the Park and Ride Lot is otherwise posted as a shared public parking facility.

Section 2.3.3: Parking Limit:

A,                    Parking of Vehicles in any NVTA Parking Lot shall be limited to one of the following, as posted:

- i.        Transit Patrons, Transit Personnel only
- ii. .     Vehicles using the Charging Stations only
- iii..     Otherwise, as posted.

B.        Parking of Vehicles in any Park and Ride Lot shall be limited to one of the following, as posted:

- i.        Transit Patrons,
- ii.       Commuters temporarily parking a vehicle in the Park and Ride Lot,
- ii. .     Vehicles using the Charging Stations only
- iii..     Otherwise, as posted.

Section 2.3.4: Designated Spaces: Vehicles shall be parked in NVTA Parking Lots or Park and Ride Lots only within areas posted and dedicated for parking, and shall be parked in an orderly manner within the lines indicating a single space. Vehicles shall not be parked within NVTA Parking Lots or Park and Ride Lots within any driveway, in any unlined area, in any yellow or red painted area, in any pedestrian walkway, in any bus loading zones, or in any areas so prohibited by control signs.

Section 2.3.5: Spaces Designated for Persons with Disabilities: No person may park a Vehicle in designated accessible spaces in NVTA Parking Lots or Park and Ride Lots without displaying placards or special license plates issued by the State of California for persons with disabilities.

Section 2.3.6: Abandoned Vehicles: No person shall abandon any Vehicle in any NVTA Parking Lot or Park and Ride Lots. Vehicles reasonably believed to be abandoned may be removed from a NVTA Parking Lot only after a written report identifying the vehicle and its location has been mailed or delivered to the office of the Department of the California Highway Patrol located nearest to the Vehicle. In addition, at least ten (10) days' notice of intention to remove an abandoned Vehicle shall be mailed, by registered or certified mail, to the last registered owners of record of the Vehicle, unless NVTA is unable to determine ownership. The notice shall include a statement that the owner may request a hearing before the NVTA Executive Director. If no hearing has been requested within ten (10) days of the mailing of the notice, the Vehicle may be removed without

further notice. Within five (5) days after the date of removal, notice shall be given to the California Department of Motor Vehicles identifying the Vehicle or part thereof, and any evidence of registration available. NVTA shall not be responsible for any damage caused by the removal of any Vehicle.

Section 2.3.7: Maximum Speed Limit: No person shall at any time drive any Vehicle in any NVTA Parking Lot or Park and Ride Lot at a speed in excess of fifteen (15) miles per hour.

Section 2.3.8: Maximum Vehicle Dimensions: No person shall drive, park, or leave standing in any NVTA Parking Lot or Park and Ride Lot any vehicle or combination of vehicles which exceeds three (3) tons in total aggregate weight or exceeds six and one-half (6 1/2) feet in width or nineteen (19) feet in length. The foregoing prohibition shall not apply to Vehicles owned or operated by or on behalf of NVTA, public transit buses doing business at the Soscol Gateway Transit Center, or vehicles making deliveries to NVTA or making repairs under contract with or otherwise on behalf of NVTA.

Section 2.3.9: Fees for Parking: The Board of Directors of NVTA may establish by resolution fees to be imposed for entrance to or use of any one or more NVTA Parking Lots. Such fees shall constitute charges imposed for entrance to or use of local government property. Fees shall be reasonable and, to the extent necessary in light of the findings set forth in this Ordinance, may be lower for Transit Patrons utilizing NVTA transit facilities than for other Transit Patrons or members of the public. Payment of fees so established is an express condition upon which Vehicles may be parked in NVTA Parking Lots.

Section 2.3.10: Fees for Parking Violations: The Board of Directors of NVTA may establish by resolution fees for parking in violation of this Ordinance.

Section 2.3.11: Additional Use by Special Permit: Notwithstanding the provisions of this Section 2.3, the NVTA Executive Director may issue permits for private use of NVTA Parking Lots for public events if not inconsistent with this Ordinance.

Section 2.3.12: Issuance of Warnings: NVTA Security Officers and Private Security Officers so authorized by the NVTA Executive Director or designee may issue written warnings whenever a Vehicle is driving or parked within a NVTA Parking Lot or Park and Ride Lot in violation of the conditions and regulations set forth in this Ordinance, except as prohibited under State Law.

## **Section 2.4: Camping:**

Section 2.4.1. Findings. Publicly accessible sidewalks, driveways, accessways, and parking areas, including but not limited to, Bus Loading Zones, Bus Transfer Stations, Park and Ride Lots, NVTA Parking Lots, and Transit Facilities should be readily accessible and available to residents, the public at large, and NVTA maintenance and emergency crews. The use of these areas for camping purposes or storage of personal

property interferes with the rights of others to use the areas for which they were intended, and also subjects those persons using such areas to substantial health and safety risks. Many persons, including families with young children, have been camping in automobiles and other public places in these areas in unsafe conditions, with no running water, toilets, cooking or sanitation facilities, even though accommodations in shelters are available to them, resulting in increased disease, illness and crime. The purpose of this chapter is to maintain public areas controlled, maintained, or accessed by NVTA in a clean and accessible condition and to diminish problems such as disease, illness and crime by encouraging the use of appropriate shelter facilities.

Section 2.4.2. Unlawful camping. Except as expressly indicated, it is prohibited and it is unlawful for any person to camp, occupy camp facilities or use camp paraphernalia in the following areas, except as otherwise provided:

A. Any Bus Loading Zones, Bus Transfer Stations, Park and Ride Lots, NVTA Parking Lots, and Transit Facilities.

B. Any NVTA public parking lot or public area, improved or unimproved, enclosed or open.

Section 2.4.3. Storage of personal property in public places. It is prohibited and it is unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following areas, except as otherwise provided by the Executive Director.

A. Any Bus Loading Zones, Bus Transfer Stations, Park and Ride Lots, NVTA Parking Lots, and Transit Facilities.

B. Any NVTA public parking lot or public area, improved or unimproved, enclosed or open.

## **Section 2.5: Smoking Prohibited**

Smoking shall be prohibited on the grounds of the Transit Facility.

## **Section 2.6: Posting of Notices**

The Executive Director or designee shall cause appropriate signs giving notice of the special conditions or regulations imposed under this Ordinance to be erected within the NVTA Facilities. NVTA shall prepare and keep at its principal administrative office a written statement of all special conditions and regulations imposed under this Ordinance.

## **Section 2.7: General**

Section 2.7.1: Construction: In the interpretation of this Ordinance, provisions shall be construed as follows:

- A. The present tense includes the past and future tenses, and the future the present.
- B. References to gender include masculine, feminine and neuter.
- C. The singular number includes the plural, and the plural the singular.
- D. "Shall" is mandatory and "may" is permissive.
- E. These rules are in addition to and supplement all applicable laws or ordinances. Nothing herein shall limit or otherwise infringe on the authority of authorized Peace Officers or others to enforce the provisions of this or other laws.

**SECTION 2.** If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors of the Napa Valley Transportation Authority hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

**SECTION 3.** This Ordinance shall be effective thirty (30) days from and after the date of its passage.

**SECTION 4.** A summary of this Ordinance shall be published at least once 5 days before adoption and at least once before the expiration of 15 days after its passage in the Napa Valley Register, a newspaper of general circulation published in the County of Napa, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced and read at a regular meeting of the Board of Directors of the Napa Valley Transportation Authority, held on the \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2022, and passed at a regular meeting of the Board of Directors of the Napa Valley Transportation Authority, held on the \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2022, by the following vote:

\_\_\_\_\_  
Liz Alessio, NVTA Chair

Ayes

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Laura Sanderlin, NVTA Board Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
DeeAnne Gillick, NVTA Legal Counsel

**PUBLIC NOTICE**  
**NAPA VALLEY**  
**TRANSPORTATION AUTHORITY**  
**(NVTa)**

**Ordinance Summary**

Pursuant to Government Code section 25124, the following constitutes a summary of the ordinance introduced on July 20, 2022, and scheduled for further consideration and final adoption on September 21, 2022, at 1:00 pm by the Board of Directors ("Board") of the Napa Valley Transportation Authority (NVTa) at its regular meeting being conducted virtually by zoom and in person in the JoAnne Busenbark Boardroom located at 625 Burnell Street, Napa CA.

A certified copy of the full text of the following ordinance is posted and available for review upon request at the NVTa Office at 625 Burnell Street, Napa CA. The ordinance is also available at [www.nvta.ca.gov](http://www.nvta.ca.gov)

ORDINANCE NO. 2022- 01

AN ORDINANCE OF THE NAPA VALLEY TRANSPORTATION AUTHORITY REGULATING PARKING, CAMPING AND SMOKING AT TRANSIT FACILITIES AND PARKING AREAS

The proposed ordinance establishes rules, regulations, and enforcement authority and procedures, of parking, camping, and smoking at NVTa transit facilities, property, and parking areas.

Laura Sanderlin NVTa Board Clerk  
8/28/22 #147604





## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Purchase Order 22-015 with Remix Technologies, LLC

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve Purchase Order 22-015 with Remix Technologies, LLC (Attachment 1) to extend the contract for their services for three (3) years until 9/30/2025 in an amount not to exceed \$182,582.38.

### **EXECUTIVE SUMMARY**

Remix provides staff with an easy-to-use tool to accurately cost out service and create schedules, maps and visuals. The software significantly reduces staff time and provides a web interface, which improves public outreach and input from the riding public.

The cost of the contract per year is as follows:

Remix Transit Planning License	2022: \$26,450 USD per year 2023: \$28,500 USD per year 2024: \$30,500 USS per year
Remix Scheduling License	2022: \$26,000 USD per year 2023: \$28,000 USD per year 2024: \$30,000 USD per year
Total = Planning + Scheduling Licenses	2022: \$52,450 USD per year 2023: \$56,500 USD per year 2024: \$60,500 USD per year

This brings the three-year subtotal amount to \$169,450 plus a 7.75% tax brings the grand total to \$182,582.38

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes. If the contract is approved the cost will be \$182,582.38, which is included in the Fiscal Year 2022-2023 and 2023-2024 budget.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVRTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Libby Payan, Senior Program Planner/Administrator  
(707) 259-8782 / Email: lpayan@nvta.ca.gov  
**SUBJECT:** Purchase Order 22-015 with Remix Technologies LLC

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve Purchase Order 22-015 with Remix Technologies LLC (Attachment 1) to extend the contract for their services for three (3) years until 9/30/2025 in an amount not to exceed \$182,582.38.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

On July 17, 2019, the NVRTA Board approved a three-year contract with Remix Software Inc. (Included as Attachment 2 for your reference) that commenced on October 1, 2019 and expires on September 30, 2022. The total cost over the prior three-year period was \$163,330.68. Staff is requesting your approval to extend the contract for another three years, thus resulting in a new contract that would commence October 1, 2022 and expire on September 30, 2025 for a total of \$182,582.38. This is an increase of 11.8% over the prior three-year period.

Remix provides staff with an easy-to-use online platform to accurately perform transit planning, blocking, run cuts, roster style bidding, relief vehicle scheduling and paddles. The software significantly reduces staff time when drafting new schedules, routes, and it provides a web interface which improves public outreach.

#### **Planning Tools**

- Fast and accurate sketch planning using existing stop infrastructure
- Instant demographic impact analysis
- Instant cost estimates

- 
- Unlimited exports (excel, shapefile, KML, frequency-based GTFS, high-resolution image)
  - Unlimited custom data layers (polygon-based shapefiles)
  - Unlimited GTFS uploads
  - Public engagement and share features
  - Travel-time isochrone visualizations
  - Title VI Engine (US) - generate a service equity analysis in less than 10 minutes
  - Timetables – generate and customize timepoints and segment-level runtimes
  - Export timetables into excel
  - Consistent and regular product improvements / feature launches

### Scheduling Tools

In regards to blocking, Remix provides:

- Interactive blocking to finalize vehicle assignments
- Excel report for daily vehicle assignments
- Determines optimally efficient peak bus count
- Detailed bus logistics for dispatch and maintenance

In regards to Run Cuts, Remix provides:

- Dynamic runcutting interface for multiple schedule generation
- Excel report for with driver assignments to vehicles
- Optimize cost, OT, or crew count
- Produce driver & labor friendly schedules
- Maximize straight runs

## **ALTERNATIVES**

The Board could choose to not approve this purchase order, thereby significantly increasing staff time and decreasing efficiencies when drafting new schedules, routes, creating maps for the public, etc. Prior to 2019 NVTa staff developed schedules using Excel spreadsheets which was inefficient and frequently inaccurate requiring costly adjustments after service changes were implemented.

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

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

The Remix platform allows NVTa staff to efficiently plan for any kind of transit service changes, thus serving the needs of the entire community in the most effective and productive manner

Goal 3: Use taxpayer dollars efficiently

The Remix platform creates significant efficiencies and time savings when creating transit service changes or performing transit analysis, thus providing an overall cost savings

**ATTACHMENT(S)**

- (1) Draft Purchase Order 22-015
- (2) Prior Purchase Order 19-1008

**DRAFT**



Napa Valley  
Transportation  
Authority  
625 Burnell Street  
Napa, CA 94559

Phone: 707-259-8631  
Fax: 707-259-8638  
www.nvta.ca.gov

# Purchase

## VENDOR

Via Transportation, Inc.  
(Remix Technologies LLC)  
10 Crosby Street, Floor 2  
New York, NY 10013  
P: Mikaela Hiatt, Renewal Manager  
mikaela.hiatt@ridewithvia.com | 628.243.7355

**Purchase Order #: P22-015**  
**Date:** 09/14/2022  
**Vendor ID: 6568**

## Bill To:

Napa Valley Transportation Authority  
ATTN: Accounts Payable  
**ap@nvta.ca.gov**  
625 Burnell Street  
Napa, CA 94559-2912

## Ship To:

NVTA  
625 Burnell Street  
Napa, CA 94559  
P Rebecca Schenck, Transit Manager  
T 707.259.8636 E rschenck@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK	N/A	N/A	DEST	KULICK	NET 30 Days	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			REMIX TRANSIT PLANNING & SCHEDULING PLATFORM LICENSE RENEWAL SUBSCRIPTION for 38 public transit vehicles as per attached.				
			ANNUAL SUBSCRIPTION FEES				
			YEAR 1 SUBSCRIPTION 10/01/22-09/30/23			\$52,450	\$52,450
			YEAR 2 SUBSCRIPTION 10/01/23-09/30/24			\$56,500	\$56,500
			YEAR 3 SUBSCRIPTION 10/01/24-09/30/25			\$60,500	\$60,500
			CONT ON PAGE 2 OF				

**PROJECT MGR:** REBECCA SCHENCK, TRANSIT MANAGER  
rschenck@nvta.ca.gov | 707.259.8636  
**INVOICES:** Please submit all invoices electronically to ap@nvta.ca.gov for payment.

<b>Subtotal</b>	<b>169,450.00</b>
<b>Tax 7.75%</b>	<b>13,132.38</b>
	- / -
	- / -
<b>TOTAL \$</b>	<b>182,582.38</b>

**THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.**

## VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

## ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa Valley Transportation Authority.

NAME AND TITLE  
(Signature of person authorized to sign)

DATE

KATE MILLER, Executive Director DATE

## FOR INTERNAL USE ONLY

FUND APPROPRIATION:

**Assignment and Renewal  
of the  
Remix Services Agreement for NVTA**

WHEREAS, Remix Software, Inc. and Napa Valley Transit Authority (NVTA) (“**Customer**”) have entered into an agreement titled Remix Services Agreement for NVTA (the “**Agreement**”) dated as of October 1, 2019;

WHEREAS the parties wish to renew the Agreement; and

WHEREAS, Remix Software, Inc. was acquired by Via Transportation Inc., through a two-step merger process, with the surviving entity being Remix Technologies LLC (“**Remix**”), and the Parties desire to assign the contractual relationship previously held with Remix Software, Inc. to Remix Technologies LLC.

NOW, THEREFORE, upon execution of this Assignment and Renewal (“**Assignment and Renewal**”), the Parties agree to the following:

1. **Consent to Assignment.** Customer hereby consents to the assignment of the Agreements to Remix. Remix hereby accepts assignment and assumes responsibility for performance of all the terms and conditions of the Agreement and shall be obligated under all terms and conditions of the Agreement as if it was an original signatory thereto.
2. **Renewal.** With effect from October 1, 2022 (the “**Effective Date**”) the Parties hereby agree to extend the duration of the Agreement beyond its original duration from the Effective date for a period of 3 year until September 30, 2025.
3. **Price.** The Parties hereby agree to the following price structure:

Remix Transit Planning License	2022: \$26,450 USD per year 2023: \$28,500 USD per year 2024: \$30,500 USD per year
Remix Scheduling License	2022: \$26,000 USD per year 2023: \$28,000 USD per year 2024: \$30,000 USD per year
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.
Remix Platform License Summary	Total Contract Value: \$169,450 USD / 3 years ➤ 2022: \$52,450 USD per year ➤ 2023: \$56,500 USD per year ➤ 2024: \$60,500 USD per year

➤ Price based on a fixed route fleet size of 38.

Includes:

- Remix licenses for an unlimited number of users within organization.
- Software as a Service (SaaS): fully hosted, cloud-based web platform.
- Platform functionality as described in the Agreement with continuous improvements released throughout the course of the contract
- Dedicated Customer Success staff
- Premium Enterprise Support: response to requests in 1 business day

4. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Renewal will be governed by the same law as the Agreement.

**REMIX TECHNOLOGIES LLC**

**NAPA VALLEY TRANSIT AUTHORITY**

By:

By:

Name:

Name: KATE MILLER

Title:

Title: Executive Director

Date:

Date:

---

**Remix Billing Information**

Attn  
Accounts Receivable

Address  
10 Crosby St, Floor 2  
New York, NY 10013

Email  
AR@ridewithvia.com

**Customer Billing Information**

Attn Accounts Payable

Address 625 Burnell Street  
Napa, CA 94559

Email ap@nvta.ca.gov

Phone 707.253.4688



# Purchase

Napa Valley  
Transportation  
Authority  
625 Burnell Street  
Napa, CA 94559

Phone: 707-259-8631  
Fax: 707-259-8638  
www.nvta.ca.gov

## VENDOR

Remix Software Inc.  
155 9TH Street  
San Francisco, CA 94103  
P: Olivia Lus, Renewal Manager  
T: 415.712.0654  
E: Olivia@remix.com

**Purchase Order #: 19-1008**

**Date:** 04/29/2019

**Vendor ID:** 6568

## Bill To:

Napa Valley Transportation  
Authority (NVRTA)  
ATTN: Accounts Payable  
625 Burnell Street  
Napa, CA 94559-2912

## Ship To:

NVRTA  
625 Burnell Street  
Napa, CA 94559  
P Matthew Wilcox, Transit Manager  
T 707.259.8635 E mwilcox@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
WILCOX	SEE SCHEDULE	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			REMIX PLANNING AND SCHEDULING SOFTWARE PLATFORM SUBSCRIPTION as per attached scope.				
			YEAR 1 SUBSCRIPTION 10/1/19-9/30/20			\$48,583.00	\$48,583.00
			YEAR 2 SUBSCRIPTION 10/01/20-9/30/21			\$51,500.00	\$51,500.00
			YEAR 3 SUBSCRIPTION 10/01/21-9/30/22			\$51,500.00	\$51,500.00
			CONT ON PAGE 2 OF 13)				
						<b>Subtotal</b>	<b>\$151,583.00</b>
						<b>Tax 7.75%</b>	<b>\$11,747.68</b>
							-/-
							-/-
						<b>TOTAL</b>	<b>\$163,330.68</b>

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

## VENDOR ACCEPTANCE


Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

**X**   
NAME AND TITLE  
(Signature of person authorized to sign)

9/12/19  
DATE

## ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa County Transportation and Planning Agency.

  
KATE MILLER, Executive Director  
(Signature of person authorized to sign)

7/17/19  
DATE

## FOR INTERNAL USE ONLY

FUND APPROPRIATION: TDA4 8300 8302002 52515 PUB\_TRANSIT VINE STATE 8310



# Remix License Summary for NVRTA (Napa, CA)

Prepared for NVRTA (Napa, CA). By Olivia Ius, Remix (olivia@remix.com) Date: 4/5/19

## What do I get with a Remix Planning License?

A full transit planning platform for your entire agency. It's an annual subscription for unlimited users, and includes:

### Planning

- Fast and accurate sketch planning using existing stop infrastructure
- Instant demographic impact analysis
- Instant cost estimates
- Unlimited exports (excel, shapefile, KML, frequency-based GTFS, high-resolution image)
- Unlimited custom data layers (polygon-based shapefiles)
- Unlimited GTFS uploads
- Public engagement and share features
- Travel-time isochrone visualizations
- Title VI Engine (US) - generate a service equity analysis in less than 10 minutes
- Timetables - generate and customize timepoints and segment-level runtimes
- Export timetables into excel
- Consistent and regular product improvements / feature launches

## What do I get with a Remix Scheduling License?

### Blocking

- Interactive blocking to finalize vehicle assignments
- Excel report for daily vehicle assignments
- Determines optimally efficient peak bus count
- Detailed bus logistics for dispatch and maintenance

### Run Cuts

- Dynamic runcutting interface for multiple schedule generation
- Excel report for with driver assignments to vehicles
- Optimize cost, OT, or crew count
- Produce driver & labor friendly schedules
- Maximize straight runs

### Cafeteria/Roster Style Bidding

- Intuitive and informational bid sheets for drivers

### Relief Vehicle Scheduling

- Excel report includes relief vehicle logistics needs
- Determines relief vehicle needs

### Paddles

- Easy to read, detailed printable instructions for drivers
- Customizable time points to keep drivers on schedule
- General Transit Feed Specification (GTFS)
- Validated GTFS export for mobile rider apps
- Integrates with a variety of AVL & farebox systems

## Customer support?

Our Success and Engineering Teams will work with you to develop a customized Success Plan to help you meet your agency goals. With regular check-ins to achieve necessary milestones, our team will work directly with yours to achieve the best optimal schedule for your agency's needs.

## Technical Requirements

The Remix platform is software-as-a-service (SaaS). Everything is cloud-based which means no installations or downloads. We give you a login and password - all you need is internet and the latest version of any browser. Each contract comes with an unlimited number of licenses within the agency. There are no maintenance fees. Every time Remix pushes an update to the platform, or launches a new feature, the users will see it the next time they log in. Remix Scheduling is the only scheduling software that perfectly integrates with Remix Planning.

# Remix Services Agreement

This Services Agreement ("Agreement") is entered into between Remix, Inc., a Delaware corporation ("Company"), and NVTA (Napa, CA) ("Customer") and will become effective when it is executed by authorized representatives of both parties (the "Effective Date").

## Scope of Services & Terms

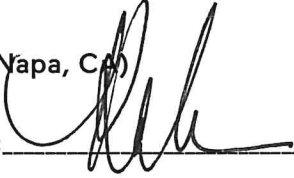
Effective Date	October 1, 2019	
Commitment Term	<b>3 years</b> ➤ 10/1/2019 to 9/30/2022	
Remix Transit Platform License	<b>Remix Planning</b> ➤ US \$17,500* annually  *previous license good through 11/30/19. Credit reflected in total contract value	<b>Remix Scheduling</b> ➤ US \$34,000 annually
Total Contract Value	<b>\$US 151,583</b> (includes 2-month credit from previous Planning contract) ➤ US \$51,500 annually, based on a fixed route fleet of 38.  <b>Includes:</b> <ul style="list-style-type: none"> <li>• Remix licenses for an unlimited number of users within organization.</li> <li>• Software as a Service (SaaS): fully hosted, cloud-based web platform.</li> <li>• Platform functionality as described on page 1 with continuous improvements released throughout the course of the contract</li> <li>• Dedicated Customer Success staff</li> <li>• Premium Enterprise Support: response to requests in 1 business day</li> </ul>	
Billing Schedule	Year 1 (October 2019): \$48,583 Year 2 (October 2020): \$51,500 Year 3 (October 2021): \$51,500	
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.	
Year-to-Year Pricing	US \$55,000 annually if one-year contract (Planning: \$18,000 + Scheduling: \$37,000)	
2022 Estimated Pricing	US \$52,000 to \$55,000 annually	

This Agreement incorporates the attached Terms and Conditions ("Terms"). In the event of a conflict or inconsistency between the Terms and this Agreement, the Terms will control, except to the extent that this Agreement expressly states that it supersedes specific language in the Agreement. Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Agreement.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

NVTA (Napa, CA)

Signature: \_\_\_\_\_



Name: KATE MILLER

Title: Executive Director

\_\_\_\_\_

Date: \_\_\_\_\_

2/12/19

Billing Contact Name: Cindy Westerberg

Email: \_\_\_\_\_

ap@nvta.ca.gov

Phone: \_\_\_\_\_

707.253.4688

Remix Software, Inc.

Signature: \_\_\_\_\_



Name: Tiffany Chu

Title: Co-Founder &amp; COO

\_\_\_\_\_

Date: 9/12/19



## REMIX TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**", together with an Order Form referencing these Terms, the "**Agreement**"), are entered into between Remix, Inc., a Delaware corporation ("**Remix**"), and the customer identified on the Order Form ("**Customer**"), and are effective as of the date that the Order Form is executed by both parties (the "**Effective Date**").

**1. DEFINITIONS.** Capitalized terms will have the meanings set forth in this Section 1, or in the section in which they are first used.

**1.1 "Authorized User"** means each of Customer's employees, agents, and independent contractors who are authorized to access the Remix Solution under this Agreement.

**1.2 "Customer Content"** means any content, data and information provided to Remix by or on behalf of Customer or its Authorized Users for use with the Services, including, without limitation, any Mobility Provider Data. Customer Content does not include Licensed Material or Resultant Data.

**1.3 "Documentation"** means the materials describing the use and operation of the Remix Solution that are made available to Customer as written technical briefs or on <https://help.remix.com/> or such other web page as Remix may designate to Customer from time to time.

**1.4 "Intellectual Property Rights"** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

**1.5 "Licensed Material"** means reports, results, materials and documentation made available to Customer as part of the Services. Licensed Material does not include the Remix Solution or any component thereof.

**1.6 "Mobility Provider"** means an operator of a transportation or rideshare service or platform that provides or facilitates transportation by train, bus, car, bicycle, scooter or any other mode of transportation and is required to provide transportation related data and information to Customer (or its third party designees) by contract, permit or other applicable ordinance, regulation or law.

**1.7 "Mobility Provider Data"** means any data or other information made available to Remix by a Mobility Provider at the direction, or for the specific benefit, of the Customer, even if Remix's receipt of such information is governed by its own agreement with the Mobility Provider.

**1.8 "Order Form"** means an order form signed by both parties that references this Agreement.

**1.9 "Professional Services"** means professional services provided by Remix to Customer as described in any Order Form (as may be further described in any statement of work).

**1.10 "Remix Solution"** means the Remix software-as-a-service application identified in any Order Form that allows Authorized Users to access certain features and functions through a web interface.

**1.11 "Resultant Data"** means statistics, data, insights, observations, analyses, ideas and other information that does not identify any natural person and is derived from the categorization, modeling or other processing of one (or more) data set(s), including, without limitation, data sets that include Customer Content and data of Remix's other customers.

**1.12 "Services"** means any services provided by Remix to Customer under this Agreement as described in an Order Form, including, but not limited to, provision of the Remix Solution and Professional Services.

## 2. PROVISION OF SERVICES

**2.1 Access.** Subject to Customer's payment of the fees set forth in the Order Form ("Fees"), Remix will provide Customer with access to the Remix Solution during the Term (as defined below). Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Remix Solution, and notify Remix promptly of any such unauthorized use known to Customer.

**2.2 Support Services.** Subject to the terms and conditions of this Agreement, Remix will exercise commercially reasonable efforts to (a) provide support for the use of the Remix Solution to Customer, (b) keep the Remix Solution operational and available to Customer, in each case in accordance with its standard policies and procedures, and (c) provide the Service in accordance with the Service Level Terms set out in Exhibit A.

**2.3 Hosting.** Remix will, at its own expense, provide for the hosting of the Remix Solution, provided that nothing herein will be construed to require Remix to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Remix Solution from the Internet.

## 3. INTELLECTUAL PROPERTY

**3.1 License Grant.** Subject to the terms and conditions of this Agreement, Remix grants to Customer a non-exclusive, non-transferable (except as permitted under Section 13.6) license during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Remix Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Remix Solution. Customer may permit any Authorized Users to access and use the features and functions of the Remix Solution as contemplated by this Agreement, provided Customer remains responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and any use of the Services by such individuals is for the sole benefit of Customer.

**3.2 Restrictions.** Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Remix Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Remix Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Remix Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) or nonpublic APIs of the Remix Solution, except as permitted by law; (e) interfere in any manner with the operation of the Remix Solution or the hardware and network used to operate the Remix Solution; (f) modify, copy or make derivative works based on any part of the Remix Solution or Documentation; (g) access or use the Remix Solution to build a similar or competitive product or service; (h) attempt to access the Remix Solution through any unapproved interface; or (i) otherwise use the Remix Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and agrees that the Remix Solution will not be used, and is not licensed for use, in connection with any of Customer's time-critical or mission-critical functions. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Remix or its licensors on the Licensed Material or any copies thereof.

**3.3 Ownership.** As between the parties, the Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Remix in this Agreement are reserved by Customer. As between the parties, the Remix Solution, Licensed Materials, Documentation and Resultant Data, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Remix and its suppliers. All rights in and to the Remix Solution, Licensed Materials, Documentation and Resultant Data not expressly granted to Customer in this Agreement are reserved by Remix and its suppliers.

**3.4 License to Licensed Material.** Subject to the terms and conditions of this Agreement, Remix grants Customer a non-exclusive, non-transferable (except as permitted under Section 13.6), non-sublicensable, royalty-free and fully-paid license to use Licensed Material solely for Customer's internal business purposes and, where Customer is a governmental body, to publicly display the Licensed Material as reasonably necessary to exercise its official authority or fulfill its legal obligations, including, without limitation, to solicit public comment on information contained in Licensed Material.



**3.5 License to Customer Data; Resultant Data.** Customer grants Remix a non-exclusive, worldwide, non-transferable (except as permitted under Section 13.6), non-sublicensable (except to permitted subcontractors under Section 13.10), royalty-free and fully paid license to (a) use the Customer trademarks, service marks, and logos as required to provide the Services; (b) to use, host, store, create derivative works from, communicate, distribute and publicly display the Customer Content as required to perform the Services and improve the Remix Solution; and (c) analyze the Customer Content, combine Customer Content with other data and create Resultant Data, including, without limitation, utilizing machine learning applications and other analytical methods. Customer acknowledges that the value of the Remix Solution to Customer and Remix's ability to provide it in accordance with this Agreement are contingent on Remix's ability to operate and improve the Remix Solution based on what it learns from the Resultant Data generated in the course of delivering the Remix Solution to all Remix customers.

**3.6 Open Source.** Certain items of software may be provided to Customer with the Remix Solution and certain Licensed Materials are subject to "open source" or "free software" licenses ("**Open Source Material**"). Some of the Open Source Material is owned by third parties. Open Source Materials are not subject to the terms and conditions of Sections 3.1 or 10. Instead, each item of Open Source Materials is licensed under the terms of the end-user license that accompanies such Open Source Materials. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Materials. If required by any license for particular Open Source Materials, Remix makes such Open Source Materials, and Remix's modifications to that Open Source Materials, available by written request at the notice address specified below.

**3.7 Third Party Products.** Certain features and functionality of the Services may rely on third party data, software, or applications ("**Third Party Products**"). Such Third-Party Products may be subject to their own terms and conditions, which will be identified to the Customer in writing before they are incorporated into the Services. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products or utilize any features or functionality of the Services that incorporate them.

**3.8 Feedback.** Customer hereby grants to Remix a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Remix will not identify Customer as the source of any such feedback.

#### **4. FEES AND EXPENSES; PAYMENTS**

**4.1 Fees.** In consideration for the access rights granted to Customer and the Services performed by Remix under this Agreement, Customer will pay to Remix the Fees. Except as otherwise provided in the Order Form, all Fees are billed at the end of the month due and payable within thirty (30) days of the date of the invoice. Customer will reimburse Remix for documented expenses that are expressly provided for in an Order Form or SOW (defined below) or that have been approved in advance in writing by Customer. Remix reserves the right (in addition to any other rights or remedies Remix may have) to discontinue the Remix Solution and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. If Customer believes that Company has billed Customer incorrectly, Customer must contact Remix no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

**4.2 Taxes.** The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Remix's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the Remix Solution to Customer. Customer will make all payments of Fees to Remix free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Remix will be Customer's sole responsibility, and Customer will provide Remix with official receipts issued by the appropriate taxing authority, or such other evidence as the Remix may reasonably request, to establish that such taxes have been paid.

**4.3 Interest.** Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

#### **5. CUSTOMER CONTENT AND RESPONSIBILITIES**



**5.1 Licenses; Customer Content.** Customer will obtain all third party licenses, consents and permissions needed for Remix to use the Customer Content to provide the Services and exercise its rights under this Agreement. Customer is solely responsible for the accuracy, quality, integrity, legality, and reliability of all Customer Content.

**5.2 Customer Warranty.** Customer represents and warrants that the Customer Content and its use by Remix in accordance with this Agreement will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Remix's system or data; and (e) otherwise violate the rights of a third party or applicable law.

**5.3 Back-ups; Security.** Customer will have the ability to export Customer Content out of the Remix Solution for the Term of the relevant Order Form and thereafter in accordance with Section 11.4. Customer acknowledges that the Remix Solution is not intended to serve as its data retention repository and that Customer is solely responsible for creating its own backup copies of any Customer Content at Customer's sole cost and expense. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content by Customer and the security of all usernames, passwords, API keys and other credentials required to access the Remix Solution. Customer will be responsible for any and all actions taken using Customer's accounts and passwords. If any Authorized User who has access to the Remix Solution is no longer an employee of or engaged by Customer, then Customer will immediately delete such access and otherwise terminate such Authorized User's access to the Remix Solution.

**5.4 Mobility Provider Cooperation.** Customer acknowledges that the performance of the Services (and value of the Services to Customer) may depend on Remix's receipt of data or other information or cooperation from one or more Mobility Providers. Therefore, Customer shall be responsible for taking all actions reasonably required to ensure such Mobility Providers provide such data, information or cooperation to Remix as is reasonably required for Remix to perform the Services, including, without limitation, requiring Mobility Providers to make available to Remix any and all data and information to which Customer is entitled in accordance with Remix's then applicable data specifications, and without requiring Remix to pay any additional consideration to, or sign any agreement with, the Mobility Provider that would interfere with the provision of services or grant of licenses under this agreement. Customer acknowledges and agrees that (a) Remix shall have no liability for a Mobility Provider's failure to provide such data, information or cooperation or other action or omission and (b) a Mobility Provider shall in no event be construed as a Remix supplier, contractor or agent even if Remix enters into a license or other agreement with such Mobility Provider to obtain data or information in furtherance of the Services.

## **6. PROFESSIONAL SERVICES.**

**6.1** Where the parties have agreed to Remix's provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a statement of work signed by both parties ("**SOW**"). The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in the Agreement. Customer may use anything delivered as part of the Professional Services in support of authorized use of the Services and subject to the terms regarding Customer's rights to use the Service set forth in this Agreement and the applicable SOW, but Remix will retain all right, title and interest in and to any such work product, code or deliverables and any derivative, enhancement or modification thereof created by Remix as part of the Professional Services.

**6.2 Freedom of Information Requests.** Remix will cooperate with Customer's requests to provide information that Customer requires to comply with its legal obligations under applicable freedom of information laws, provided that to the extent such cooperation exceeds the scope of Services specified in an Order Form, Remix will provide such cooperation as Professional Services pursuant to an SOW.

## **7. WARRANTIES AND DISCLAIMERS**

**7.1 Limited Warranty.** Remix represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner and in substantial conformity with the Documentation. Remix's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at



no charge to Customer, for Remix to use commercially reasonable efforts to correct the reported non-conformity, or if Remix determines such remedy to be impracticable, either party may terminate the portion of the Services affected by the breach of warranty and Customer will receive as its sole remedy a refund of any Fees Customer has pre-paid for use of such Services for the terminated portion of the applicable Term. The limited warranty set forth in this Section 7.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by use not in accordance with the Documentation, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

**7.2 Disclaimer.** THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL AND DOCUMENTATION ARE PROVIDED “AS IS,” AND NEITHER REMIX NOR ITS SUPPLIERS MAKES (AND SUCH PARTIES HEREBY DISCLAIM) ANY OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NO INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. REMIX DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE REMIX SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. REMIX SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS, OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF REMIX OR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY OR RELIABILITY OF MOBILITY PROVIDER DATA.

## **8. LIMITATION OF LIABILITY**

**8.1 Types of Damages.** EXCEPT WITH RESPECT TO A PARTY’S LIABILITY UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**8.2 Amount of Damages.** THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO REMIX DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL REMIX’S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY’S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

**8.3 Basis of the Bargain.** The parties agree that the limitations of liability set forth in this Section 8 will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

**8.4 Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 8 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

## **9. CONFIDENTIALITY**

**9.1 Confidential Information.** “Confidential Information” means any code, inventions, analysis methods and products, know-how, business, technical and financial information, and any other nonpublic information of a party (the “Disclosing Party”), whether disclosed orally or in written or digital media, that it discloses to the other party (the “Receiving Party”) and identifies as “confidential” or with a similar legend at the time of such disclosure or that the Receiving Party knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation and all enhancements and improvements thereto will be considered Confidential Information of Remix.



**9.2 Protection of Confidential Information.** Except as expressly authorized herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations, and exercising its rights, under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to personnel and contractors who have a need to know such information for the purpose of the performance of the Receiving Party's obligations or exercising its rights under this Agreement, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

**9.3 Exceptions.** The confidentiality obligations set forth in Section 9.2 will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information (i) to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law (including, without limitation, freedom of information laws) or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure to the extent permitted by law, cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order, discloses no more information that is legally required, and in the case of disclosure required by freedom of information laws, Customer agrees to afford all confidentiality protections available under applicable law to such Confidential Information of Remix prior to disclosing it pursuant to such laws, including, without limitation, by providing Remix notice of freedom of information requests for such Confidential Information, the opportunity to object to Customer's disclosure thereof, and notice of Customer's disclosure determinations; and (ii) to its attorneys, accountants, professional advisors, and actual or potential lenders, investors or acquirers so long as such parties are bound by confidentiality obligations no less restrictive than those set forth herein.

## **10. INDEMNIFICATION**

**10.1 By Remix.** Remix will defend at its expense any claim brought against Customer insofar as such claim is based on a claim by any third party alleging that the Remix Solution infringes such third party's patent, copyright or trademark rights under applicable laws of any jurisdiction within the United States of America, and will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Remix (including reasonable attorneys' fees and costs) resulting from such claim. If any portion of the Remix Solution becomes, or in Remix's opinion is likely to become, the subject of a claim of infringement, Remix may, at Remix's option: (a) procure for Customer the right to continue using the Remix Solution; (b) replace the Remix Solution with non-infringing software or services which do not materially impair the functionality of the Remix Solution; (c) modify the Remix Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Remix Solution and Documentation. Notwithstanding the foregoing, Remix will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the Remix Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Remix Solution in combination with other products, equipment, software or data not supplied by Remix; (iii) any modification of the Remix Solution by any person other than Remix or its authorized agents; or (iv) Customer's settlement or admission with respect to any claim without Remix's prior written consent (each an "Exclusion"). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Remix, or any of its officers, directors, employees, shareholders, contractors, suppliers or representatives, for infringement claims and actions.

**10.2 By Customer.** Customer will defend at its expense any claim brought against Remix insofar as such claim is based on a claim by any third party arising from or relating to the Customer Data, the breach or alleged breach by Customer of Section 5.2 (Customer Warranties), or any Exclusion, and Customer will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Customer (including reasonable attorneys' fees and costs) resulting from such claim.



**10.3 Procedure.** The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

## 11. TERM AND TERMINATION

**11.1 Term.** This Agreement will begin on the Effective Date and continue in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with the Agreement (the "**Term**"). Unless otherwise stated in the applicable Order Form, the term of an Order Form will begin on the effective date of the Order Form and continue in full force and effect for the time period specified therein, unless earlier terminated in accordance with the Agreement. Thereafter, the Order Form will automatically renew for additional terms of one (1) year unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term.

**11.2 Termination for Breach.** Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

**11.3 Effect of Termination.** Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to delete or return all Confidential Information of the other party, as set forth in the Section 9; provided that, for clarity, Remix is not obligated to delete or return Resultant Data; and (c) any amounts owed to Remix under this Agreement will become immediately due and payable. Sections 1, 3.3-3.8, 4, 5.3, 5.4, 7.2, 8, 9, 10, 11.3, 11.4, 12 and 13 will survive expiration or termination of this Agreement for any reason.

**11.4 Data Extraction.** For sixty (60) days after the end of the Term, as applicable, Remix will make Customer Content and Licensed Materials available to Customer through the Remix Solution on a limited basis solely for purposes of Customer retrieving such Customer Content and Licensed Materials, except to the extent Remix has instructed Customer to delete it. After such period, Remix may destroy all copies of Customer Content and Licensed Materials in its possession.

## 12. CO-MARKETING.

At the request of Remix, Customer agrees to the issuance of a joint press release on a mutually agreed upon date or the 90th day from the Effective Date, whichever is earlier. Each party will have the right to approve the press release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees to use of Customer's name and logo on Remix's web site and in Remix promotional materials. Customer agrees that Remix may disclose Customer as a customer of Remix.

## 13. MISCELLANEOUS

**13.1 Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts of San Francisco County, California for any lawsuit filed there against Customer by Remix arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**13.2 Export.** Customer agrees not to export, report, or transfer, directly or indirectly, any U.S. technical data acquired from Remix, or any products utilizing such data, in violation of the United States export laws or regulations.

**13.3 Government End-Users.** Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. All Services were developed fully at private expense. All other use is prohibited.

**13.4 Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**13.5 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**13.6 No Assignment.** Except as provided in Section 13.10, either party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

**13.7 Compliance with Law.** Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Licensed Material and Documentation.

**13.8 Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) or failure to perform such duties or obligations will not be considered a breach of this Agreement if such delay or failure is caused by a labor dispute, shortage of materials, fire, earthquake, flood, denial of service or other cyber-attack, diminishment of telecommunications or data networks or services, refusal of a license by a government agency or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

**13.9 Independent Contractors.** Customer's relationship to Remix is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Remix.

**13.10 Subcontractors.** Remix may use the services of subcontractors and permit them to exercise the rights granted to Remix in order to provide the Services under this Agreement, provided that Remix remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Services as required under this Agreement.

**13.11 Notices.** All notices required or permitted under this agreement must be delivered in writing, if to Remix, by emailing [team@remix.com](mailto:team@remix.com) and if to Customer by emailing the Customer Point of Contact email address listed on the Cover Page, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

**13.12 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

**13.13 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Remix.



**EXHIBIT A****Service Levels**

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Amended and Restated Clipper© Memorandum of Understanding

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution 22-25 approving the 2022 Amended and Restated Clipper Memorandum of Understanding (MOU) with the Metropolitan Transportation Commission and have the Executive Director (or designee) execute the agreement.

### **EXECUTIVE SUMMARY**

Clipper is the Bay Area's all in one-transit card accepted by all Bay Area public transit systems. The Clipper Program started when the Metropolitan Transportation Commission (MTC) entered in contract with Cubic Transportation Systems, Inc. in 2009. There have been multiple MOUs between MTC and transit system operators over the life of the Clipper Program. The most recent major MOU change was on February 19, 2016, when MTC and the operators executed an Amended and Restated Clipper MOU. This MOU established the Clipper Executive Board to make policy on behalf of all the participating transit operators, while the MTC acts as the Contracting Agency.

The 2022 MOU incorporates Amendment 3 to the 2016 MOU; clarifies Clipper Program goals and performance measures; includes language to address contracts supporting the operation of a new account-based Clipper system, known as the "Clipper Next Generation System"; and updates the regional cost-sharing methodologies and agreements between the MTC and the 23 transit system operators (Operators), consistent with MTC's contracts with Cubic Transportation Systems, Inc. (Cubic) for operation of the Clipper Next Generation System.

### **FISCAL IMPACT**

It is difficult to predict the fiscal impact of the new MOU. Most of the cost is based on the usage and revenue generated from the Clipper card by Vine passengers. In addition, there are costs associated with the implementation and on-going maintenance of the new Clipper System. Clipper revenues for July 1, 2021 to June 30, 2022 was \$58,084 while payments for services was less than \$1,000.



September 21, 2022  
NVRTA Agenda Item 9.6

Continued From: New  
**Action Requested: APPROVE**

## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVRTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Director - Administration, Finance and Policy  
(707) 259-8779 / Email: [anonorato@nvta.ca.gov](mailto:anonorato@nvta.ca.gov)  
**SUBJECT:** Amended and Restated Clipper Memorandum of Understanding

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution 22-25 approving the 2022 Amended and Restated Clipper Memorandum of Understanding (MOU) with the Metropolitan Transportation Commission and have the Executive Director (or designee) execute the agreement.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

The Clipper automated fare payment system is currently being used on 23 transit systems in the San Francisco Bay Area. MTC extended its contract with Cubic for the current Clipper universal fare payment system through November 2, 2024, and entered into a separate contract in September 2018 with Cubic to design, develop, test, install, transition, operate, and maintain the Clipper Next Generation account-based fare payment system.

Also, effective September 1, 2021, an amendment to the 2016 MOU transferred oversight and administration of the Regional Transit Connection Discount Card Program (RTC Program), which provides people with disabilities access to discounts on transit, to the Clipper Executive Board and MTC. A new MOU needs to be executed to reflect program changes driven by the Next Generation Clipper system, including revised cost-sharing formulas for multiple contracts.

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The purpose of the amended and restated MOU is to document the following:

- Operator, MTC and Contracting Agency responsibilities in support of the Clipper Program
- The role and responsibilities of the Clipper Executive Board and Clipper Executive Director
- The terms for adding new operator or affiliated participants
- The approach to allocating Clipper and RTC Program costs between MTC and the operators, as well as among the operators
- Clipper Program goals and performance measures

### **ALTERNATIVES**

Not applicable.

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

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

The goals stated in the Clipper MOU will most likely make it easier for the customer to use transit in the Bay Area, however, this will take away some of the flexibility we have currently in how fares are set, the pricing, and how quickly fare changes can be made.

### **ATTACHMENT(S)**

- (1) Resolution 22-25
- (2) Amended and Restated Clipper Memorandum of Understanding

**RESOLUTION No. 22-25**

**A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)  
IN AUTHORIZING THE EXECUTION OF THE 2022 AMENDED AND RESTATED  
CLIPPER MEMORANDUM OF UNDERSTANDING WITH THE METROPOLITAN  
TRANSPORTATION COMMISSION AND BAY AREA TRANSIT OPERATOR, AND  
RELATED ACTIONS**

**WHEREAS**, the Napa Valley Transportation Authority (NVTA) is designated the countywide transportation planning agency responsible for Highway, Street and Road, and transit planning and programming within Napa County; and

**WHEREAS**, the Clipper® automated fare payment system is currently being operated on 23 transit systems (Operators) in the San Francisco Bay Area; and

**WHEREAS**, the Metropolitan Transportation Commission (MTC) extended its contract with Cubic Transportation Systems, Inc. (Cubic) for the current Clipper card-based fare payment system through November 2, 2024, and entered into a separate contract with Cubic in September 2018 to design, develop, test, install, transition, operate, and maintain the Clipper Next Generation account-based fare payment system; and

**WHEREAS**, effective February 19, 2016, MTC and the Operators entered into an Amended and Restated Clipper Memorandum of Understanding to delineate the respective responsibilities of MTC and the Operators for the Clipper program (2016 MOU); and

**WHEREAS**, the 2016 MOU was amended to revise provisions regarding the Clipper Executive Board and incorporate a common interest provision (Amendment No. 1); to add new cost-sharing formulas (Amendment No. 2), and to transfer responsibility for management and oversight of the Regional Transit Connection Discount Card Program (RTC Program) to the Clipper Executive Board and MTC (Amendment No. 3); and

**WHEREAS**, MTC and the Operators now desire to amend and restate the 2016 MOU, as amended, to reflect changes to the Clipper program brought about by the implementation of the Next Generation Clipper account-based fare payment system and the expanded use of Clipper since 2016, and to revise the cost-sharing formula for the RTC Program; and

**WHEREAS**, the proposed 2022 Amended and Restated Clipper Memorandum of Understanding (2022 MOU) will:

1. Replace the 2016 MOU, as amended;
2. Clarify Clipper program goals and performance measures;



3. Address contracts supporting the operation of a new account-based Clipper Next Generation System;

4. Update the regional cost-sharing methodologies and agreements between MTC and Operators to allocate Operations & Maintenance costs, with the Operators' share to be based on proportional Clipper ridership (whereas the 2016 MOU used proportions of regional revenue-generating transactions and unique cards used);

5. Revise how RTC Program costs will be shared, with each Operator assuming a proportional share of the monthly regional cost, and the remaining costs allocated proportionally based on usage;

6. Generally require individual Operators' mobile payment applications, to be discontinued within six months of the launch of Clipper Next Generation; and

7. Require that only Clipper devices be used for open payment acceptance where the Clipper payment option is available; and

**WHEREAS**, staff recommends that the Board of Directors authorize the Executive Director, or designee, to execute the 2022 MOU as described above.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Napa Valley Transportation Authority that:

1. That the NVTA Board hereby approves and authorizes the Executive Director, or designee, to execute the 2022 Amended and Restated Clipper Memorandum of Understanding with the Metropolitan Transportation Commission and Bay Area transit operators, as described above.

**BE IT FURTHER RESOLVED** that the Executive Director, or designee, is authorized to take all necessary actions to implement the terms and conditions of the MOU, consistent with the role of the NVTA as a participating transit operator.

Passed and adopted this 21<sup>st</sup> day of September, 2022.

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Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

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Laura M. Sanderlin, NVTB Board Secretary

APPROVED:

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Osman Mufti, NVTB Legal Counsel

## 2022 AMENDED AND RESTATED CLIPPER® MEMORANDUM OF UNDERSTANDING

This 2022 Amended and Restated Clipper® Memorandum of Understanding (the "MOU") is entered into as of the 1st day of October, 2022 (the "Effective Date"), by and among the Metropolitan Transportation Commission ("MTC") and the following transit operators participating in the Clipper® Program (referred to herein individually as an "Operator" or collectively as the "Operators")<sup>1</sup>:

Alameda-Contra Costa Transit District ("AC Transit"); Golden Gate Bridge Highway and Transportation District ("GGBHTD"); the San Francisco Bay Area Rapid Transit District ("BART"); the City and County of San Francisco, acting by and through its Municipal Transportation Agency ("SFMTA"); the San Mateo County Transit District ("SamTrans"); the Santa Clara Valley Transportation Authority ("VTA"); the Peninsula Corridor Joint Powers Board ("Caltrain"); Central Contra Costa Transit Authority; City of Fairfield, as the operator of Fairfield and Suisun Transit; City of Petaluma; Eastern Contra Costa Transit Authority; Livermore/Amador Valley Transit Authority; Marin County Transit District; Napa Valley Transportation Authority; Solano County Transit; Sonoma County Transit; Sonoma-Marín Area Rail Transit; Vacaville City Coach; Western Contra Costa Transit Authority; San Francisco Bay Area Water Emergency Transportation Authority; City of Santa Rosa; and City of Union City; and any other New Operator Participants in accordance with Article VI.A of the MOU.

MTC and the Operators are referred to herein collectively as the "Parties" or individually as a "Party".

### Recitals

1. On July 2, 2009, MTC entered into a contract (the "Clipper Contract") with Cubic Transportation Systems, Inc., to implement, operate and maintain the Clipper fare payment system on behalf of the Operators ("Clipper Program") through November 2, 2019, which contract was extended on June 30, 2017, for a period of up to five years (November 2, 2024).
2. On February 19, 2016, MTC and the Operators entered into an Amended and Restated Clipper Memorandum of Understanding, replacing a previous MOU that delineated the MTC and Operator responsibilities for the Clipper Program, which was subsequently amended on April 17, 2017; October 1, 2020; and September 1, 2021 ("2016 MOU").
3. On September 26, 2018, MTC, as Contracting Agency under the 2016 MOU, entered into a contract (the "Next Generation Clipper Contract") with Cubic Transportation Systems, Inc. (the "Clipper Contractor") to act as system integrator for the Next Generation Clipper system, including system design, development and testing, installation and transition, operations and maintenance, and end-of-<sup>1</sup>term transition. The Next Generation Clipper system will implement an account-based payment system.
4. Effective September 1, 2021, the 2016 MOU transferred responsibility for management and oversight of the Regional Transit Connection Discount Card Program ("RTC Program"), which provides people with disabilities with discounted access to fixed-route transit, to the Clipper

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<sup>1</sup> Clipper® is a registered trademark of MTC. Henceforth, all references to Clipper, with or without the registered trademark designation, will be to the MTC registered trademark.

Executive Board and responsibility for the administration of the RTC Program to MTC, pending development and implementation of a new RTC Program database.

5. The Parties now wish to amend and restate the 2016 MOU to reflect changes to the Clipper program brought about by the implementation of the Next Generation Clipper system and the expanded use of Clipper since 2016, including a revised cost-sharing formula applicable to the RTC Program and tailored to the Next Generation Clipper account-based fare payment system.
6. For purposes of this MOU, references to the Clipper Program, Clipper fare payment system, or Clipper refer collectively to the systems implemented under the Clipper Contract, the Next Generation Clipper Contract, and other contracts to be entered into to implement and operate the Next Generation Clipper system. The term Clipper Contract refers to both the Clipper Contract and the Next Generation Clipper Contract, as appropriate.

## **ARTICLE I**

### **Operator Responsibilities**

Each Operator agrees to:

- A. Implement and operate the Clipper fare payment system in accordance with the Clipper Operating Rules, as adopted and amended from time to time, consistent with the consultation and approval process set forth in Appendix A, Process for Amending Clipper Operating Rules, attached hereto and incorporated herein by this reference. The Clipper Operating Rules establish operating parameters and procedures for the consistent and efficient operation of Clipper throughout the region. The current version of the Clipper Operating Rules is available on MTC's website at <http://clipper.mtc.ca.gov>.
- B. Pay its share of Clipper costs, including costs of the salary of additional Clipper staff necessary to support the Executive Board, according to Appendix B, Clipper® Cost and Revenue Allocation, as amended, attached hereto and incorporated herein by this reference. Changes to Appendix B require an amendment to the MOU in accordance with Article XI.A.
- C. Make its facilities and staff available for implementation and operation of Clipper. Any Operator and the Contracting Agency may agree to an Operator-specific implementation plan, setting forth specific requirements regarding implementation and operation of Clipper for such Operator.
- D. Make determinations regarding the placement of Clipper Equipment, as defined in the Next Generation Clipper Contract, on the Operator's facilities and equipment; perform necessary site preparation; attend Clipper Contractor training on the use of the Clipper Equipment; and provide training to employees using the Clipper Equipment.
- E. Participate in as-needed reviews of the cost and revenue allocation formula in Appendix B, to support fairness among Operators and to accommodate changes in shared operation costs.
- F. Implement, operate and promote Clipper as its primary fare payment system, including the primary mobile payment system, and refrain from establishing other fare payment systems or fare policies that could deter or discourage frequent transit riders' preference to use Clipper. Each Operator agrees to set fares so that fares paid with Clipper are equivalent or lower than fares paid either with cash or other forms of payment. No new

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non-Clipper prepaid fare product, other than for promotional, special event or limited-audience—e.g., tourist—fares, shall be created by any Operator without consulting with and receiving prior written approval from the Clipper Executive Board.

- G. Provide appropriate training to employees who have Clipper-related operations responsibilities, so that those personnel are able to carry out the requirements placed on Operators in this MOU, including, but not limited to, vehicle operators, station agents, conductors, customer service personnel, proof-of-payment officers, ticket sales staff and any other personnel responsible for interacting with customers concerning fare payment.
- H. Perform first-line maintenance on Clipper Equipment located at their facilities or on their vehicles; promptly notify the Clipper Contractor when second-line maintenance of Clipper Equipment is needed; promptly notify the Contracting Agency and the Clipper Contractor of any issues affecting daily financial reconciliation or accuracy of system reports; issue all types (including, but not limited to, cards configured as senior or youth) of Clipper cards; add value to existing Clipper cards from all customer service terminals located at their business facilities; and provide at least the same level of front-line customer service to their patrons using Clipper as to patrons using other forms of fare payment.
- I. Take financial responsibility for the cost of replacement of Clipper Equipment damaged in-service due to vandalism or any other cause for which the risk of loss is not with the Clipper Contractor pursuant to the Clipper Contract or Next Generation Clipper Contract or covered by warranty under the applicable Clipper contract.
- J. Provide General Transit Feed Specifications (GTFS) for the development, implementation, operation, and maintenance of the Clipper mobile application.
- K. Support the Contracting Agency in its administration and operation of the RTC Program, as set forth in Article III.M, and pay its share of RTC Program costs, according to Appendix B, attached hereto and incorporated herein by this reference, as it may be amended, from time to time.

## **ARTICLE II**

### **MTC Responsibilities**

MTC agrees to:

- A. Fund a portion of the Clipper operating and maintenance costs, including costs of the salary of additional Clipper staff necessary to support the Executive Board, as set forth in Appendix B. Subject to availability of necessary funds, inclusion of projects in the Regional Transportation Plan and Transportation Improvement Program where necessary, and receipt of all necessary Commission approvals, budget appropriations and allocations, MTC will continue to fund capital and Contracting Agency operating costs in the manner that it has funded capital and Contracting Agency operating costs to date through a dedicated allocation of federal, state and local funds, both discretionary and project-designated. Recommended annual capital allocations will be identified in the work plan approved by the Executive Board. (See Article IV.C.4.)
- B. Retain all books, papers, records, documents, and other materials pertaining to its responsibilities under Appendix B (the "Materials") in accordance with federal grant and

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audit requirements and generally accepted accounting principles and make the Materials available to Parties upon request through reasonable means and at reasonable times. Parties may request that Materials be made available for the most recently closed fiscal year during the term of this MOU and for up to one year thereafter; provided, however, that nothing in this Article II.B is intended to limit a Party's rights to obtain records under the California Public Records Act (Government Code Section 6250 et seq.) or San Francisco's Sunshine Ordinance (see Appendix E).

- C. Continue to serve as the Contracting Agency (described in Article III), and continue to provide adequate staffing to support the Clipper program under the direction of the Clipper Executive Director (described in Article V), until such time as the Executive Board designates, and MTC's Commission approves, the assignment of MTC's duties as Contracting Agency to another Party pursuant to Article IV.D.
- D. Employ the Clipper Executive Director (described in Article V). MTC reserves the right to make decisions regarding hiring, promotion, termination, compensation, and removal of the initial Clipper Executive Director. Selection of a successor Executive Director shall be in accordance with Article III.I.
- E. Continue to create, maintain, and protect all copyrights and other intellectual property necessary or convenient for the operation of the Clipper fare payment system, including the Clipper brand, trademark and design, and provide any necessary licenses to use such intellectual property to the Contracting Agency, if other than MTC.
- F. Enter into supplemental agreements with new Operator Participants in accordance with Article VI.A.
- G. Enter into Affiliate Participant agreements in accordance with Article VI.B.

### **ARTICLE III**

#### **Contracting Agency Responsibilities**

The Contracting Agency agrees to:

- A. On behalf of the Parties, procure, award, manage and carry out the duties and responsibilities of the Clipper Program under all contracts necessary for the expansion, modification, modernization, operation, maintenance, marketing and customer service of the Clipper fare payment system, including the Clipper Contract, Next Generation Clipper Contract, contracts for the Next Generation customer service center, the payment gateway, fare media contracts ("Other Next Generation Clipper Contracts"; see Appendix B-3), and any contracts for associated professional or technical services for the Clipper program as a whole.
- B. Establish, manage, and implement Clipper Operating Rules in accordance with Appendix A.
- C. Provide regular updates (at least quarterly) on the Clipper Program to the Parties.
- D. Support the Parties with respect to Articles I.E and II.A by providing system data affecting the cost allocation formula.

- E. Own specified Clipper Equipment, as may be required by grant or funding agency rules and regulations, and transfer ownership, to the greatest extent permitted under such rules and regulations, to any successor Contracting Agency.
- F. Hold and manage the Clipper bank accounts and act as an agency in trust for the benefit of the cardholders for funds deposited by the cardholders for the ultimate use on the services provided by the Operators, and for the benefit of the Operators for funds due to Operators until dispersed to such Operators.
- G. Conduct an as-needed contract compliance audit covering Clipper Program revenue collection and allocation and cost allocation responsibilities under the MOU and provide a copy of the complete audit report to all Parties upon conclusion of each such audit.
- H. Retain all books, papers, records, documents, and other materials pertaining to its responsibilities under Appendix B (the "Materials") in accordance with federal grant and audit requirements and generally accepted accounting principles and make the Materials available to Parties upon request through reasonable means and at reasonable times. Parties may request that Materials be made available for the most recently closed fiscal year during the term of this MOU and for up to one year thereafter; provided, however, that nothing in this Article III.H is intended to limit a Party's rights to obtain records under the California Public Records Act (Government Code §§ 6250 *et seq.*), subject to the restrictions on the handling and confidentiality of personally identifiable information ("PII") set forth in California Streets and Highways Code Section 31490.
- I. Engage the Clipper Executive Director in accordance with Article V. The Contracting Agency reserves the right to make decisions regarding hiring, promotion, termination, compensation, and removal of the Clipper Executive Director provided that the Contracting Agency shall not engage the successor to the initial and successor Executive Directors without the concurrence of the Executive Board. The Contracting Agency shall collaborate with the Executive Board in considering potential candidates for Executive Director.
- J. Provide adequate staffing (including program and legal staff) to support the Clipper program. The Contracting Agency reserves the right to make decisions regarding hiring, promotion, termination, compensation and removal of program staff.
- K. Provide necessary logistical and technological support to the Executive Board and any committees thereof, except as provided in Article IV.H.
- L. On behalf of the Parties and under the direction of the Clipper Executive Board, procure, award, and manage contracts and carry out the administrative and management duties and responsibilities necessary for the operation, maintenance, marketing and customer service of the RTC Program; provided, however, that the Contracting Agency shall not assume administrative, operational (including customer service), or maintenance duties prior to its issuance of a notice to Operators that a new RTC database has been tested and deployed.
- M. On behalf of the Parties and under the direction of the Clipper Executive Board, procure, award, and manage contracts and carry out the administrative and management duties and responsibilities necessary for the operation, maintenance, marketing and customer service of the RTC program; provided that MTC shall not assume administrative, operational

(including customer service), or maintenance duties prior to MTC's issuance of a notice to Operators that a new RTC database has been tested and deployed by MTC.

#### **ARTICLE IV**

##### **Clipper Executive Board**

- A. Role; Composition. The Parties agree that responsibility for the policy oversight and management of the Clipper Program and the RTC Program shall reside with a Clipper® Executive Board ("Executive Board"). The Executive Board's responsibilities shall be executed in a manner consistent with the Operator, MTC and Contracting Agency responsibilities set forth in Articles I, II and III, respectively. The Executive Board shall be comprised of nine members: one representative each from the SFMTA, BART, Caltrain/SamTrans, AC Transit, VTA, GGBHTD and MTC, and two representatives who are selected to represent all other Operators (the "Small Operators") in the sole discretion of the Small Operators. Each representative shall be at the General Manager or senior management level.
- B. Principles. The Executive Board shall adhere to the following principles:
1. The Clipper Program shall continue as the primary electronic fare collection system for the Operators.
  2. Each member of the Executive Board commits to actively advance the continued successful operation, maintenance and growth of the Clipper Program on a cost-effective, operationally efficient, and coordinated basis.
  3. Promote efforts to reduce the overall cost of the Clipper system, including operating costs, capital costs and consultant expenses.
  4. Promote regional efforts to simplify fare structures while protecting revenue levels.
- C. Duties. The Executive Board shall undertake the following duties:
1. Meet in accordance with a regular meeting schedule established by the Executive Board, not less than quarterly.
  2. Establish goals for the Clipper Program, including targets to increase market penetration and cost containment initiatives. The Program Goals and Performance Measures are attached as Appendix C, and may be amended by unanimous vote of the Executive Board from time to time.
  3. Propose for review by MTC, Operators and other funding sources (collectively, the "Funding Agencies") a biennial capital and operating budget for the Clipper Program. Revise and adopt the proposed budget in accordance with the Clipper budgets adopted and/or allocations made by each of the Funding Agencies. The biennial budget shall outline staffing requirements and resources needed to accomplish the work plan. The budget shall define required funding, identify funding sources, and specify the amount of individual agency contributions.



4. Adopt a detailed biennial work plan to implement the established goals and budget.
  5. Designate the Contracting Agency, as further described in and subject to Article IV.D, and provide policy oversight, advice, and direction to the Contracting Agency.
  6. Evaluate the performance of the Clipper Executive Director on at least an annual basis. The Board will develop goals and objectives jointly with the Clipper Executive Director, which will form the basis for the annual evaluation.
  7. Review and authorize Significant Business Matters as described in Article IV.E.
  8. Establish such procedures as shall be necessary or desirable to facilitate compliance by the Executive Board with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the "Brown Act") and other applicable laws.
- D. Designation of a Contracting Agency. The Executive Board shall designate one of the Parties to serve as the "Contracting Agency" with the responsibilities defined in Article III. MTC shall serve as the initial Contracting Agency. The Executive Board shall review the designation of the Contracting Agency not more often than once every three (3) years and may designate any of the Parties as a new Contracting Agency no later than one year prior to the proposed assignment date, which designation may be subject to the approval of the governing board of the proposed new Contracting Agency. In the event of a new designation, the then-current Contracting Agency shall seek approval from its governing board to assign all outstanding contracts, funding agreements, licenses, and accounts to the newly designated Contracting Agency and, if it receives approval from its governing board for such assignment, take such other actions as may be necessary or convenient to effect the transition of the Contracting Agency role. In the event of a change from the role of MTC as the Contracting Agency, the Executive Board will work with MTC and the successor Contracting Agency to protect or minimize loss or degradation of jobs for Clipper support staff at MTC.
- E. Significant Business Matters. The Executive Board shall decide all Significant Business Matters by a majority vote. "Significant Business Matter" shall mean any matter that can reasonably be expected to have a substantial financial impact (defined as an impact of \$250,000 or more) or a substantial operating impact (defined as causing operations to fall below then-current annual operational goals) on Clipper or any of the Parties. Significant Business Matters, include, but are not limited to, the following:
1. Approval of Clipper Program Contracts and Change Orders that exceed the maximum authority levels established by the Contracting Agency's procurement rules for its chief executive officer, or \$250,000, whichever is less, or that are not funded in the biennial budget. Contracting Agency governing board approval may also be required.
  2. Amendments to the Clipper Operating Rules, pursuant to Appendix A.
  3. Acceptance of new Parties to the Clipper Program. The Executive Board delegates to MTC the authority to sign supplemental agreements with new Parties accepted into the Program, as provided in Article VI.

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4. Acceptance of Clipper Affiliate Participants, as described in Article VI.B, and implementation of new business ventures or opportunities for the Clipper Program.
5. Assignment of the Next Generation Clipper Contracts. Contracting Agency approval shall also be required.
6. Approval of expenses (administrative, operating and legal) incurred by the Contracting Agency if in excess of or not contemplated by the current approved budget.
7. Decision whether any other matter, not expressly included or excluded as a Significant Business Matter in this list, is a Significant Business Matter in accordance with the definition above.

The foregoing definition of Significant Business Matters may be amended by unanimous vote of the Executive Board from time to time.

- F. Quorum. Five members of the Executive Board constitute a quorum. In the absence of a quorum, a smaller number of Executive Board members may secure the attendance of absent members by video conference, teleconference, or other means compliant with the Brown Act to establish a quorum. Only eligible voting members shall be counted to establish a quorum.
- G. Voting. Each member of the Executive Board shall have one vote. A vote of a majority of the Executive Board is required for approval. Executive Board members may not abstain from voting on any matter before the Executive Board, except in cases of conflicts of interest.
- H. Board Chair; Committees. The Executive Board shall bi-annually elect a Chair and Vice Chair from its members. The Chair shall provide administrative staff support to the Executive Board, as needed as determined by the Chair and the Clipper Executive Director. The Chair may appoint advisory committees or working groups for specified projects of limited duration. The Executive Board may establish standing committees from time to time.
- I. Delegates. Executive Board members may appoint, in writing, delegates to vote on their behalf in the event of a member's absence from any Executive Board meeting, for up to four (4) meetings per calendar year. No voting rights are accorded to delegates, nor do delegates count toward a quorum of the Executive Board, when they are representing an Executive Board member for meetings after four (4) missed meetings in a calendar year.

## ARTICLE V Clipper Executive Director

The Clipper Executive Director shall be responsible for regional coordination of the Clipper program among the Parties, oversight of consultants and contractors retained for the design, operation and maintenance of the Clipper program, and effectuation of the goals and work plan adopted by the Executive Board in accordance with the budget. Clipper program support staff engaged by the Contracting Agency shall report to the Clipper Executive Director.

The Clipper Executive Director shall be selected and appointed by the Contracting Agency following consultation with the Executive Board to factor in any Executive Board concerns. The Contracting Agency will directly engage the Clipper Executive Director as its employee or independent contractor in accordance with any civil service or procurement rules applicable to the Contracting Agency. The Clipper Executive Director shall be Carol Kuester, or her successor as MTC's Section Director of Electronic Payments (or comparable position), subject to Article III.I.

## **ARTICLE VI**

### **New Operator and Affiliate Participants**

- A. New Operator Participants. Any Bay Area transit operator not a Party to this Agreement must be approved by the Executive Board and agree to the terms of the MOU then in effect as a condition of implementing Clipper, by entering into a supplemental agreement to this MOU accepting the then-current terms of this MOU. Signature by the other Parties to the MOU is not required. MTC shall not enter into a supplemental agreement with a New Operator Participant prior to the issuance of a Change Request (as defined in the Next Generation Clipper Contract) to the Clipper Contractor covering all or a portion of the work required to accept such operator into the system. MTC shall provide the other Parties to the MOU with written notice of each supplemental agreement. "Bay Area transit operator," for purposes of this Article VI means a transit operator with headquarters located within the nine counties within MTC's jurisdiction.
- B. Affiliate Participants. The Executive Board must approve implementation of Clipper or use of the Clipper card, brand, or application on any transit operator with headquarters located outside the Bay Area or by a business that is not a transit operator (collectively, "Affiliate Participants"). Affiliate participants shall be required to enter into an agreement with the Contracting Agency accepting the then-current terms of the MOU and agreeing to additional terms and conditions for implementation of Clipper or use of the Clipper card, brand, or application. Any additional costs incurred by the Clipper Program shall be paid for in accordance with such agreements. In addition, the Contracting Agency shall include indemnification provisions in such agreements at least as stringent as those set forth in Article VII.

## **ARTICLE VII**

### **Indemnification**

- A. Mutual Indemnification. No Party to this MOU (including any of its directors, commissioners, officers, agents or employees) shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party under or in connection with this Agreement. Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify and hold other Parties harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such indemnifying Party under or in connection with this Agreement and for which such indemnifying Party would otherwise be liable.
- B. Contracting Agency Indemnification of Other Parties. Notwithstanding the provisions of Subsection A above, the Contracting Agency shall indemnify, hold

harmless, and defend the other Parties from any and all claims or liability resulting from any action or inaction on the part of Contracting Agency relating to the Clipper Contract and the RTC Program (except as provided in Subsection F below) or from its failure to carry out its responsibilities under Article III of this MOU. With respect only to MTC as Contracting Agency, this indemnification covers action or inaction on the part of MTC relating to the Clipper Contract prior to the Effective Date of this MOU. Except as stated in the previous sentence, this indemnification only covers action or inaction on the part of a Contracting Agency while it serves as Contracting Agency under this MOU.

- C. Other Parties' Indemnification of Contracting Agency. Notwithstanding the provisions of Subsection A above, each Party hereto that is not the Contracting Agency shall indemnify, hold harmless, and defend the Contracting Agency from any and all claims or liability resulting from any action or inaction on the part of such Party relating to its responsibilities under Article I or II, as applicable, of this MOU.
- D. Operator Indemnification of MTC. Notwithstanding the provisions of Subsection A above and subject to Subsection F below, each Operator shall indemnify, hold harmless, and defend MTC from any and all claims or liability resulting from any action or inaction on the part of such Operator relating to its responsibilities under Article I of this MOU.
- E. MTC Indemnification of Operators. Notwithstanding the provisions of Subsection A above, MTC shall indemnify, hold harmless, and defend each Operator from any and all claims or liability resulting from any action or inaction on the part of MTC relating to its responsibilities under Article II of this MOU.
- F. Indemnification of MTC as RTC Discount Card Program Administrator. Notwithstanding the provisions of Subsections B and D above, the Operators shall indemnify, defend, and hold harmless MTC as Contracting Agency against any and all claims or liability related to the RTC Program resulting after MTC's assumption of the responsibilities set forth in Article III.M as administrator and operator of the RTC Program to the extent that such claims or liability relate to actions or inactions taken by the Operators or their third party medical verifier contractor to administer, manage, and operate the RTC Program **prior to** MTC's assumption of such duties.

## ARTICLE VIII

### Term

The term of the MOU shall begin upon the Effective Date and continue for a period of ten (10) years, unless terminated by written agreement of the Parties.

## ARTICLE IX

### Dispute Resolution

The Parties agree to abide by the dispute resolution procedures in Appendix D, Dispute Resolution, attached hereto and incorporated herein by this reference to resolve disputes between or among Parties to the MOU. To invoke the dispute resolution process, two Executive Board members must request it.

## **ARTICLE X**

### **Changed Circumstances**

Any Party may initiate informal discussions among the Parties concerning the provisions of this MOU, based on its assessment that changes in technology or other factors external to the MOU or the Clipper Contract indicate that it would be in the best interests of one or more Parties to consider revisions to the MOU. If a majority of Parties agree, the Parties will then jointly evaluate the changed circumstances to determine what, if any, revisions to the MOU are necessary or desirable. Any agreed-upon changes shall require an amendment to the MOU approved and executed by all Parties.

## **ARTICLE XI**

### **General Provisions**

- A. The entire Agreement between and among the Parties is contained herein, and no change in or modification, termination or discharge of this MOU shall be valid or enforceable unless it is approved by the Parties and made in writing and signed by the Parties.
- B. Headings in this MOU are for convenience only and not intended to define, interpret or limit the terms and conditions herein.
- C. This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute a single instrument.
- D. This MOU is intended for the sole benefit of the Parties and is not intended to nor shall be construed to confer any benefit or create any right in any third party.
- E. Appendix E, Special Provisions for the City and County of San Francisco, attached hereto and incorporated herein by this reference, sets forth the terms and conditions required by the City and County of San Francisco in certain contracts entered into by the City.
- F. If any provision of this MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOU shall be valid and be enforceable to the fullest extent permitted by law.
- G. Notices provided under the MOU shall be provided to the individuals listed in Appendix F, Notices, attached hereto and incorporated herein by this reference. Each Party to the MOU is responsible for notifying other Parties of a change in the individual designated to receive notices in writing. Changes to Appendix F may be made by any Party without an amendment to this MOU. MTC will distribute to every other Party the notice information of new Parties to the MOU added pursuant to Article VI.
- H. This MOU supersedes, amends, and restates the 2016 MOU in its entirety.

## **ARTICLE XII**

### **Legal Representation and Common Interest**

The Parties recognize a mutuality of interest, and a need for joint cooperation in legal matters relating to Clipper. In furtherance of this common interest, any communications among Parties and

counsel for any of the Parties shall be confidential and protected from disclosure to any third party by each and every privilege – including, but not limited to, the attorney-client privilege, the attorney work product privilege, and the pooled information privilege – notwithstanding the dissemination of the communications and work product among Parties by the counsel that made the information available in the first instance. If information covered by the privileges is requested by a third party pursuant to a subpoena or other discovery request, then counsel receiving the request shall notify in a timely fashion the counsel who disclosed the information so that the privileges against disclosure may be asserted.

Should any Party withdraw from or otherwise terminate its participation in the Clipper program, such withdrawal or termination shall not impair the privileges that protect any information that has been shared prior to such action. Any Party that withdraws or terminates its participation in the Clipper program shall promptly return all privileged materials that the Party has received.

### **ARTICLE XIII**

#### **Confidential Information**

Either MTC or an Operator (the “Receiving Party”) may, in the course of carrying out its responsibilities under this MOU, have access to proprietary or confidential information owned by the other Party (“the Disclosing Party”), the disclosure of which to third parties may damage the Disclosing Party. Such proprietary or confidential information must be held by the Receiving Party in confidence and used only in performing its responsibilities as provided in the MOU. The Receiving Party shall exercise at least the same standard of care it would use to protect its own proprietary or confidential information.

SIGNATURES ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, this Amendment has been duly authorized and executed by the Parties hereto on the dates specified below by their duly authorized representatives.

**Metropolitan Transportation Commission**

Approved as to form:  
Kathleen Kane, General Counsel

\_\_\_\_\_  
Name: Therese W. McMillan  
Title: Executive Director

\_\_\_\_\_  
Matthew Lavrinets, Senior Counsel

Date:\_\_\_\_\_

## **Appendix A**

### **Process for Amending Clipper Operating Rules**

1. The Contracting Agency shall provide written notice to the other Parties at least ninety (90) days in advance of making any changes to the Operating Rules affecting Operator Roles and Responsibilities (Section 3 of the Clipper Operating Rules). Notice shall be provided by email to the contact named in Appendix F, or as subsequently revised or updated by the Parties, as provided in Article XI.G.
2. The Contracting Agency shall provide additional notice to the other Parties on possible changes to the Operating Rules affecting Operator Roles and Responsibilities in the regular Clipper program reports furnished under Article III.C.
3. The Contracting Agency's notices shall include enough information to enable the other Parties to determine the financial and other impacts of the proposed change.
4. If requested by any Party within 30 days of issuance of such notice, the Contracting Agency will consult with all affected Parties concerning the proposed change prior to its adoption.
5. Any Party that requires additional time in excess of the notice period specified by the Contracting Agency to implement a change may notify the Contracting Agency of the additional period of time required during the initial 30-day notice period. The Contracting Agency will then work with the Party(ies) during the consultation period to modify the effective date and/or content of the Operating Rules change, as necessary.
6. Following such consultation process, if any Party(ies) objects to the proposed change, as modified during the consultation process, such Party(ies) may initiate one or more of the dispute resolution processes described in Appendix D.
7. The Contracting Agency shall delay the implementation of the disputed change until the conclusion of the dispute resolution process.
8. All proposed changes to the Operating Rules shall be presented for approval to the Executive Board. The Contracting Agency agrees that it shall not implement changes to the Operating Rules that have not been approved by the Executive Board.



## **Appendix B**

### **Clipper Cost and Revenue Allocation [see applicable sub appendices on following pages]**

## Appendix B-1 Clipper Cost and Revenue Allocation for Clipper Contract

This Appendix B-1 applies to cost and revenue allocation during the extended Operations & Maintenance (O/M) term of the Clipper Contract, which will extend through November 2, 2024, unless earlier terminated. The cost allocation formulas and principles in this Appendix B-1 were included in the 2016 MOU and apply only to the Clipper Contract.

### 1. Cost Allocation Among Operators

The allocation of Clipper operating costs to each Operator shall be tied to the cost driver of each category of operating expense outlined in Section 2.B. The percent allocation in each category will be based on actuals by Operator. "Percentage of Cards Used" by Operator will be used to assess operating fees for account-based, fixed or other costs not directly attributable to either transit transactions or revenue and will be based on the number of individual cards used at least once on an Operator's system. "Fee Generating Transit Transactions" shall mean any activity in which a Clipper card is used to receive service on or from an Operator's system that results in a charge pursuant to Attachment 2 to Part I of the contract between MTC and Cubic for the operation of Clipper. "Revenue Processed" shall mean the fee collected on behalf of each Operator by the Clipper clearinghouse (e.g., the price charged to ride on the Operator's transit system, the value of pass sales, the amount of parking fees paid).

The allocation of Clipper operating costs to each Operator while the current Clipper Contract line item pricing structure is applicable shall be based on the following formula:

MOU Section 2.B.i	Fee Category	Allocation Formula
a,b,c	9.0 Cardholder Support Services	Percentage of Cards Used
d,e,f	10.0 Third Party Load Service Fees	Percentage of Cards Used
g	11.0 Autoload Services	Percentage of Cards Used
h	13.22.45 Supplemental Operations	Percentage of Cards Used
i	13.31 Clipper Transaction Fee	Percentage of Fee Generating Transit Transactions
j,k,l,m	13.60-90 Incremental Credit/Debit Card Interchange Fees	Percentage of Revenue Processed
n	Reimbursement of Bank Fees/Direct Charges	Percentage of Revenue Processed
o	Network Communication Reimbursement	Direct Charge to Operator
p	Specialized Card Printing	Direct Charge to Operator
q,r	Operator Share of Staffing	Percentage of Cards Used
s	Add Value/TVM Debit Card Interchange Fees for Non-Clipper Gateways	Percentage of Revenue Processed

In addition to the Clipper operating costs allocated in accordance with Section 2.B(i) herein, each Operator shall be responsible for payment of:

- a. Clipper Data Server (CDS) Store operating costs specified below for any CDS Store

implemented on such Operator's site; and

- b. Incremental Clipper operating costs established by and/or resulting from Clipper Contract change orders requested and funded by an Operator for Operator's use and benefit shall be the responsibility of such Operator. This applies to costs or portions of costs that would otherwise be MTC's responsibility as described below.

## 2. Clipper Costs

### A. MTC Operating and Maintenance Costs. MTC shall pay the following Clipper operating costs under the Clipper Contract's line item pricing structure:

- i. All fixed operating costs of the Clipper clearinghouse and equipment maintenance services costs as specified in the Clipper Contract's Price Schedule (Attachment 2 to the Clipper Contract) (the "Price Schedule"), including:
  - a. Item 3.20 Program Management - Operations and Maintenance
  - b. Item 3.30 Clipper Testbed Operations & Maintenance
  - c. Item 5.31 Operator Help Desk
  - d. Item 5.32 Reporting
  - e. Item 5.33 Asset Management
  - f. Item 6.0 Equipment Maintenance Services
  - g. Item 10.21(a) Location Acquisition
  - h. Item 10.22 Location Servicing and Support
  - i. Item 10.23 (a) Acquisition Payment for Third Party Location
  - j. Item 12.0 Network Management
  - k. Item 13.22 Basic Monthly Operations and Admin
- ii. Variable Clipper operating costs as specified in the Price Schedule (Attachment 2 to the Clipper Contract), specifically:
  - a. Item 7.10-2 Senior and Youth Card Mail-In Applications
  - b. Item 8.10(a-g) Card Distribution Services
  - c. Item 8.11 Card Distribution Services
  - d. Item 8.12 Card Distribution Services
  - e. Item 8.20 Cardholder Education
  - f. Item 8.31 Location Acquisition for Completion of Distribution Network
  - g. Item 8.32 Location Acquisition for Completion of Distribution Network
  - h. Item 8.41 Pass Through of Amounts Paid for Installation of Phone Lines
  - i. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
  - j. Item 9.5 Service Level Standard Incentives and Abatements
  - k. Item 13.100 Mobile Website Operations and Maintenance
- iii. All other lump sum and capital expense items specified in the Price Schedule not enumerated above or covered by Section 2.B.

### B. Operator Operating Costs under the Clipper Contract's Line Item Pricing Structure.

- i. Operators shall pay the following listed Clipper operating costs in accordance with the cost sharing formula in Section I, reduced by any amounts payable by MTC

pursuant to Section 2.A. References to Item numbers refer to the corresponding prices payable to the Clipper Contractor under the Price Schedule, which are subject to annual price adjustment as specified in Article 13.6 of the Clipper Contract:

- a. Item 9.24 Balance Protection Services Registration
  - b. Item 9.25 Lock/unlock Clipper Application
  - c. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
  - d. Item 10.11 Clipper E-purse Load
  - e. Item 10.12 Pass/Stored Ride Load
  - f. Item 10.24 Employer Program Commission
  - g. Item 11.0 Autoload Services
  - h. Item 13.22.45 Supplemental Monthly Operations and Admin
  - i. Item 13.31 Clipper Transaction Fee
  - j. Item 13.60 Incremental Gateway Fees
  - k. Item 13.70 Incremental Debit Card Interchange Fees
  - l. Item 13.80 Incremental Credit Card Interchange Fees
  - m. Item 13.90 Pass Through Website Credit Card Processing Fees
  - n. Reimbursement of Contracting Agency bank fees and direct bank charges in connection with the Clipper bank account(s) in excess of the amounts reimbursed under Section 3.A below
  - o. Direct payment or reimbursement of Contracting Agency costs for network communication.
  - p. Direct payment or reimbursement of Contracting Agency costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper cards
  - q. Reimbursement of Contracting Agency costs for a portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper program.
  - r. Reimbursement of Contracting Agency costs for a portion (at least fifty percent) of the salary and benefits of the Clipper Executive Director as approved by the Executive Board.
  - s. Reimbursement of Operator costs for credit/debit interchange fees generated through an Operator-specific gateway associated with Clipper sales through ticket officed terminal devices and add value and ticket vending machines, as long as the total average fees do not substantially exceed the average Clipper fees.
- ii. Changes or Additions to Operator Operating Costs Items. Except as reserved for Executive Board approval in 2.B(i)(q, r, s), substantive changes or additions to the Operator-paid operating cost items set forth in Section 2.B(i) require an amendment to this Appendix B and approval of all Parties to the MOU as of the date of the change or addition.
  - iii. Contracting Agency shall invoice each Operator on a monthly basis for its share of the operating costs. The Operators shall pay Contracting Agency within fifteen (15) calendar days of receipt of such invoice.
3. Cost Allocation of Time and Materials Payments to Clipper Contractor during Clipper Contract O&M Extension Period

Any payments to the Clipper Contractor on a time and materials basis during the Clipper Contract O&M Extension Period, exclusive of pass-through fees, will be split equally (50%/50%) between MTC and the Operators. The Operators' share shall then be further allocated to each Operator based 50% on its Percentage of Cards Used and 50% on its percentage of Fee-Generating Transit Transactions.

Pass-through fees shall be allocated to Operators as set forth Sections 1 and 2 above.

#### 4. Revenue Allocation

Revenues generated by Clipper during any period of time, including interest earnings on funds held by the clearinghouse and excluding fare revenues or parking fees collected on behalf of and distributed to Operators, shall be utilized as follows:

- A. To offset Contracting Agency's bank fees and direct bank charges related to the managing of the Clipper accounts;
- B. After deduction of Contracting Agency's bank fees and charges under Section 4.A above, To reduce the Operators' Clipper operating costs listed in Section 2.B(i) above or in Section 3 above; and
- C. After payment of Operators' Clipper operating costs listed in Section 2.B(i) or in Section 3 above, to be allocated to Operators by applying the percentage of cards used by Operator specified in Section I herein, unless otherwise authorized by the Executive Board.

Notwithstanding the above, fees charged cardholders for card acquisition, card replacement, balance restoration, failed Autoload funding recovery, card refund processing, and other card-related activities shall be reserved to pay for future card procurements; provided, however, that surcharges on limited use cards or other fare media imposed by an Operator to pay for the acquisition, implementation, administration and replacement of such fare media shall be distributed to and retained by such Operator. (For clarity, any surcharge imposed by an Operator as part of its fare structure shall be considered "fare revenue" and shall be distributed to and retained by such Operator.)

## **Appendix B-2**

### **RTC Program Cost Allocation**

#### **1. RTC Program Cost Allocation Among Operators**

"Percentage of RTC Cards Used" by Operator will be used to assess operating fees for account-based, fixed or other costs not directly attributable to either transit transactions or revenue and will be based on the number of individual RTC cards used at least once on an Operator's system during the specified billing period. The allocation of RTC Program operating costs (as defined in Section 2 below) to Operators shall be based on both an equivalent 1% share of RTC Program Operating Costs for each Operator with the remaining costs allocated based on a Percentage of RTC Cards Used by Operator during the specified billing period, initially a calendar month.

#### **2. RTC Program Operating Costs**

Operators shall pay the following listed RTC Program Operating Costs to the Contracting Agency, in accordance with the cost sharing formula in Section 1 above:

- A. Reimbursement of the RTC Program medical verifier contract costs;
- B. Card Fees for RTC Clipper Card Customization, currently Clipper Contract Price Schedule Item 7.10-1, Per-Card Fee for RTC Clipper Card Customization (subject to annual price adjustment as specified in Article 13.6 of the Clipper Contract);
- C. Reimbursement of the Salesforce Operations & Maintenance costs and license fees;
- D. \$75,000 annually for staff time for administration of the RTC Program; and
- E. Reimbursement of claims against MTC, in accordance with the indemnification provision in Article VII, Indemnification, Subsection F, resulting from actions or inactions taken by the Operators or their third party medical verifier contractor to administer, manage, and operate the RTC program **prior to** MTC's assumption of such duties.

## Appendix B-3

### Next Generation Clipper Cost and Revenue Allocation

#### 1. Allocation of Fixed Monthly Accelerated Deployment O/M Payments

Payments to the Clipper Contractor for Accelerated Deployment Operations and Maintenance (O/M) and Post-Revenue Ready Accelerated Deployment O/M under the Next Generation Clipper Contract, Articles 3.8.4, Scaling of O/M Payments, and 3.8.5, O/M Payments for Accelerated C2 System Deployment and Attachment C-5, Payment Form for C2 System Operations & Maintenance will be allocated in accordance with this Appendix B-3.1.

- a. Accelerated Deployment fixed monthly O/M payments triggered by issuance of the Accelerated C2 System Deployment Mobile O/M NTP shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based 50% on its Percentage of Cards Used and 50% on its Percentage of Fee-Generating Transit Transactions. "Percentage of Cards Used" by Operator will be based on the number of individual cards used at least once on an Operator's system during the specified billing period. "Fee Generating Transit Transactions" shall mean any activity in which a Clipper card is used to receive service on or from an Operator's system that results in a charge pursuant to Attachment 2 to Part I of the Clipper Contract between MTC and Cubic.
- b. Accelerated Deployment fixed monthly O/M payments triggered by issuance of Accelerated C2 System Deployment Equipment O/M NTP shall be split 50%/50% between MTC and the Operators. Each Operator's share would then be determined based 50% on its Percentage of Cards Used and 50% on its Percentage of Fee-Generating Transit Transactions (excluding BART's Fee-Generating Transit Transactions from the total count).
- c. Post-Revenue Ready Accelerated Deployment fixed monthly O/M payments triggered by issuance of a notice by MTC that Revenue Ready has been achieved shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based on its Percentage of Clipper Ridership. "Percentage of Clipper Ridership" by Operator will be based on the number of transit trips taken on an Operator's system and reported through the Clipper fare system during the specified billing period.
- d. MTC shall pay for 100% of the pass-through fees associated with the conversion of physical Clipper cards to virtual mobile cards and on-going pass-through fees associated with the use of virtual mobile cards and the Clipper mobile app.

#### 2. Allocation of Capital Costs

- a. MTC shall pay for the following Clipper capital costs:
  - i. Capital costs associated with the initial design, development and testing, installation and transition, and end of term transition under the Next Generation Clipper Contract
  - ii. Clipper Equipment included in Attachment C-8, Payment Form for Equipment, not purchased by an Operator pursuant to Article 8.7 of the

- Next Generation Clipper Contract, Purchase and Ownership of Equipment by Transit Operators
- iii. Capital costs associated with the initial implementation and ongoing costs of the Other Next Generation Clipper Contracts, not including capital costs associated with the purchase of limited use fare cards (tickets)
- iv. Clipper Capital costs established by and/or resulting from Clipper Contract or Other Next Generation Clipper Contract change orders requested and funded by the region for the region's use and benefit
- v. All other lump sum and capital expense items in Attachment C, Payment Forms of the C2 SI Contract not enumerated above or covered under Appendix B-3.2(b) below

b. The Operators shall pay for the following Clipper capital costs:

- i. Capital costs associated with the purchase of limited use fare cards (tickets)
- ii. Clipper Equipment purchased by an Operator pursuant to Article 8.7 of the Next Generation Clipper Contract, Purchase and Ownership of Equipment by Transit Operators
- iii. Clipper Capital costs established by and/or resulting from Clipper Contract or Other Next Generation Clipper Contract change orders requested and funded by an Operator for Operator's use and benefit

### 3. Allocation of Monthly Account-Based O/M Payments

Payments to the Clipper Contractor for Account-Based Operations and Maintenance of the Next Generation Clipper system under the Next Generation Clipper Contract, Article 3.8 and Attachment C-5, Payment Form for Operations & Maintenance, will be triggered by issuance of a C2 System Transition Notice to Proceed (NTP) from MTC to the Clipper Contractor setting the agreed-upon O/M Commencement Date as set forth in Article 8.2, Commencement, and indicating that Customer Transition to the Next Generation Clipper system can occur.

- a. Account-Based fixed monthly O/M payments shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based on its Percentage of Clipper Ridership.
- b. Account-Based variable monthly KPI/SLA and retail incentive payments shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based on its Percentage of Clipper Ridership.
- c. Operators shall pay for 100% of on-going pass-through fees associated with retailer commissions. Each Operator's share would then be determined based on its Percentage of Revenue Processed. "Percentage of Revenue Processed" shall mean the fee collected on behalf of each Operator by the Clipper clearinghouse (e.g., the price charged to ride on the Operator's transit system, the value of pass sales, the amount of parking fees paid) during the specified billing period.
- d. MTC shall pay for 100% of ongoing pass-through fees associated with the conversion of physical Clipper cards to virtual mobile cards and on-going pass-through fees associated with the use of virtual mobile cards and the Clipper mobile app.



**4. Allocation of O/M Payments for Other Next Generation Clipper Contracts**

- a. Customer Service Center.
  - i. Fixed monthly O/M payments shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based on its Percentage of Clipper Ridership.
  - ii. Variable monthly KPI/SLA incentive payments shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based on its Percentage of Clipper Ridership.
- b. Payment Services. Operators shall pay for 100% of on-going pass-through fees associated with payment services. Each Operator's share would then be determined based on its Percentage of Revenue Processed.
- c. Fare Media. MTC shall pay for 100% of monthly O/M payments associated with the fare media fulfillment contract.

**5. Additional Operating Costs to be Paid by Operators**

- a. Reimbursement of Contracting Agency bank fees and direct bank charges in connection with the Clipper bank account(s) in excess of the amounts reimbursed under Section 6.A below
- b. Direct payment or reimbursement of Contracting Agency costs for network communication.
- c. Direct payment or reimbursement of Contracting Agency costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper cards
- d. Reimbursement of Contracting Agency costs for a portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper program.
- e. Reimbursement of Contracting Agency costs for a portion (at least fifty percent) of the salary and benefits of the Clipper Executive Director as approved by the Executive Board.
- f. Reimbursement of Operator costs for credit/debit interchange fees generated through an Operator-specific gateway associated with Clipper sales through customer service terminal devices and add value and ticket vending machines, as long as the total average fees do not substantially exceed the average Clipper fees.
- g. Reimbursement of incremental Clipper operating costs established by and/or resulting from Clipper Contract or Other Next Generation Clipper Contract change orders requested and funded by an Operator for Operator's use and benefit shall be the responsibility of such Operator. This applies to costs or portions of costs that would otherwise be MTC's responsibility as described in Appendix B-3.3 and Appendix B-3.4 above.

**6. Revenue Allocation**

Revenues generated by the Clipper Program, exclusive of revenues related to the Clipper Contract addressed in Appendix B-1.4, including interest earnings on funds held by the clearinghouse and excluding fare revenues or parking fees collected on behalf of and distributed to Operators, shall be utilized as follows:

- A. To offset Contracting Agency's bank fees and direct bank charges related to the managing of the Clipper accounts;
- B. After deduction of Contracting Agency's bank fees and charges under Section 6.A above, to reduce the Operators' Clipper operating costs listed in Section 3 above or in Section 4 above; and
- C. After payment of Operators' Clipper operating costs listed in Section 3 or in Section 4 above, to be allocated to Operators by applying the Percentage of Cards Used by Operator, unless otherwise authorized by the Executive Board.

Notwithstanding the above, fees charged cardholders for card acquisition, card replacement, balance restoration, card refund processing, and other card- related activities shall be reserved to pay for fare media procurements and pass-through fees associated with virtual mobile cards and the Clipper mobile app; provided, however, that surcharges on limited use cards imposed by an Operator to pay for the acquisition, implementation, administration and replacement of such fare media shall be distributed to and retained by such Operator. (For clarity, any surcharge imposed by an Operator as part of its fare structure shall be considered "fare revenue" and shall be distributed to and retained by such Operator.)

## **Appendix C**

### **Program Goals and Performance Measures**

The performance standards below are intended to guide the development and ongoing operations of Clipper, however, specific actions and targets may be constrained by legal, fiscal and system limitations.

#### **Goal: Provide an intuitive, efficient, and familiar experience**

- Electronic fare payment is the primary payment method for all transportation fares and fees
  - ✓ Mobile fare payment is integrated into and branded as Clipper
  - ✓ Parking at transit stations can be paid with Clipper
  - ✓ Bikeshare at transit stations can be paid with Clipper
  - ✓ Paratransit trips can be paid with Clipper
- Transit systems to move 100% to Clipper or incentivize use of Clipper, depending on mode
  - ✓ Heavy commuter rail and ferry systems accept only Clipper (extended and limited use)
  - ✓ Bus/light rail operators to adopt fare differentials to incentivize use of Clipper and transition remaining products to Clipper
- Transit mobile payments are made primarily through the Clipper system once the account-based features are made available through the Clipper mobile app
- Acceptance of open payment is available primarily through the Clipper system

#### **Goal: Provide excellent, proactive customer service**

- Customers can easily obtain and use Clipper
  - ✓ Media dispensing and reloading options are widely available
  - ✓ Clipper vending machines offering new cards and add-value are located at all heavy rail and ferry locations
  - ✓ Online transactions are immediately available for use
  - ✓ Third-party vendor locations are easily accessible in all service areas
  - ✓ Streamline process for refunds and replacements
  - ✓ Support payment for families, groups, institutional programs, and events

#### **Goal: Create a transparent, consistent, inclusive and timely decision-making process**

- Implement process for operator involvement in work plan development, field equipment procurement and change order process

#### **Goal: Govern the program efficiently and cost-effectively**

- Adopt standard fare categories and discount levels
  - ✓ Minimum \$0.50 discount for full-fare adult transfer customers to bus and light rail
  - ✓ Establish uniform youth discount for ages five to 18 and senior discount for ages 65 and older
  - ✓ Establish uniform eligibility requirements for means-based discount program
- Evaluate staffing plan to enhance internal program resources and reduce reliance on consultants

#### **Goal: Ensure that accurate and complete data is available to support decision making at every level**

- System integrates with vehicle on-board equipment to incorporate route, location and revenue information where necessary
- Clipper data is accessible to operators and the public to the full extent contemplated by the Clipper privacy policy

#### **Goal: Ensure program flexibility and responsiveness**

- System design and contract includes a streamlined process for common changes such as fare adjustments and route changes and additions

**Goal: Ensure operational efficiency and reliability**

- Ensure continued competitive equipment availability, automated status reporting and remote diagnostics
- Utilize open architecture

## **Appendix D Dispute Resolution**

The Parties agree to resolve disputes concerning this MOU between or among one or more Parties based on the following dispute resolution principles.

### **1. Informal Dispute Resolution**

The Parties agree to attempt to resolve informally all disputes. In the event of a dispute among any Parties to the MOU, those Parties shall notify every other Party in writing about the substance of the dispute. The Parties to the dispute shall meet and confer by exchanging written positions on the dispute, and by meeting in person thereafter to discuss and resolve the dispute. If those representatives are unable to resolve the dispute, the chief executives of those Parties shall be informed of the substance of the dispute and provided all writings that have been exchanged regarding the dispute. The chief executives shall meet and confer in person or by telephone concerning the dispute, and may choose to exchange letters in preparation for the meet and confer.

### **2. Mediation**

If the dispute is not resolved, the Parties may avail themselves by mutual consent to mediation, arbitration (binding or non-binding), or any other dispute resolution resource (collectively Alternate Dispute Resolution (ADR) processes"). All procedures and methodologies in ADR processes shall be by mutual consent of the Parties, including but not limited to the choice of the mediator or arbitrator, dates and times and timelines, and whether documents are exchanged in preparation for the ADR session. Fees and expenses of the mediator will be borne equally, unless otherwise agreed. The Parties to the dispute shall be represented by individuals of their choosing, except that the Parties must agree on the question of whether lawyers are present or not. The entire process shall be confidential and treated as a compromise negotiation for purposes of federal and state rules of evidence. If ADR processes are agreed on, the Parties shall agree on the identity of the mediator or arbitrator within 30 days of agreeing on the ADR process. The Parties shall not unreasonably withhold consent as to the choice of the mediator or arbitrator. Unless the schedule of the mediator or arbitrator does not permit, the Parties shall complete their ADR process within 60 days after agreement on the choice of the mediator or arbitrator. Nothing in this MOU affects the rights or abilities of the Parties to avail themselves of all rights and remedies they have under the law of California or federal law, as applicable, and to the state or federal courts to resolve their dispute.

### **3. Financial Obligations**

A Party who disputes amounts claimed by the Contracting Agency to be due under the MOU agrees to pay the amount claimed pending dispute resolution.

**Appendix E**  
**Special Provisions for the City and County of San Francisco**  
**(References to "City" in Paragraphs 1, 2 and 3 refer to the City and County of San Francisco)**

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

3. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

4. Large Vehicle Driver Safety Training Requirements. The City and County of San Francisco requires that the employees its contractors and their subcontractors driving "large vehicles" within the City and County of San Francisco shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at [www.SFMTA.com/largevehicletestingstandards](http://www.SFMTA.com/largevehicletestingstandards). This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people. MTC, as Contracting Agency, has confirmed with its contractors that no equipment purchased from its Next

Generation Clipper Contract, Cubic Transportation System, Inc. will be delivered on large vehicles, as defined herein.

5. Protection of Private Information. San Francisco Administrative Code Chapter 12M establishes restrictions for City contractors on the use and disclosure of “private information” as defined in Chapter 12M. MTC, as Contracting Agency, is subject to restrictions on the use, disclosure, and storage of “personally identifiable information” protected under California Streets and Highways Code Section 31490. To that end, MTC has adopted a Clipper Privacy Policy, posted on the Clipper website, and Special Conditions Regarding Personally Identifiable Information, incorporated into the Clipper Operating Rules applicable to MTC and Clipper Operators, which are passed along to all Clipper contractors. Such efforts embody privacy protections at least as strict as Chapter 12M.

6. Payment Card Industry (PCI) Requirements. MTC, as Contracting Agency, shall to the extent applicable comply with, and require its contractors and service providers to comply with, current Payment Card Industry (PCI) standards, including the then in effect Payment Application Data Security Standard (PA-DSS), or the Software Security Framework (SSF), which includes the Secure Software Standard and the Secure Software Lifecycle (Secure SLC) Standard. PCI DSS standards apply to all system components, people, and processes that store, process, and transmit cardholder data, including any system components, people, and processes that could impact the security of the Cardholder Data Environment. Current compliant PCI attestations of compliance and PCI audits then in effect shall be provided to SFMTA upon request.

Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

## **Appendix F**

### **Notices**





## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2023.

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve the Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2023.

### **EXECUTIVE SUMMARY**

In February, the NVRTA Board approved the expenditure plan for the TFCA Program Manager Funds. On April 20, 2022 the NVRTA Board opened the call for projects for TFCA Program Manager funds for Fiscal Years ending in 2023 through 2025. NVRTA Board action today will approve the FYE 2023 TFCA project list for Napa County including three (3) projects for the City of Napa and two (2) projects for the Town of Yountville. No projects were submitted for FYE 2024 or 2025.

### **FISCAL IMPACT**

TFCA eligible projects totaling \$207,189 (including administrative costs) will be funded with FYE 2023 TFCA Program Manager Funds.



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Diana Meehan, Senior Program Planner/Administrator  
(707) 259-8327 / Email: [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov)  
**SUBJECT:** Transportation Fund for Clean Air (TFCA) Program Manager Fund  
Project List for Fiscal Year Ending (FYE) in 2023

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve the Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2023.

### **COMMITTEE RECOMMENDATION**

The Technical Advisory Committee (TAC) recommended that the NVRTA Board adopt the TFCA Program Manager Projects List for Fiscal Year Ending (FYE) 2023 at its September 1, 2022 meeting.

### **BACKGROUND**

The proposed final list of projects for FYE 2023 is shown in Table 1 below. Projects have undergone a cost-effective analysis and deemed eligible to receive funds. Approved projects must be submitted to the BAAQMD by November 1, 2022 to meet the programming deadline. If funds are not programmed by the BAAQMD deadline, funds may be reprogrammed to another county.

**Table 1: Proposed FYE 2023 TFCA Program Manager Fund Projects\***

<b>FYE 2023 TFCA Expenditures</b>	<b>Amount</b>
Administration Costs for FYE 2023	\$12,208
City of Napa-Laurel St. Pedestrian Improvements	\$75,745
City of Napa-Coombs St. Pedestrian Improvements	\$63,515
City of Napa-Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Project	\$63,000
Town of Yountville-Electric Vehicle Charging Stations	\$16,000
Town of Yountville-Hybrid-Electric Fleet Vehicle Purchase	\$13,800
<b>TOTAL</b>	<b>\$244,268</b>

\*FYE 2023 funds must be programmed no later than November 1, 2022.

The Transportation Fund for Clean Air (TFCA) is a grant program, funded by a \$4 surcharge on motor vehicles registered in the Bay Area. This generates approximately \$22 million per year in revenues. The purpose of the TFCA program is to provide grants to implement the most cost-effective projects in the Bay Area that will decrease motor vehicle emissions, and thereby improve air quality.

Forty percent of the DMV funds generated in Napa are returned to the NVTa for distribution to local projects. The remaining sixty percent is allocated by the BAAQMD under the Regional Program. Projects must have an air quality benefit and be cost effective. Air District rules and statutes only allow funds to be retained for two years unless an extension is requested. Bicycle projects are not allowed an extension and funds programmed to bicycle projects must be expended in two years.

NVTa adopts a list of projects annually to be funded by the TFCA Program Manager funds. In 2018, staff proposed programming TFCA funds for a three-year cycle similar to the State Transportation Improvement Program (STIP) in order aid in local planning processes. The Air District now allows for funding larger projects over a three-year period as long as cost-effectiveness can be met for the total amount requested. When application requests do not exhaust available funds, staff reviews projects within the county that have funding shortfalls that may qualify for TFCA funds. If TFCA funds are not programmed annually, Napa County may lose them to another county.

The TFCA program can fund a wide range of project types, including the construction of new bicycle lanes; shuttle and feeder bus services; ridesharing programs to encourage carpool and transit use; bicycle facility improvements such as bicycle racks and lockers;

electric vehicles and electric vehicle infrastructure projects. NVTa staff is requesting jurisdictions keep a list of potential projects that may qualify for TFCA funds in preparation for the next call for projects which is scheduled for Spring 2023.

### **ALTERNATIVES**

The Board could decide not to approve the FYE 2023 TFCA projects and Napa County funds may be lost to another county.

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

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

TFCA funding is intended to reduce harmful auto emissions. The projects funded by this program are intended to encourage non-auto modal transportation.

### **ATTACHMENT**

- (1) FYE 2023 TFCA Applications

## *Project Information Form*

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- A. Project Number: 23NAP01
- B. Project Title: Laurel Street Pedestrian Improvements
- C. Project Category (project will be evaluated under this category): 9b.
- D. TFCA County Program Manager Funds Allocated: \$75,745
- E. TFCA Regional Funds Awarded (if applicable): \$
- F. Total TFCA Funds Allocated (sum of C and D): \$75,745
- G. Total Project Cost: \$2,500,000
- H. Project Description:

***The City of Napa will use TFCA funds to construct pedestrian infrastructure improvements along Laurel Street from First Street to Griggs Lane. The pedestrian improvements include sidewalk, ADA curb ramps, and crossing improvements including Rectangular Rapid Flashing Beacons and enhanced pedestrian signage and striping. This project is located in the Westwood neighborhood of the City of Napa. Laurel Street does not currently have continuous sidewalks.***

***This project would construct pedestrian infrastructure improvements (sidewalk and enhanced crossings) to close gaps in the existing pedestrian network in order to connect with nearby transit stops, Napa Valley Language Academy elementary school, employment destinations, and neighborhood serving retail.***

***The project area is located within a regionally designated Equity Priority Community (formerly known as Community of Concern), which was included in the Napa Valley Community Based Transportation Plan (CBTP). Community outreach conducted as part of the CBTP identified that nearly 20% of comments received indicated a desire for increased pedestrian safety and improved pedestrian access to schools and transit stops. Thus, there is high-demand for pedestrian improvements in the project area.***

***Per 2019 American Community Survey 5-year data and local school data, the population of workers aged 16+ in the project area is 2670 and the student body of Napa Valley Language academy is 658.***

- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet

***The "Trip Reduction" final Report form will be completed and submitted after project completion.***

- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project.

***See attached for the project's completed Cost-Effectiveness Worksheet.***

K. Has or will this project receive any other TFCA funds, such as Regional Funds?

**No**

L. Comments (if any):

***The project area is located within a regionally significant Equity Priority Community, formerly known as Community of Concern, (census tract 2008.04) as designated by the Metropolitan Transportation Commission. The project area meets this designation because it exceeds the established concentration thresholds for the demographic factors of people of color, low-income households, limited English proficiency, and single-parent family.***

M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location:

<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)

***Yes, the project is located within an AB1550 Low-income Community (census tract 2008.04).***

## **Section 2. Project Category Specific Questions**

N. If a ridesharing, first- and last-mile connections service, pilot trip reduction, transit information, telecommuting or infrastructure improvement project, explain how the number of vehicle trips that will be reduced by the project was estimated, and provide supporting information and data to justify the estimate.

***The project assumed 53 one-way commute trips and 26 one-way school trips. The following supporting information and data was used to justify those estimates:***

### ***Commute Trips:***

- ***Per 2019 American Community Survey (ACS) 5-year data, there are 2670 workers ages 16+ in the project area.***
- ***Per 2019 ACS data, 1.5% of workers in the project area currently commute via walking compared to 2.6% Citywide.***
- ***Per 2019 ACS data, 9.3% of workers in the project area have a commute of <10 minutes and 9.9% have a commute of 10-14 minutes.***
- ***Project assumes a 1% commute mode shift\****
- ***Calculation:  $2670 \times 1\% = 26.7$  (two-way trips) = 53.4 (one-way trips)***

### ***School Trips:***

- ***Napa Valley Language Academy (NVLA) elementary school has 658 students.***
- ***Based on pre-pandemic hand count tallies and parent surveys, the percent of students at NVLA who walk to school is 2.32% lower than the district average.***
- ***Project assumes a 2% walk mode shift\****
- ***Calculation:  $658 \times 2\% = 13.16$  (two-way trips) = 26.32 (one-way trips)***

***\*The project area is located within a regionally designated Equity Priority Community (formerly known as Community of Concern), which was included in the Napa Valley Community Based***

***Transportation Plan (CBTP). Community outreach conducted as part of the CBTP identified that nearly 20% of comments received indicated a desire for increased pedestrian safety and improved pedestrian access to schools and transit stops. Thus there is high-demand for pedestrian improvements in the project area which supports the mode shift assumptions used.***

- O. If an **arterial management or signal timing project**, confirm that the data for traffic volume and average vehicle speed be generated concurrently (i.e., during the exact same day and time period).

**N/A**

- P. If an **alternative fuel vehicle** project, provide the following information:
- Vehicle type (e.g., plug-in hybrid-electric, fuel cell vehicles)
  - Gross Vehicle Weight Rating
  - New vehicle or replacement project? A project is a replacement project if the existing vehicle is operational and will be scrapped for the sole purpose of the project.
  - If this is a new vehicle project, explain how the anticipated usage (miles per year) for the vehicles were estimated.

**N/A**

- Q. If a **first- and last-mile connections service** project, confirm that the service will comply with all the following requirements:

- ☐ Service connects directly to a transit station and a distinct commercial or employment location.
- ☐ Service schedule coordinates with the mass transit's schedule.
- ☐ Service is available for use by all members of the public.
- ☐ Service is at least 70% unique and operates where no other service was provided within the past three years.

**N/A**

- R. If a **pilot trip reduction** project, confirm that the project complies with all the following requirements:

- ☐ Project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.
- ☐ Service is available for use by all members of the public.
- ☐ Applicant provided a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year.
- ☐ If the local transit provider is not a partner, the applicant demonstrated that they have attempted to have the service provided by the local transit agency. The transit provider was given the first right of refusal and determined that the proposed project does not conflict with existing service.
- ☐ Applicant provided data and/or other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users.
- ☐ Service is at least 70% unique and operates where no other service was provided within the past three years.

**N/A**

- S. If a **bicycle parking** project, answer the following questions:
- What plan is the project referenced in?

- b. Will the project be publicly accessible and available for use by all members of the public?

**N/A**

T. If a **bikeway** project, answer the following questions:

- a. What plan is the project referenced in?
- b. Will the project be publicly accessible and available for use by all members of the public?
- c. If applicable, will the project be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014?
- d. Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?

**N/A**

U. If a **bike share** project, confirm that the project complies with all the following requirements:

- ☐ Project either increases the fleet size of existing service areas or expands existing service areas to include new Bay Area communities.
- ☐ Project completed and approved an environmental plan and a suitability study demonstrating the viability of bicycle sharing.
- Project has shared membership and/or is interoperable with the Bay Area Bike Share (BABS) project when they are placed into service. Please select the choice that best describes the project:
  - ☐ Interoperable with BABS
  - ☐ Exempt from requirement for the following reason(s):
    - ☐ i. Projects that do not require membership or any fees for use;
    - ☐ ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
    - ☐ iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.

**N/A**

V. If an **infrastructure improvement for trip reduction** project, answer the following questions:

- a. What plan is the project referenced in?

***Napa Countywide Pedestrian Plan and City of Napa Pedestrian Plan***

- b. Which transportation control measure from the most recently adopted [Air District plan](#) is the project implementing?

***TR9 – Bicycle and Pedestrian Access and Facilities***

- c. Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?

***Yes, project is exempt.***

W. If an **alternative fuel infrastructure** project, confirm that the project complies with all the following requirements:



- ☐ Project must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.
- ☐ Project funds awarded will not be used to pay for fuel, electricity operation, or maintenance costs.

**N/A**

# RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS FYE 2023 TFCA County Program Manager Fund Worksheet

Version 2023.1, Updated 12/23/21

**General Information Tab:** Complete areas shaded in yellow.

Project Number (23XXYY)	23NAP01
Project Title	Laurel Street Pedestrian Improvements
Project Type Code (e.g., 7a)	9b
County (2-3 character abbreviation)	NAP
Worksheet Calculated By	Lorien Clark
Date of Submission	5/20/2022
<b>Project Sponsor</b>	
Project Sponsor Organization	City of Napa
Public Agency? (Y or N)	Y
Contact Name	Ian Heid
Email Address	<a href="mailto:iheid@cityofnapa.org">iheid@cityofnapa.org</a>
Phone Number	707-257-9386
Mailing Address	P.O. Box 660
City	Napa
State	CA
Zip	94559
<b>Project Schedule</b>	
Project Start Date	1/1/2022
Project Completion Date	12/31/2023
Final Report to CMA	5/30/2024

**FYE 2023 TFCA County Program Manager Fund W**

Program Manager Proj.#:	23NAP01
Route Name:	Laurel Street

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

Cost Effectiveness Inputs	
Project Operational Start Year:	2023
# Years Effectiveness:	10
Project Operational End Year:	2033
Total Cost for route:	2,500,000
Total Cost for route 40%:	
Total Cost for route 60%:	NA
Total TFCA Cost for route:	\$75,745.00

Emission Reduction Calculations								
Step 1 - Emissions for Eliminated Trips								
A	B	C	D	E	F	G	H	I
# Trips/Day (1-way)	Days/Yr	Trip Length way	VMT	ROG Emissions (gpyr)	NOx Emissions (gpyr)	Exhaust & Trip End PM10 Emissions (gpyr)	Other PM10 Emissions (gpyr)	CO2 Emissions (gpyr)
100	240	16	304,294	26,571	18,619	561	76,739	71,134,477
53	240	1	12,720	3,832	1,495	76	3,208	3,547,245
26	180	1	4,680	1,410	550	28	1,180	1,305,119
				0	0		0	0
				0	0		0	0
				0	0		0	0
		Total	17,400	5,242	2,045	103	4,388	4,852,364

Step 2 - Emissions for New Trips to Access Transit/Ridesharing								
50	250	3	304294	23,900	17,916	510	78,739	70,571,383
			0	0	0	0	0	0
			0	0	0	0	0	0
			0	0	0	0	0	0
		Total	0	0	0	0	0	0

[illegible]

Step 3B - Emissions for Buses																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
See Emission Factors Tab, Emissions for Buses Table																
Vehicle Ref #	Engine Year, Make, & Model	Odometer reading	ROG Factor (g/mi)	ROG DR (g/10k miles)	NoX Factor (g/mi)	Nox DR (g/10k miles)	Exhaust PM10 Factor (g/mi)	Exhaust PM DR (g/10k miles)	Other PM10 Factor (g/mi)	CO2 Factor (g/mi)	Total Annual VMT (sum all vehicles)	ROG Emissions (gr/yr)	Nox Emissions (gr/yr)	Exhaust PM10 Emissions (gr/yr)	Other PM10 Emissions (gr/yr)	CO2 Emissions (gr/yr)
												0.00	0	0	0	0
												0.00	0	0	0	0
												0.00	0	0	0	0
										Total	0	0	0	0	0	0

Cost Effectiveness Results		Annual	Lifetime	
1. VMT Reduced		17,400.00	174,000.00	Miles
2. Trips Reduced		12,720.00	127,200.00	Trips
3. ROG Emissions Reduced		0.0058	0.058	Tons
4. NOx Emissions Reduced		0.0023	0.023	Tons
5. PM Emissions Reduced		0.0050	0.050	Tons
6. PM Weighted Emissions Reduced		0.0071	0.071	Tons
7. CO2 Emissions Reduced		5.3487	53.487	Tons
8. Emission Reductions (ROG, NOx & PM)		0.0130	0.130	Tons
9. TPCA Project Cost - Cost Effectiveness (ROG, NOx & PM)			\$65,382.48	/ton
10. TPCA Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM). THIS VALUE MUST MEET POLY REQUIREMENTS.			\$499,993	/ton

## Notes & Assumptions

*Provide all assumptions, rationales, and references for figures used in calculations.*

Two key components in calculating cost-effectiveness are the number of vehicle trips eliminated per day and the trip length. A frequently used proxy is the % of survey respondents who report they would have driven alone if not for the service being provided. If survey data is not available, alternative **supporting documentation must be provided to justify the inputs used in the CE calculations.**

### Trips Eliminated Per Day

This is number of trips by participants that would have driven as a single occupant vehicle if not for the service; **it is not the same as the total number of riders or participants.**

### Trip Length

Only use the trip length of the **vehicle trip avoided** by only the riders or participants that would otherwise have driven alone.

### Policy 11. Duplication

MTC's regional ride-sharing program provides funding to counties. This funding may contain TFCA funding, which, if used in combination with TFCA funding, may violate Policy 11. Duplication.

### **Project Assumptions:**

Years of Effectiveness = 10

#### Commuter Trips:

Trip Length (1-way) = 1 mile

Days/Year = 240

# trips/day (1-way) = 53

#### School Trips:

Trip Length (1-way) = 1 mile

Days/Year = 180

# trips/day (1-way) = 26

### **Rationales:**

10 years is consistent with the max years of effectiveness for a Class I project. Concrete sidewalk typically has a longer life than an asphalt path.

Per 2019 American Community Survey (ACS) 5-year data, there are 2670 workers ages 16+ in the project area.

Per 2019 ACS data, 1.5% of workers in the project area currently commute via walking compared to 2.6% Citywide.

Per 2019 ACS data, 9.3% of workers in the project area have a commute of <10 minutes and 9.9% have a commute of 10-14 minutes.

Project assumes a 1% commute mode shift\*

#### calculation:

$2670 \times 1\% = 26.7$  (two-way trips) = 53.4 (one-way trips)

Napa Valley Language Academy (NVLA) elementary school has 658 students.

Based on pre-pandemic hand count tallies and parent surveys, the percent of students at NVLA who walk to school is 2.32% lower than the district average.

Project assumes a 2% walk mode shift\*

#### calculation:

$658 \times 2\% = 13.16$  (two-way trips) = 26.32 (one-way trips)

\*The project area is located within a regionally designated Equity Priority Community (formerly known as Community of Concern), which was included in the Napa Valley Community Based Transportation Plan (CBTP). Community outreach conducted as part of the CBTP identified that nearly 20% of comments received indicated a desire for increased pedestrian safety and improved pedestrian access to schools and transit stops. Thus there is high-demand for pedestrian improvements in the project area which supports the mode shift assumptions used.

## *Project Information Form*

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- A. Project Number: 23NAP02
- B. Project Title: Coombs Street Pedestrian Improvements
- C. Project Category (project will be evaluated under this category): 9b.
- D. TFCA County Program Manager Funds Allocated: \$63,515
- E. TFCA Regional Funds Awarded (if applicable): \$
- F. Total TFCA Funds Allocated (sum of C and D): \$63,515
- G. Total Project Cost: \$5,000,000
- H. Project Description:

*The City of Napa will use TFCA funds to construct pedestrian infrastructure improvements along Coombs Street from Fifth Street to Imola Avenue. The pedestrian improvements include sidewalk, ADA curb ramps, and crossing improvements (such as Rectangular Rapid Flashing Beacons, enhanced pedestrian signage and striping, etc.).*

*This project would construct pedestrian infrastructure improvements (sidewalk and enhanced crossings) to enhance safety and close gaps in the existing pedestrian network in order to connect with nearby transit stops, Shearer elementary school, employment destinations, and neighborhood serving retail.*

*The project area is located within a regionally designated Equity Priority Community (formerly known as Community of Concern), which was included in the Napa Valley Community Based Transportation Plan (CBTP). Community outreach conducted as part of the CBTP identified that nearly 20% of comments received indicated a desire for increased pedestrian safety and improved pedestrian access to schools and transit stops. Thus, there is high-demand for pedestrian improvements in the project area.*

*Per 2019 American Community Survey 5-year data and local school data, the population of workers aged 16+ in the project area is 2446 and the student body of Shearer elementary school is 460.*

- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet

*The "Trip Reduction" final Report form will be completed and submitted after project completion.*

- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project.

*See attached for the project's completed Cost-Effectiveness Worksheet.*

- K. Has or will this project receive any other TFCA funds, such as Regional Funds?

**No**

L. Comments (if any):

***The project area is located within a regionally significant Equity Priority Community, formerly known as Community of Concern, (census tract 2002.02) as designated by the Metropolitan Transportation Commission. The project area meets this designation because it exceeds the established concentration thresholds for the demographic factors of low-income households, limited English proficiency, single-parent families, people with a disability, and rent-burdened households.***

M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location:

<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)

***Yes, the project is located within an AB1550 Low-income Community (census tracts 2002.02 and 2002.03).***

## **Section 2. Project Category Specific Questions**

N. If a **ridesharing, first- and last-mile connections service, pilot trip reduction, transit information, telecommuting or infrastructure improvement project**, explain how the number of vehicle trips that will be reduced by the project was estimated, and provide supporting information and data to justify the estimate.

***The project assumed 49 one-way commute trips and 18 one-way school trips. The following supporting information and data was used to justify those estimates:***

### ***Commute Trips:***

- ***Per 2019 American Community Survey (ACS) 5-year data, there are 2446 workers ages 16+ in the project area.***
- ***Per 2019 ACS data, 9% of workers in the project area currently commute via walking.***
- ***Per 2019 ACS data, 19% of workers in the project area have a commute of <10 minutes and 22.2% have a commute of 10-14 minutes.***
- ***Thus 41.2% of workers in the project area have a potentially walkable commute, yet only 9% of workers currently commute via walking.***
- ***Project assumes a 1% commute mode shift\****
- ***Calculation:  $2446 \times 1\% = 24.46$  (two-way trips) = 48.92 (one-way trips)***

### ***School Trips:***

- ***Shearer elementary school has 460 students.***
- ***Based on pre-pandemic hand count tallies and parent surveys, the percent of students at Shearer who walk to school is 16%, while 59% are driven.***
- ***Project assumes a 2% walk mode shift\****
- ***Calculation:  $460 \times 2\% = 9.2$  (two-way trips) = 18.4 (one-way trips)***

***\*The project area is located within a regionally designated Equity Priority Community (formerly known as Community of Concern), which was included in the Napa Valley Community Based Transportation Plan (CBTP). Community outreach conducted as part of the CBTP identified that nearly 20% of comments received indicated a desire for increased pedestrian safety and improved pedestrian access to schools and transit stops. Thus there is high-demand for pedestrian improvements in the project area which supports the mode shift assumptions used.***

- O. If an **arterial management or signal timing project**, confirm that the data for traffic volume and average vehicle speed be generated concurrently (i.e., during the exact same day and time period).

**N/A**

- P. If an **alternative fuel vehicle** project, provide the following information:

- a. Vehicle type (e.g., plug-in hybrid-electric, fuel cell vehicles)
- b. Gross Vehicle Weight Rating
- c. New vehicle or replacement project? A project is a replacement project if the existing vehicle is operational and will be scrapped for the sole purpose of the project.
- d. If this is a new vehicle project, explain how the anticipated usage (miles per year) for the vehicles were estimated.

**N/A**

- Q. If a **first- and last-mile connections service** project, confirm that the service will comply with all the following requirements:

- ☐ Service connects directly to a transit station and a distinct commercial or employment location.
- ☐ Service schedule coordinates with the mass transit's schedule.
- ☐ Service is available for use by all members of the public.
- ☐ Service is at least 70% unique and operates where no other service was provided within the past three years.

**N/A**

- R. If a **pilot trip reduction** project, confirm that the project complies with all the following requirements:

- ☐ Project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.
- ☐ Service is available for use by all members of the public.
- ☐ Applicant provided a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year.
- ☐ If the local transit provider is not a partner, the applicant demonstrated that they have attempted to have the service provided by the local transit agency. The transit provider was given the first right of refusal and determined that the proposed project does not conflict with existing service.
- ☐ Applicant provided data and/or other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users.
- ☐ Service is at least 70% unique and operates where no other service was provided within the past three years.

**N/A**

- S. If a **bicycle parking** project, answer the following questions:
- What plan is the project referenced in?
  - Will the project be publicly accessible and available for use by all members of the public?

**N/A**

- T. If a **bikeway** project, answer the following questions:
- What plan is the project referenced in?
  - Will the project be publicly accessible and available for use by all members of the public?
  - If applicable, will the project be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014?
  - Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?

**N/A**

- U. If a **bike share** project, confirm that the project complies with all the following requirements:

- ☐ Project either increases the fleet size of existing service areas or expands existing service areas to include new Bay Area communities.
- ☐ Project completed and approved an environmental plan and a suitability study demonstrating the viability of bicycle sharing.
- Project has shared membership and/or is interoperable with the Bay Area Bike Share (BABS) project when they are placed into service. Please select the choice that best describes the project:
  - ☐ Interoperable with BABS
  - ☐ Exempt from requirement for the following reason(s):
    - ☐ i. Projects that do not require membership or any fees for use;
    - ☐ ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
    - ☐ iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.

**N/A**

- V. If an **infrastructure improvement for trip reduction** project, answer the following questions:
- What plan is the project referenced in?

***Napa Countywide Pedestrian Plan and City of Napa Pedestrian Plan***

- Which transportation control measure from the most recently adopted [Air District plan](#) is the project implementing?

***TR9 – Bicycle and Pedestrian Access and Facilities***

- Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?

***Yes, project is exempt.***



W. If an **alternative fuel infrastructure** project, confirm that the project complies with all the following requirements:

- ☐ Project must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.
- ☐ Project funds awarded will not be used to pay for fuel, electricity operation, or maintenance costs.

**N/A**

# RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS FYE 2023 TFCA County Program Manager Fund Worksheet

Version 2023.1, Updated 12/23/21

**General Information Tab:** Complete areas shaded in yellow.

Project Number (23XXYY)	23NAP02
Project Title	Coombs Street Pedestrian Improvements
Project Type Code (e.g., 7a)	9b
County (2-3 character abbreviation)	NAP
Worksheet Calculated By	Lorien Clark
Date of Submission	5/20/2022
<b>Project Sponsor</b>	
Project Sponsor Organization	City of Napa
Public Agency? (Y or N)	Y
Contact Name	Ian Heid
Email Address	<a href="mailto:iheid@cityofnapa.org">iheid@cityofnapa.org</a>
Phone Number	707-257-9386
Mailing Address	P.O. Box 660
City	Napa
State	CA
Zip	94559
<b>Project Schedule</b>	
Project Start Date	1/1/2022
Project Completion Date	12/31/2024
Final Report to CMA	5/30/2025

**FYE 2023 TFCA County Program Manager Fund W**

Program Manager Proj.#:	23NAP02
Route Name:	Coombs Street

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

<b>Project Operational Start Year:</b>	2024
<b># Years Effectiveness:</b>	10
<b>Project Operational End Year:</b>	2034
<b>Total Cost for route:</b>	5,000,000
<b>Total Cost for route 40%:</b>	
<b>Total Cost for route 60%:</b>	NA
<b>Total TFCA Cost for route:</b>	\$63,515.00

Step 2 - Emissions for New Trips to Access Transit/Ridesharing								
50	250	3	304294	23,243	17,014	494	76,739	68,814,435
			0	0	0	0	0	0
			0	0	0	0	0	0
		Total	0	0	0	0	0	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N
0.1			See Emission Factor Tab, ARB Table 2 or 7										
# Vehicles, Model Year	Emission Std.	Vehicle GVW	ROG Factor (g/mi)	Nox Factor (g/mi)	Exhaust PM10 Factor (g/mi)	Total PM10 Factor (g/mi)	CO2 Factor (g/mi) (See CO2 Table for LD and LHD)	Total Annual VMT (sum all vehicles)	ROG Emissions (gr/yr)	Nox Emissions (gr/yr)	Exhaust PM10 Emissions (gr/yr)	Other PM10 Emissions (gr/yr)	CO2 Emissions (gr/yr)
2, 2005	LEV	10,001-14,000	0.23	0.40	0.12	0.32	860	8000	1,840	3,200	960	1,600	6,880,000
									0	0	0	0	0
									0	0	0	0	0
									0	0	0	0	0
							Total	0	0	0	0	0	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
			See Emission Factors Tab, Emissions for Buses Table													
Vehicle Ref #	Engine Year, Make, & Model	Odometer reading	ROG Factor (g/rmi)	ROG DR (g/10k miles)	NOx Factor (g/rmi)	Nox DR (g/10k miles)	Exhaust PM10 Factor (g/mi)	Exhaust PM DR (g/10k miles)	Other PM10 Factor (g/mi)	CO2 Factor (g/mi)	Total Annual VMT (sum all vehicles)	ROG Emissions (g/yr)	Nox Emissions (g/yr)	Exhaust PM10 Emissions (g/yr)	Other PM10 Emissions (g/yr)	CO2 Emissions (g/yr)
												0.00	0	0	0	0
												0.00	0	0	0	0
												0.00	0	0	0	0
										Total	0	0	0	0	0	0

1. VMT Reduced	15,000.00	150,000.00	Miles
2. Trips Reduced	11,760.00	117,600.00	Trips
3. ROG Emissions Reduced	0.0048	0.048	Tons
4. NOx Emissions Reduced	0.0018	0.018	Tons
5. PM Emissions Reduced	0.0043	0.043	Tons
6. PM Weighted Emissions Reduced	0.0061	0.061	Tons
7. CO2 Emissions Reduced	4.4954	44.954	Tons
8. Emission Reductions (ROG, NOx & PM)	0.0109	0.109	Tons
9. TPCA Project Cost - Cost Effectiveness (ROG, NOx & PM)		583,573.25	/Ton
10. TPCA Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM). THIS VALUE MUST MEET POLICY REQUIREMENTS.		\$499,981	/Ton

## Notes & Assumptions

Provide all assumptions, rationales, and references for figures used in calculations.

Two key components in calculating cost-effectiveness are the number of vehicle trips eliminated per day and the trip length.

A frequently used proxy is the % of survey respondents who report they would have driven alone if not for the service being provided.

If survey data is not available, alternative **supporting documentation must be provided to justify the inputs used in the CE calculations.**

### Trips Eliminated Per Day

This is number of trips by participants that would have driven as a single occupant vehicle if not for the service; **it is not the same as the total number of riders or participants.**

### Trip Length

Only use the trip length of the **vehicle trip avoided** by only the riders or participants that would otherwise have driven alone.

### Policy 11. Duplication

MTC's regional ride-sharing program provides funding to counties. This funding may contain TFCA funding, which, if used in combination with TFCA funding, may violate Policy 11. Duplication.

### **Project Assumptions:**

Years of Effectiveness = 10

### Project Location:

### Commute Trips:

Trip Length (1-way) = 1 mile

Days/Year = 240

# trips/day (1-way) = 49

### School Trips:

Trip Length (1-way) = 1 mile

Days/Year = 180

# trips/day (1-way) = 18

### **Rationales:**

10 years is consistent with the max years of effectiveness for a Class I project. Concrete sidewalk typically has a longer life than an asphalt path.

Coombs Street from Imola Avenue to 5th Street in the City of Napa. Approximately 1 mile in length. Project area extends through census tracts 2002.02 and 2002.03.

Per 2019 American Community Survey (ACS) 5-year data, there are 2446 workers ages 16+ in the project area.

Per 2019 ACS data, 9% of workers in the project area currently commute via walking.

Per 2019 ACS data, 19% of workers in the project area have a commute of <10 minutes and 22.2% have a commute of 10-14 minutes.

Thus 41.2% of workers in the project area have a potentially walkable commute, yet only 9% of workers currently commute via walking.

Project assumes a 1% commute mode shift\*

### calculation:

$2446 \times 1\% = 24.46$  (two-way trips) = 48.92 (one-way trips)

Shearer elementary school has 460 students.

Based on pre-pandemic hand count tallies and parent surveys, the percent of students at Shearer who walk to school is 16%, while 59% are driven.

Project assumes a 2% walk mode shift\*

### calculation:

$460 \times 2\% = 9.2$  (two-way trips) = 18.4 (one-way trips)

\*The project area is located within a regionally designated Equity Priority Community (formerly known as Community of Concern), which was included in the Napa Valley Community Based Transportation Plan (CBTP). Community outreach conducted as part of the CBTP identified that nearly 20% of comments received indicated a desire for increased pedestrian safety and improved pedestrian access to schools and transit stops. Thus there is high-demand for pedestrian improvements in the project area which supports the mode shift assumptions used.

## *Project Information Form*

---

- A. Project Number: 23NAP05
- B. Project Title: RRFB Pedestrian Improvements
- C. Project Category (project will be evaluated under this category): 9b.
- D. TFCA County Program Manager Funds Allocated: \$63,000
- E. TFCA Regional Funds Awarded (if applicable): \$ \_\_\_\_\_
- F. Total TFCA Funds Allocated (sum of C and D): \$63,000
- G. Total Project Cost: \$100,000
- H. Project Description:

***The City of Napa will use TFCA funds to design and construct rectangular rapid flashing beacon (RRFB) pedestrian infrastructure improvements at existing uncontrolled crossing locations near schools. Locations include the intersection of Trower Avenue/Solomon Avenue adjacent to Vintage High School and Linda Vista Avenue/midblock adjacent to Pueblo Vista Magnet School.***

***The intersection of Trower Avenue/Solomon Avenue is located within a locally identified Community of Concern (Census Tract 2006.02), which was included in the Napa Valley Community Based Transportation Plan (CBTP). Community outreach conducted as part of the CBTP identified that nearly 20% of comments received indicated a desire for increased pedestrian safety and improved pedestrian access to schools and transit stops.***

***The location of Linda Vista Avenue/midblock adjacent to Pueblo Vista Magnet School is located within an AB1550 Low-Income Community (Census Tract 2007.04).***

***Both Vintage High School and Pueblo Vista Magnet School are public schools within the Napa Valley Unified School District. Vintage High School has a student body of 1,814, and Pueblo Vista Magnet School has a student body of 417.***

- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet

***The "Trip Reduction" final Report form will be completed and submitted after project completion.***

- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project.

***See attached for the project's completed Cost-Effectiveness Worksheet.***

- K. Has or will this project receive any other TFCA funds, such as Regional Funds?

**No**

L. Comments (if any):

*The intersection of Trower Avenue/Solomon Avenue is located within a locally identified Community of Concern (Census Tract 2006.02), which was included in the Napa Valley Community Based Transportation Plan (CBTP). Community outreach conducted as part of the CBTP identified that nearly 20% of comments received indicated a desire for increased pedestrian safety and improved pedestrian access to schools and transit stops. Additionally, as part of community outreach conducted within the City of Napa for the City of Napa Local Roadway Safety Plan, 23% of comments received identified bicycle/pedestrian safety as a top concern. Thus there is high-demand for pedestrian improvements in the project area.*

M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location:

<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)

*The improvement at Linda Vista Avenue/midblock adjacent to Pueblo Vista Magnet School is located within an AB1550 Low-income Community (Census Tract 2007.04).*

## **Section 2. Project Category Specific Questions**

N. If a ridesharing, first- and last-mile connections service, pilot trip reduction, transit information, telecommuting or infrastructure improvement project, explain how the number of vehicle trips that will be reduced by the project was estimated, and provide supporting information and data to justify the estimate.

*The project assumed 89 one-way school trips. The following supporting information and data was used to justify those estimates:*

### ***School Trips:***

- ***Location: Trower Avenue/Solomon Avenue Intersection adjacent to Vintage High School (Census Tract 2006.02)***
  - *Vintage High School has 1,814 students*
  - *Project assumes a 2% walk mode shift\**
  - *calculation:  $1,814 \times 2\% = 36.28$  (two-way trips) = 72.56 (one-way trips)*
- ***Location: Linda Vista Avenue/midblock adjacent to Pueblo Vista Magnet School (Census Tract 2007.04)***
  - *Pueblo Vista Magnet School has 417 students*
  - *Project assumes a 2% walk mode shift\**
  - *calculation:  $417 \times 2\% = 8.34$  (two-way trips) = 16.68 (one-way trips)*
- ***calculation: 72.56 (one-way trips) + 16.68 (one-way trips) = 89.24 (one-way trips)***

*\*The intersection of Trower Avenue/Solomon Avenue is located within a locally identified Community of Concern (Census Tract 2006.02), which was included in the Napa Valley Community Based Transportation Plan (CBTP). Community outreach conducted as part of the CBTP identified that nearly 20% of comments received indicated a desire for increased pedestrian safety and improved pedestrian access to schools and transit stops. Additionally, as part of community outreach conducted within the City of Napa for the City of Napa Local Roadway Safety Plan, 23% of comments received identified bicycle/pedestrian safety as a top concern. Thus there is high-*

***demand for pedestrian improvements in the project area which supports the mode shift assumptions used.***

- O. If an **arterial management or signal timing project**, confirm that the data for traffic volume and average vehicle speed be generated concurrently (i.e., during the exact same day and time period).

**N/A**

- P. If an **alternative fuel vehicle** project, provide the following information:

- a. Vehicle type (e.g., plug-in hybrid-electric, fuel cell vehicles)
- b. Gross Vehicle Weight Rating
- c. New vehicle or replacement project? A project is a replacement project if the existing vehicle is operational and will be scrapped for the sole purpose of the project.
- d. If this is a new vehicle project, explain how the anticipated usage (miles per year) for the vehicles were estimated.

**N/A**

- Q. If a **first- and last-mile connections service** project, confirm that the service will comply with all the following requirements:

- ☐ Service connects directly to a transit station and a distinct commercial or employment location.
- ☐ Service schedule coordinates with the mass transit's schedule.
- ☐ Service is available for use by all members of the public.
- ☐ Service is at least 70% unique and operates where no other service was provided within the past three years.

**N/A**

- R. If a **pilot trip reduction** project, confirm that the project complies with all the following requirements:

- ☐ Project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.
- ☐ Service is available for use by all members of the public.
- ☐ Applicant provided a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year.
- ☐ If the local transit provider is not a partner, the applicant demonstrated that they have attempted to have the service provided by the local transit agency. The transit provider was given the first right of refusal and determined that the proposed project does not conflict with existing service.
- ☐ Applicant provided data and/or other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users.
- ☐ Service is at least 70% unique and operates where no other service was provided within the past three years.

**N/A**

- S. If a **bicycle parking** project, answer the following questions:

- a. What plan is the project referenced in?
- b. Will the project be publicly accessible and available for use by all members of the public?

**N/A**

- T. If a **bikeway** project, answer the following questions:
- What plan is the project referenced in?
  - Will the project be publicly accessible and available for use by all members of the public?
  - If applicable, will the project be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014?
  - Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?

**N/A**

- U. If a **bike share** project, confirm that the project complies with all the following requirements:
- ☐ Project either increases the fleet size of existing service areas or expands existing service areas to include new Bay Area communities.
  - ☐ Project completed and approved an environmental plan and a suitability study demonstrating the viability of bicycle sharing.
  - Project has shared membership and/or is interoperable with the Bay Area Bike Share (BABS) project when they are placed into service. Please select the choice that best describes the project:
    - ☐ Interoperable with BABS
    - ☐ Exempt from requirement for the following reason(s):
      - ☐ i. Projects that do not require membership or any fees for use;
      - ☐ ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
      - ☐ iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.

**N/A**

- V. If an **infrastructure improvement for trip reduction** project, answer the following questions:
- What plan is the project referenced in?

***Napa Countywide Pedestrian Plan and City of Napa Pedestrian Plan***

- Which transportation control measure from the most recently adopted [Air District plan](#) is the project implementing?

***TR9 – Bicycle and Pedestrian Access and Facilities***

- Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?

***Yes, project is exempt.***

- W. If an **alternative fuel infrastructure** project, confirm that the project complies with all the following requirements:



- ☐ Project must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.
- ☐ Project funds awarded will not be used to pay for fuel, electricity operation, or maintenance costs.

**N/A**

# RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS FYE 2023 TFCA County Program Manager Fund Worksheet

Version 2023.1, Updated 12/23/21

**General Information Tab:** Complete areas shaded in yellow.

Project Number (23XXYY)	23NAP03
Project Title	RRFB Pedestrian Improvements
Project Type Code (e.g., 7a)	9b
County (2-3 character abbreviation)	NAP
Worksheet Calculated By	Lorien Clark
Date of Submission	8/5/2022
<b>Project Sponsor</b>	
Project Sponsor Organization	City of Napa
Public Agency? (Y or N)	Y
Contact Name	Ian Heid
Email Address	<a href="mailto:iheid@cityofnapa.org">iheid@cityofnapa.org</a>
Phone Number	707-257-9386
Mailing Address	P.O. Box 660
City	Napa
State	CA
Zip	94559
<b>Project Schedule</b>	
Project Start Date	10/31/2022
Project Completion Date	12/31/2023
Final Report to CMA	5/30/2024

**FYE 2023 TFCA County Program Manager Fund W**

Program Manager Proj.#:	23NAP03
Route Name:	Various

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

<b>Project Operational Start Year:</b>	2023
<b># Years Effectiveness:</b>	10
<b>Project Operational End Year:</b>	2033
<b>Total Cost for route:</b>	100,000
<b>Total Cost for route 40%:</b>	
<b>Total Cost for route 60%:</b>	NA
<b>Total TFCA Cost for route:</b>	\$63,000.00

Step 1 - Emissions for Eliminated Trips								
A	B	C	D	E	F	G	H	I
# Trips/Day (1-way)	Days/Yr	Trp Length (1-way)	VMT	ROG Emissions (gr/yr)	NOx Emissions (gr/yr)	Exhaust & Trp End PM10 Emissions (gr/yr) *	Other PM10 Emissions (gr/yr) *	CO2 Emissions (gr/yr)
100	240	16	304294	26,571	18,619	561	76,739	71,134,477
89	180	1	16,020	4,826	1,883	95	4,040	4,467,521
			0	0	0	0	0	0
			0	0	0	0	0	0
			0	0	0	0	0	0
		Total	16,020	4,826	1,883	95	4,040	4,467,521

50	250	3	304294	23,900	17,916	510	76,739	70,571,383
			0	0	0	0	0	0
			0	0	0	0	0	0
		Total	0	0	0	0	0	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N
0.1			See Emission Factor Tab, ARB Table 2 or 7										
# Vehicles, Model Year	Emission Std.	Vehicle GVW	ROG Factor (g/mi)	Nox Factor (g/mi)	Exhaust PM10 Factor (g/mi)	Total PM10 Factor (g/mi)	CO2 Factor (g/mi) (See CO2 Table for LD and LHD)	Total Annual VMT (sum all vehicles)	ROG Emissions (gr/yr)	Nox Emissions (gr/yr)	Exhaust PM10 Emissions (gr/yr)	Other PM10 Emissions (gr/yr)	CO2 Emissions (gr/yr)
2, 2005	LEV	10,001-14,000	0.23	0.40	0.12	0.32	860	8000	1,840	3,200	960	1,600	6,880,000
									0	0	0	0	0
									0	0	0	0	0
									0	0	0	0	0
							Total	0	0	0	0	0	0

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
See Emission Factors Tab, Emissions for Buses Table																
Vehicle Ref #	Engine Year, Make, & Model	Odometer reading	ROG Factor (g/rmi)	ROG DR (g/10k miles)	NOx Factor (g/rmi)	NOx DR (g/10k miles)	Exhaust PM10 Factor (g/rmi)	Exhaust PM DR (g/10k miles)	Other PM10 Factor (g/rmi)	CO2 Factor (g/rmi)	Total Annual VMT (sum all vehicles)	ROG Emissions (gr/yr)	NOx Emissions (gr/yr)	Exhaust PM10 Emissions (gr/yr)	Other PM10 Emissions (gr/yr)	CO2 Emissions (gr/yr)
												0.00	0	0	0	0
												0.00	0	0	0	0
												0.00	0	0	0	0
												0.00	0	0	0	0
										Total	0	0	0	0	0	0

1. VMT Reduced	16,020.00	160,200.00	Miles
2. Trips Reduced	16,020.00	160,200.00	Trips
3. ROG Emissions Reduced	0.0053	0.053	Tons
4. NOx Emissions Reduced	0.0021	0.021	Tons
5. PM Emissions Reduced	0.0046	0.046	Tons
6. PM Weighted Emissions Reduced	0.0066	0.066	Tons
7. CO2 Emissions Reduced	4.9245	49.245	Tons
8. Emission Reductions (ROG, NOx & PM)	0.0120	0.120	Tons
9. TPCA Project Cost - Cost Effectiveness (ROG, NOx & PM)		527,019.52	/Ton
10. TPCA Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM). <b>THIS VALUE MUST MEET POLICY REQUIREMENTS.</b>		<b>\$451,687</b>	/Ton

## Notes & Assumptions

*Provide all assumptions, rationales, and references for figures used in calculations.*

Two key components in calculating cost-effectiveness are the number of vehicle trips eliminated per day and the trip length.  
A frequently used proxy is the % of survey respondents who report they would have driven alone if not for the service being provided.  
If survey data is not available, alternative **supporting documentation must be provided to justify the inputs used in the CE calculations.**

### Trips Eliminated Per Day

This is number of trips by participants that would have driven as a single occupant vehicle if not for the service; **it is not the same as the total number of riders or participants.**

### Trip Length

Only use the trip length of the **vehicle trip avoided** by only the riders or participants that would otherwise have driven alone.

### Policy 11. Duplication

MTC's regional ride-sharing program provides funding to counties. This funding may contain TFCA funding, which, if used in combination with TFCA funding, may violate Policy 11. Duplication.

### **Project Assumptions:**

Years of Effectiveness = 10

#### School Trips:

Trip Length (1-way) = 1 mile

Days/Year = 180

# trips/day (1-way) = 89

### **Rationales:**

Per the County Program Manager Fund Expenditure Plan Guidance for FYE 2023 for the Infrastructure Improvements for Trip Reduction category

Location: Trower Avenue/Solomon Avenue Intersection adjacent to Vintage High School (Census Tract 2006.02)

Vintage High School has 1,814 students

Project assumes a 2% walk mode shift\*

#### calculation:

$1,814 \times 2\% = 36.28$  (two-way trips) = 72.56 (one-way trips)

Location: Linda Vista Avenue/midblock adjacent to Pueblo Vista Magnet School (Census Tract 2007.04)

Pueblo Vista Magnet School has 417 students

Project assumes a 2% walk mode shift\*

#### calculation:

$417 \times 2\% = 8.34$  (two-way trips) = 16.68 (one-way trips)

#### calculation:

$72.56$  (one-way trips) +  $16.68$  (one-way trips) =  $89.24$  (one-way trips)

\*The intersection of Trower Avenue/Solomon Avenue is located within a locally identified Community of Concern (Census Tract 2006.02), which was included in the Napa Valley Community Based Transportation Plan (CBTP). Community outreach conducted as part of the CBTP identified that nearly 20% of comments received indicated a desire for increased pedestrian safety and improved pedestrian access to schools and transit stops. Additionally, as part of community outreach conducted within the City of Napa for the City of Napa Local Roadway Safety Plan, 23% of comments received identified bicycle/pedestrian safety as a top concern. Thus there is high-demand for pedestrian improvements in the project area which supports the mode shift assumptions used.

## Project Information Form

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- A. Project Number: 23NAP03
- B. Project Title: **Town of Yountville Public Works EV Charging Stations**
- C. Project Category (project will be evaluated under this category): **Alternative Fuel Infrastructure**
- D. TFCA County Program Manager Funds Allocated: **\$16,000**
- E. TFCA Regional Funds Awarded (if applicable): N/A
- F. Total TFCA Funds Allocated (sum of C and D): **\$16,000**
- G. Total Project Cost: **\$30,000.00**
- H. Project Description:  
***Project Sponsor will use TFCA funds to purchase electrical vehicle charging stations. The Town currently has 4 dual EV Charging stations that are available for public use. These stations are used daily. The new stations proposed in this grant will provide charging services for the new Public Works electric vehicle requested in this grant as well as electric vehicles programmed in future budgets for the Public Works corporation yard and will be available for public use. The Town is requesting funds for 2 dual EV level 2 charging stations. Based on the costs from a recent Town EV charging station projects, the cost to purchase and install the stations will exceed the \$8,000 per station cap of this grant. The Town does plan on supplementing any funds received from this grant with additional grant money or general fund money to finalize the installation of the stations. The Town currently has two different models of EV charging stations installed for public use. These two types are Chargepoint and SemaConnect. The prices for the stations vary from \$12,000 to \$26,000 for 2 dual charging units.***
- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet  
**Final report form 2- Clean Air Vehicles and Infrastructure will be used.**
- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project. **See attached worksheet.**
- K. Has or will this project receive any other TFCA funds, such as Regional Funds? **No.**
- L. Comments (if any):
- M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location: **The project is located in the Town of Yountville that is designated as a low-income community. The Town of Yountville is not a disadvantage community.**

<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)

### Section 2. Project Category Specific Questions

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T. If an **alternative fuel infrastructure** project, confirm that the project complies with all the following requirements:

- ☒ Project must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.
- ☒ Project funds awarded will not be used to pay for fuel, electricity operation, or maintenance costs.

# ELECTRIC VEHICLE (EV) INFRASTRUCTURE PROJECTS

## FYE 2022 TFCA County Program Manager Fund Worksheet

Version 2023.1, Updated 12/23/2021

**General Information Tab:** Complete areas shaded in yellow.

Project Number (23XXYY)	EV -001
Project Title	Town of Yountville New Public Works Electric Vehicles and EV Charging Stations
Project Type Code (e.g., 7a)	4a-4c
County (2-3 character abbreviation)	Napa
Worksheet Calculated By	Rosalba Ramirez
Date of Submission	5/20/2022
<b>Project Sponsor</b>	
Project Sponsor Organization	Town of Yountville
Public Agency? (Y or N)	Y
Contact Name	Rosalba Ramirez
Email Address	<a href="mailto:rramirez@yville.com">rramirez@yville.com</a>
Phone Number	(707) 944-8851
Mailing Address	6550 Yount St.
City	Yountville
State	CA
Zip	94599
<b>Project Schedule</b>	
Project Start Date	11/15/2022
Project Completion Date	1/1/2023
Final Report to CMA	2/1/2023

ELECTRIC VEHICLE (EV) INFRASTRUCTURE PROJECTS

FYE 2023 TFCA Regional Fund Worksheet  
Version 2023.01, Updated 12/23/2021

Project Number	EV 001
Project Description	EV Charging Stations

Cost-Effectiveness Inputs	
# Years Effective	4
Total TFCA Funding	\$ 16,000
Total Project Cost	\$ 30,000

Calculations Tab: Complete areas shaded in yellow only

Emissions Reduction Calculations																	
Step 1 - Emissions of displaced conventional vehicles																	
Charger Information								Emission Factors of electric vehicle (g/mile)					Emission Factors of displaced vehicle (g/mile)				
Charger ID	Description	Type	Rate (KW)	Make	Model	Annual Usage (kWh)	Annual EV miles	ROG	NOx	PM10 Exhaust	PM10 Other	CO2	ROG	NOx	PM10 Exhaust	PM10 Other	CO2
1	EXAMPLE ROW	Level 2	1	Make	Model	4,500	15,120	0.00	-	-	0.04	-	0.14	0.10	0.00	0.04	304.84
1	EV Charging Stations to be used for Public Works Staff and the public.	Level 2	7.2	Chargepoint/SemaConnect	Dual	36,792	123,621	0.00	0.00	0.00	0.04	-	0.05	0.08	0.00	0.05	283.90
2	EV Charging Stations to be used for Public Works Staff and the public.	Level 2	7.2	Chargepoint/SemaConnect	Dual	36,792	123,621	0.00	-	-	0.04	-	0.05	0.08	0.00	0.05	283.90
TOTALS						73,584	247,242	0.00	-	-	0.04	-	0.05	0.08	0.00	0.05	283.90

Cost-Effectiveness Results	Annual	Lifetime	
1. ROG Emissions Reduced	0.0128	0.0511	Tons
2. NOx Emissions Reduced	0.0215	0.0859	Tons
3. PM Emissions Reduced	0.0010	0.0039	Tons
4. Weighted PM Emissions Reduced	0.0102	0.0407	Weighted Tons
5. CO2 Emissions Reduced	77.3731	309.4925	Tons
6. Total Critical Emission Reductions	0.0352	0.1409	Tons
7. TFCA Unweighted Cost Effectiveness		\$ 113,556	/ton
8. TFCA Weighted Cost Effectiveness		\$ 90,030	/weighted ton

Continued from above table

Emissions Reduction Calculations				
Step 1 - Emissions of displaced conventional vehicles				
Emission Reductions (g/yr)				
ROG	NOx	PM10 Exhaust	PM10 Other	CO2
603	468	9	-	1,371,780
5,797.81	9,740.42	219.75	219.75	35,095,867
5,797.81	9,740.42	219.75	219.75	35,095,867
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
11,596	19,481	440	440	70,191,734



### Notes & Assumptions

The Town of Yountville is pursuing options to purchase and provide electric vehicles for staff use. The stations requested as part of this grant will be for the use of Public Works and other Town departments for the charging of staff used vehicles and the public. The Town is actively working towards replacing our fleet trucks from gasoline to electric/hybrid models. The Town currently has two different models of EV charging stations installed for public use. These two types are Chargepoint and SemaConnect. The prices for the stations vary from \$12,000 to \$26,000. The estimated price estimated at \$12,000 per station. The total cost of the project as shown is the cost of 2-dual stations. Any additional cost required to install or complete the purchase of the EV Charging stations will come from the Town budget or other grant sources. The power output rate was taken from the rate of the current level 2 stations we have installed and anticipate purchasing. The annual usage is taken from the weekday use of our existing Chargepoint stations and the assumption that we will have the Town electric vehicles always charged and ready for use by staff.

Provide all assumptions, rationales, and references for figures used in calculations.

### Conversion Factors

Grams per Ton 907185 grams/ton<sup>1</sup>  
Miles / kWh 3.36 miles/kWh

### Charging Station Type

**Charging Station:** Also known as electric vehicle supply equipment (EVSE), consists of the conductors, including the ungrounded, grounded, and equipment grounding conductors and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle. ([http://www.psrc.org/assets/3729/A\\_NEC\\_625\\_2008.pdf](http://www.psrc.org/assets/3729/A_NEC_625_2008.pdf)). Charging stations fall into one of these three types:

- Level 1** : A charging station that supplies electricity to a PEV's onboard charger in the form of alternating current. Level 1 charging stations use a 120V AC connection
- Level 2** : A charging station that supplies electricity to a PEV's onboard charger in the form of alternating current. Level 2 charging stations require a 208/240V AC connection.
- DC Fast** : A charging station that uses an external charger, and supplies electricity in the form of direct current, typically at a rate of 40KW or higher.

Inputs	Assumptions	Assumptions Town of Yountville	Notes
<b>Cost Effectiveness Inputs, # Years Effectiveness</b>	3 years is recommended - Not to exceed 4 years	4 years	
<b>Charger ID</b> (Column A)	List each charger separately	2	
<b>Description</b> (Column B)	Enter description	Level 2 Dual chargers	
<b>Type</b> (Column C)	Select the type of charger from the dropdown menu, charger types are defined in "Notes and Assumption"		
<b>Rate (KW)</b> (Column D)	Enter the equipment's Rate kW	7.2	
<b>Total TFCA Funding</b> (O3)	Enter the total amount of TFCA funding requested for all chargers	\$8,000 per charger max	
<b>Annual Usage (kWh)</b> (Column G)	(Rate kW) x (charger's estimated hours of usage per day) x (365 days per year) x ( <b>quantity of chargers</b> ).	36792	7 hours a day, 5 days a week usage.

## *Project Information Form*

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- A. Project Number: 23NAP04
- B. Project Title: **Town of Yountville Public Works Electric Vehicle**
- C. Project Category (project will be evaluated under this category): **Alternative Fuel Light-and Medium Duty Vehicles**
- D. TFCA County Program Manager Funds Allocated: **\$45,000**
- E. TFCA Regional Funds Awarded (if applicable): N/A
- F. Total TFCA Funds Allocated (sum of C and D): **\$45,000**
- G. Total Project Cost: **\$60,000.00**
- H. Project Description:  
*Project Sponsor will use TFCA funds to replace an older and inefficient vehicle that is used by the Public Works Department administration staff and provide the charging station(s) to energize this vehicle. The Town of Yountville does not currently own any electric vehicles. The current vehicle that is considered the primary use vehicle for Public Works administration staff is a 2008 Chevy Silverado light duty pickup truck. This truck is used for field visits, trips to the Town Corporation Yard and pump station, trips out of Town or with businesses out of the Town limits as required. The Town would like to provide staff with two electric/hybrid vehicles, including a GEM electric motorcar vehicle, to meet the needs of multiple staff and departments. The new vehicles will reduce the amount of emissions released at stops, idling when doing a field stops within town as well as the overall emissions used on longer trips and reduce the need for staff to use their personal gas vehicles in addition to the Town truck. The new electric/hybrid vehicle must also have sufficient trunk/cargo space to hold various equipment utilized by staff on field visits including but not limited to measuring wheels, roadside signs, meters, posts and miscellaneous debris. The purpose of the new electric/hybrid vehicle is to provide a low emission vehicle for use by staff for field visits as well as out of town events. The purpose of the GEM electric vehicle is to provide staff an all-electric vehicle for use by staff for field visits and meetings in town. The vehicles will be primarily used by the Public Works staff however, as the Town does not own any electric vehicles, the new vehicle will also be utilized by other Town staff as needed for out-of-Town trips. This includes staff from the Finance, Planning, Building, Administration, Human Resources, and Corpyard departments. The vehicles that best fit the needs of the town will be a GEM all electric vehicle and, an electric vehicle or hybrid vehicle depending on stock and availability. The Toyota Rav 4 Prime or Hybrid, and the Toyota 2023 bZ4x both currently would meet the needs of the Town of providing an electric or hybrid vehicle with sufficient seating and storage space for Public Works use. The GEM electric vehicle is a small in-town vehicle that can be used for site visits, trips to the corporation yard, the Town well station, code enforcement trips and emergency in Town field work.*
- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet  
Final report form 2- Clean Air Vehicles and Infrastructure will be used.

- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project. **See attached worksheets.**
- K. Has or will this project receive any other TFCA funds, such as Regional Funds? **No.**
- L. Comments (if any):
- M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location: **The project is located in the Town of Yountville that is designated as a low-income community. The Town of Yountville is not a disadvantage community.**

<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)

## **Section 2. Project Category Specific Questions**

N.

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- P. If an alternative fuel vehicle project, provide the following information:
- Vehicle type: ***The Town of Yountville is looking at an all electric vehicle or a plug-in hybrid vehicle for purchase. With the shortage of electric vehicles currently available in the market, we are flexible with either types such as a Toyota 2023 bZ4X All Electric Vehicle, or a Toyota Rav 4 Plug-in/Hybrid Vehicle. The GEM all electric motorcar vehicle is a small vehicle that would meet the demands of in Town meetings and field visits. See summary quote sheets attached.***
  - Gross Vehicle Weight Rating: ***The gross vehicle weight rating for the two options range from 5,435 pounds for the all-electric vehicle and 5,530 for the plug-in hybrid vehicle, and 1500 to 2500 lbs for a GEM all electric vehicle.***
  - New vehicle or replacement project? ***The Public Works Department administration staff currently utilizes a 2008 Chevy Silverado small pickup truck as the designated vehicle. This truck is used for field visits, visits to the Corpyard, and visits to out of Town events as required. This project will replace that vehicle with an electric or hybrid vehicle and small GEM all electric vehicle. The new vehicles must also provide adequate trunk/storage space for the occasional tools and equipment that are used by staff.***
  - If this is a new vehicle project, explain how the anticipated usage (miles per year) for the vehicles were estimated. ***The mileage was calculated by taking an average of the current total mileage (53,511) and the years of ownership (14 years) to determine a base range. A two year average was estimated using the base range and estimated usage. The lack of usage during the COVID Pandemic years was not a part of the base range calculation and an increase of 5% was included in the two year average. The usage for the GEM vehicle was determined using the assumption that multiple staff members will use the vehicle and that, with multiple vehicles now available, staff will replace the use of their personal gas powered vehicles with the GEM.***

# VEHICLE 14,000 lbs & LESS PROJECTS

## FYE 2023 TFCA County Program Manager Fund Worksheet

Version 2023.1, Updated 12/23/21

**General Information Tab:** Complete areas shaded in yellow.

Project Number (23XXYY)	EV-002
Project Title	Town of Yountville New Public Works Electric Vehicles and EV Charging Stations
Project Type Code (e.g., 7a)	12b
County (2-3 character abbreviation)	Napa
Worksheet Calculated By	Rosalba Ramirez
Date of Submission	
<b>Project Sponsor</b>	
Project Sponsor Organization	Town of Yountville
Public Agency? (Y or N)	Y
Contact Name	Rosalba Ramirez
Email Address	<a href="mailto:rramirez@yville.com">rramirez@yville.com</a>
Phone Number	(707) 944-8851
Mailing Address	6550 Yount St.
City	Yountville
State	CA
Zip	94599
<b>Project Schedule</b>	
Project Start Date	10/1/2022
Project Completion Date	1/1/2023
Final Report to CMA	2/1/2023

VEHICLE 14,000 lbs & LESS PROJECTS

FYE 2023 TFCA County Program Manager Fund Worksheet

Version 2023.1, Updated 12/23/21

Calculations Tab: Complete areas shaded in yellow only.

Cost Effectiveness Inputs	
# Years Effectiveness:	4
Total Project Cost:	\$60,000
TFCA Cost 40%:	\$13,800
TFCA Cost 60%:	N/A
	TFCA Regional Fund Proj. #: N/A
*Total TFCA Cost:	\$13,800
*Should equal Total Amount Requested column (in table below)	

Emission Reduction Calculations

Purchase/Lease of New Vehicles																				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Vehicle	Unit #/ID	Incremental Cost	Amount Requested	Baseline Fuel Type	Vehicle Class	Avg Annual Miles	Vehicle Purchase Year	Baseline Emissions Standard - See Emission Factors Table (gr/mi)				Proposed Clean Vehicle Emission Standard. - See Emission Factors Table (gr/mi)				Emission Reductions (gr/yr)				Cost-Effectiveness (\$ / weighted ton)
Vehicle								ROG	NOX	PM10	CO2	ROG	NOX	PM10	CO2	ROG	NOX	PM10	CO2	
SAMPLE	BEV #1	\$4,000	\$500	Gasoline	Passenger Vehicle	12,000	2020	0.0129	0.0228	0.0010	209.9001	0.0010	0.0000	0.0000	0.0000	142	274	12	2,518.801	\$173.071
1	EV # 1	\$45,000	\$10,000	Gasoline	Medium Duty Vehicle	19937	2008	0.2116	0.0666	0.0003	507.9761	0.0010	0.0000	0.0000	0.0000	4,199	1,328	6	10,127.723	\$401.919
2	EV # 2	\$15,000	\$3,800	Gasoline	Medium Duty Vehicle	3000	2008	0.1910	0.0643	0.0004	479.1724	0.0010	0.0000	0.0000	0.0000	570	193	1	1,437.517	\$1,092.434
* Total Amount Requested			\$13,800	Totals												4,769	1,521	7	11,565,240	

Cost-Effectiveness Results for Entire Project				Annual	Lifetime	
1	ROG Emissions Reduced			0.005	0.021	Tons
2	NOx Emissions Reduced			0.002	0.007	Tons
3	PM Emissions Reduced			0.000	0.000	Tons
4	Weighted PM Emissions Reduced			0.000	0.001	Tons
5	CO2 Emissions Reduced			12.75	50.99	Tons
6	Unweighted Emission Reductions (ROG, NOx & PM)			0.01	0.03	Tons
7	Unweighted TFCA Cost Effectiveness (ROG, NOx & PM)				\$497,022	/Ton
8	TFCA Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM)				\$486,616	/Ton

### Notes & Assumptions

*Provide all assumptions, rationales, and references for figures used in calculations.*

If funding more than one vehicle, each vehicle must be shown to be cost-effective. The worksheet calculates the cost-effectiveness of each vehicle separately, so **only one worksheet is required** when more than one vehicle is being considered for funding.

The Town of Yountville is actively moving towards incorporating electric vehicles for use by the agency staff. Currently, the Town does not own any electric vehicles. Public Works staff has a light duty pickup truck that is used for field visits, visits to the Town Corp yard, visits to surrounding wineries and businesses that receive recycled water from the Town, and for various meetings with surrounding agencies outside of the Town limits. Unfortunately, this vehicle is a two-person vehicle which results in many employees driving separately in their own vehicles to various events and or meetings. If the truck is in use by one staff member, the remaining staff is required to use their own vehicles to visit sites. The purpose of the new electric/hybrid vehicle is to provide a low emission vehicle for use by staff for field visits as well as out of town events. The purpose of the GEM electric vehicle is to provide staff an all-electric vehicle for use by staff for field visits and meetings in town. By replacing the truck, we have now with an electric vehicle and an electrical GEM vehicle we will be providing multiple electric/hybrid vehicles for use and reducing the use of gas powered vehicles. The need for the two vehicles is evident with the amount of personal vehicle usage that occurs due to lack of second vehicle. The GEM electric vehicle will provide that additional vehicle without creating a large carbon footprint. The annual mileage usage was calculating with the assumption that these vehicles would be used as commonly as multiple vehicles are being used now. This includes the average annual use of the current light duty pickup truck by administration staff, the average use of a vehicle from a manager at the corporation yard, an estimate of out-of-town meetings used by staff in all departments in Town Hall with a percentage increase included for the lack of usage in the last 2 years due to the COVID pandemic. The Town has already experienced an increase of in person meetings where a vehicle was required for travel to attend those meetings. The breakdown is as follows.

#### Current Vehicle

2008 Chevey Silverado	8000	miles/per year	Average of usage for a 24-month period. This is estimate based on current mileage, age of vehicle, and estimate of use during and after pandemic.
Corporation Manager Usage	2000	miles/per year	Portion of the current fleet truck annual mileage for manager. □
Out of Town meetings and conferences.	5988	miles/per year	Miles required to drive to various cities multiple times a year. Based on current year and pre-pandemic miles estimated for various meetings to various cities listed below. □
Use of personal vehicles	3000	miles/per year	Estimate based on personal vehicles used to attend field meetings and meetings out of town due to a lack of shared vehicle. □
Total Usage	18988		
Total GEM Usage	3000		This annual mileage takes the personal vehicle usage estimate due to mulptile departments and staff that would utilize this vehicle.
COVID Increase 5%	19937.4		The meetings and usage during the COVID pandemic did not accurately represent usage. In person meetings are once again increasing in number.

	Round Trip (miles)	Mtgs/Year*	Total miles
Sacramento	140	7	980
Napa	18	12	216
American Cany	37	4	148
St Helena	20	6	120
Santa Cruz	284	6	1704
San Francisco	120	6	720
San Jose	190	6	1140
Stockton	160	6	960
	total usage		5988

\*These are the estimated number of meetings for all staff within Public Works, Finance, Planning and Building, Administration and Town Management. The vehicle will be available to all staff.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### COVER MEMO

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#### **SUBJECT**

Project Work Order No. 01 to NVTA Agreement No. 21-34 with DKS Associates for Work Associated with the Countywide Accessible Transportation Needs Assessment

#### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Project Work Order No. PWO-01 (Attachment 1) to NVTA Agreement No. 21-34 with DKS Associates for the development and completion of the Countywide Accessible Transportation Needs Assessment in an amount not to exceed \$133,830.

#### **EXECUTIVE SUMMARY**

The Countywide Accessible Transportation Needs Assessment Request for Task Proposals (RTP) No. 01 was released on August 11, 2022 to NVTA's on-call planning services firms. The RTP's Scope of Work entails a comprehensive countywide assessment of existing transportation services, gaps in services and needs and an analysis of potential services and costs to fill service gaps for seniors and persons with disabilities countywide.

The RTP was announced for 15 calendar days or until August 26, 2022, and one (1) proposal was received. An evaluation committee comprised of NVTA staff reviewed the proposal and determined it adequately addressed the requested task. Board approval will allow NVTA to enter into a contract with DKS Associates for planning services in an amount not to exceed \$160,830 which includes the cost of the agreement for \$133,830 and \$27,000 in contingency.

#### **FISCAL IMPACT**

Yes, approximately \$160,830



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Diana Meehan, Senior Program Planner/Administrator  
(707) 259-8327 / Email: [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov)  
**SUBJECT:** Project Work Order No. 01 to NVTA Agreement No. 21-34 with DKS Associates for Work Associated with the Countywide Accessible Transportation Needs Assessment

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Work Authorization No. PWO-01 (Attachment 1) to NVTA Agreement No. 21-34 with DKS Associates for the development and completion of the Countywide Accessible Transportation Needs Assessment in an amount not to exceed \$133,830.

### **COMMITTEE RECOMMENDATION**

None

### **BACKGROUND**

In late 2019, County of Napa elected officials, County of Napa staff, NVTA staff, and representatives from multiple organizations representing the senior and disabled community met to discuss gaps in transportation options throughout the county and potential solutions to improve mobility for these populations. NVTA agreed to work with the County to identify these gaps through a comprehensive countywide transportation needs assessment specific to seniors and disabled community members. Progress towards the assessment was delayed due to funding and staff shortages, and competing priorities during the COVID-19 pandemic.

In March 2022, the County of Napa Commission on Aging held a Transportation Needs Summit in Yountville and invited representatives from multiple organizations to resume discussions in preparation for a countywide transportation needs assessment. The summit attendees noted that adequate transportation presents a major challenge for



seniors and disabled community members and that it is a collective problem, that needs to be addressed by multiple entities.

NVTA has agreed to take the lead role in the countywide Accessible Transportation needs assessment but with a robust stakeholder participation.

The Countywide Accessible Transportation Needs assessment will include:

- Identification and analysis of all existing services and programs
- Evaluation of gaps in marketing and communications strategies for services
- Identification of transportation needs and gaps specific to seniors and individuals with disabilities
- Development of transportation service alternatives and programs
- Analysis of alternatives and programs with a feasibility assessment
- Development of vision, goals, objectives, and policies with an action and funding plan
- Comprehensive community outreach and feedback assessment

The Countywide Accessible Transportation Needs Assessment will take approximately 18 months to complete. Staff will provide periodic updates to the Board throughout the process.

## **ALTERNATIVES**

The Board could decide not to approve Work Authorization No. PWO-01 with DKS Associates and the project would not move forward at this time.

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

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

This Countywide planning effort will identify existing conditions and service gaps, and will propose transportation solutions that will serve the needs of senior and disabled populations throughout Napa County.

## **ATTACHMENT**

- (1) : Project Work Order No. PWO-01 to NVTA Agreement No. 21-34 with DKS Associates

**PROJECT WORK ORDER NO. PWO-01  
ON-CALL PLANNING SERVICES**

**PROJECT NAME:** COUNTYWIDE ACCESSIBLE TRANSPORTATION NEEDS ASSESSMENT

**PROJECT MANAGER:** Diana Meehan, Senior Program Planner/Administrator  
[dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov) | 707.259.8327

**CONSULTANT DESIGNATED TEAM MEMBERS:**

- DKS AND ASSOCIATES Staff – see EXHIBIT A attached

**SCOPE OF SERVICE:** Perform a study and deliver a Countywide Accessible Transportation Needs Plan that will address the transportation needs for seniors and individuals with disabilities throughout the County of Napa. See Scope of Services/Proposal for Services (EXHIBIT A) with Fee Schedule (EXHIBIT B) attached.

**START DATE:** OCTOBER 19, 2022    **COMPLETION DATE:** JUNE 30, 2023

**NOT-TO-EXCEED AMOUNT FOR THIS PROJECT:** \$133,830

**CHARGE NUMBER FOR PAYMENT:**

**TERMS AND CONDITIONS:** This 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 September 01, 2021, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: \_\_\_\_\_  
KATE MILLER, Executive Director

Date: \_\_\_\_\_

Contractor  
DKS ASSOCIATES

By: \_\_\_\_\_  
TERRY KLIM, Principal

Date: \_\_\_\_\_

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

## EXHIBIT A

### COUNTYWIDE ACCESSIBLE TRANSPORTATION NEEDS ASSESSMENT

#### SCOPE OF WORK

- I. **GENERAL.** The Napa Valley Transportation Authority (NVTa) and the County of Napa have partnered to address transportation needs for seniors and individuals with disabilities in Napa Valley by initiating a Countywide Accessible Transportation Needs Assessment. The study will identify barriers to mobility for seniors and individuals with disabilities throughout Napa County, to create recommendations for achieving equitable and improved transportation options for these populations.

#### *Study Objectives*

- Identify current senior and disabled programs and transportation related services provided by these programs in Napa County.
- Evaluate gaps in marketing and communication strategies for elderly and disabled transportation services.
- Identify transportation needs and gaps specific to seniors and individuals with disabilities (existing conditions) by evaluating where seniors and people with disabilities reside and seek services.
- Develop a range of transportation alternatives through service (e.g., on-demand paid services, shuttles, volunteer driver etc.), programmatic (education and marketing, travel training, transit ambassador, technology/online platforms/Apps etc.) recommendations, and costs.
- Conduct analysis of alternatives (services and programmatic) to identify which programs may be more suitable for which populations (senior, disabled, geographic area where services are needed and other specific requirements).
- Develop Vision, Goals, Objectives, Policies, Actions and Funding Plan.
- Support community outreach meetings to seek input and feedback.

#### II. SCOPE OF WORK

CONTRACTOR shall perform, but not limited to, the following services:

##### **TASK 1 Study Scope, Management, Task Schedule and Community Engagement Process**

- 1.1 Working with the NVTa Project Manager, review the existing Scope of Work as presented and recommend any necessary changes that will improve the work product and meet the objectives as stated above.

- 1.2 Prepare a revised detailed scope of work, schedule, and milestones for project
- 1.3 Establish Community Engagement process and calendar.
- 1.4 Meet regularly with NVTa and County project team
- 1.5 Prepare a comprehensive list of stakeholders for community engagement that will need to be informed, updated and involved with the project effort.

**Deliverables:** Revised scope of work, project schedule, milestones and stakeholder contact list.

## **TASK 2 Community Engagement Effort**

- 2.1 In coordination with local stakeholders and the project team, define an effective community engagement process and schedule to ensure comprehensive representation of Napa Valley senior and disabled residents are involved in the planning process, including low-income and minority representatives or organizations that represent them. Coordination should include but not be limited to organizations representing senior populations such as the Area Agency on Aging (AAOA), Napa County Commission on Aging (NCCOA), Napa County Community Health, NVTa's Paratransit Coordinating Council (PCC) and community based organizations such as Molly's Angels and Rianda House.
- 2.2 Establish a staff working group and collaborative/stakeholder focus group schedule:
  - Solicit participants via local radio and newspaper notices, at community gatherings (e.g. churches, farmers markets, service club meetings as allowed under current health orders) post flyers at locations where we might find target groups
  - Contact known community leaders and groups to recruit stakeholder participants
  - Meet regularly with the staff and stakeholder groups (6-8 meetings, 3 or 4 for each group).
- 2.3 Create and distribute Community Senior and Individuals with Disabilities Transportation Needs Survey (English and Spanish).

- 2.4 Hold a series of public meetings at various locations at key points in the process within Napa County in English and Spanish. (4 meetings)

**Deliverables:** An inclusive project team and stakeholder effort and a defined multimedia and public meeting effort to involve a broad representation of seniors, individuals with disabilities, and community services and other entities who serve them. Survey distribution and organize public meetings/charrettes.

### **TASK 3 Existing Transportation System and Survey Analysis (Programs and Services)**

#### 3.1 Review existing countywide plans and surveys:

- Community Based Transportation Plan (CBTP 2019), Countywide Transportation Plan (2020), Short Range Transit Plan (SRTP), County Health Improvement Plan (CHIP), HAPI Survey (2015), Napa Valley Travel Behavior Study (2020)

#### 3.2 Assemble comprehensive list of existing services and providers:

- Existing transportation services - public, private, community based/volunteer
- Existing programs - public, private and community based/volunteer

#### 3.3 Compile key senior and disabled populations origin-destination analysis

#### 3.4 Identify transportation barriers and obstacles:

- IRS requirements that are prohibitive for providers
- Federal restrictions

**Deliverables:** Existing Conditions Report identifying origins and destinations and gaps in senior and disabled transportation services and programs. Matrix of restrictions or barriers-systemic, programmatic and legislative.

### **TASK 4 Peer Review**

#### 4.1 Review Transportation program/services plans that serve seniors and individuals with disabilities in communities with similar demographics.

**Deliverables:** Comparative analysis of existing plans/programs and services in similar communities (minimum 3)

## **TASK 5      Transportation Strategies and Recommendations**

- 5.1 Service and program recommendations (public, private and volunteer)
  - Include advantages/disadvantages of each
  - Model expanded VineGo service to understand to what extent nominal expansion could capture significant population numbers.
  - Include recommendation for rural communities – including census designated places such as Angwin, Deer Park, and Pope Valley.
  - Model service options to Adventist Health Hospital, St. Helena
- 5.2 Prioritization
  - Benefit/Cost Analysis
- 5.3 Innovation
  - Autonomous Vehicles (in context of when and how this technology could serve some communities in the future)
  - Options for third party bookings of TNC rides (and assessment of availability, concepts to increase availability and constraints)
  - Technology-- Access for remote medical appointments; App-based food and pharmacy delivery services

**Deliverables:** Service and program recommendations with cost analysis (include both start up and long-term program/service operations costs)

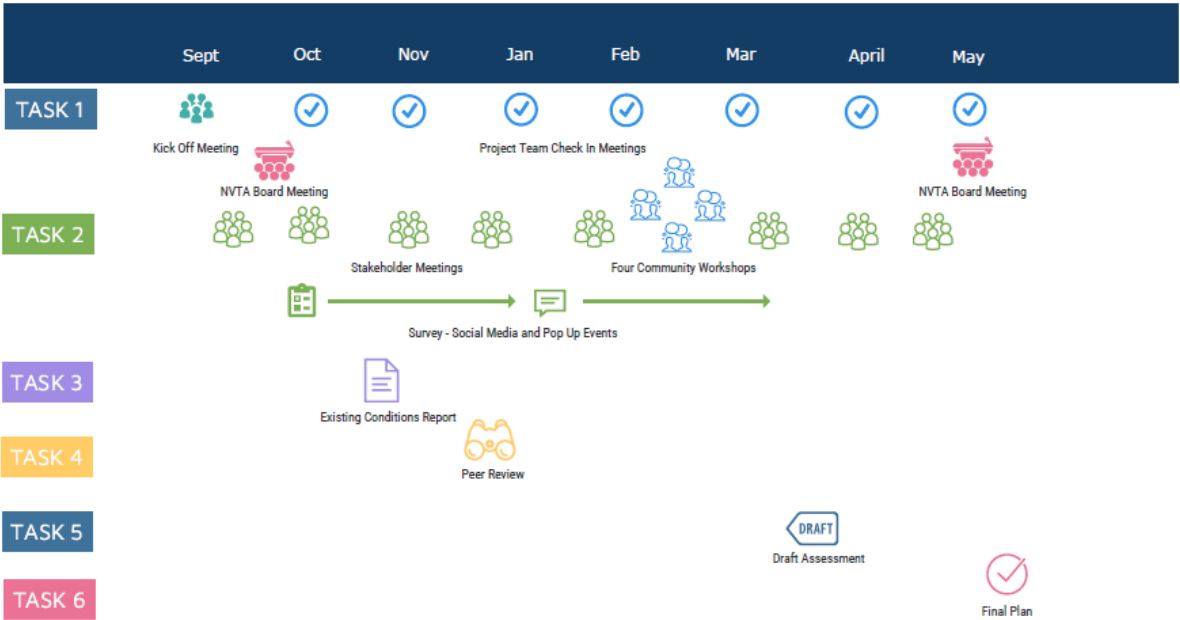
## **TASK 6      Implementation Plan**

- 6.1 Include service/programs for rural and incorporated areas of the county
  - Service/program category by trip type
  - Shared/not shared
  - Schedule type (flexible, same-day)
  - Mobility-assisted/unassisted/accessible
- 6.2 Funding
  - Source Table- Federal, State, Regional, Local, and non-traditional, such as public/private partnerships, non-profits.
  - Include requirements, eligibility, restrictions for each source
- 6.3 Next Steps
  - Evaluation and selection of program/services for implementation (may require additional review or pilot program/service implementation) and responsible agencies/organizations.
  - Identify dedicated staff and resources to carryout plan (short term and long term)

- 6.4 Draft Napa Valley Accessible Transportation Needs Assessment
  - Include 2 rounds of review and comments
  - Assume presentation of draft study to stakeholder committee, and NVTB Board for review and comment. Incorporate any final changes requested by the NVTB Board.

**Deliverables:** Final Countywide Accessible Transportation Needs Assessment formatted “print-ready” including all appendices, data/GIS files and public outreach documentation.

### III. PROJECT TIMELINE



NOTE: Project timeline may vary based on progress and delivery of services.

## EXHIBIT B

### COST SHEET / FEE SCHEDULE

Napa Valley Transportation Authority, Countywide Accessible Transportation Needs Study Proposed Budget	Kendall Flint, PM & Public Outreach Lead	Edin Vaca, Deputy Project Manager	Josh Pilarchowski, Transit Analysis/ Funding	Ilee Lopez-Narvae, Community Engagement	Yu Hung Hwang and Zoey Li Support Staff	Melissa Abadie, Graphic Services	Liz Aguilar, Spanish Language Outreach	Jim Damlkowitz, Director in Charge	Creative Services Professional	EXPENSES	TOTAL BY TASK
<b>Task 1: Project Management</b>											
1.1 Kick Off Meeting	2	2	2								\$1,400.00
1.2 Weekly /Bi-Weekly Conference Calls	18	18									\$8,910.00
1.3 Board Meetings	4	1	1		2	2					\$2,160.00
<b>Task 2: Community Engagement Effort</b>											
2.1 Develop a Comprehensive Stakeholder List	4			10	10						\$3,980.00
2.2 Stakeholder Working Group Meetings (Eight)	30	30			30						\$19,050.00
2.3 Community Workshops (Four)	12	24			30	4	30				\$17,030.00
2.4 Community Survey	4	4	4	12	12	2	6				\$7,340.00
2.5 Leverage Existing Social Networks	2			12		6	2				\$3,680.00
2.6 Summary Report	2			8				2			\$2,320.00
<b>Task 3: Existing Transportation System Conditions Report</b>											
3.1 Review Existing Plans and Survey	2	2	4		16						\$4,050.00
3.2 Assemble List of Existing Services	2	2			12						\$2,670.00
3.3 Compile Key Senior and Disabled Population O/D Analysis	2	8	12	2	8						\$6,220.00
3.4 Identification Transportation Barriers and Analysis	2	10	2					2			\$3,780.00
<b>Task 4: Peer Review</b>											
4.1 Review Programs and Services from Four Similar Agencies	2	2	2		12						\$3,080.00
<b>Task 5: Transportation Strategies and Recommendations</b>											
5.1 Service Prgm Recommendations & Preliminary Cost Analysis	2	8	12		12			2			\$7,060.00
5.2 Prioritization		4	12		8						\$4,480.00
5.3 Innovation	2	4	8								\$3,080.00
<b>Task 6: Implementation Plan</b>											
6.1 Recommendations for County Rural and Incorporated Areas		4	4					2			\$2,300.00
6.2 Funding	1	2	4								\$1,540.00
6.3 Evaluation of Programs and Services	1	4	4								\$1,990.00
6.4 Draft Plan	1				12	4		2	16		\$5,670.00
6.5 Final Plan	1	4			12	4			8		\$4,790.00
Travel										\$2,000	\$118,580.00
Printing										\$250	\$118,830.00
Optional data purchase										\$15,000	
<b>TOTAL</b>											\$118,830.00
<b>TOTAL (with optional data purchase)</b>											\$133,830.00

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 \$133,830.

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

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





## NAPA VALLEY TRANSPORTATION AUTHORITY **COVER MEMO**

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### **SUBJECT**

V-Commute Program Update

### **STAFF RECOMMENDATION**

Information only

### **EXECUTIVE SUMMARY**

Napa Valley Transportation Authority rebranded its Travel Demand Management program (TDM) as V-Commute in late 2018 when funding through 511.org for the previous program, Solano/Napa Commuter Information (SNCI) was phased out.

To maintain and enhance its TDM programs, NVTA contracted with Ride Amigos and launched the V-Commute Program in April 2019. The Ride Amigos TDM platform supports a comprehensive range of proven commuter management techniques and strategies to make transportation options more accessible and appealing to a broader base of users in Napa Valley. The idea behind V-Commute is that when commuters ride-share or use alternative transportation modes occasionally, it incrementally reduces single occupancy auto commuting which can significantly improve commute times for everyone.

### **FISCAL IMPACT**

No



September 21, 2022  
Board Agenda Item 10.3  
Continued From: New

**Action Requested: INFORMATION**

## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Diana Meehan, Senior Planner  
(707) 259-8327 / Email: [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov)  
**SUBJECT:** V-Commute Program Update

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#### **RECOMMENDATION**

Information only

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

The V-Commute platform uses technology to help users identify ride-sharing companions in neighborhoods or near places of employment for regular or occasional carpooling or vanpooling. This technology is capable of searching for all available transportation options, such as bike/scooter share, transit or vanpools to assist users in choosing the most suitable option for a particular trip. Several organizations in the Bay Area also use the Ride Amigos platform to manage TDM programs, which allows access to a broad base of options region-wide. For additional convenience, the platform's dashboard can be operated through the Commute Tracker App on a smart phone, making the program very user-friendly and accessible.

The platform can also assist large employers with parking and transportation benefit distribution by incentivizing employees to take alternative modes. The NVTA contract with Ride Amigos has a limited budget and provides basic TDM services and oversight with the option for employers to upgrade to more advanced licenses for additional support and benefits.

September 21, 2022  
Page 2 of 4

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The V-Commute foundational programs are:

1. Bucks for Bikes – provides up to \$100 off the purchase of a bicycle for commuting (participation requires providing commuter information for 1 year).
2. Guaranteed Ride Home – provides up to 4 reimbursements annually for emergency rides home when an employee uses an alternative commute mode for work (automatic enrollment with V-Commute registration).
3. Commute Challenge – annual program to encourage alternative commute participation by providing incentives (additional challenges may be implemented as funding allows).
4. Large Employer Commuter Benefits – provides assistance to large employers for compliance (Air District Regulation 14) and participation in the Bay Area Commuter Benefits Program.

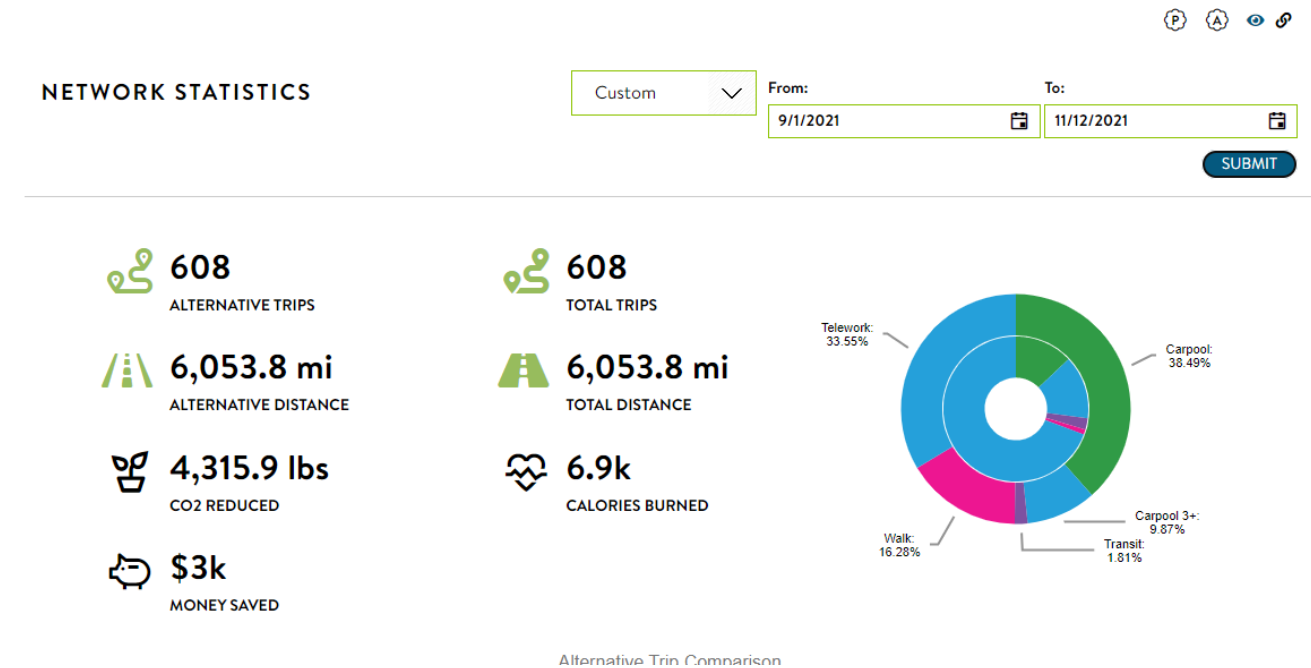
Parallel to the V-Commute Program, the Metropolitan Transportation Commission (MTC) launched the Napa Forward Commute program in January 2020, which targeted the Winery and Hospitality sectors. Like the V-Commute program, the Napa Forward program faltered because of the COVID-19 pandemic. The Napa Forward Program has recently re-launched and is focusing on an e-Bike/e-Scooter voucher program to encourage registered Napa Forward participants to commute by bike.

Staff reached out to transportation coordinators and administrative staff at various businesses and worked with Ride Amigos to create a training webinar to boost registration in the program. Staff was only able to meet with a few employers and one Chamber group when the pandemic halted the program in spring of 2020.

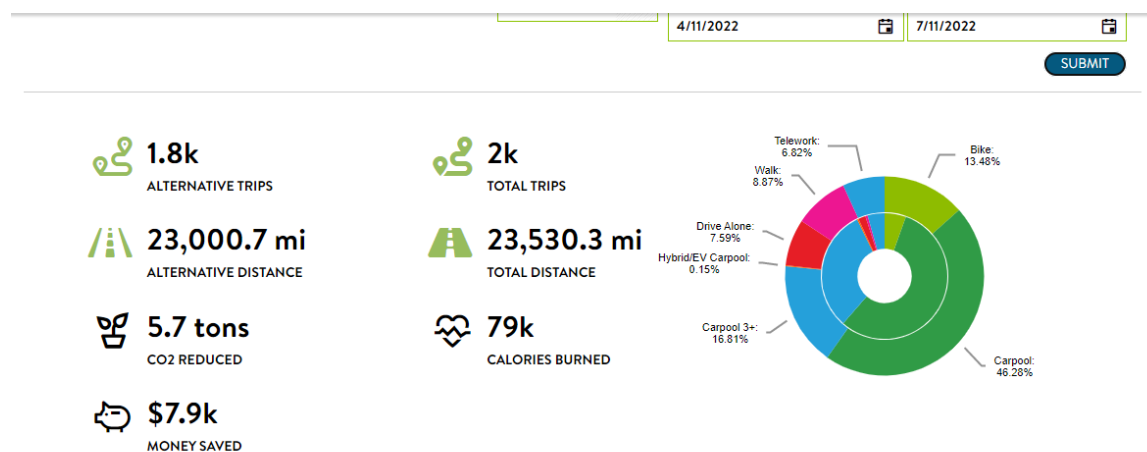
As business began to reopen and pandemic restrictions lifted in fall 2021, staff launched the V-Commute Challenge from September 1 to November 12, 2021 to encourage program participation. This was the first V-Commute Challenge allowing telework as an alternative since many workers were still working remotely. The 2021 Challenge had approximately 35 participants. Registered users were rewarded with points for recording alternative mode commute trips during the 6-week challenge period. Users accumulated points, redeemable through a reward platform called Tango that offers multiple retailers as well as allowing participants to donate their points to a favorite non-profit. Statistics for the fall 2021 challenge are shown in Figure 1 below.

September 21, 2022

Page 3 of 4

**Figure 1: Fall 2021 V-Commute Challenge:**

Continuing uncertainties kept participation in the program low throughout the fall and winter of 2021-22. In April of 2022, staff launched another V-Commute Challenge through NVTa's social media platforms and saw registrations increase from 187 users to 206 users countywide. While participation in the program remains low, there was a significant increase in alternative trips recorded from the previous challenge. Statistics from the recent challenge are in Figure 2 below.

**Figure 2: V-Commute Challenge 2022:**

Since V-Commute's launch in spring 2019, only one redemption for Guaranteed Ride Home was requested, and a total of three Bucks for Bikes redemptions were completed, keeping costs for support programs well under budget. Currently, the majority of participants are carpoolers, with several others recording telework trips. Total incentives budgeted in the program to date are \$25,765 (FY 2018-19 to FY 2023-24) and expenditures are currently at \$15,765 dollars. The goal for the program is to reach at least 1,500 registered users by the end of FY 2022-23, which would bring the cost per user to \$25.85. NVTa recently renewed its contract (annual renewal) for three years, through November 2024 to support the program through FY 2023-24. The V-Commute 5-year program finance and expenditure plan is shown in Attachment 1.

### **What's next for V-Commute?**

Now that NVTa has a fulltime marketing and communications staff member, there will be more outreach and promotion of the V-Commute program. Staff will continue to promote the program to employers and employees through program literature distribution and social media marketing. Staff will work with local Chambers and employers to schedule attendance at chamber and business events, as well as in-person pop-up events at large employers to solicit registration and participation.

Potential new program options for this next year are:

- A year-round commute challenge
- An income-based e-Bike voucher program for employees and college students
- Vanpool Incentive program for New Vanpool start-ups

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

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

The V-Commute travel demand program assists users with finding affordable, sustainable transportation options for their trip needs.

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

Ridesharing, transit, teleworking and active transportation modes even when used periodically, reduce impacts of congestion and GHG emissions. V-Commute assists and encourages users with alternatives to driving alone.

### **ATTACHMENTS**

(1) V-Commute Finance and Expenditure Plan



## V-Commute 5 Year Expenditure and Financing Plan

Expenditure Plan	Year 0 FY 2018-19	Year 1 FY 2019-20	Year 2 FY 2020-21	Year 3 FY 2021-22	Year 4 FY 2022-23	Year 5 FY 2023-24
Ride Amigos Service Contract	\$ 17,885	\$ 17,885	\$ 17,885	\$ 18,779	\$ 18,779	\$ 18,779
Incentives	9,600	3,140	1,025	2,000	5,000	5,000
V-Commute Support Programs	-	200	0	100	10,000	10,000
Materials and Supplies	495	1,050	0	0	5,000	5,000

<b>TOTALS</b>	\$ 27,980	\$ 22,275	\$ 18,910	\$ 20,879	\$ 38,779	\$ 38,779
				<b>BUDGET</b>	<b>25,000</b>	<b>25,000</b>
				Participants Goals	1,500	1,600
				Cost per user	\$ 25.85	\$ 24.24

Financing Plan	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
FTA Grant	\$ 21,988	\$ -	\$ -	\$ -	\$ -	\$ -
TDA	5,992	22,275	17,885	20,879	20,000	20,000
Marketing Budget	-	-	-	-	20,000	20,000
CMA	-	-	-	-	-	-

<b>TOTALS</b>	\$ 27,980	\$ 22,275	\$ 17,885	\$ 20,879	\$ 40,000	\$ 40,000
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<b>Difference</b>	\$ -	\$ -	\$ 1,025	\$ -	\$ (1,221)	\$ (1,221)
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## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Vine Transit Update

### **STAFF RECOMMENDATION**

That the NVRTA Board receives a fourth quarter FY 2021-22 Vine Transit update and future schedule changes.

### **EXECUTIVE SUMMARY**

This report summarizes the Vine's operational performance during the fourth quarter for Fiscal Year (FY) 2021-22, covering the period of April 1 to June 30, 2022. The board memo compares the fourth quarter of FY 2022 (April – June) to both the fourth quarter of FY 2021 and to the previous quarter (January – March ) to highlight the differences between the same time period last year and to recent months of the COVID-19 pandemic.

### **FISCAL IMPACT**

None



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Program Manager – Public Transit  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Vine Transit Update

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#### **RECOMMENDATION**

That the NVTA Board receive a fourth quarter FY 2021-22 Vine Transit update and future schedule changes.

#### **BACKGROUND**

*New Schedule (August 14, 2022)*

Staff implanted some minor service changes that commenced on Sunday, August 14, 2022. The timetables for the following routes have been changed:

- Route E
- Route S
- Route 29

After surveying and receiving feedback from Route 29 riders, staff re-instated the first Route 29 trip leaving the Redwood Park and Ride at 4:30 am and eliminated the 5:00 am departure.

The Route E schedule was altered to accommodate the start of the new school year for Camille Creek Community School, which is where most of the Route E ridership originates.

An earlier trip on the Route S was added which departs from the Soscol Gateway Transit Center at 5:15 am to allow riders to make a connection earlier than 6:00 am to the Imola Park and Ride where Routes 29 and 11X will begin service in the next few months. In addition to these timetable modifications, the American Canyon & St. Helena school trips resumed service to coincide with the beginning of the school year.



The most significant service change was made to the Route W in the City of Napa. The Route W is now bi-directional, meaning that it operates in both a clockwise and counterclockwise direction. Staff had previously reported that the Route W would serve Silverado Middle school in the morning and afternoon, but school district officials notified staff that they have plans in place to use a yellow school bus to bus students to Silverado Middle School that previously attended Harvest Middle School, which was closed. The school district will notify staff if future Vine Transit bus service is warranted.

### *Future Service Changes*

Some future service changes staff are still considering:

- Creating a new stop along Route 11 that will serve the Napa-Vallejo Flea market in American Canyon on Sundays.
- Re-routing Routes 29 and 11X to serve the newly constructed Imola Park & Ride instead of the Soscol Gateway Transit Center to streamline service.

### *Electric Bus Update*

Four out of the five electric BYD buses ordered are currently at the maintenance facility, located at 720 Jackson Street. The fifth bus remains at the BYD manufacturing facility in Lancaster, CA, where the manufacturer is waiting for parts to modify the driver barrier so it fits around the farebox. Those parts are expected to arrive soon and staff currently estimates the fifth bus will arrive in Napa in September.

NVTA has not yet deployed the four buses in Napa into revenue service. Transdev staff, including management, drivers and mechanics, recently received training from BYD on how to operate, maintain and fix the buses the week of August 8th. Now that all the training modules are complete, staff will deploy the buses to St. Helena, Yountville and the City of Napa for service very soon. Since the buses are nearly ready for deployment, ribbon-cutting ceremonies have been scheduled for the following dates & times:

Table 1. Ribbon Cutting Ceremonies

<b>Bus</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
Yountville Bee Bus	Tuesday September 20, 2022	1:30pm – 2:30pm	Location: Yountville Town Hall
St. Helena Butterfly Bus	Thursday September 22, 2022	10:00am – 11:00am	Location: Crane Park

In addition to the five BYD electric buses nearly ready for commissioning, two Proterra electric buses are also on order. They are currently being assembled at Proterra's plant with a current estimated shipping date of early fall 2022. Drivers, maintenance, and other Transdev employees have already begun to receive training on these new buses.

On August 16, the Federal Transit Administration officially announced that NVTa received a federal Low-No grant in the amount of \$6,341,892 for six new additional electric buses. These new six new electric buses will most likely be deployed on local routes in the City of Napa.

Electric Bus Infrastructure: EV chargers are currently available at the maintenance yard in the City of Napa and in Yountville and are ready for use once the new electric buses go into service. The St. Helena charger will be ready for use once a new electrical panel is installed. NVTa staff is also working with City of American Canyon staff to install two chargers at their maintenance yard. These chargers would work with the two Proterra electric buses.

### *Vine Transit Performance*

The first four tables compare ridership across different services in the fourth quarter of FY 2020-21 (April to June) to the same period in the prior fiscal year. Table 2 shows an overall 75% increase in ridership from 18,453 to 32,348 in the City of Napa during the fourth quarter of FY 2020-21 compared to the fourth quarter of FY 2021-22. This large increase follows the same trend as most other services. The increases across most services can be attributed to the lifting of most COVID restrictions and the natural increases that warmer weather and the summer months bring to transit ridership.

*Table 2: City of Napa– Comparing Q4 of FY21 & FY22*

	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>% Difference</b>	<b>Numerical Difference</b>
<b>Total</b>	18,453	32,348	75.30%	13,895

Table 3 also indicates an increase in ridership on the regional and express routes (10, 11, 21 and 29). There was a 21.53% increase in the fourth quarter between fiscal years 2020-21 and 2021-22. Route 11 showed the largest percentage increase in ridership (27.77%) of all of the regional and express routes.

*Table 3: Routes 10, 11, 11X, 21 and 29 Ridership – Comparing Q4 of FY21 & FY22*

	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>% Difference</b>	<b>Numerical Difference</b>
<b>Route 10</b>	27,961	33,273	19.00%	5,312
<b>Route 11</b>	24,136	30,839	27.77%	6,703
<b>Route 11X</b>	N/A	1,213	-	1,213
<b>Route 21</b>	4,845	4,114	-15.09%	-731
<b>Route 29</b>	8,078	9,581	18.61%	1,503
<b>Total</b>	<b>65,020</b>	<b>79,020</b>	<b>21.53%</b>	<b>14,000</b>

Table 4 shows the ridership patterns on the four community shuttles. The combined ridership is up 47.28% compared to the same quarter in the prior fiscal year. Ridership increased across all the community shuttles in the fourth quarter of the current fiscal year with the exception of the Yountville Trolley, which remains low due to the Yountville Veterans home being closed for transit and persistent maintenance issues with the trollies.

*Table 4: Community Shuttles – Comparing Q4 of FY21 & FY22*

	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>% Difference</b>	<b>Numerical Difference</b>
<b>Calistoga Shuttle</b>	2,923	3,688	26.17%	765
<b>St. Helena Shuttle</b>	1,121	1,392	24.17%	271
<b>Yountville Trolley</b>	1,553	1,130	-27.24%	-423
<b>American Canyon Transit</b>	1,932	4,879	152.54%	2,947
<b>Total</b>	<b>7,529</b>	<b>11,089</b>	<b>47.28%</b>	<b>3,560</b>

VineGo ridership has experienced a remarkable recovery (134.85%) compared to ridership from the same time period last year as shown in Table 5. This large increase in ridership can be attributed to the lifting of many COVID restrictions and the re-opening of various senior programs at Clinic Ole, Collabria Care, the Senior Center, etc.

*Table 5: VineGo Ridership – Comparing Q4 of FY21 & FY22*

	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>% Difference</b>	<b>Numerical Difference</b>
<b>VineGo</b>	1,033	2,426	134.85%	1,393

Tables 6, 7 and 8, compare the third quarter of FY 2021-22 to the fourth quarter of FY 2021-22 to provide additional context on ridership during the COVID-19 pandemic. Table 6 shows an overall increase of 13.79% in ridership in the City of Napa on the fixed routes.

*Table 6 City of Napa Ridership – Comparing Q3 of FY22 & Q4 of FY22*

	<b>Q3 FY 22</b>	<b>Q4 FY 22</b>	<b>% Difference</b>	<b>Numerical Difference</b>
<b>Napa Local On-Demand</b>	4,653	4,572	-1.74%	-81
<b>Route N</b>	12,296	15,519	26.21%	3,223
<b>Route S</b>	4,352	4,204	-3.40%	-148
<b>Route W</b>	6,351	7,042	10.88%	691
<b>Route E</b>	777	1,011	30.12%	234
<b>Total</b>	<b>28,429</b>	<b>32,348</b>	<b>13.79%</b>	<b>3,919</b>

Ridership increased over the prior quarter on all of the regional and express routes by 19.97% as seen in Table 7. Route 11X shows the largest increase at 67.08%, however,

Route 11X service was temporarily suspended for a few weeks in January-February during an emergency schedule change due to the driver shortage during the winter COVID surge. Therefore, it is to be expected that the Q3 ridership is significantly lower than the Q4 ridership. Route 21 remained relatively stagnant, showing a slight increase of 1.56%. The slow recovery of the Route 21 is largely attributable to Napa Valley College is still providing an on line learning option.

*Table 7: Routes 10, 11, 21 & 29 Ridership – Comparing Q3 of FY22 & Q4 of FY22*

	Q3 FY 22	Q4 FY 22	% Difference	Numerical Difference
<b>Route 10</b>	27,353	33,273	21.64%	5,920
<b>Route 11</b>	26,037	30,839	18.44%	4,802
<b>Route 11X</b>	726	1,213	67.08%	487
<b>Route 21</b>	4,051	4,114	1.56%	63
<b>Route 29</b>	7,698	9,581	24.46%	1,883
<b>Total</b>	<b>65,865</b>	<b>79,020</b>	<b>19.97%</b>	<b>13,155</b>

For the community shuttles, ridership increased on almost all services compared to the fourth quarter of the previous fiscal year as seen in Table 8 with the exception of the Yountville Trolley.

*Table 8: Community Shuttles – Comparing Q3 of FY22 & Q4 of FY22*

	Q3 FY 22	Q4 FY 22	% Difference	Numerical Difference
<b>Calistoga Shuttle</b>	3,071	3,688	20.09%	617
<b>St. Helena Shuttle</b>	1,250	1,392	11.36%	142
<b>Yountville Trolley</b>	1,359	1,130	-16.85%	-229
<b>American Canyon Transit</b>	4,181	4,879	16.69%	698
<b>Total</b>	<b>9,861</b>	<b>11,089</b>	<b>12.45%</b>	<b>1,228</b>

VineGo ridership increased significantly by 95.33% when compared to the previous quarter of the current fiscal year as seen in Table 9. NVTa has been experiencing an uptick in VineGo applications and renewals over the last 3-4 months, therefore staff expects these higher ridership figures to continue as long as senior programs and activities around the Valley continue to operate.

*Table 9: VineGo Ridership – Comparing Q3 of FY22 & Q4 of FY22*

	Q3 FY 22	Q4 FY 22	% Difference	Numerical Difference
<b>VineGo</b>	1,242	2,426	95.33%	1,184

While ridership in Q4 FY 22 is much higher than previous quarters, ridership is still well below pre-COVID levels. Table 10 shows Q4 over the past four fiscal years and shows ridership still down -54% from FY 19 pre-COVID levels so additional ridership growth is still necessary to get closer to pre-COVID ridership levels.

*Table 10: Ridership – Comparing Q4 of FY 22, FY 21, FY 20 and FY 19*

	Q4 FY 21/22	Q4 FY 20/21	Q4 FY 19/20	Q4 FY 18/19
Fixed Route	106,796	70,179	66,104	246,021
Demand Response	18,087	21,856	11,778	27,349
Total	124,883	92,035	77,882	273,370

The final table (Table 11) shows the on-time performance for the nine fixed route services that NVTa is currently operating. Most routes are showing acceptable levels of on-time performance with the exception of Route W. Staff believes the low on-time performance of 33% is due to a data error in the CAD/AVL schedule which will be remedied with the current August 14, 2022 schedule.

*Table 11: On-Time Performance for Q4 of FY22*

	On-Time	Late	Early
Route N	61.00%	9.00%	30.00%
Route S	63.00%	19.00%	18.00%
Route W	33.00%	50.00%	16.00%
Route E	58.00%	32.00%	11.00%
Route 10	54.00%	14.00%	33.00%
Route 11	54.00%	12.00%	34.00%
Route 11X	56.00%	12.00%	32.00%
Route 21	50.00%	25.00%	24.00%
Route 29	45.00%	32.00%	23.00%
Average	52.67%	22.78%	24.56%

## **ATTACHMENTS**

None



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **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



September 21, 2022  
NVRTA Board Agenda Item 10.5

Continued From: New  
**Action Requested: INFORMATION**

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## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Director of Administration, Finance and Policy  
(707) 259-8779 / Email: [aonorato@nvta.ca.gov](mailto:aonorato@nvta.ca.gov)  
**SUBJECT:** Federal and State Legislative Update

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#### **RECOMMENDATION**

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

#### **EXECUTIVE SUMMARY**

##### **Federal Update:**

On August 16, President Biden signed a sweeping \$750 billion health care, tax and climate bill into law. The Inflation Reduction Act (formerly known as Build Back Better) accomplishes several key legislative agenda items representing the largest climate investment in American history and making major changes to health policy. The legislation is expected to reduce the deficit through new taxes – including a 15% minimum tax on large corporations and a 1% tax on stock buybacks – and boost the Internal Revenue Service’s ability to collect.

Building upon the Bipartisan Infrastructure Law (BIL), the Inflation Reduction Act will provide up to an additional \$1 billion for heavy-duty clean vehicle investments such as zero-emission transit buses. Additionally, the Act will invest \$3.2 billion in Federal Highway funds to establish neighborhood access and equity programs and invest in safety, walkability and affordable transportation in local communities.

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**State Update**

Climate and energy programs are the largest remaining unresolved issues in the budget trailer bill. Ramping up goals for tackling climate change, Governor Gavin Newsom asked the Legislature to accelerate greenhouse gas cuts, set new interim targets for reaching 100% clean electricity, and codify safety zones around new oil and gas wells. Newsom also is seeking regulations from the state Air Resources Board that would govern controversial projects, which could remove carbon dioxide from the air and sequester it underground.

**SB 1050 (Dodd)**: Establishes toll road on Highway 37 to finance congestion relief and sea level rise management projects. The legislation was held in the Assembly Appropriations Suspense File and will not progress any further this legislative year.

**Regional Measure 3 (RM3)**

In June 2018, voters in the nine-county San Francisco Bay Area approved Regional Measure 3 (RM3). The measure provides \$4.45 billion in transportation funding. The measure includes a plan to build major roadway and public transit improvements funded by an increase in bridge tolls on all Bay Area toll bridges except the Golden Gate Bridge. With RM3, the region's state-owned toll bridges increased by \$1 beginning January 1, 2019, increased another \$1 on January 1, 2022 and another \$1 increase in January 2025. However, in 2018, a challenge was filed by Howard Jarvis Taxpayers Association and Randall Whitney, asserting that RM3 was a tax, which therefore required a 2/3 supermajority of the vote to pass. The denial of the challenges by a San Francisco Superior Court were appealed to the Court of Appeal, then to the California Supreme Court, which has chosen to hear the case in conjunction with another case involving franchise fees.

RM3 was "piggybacked" onto Zolly v. City of Oakland, which presents a challenge to the City's ability to collect franchise fees from its franchised solid waste collection services provider(s). The Zolly case was taken up by the California Supreme Court given the potential for broad precedent and potential conflict with an appellate decision in the Bay Area Toll Authority's (BATA) RM3 case. The Court remanded the case back to the trial court for further proceedings.

Although the City of Oakland was not able to secure a victory, the decision does not directly impact the primary arguments related to Regional Measure 3 (RM3). MTC/BATA are awaiting procedural orders from the Court regarding the next steps for the RM3 case.

**ATTACHMENTS**

- (1) August 25, 2022 Federal Update (K&L Gates and Platinum Advisors)
- (2) August 25, 2022 State Budget Update (Platinum Advisors)



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(3) August 25, 2022 State Bill Matrix (Platinum Advisors)

MEMO

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

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

DATE: August 25, 2022

RE: August Monthly Report

**State of Play and Congressional Update**

A flurry of late session Congressional activity ushered in a quiet second half of August in the nation's capital. In just a short period prior to the annual month-long recess, Congress passed several major pieces of legislation that will serve as landmark victories for House and Senate Democrats and President Joe Biden.

In late July, Congress passed the Creating Helpful Incentives to Produce Semiconductors (CHIPS) and Science Act and the bill was signed into law by President Biden on August 9. CHIPS aims to reduce U.S. reliance on overseas chip supply chains and increases authorizations to enhance the nation's science and technology base. Additionally, the law provides subsidies to manufacture semiconductors in the U.S., boost science and technology research, and address China's anti-competitive trade practices. The bill received bipartisan support in the House and Senate. Supplementing the passage of CHIPS was the passage of a bill that amended the Fixing America's Surface Transportation (FAST) Act to expedite Federal approvals for building new U.S. semiconductor factories.

The Senate also passed the Promise to Address Comprehensive Toxics (PACT) Act this month, which expands healthcare benefits to veterans that have been exposed to burn pits and other toxic substances. The Senate was expected to pass this legislation at the end of July, but several Republicans decided to oppose the bill, citing funding concerns, despite voting for it in the past.

Finally, the Senate passed the Inflation Reduction Act on August 8 with Vice President Harris casting the tie-breaking vote in the Senate. The House, who had already started its summer vacation, returned to DC and passed the bill 220—207 with all Republicans voting against it. This party-line vote concluded a lengthy negotiating process amongst the White House and the Democratic caucus to pass their legislative agenda ahead of

the midterm elections. The Inflation Reduction Act (IRA), formerly known as Build Back Better, includes extensions and tweaks of several popular credits for renewable electricity, alternative fuel vehicles, and carbon capture, as well as numerous new renewable energy and fuels credits. The President signed the IRA into law on August 16. In addition to the IRA, Senator Manchin was given commitments from Majority Leader Schumer, Speaker Pelosi, and President Biden for a separate bill that would streamline permitting rules for pipelines and transmission lines and mandate the Federal government work to complete the Mountain Valley Pipeline in West Virginia.

Upon passing the Inflation Reduction Act (IRA), Congress officially left town for its summer recess. Members facing re-elections will use the time to campaign back home with Democrats highlighting their massive legislative achievements such as the Infrastructure Investment and Jobs Act (IIJA), CHIPS Act, and IRA and Republicans singing the battle hymn of inflation, overspending, and big government. The Senate returns from recess on Tuesday, September 6 and the House returns on Tuesday, September 13. Upon returning from recess, Congress will have to navigate a set of complex legislative items including the annual National Defense Authorization and government appropriations bills during a period of maximum hostility and antagonism.

### ***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.

### **Department of Transportation (DOT) Updates**

DOT awarded more than \$2.2 billion from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program. Projects were evaluated on several criteria, including safety, environmental sustainability, quality of life, economic competitiveness and opportunity, partnership and collaboration, innovation, state of good repair, and mobility and community connectivity. More details can be found [here](#).

DOT announced a Request for Information (RFI) to receive input from stakeholders about the Thriving Communities Initiative – launching this fall. This program will provide technical assistance and hands-on planning support for transformative infrastructure projects that serve disadvantaged communities. More details can be found [here](#).

Secretary Buttigieg and Port Envoy Gen. Stephen Lyons hosted a convening of Freight Logistics Optimization Works (FLOW) partners to advance the development of the initiative and welcome new members. FLOW, which was launched in March, is a first-of-its-kind effort by the Biden Administration and supply chain companies to develop a digital tool that gives companies information on the condition of a node or region in the supply chain so that goods can be moved more quickly and cheaply, ultimately bringing down costs for families. There are now 36 participants that are a part of FLOW. More details can be found [here](#).

### ***Federal Highway Administration (FHWA)***

The DOT announced that all 50 states, the District of Columbia, and Puerto Rico have submitted EV infrastructure deployment plans as required under the National Electric Vehicle Infrastructure Formula Program established and funded by the Bipartisan Infrastructure Law. These plans are required to unlock the first round of the \$5 billion of BIL formula funding available over 5 years to help states accelerate the building out the national EV charging network. Each state was required to submit a plan to the Joint Office of Energy and Transportation that describes how the state intends to use its share of NEVI Formula Program funds consistent with FHWA guidance. With all state EV deployment plans now submitted, the Joint Office and FHWA will review the plans and continue to work with states, with the goal of approving state plans by September 30. Once each state plan is approved, state departments of transportation will be able to deploy EV charging infrastructure through the use of NEVI Formula Program funds.

More details can be found [here](#).

FHWA has also announced new guidance and \$7.3 billion in formula funding to help states and communities better prepare for and respond to extreme weather events like wildfires, flooding, and extreme heat. The new Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Formula Program funding is available to states over five years to make transportation infrastructure more resilient to future weather events and other natural disasters by focusing on resilience planning, making resilience improvements to existing transportation assets and evacuation routes, and addressing at-risk highway infrastructure. In general, eligible projects include highway and transit projects, bicycle and pedestrian facilities, and port facilities including those that help improve evacuations or disaster relief. More information can be found [here](#).

FHWA announced \$100 million in Fiscal Years 2020 and 2021 grant awards, funding two projects in Alaska and Mississippi, and \$125 million in new funding availability for its Nationally Significant Federal Lands and Tribal Projects (NSFLTP) Program. More details can be found [here](#).

FHWA announced a final rule that will improve safety for all road users by ensuring that pavement markings are made more visible in dark or low light conditions. Under the final rule, the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) will provide a new minimum standard for pavement marking “retroreflectivity” effective September 6, 2022. More details can be found [here](#).

The FHWA and Federal Transit Administration (FTA) together awarded \$49.2 million in innovative technology grants to improve mobility and multimodal connections for the nation’s highway and transit systems. FHWA awarded \$45.2 million in Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) grants to 10 projects using advanced intelligent transportation systems (ITS) technologies that improve mobility and safety, reduce congestion and support underserved communities. The FTA awarded \$4 million in Enhancing Mobility Innovation (EMI) grants to nine transit agencies and organizations in six states and the District of Columbia to improve access and mobility for transit riders. Grants can be applied to technologies ranging from systems that detect and prevent wrong-way crashes to advanced technology to improve trucking operations and terminal operator activities at a port. More details can be found [here](#).

### ***Federal Transit Administration (FTA)***

FTA announced \$1.66 billion in grants to transit agencies, territories, and states across the country to invest in 150 bus fleets and facilities. This year's funding alone will nearly double the number of no-emission transit buses on America's roadways. For the first time, five percent of low- and no-emission bus funding will be used to train transit workers on how to maintain and operate new clean bus technology. The Napa Valley Transportation Authority was awarded \$6,341,892 to buy as many as six zero-emission battery electric buses and charging stations to be installed at its new bus maintenance facility. This project will improve service reliability and air quality for residents and visitors in Napa County. More details can be found [here](#).

FTA announced a \$6 million Notice of Funding Opportunity (NOFO) to help improve people's access to affordable transportation, especially in areas that currently lack efficient and convenient transit options. Under the newly created Mobility, Access and Transportation Insecurity: Creating Links to Opportunity Program, the selected organization will partner with FTA to establish a research and demonstration program to improve access to affordable transportation options for everyday destinations. More details can be found [here](#).

### ***Federal Motor Carrier Safety Administration (FMCSA)***

FMCSA has awarded \$3.1 million to community colleges and training institutes through the Commercial Motor Vehicle Operator Safety Training (CMVOST) Grant Program. These grants will assist current and former members of the Armed Forces who want to pursue careers in trucking to get commercial driver’s licenses (CDLs) and the training

they need to enter the profession. The CMVOST grant program has three goals: to expand the number of CDL holders possessing enhanced operator safety training; to provide opportunities for current or former members of the United States Armed Forces and their spouses to enter trucking or bussing; and help increase training opportunities for candidates from underserved communities. More information can be found [here](#).



August 24, 2022

TO: Kate Miller, Executive Director  
Napa Valley Transportation Authority

FR: Steve Wallaugh  
Platinum Advisors

**RE: Legislative Update**

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The legislature returned to Sacramento on August 1<sup>st</sup> to begin the last five weeks of the 2021-22 legislative session. The first two weeks were consumed with Appropriations Committee hearings where over 840 measures were pending on the Senate and Assembly Suspense File. While numerous bills were approved, most were scaled back, and several high-profile bills were held. This included SB 917 (Becker), which proposed implementing the Seamless Transit provisions on Bay Area transit operators. While there was no opposition to SB 917, there remained numerous loose ends and unknown cost pressures, which resulted in the bill being held on Suspense.

We are now in the final days of session, and the Legislature must adjourn at midnight on August 31<sup>st</sup>. All measures not sent to the Governor for consideration by adjournment are dead. August 24<sup>th</sup> is the last day to amend legislation per the rules; however, the Constitutional deadline which requires all bills to be in print for 72 hours is not until Sunday evening. The Senate plans to keep the “desk” open until Sunday in order to process amendments to any late breaking agreements, or desperate end of session plays.

**Climate Change:** One of the largest remaining issues is the budget trailer bill on allocating funds for various climate and energy programs. During the Summer Recess, Governor Gavin Newsom sent a [letter](#) to the California Air Resources Board (CARB), outlining goals for California’s climate strategy. CARB will consider adopting these goals as part of the State Implementation Plan.

The content of the Governor’s climate plan is outlined below. However, the real heat in Sacramento is coming from the negotiations on the legislation to enact climate funding and the statutory changes to implement any agreement. Only one piece of legislation is in print, AB 2133 (Quirk), which would accelerate the reduction of greenhouse gas (GHG) emissions below the 1990 levels from 40% by 2030 to 55% by 2030.

The most controversial item being negotiated is the Governor's effort to extend the life of the Diablo Canyon Power Plant. There is a lot of chatter about the Governor leveraging the entire climate change package unless he gets some form of an extension for Diablo Canyon. He is currently pushing for 10 years. There is clear resistance within the Assembly Democratic Caucus to extending Diablo Canyon. Support on the Senate side is also questionable, but maybe extending operations by 5 years or at least beyond 2024 will be good enough.

- *Deploying Offshore Wind:* Governor Newsom is asking the California Energy Commission (CEC) to establish a planning goal of at least 20 gigawatt (GW) by 2045 and work with federal partners to accelerate the deployment of offshore wind. In May, the CEC set a preliminary target of 3 GW of offshore wind by 2030 and 15 GW by 2045.
- *Clean and Healthy Homes:* 3 million climate-ready and climate-friendly homes by 2030 and 7 million homes by 2035, supplemented through the deployment of 6 million heat pumps statewide by 2030.
- *Moving Away from Fossil Fuels:* Newsom is requesting state agencies to plan for an energy transition that avoids the need for new natural gas plants to meet California's long-term energy goals while ensuring reliability and meeting growing demand for electricity.
- *Drastically Reducing Methane:* CARB and California Geologic Energy Management (CalGEM) are asked to form a task force and seek the input of community members, air districts, and local government entities to identify and address methane leaks from oil infrastructure near communities.
- *Advancing Carbon Sequestration:* Newsom is requesting that CARB set a 20 million metric tons (MMT) carbon removal target for 2030 and 100 MMT carbon removal target for 2045.

**Propositions:** The Secretary of State has assigned numbers to the seven measures that either qualified or were placed on the ballot by the legislature. This is far less than past years, with some proponents withdrawing their proposals in favor of a legislative solution. However, fewer propositions do not mean fewer dollars spent on campaigns. The fight over online sports wager between tribes and casino interests, and spending on other propositions is expected to reach \$1 billion. The following proposition will appear on the November ballot:

**Proposition 1:** Amends the State Constitution to expressly provide that the state shall not deny or interfere with an individual's reproductive freedom in their most intimate decisions, which includes their fundamental right to choose to have an abortion and their fundamental right to choose or refuse contraceptives. Prop 1 was placed on the ballot by the legislature with the passage of SCA 10, which specified that this amendment would appear on the ballot as Proposition 1.



Proposition 26: This proposal would allow federally recognized Native American tribes to operate roulette, dice games, and sports wagering on tribal lands, subject to compacts negotiated by the Governor and ratified by the Legislature. Beginning in 2022, allows on-site sports wagering at only privately operated horse-racing tracks in four specified counties for persons 21 years or older.

Proposition 27: Legalizes online and mobile sports wagering for persons 21 years and older. Such wagering may be offered only by federally recognized Indian tribes and eligible businesses that contract with them. Individuals placing bets must be in California and not located on Native American lands.

Proposition 28: Provides additional funding for arts and music education in all K-12 public schools (including charter schools) by annually allocating from state General Fund an amount equaling 1% of required state and local funding for public schools.

Proposition 29: Requires a physician, nurse practitioner, or physician assistant, with six months' relevant experience, on site during treatment at outpatient kidney dialysis clinics; authorizes exemption for staffing shortage if qualified medical professional is available through telehealth. Requires clinics to disclose to patients all physicians with clinic ownership interests of five percent or more.

Proposition 30: Increases income tax on personal income over \$2 million by 1.75% for individuals and married couples. Prop 30 directs this new revenue to be allocated with 45% directed to rebates and other incentives for zero-emission vehicle purchases, 35% for charging stations for zero-emission vehicles, with at least half of this funding directed to low-income households and communities; and 20% for wildfire prevention and suppression programs, with priority given to hiring and training firefighters. It is estimated to generate \$3.5 to \$4 billion annually.

With respect to the 45% dedicated to vehicle purchases, Prop 30 requires at least 2/3 of the funds over the first five years must be used for the deployment of zero emission passenger vehicles. However, the remaining funds and future funds can be used to fund the purchase of zero emission school buses, transit buses and medium/heavy duty trucks and off-road vehicles. The 35% of funds set aside for fueling infrastructure would be administered by the California Energy Commission. During the first five years of the program, Prop 30 requires that at least half of the ZEV infrastructure funding be targeted specifically to multifamily dwelling charging stations (20 percent), single-family charging stations (10 percent), fast fueling infrastructure for passenger vehicles (10 percent), and medium-and heavy-duty fueling infrastructure (10 percent).

Proposition 31: Prop 31 is a referendum on a law approved in 2020 that prohibits the retail sale of certain flavored tobacco products and tobacco flavor enhancers. The referendum would require a majority of voters to approve the 2020 state law before it can take effect.



**August 25, 2022**

*The Governor has until September 30<sup>th</sup> to sign or veto all bills sent to his desk during the final week of session. All bills that remain with the legislature are dead as of midnight on August 31<sup>st</sup>.*

**Table 1: BOARD POSITION ITEMS**

Bills	Subject	Status	Client Positions
<b><u>AB 1638</u></b> <b><u>(Kiley R)</u></b> 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 t=new tax revenue would then be rebated back to consumers.</p>	ASSEMBLY APPR  DEAD	OPPOSE
<b><u>AB 1713</u></b> <b><u>(Boerner Horvath D)</u></b> 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 FLOOR	WATCH

<b><u>AB 1713</u></b> <b><u>(Continued)</u></b>	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.		
<b><u>AB 1778</u></b> <b><u>(Garcia, Cristina D)</u></b> 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 40th 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 TRANS DEAD	WATCH
<b><u>AB 1909</u></b> <b><u>(Friedman D)</u></b> 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"> <li>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.</li> <li>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.</li> <li>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.</li> <li>A local government that operates a bicycle license program shall not prohibit the use of unlicensed bicycles.</li> </ul>	Governor's Desk	WATCH

<p><b><u>AB 1919</u></b>  <b><u>(Holden D)</u></b>  Transportation:  free student  transit passes.</p>	<p>As amended, AB 1919 creates a five-year Youth Transit Pass Pilot Program to provide grants to transit agencies to create or expand free fare transit programs for college and K-12 students.</p> <p>Contingent upon funds being appropriated the bill would allow transit operators to apply to Caltrans for funds to create or expand existing free fare programs. The funds would be awarded based on the operator's proportional share fare box revenues based on the 2018-19 fiscal year. The bill also stipulates that an educational institution may not participate if the receipt of the funds would invalidate an existing free fare funding program.</p> <p>AB 1919 directs Caltrans to submit a report by January 1, 2027, that will be prepared in consultation with transit operators on the outcome of the program.</p>	<p>Governor's  Desk</p>	<p>SUPPORT</p>
<p><b><u>AB 1938</u></b>  <b><u>(Friedman D)</u></b>  Transit and  Intercity Rail  Recovery Task  Force.</p>	<p>AB 1938 was recently gutted and amended to now allow local governments to round down to the nearest 5 miles per hour increment based on the 85<sup>th</sup> percentile speed survey.</p> <p>Previously, AB 1938 proposed 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.</p>	<p>SENATE  FLOOR</p>	<p>WATCH    (Prior  Version)</p>
<p><b><u>AB 1944</u></b>  <b><u>(Lee D)</u></b>  Local  government:  open and public  meetings.</p>	<p>AB 1944 remains in the Senate Committee on Governance &amp; Finance. The Committee had concerns about the significant flexibility granted the members of local legislative bodies to participate remotely.</p> <p>The Committee did approve AB 2449 (Rubio), which is similar, but AB 2449 requires at least a majority of the governing board participate at a single location.</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</p>	<p>SENATE  GOV &amp; F  DEAD</p>	<p>WATCH</p>

<b><u>AB 1944</u></b> <b><u>(Continued)</u></b>	participation of its members, to also provide video streaming and offer public comment via video or phone.		
<b><u>AB 1993</u></b> <b><u>(Wicks D)</u></b> Employment: COVID-19 vaccination requirements.	<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>	ASSEMBLY L & E  DEAD	WATCH
<b><u>AB 2097</u></b> <b><u>(Friedman D)</u></b> Residential and commercial development: remodeling, renovations, and additions: parking requirements.	<p>AB 2097 would generally 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> <p>AB 2097 was amended to allow local governments to maintain parking minimums if the exemption would have substantial negative impacts. The bill also categorically exempts specified projects such as a hotel or motel.</p> <ul style="list-style-type: none"> <li>• “Major transit stop” includes an existing rail or BRT station, ferry terminal, or the intersection of two or more bus routes with peak commute period headways of 15 minutes or less.</li> <li>• “High-quality transit corridor” includes a corridor with fixed route bus service with peak commute headways of less than 15 minutes.</li> </ul>	SENATE FLOOR	SUPPORT

<p><b><u>AB 2120</u></b> <b>(Ward D)</b> Transportation finance: federal funding: bridges.</p>	<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>	<p>ASSEMBLY APPR – DEAD</p>	<p>SUPPORT</p>
<p><b><u>AB 2147</u></b> <b>(Ting D)</b> Pedestrians</p>	<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>	<p>SENATE FLOOR</p>	<p>WATCH</p>
<p><b><u>AB 2237</u></b> <b>(Friedman D)</b> Transportation planning: regional transportation improvement plan: sustainable communities strategies: climate goals.</p>	<p>AB 2237 remains in the Senate Transportation Committee and the author has decided to not move this bill forward.</p> <p>This bill would require regional transportation planning agencies (RTPA) to include in its regional transportation improvement program projects to be funded in whole or in part that are consistent with its most recently prepared sustainable communities strategy and the state's climate goals. The bill would also require projects funded with local transportation sales tax funds to also be included in SCS.</p>	<p>SENATE TRANS DEAD</p>	<p>WATCH</p>
<p><b><u>AB 2336</u></b> <b>(Friedman D)</b> 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>ASSEMBLY APPR DEAD</p>	<p>SUPPORT</p>

<p><b><u>AB 2438</u></b>  <b>(Friedman D)</b>  Transportation funding: alignment with state plans and greenhouse gas emissions reduction standards.</p>	<p>AB 2438 requires various state transportation programs to incorporate strategies from the Climate Action Plan for Transportation Infrastructure (CAPTI) into program guidelines. Also requires various state agencies to establish new transparency and accountability guidelines for certain transportation funding programs</p>	<p>SENATE FLOOR</p>	<p>Watch</p>
<p><b><u>AB 2449</u></b>  <b>(Rubio, Blanca D)</b>  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>ASSEMBLY CONCURRENCE FILE</p>	<p>WATCH</p>
<p><b><u>AB 2622</u></b>  <b>(Mullin D)</b>  Sales and use taxes: exemptions: California Hybrid and 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 and would extend the sunset date on the sales tax exemption from January 1, 2024, to January 1, 2026.</p>	<p>Governor's Desk</p>	<p>SUPPORT</p>
<p><b><u>ACA 1</u></b>  <b>(Aguilar-Curry D)</b>  Local government financing: affordable housing and public infrastructure: voter approval.</p>	<p>Identical to last session's proposal, which NVTA 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><b><u>SB 674</u></b> <b>(Durazo D)</b> Public Contracts: workforce development: transportation- related contracts.</p>	<p>Earlier in August, SB 674 was removed from the Inactive File, and substantially amended.</p> <p>As amended, SB 674 requires a contractor or subcontractor, until January 1, 2028, that is awarded a state contract, a subsidy, a grant, or a loan, for the acquisition of zero-emission transit vehicles or electric vehicle supply equipment valued at ten million dollars or more, to incorporate high road job standards in their application.</p> <p>As specified in the bill, these new requirements would apply to grants provided by Caltrans that exceed \$10 million for the purchase of zero emission buses. The bill would require contractors to agree to provide specified information about their workers if awarded a contract. The local entity that awards the contract would be required to receive specified reports, and withhold funds from the award if the contractor fails to comply with the reporting requirements.</p>	<p>ASSEMBLY FLOOR</p>	<p>WATCH</p>
<p><b><u>SB 852</u></b> <b>(Dodd D)</b> 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>Governor's Desk</p>	<p>SUPPORT</p>
<p><b><u>SB 878</u></b> <b>(Skinner D)</b> School transportation.</p>	<p>SB 878 was gutted and amended by the Assembly Appropriations Committee to become a study bill.</p> <p>Previously, SB 878 would create a program to provide home-to-school transportation to all students, by providing school bus service or by contracting with public transit operators.</p> <p>As amended, SB 878 directs the California Department of Education to convene a</p>	<p>ASSEMBLY FLOOR</p>	<p>WATCH</p>



<b><u>SB 878</u></b> <b><u>Continued</u></b>	workgroup that includes school transportation stakeholders and school transportation providers to develop recommendations pertaining to safety standards for drivers of unaccompanied minors to school.		
<b><u>SB 917</u></b> <b><u>(Becker D)</u></b> Seamless Transit Transformation Act.	<p>SB 917 directs the Metropolitan Transportation Commission (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>SB 917 was held on the Assembly Appropriations Suspense File. No reason was given. However, several amendments were still being negotiated, and the bill would create cost pressures, so it is not surprising that the bill was held.</p> <p>Amendments did address some concerns expressed by Bay Area operators with respect to the time deadlines, concerns regarding the integrated fare plan requirements, and establishing the Regional Transit Coordinating Council.</p>	<p>ASSEMBLY APPR</p> <p>Held on Suspense -- DEAD</p>	SUPPORT IF AMENDED
<b><u>SB 922</u></b> <b><u>(Wiener D)</u></b> California Environmental Quality Act (CEQA): exemptions: transportation-related projects.	<p>SB 922 expands CEQA exemptions for specified transit, bicycle, and pedestrian projects, and extends these exemptions from 2023 to 2030.</p> <p>Specifically, the bill makes the following changes:</p> <ul style="list-style-type: none"> <li>• Exempts from CEQA, until January 1, 2030, active transportation plans and pedestrian plans, if the lead agency holds noticed public hearings</li> <li>• 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.</li> </ul> <p>Expands the type of transit prioritization projects.</p>	Governor's Desk	SUPPORT

<p><b><u>SB 942</u></b>  <b>(<u>Newman D</u>)</b>  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.</p> <p>As amended in the Assembly Transportation Committee, operators would be required to submit the initial allocation request and then for the next three year annually submit documentation that the program is meeting the GHG reduction requirements.</p>	<p>Governor's Desk</p>	<p>SUPPORT</p>
<p><b><u>SB 1049</u></b>  <b>(<u>Dodd D</u>)</b>  Transportation Resilience Program.</p>	<p>Similar to proposed budget trailer bill language, SB 1049 would establish the Transportation Resilience Program within Caltrans. SB 1049 remains in the Assembly Transportation Committee and will not be moving forward.</p> <p>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>ASSEMBLY TRANS DEAD</p>	<p>SUPPORT</p>
<p><b><u>SB 1050</u></b>  <b>(<u>Dodd D</u>)</b>  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. Amendments accepted in the Assembly Transportation Committee require MTC/BATA to submit an application to the CTC to operate a toll facility on Hwy 37.</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 APPR Held of Suspense DEAD</p>	<p>SUPPORT</p>

<p><b><u>SB 1100</u></b>  <b>(<u>Cortese D</u>)</b>  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>Signed Into  Law  Chapter  #171,  Statutes of  2022</p>	<p>WATCH</p>
<p><b><u>SB 1121</u></b>  <b>(<u>Gonzalez D</u>)</b>  State and local  transportation  system: needs  assessment.</p>	<p>SB 1121 would require the California Transportation Commission (CTC) in cooperation with Caltrans and CalSTA 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.</p> <p>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  FLOOR</p>	<p>SUPPORT</p>