



625 Burnell Street
Napa, CA 94559

Agenda - Final

**Wednesday, July 15, 2020
1:30 PM**

MEETING LOCATION: REFER TO COVID-19 SPECIAL NOTICE

NVRTA Board of Directors

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

PUBLIC MEETING GUIDELINES FOR PARTICIPATING VIA PHONE/VIDEO CONFERENCE

Consistent with Executive Orders No. N-25-20 and N-29-20 from the Executive Department of the State of California and Napa County's Shelter in Home Order issued March 18, 2020 and further extended, a physical location will not be provided for the Napa Valley Transportation Authority Board of Directors meeting. The public is invited to participate telephonically or electronically via the methods below:

To observe the meeting by video conference, click on the link below at the noticed meeting time: <https://countyofnapa.zoom.us/j/99750072830>

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

To observe the meeting by phone, call 1 (669) 900-6833 at the noticed meeting time, then enter Meeting ID 997 5007 2830. When asked for the participant ID or code, press #.

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>

How to Submit a Public Comment

1. Members of the public may submit a public in writing by emailing info@nvta.ca.gov by 11 a.m. on the day of the meeting with PUBLIC COMMENT identified in the subject line of the email. For comments to be read into record, emails with the equivalent of a maximum of 3 minutes shall contain in the subject line "Public Comment-Not on the Agenda" or "Public Comment-Agenda Item # (include item number)". All written comments should be 350 words or less, which corresponds to approximately 3 minutes of less of speaking time. All other written comments received will still be provided to the Board of Directors and be included as part of the meeting record.
2. To comment during a virtual meeting (Zoom), click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the Agenda item. You will be unmuted when it is your turn to make your comment for up to 3 minutes. After allotted time, you will be re-muted.

Instructions for how to "Raise Your Hand" are available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.

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

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 Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

Translation Services: If you require a translator to facilitate testimony to the NVTA, please contact Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8633 no later than 48 hours in advance of the scheduled meeting.

This Agenda may also be viewed online by visiting the NVTA website <https://legistar.com/Calendar.aspx>.

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

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

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

9. CONSENT AGENDA ITEMS (9.1 - 9.3)

- 9.1 **Approval of Meeting Minutes of June 17, 2020 (Karrie Sanderlin)**
 (Pages 9-14)

Recommendation: Board action will approve the meeting minutes of June 17, 2020.

Estimated Time: 1:45 p.m.

Attachments: [Draft Minutes](#)

9.2 Approval of Updates to NVTA Policy Manual in the Areas of Financial Management, Contracting and Procurement, Equal Employment Opportunity (EEO), and Personnel (Antonio Onorato) (Pages 15-270)

Recommendation: Board action will approve and authorize the executive director to make minor modifications to the updated policies in the areas of Financial Management, Contracting and Procurement, EEO, and Personnel Policies.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

9.3 Approval of Resolution No. 20-15 Adopting the Napa Valley Transportation Authority's Public Transit Agency Safety Plan (Danielle Schmitz) (Pages 270-300)

Recommendation: Board action will approve the Public Transit Agency Safety Plan.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

10. REGULAR AGENDA ITEMS

10.1 Napa Valley Community Based Transportation Plan (CBTP) (Danielle Schmitz) (Pages 301-304)

Recommendation: Board action will approve adoption of the CBTP.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

10.2 Approval of Amended Resolution No. 17-06 Revising the One Bay Area Grant Cycle 2 (OBAG 2) Program and Proposal to Address the Calistoga to St. Helena Vine Trail Funding Shortfall (Kate Miller) (Pages 305-314)

Recommendation: Board action will approve (1) amending the OBAG 2 Program to move \$2 million Congestion Mitigation and Air Quality (CMAQ) funds currently programmed to the Silverado Five-Way Intersection to the Vine Maintenance Facility, (2) commit \$2 million in funding from the OBAG 3 or other future OBAG cycle to the Silverado Five-Way project, and (3) using \$2 million in Transportation Development Act (TDA) funds reserved for the Vine Maintenance Facility for the Calistoga to St. Helena vine Trail Project.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

10.3 NVTB Participation in the Metropolitan Transportation Commission's Clipper START Means-Based Transit Fare Pilot Program (Kate Miller) (Pages 315-318)

Recommendation: Board action will approve participation in the Clipper START Means-Based Transit Fare Pilot Program at the 20% discount level.

Estimated Time: 2:15 p.m.

Attachments: [Staff Report](#)

10.4 Approval of Napa Valley Transportation Authority (NVTB) Agreement No. 20-12 for Legal Services (Kate Miller) (Page 319-369)

Recommendation: Board action will authorize the Executive Director to execute NVTB Agreement No. 20-12 with Sloan Sakai Yeung & Wong LLP for legal services for a term of three (3) years with up to two (2) one-year options in an amount not to exceed \$375,000.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

10.5 Legislative and State Bill Matrix Update (Kate Miller) (Pages 370-381)

Recommendation: The Board will receive the State Legislative update prepared by Platinum Advisors and approve board position recommendations for bills on the State Bill Matrix.

Estimated Time: 2:45 p.m.

Attachments: [Staff Report](#)

11. FUTURE AGENDA ITEMS

12. ADJOURNMENT

12.1 Approval of Special Meeting on Wednesday, August 19, 2020 at 11:00 a.m. and Adjournment

Estimated Time: 3:00 p.m.

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, July 10, 2020.

Karalyn E. Sanderlin (e-sign) July 8, 2020

Karalyn E. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

AB 32	Global Warming Solutions Act	GGRF	Greenhouse Gas Reduction Fund
ABAG	Association of Bay Area Governments	GTFS	General Transit Feed Specification
ADA	American with Disabilities Act	HBP	Highway Bridge Program
ATAC	Active Transportation Advisory Committee	HBRR	Highway Bridge Replacement and Rehabilitation Program
ATP	Active Transportation Program	HIP	Housing Incentive Program
BAAQMD	Bay Area Air Quality Management District	HOT	High Occupancy Toll
BART	Bay Area Rapid Transit District	HOV	High Occupancy Vehicle
BATA	Bay Area Toll Authority	HR3	High Risk Rural Roads
BRT	Bus Rapid Transit	HSIP	Highway Safety Improvement Program
BUILD	Better Utilizing Investments to Leverage Development	HTF	Highway Trust Fund
CAC	Citizen Advisory Committee	HUTA	Highway Users Tax Account
CAP	Climate Action Plan	IFB	Invitation for Bid
Caltrans	California Department of Transportation	ITIP	State Interregional Transportation Improvement Program
CASA	Committee to House the Bay Area	ITOC	Independent Taxpayer Oversight Committee
CEQA	California Environmental Quality Act	IS/MND	Initial Study/Mitigated Negative Declaration
CIP	Capital Investment Program	JARC	Job Access and Reverse Commute
CMA	Congestion Management Agency	LCTOP	Low Carbon Transit Operations Program
CMAQ	Congestion Mitigation and Air Quality Improvement Program	LIFT	Low-Income Flexible Transportation
CMP	Congestion Management Program	LOS	Level of Service
CalSTA	California State Transportation Agency	LS&R	Local Streets & Roads
CTP	Countywide Transportation Plan	MaaS	Mobility as a Service
COC	Communities of Concern	MAP 21	Moving Ahead for Progress in the 21 st Century Act
CTC	California Transportation Commission	MPO	Metropolitan Planning Organization
DAA	Design Alternative Analyst	MTC	Metropolitan Transportation Commission
DBB	Design-Bid-Build	MTS	Metropolitan Transportation System
DBF	Design-Build-Finance	ND	Negative Declaration
DBFOM	Design-Build-Finance-Operate-Maintain	NEPA	National Environmental Policy Act
DED	Draft Environmental Document	NOAH	Natural Occurring Affordable Housing
EIR	Environmental Impact Report	NOC	Notice of Completion
EJ	Environmental Justice	NOD	Notice of Determination
FAS	Federal Aid Secondary	NOP	Notice of Preparation
FAST	Fixing America's Surface Transportation Act	NVTA	Napa Valley Transportation Authority
FHWA	Federal Highway Administration	NVTA-TA	Napa Valley Transportation Authority-Tax Agency
FTA	Federal Transit Administration	OBAG	One Bay Area Grant
FY	Fiscal Year	PA&ED	Project Approval Environmental Document
GHG	Greenhouse Gas		

Glossary of Acronyms

P3 or PPP	Public-Private Partnership	SOV	Single-Occupant Vehicle
PCC	Paratransit Coordination Council	STA	State Transit Assistance
PCI	Pavement Condition Index	STIC	Small Transit Intensive Cities
PCA	Priority Conservation Area	STIP	State Transportation Improvement Program
PDA	Priority Development Areas	STP	Surface Transportation Program
PIR	Project Initiation Report	TAC	Technical Advisory Committee
PMS	Pavement Management System	TCM	Transportation Control Measure
Prop. 42	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes	TCRP	Traffic Congestion Relief Program
PSE	Plans, Specifications and Estimates	TDA	Transportation Development Act
PSR	Project Study Report	TDM	Transportation Demand Management Transportation Demand Model
PTA	Public Transportation Account	TE	Transportation Enhancement
RACC	Regional Agency Coordinating Committee	TEA	Transportation Enhancement Activities
RFP	Request for Proposal	TEA 21	Transportation Equity Act for the 21 st Century
RFQ	Request for Qualifications	TFCA	Transportation Fund for Clean Air
RHNA	Regional Housing Needs Allocation	TIGER	Transportation Investments Generation Economic Recovery
RM2	Regional Measure 2 (Bridge Toll)	TIP	Transportation Improvement Program
RM3	Regional Measure 3	TIRCP	Transit and Intercity Rail Capital Program
RMRP	Road Maintenance and Rehabilitation Program	TLC	Transportation for Livable Communities
ROW	Right of Way	TLU	Transportation and Land Use
RTEP	Regional Transit Expansion Program	TMP	Traffic Management Plan
RTIP	Regional Transportation Improvement Program	TMS	Transportation Management System
RTP	Regional Transportation Plan	TNC	Transportation Network Companies
SAFE	Service Authority for Freeways and Expressways	TOAH	Transit Oriented Affordable Housing
SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users	TOD	Transit-Oriented Development
SB 375	Sustainable Communities and Climate Protection Act 2008	TOS	Transportation Operations Systems
SB 1	The Road Repair and Accountability Act of 2017	TPA	Transit Priority Area
SCS	Sustainable Community Strategy	TPI	Transit Performance Initiative
SHA	State Highway Account	TPP	Transit Priority Project Areas
SHOPP	State Highway Operation and Protection Program	VHD	Vehicle Hours of Delay
SNTDM	Solano Napa Travel Demand Model	VMT	Vehicle Miles Traveled
SR	State Route		
SRTS	Safe Routes to School		

**Napa Valley Transportation
Authority
Meeting Minutes - Draft
NVTB Board of Directors**

July 15, 2020
NVTB Agenda Item 9.1
Continued From: New
Action Requested: APPROVE

625 Burnell Street
Napa, CA 94559

Wednesday, June 17, 2020

1:00 PM MEETING LOCATION: REFER TO COVID-19 SPECIAL NOTICE

1. Call to Order

Chair Canning called the meeting to order at 1:35 p.m.

2. Roll Call

Leon Garcia
Chris Canning
Jill Techel
Alfredo Pedroza
Paul Dohring
Mark Joseph
Kerri Dorman
Belia Ramos
Geoff Ellsworth
Liz Alessio
Beth Kahiga
John F. Dunbar
Gary Kraus

3. Pledge of Allegiance

Chair Canning led the Pledge of Allegiance.

4. Adoption of the Agenda

Motion **MOVED** by ALESSIO, **SECONDED** by JOSEPH to **APPROVE** adoption of the agenda.

Motion passed by the following roll call vote:

Aye: 22 - Garcia, Canning, Techel, Pedroza, Dohring, Joseph, Dorman, Ramos, Ellsworth, and Alessio

Absent: 2 - Dunbar, and Kraus

5. Public Comment

Public comment was provided by Justin Hole, Napa resident.

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

MTC Commissioners Update

Alfredo Pedroza provided an update of recent MTC activities.

ABAG Update

Leon Garcia and Belia Ramos each provided an update of recent ABAG activities.

7. Director's Update

Kate Miller, Executive Director

Reported that NVTA employees have returned to work effective June 1, 2020 except for employees with underlying health conditions or those who may have been exposed or are vulnerable to the coronavirus. NVTA has implemented all state mandated plans as well as provided all employees with personal protection equipment (i.e. hand sanitizers, alcohol and appropriate disinfectants) in order to meet the governors mandate for a safe office workspace. Staff is monitoring new cases in and around Napa, as well as, information from the county health officer and the State to determine if the office should remain open.

8. Caltrans' Update

Kelly Hirschberg, Caltrans, provided an update on the status of various projects located in the county.

9. CONSENT AGENDA ITEMS (9.1 - 9.5)

Motion **MOVED** by PEDROZA, **SECONDED** by JOSEPH to **APPROVE** adoption of Consent Items 9.4-9.5. Motion carried by the following roll call vote:

Aye: 22 - Garcia, Canning, Techel, Pedroza, Dohring, Joseph, Dorman, Ramos, Ellsworth, and Alessio

Absent: 2 - Dunbar, and Kraus

9.1 Approval of Meeting Minutes of May 20, 2020 (Karrie Sanderlin) (Pages 9-13)

Attachments: [Draft Meeting Minutes](#)

Board action approved the meeting minutes of May 20, 2020.

9.2 Approval of Resolution No. 20-08 Amending the Active Transportation Advisory Committee Bylaws (Diana Meehan) (Pages 14-21)

Attachments: [Staff Report](#)

Board action approved Resolution No. 20-08 amending the ATAC Bylaws.

9.3 Approval of (1) Resolution No. 20-09 Request to the Metropolitan Transportation Commission (MTC) for the Allocation of Fiscal Year (FY) 2020-21 Transportation Development Act Article 3 (TDA-3) Funds and (2) Resolution 20-10 Authorizing the Submittal of the Countywide Coordinated Claim to MTC for the Allocation of FY 2020-21 TDA-3 Pedestrian/Bicycle Project Funds to Claimants in Napa County (Diana Meehan) (Pages 22-30)

Attachments: [Staff Report](#)

Board action adopted Resolution Nos. 20-09 and 20-10 approving the TDA-3 FY 2020-21 Countywide Claim.

- 9.4 Approval of Resolution No. 20-11 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for Imola Avenue and State Route (SR) 29 Improvement Project (Antonio Onorato) (Pages 31-35)**

Attachments: [Staff Report](#)

Board action adopted Resolution No. 20-11 approving the Fiscal Year Low Carbon Transit Operations Program (LCTOP) project.

- 9.5 Citizens Advisory Committee (CAC) Member Appointments (Karrie Sanderlin) (Pages 36-38)**

Attachments: [Staff Report](#)

Board action approved the re-appointment of member Larry Kormann representing Low-Income Housing to the CAC.

10. REGULAR AGENDA ITEMS

- 10.1 Nomination, Discussion, and Election of Chair and Vice Chair for Fiscal Year (FY) 2020-21 (Karrie Sanderlin) (Pages 39-40)**

Attachments: [Staff Report](#)

The nominating committee comprised of Board members Canning, Dunbar, and Garcia recommended Alfredo Pedroza for Chair, and Liz Alessio for Vice Chair for FY 2020-21.

Motion MOVED by RAMOS, SECONDED by TECHEL to APPROVE electing Alfredo Pedroza as NVTA Chair and Liz Alessio as NVTA Vice Chair for FY 2020-21. Motion carried by the following roll call vote:

Aye: 22 - Garcia, Canning, Techel, Pedroza, Dohring, Joseph, Dorman, Ramos, Ellsworth, and Alessio

Absent: 2 - Dunbar, and Kraus

10.2 Draft Environmental Document for the Napa Valley Vine Trail Project - St. Helena to Calistoga Segment (Rebecca Schenck) (Pages 41-46)

Attachments: [Staff Report](#)

Board action released the Draft Initial Study/Mitigated Negative Declaration (IS/MDN) for the Napa Valley Vine Trail Project - St. Helena to Calistoga Segment for public review and comment.

[John Dunbar in attendance]

Motion MOVED by CANNING, SECONDED by ELLSWORTH to APPROVE releasing the Draft Initial Study / Mitigated Negative Declaration (IS/MND) for the Napa Valley Vine Trail Project – St. Helena to Calistoga Segment pending concurrence of State Historic Preservation Office (SHPO). It is anticipated that it will be released to the public and all affected agencies for a 30-day comment period on or about June 17th to July 20th, 2020. Motion carried by the following roll call vote:

Aye: 23 - Garcia, Canning, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, and Alessio

Absent: 1 - Kraus

10.3 Approval of (1) Resolution No. 20-12 Support for the Napa Valley Transportation Authority (NVTB) Nomination of Soscol Junction for the 2020 Local Partnership Program (LPP) Competitive Grant, (2) Resolution No. 20-13 Support for the Napa Valley Transportation Authority (NVTB) Nomination of Soscol Junction for the Solutions for Congested Corridor (SCC) Funding, and (3) Resolution No. 20-14 Support for the Napa Valley Transportation Authority (NVTB) Nomination of Vine Transit Maintenance Facility for the Local Partnership Program (LLP) Formulaic Funds (Danielle Schmitz) (Pages 47-63)

Attachments: [Staff Report](#)

Board action approved support for the NVTB nomination of Soscol Junction for the 2020 Competitive Local Partnership Program (LLP) and for the Solutions for Congested Corridor (SCC) Program and support for the NVTB nomination of the Vine Transit Maintenance Facility project for the Local Partnership Program (LLP) Formula Funds.

Public Comment was provided by Justin Hole, Napa resident.

Motion MOVED by JOSEPH, SECONDED by ALESSIO to APPROVE (1) Resolution No. 20-12 Support for the NVTB Nomination of Soscol Junction for the 2020 Competitive Local Partnership Program, (2) Resolution No. 20-13 Support for the NVTB Nomination of Soscol Junction for the Solutions for Congested Corridor Program, and (3) Resolution No 20-14 Support for NVTB Nomination of Vine Transit Maintenance Facility for Local Partnership Program Formulaic Funds. Motion carried by the following roll call vote:

Aye: 23 - Garcia, Canning, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, and Alessio

Absent: 1 - Kraus

10.4 Draft Napa Valley Community Based Transportation Plan (CBTP) (Danielle Schmitz) (Pages 64-170)

Attachments: [Staff Report](#)

Board action approved releasing the draft plan for public review and comment.

Motion MOVED by CANNING, SECONDED by ALESSIO to APPROVE releasing the Draft Napa Valley Community Based Transportation Plan for public comment and review. Motion carried by the following roll call vote:

Aye: 23 - Garcia, Canning, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, and Alessio

Absent: 1 - Kraus

10.5 Countywide Transportation Plan (CTP) - Advancing Mobility 2045: Performance Measures (Alberto Esqueda) (Pages 171-199)

Attachments: [Staff Report](#)

The Board received a presentation on the CTP baseline performance metrics.

Public Comment was provided by Patrick Band, Executive Director, Napa County Bicycle Coalition.

Motion MOVED by JOSEPH, SECONDED by GARCIA to APPROVE the baseline data for the Countywide Transportation Plan (CTP) - Advancing Mobility 2025 performance metrics. Motion carried by the following roll call vote:

Aye: 23 - Garcia, Canning, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, and Alessio

Absent: 1 - Kraus

10.6 Legislative and State Bill Matrix Update (Kate Miller) (Pages 200-213)

Attachments: [Staff Report](#)

Information Only / No Action Taken

The Board received the State Legislative update and State Bill Matrix prepared by Platinum Advisors.

11. FUTURE AGENDA ITEMS

None

12. ADJOURNMENT**12.1 Approval of Next Regular Meeting of Wednesday, July 15, 2020 and Adjournment**

The next regular meeting is scheduled for Wednesday, June 17, 2020 at 1:30 p.m.

Chair Pedroza adjourned the meeting at 3:30 p.m.

Karalyn E. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Approval of updates to NVTA Policy Manual

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve and authorized the executive director to make minor modification to the updated policies in the areas of Financial Management, Contracting and Procurement, Equal Employment Opportunity (EEO), and Personnel Policies.

EXECUTIVE SUMMARY

The Board last adopted an update to NVTA Policies, Practices, and Procedures Manual for Contracting and Procurement on April 18, 2018; Financial Management on February 19, 2019; EEO on July 20, 2016, and the Personnel Policies on October 17, 2018. Since that time, NVTA has undergone a Federal Transit Administration Triennial Review and a Caltrans Financial Systems Review. The proposed changes will align NVTA policies with current Federal and State requirements.

FISCAL IMPACT

None



June 15, 2020
NVRTA Agenda Item 9.2

Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

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
SUBJECT: Approval of Updates to NVRTA Policy Manual in the Areas of Financial Management, Contracting and Procurement, Equal Employment Opportunity, and Personnel

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve and authorize the executive director to make minor modifications to the updated policies in the areas of Financial Management, Contracting and Procurement, Equal Employment Opportunity (EEO), and Personnel Policies.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Recent reviews performed by the Federal Transit Administration (FTA), California Department of Transportation (Caltrans), and legal counsel provided feedback that several NVRTA policies did not align with current federal and state regulations. In addition, other elements of the manual are outdated. The reviewers pointed out that three policies: Financial Management, EEO, and Contracting and Procurement needed updates to conform to current regulations and procedures from FTA and Caltrans. In addition, recent changes to the organizational and benefit structure were the impetus for the Personnel Policy updates.

Below is a brief summary of each of the changes in each policy section:

Financial Management

- Revisions to outdated federal language
- Pension and OPEB Liabilities Policy: General policy statement for the monitoring and payments of Pension and OPEB unfunded liabilities

- ECHO Drawdowns: Per the 2019 FTA Triennial Review, updated NVTa procedures for ECHO fund drawdowns from the Federal Treasury
- Fixed Assets: Per 2019 FTA Triennial Review, revisions to physical inventory of assets to include documentation of reconciliation in the audited financial statements
- Cash Reserves: The new policy removes specific fund thresholds (\$500,000 in the General Fund and 25% of unrestricted funds for Transit Operations) into a combined unrestricted cash and equivalents of at least 25% in the current financial year operating budget - interfund loans and transfers are now allowed eliminating the need for specific fund targets

Equal Opportunity Employment

- 2018 Policy and Procedures replaces the policy adopted in 2016

Contracting and Procurement

- Per the 2019 FTA Triennial Review, the following elements have been incorporated into the policy:
 - Maintenance of contract oversight
 - Avoidance of unnecessary or duplicative items
 - Use of time and material contracts (or a statement that they are not allowed)
 - Procedures for contract dispute resolution
 - Sealed bid procedures
 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
 - Bonding requirements for construction or facility improvement contracts
 - Compliance with Buy America
 - Explanation how employees are to implement federal rules and regulations
 - Updated hyperlinks
 - Pre-qualification process compliance with Uniform Guidance
 - Protest procedures are updated to remove the right to appeal to FTA
 - Clarity regarding qualification-based procedures for A&E procurements and recipients follow the Brooks Act
 - Procedures to ensure that transit contractor follows federal procurement regulations when the contractor conducts procurements on behalf of NVTa
 - Per Caltrans Financial Management System review: Added Chapter 10 of the Local Assistance Procedures Manual

Personnel Policy

Chapter 7 Time Off and Leaves of Absence has been updated to reflect:

- All leave balances are accrued and received on a calendar basis
- Non-Management Fair Labor Standards Act (FLSA) exempt employees will receive 40 hours of non-accrual leave each calendar year.

ALTERNATIVES

The agency could keep the current policies intact. However, this would violate state and federal regulations and grant funds could be withheld until such changes are executed.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently. Updating policies will ensure the agency will be in compliance with state and federal regulations avoiding potential liability and additional costs for remediation.

ATTACHMENT

- (1) Financial Management Policy
- (2) Contract and Procurement Policy
- (3) Equal Employment Opportunity Program
- (4) Personnel Policy



CHAPTER 7: FINANCIAL MANAGEMENT

POLICIES, PRACTICES AND PROCEDURES MANUAL

The Napa Valley Transportation Authority (NVTA or the "Authority") will maintain sound financial practices in accordance with all federal, state and local laws and direct its financial resources towards meeting NVTA's long-term goals.

NVTA will cultivate and further develop programs to ensure its long-term ability to pay the costs necessary to provide the level and quality of service required by the public.

Board of Directors Approval Date: July 15, 2020

Amendment Approval Date:

Board Approved:



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7.1 FINANCIAL MANAGEMENT

7.1.1 RESPONSIBILITY AND AUTHORITY

This policy establishes the general responsibilities and authority of management and staff with regard to the financial operations of ~~the Authority~~ NVRTA.

NVRTA is subject to the rules and policies established by the Board of Directors to promote efficiency and uniformity. Within the boundaries established by the Board of Directors, ~~the Authority~~ NVRTA is responsible for managing its own operations. All staff are expected to fulfill the requirements of their positions and to conduct themselves with integrity and professionalism. Staff should also operate within the specific levels of authority that may be established for their positions.

The following define the general responsibilities of managers, supervisors and staff.

Executive Director (ED) The Executive Director has the responsibility and authority for the development, resourcing, implementation, review and continuous improvement of NVRTA. The Executive Director is accountable to the Board and the public for the performance of NVRTA and ensures that commitments are delivered. The Executive Director has the overall responsibility to ensure that an accountability process exists at NVRTA so that staff are held accountable for their performance.

Financial Officer or Equivalent The financial officer is responsible for managing financial operations, accounting, financial reporting, and audits. The financial officer plans, organizes and directs the finance department; provides assistance to the Executive Director; and performs other related work as required. The financial officer also:

- Maintains and enforces all financial policies and procedures, whether they are developed internally or prescribed by the ED or Board.
- Maintains the integrity of the accounting system and financial records.
- Assures the implementation of a system of financial internal controls.
- Develops the budget process.
- Assures that all funds collected are handled securely, properly recognized, deposited and accurately reported.
- Ensures operations are in compliance with GAAP and Government Accounting Standards Board (GASB) standards, and comply with all statutory and regulatory requirements for grant funding received.
- Monitors budget and actual expenditures to identify variances, determine their cause and implement measures to reduce or eliminate future variances.
- Prepares the financial statements including the quarterly unaudited financial statements.
- Monitors cash flow and projects future cash flow needs to assure ~~the Authority~~ NVRTA can meet its financial obligations.
- Serves as the primary point of contact in the event of an audit or review.



- Performs other financial duties that may be delegated.
- Files application(s) to receive and administer grant funding as required.
- Maintains inventory record of assets and inventory items.

Directors/Managers/Supervisors/Project Managers Managers and supervisors are responsible for ensuring that all financial operations and staff under their direction comply with the policies and procedures.

Staff Each staff member is responsible for observing ~~the Authority~~ NVTA's rules for ethical behavior and for complying with the policies and procedures.

Levels of Authority NVTA establishes a system of authorization to provide effective management control over its assets, liabilities, revenues and expenditures. Specific levels and scopes of authority are established where appropriate in areas such as procurement, contract approval, payment authorization, etc. The Signature Authorization form dictates the levels of authority for financially related matters. See the Procurements & Contract Administration section for further details.

7.1.2 INFORMATION SECURITY

The information security policy is to maintain the confidentiality and security of financial information and its transmission across data lines and the internet.

Security services are essential to maintain the integrity of financial operations. NVTA has entered into an agreement with the County of Napa that specifies the agreed-upon level of information security services provided, associated costs and payment for services.

7.1.3 FINANCIAL MANAGEMENT

This policy establishes uniform guidelines to monitor and control financial operations and account for its performance.

NVTA will employ sound business, financial and accounting practices to conduct its financial operations. The Authority is responsible for monitoring and controlling its financial operations and accounting publicly for its financial performance through:

- Adherence to the highest ethical standards.
- Developing short and long-range strategic financial plans.
- Use of generally accepted accounting principles.
- Institute a system of internal controls.
- Retain financial and accounting records for appropriate periods.
- The issuance of financial reports that account for the use of public funds.
- Maintain adherence to all applicable state and federal laws and requirements.



Financial Management Responsibilities NVTA is responsible for developing plans, obtaining resources for implementing the plans, monitoring its operations and accounting publicly for its performance. These plans include, but are not limited to the biennial budget, overall work program (OWP), the short range transit plan, the countywide transportation plan and other regulatory strategic plans.

NVTA is dedicated to providing an environment of openness and transparency. The Authority is responsible for evaluating its needs and providing relevant workload and cost data to establish funding priorities and compete for funds with federal, state, and local programs. It is also the responsibility of ~~the Authority~~ NVTA to develop a long-range strategic financial plan for the efficient and effective use of resources, technology and the incorporation of community needs and concerns.

Accounting System NVTA will use an efficient and organized accounting system that ensures the accurate reporting of all transactions. The Authority is responsible for assuring that transactions recorded by its accounting system are supported by documentation and evidential matter that can withstand internal or external financial audits.

The key elements of an efficient and organized accounting system include an:

- Efficient method of accumulating, recording and reporting all transactions.
- Effective assignment of authority and responsibility.
- Effective approach to segregation of duties.
- Efficient method of detecting errors and irregularities.

Financial transactions should be executed and accounted for in accordance with generally accepted accounting principles. The Authority complies with the standards and principles established by the GASB, administrative policies and procedures that apply to ~~the Authority~~ NVTA's financial management, and regulatory and statutory requirements guiding the administration of grant revenues and eligible expenditures.

Accounting Records The financial officer should document its financial activities and maintain sufficient accounting records to:

- Ensure that all transactions are properly and accurately recorded.
- Provide sufficient evidence and justification for all transactions.
- Maintain accountability for assets and resources.
- Document accountability of staff who execute and process financial transactions.
- Permit preparation of accurate, informative and reliable reports that conform to applicable criteria.
- Support management during reviews and audits.

A detailed discussion of record retention procedures is provided in the *Record Retention* section for further information.



Financial Reporting NVTA is obligated to account for its use of public funds. To satisfy this obligation, ~~the Authority~~ NVTA prepares and issues periodic financial statements. The GASB Concepts Statement 1 defines the objectives of financial reporting as follows:

- Should assist in fulfilling the government's duty to be publicly accountable and should enable users to assess that accountability.
- Should assist users in evaluating the operational results of the governmental entity for the year.
- Should assist users in assessing the level of services that can be provided by the governmental entity and its ability to meet its obligations as they become due.

The primary use of financial reports is to assess accountability in its use of public funds. According to GASB Concepts Statement 1 financial reports accomplish this by:

- Comparing actual financial results with the legally adopted budget.
- Assessing financial condition and results of operations.
- Assisting in determining compliance with finance-related laws, rules and regulations.
- Assisting in evaluating efficiency and effectiveness.

NVTA acknowledges that reports need to be transparent and understandable to communicate information adequately to the public, elected officials, funding agencies and creditors. To effectively communicate information, NVTA will publish information in the following forms on its website and written formats as required:

- Publish the biennial budget
- Publish GASB-required audited financial statements.
- Publish an annual report listing the accomplishments and audited financial information
- Present quarterly financial updates to the Board, including any adjustments to the annual budget necessary to carry out the NVTA's mission
- Publish an Overall Work Program which allocates staff members to the tasks and projects scheduled for the upcoming financial year.

The Financial department's internal financial reporting functions include, but are not limited to, preparation of the following reports:

- Quarterly financial statement reports comparing actual revenues and expenditures to budget items.
- Quarterly cash flow reports to analyze the current position and project future needs.
- Monthly or quarterly reimbursement claims for grants and other state or federal programs.

GAAP, GASB and other government and public entity standards are applied to prepare financial and other required reports. Exceptions should be disclosed in the form of qualifications or footnotes to the financial statements or reports.



7.1.4 INTERNAL CONTROLS

NVTA's policy is to maintain effective internal control systems as an integral part of its management practices. NVTA continuously monitors and evaluates internal control systems for the purpose of strengthening existing operational, administrative and accounting controls. The objective of an internal control system is to minimize financial risks and provide reasonable assurance that assets are properly safeguarded.

Purpose of Internal Controls As a public sector institution, NVTA must maintain the highest standard of ethics and integrity to inspire confidence and trust. Moreover, some operations include handling large sums of money routinely. The risks associated with such operations are apparent and NVTA must protect its assets from potential acts of impropriety and its reputation from negative public perceptions.

An effective system of internal controls minimizes ~~the Authority~~NVTA's exposure to risks and negative perceptions. A properly designed, implemented and continuously monitored system of internal controls protects ~~the Authority~~NVTA's assets and resources by reducing or eliminating opportunities to commit and conceal errors or fraudulent acts.

Key Elements of an Effective System of Internal Controls A system of effective internal controls must be an integral part of Authority management practices. It covers all aspects of ~~the Authority~~NVTA's operations from the overall planning of the organization to the implementation of specific operating and administrative procedures.

The components of an effective system of internal controls include, but are not limited to, the following:

- Appropriate segregation of duties (checks and balances)
- Comprehensive policies and procedures
- Competent personnel
- Continuous monitoring and supervision
- Controlled access to assets
- Proper authorization and documentation
- Sufficient review
- Leave coverage

Appropriate Segregation of Duties NVTA has an established organization structure that provides for an appropriate segregation of duties that safeguards assets. Segregation of duties is based on the concept that no one individual controls all phases of an activity or transaction. Segregation of duties provides for a built-in system of checks and balances that is designed to catch and correct errors as soon as they are detected. Another important objective is to eliminate or minimize opportunities to conceal errors and irregularities.



Whenever possible, key duties and functions are assigned to separate staff to minimize the risk of impropriety and establish a system of checks and balances. If segregation of duties cannot be achieved due to staffing limitations, Authority management must apply alternate control methods to mitigate the risks.

Supervision Management should provide appropriate supervision of Authority staff to assure that approved procedures are followed. NVRTA should ensure that all staff apply due care and diligence in the daily performance of their duties.

Controlled Access to Assets NVRTA should limit access to its assets to authorized personnel who require these assets to perform their assigned duties. Access includes both direct physical access and indirect access such as preparing and processing documents authorizing transactions that impact resources.

Proper Authorization and Documentation NVRTA has established a system of authorization to provide effective management control over its assets, liabilities, revenues and expenditures. The specific levels and scope of authority of executives, directors, managers, supervisors and staff, along with assigned dollar limits are established and documented and provided to applicable staff, County of Napa and relevant parties for reference on a no less than annual basis.

When processing transactions, evidence of authorization should be maintained in the accounting files to document that:

- Proper authorizations are obtained and issued by staff acting within the scope of their authority.
- Transactions conform to the terms of the authorizations.

Sufficient Internal Review NVRTA has establish an effective system of internal review to ensure that all financial transactions are properly and accurately recorded and reported.

Minimum Internal Control Standards This section provides minimum internal control standards to (1) define its organizational boundaries, (2) monitor and control its financial operations and (3) maintain accountability for its resources. The Authority will continuously assess its system of internal controls against these minimum standards. Areas of weakness must be corrected or, if impractical or cost prohibitive, be properly documented and reported.

Bank Accounts To establish the conditions and operational controls under which ~~the~~ ~~Authority~~ NVRTA may maintain funds outside the County of Napa ~~T~~reasury. NVRTA will:

- Obtain Executive Director's approval before opening or closing any bank account. Authority requests to open or close any bank account must be signed by the Executive Director and Financial Officer.
- Assure that ~~banking~~ relationships do not create any actual or perceived conflict of interest with the Board of Directors, managers or officers.
- Keep detailed records for all money received.



- Provide for the safety and security of staff, employees and funds when making bank deposits.
- Endorse all checks, warrants, money orders, and other negotiable instruments immediately upon receipt.
- Make all disbursements by check, credit card or electronic transfer, except for petty cash disbursements.
- Record all checks issued in a check register (this function is managed by the County of Napa).
- Keep all check stock under locked control.
- Reconcile all bank accounts not administered by the County of Napa at the end of the financial year.
- The annual bank balance and financial accounting cash balance information will be completed for all bank accounts locally operated and reconciled as of June 30.
- Require all withdrawals accompany two (2) signatures- the Executive Director and the Financial Officer.

Accounting Processes In order to minimize overpayments and ensure payments adhere to the content of a contract, NVT will:

- Employ a system that assigns a unique contract number to track the status of each contract, purchase order, work order or agreement.
- Maintain records on payments associated with each contract.
- Seek payment approval from project manager, financial officer and Executive Director.

Accounts Payable To process and pay vendor invoices and claims in a timely according to the terms and conditions of the purchase agreements and contracts. All invoices and claims must be supported by appropriate documentation and approved for payment by authorized staff.

NVT staff should:

- Direct all vendors to submit invoices to accounts payable for processing. Electronic invoices should be sent to ap@nvt.ca.gov.
- Date stamp all invoices upon receipt by Accounts Payable.
- Require that individuals and firms submitting claims within a reasonable period after services are rendered.
- Establish the dollar limits and the scope of authority of staff authorized to approve invoice payment.
- Perform a match of the purchase agreement, invoice and proof of receipt and acceptance of goods or services prior to payment if a purchase order was issued.
- Require that authorized staff review each invoice for appropriateness, accuracy and reasonableness. Invoices should be initialed by the program manager.



7.1.5 WIRE TRANSFERS

This policy provides guidance for outgoing or incoming wire transfers, electronic funds transfers (EFT), automated clearing house (ACH) or ECHO drawdowns. [See 7.4.5 for ECHO Drawdown procedures.](#)

Wire Payments

Initiating the Wire The department creates and prints a journal entry in the enterprise resource planning software. Attach a wire transfer authorization form and supporting documentation (usually an original receipt or vendor's invoice). The payee on the voucher should match the account title on the wire transfer authorization form.

Once voucher and supporting paperwork is complete, the department obtains appropriate signatory approval from the authorized signer. By approving the wire, the signor is authorizing the transaction and attesting that the transaction and supporting documentation is appropriate. Wire payments are subject to the same approval process as other payments.

Accounting Office Review The Auditor-Controllers Office (ACO) reviews and approves the wire transfer authorization form and the journal. The document is then taken by staff to the Treasury for processing. After approving the availability of funds, the Treasurer's Office sends the journal entry for payment. **Electronic Funds Transfer (EFT)** Electronic funds transfers (EFT) are defined as a transmission of an electronic message to a financial institution instructing it to make an electronic entry reflecting the transfer of ownership of funds from one depositor to another.

Automated Clearing House (ACH). An ACH debit is an electronic transfer of funds directly out of the remitter's bank account which is originated by an outside entity.

The use of the ACH network to initiate payments and to receive funds has become a common business practice. It has also become common for some governments and businesses to require that certain payments be remitted to them electronically.

NVRTA may be required to make certain payments by receiving an ACH debit. In addition there may be certain payment applications which, by nature and under the proper control environment, could be processed more timely and efficiently through the receipt of an ACH debit, without sacrificing audit trail and internal controls otherwise available with warrant, check or ACH credit payment processing.

General ACH Rules and Procedures. The receipt of ACH debits to accounts is permissible in the following conditions:

- Where required by federal or state law or associated regulations, or where required by an entity for payment of necessary goods or services.
- Where the County of Napa Treasurer have authorized the receipt of ACH debits after determining that it is in the best interest of NVTA.



Prior to implementing ACH debits, NVRTA must notify the Treasurer. The Treasurer will request information on the frequency, timing, volume of transactions and other information as deemed appropriate. This information will assist in determining whether the application is appropriate for receiving ACH debits, and if so, what payment controls and procedures will be utilized.

ECHO Drawdown policy

Cash Management Requirements. All eligible FTA grantee organizations or sponsors paid by the requisition method of payment may now apply to be converted to US Treasury's Automated Clearing House (ACH) method of payment, regardless of the money amount involved. ACH electronically sends payment to a payee's bank for deposit to their bank account.

Guidelines for Disbursements Disbursement guidelines are in accordance with policies established in U.S. Department of Treasury Circular 1075, Part 205, "Withdrawal of Cash From The Treasury for Advances Under Federal Grant and Other Programs," and by FTA financing agreements. These guidelines state that the recipient organization should commit itself to:

- Initiating cash drawdowns for immediate disbursement needs. This has been defined as three calendar days. Excess federal funds held more than three days must be returned to FTA along with any interest earned.
- Providing control and accountability for all project funds consistent with FTA requirements and procedures for use of the ECHO-Web System.
- Furnishing reports of cash disbursements and balances, when required by means of the Financial Status Report for FTA and the Federal Cash Transaction Report.

The Federal Transit Administration Agreement (Form FTA II (A)), Part II or II Terms and Conditions, dated December 1992, Section 107.a and b. (1), describes the process for requesting payment and the requirement for payment processing under the ECHO System.

7.1.6 BUDGET DEVELOPMENT

The Authority is responsible for developing and managing its budgets so that its resources are utilized efficiently and effectively, in a manner that inspires public confidence. This policy presents uniform guidelines to use in developing and managing its biennial budget cycle. It is the policy of ~~the Authority~~ NVRTA to comply with applicable legislation and follow the procedures adopted by the Board of Directors for budget development and management.

NVRTA collects fare revenues, receives annual allocations from the Metropolitan Transportation Commission, the State of California, the Federal government, and other



entities. ~~The Authority~~ NVTA operates on a financial year beginning July 1 and ends June 30 of the year thereafter.

Sources of Authority Funding NVTA receives federal, state, regional, and locally generated funding for specific purposes and Authority may also receive revenues from private contributions. Funding received is deposited into the Governmental, Proprietary, or Fiduciary Funds.

Authority Funds Each year, MTC releases a TDA and STA fund estimate to NVTA for the operations of ~~the Authority~~ NVTA. Money disbursed for operations is deposited into one of ~~the Authority~~ NVTA's funds.

The Governmental Fund is used for administration, transportation planning, coordination of transportation and land use in the region, and programming of regional funding activities.

The Proprietary Fund is used for transit services and capital projects.

Authority Budget Cycle and Timelines There are two major phases of the biennial budget cycle – *development* and *implementation*. The development phase includes evaluation of available revenues, current year activities and performance and planning for future year financial requirements.

The Board also receives quarterly updates that make periodic revenue and expense adjustments to the budget.

Budget Development Process The Board of Directors is responsible for adopting the biennial budget and approving any amendments to that budget. The Board of Directors has delegated the responsibility for adopting budgeting policies and procedures and the annual schedule of budget development to the Executive Director. The Authority budget development process, which ends with the Board of Director's approval becomes effective at the beginning of the financial year (July 1), is described in the following table.

Authority Budget Development Process and Timeline

Activity Purpose Prepared/Issued By When

Activity	Purpose	Prepared/ Issued By	When
Gather information on financial sources of funds	Biennial Budget cycle commencement	Finance	December/January
Develop biennial budgets	Input and review initial budget recommendations	Finance	January-March
Budget Committee meeting	Review budgets with Board Chair and Vice	Finance, Board of Directors	February or March



	Chair and have questions answered		
1st reading and comment period	To ensure that the proposed budgets settles all outstanding questions posed by Board and other stakeholders.	Finance	March or April
2 nd reading, finalize budget	Complete budget input process	Finance	May
Budget approval	Formalize financial years budgets	Board of Directors	May Board of Directors meeting
Input budgets into ERP software	For reporting purposes	Finance	June

Budget Execution Once plans, resources and controls are in place ~~the Authority~~ NVTA executes its operating plan, thereby incurring operating expenses and receiving revenues. As part of this process, encumbrances are established to account for contracts and purchase orders.

7.1.7 BUDGET MONITORING AND REPORTING

This policy establishes uniform guidelines to monitor and control its biennial budget and helps ensure responsible management of available resources. NVTA will manage its operations in a financially prudent manner. Expenditures may not exceed the amounts established in ~~the Authority~~ NVTA's approved budget.

The Authority will monitor actual expenditures against its quarterly and annual budget. Cash flow also will be monitored to assure that NVTA has sufficient funding to meet its obligations. On a quarterly basis, ~~the Authority~~ NVTA should submit a report of revenues and expenditures.

Background and Monitoring. After the biennial budget has been approved by the Board of Directors and funds programmed, NVTA must operate within the limitations of the available funding. The Authority must establish budgetary control procedures to monitor its budget on an ongoing basis throughout the year to assure that actual expenditures do not exceed budgeted amounts.

Regular budget monitoring allows ~~the Authority~~ NVTA to: 1) assure that funds are available for operations, and 2) reallocate limited resources in the event of budget shortfalls or surpluses. Monitoring both expenditure and cash flow allows ~~the Authority~~ NVTA to exercise an appropriate level of control over available funds and to take corrective action as necessary.



It is NVT's responsibility to monitor its budget on a regular basis. It is recommended that ~~the Authority~~NVT prepare and review a comparison of actual expenditures with the approved budget that provides the following information for each program and budget line item of expenditure:

- Actual expenditures incurred for the previous quarter.
- Expenditures incurred for the financial quarter-to-date and year-to-date compared with their respective budgets for the same time frame.
- The variance between month-to-date actual and budgeted expenditures.

In addition, ~~the Authority~~NVT should analyze its cash flow needs for the current month and project its cash flow for the remainder of the financial year.

Informal expenditure to budget comparisons and cash flow monitoring reports should be prepared and reviewed as soon as is practicable after closing information becomes available each month.

Commented [A01]: This section is not necessary

Overall Work Program Once the Board has adopted a budget, staff will prepare the Overall Work Program (OWP) that expands on the tasks and projects that each division will undertake during the financial year. The OWP will allocate staff and other resources to each task and project.

Quarterly Financial Statements The Authority should submit quarterly financial statements that provide the following information:

- Actual expenditures incurred during the previous quarter.
- Cumulative expenditures for the financial quarter-to-date and year-to-date.
- The variance between actual and budgeted expenditures for the quarter.
- The remaining budgeted balance for each object of expenditure.
- Budget transfers among expenditures. (These adjustments should net to zero).
- Budget revisions reflecting changes to NVT's available budget, such as additional allocations or receipt of new grants.

In addition, monthly monitoring reports are to be provided to the Executive Director and management staff to ensure adherence to budgeted expenditures.

Budget Revisions During the financial year, ~~the Authority~~NVT may receive additional or amended allocations from Federal, State, MTC, or regional entities and receive revenues above those originally budgeted, or receive new grants from other governments or private sources.

NVT may revise the budget and report the budget revisions the Board of Directors for formal approval. Budget revisions are reported and reflect an overall increase or decrease to ~~the Authority~~NVT's approved budget.



NVTA will conduct regular reviews of actual expenditures versus budgeted amounts and project expenditures to assure that the remaining budget is sufficient to cover anticipated expenditures for the balance of the financial year. If a budget shortfall is anticipated, appropriate actions should be taken to assure that operations are not adversely affected.

NVTA will document all budget revisions to account for variances in projected versus actual expenditures, and include this information as part of the quarterly update to the Board of Directors, or more frequently if necessary to carry out the mission of ~~the Authority~~ NVTA.

Budget Transfers It is the intent of this manual to provide ~~the Authority~~ NVTA with the flexibility in transferring funds between individual programs and objects of expenditure where the transfers are necessary for the efficient and cost-effective operation of ~~the Authority~~ NVTA, or to make technical corrections.

Budget Adjustment Proposals (BAP) Local Transportation Funds (LTF) is the primary funding source for the planning operations. LTF and FTA grants are the primary funding source for ~~the Authority~~ NVTA's transit operations. However, in the event there are non-discretionary costs that are imposed upon ~~the Authority~~ NVTA as a result of legislative or other changes to operations and programs that are not funded by the LTF funding adjustment, NVTA is permitted to request additional funding through the annual budget process to address operational changes. These changes include unanticipated grant revenues and related operating or capital expenditures, unanticipated expenses necessary to carry out the mission costs associated with meeting legislative mandates and emergencies.

7.1.8 ACCOUNTING PRINCIPLES

This policy establishes uniform guidelines and accounting principles for ~~the Authority~~ NVTA to follow when gathering, summarizing and reporting accounting information associated with its financial operations.

NVTA should comply with the basic principles of accounting and reporting that are applicable to government units. Financial transactions should be executed and accounted for in conformity with generally accepted accounting principles (GAAP) and legal requirements.

Generally Accepted Accounting Principles (GAAP) To meet the needs of internal and external users financial information, state and local governments have adopted Generally Accepted Accounting Principles (GAAP).

GAAP are uniform *minimum* standards and guidelines for financial accounting and reporting. They govern the form and content of an organization's financial statements. GAAP encompass the conventions, rules and procedures necessary to define accepted



accounting practices at a particular time. They include not only broad guidelines of general application, but also detailed practices and procedures.

Governmental Accounting Standards Board (GASB) The primary authoritative body for setting standards for the public sector governments is the Governmental Accounting Standards Board (GASB).

Application of GAAP NVT shall use an accounting system that conforms to GAAP to assure uniformity in financial reporting and to provide a reasonable degree of comparability between ~~the Authority~~NVT and other local government financial reports.

The accounting system implemented must both:

- a. Present fairly and fully disclose the financial positions and results of operating funds in conformity with GAAP.
- b. Determine and demonstrate compliance with all legal requirements and contractual provisions.

Basis of Accounting The Authority should use either *Accrual* or *Modified Accrual* basis of accounting to measure its financial position and the results of operations associated with the *Governmental, Proprietary, or Fiduciary* funds.

The Authority should recognize revenues when they become both measurable and available to finance expenditures of the current period. Expenditures should be recognized in the accounting period during which goods are received or services are rendered.

Governmental funds should be the primary fund type ~~the Authority~~NVT uses to account for its resources. The number and types of funds established should be based upon how resources will be spent and the need to segregate and account for funds used for different purposes.

NVT may establish several funds. Each fund should have separate general ledger accounts to account for designated assets, liabilities, and other balances. [Section 1300, GASB Codification states that a government unit should keep the least number of funds possible to satisfy its particular circumstances.]

The Authority should use the *Governmental* (Planning Fund, Special Revenue Funds), *Proprietary* and *Fiduciary* (Authority and Trust funds) types of funds to account for its financial activities. *Fund Accounting*, provides more details on Authority funds.



7.1.9 FUND ACCOUNTING

This policy establishes uniform guidelines to establish “funds” and maintains accountability over the public resources used to finance its operations. As a publicly funded entity, ~~the Authority~~ NVTA must ensure that the funds allocated are used efficiently. The Authority should establish and maintain separate funds to segregate its financial resources and allow for the detailed accounting and accurate reporting of its financial operations.

Funds and Fund Types A “fund” is a complete set of accounting records designed to segregate various financial resources and maintain separate accountability for resources designated for specific uses. The establishment of discrete funds is beneficial in ensuring that public monies are only spent for approved and legitimate purposes.

State and local governments can establish as many funds as required to operate efficiently and account for resources accurately. However, all funds used must be classified into one of the seven types shown in the table that appears on the following page.

Classification of Fund Types Available to Government Agencies

Classification	Fund Type	Purpose	Commonly Used by NVTA?
Governmental Funds	General fund	To account for all financial resources except those required to be accounted for in a separate fund.	Yes, to account for all funds received by the Authority NVTA except those that must be accounted for separately.
	Special revenue fund	To account for certain revenue sources “earmarked” for specific purposes.	Yes, to account for federal, state, local and private grants.
	Debt service fund	To account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.	No
	Capital projects fund	To account for financial resources used in the acquisition or construction of major capital facilities, other than those financed by proprietary funds and trust funds.	No
Proprietary Funds	Enterprise fund	To account for operations that are financed and operated in a manner similar to private business enterprises.	Yes
	Internal service fund	To account for the financing of goods or services provided by one department or Authority to other departments or agencies of the governmental unit, or to other governmental units on a cost - reimbursement basis.	No
Fiduciary Funds	Trust or Authority fund	To account for resources received by one government unit on behalf of a secondary governmental or other unit.	Yes, to account for fines, fees, etc. collected by the



			AuthorityNVRTA on behalf of others.
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Planning Fund – Local Transportation Fund The Local Transportation Fund is used to account for the financial activities associated with the money appropriated by the State of California and allocated to ~~the Authority~~NVRTA.

The Planning Fund is a fund type under the General Funds classification and treated as a general fund type under the Governmental Funds classification.

The Executive Director or designee should authorize and direct expenditures from the Local Transportation Fund. The LTF along with all other applicable funds should be used to report the financial activities in the Quarterly Financial Statements.

Special Revenue Funds NVRTA operations may include activities that are funded by federal, state, local governmental or private grants. Most grants specifically define the purposes for which grant funds may be used. In many cases, the grants are reimbursement type agreements that require ~~the Authority~~NVRTA to document its costs to receive payment. These are generally defined as expense-driven grants.

NVRTA should establish and maintain Special Revenue Funds to specifically account for revenues and expenditures related to grant activities.

Revenues and expenditures under these funds should not be commingled with the Operation Funds. However, grants and other revenues and expenditures in the Operations Fund may have a separate accounting designation for tracking purposes. Financial systems operated by ~~the Authority~~NVRTA must be capable of establishing and maintaining Special Revenue Funds to specifically account for revenues and expenditures related to grant activities.

The Special Revenue Funds should be reported with the Local Transportation Fund in the Monthly Financial Statements information provided to the state.

7.1.10 REVENUE AND EXPENDITURES

This policy is to establish uniform accounting guidelines for ~~the Authority~~NVRTA to record revenues and expenditures associated with operations.

NVRTA will account for its resources using either accrual basis or modified accrual basis of accounting. Revenues should be recognized in the current period to the extent that they are measurable and available to liquidate current liabilities. Expenditures should be recognized in the accounting period during which goods are received or services are rendered.



Measurement of Resources and Basis of Accounting The majority of ~~the Authority~~NVRTA's financial activities are accounted for in the "Local Transportation Fund", which is essentially a general fund. Additionally, ~~the Authority~~NVRTA receives grants from federal, state and local governments as well as from the private sector. The following sections describe how resources should be measured under these funds and what basis of accounting should be applied.

Measurement of Resources Governmental funds (such as the Local Transportation Funds) are designed to measure the "flow of financial resources". The objective is to determine whether more or fewer resources will be available for spending in the near future as a result of current transactions. Increases in resources available for spending in the current period are treated as **revenues**. Decreases in resources are treated as **expenditures**.

Basis of Accounting A fund's basis of accounting determines when a transaction is recognized as revenue or expenditure. The basis of accounting for the Local Transportation Fund and other revenue funds is the **Accrual Basis** of accounting.

Revenue Recognition Under Modified Accrual accounting, revenues are recognized when they are "susceptible to accrual". GASB Codification Section 1600.06 explains that revenues are susceptible to accrual when they are both measurable and available. It is not enough that revenue has been earned (measurable). The related cash flow must be available in the current period or soon enough thereafter to be used to pay liabilities of the current period.

Since ~~the Authority~~NVRTA derives most of its revenues from state funding and grant reimbursements, these revenues are susceptible to accrual. All Authority revenues are measurable and available (within a reasonable amount of time) to pay for current liabilities and therefore, should be recognized during the current period.

Expenditure Recognition Expenditures should be recognized in the accounting period during which goods are received or services are rendered.

Most purchases or contract commitments are short-term and should be recognized during the current financial year, if goods are received or services are rendered. Expenditures associated with long-term contracts covering more than one year may also be recognized during the current financial year. If goods are not received or services are not rendered, expenditures may be recorded in the subsequent period.

General Revenue Recognition Since ~~the Authority~~NVRTA derives most of its revenues from state funding and expenditure-driven grants, virtually all revenues can be accurately measured and expected to be available within a reasonable amount of time to pay for current liabilities. Therefore:

- NVTA should recognize revenues during the current financial year when they are both measurable and available.



- The Authority should apply the concept of “earnings” to define measurability (i.e. ~~the Authority~~NVT is entitled to the funded amounts, ~~the Authority~~NVT has rendered the services required by the grants, or revenues have been earned).

General Expenditure Recognition Liabilities should be recognized in the accounting period during which goods are received or services are rendered:

- The Authority should recognize expenditures as payments are made to vendor(s).
- The Authority should disencumber (reduce) the operating fund as the reserve of funds is reduced or liquidated.

Year-End Revenue Accrual Even though financial reporting must be on the modified accrual basis, daily accounting may be on a cash basis. Under such circumstances, accrual basis for financial statement purposes is achieved by adjusting the accounts at the close of each year. The Authority financial year ends on June 30th. The Authority should perform year-end accruals as follows:

Prior to June 30th, ~~the Authority~~NVT should:

- Review all revenue accounts related to entitlements and accrue revenues (such as the thirteen installment of state funding) that may not have been received from the state, but which are measurable and available.
- Review all revenue accounts related to expense driven grants and accrue revenues that may not have been billed to date.
- All accruals need to be reversed during the first month of the new financial year.

Year-End Expenditure Accrual. Similar to revenues, expenditures must be reported on the modified accrual basis for financial reporting purposes. The daily accounting basis may be on a cash basis. The accrual basis is achieved by adjusting accounts at year-end. The Authority should perform year-end accruals as follows:

- The Authority should review all open purchase orders, contracts and the related encumbrances in an effort to accrue expenditures during the current financial year, disencumber funds and liquidate the associated liability to the extent possible.
- All contracts straddling two financial years should be reviewed for the express purpose of recognizing expenditures in the current period if it is determined that the services were rendered or goods were received in the current year. The balance of the contracts should be closed in the current year and reopened in the new financial year along with the appropriate encumbrances.
- All open purchase commitments for which goods and services have been delivered or rendered, but not paid, should be accrued as current year expenditures. This also applies to grant funding.



7.1.11 GENERAL LEDGER

NVTA will maintain separate and identifiable general ledgers for the purpose of recording and reporting its financial activities.

Separate general ledgers should be maintained for each type of fund used by ~~the Authority~~ NVTA. For example, separate general ledgers will be maintained for each of the following:

- Governmental Fund to record all general Authority operations not associated with other fund types.
- Proprietary Fund to record all federal, state, local government or private grants provided to ~~the Authority~~ NVTA for transit services.
- Fiduciary Fund to record all financial activities performed on behalf of other government entities for the region.

The general ledgers should be supported by appropriate sub-ledgers that provide adequate and sufficient details of all summary entries. Entries into the general ledgers flow from the sub-ledgers (such as accounts payable) or other journals.

The general ledgers should consist of general ledger accounts designed to identify and segregate different types of transactions in logical groups such as assets, liabilities, equity or fund balances, revenues and expenditures. The Authority should document these general ledger accounts in its chart of accounts. NVTA adopts the County of Napa's chart of accounts. NVTA will use an appropriate number of accounts to make sound financial decisions.

The general ledgers should be balanced on a regular basis using trial balance reports to verify that the sum of debit and credit entries during the period is equal.

When necessary, adjusting journal entries should be prepared to adjust the accounts. All adjusting entries should be adequately documented and should require appropriate written management approval.

All nominal and budgetary accounts should be closed at the end of the financial year, as the balance sheet accounts remain open and should be carried forward to the new financial year. After closing entries are made, only balance sheet accounts should have balances.



7.1.12 ENCUMBERANCES

Purchase commitments should be encumbered to ensure that adequate funds are available to pay invoiced amounts. Purchases include purchase orders, contracts and other financial obligations that are associated with a contract. As purchase orders or contracts are issued, they are forwarded to the Auditor-Controller's Office so that encumbrance amounts may be posted. This encumbrance reduces ~~the Authority~~ NVT's balance of available funds.

With each payment against a purchase order or contract, an equal amount of encumbrance is reversed. The reversal is posted to the purchase order or contract. At the end of the contract period, any remaining encumbrance balance is reversed by the final payment, or by a reversal entry.

Ongoing Contracts Purchase orders and contracts should be encumbered to cover the maximum expenditures that may occur during the current financial year. At the beginning of the next financial year, the remaining obligation should be encumbered.

Change Orders. Periodically, changes or amendments to existing purchase orders or contracts are processed. Encumbrances are adjusted accordingly, to reflect the increases or decreases in the purchase orders or contracts.

Encumbrances at Financial Year End Encumbrances as of a financial year end may be carried forward to the new financial year.

Canceling an Encumbrance An encumbrance may be canceled by expiration or by cancellation of the purchase order or contract. When this occurs, the unencumbered funds are available for other expenditures or encumbrances.

7.1.13 ACCOUNTS PAYABLE

The implementation of these procedures will establish effective accounting control over assets (cash), liabilities (accounts payable) and expenditures. Prompt payment of claims supported by appropriate documentation will foster good business relationships with the individuals and businesses that provide essential services.

NVT will pay the claims of the individuals and businesses that provide goods and services in a timely fashion, according to the rules and limitations established. All claims must be supported by appropriate documentation. All payments are subject to review by the Financial Officer, Executive Director and employee(s) who are authorized to approve such payments.



7.1.14 VENDOR INVOICE PROCESSING

All vendors, suppliers, consultants and contractor invoices will be routed to accounts payable for processing. The Accounts Payable staff should process the invoices in a timely fashion and in accordance with the terms and conditions of the purchase agreements. All invoices must be matched to the proper supporting documentation and must be approved for payment by authorized personnel acting within the scope of their authority.

Vendor Records Before a vendor's invoice can be paid, the accounts payable department must establish a vendor file that includes at least the following information:

- The vendor's name, address, and telephone number.
- Name and address of vendor representative to whom payments are to be sent if different from the above.
- Name, title and telephone number of contact in case of an incomplete or incorrect invoice.
- Description of goods provided or services performed.
- Taxpayer identification number.

No invoice should be processed for payment without a vendor tax identification number.

In compliance with Internal Revenue Service rules and regulations, ~~the Authority~~NVTA should ensure that a Form 1099 MISC is issued to all non-staff who meet the criteria for independent contractors established by the IRS. In general, ~~the Authority~~NVTA must report, but we do gather and provide W-9 and other information for payments that meet the following four conditions:

- Payment is made to someone who is not an employee.
- Payment is made for services in the course of trade or business (including government agencies and nonprofit organizations).
- Payment is made to an individual, partnership, estate, or in some cases, a corporation.
- Payments made total at least \$600 during the year.
- Payment for professional services such as fees to attorneys, accountants, and architects require the issuance of a Form 1099 MISC. Forms must be issued to each qualifying independent contractor by January 31 of each year and a copy must be sent to the IRS by February 28 of each year.

Routing of Vendor Invoices.

The Executive Director or designee must approve all invoices for payment. Invoices must also be approved by project managers.



Routing of Related Documents As they are generated, other pertinent documents must also be routed to accounts payable department. Original copies of purchase orders, blanket purchase order releases, contracts, order forms, approved requisitions, purchase card ordering logs, receipts, packing slips, and all other appropriate documentation related to the acquisition of goods and services for related business must be provided to accounts payable.

The accounts payable department will maintain these documents in a central file to be matched against the related vendor invoices and claims.

This information may also be maintained in electronic form and accessible through an on-line purchasing system. The accounts payable staff may utilize on-line information to process invoices.

Preparing Invoices for Processing ~~Upon receiving the vendor invoices, accounts payable will immediately stamp the documents with the current date. Invoices will be sorted by their payment due dates and maintained in a special file for processing.~~

Review for Accuracy of Invoice Calculations and price extensions shown on the invoices should be reviewed to ensure their accuracy. Vendor name, address, billing address, vendor number, federal ID number and all other pertinent information should be reviewed against the information set up in the vendor master file. All discrepancies should be reported to the employee who authorized the transaction.

Accounts Payable personnel must report discrepancies to the Financial Officer and secure appropriate approval prior to correcting any information.

Problem Resolution Discrepancies between vendor invoices and Authority purchase orders or contracts may arise due to:

- Vendor invoicing errors.
- Vendor invoice format that does not allow accounts payable to make a match between the invoice and the purchase authorization.
- Data entry errors made at the time the purchase information was entered into the purchasing system.
- Changes in the purchase information approved but not documented in the system or not reflected by a change order.

When discrepancies are detected, an invoice will not be processed for payment. The accounts payable employee should report the errors to the requestor of the goods and services. Problems that cannot be quickly corrected should be referred to Financial manager for resolution.

Invoice Error Not all errors and discrepancies will require ~~the Authority~~ NVT staff to engage in problem resolution activities. Some errors may be immaterial and inconsequential to the agreement. The Authority may allow vendor invoices with these types of discrepancies to be processed without requiring extra processing steps for error correction.



Account Coding It is important that all expenditures are recorded in the appropriate accounts. The accounts payable department will be responsible for assigning account codes for transactions that do not require encumbrances (e.g., purchase card transactions, warrant requests). If there is any question regarding the assignment of an account code, AP will contact the person who initiated the purchase to confirm that the correct account is being charged.

Invoice Batching AP will batch groups of invoices together for approval and for warrant processing. Each batch of approved invoices entered for payment will have a cover sheet that provides a batch number, a summary list of the invoices included, the total number of invoices and amounts and a batch total showing the total dollar amount of all the invoices submitted. The batch cover sheet is called an AP OPERID. Batches should contain only invoices that have been properly approved and that are accompanied by information documenting purchase authorization and receipt. The batched invoices will be submitted to the designated employee(s) Financial for review and an approval signature and then forwarded to ACO.

Payment Approval Designated staff with payment approval authority should review invoices for:

- Propriety of the transactions.
- Accuracy of the records submitted.
- Reasonableness of the expenditures.

Designated staff should act within the scope of their authority when approving invoices for payment. If the dollar amount or nature of a purchase exceeds an individual's authority, the next level of authority should be consulted and appropriate approval secured before releasing the invoice for payment.

Employees authorized to approve invoices should not approve payment of their own purchases. Another level of approval will be required.
Financial

Types of Payment The following list shows the various types of payments that NVRTA may authorize:

Final payments are made for completed and accepted goods and services. Final payments must have a contract close checklist before settlement occurs.

Partial payments are made for completed and accepted supplies or services that are only a portion of the total required deliveries (e.g., orders with items on back orders, missing components of an assembly, etc.).

Progress payments are made to a vendor as work progresses under a purchase order or contract.



Milestone payments are made to the vendor after the completion of specific tasks agreed to and set forth in the contract between the vendor and ~~the Authority~~NVT (e.g., long term information services contract with specific deliverables and timetables, consultant engagements, etc.).

Advance payments or deposits are made to a vendor prior to performance of a purchase order or contract (e.g., registration fees for a conference, educational programs, etc.). Advance payments are only made in unusual circumstances and are not permitted for time and materials service contracts or for the purchase of goods.

7.1.15 AUDITS

The Authority should, as part of its standard management practice, conduct its operations and account for its resources in a manner that will withstand audit scrutiny. During an audit, ~~the Authority~~NVT will cooperate with the auditors to demonstrate full accountability, efficient use of public resources and compliance with all requirements. Substantiated audit findings should be investigated and corrected in a timely fashion.

Audit Firm Rotation An important step in improving the integrity of the public agency audit system is to establish an audit firm or audit firm partner rotation requirement of seven years. The periodic rotation clients would limit long-term client-audit firm relationships that may compromise the independence of the audit firm's work.

Member Agencies A member agency is authorized to perform audits and reviews of all Authority financial records.

The Board of Directors should be notified by ~~the Authority~~NVT of any and all audits or audit-related activities, whether initiated by ~~the Authority~~NVT or at the request of other agencies.

The Metropolitan Planning Organization Independent audits or equivalent are conducted by outside accounting firms that specialize in examining the operations of government and business entities. The Metropolitan Transportation Commission may authorize the performance of a financial audit, performance audit, agreed upon procedures review, or any combination thereof.

State of California The Bureau of State Audits is authorized by the state under the federal Single Audit Act to audit ~~the Authority~~NVT regarding its use and accounting of grant funds.



Types of Audits

Financial Audits The purpose of a financial audit is to provide reasonable assurance that the financial statements are reliable.

Financial statements present management's assertions regarding ~~the Authority~~NVTA's financial position, results of operations, and cash flow. The audit provides an independent basis for relying on ~~the Authority~~NVTA's assertions. Auditors conducting a financial audit will:

- Inspect relevant documents.
- Observe employee performance.
- Inquire about policies, procedures, transactions and events.
- Confirm balances and transactions.
- Perform analytical procedures.

The auditor's goal is to obtain reasonable, but not absolute, assurance that ~~the Authority~~NVTA's financial statements are fairly presented.

Performance Audits Performance audits are also called efficiency and effectiveness audits, compliance audits, and operations audits. The scope of a performance audit is typically narrower than the scope of a financial audit and may be confined to a particular program, department, process, or other aspect of operations.

The purpose of a performance audit is to determine if ~~the Authority~~NVTA is conducting its operations in the most economic and efficient manner, and if programs are achieving their intended purposes. An important part of the auditor's task is to define what constitutes efficient and effective performance for the operations he or she is reviewing.

Federal Audits A portion of the operating budget may come in the form of federal grants, which may be awarded by several agencies. The federal Single Audit Act was enacted in 1984 and amended in 1996, to replace multiple grantor audits with a single audit that addresses the requirements of all federal grantor agencies.

In concert with the Single Audit Act, The Office of Management and Budget has issued it Uniform Guidance (formerly OMB Circular A-133), which sets forth standards designed to obtain consistency and uniformity in audits conducted of state and local governments that expend federal grant awards.

Federal grant awarding agencies are responsible for:

- Identifying federal awards made by informing each recipient of the Catalog of Federal Domestic Assistance (CFDA) number and title, award name and number, and award year.
- Advising recipients of the requirements imposed upon them by federal laws, regulations, and grant agreements.
- Ensuring that audits are completed and reports are received in a timely manner.



- Providing technical advice to auditees and auditors.
- Issuing a management decision on audit findings within six months of receipt of the audit report and ensuring that the recipient takes timely and appropriate corrective action.
- Providing annual updates of Circular A-133.

Audit Support Generally accepted auditing standards (GAAS) and GAGAS require auditors to study and evaluate NVTa's system of internal accounting controls to determine the type and extent of audit procedures to be performed. A system of internal controls consists of the measures employed to safeguard ~~the Authority~~ NVTa's assets, ascertain the accuracy and reliability of the entity's accounting data, promote operational efficiency and encourage compliance with policies and procedures.

GAAS and GAGAS also require that sufficient competent, evidential matter be obtained through inspection, observation, inquiries and confirmation to allow a reasonable basis for an opinion regarding the records and operations under examination.

NVTa should cooperate fully with the auditors' requests for information. Auditors should be provided access to Authority records, files, policies, procedures, computer systems, and personnel for the purpose of gathering information that is within the nature and scope of their audit assignments. The Authority should not withhold relevant information, misrepresent any fact or mislead auditors in an attempt to "pass the audit".

Audit Findings and Issue Resolution

Exit Meeting At the conclusion of field (onsite) activities, auditors will normally hold an exit meeting with Authority representatives to present preliminary audit findings and discuss deficiencies, reportable conditions, material weaknesses, or unacceptable risk levels discovered during the audit.

NVTa should use this opportunity to provide additional information, clarify questionable items and attempt to resolve the issues prior to the issuance of the audit report. If necessary, additional reasonable time should be requested to further research the auditor's findings.

Audit Reports There are three (3) common reports associated with audits of public entities:

- The auditor's report on the fair presentation of the financial statements.
- The auditor's report on compliance and internal control over financial reporting based on an audit of the financial statements.
- The auditor's report on compliance and internal control over compliance applicable to each major program.



Auditor's reports on compliance and internal controls typically include a separate section that lists the auditor's findings, which provide information on specific weaknesses or instances of noncompliance. The auditor often provides specific recommendations for corrective actions to be taken by management to resolve the weakness or noncompliance issue.

When an auditor discovers an expenditure that may not be allowed under the requirements of a federal grant, the expenditure is listed as a questioned cost. Questioned costs may ultimately be rejected by the granting Authority, in which case ~~the Authority~~NVT must refund them.

Report Distribution. In addition to the auditor's standard distribution of audit reports, ~~the Authority~~NVT should assure that a copy of any audit report is delivered to the County of Napa, State of California, FTA, MTC, and any other public Authority which requests a copy.

Corrective Action. It is the responsibility of ~~the Authority~~NVT to take swift corrective action to improve its practices in areas where auditors find deficiencies, reportable conditions, material weaknesses, or unacceptable levels of risk.

Subsequent Audits Auditors routinely conduct follow-up audits to determine whether appropriate corrective actions have been taken with respect to the findings of previous audits. During the subsequent audits, auditors will determine whether the corrective actions taken, if any, have resulted in the desired changes, or whether management has acknowledged the risks of not taking corrective actions.

7.1.16 PETTY CASH

A petty cash fund may be established when it's necessary to keep cash on hand to purchase low value supplies and services that cannot be practically purchased by other means.

The petty cash custodian is personally responsible for the safekeeping, disbursement, and accounting for petty cash. Petty cash funds should be kept separate from all other monies and kept in a locked drawer or cabinet.

The petty cash fund should be sufficient to meet the needs of NVT. The authorized amount should not exceed \$1,000.



Petty Cash Disbursements The original vendor invoice, cash register receipt, or other evidence of the transaction for which petty cash is disbursed must be attached to the petty cash receipt. Whenever possible, standard procurement methods should be used instead of petty cash (refer to *Procurement Manual*).

The petty cash fund cannot be used to:

- Pay for expenditures greater than \$200 unless advance approval is obtained.
- Pay personal goods or services.
- Pay travel expenditures, except for local travel.
- Make personal loans, salary advances or to serve as a check cashing fund.

To receive reimbursement for petty cash expenditures, the custodian must submit a petty cash replenishment form that is supported by purchase receipts.

Financial

Replenishment should be requested as needed to ensure adequate funds are available. The fund should be replenished prior to the close of the financial year.

PETTY CASH VOUCHER (Sample)

Date: _____	
Name: _____	

Amount: _____	
Basis of Request: _____	
Advance: _____ Reimbursement: _____	
Purpose and nature of usage: _____	

Attached receipts: _____	
Signature: _____	



7.1.17 CASH HANDLING

It is the policy of NVTA to collect and process payments received from the public in the form of fees, reimbursements and assessments in a manner that protects the integrity of NVTA and its staff and promotes public confidence. The Authority should institute procedures and internal controls that assure the safe, secure collection and accurate accounting of all payments.

This policy applies to all staff and agents whose official job responsibilities involve any aspect of collecting or processing revenue received from the public either in-person or by mail.

Safekeeping of Money To reduce the potential for losses due to errors or irregularities, staff and its agents involved in collection activities (cashiers and supervisors) will observe the guidelines provided in this section.

Acceptable Forms of Payment The Transit Store can accept the following for payment of fees, reimbursements and assessments:

- Cash
- Personal checks
- Bank checks or drafts
- Traveler's checks
- Money orders
- Credit cards
- Debit cards.

No Cash Policy NVTA's administrative offices does not accept cash for payment of fees, unless authorized by the Financial Officer or Executive Director.

The "no-cash" policy is intended to increase employee safety, reduce customer wait time at the front desk, and reduce cost in handling cash.

Cash payments are accepted by the Soscol Gateway Transit Center ticket office and at other locations where transit products may be sold.

Cash Handling Procedures. Cash control procedures are of primary importance to management in avoiding losses. The fundamental rules for controlling cash receipts include the following:

a. Organizationally:

- Designate specific responsibility for custody of cash funds during the workday and for securing cash in a safe, vault, or other secure storage place overnight.
- Limit responsibility for receiving cash to as few people as possible.



- Separate cash handling from record keeping. Responsibilities for collection and deposit preparation should be segregated from those involving the recording of cash receipts into accounting records and permanent record entries.
- Have bank reconciliations prepared by persons not responsible for handling cash (this task is overseen by the County of Napa).

b. When receiving payment:

- When cash is received at the public windows it is counted out loud in the presence of the customer.
- Money should not be put in the cash drawer until after a receipt is issued and the correct change is given to the customer.
- If a customer disputes the amount of change tendered at the counter, the cashier should ask a supervisor for assistance.
- Cashiers should not return a disputed amount without a supervisor's approval.
- Payments involving relatives or personal friends should be given to the supervisor for re-assignment.
- Cash receipts should be recorded daily.

c. When depositing revenue:

- Prior to deposit, cash receipts should be secured in a cash drawer, vault, safe or locked cabinet to which only specifically authorized personnel have access. Cash drawers should be used for official business only (i.e., the collection of fees, reimbursements, assessments, etc.).

Check/Money Order/Cashier Check Handling Procedures When a check, money order or cashier check is received at the public window or in the U.S. mail, the following should be verified before accepting payment:

- The name of the customer must be imprinted on the check.
- Numeric and written dollar amounts must match.
- Checks must be signed by the customer.
- Checks must be dated for the day they are written. Post-dated checks are not accepted.
- Two party checks are not accepted.
- Checks must be written for the exact amount due. No change should be made on payments made by check.
- Checks must be made out to NVRTA.
- Contract number(s) should be written on checks, if applicable.
- All checks must be restrictively endorsed immediately upon receipt (e.g., *For deposit only to...*).
- When a check is accepted at the public window, the customer must provide an acceptable form of picture identification such as a driver's license or passport.



Returned Check Process/ Dishonored Payments NVRTA has a zero tolerance policy regarding returned checks. Persons who submit checks for payment that are subsequently returned for insufficient funds, stopped payment, inability to locate, etc. will no longer be allowed to pay with a personal check.

If a check is returned to the business office, the client will be responsible for paying the full amount of the check that was returned as well as a MANDATORY returned check and administration fees determined by the County of Napa. Payment MUST be received within 10 business days of being notified of a returned check or the account may be turned over to the District Attorney's Office for collection.

The ONLY acceptable forms of payments for returned checks are cash, money order, cashier's check, or credit card. No personal checks will be accepted.

Credit Card and Debit Card Payments. State of California Government Code 6159-*Payment to Public Agencies by Credit Card*, authorizes the acceptance of credit card payments by ~~the Authority~~ NVRTA and establishes the conditions under which payment by credit card is allowed. The same requirements apply to debit card payments.

The Transit Store ticket office accepts credit card or debit card payments in person. At a minimum, the Transit Store must verify that the credit card or debit card is current (the card expiration date must not have passed) for payments made in person.

Prior to accepting any credit card or debit card payment, the validity of the payment must be verified with the card issuer either electronically or by telephone.

NVRTA may impose a fee for the use of a credit card or debit card in an amount not to exceed the cost incurred in accepting the card payment. This cost may include, but is not limited to, the discount or fee paid to the credit card or debit card issuer.

Receipts All payments must be acknowledged by a sequentially numbered receipt. Receipts issued should provide information sufficient to create an adequate audit trail that ensures proper distribution of the monies received including:

- Receipt number.
- Date of payment.
- Amount received.

NVRTA should keep a record of all receipts issued. A receipt is deemed to be cancelled if a payment made by check, money order, credit card, or debit card is dishonored.

NVRTA should periodically monitor receipt sequence numbers to identify gaps and assure that all receipts are accounted for.

Void Transactions Transactions that must be voided require the approval of a supervisor. When notified by a cashier, the supervisor is responsible for reviewing and approving the void transaction. All void receipts should be retained, not destroyed.



Backup Procedure for Automated System Down-Time In the case of a failure of the automated accounting system, pre-numbered receipt books will be issued by the supervisor or designated employee. A handwritten receipt should be given to the customer and a copy of the receipt is clipped to the payment, and a copy should be retained by NVRTA.

Payments processed during down time should be kept separate from money processed through the system. Money, receipts and case files will be kept together in a designated secure place.

Handwritten receipt transactions must be processed as soon as possible after the automated system is restored. The transactions must be recreated in the system from the handwritten receipts before the money can be transferred to the cash drawer or cash register.

Daily Balancing and Closeout At the end of the workday, all cashiers must balance their own cash drawer or register. Cashiers may not leave the premises nor transact new business until daily balancing and closeout are complete.

Balancing and closeout include completing and signing the daily report; attaching a calculator tape for checks; turning in the report, money collected and cash change fund to the supervisor; and verifying the report with the supervisor.

After daily balancing and closeout are completed, the collections are prepared for deposit to the County of Napa or bank. If the daily collections are not deposited on the same day they are collected, they must be locked in a safe, vault, or secure cabinet overnight.

Shortages and Overages Cashiers must report all overages and shortages. Overages and shortages must be handled separately, never combined or netted together. An Overage or Shortage Report must be completed and signed by the responsible cashier and turned in to the appropriate supervisor with the daily cash balance report.

Supervisors will monitor all reports of overages and shortages to determine if there is a pattern meriting further investigation, modification of collection procedures, retraining of personnel, or disciplinary action.

Fare Overpayment Passenger should be ready with the appropriate fare, exact change, or one of the Vine or Clipper passes when boarding. All buses have electronic fare boxes that accept the following fare payments; NVRTA issued fare media, U.S. currency \$1, \$5, \$10 & \$20 dollar bills, \$1 coins as well as 1¢ 5¢, 10¢, 25¢, & 50¢, and transfers. Bus operators do not carry change. Fares or overpayments are **Non-refundable**. NVRTA buses are equipped with Clipper transponders or handheld devices.



Payments Received Through the Mail Checks and money orders received through the mail should be processed on the day they are received. Any exceptions are to be brought to the attention of a supervisor, placed in a locked area and processed on the next business day.

A team approach should be used to maintain accountability for payments received in the mail:

- An administrative assistant opens the mail.
- More than the administrative assistant may be needed to process large volumes of mail.
- All checks and other forms of payment through the mail is logged in a central repository.

The following steps should be followed in opening the mail and processing the payments received:

- Checks and money orders received through the mail should be processed on the day they are received and listed on a check receipts log sheet.
- The check receipts log sheet should include the following information:
 - i. Name of the person/organization making the payment.
 - ii. Check amount.
 - iii. Check number.
 - iv. Date received.
 - v. Name of the person handling the check.
- An adding machine tape of all checks and money orders should be run and the total amount received should be matched to the total amount entered into the accounting system.
- The person logging the payments received through the mail should sign the bottom of the log sheet after running the adding machine tape.
- The adding machine tape should be attached to the log sheet and the checks delivered to a designated cashier for entry into the accounting system.
- Receipts for payments received in the mail should only be sent to the customer if a stamped, self-addressed envelope is included with the payment.

Credit Card Payments NVRTA accepts credit card payment for transit media at the Soscol Gateway Transit Center and vinetransit.com website. Visa, Mastercard, Discover, and American Express are accepted forms of online payments for transit products.

Vinetransit.com has also obtained a digital certificate from Network Solutions, a provider of internet trust services. When the user enters a secured portion of the site, an image of a closed lock or a solid key should appear in the bottom bar of your browser window. If you click on this image, a small popup window displaying site-security information will appear. This certificate guarantees that your personal information is being transmitted in a secure (encrypted) form to a vinetransit.com Web server, not to an unknown or unauthorized server.



NVTA and vinetransit.com does not sell registered users information to third parties and does not keep credit card information stored on its servers. A registered user must re-enter the credit card information at each transaction to complete the purchase.

Counterfeit Currency At a minimum, cashiering staff must test all \$50 and \$100 bills for possible forgery. Depending on volume, \$20 bills should be tested. Every member of the cashiering staff should be provided with a counterfeit detection pen, which should be used to test for counterfeit bills.

Confiscation Each cashier who receives currency suspected of being counterfeit should contact his or her supervisor immediately. Care should be taken in discussing confiscation with the customer because of the risk of legal action and/or violence. Discussion with the customer should focus on ensuring that:

- The customer understands that he or she is not being accused of counterfeiting;
- Federal regulations require confiscation of the currency.

If feasible, the supervisor should telephone the closest USSS office to supply the serial numbers of the currency believed to be counterfeit, but not in the presence of the customer.

After confiscation and pending instructions from the USSS, the supervisor should put the suspect currency in a sealed envelope and place it under lock and key; handling of it should be minimized. Under no circumstances are cashiers permitted to retain possession of counterfeit currency.

Foreign Currency It is the policy of ~~the Authority~~ NVTA that currency other than United States is not accepted by NVTA.

7.1.18 REVENUE COLLECTIONS AND DISTRIBUTION

This policy establishes uniform guidelines to collect, process and report all fees and assessments resulting from business services. NVTA institute procedures and internal controls that assure the safe and secure collection of revenue, prompt deposit of all revenues received, accurate accounting that creates an audit trail, and the generation of reports required for sound financial management.

Deposits NVTA will prepare appropriate documentation to deposit funds to the Treasury or for pick-up by an armored transport service.



To deposit money in the County Treasury, a deposit request must be prepared. The deposit permit is called a "Deposit Authorization Form." This request, prepared in duplicate, must be supported by acceptable documentation such as duplicate receipts or a receipt listing. The County keeps one copy and signs and gives NVTA the second copy.

Daily Reporting All collections must be recorded in general ledger, which may be created manually or generated by an automated system. The receipts from all cashiers should be posted daily and reconciled with the daily deposit of funds.

The collection record should show in chronological sequence and by receipt number all amounts collected by ~~the Authority~~ NVTA and the nature of the money collected. At the end of the month, each column of the collection record should be added and the totals recorded. A duplicate copy of the collection record may be prepared and attached to the monthly cash settlement report as supporting documentation.

Revenue Distribution Each payment received by ~~the Authority~~ NVTA is ultimately distributed or disbursed according to a fund established by the Board of Directors.

Monthly Cash Settlement Report NVTA must deposit all money that it collects or has under its control during the month into the County treasury. The proper accounting for or disposition of these collections is detailed in a cash settlement report filed with the County Auditor-Controller.

Farebox Procedures Every public transit vehicle, except for the Yountville Trolley has a farebox. Daily, all bus operators as part of their pre-trip inspection are required to make certain that the farebox is operational prior to pull-out. If the operator finds out that the farebox is defective, either the farebox is fixed or replaced or the operator is given a different vehicle. If the farebox should malfunction during service, a coach exchange will be done immediately. The technician will fix the farebox as soon as the bus arrives at the yard. In addition, the pullout supervisor also double checks that the farebox is in good operational condition prior to pull-out.

Upon completion of service, the bus operator will return to the yard. The bus operator will pull up to a designated area (in front of the maintenance bay). A utility service worker probes the farebox, pulls the farebox, and empties the contents into the cash vault. The farebox is then placed back into the farebox. This process is repeated until the last bus is accounted for.

The mobile bin in the cash vault is picked up by the armored service twice a week. During the pick-up, the farebox revenues moved from the cash vault and transferred onto the armored services carrier capable of picking up the mobile bin. An empty mobile bin from a previous pick up is placed into the cash vault. This procedure is repeated every time the armored services carrier arrives at the yard.



7.1.19 PURCHASING CARDS

Purchasing Cards (P-cards) are used to purchase goods and services. Purchasing cards may be used to pay vendors for goods and services normally paid by warrants (checks). Payments by P-card in lieu of check may result in significant cost savings to NVTA. Every effort should be made to pay vendors with P-cards in lieu of warrants if the vendor accepts the payment platform.

P-Card transactions bring greater efficiency to the purchasing process because transactions can be made without a purchase order and payment is streamlined. The Purchasing Card eliminates the need for check vouchers, blanket purchase orders, and limited purchase orders. This will allow greater convenience, control, and flexibility and reduce the costs associated with initiating and paying for those purchases.

The Procurement Officer is responsible for managing the program. This policy supports the use of Purchasing Cards for appropriate business transactions, while assuring that the appropriate internal controls are in place to minimize ~~the Authority~~ NVTA's risk of fraud.

The cardholder is responsible for the security of the card. This card should be treated with the same level of care as personal charge cards.

Purchases P-cards may be used to purchase any item and/or service for immediate use not prohibited by law, this policy, or other policies approved by the Board of Directors. The total purchase with the P-Card will not exceed the limits established for that Card. All other procurement policies remain in effect and P-Cards should not be used to circumvent them. The Procurement Officer's P-card should be used to pay vendors in lieu of warrants (check).

Purchasing Limits The Procurement Officer will establish limits for individual P-Cards and aggregate limits for combined card totals.

Purchases Prohibited

- Personal expenditures
- Cash advances or refunds
- The purchase of alcohol or patronage of drinking establishments.
- Separate, sequential, and component purchases or transactions made with the intent to circumvent policy.
- Purchases that are split to stay within card transaction limits.
- Transaction amounts greater than Cardholders transaction limit.
- Other purchases specifically excluded by the procurement policies.

Declined Transactions If a Vendor receives a "Decline" response from the Issuer after attempting to put through a P-Card transaction, Cardholders should contact the P-Card Program Administrator for resolution.



Purchasing Return The Cardholder is responsible for obtaining a credit ~~memo~~ from the Vendor when merchandise purchased with the Card is later returned to the Vendor for any reason.

Supporting Documentation for Card Purchases All transactions must be supported by receipts or credit slips.

Reconciliation of Card Purchases Accounts Payables is responsible for ensuring that each receipt is reviewed and approved and that the statement is reconciled with the purchase receipts for each transaction.

Disputed Items Cardholders should raise disputes immediately. As failure to do so will result in an authorized purchase that the department is responsible for paying even though the charge is incorrect. A charge should not be disputed on the current expense report if it was returned for credit after the cut-off date. The credit should be reported on the next expense report with a notation being made that there is a disputed charge and expected credit.

Lost or Stolen Cards When it is determined that a P-Card has been lost or stolen, IT IS IMPERATIVE TO FIRST CANCEL THE CARD WITH THE ISSUER BY CALLING THE ISSUERS TOLL-FREE NUMBER. In addition, the Cardholder must also notify the P-Card Program Administrator of the loss. Once a P-Card is discovered lost or stolen, it is imperative to cancel the card immediately. NVT is liable for all charges until the card is reported lost or stolen. Thus, the Cardholder may be responsible for all charges made against the P-Card from the time it is lost or stolen until the time the Issuer is notified, if the Cardholder fails to immediately notify the Issuer upon discovering the loss or fails to discover the loss within a reasonable amount of time.

Unauthorized Use of the P-Card. Any purchases that the P-Card Program Administrator deems prohibited will be sent back to the Cardholder for justification and/or explanation. If any prohibited charges appear in the Cardholder's transactions and expense report, the following may occur:

- The P-Card Administrator will investigate all circumstances surrounding alleged misuse of the P-Card and in cases where there is evidence of a procedure or policy violation has occurred.
- Termination of use and forfeiture of the P-Card are potential actions for improper use of the card.
- In those cases where there is evidence of negligent use of the P-Card, but no fraudulent acts have been committed, the Cardholder will be required to surrender the P-Card with all further privileges revoked.
- A Cardholder who makes an unauthorized purchase with the P-Card, or uses the P-Card in an inappropriate manner will be liable for payment for unauthorized charges.



The P-Card may be suspended or terminated if a P-Card is suspected of fraud or theft. Should the suspicion prove founded, appropriate action should be taken in accordance with existing policies and procedures. The P-Card is issued to an employee for convenience and may be suspended or terminated at any time. Transfer, resignation, or terminations of employment are grounds for cancellation of the P-Card.

Fleet Vehicles Fuel Cards. NVT participates with the State of California Voyager Fleet Fueling System Inc. to provide offsite fleet fueling. The State has an agreement with US Bank Corp to allow governmental agencies to piggy-back with the program and take advantage of a universal fuel card system. The Voyager system provides a web-based software system that manages and tracks detailed transactions for auditing purposes, generates consolidated monthly invoices and provides controls and security measures when fueling (examples: by user can set fuel limits, number of transactions per day and dollars per week/month). Voyager also automatically strips out the federal gasoline excise tax prior to billing (NVT is exempt).

7.2 RESERVES AND FINANCING

7.2.1 CASH RESERVE

A key element of prudent financial planning is to ensure that sufficient funds are available for current operating, capital and debt service needs. Additionally, financial responsibility requires anticipating the likelihood of, and preparing for, unforeseen events. NVT will strive to have sufficient funding available to meet its operating, capital, and debt services obligations as well as to protect its creditworthiness. The Authority is committed to maintaining a financial structure that provides adequate and predictable revenue at the lowest possible costs to meet forecasted needs and operational objectives.

The adequacy of the cash reserve year-end balance ranges and/or annual contributions of each fund will be reviewed annually during the budgeting process or when a major change in conditions threatens the reserve levels established within this policy.

General Fund Reserve The purpose of a General Fund Reserve is to ensure sufficient cash resources are available to fund daily administration; operations and maintenance of providing service.

~~Target Criteria: To meet the Authority's cash flow needs and unbudgeted expenses, the Planning fund's cash reserves should be at a minimum of \$500,000 per financial year.~~

Transit Fund Reserve The purpose of a Transit Fund Reserve is to ensure sufficient cash resources are available to fund daily administration; operations and maintenance of providing public transit service.



Target Criteria: ~~To meet NVT's cash flow needs and expenses, the unrestricted reserves should be at least 25% of unrestricted funds of the current financial year operating budget.~~

Working Capital Reserve Target To meet NVT's cash flow needs and expenses, the unrestricted reserves should be at least 25% of unrestricted funds of the current financial year operating budget.

~~A significant percentage of operating funds are not available until after the end of each financial year. As such, it is imperative that the Authority NVT maintain sufficient reserves to sustain operating activities. This reserve would be designed to ensure sufficient liquidity for operating activities until funding has been delivered.~~

~~Target Criteria: Approximately 25% of operating revenue is derived from FTA Section 5307 formula funds. NVT's financial year begins on July 1st of each year, while the federal financial year commences on October 1st. Typically, Congress manages to appropriate the aforementioned funds in February or March of each year at the earliest. Once the funds are apportioned it typically takes an additional month or two before they are available. It is not uncommon that the funds do not become available until the following financial year.~~

7.2.2 INVESTMENT POLICY

This policy is to establish investment objectives, provide guidelines, and set forth responsibilities and reporting procedures necessary for the prudent management and investment of the funds of NVT and its component units (NVT). This policy is for investment activities outside the County of Napa's policy, should NVT have a separate account(s) for investing.

This policy applies to the activities of NVT with regard to the consolidated investment of short-term operating funds, reserves, and capital funds. Balances in County of Napa checking accounts, investments of staff retirement funds, and deferred compensation plans are not covered by this policy.

Delegation of Authority. The NVT Board designates the Executive Director and Financial Officer as the Custodial Officer for ~~the Authority~~ NVT's funds. The Custodial Officer should be responsible for the operation of the investment program. No person may engage in an investment transaction except as provided under the terms of this Policy and procedures established by the Custodial Officer. The Custodial Officer should be responsible for all transactions undertaken and should establish a system of controls to regulate the activities of subordinate officials with access to the funds subject to this Policy.



The investment objectives of this Policy and their priority are: (1) safety; (2) liquidity; and (3) yield.

Safety. Safety of principal is the foremost objective of the investment program. Investments should be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective should be to remain compliant with applicable laws and to mitigate Credit Risk, Interest Rate Risk, and Custodial Risk.

Legality. All funds within the scope of this Policy are subject to regulations established by the State of California.

Interest Rate Risk. NVT will minimize the risk that the Market Value of securities in the portfolio will fall due to the changes in general interest rates, by:

- Limiting exposure to poor credits.
- Prequalifying the financial institutions NVT will do business with.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- Actively monitoring the investment portfolio holdings for ratings changes, changing economic/market conditions, etc. Maintaining appropriate balances in investment vehicles that provide overnight liquidity; and
- Structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands where possible and prudent.

Custodial Risk. NVT will minimize Custodial Risk by placing its securities with a third-party custodian, who will hold the securities in NVT's name, as evidenced by the safekeeping contract and monthly statements.

- Maintaining appropriate balances in investment vehicles that provide overnight liquidity; and
- Structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands where possible and prudent.

Liquidity The investment portfolio should remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by:

Yield The investment portfolio should be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Securities should not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security trade will improve the quality, yield, or target Duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.



Internal Controls The custodial officer is responsible for establishing and maintaining an adequate internal control structure designed to reasonably protect the assets of NVT from loss, theft, or misuse. The concept of "reasonable protection" recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by the custodial officer. Accordingly, the custodial officer should establish a process for an annual independent review by an external auditor to assure compliance. The internal controls should address the following points:

- Control of collusion
- Separation of transaction authority from accounting and record keeping
- Confirmation of transactions for investments and wire transfers
- Custodial safekeeping
- Avoidance of physical delivery of securities whenever possible
- Address control requirements for physical delivery where necessary
- Clear delegation of authority to subordinate staff members
- Development of a wire transfer agreement with the lead bank and third-party custodian and implementation of the appropriate safeguards
- Compliance and oversight with investment parameters including diversification and maximum maturities
- Staff training

All financial institutions and Broker-Dealers who desire to be considered for investment transactions, must supply the following, in writing (electronic delivery is acceptable):

- Audited financial statements
 - Proof of Financial Industry Regulatory Authority, Inc (FINRA) registration
 - Proof of state licensing
 - Certification of having read and understood and agreeing to comply with NVT's investment Policy
- Evidence of adequate insurance coverage

The Custodial Officer may engage the services of an external investment adviser to assist in the management of NVT's investment portfolio. All investment transactions executed by the external investment adviser on behalf of NVT must consistent with this Policy and be pre-approved in writing by the Custodial Officer.

Authorized Investments

Investment Types. The following securities are permitted under this Policy.

U.S. Treasury Obligations. United States Treasury Notes, Bonds, Bills, certificates of indebtedness, or other obligations of the U.S. Treasury for which the full faith and credit of the United States are pledged for the payment of principal and interest.



Government Authority Issues. Federal Authority or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States Government-Sponsored Enterprises. See Appendix I: Glossary for definition and investment examples.

Repurchase Agreements. An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date. Only U.S. treasury obligations and government Authority issues described in paragraph (a) and (b) of this subsection that are limited in maturity to three years and priced according to percentages prescribed by written Policy may be used in conjunction with a Repurchase Agreement.

Bankers' Acceptances. A draft or bill of exchange drawn upon and accepted by a bank. Used as a short-term credit instrument, Bankers' Acceptances are traded at a Discount from face value as a money market instrument on the basis of the credit quality of the guaranteeing bank.

Medium Term Corporate Notes (Corporate Indebtedness). Commercial Paper and Medium Term Corporate Notes subject to a valid registration statement on file with the Securities and Exchange Commission or issued under NVT of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933, as amended. The corporate indebtedness must be issued by a commercial, industrial or utility business enterprise, or by or on behalf of a financial institution, including a holding company owning a majority interest in a qualified financial institution.

Municipal Debt

Lawfully issued debt obligations of the agencies and instrumentalities of the State of California and its political subdivisions that have a long-term rating of A, or an equivalent rating or better, or are rated on the settlement date in the highest category for short-term municipal debt by a Nationally Recognized Statistical Rating Organization.

Lawfully issued debt obligations of the States of California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating of AA or an equivalent rating or better or are rated on the settlement date in the highest category for short-term municipal debt by a Nationally Recognized Statistical Rating Organization.



Time Deposit Accounts, Certificates of Deposit, and Deposit Accounts.

Deposits in insured institutions in credit unions or in federal credit unions, if the insured institution or credit union maintains a head office or a branch in California. Certificates of Deposit placed through deposit placement services, such as the Certificate of Deposit Account Registry Service (CDARS), are allowable.

The table on the next page identifies the **investment types** that are authorized for NVRTA by the California Government Code. The table also identifies certain provisions of the California Government Code (or NVRTA's investment policy, where more restrictive) that address **interest rate risk**, **credit risk**, and **concentration of credit risk**.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Authority Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Authority Obligations	5 years	None	None
State of California Obligations	5 years	None	None
Banker's Acceptances	180 days	40%	30%
Commercial Paper - Select Agencies	180 days	25%	10%
Commercial Paper - Other Agencies	180 days	40%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	30 days	5%	None
Reverse Repurchase Agreements	92 days	20% of base value	None
Medium Term Notes	5 years	30%	None
Mutual Funds/Money Market Mutual Funds	N/A	20%	10%
Collateralized Bank Deposits	5 years	None	None
Mortgage Pass-Through Securities	5 years	20%	None
Time Deposits	5 years	None	None
County Pooled Investment Funds	N/A	None	None
JPA Pools (other investment pools)	N/A	None	None
Local Authority Investment Fund (LAIF)	N/A	None	None



7.2.3 INTERFUND LOANS AND TRANSFERS

To achieve important financial management objectives, NVT has established various funds to account for resources. Interfund loans are permissible for the general fund, proprietary funds, and capital projects. The financial officer is authorized to approve interfund loans for cash flow purposes whenever the cash shortfall in a fund is deficient but is expected to be resolved. One typical use of interfund loans is for grant programs, where costs are often incurred before grant funds are received but grant funds are received shortly after they are requested.

Short-term interfund loans Short term interfund loans are those which are proposed to be repaid within a year.

Long-term interfund loans Long term interfund loans are those which are not proposed to be repaid within a year. The reason(s) for all long term interfund loans and a description of repayment terms should be clearly set forth in the staff report, budget documents, staff reports, and/or other written reports presented to the Board for review.

Financial

7.2.4 DEBT FINANCING AND MANAGEMENT

The Authority recognizes that there are numerous types of financing structures and funding sources available, each with specific benefits, risks, and costs. All potential funding sources are reviewed by management within the context of this policy and the overall portfolio to ensure that any financial product or structure is consistent with the Authority's objectives. Regardless of what financing structure(s) is utilized, due diligence review must be performed for each transaction, including the quantification of potential risks and benefits, and analysis of the impact on NVT's creditworthiness and debt affordability and capacity.

Prior to the issuance of debt or other financing obligations to finance a project, staff will carefully consider the overall long-term affordability of the proposed debt issuance and alternative financing sources, such as grants. The Authority shall not assume debt or other financing obligations without conducting an objective analysis of NVT's ability to assume and support additional debt service payments. The Authority will consider its long-term revenue and expenditure trends and the impact on operational flexibility. The evaluation process shall include a review of generally accepted measures of affordability and will strive to achieve and or maintain debt levels consistent with its current operating and capital needs.



Structure and Terms of Debt Financing

The Authority shall strive to protect the public by using conservative financing methods and techniques so as to obtain the highest practical credit rating and the lowest practical borrowing cost. Long term debt will be structured to match cash flows and structured to achieve the lowest possible net interest cost to ~~the Authority~~ NVTA within the current market conditions, the urgency of the proposed project, the nature and type of security provided, and the opportunity cost of not proceeding.

Short Term Debt Short-term debt, such as notes, commercial paper, and lines of credit, will be studied as an interim source of funding in anticipation of long term borrowing. Short-term debt may be issued for the same purpose as long-term debt, including capitalized interest and other financing related costs. In addition, short-term debt borrowing may be considered to address justifiable cash flow requirements to meet short term operating needs to provide necessary public services, subject to applicable restrictions in California law.

Requirement Any debt will be reported to the Board of Directors as part of its quarterly budget update at their regularly scheduled monthly meeting accompanied by a description of the need for use of the line of credit, amount being requested, cost of borrowing, and the expected payback period.

Roles and Accountabilities The Board must review and approve an application for and acceptance of any Lines of Credit with a financial institution. Once the Line of Credit is authorized by the Board, the Executive Director can authorize borrowing within the limit of the line of credit. The Board Chair must sign-off on all borrowing against the line of credit.

The Board must approve any other borrowing of funds including the use of any promissory notes. The Board should give very serious attention to be sure that NVTA will have sufficient funds available to repay any loans or lines of credit on time.

Line of Credit (LOC). Secured and unsecured lines of credit may be established as a contingency to meet operating cash requirements. It is the policy of NVTA that use of the Line of Credit (borrowing against the Line of Credit's availability) will be initiated subject to the following conditions and restrictions:

- LOC drawdowns will be transferred to NVTA's bank account managed by the County of Napa's Treasury department.
- The borrowing against the Line of Credit will be used to meet expenses of payment to external vendors.
- An internal, signed authorization form will be developed for each increment borrowed. Authorization to proceed will require a minimum of two signatures: the Executive Director and the Financial Officer.



Long Term Long-term debt shall be used to finance the construction, acquisition and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by ~~the Authority~~ NVRTA. NVTA may also issue debt to provide grant funding to other agencies to assist in the financing of transportation projects that meet ~~the Authority~~ NVRTA's goalsmission. Long-term debt shall only be used for large scale projects that cannot be financed from current revenue sources. The project for which debt issuance is being considered subject to affordability limits determined by the executive management. The debt will not be issued for longer than the useful life of the improvement or asset it is funding.

There must be pledged revenues to repay the debt, whether from future revenues or other specified sources or reserves. Long-term financing must be able to be marketed with an appropriate credit rating, which can be maintained. Market conditions must present favorable interest rates.

Refunding Periodic reviews of existing debt will be undertaken to identify refunding opportunities. Refunding will be considered (within state law and federal tax law constraints) if and when there is a net benefit of the refunding.

Bonds The Board of Directors may approve general obligation bonds, enterprise bonds, or other types of bonds in conformance with state and federal laws.

Lease Financing The Authority may finance a capital asset by leasing it directly from the vendor or leasing company, with the lessor receiving a portion of each rental payment as tax-exempt interest.

Banks/Private Loans The Authority may borrow directly through a loan with a commercial bank, Letter of Credit, or Line of Credit with a commercial bank, State revolving loan program, or other governmental agency.

Other Obligations: There may be special circumstances when other forms of debt are appropriate and may be evaluated on a case-by-case basis. Such other forms include, but are not limited to, non-enterprise revenue bonds, bond anticipation notes, grant anticipation notes, tax and revenue anticipation notes, and judgment or settlement obligation bonds.

Debt Capacity The Authority will keep outstanding debt within the practical limits of the debt rating, debt service coverage ratio constraints and any other applicable law.

Debt Service Coverage The Authority shall maintain strict compliance with covenants regarding coverage of annual debt service by net revenues embodied in the terms of debt instruments. In addition, ~~the Authority~~ NVRTA intends to maintain an average debt service coverage ratio of 150%. This will support strong bond credit ratings and provide annual revenues to fund capital improvements.



Intergenerational Concerns The District will review debt issuance in light of the balance between funding capital improvements from current revenue and from long-term debt and the impact each debt financing has relative to intergenerational benefits.

Debt Service Fund The Authority should establish a debt service fund with minimum reserves of six-months of service payments.

Credit Quality The Authority will maintain the highest possible credit ratings for all categories of short and long-term debt. Except for certain instruments, NVT will not incur obligations that do not carry investment grade ratings. However, certain instruments, such as state loans or private placements, may not be rated.

Credit Enhancement The Authority should procure credit enhancement for a sale of bonds if the Executive Director, in consultation with the Financial Officer and Financial Advisor, determines that it is cost effective to do so. Credit enhancement may be bond insurance or bank letters of credit.

Senior/Subordinate Lien The Authority may utilize a senior/subordinate lien structure. The choice of lien will be determined based on such factors as overall cost of debt, impact on debt service, impact on water rates, marketing considerations and previous issuance bond documents. Senior debt has priority over subordinate debt. Subordinated debt is payable each year only after other debts with a higher claim have been satisfied.

Redemption Features & Refunding Policy To preserve flexibility and refinancing opportunities, any debt may generally be issued with provisions which enable ~~the Authority~~ NVT to retire the debt earlier or enable the refunding of the debt prior to maturity.

~~**Rating Agencies** NVT shall maintain its strong ratings through prudent financial management and consistent communications with the rating analysts.~~

General Debt Guidelines

Delegation of Authority: The Board of Directors will assigned duties to the Executive Director or designee for authorizing, managing, and coordinating activities related to the structure, issuance, and administration of any long-term and short-term debt instruments.

Point of Contact: The ~~Finance~~ Officer will be responsible for maintaining good communication with rating agencies, investors, other service providers, and the public regarding ~~the Authority~~ NVT's financial condition, and will enforce a policy of full disclosure.

Professional Assistance: The Finance Officer should periodically select service providers as necessary to meet legal requirements and minimize debt costs. Such services may include financial advisory, underwriting, trustee, verification agent, escrow agent, arbitrage consulting, special tax consulting, and bond counsel. To achieve appropriate



balance between service and cost, the Finance Officer is authorized to select such service providers through sole source selection or a competitive process.

Credit Ratings

Maintaining high credit ratings from the major rating agencies, such as Standard and Poor's (S&P), Fitch Ratings, and Moody's, is crucial in meeting NVT's goal of providing services to the citizens at the most economical cost. Higher ratings equate to reduced borrowing cost and greater financial flexibility particularly in unstable financial markets; consequently, maintaining or improving the credit rating(s) is a high priority.

NVT shall maintain on open dialog, communicate any significant events to the rating agencies and investors, and provide annual audited financial statements within prescribed deadlines.

NVT seeks to minimize financing costs by maintaining the highest possible credit ratings for all categories of short- and long-term debt that can be attained without compromising delivery of services and achievement of adopted policy objectives and goals. NVT recognizes that external economic, natural, or other events may, at times, affect the creditworthiness of its debt. Nevertheless, NVT is committed to ensuring that actions within its control are prudent.

7.2.5 PENSION AND OPEB LIABILITIES

This policy ensures an adequate and appropriate approach to the monitoring and payment of the Pension (CalPERS) unfunded liabilities and OPEB (Other Post-Employment Benefits) unfunded liabilities. The payment of pensions and OPEB unfunded liabilities is a priority for NVT and funding these liabilities is a prudent financial practice.

NVT shall prefund and remit to CalPERS the required amounts per the Annual Valuation Report issued by CalPERS each year and each pay period as required by CalPERS for Pension and OPEB liabilities.

NVT will pay the "Employer payment of unfunded liability" each year in one lump sum payment in July of each year in order to maximize the savings in interest charged by CalPERS, thereby, minimizing the required payment each year.

7.3 ASSET MANAGEMENT

7.3.1 FIXED ASSETS



This policy provides uniform guidelines for ~~the Authority~~NVT to acquire, capitalize, monitor and dispose of fixed assets. NVT should maintain a Fixed Asset Management System to record, control and report all assets.

The primary objectives should be to:

- Ensure assets are properly identified and recorded.
- Ensure assets are in a state of good repair.
- Safeguard assets against loss.

Disposable items Disposable items are purchases with a value of *less than \$10,000* that are intended for one time use, or that have an anticipated useful life of less than one year. These purchases should be recorded as an expense during the current financial year. Examples of disposable items are office supplies, small equipment, consumables, etc.

NVT is not mandated to record and track disposable or inventory items in the Fixed Asset Management System.

Inventory items Individual items transferred from the county or purchased directly with an individual value of *more than \$500 and less than \$10,000* and an anticipated useful life of more than one year, should be classified as inventory items.

An annual inventory is required. Per contractual agreement with purchase transportation provider, inventories will be maintained and physical inventories will be performed by purchase transportation provider. Physical inventories and up-to-date listings will once again be performed upon completion of contract.

Proprietary Software NVT uses a number of commercially available and custom computer software programs in its daily operations.

Computer software developers typically impose limitations regarding the use of their products through licensing agreements. It is the responsibility of the NVT to assure compliance with the license conditions of software products used by ~~the Authority~~NVT (e.g., limitations on the number of users, number of copies in circulation, etc.). NVT will keep all software related documentation, licenses, etc., with the contract.

Fixed Assets A fixed asset is any tangible asset purchased for use in the day-to-day operations of NVT from which an economic benefit will be derived over a period of time. Fixed Assets are defined as:

- Items purchased and owned with a value of \$10,000 per unit or more; and
- Not a component of a larger asset (i.e. engines on a bus), Component units should be expensed as a small equipment purchase.
- Anticipated useful life of more than one year should be capitalized (classified as fixed assets).
- Not a repair or maintenance action



- Land and other real property.

Examples of fixed assets are vehicles, security equipment/system, transit equipment/system, servers, etc.

The following information should be maintained in the Fixed Asset Management System:

- Description of the fixed asset.
- Date of acquisition.
- Value of the fixed asset (based on acquisition cost or appraisal value at time of transfer).
- Estimated useful life.
- Salvage value (if applicable).
- Current period depreciation expense (if applicable).
- Accumulated depreciation to date (if applicable).
- Remaining balance (net book value), if applicable.
- Federal grant(s) number funded by the assets.



Donated or Gifted Assets Contributed assets are defined as voluntary contributions of resources to a governmental entity by an unrelated person or entity. All contributed assets are to be valued at the fair-market value of the asset at the date of donation or gift, plus ancillary charges, if any. Contributed assets should be depreciated based on the asset class and useful life. The asset is to be recognized when the asset is received. To qualify as a capital asset, the fair-market value of the contributed asset must exceed NVTA's capitalization threshold for the applicable asset class.

Easements (Intangible Asset) An easement is defined as an interest in land owned by another individual or entity that entitles the easement holder to a specific limited use or enjoyment (right to use land). Easements are typically used to access another property. Land easements will be recorded with land and not depreciated. Right of ways will be recorded separately and depreciated over useful life. Only easements and right of ways with a cost greater than \$10,000 will be capitalized.

Capital Lease A capital lease is a lease that transfers substantially all the benefits and risks of ownership of property to NVTA at the end of the lease term. Leases which meet one of the four (4) requirements listed below are considered capital leases and should be accounted for as a capital asset if the cost of the property exceeds its class's capitalization threshold.

- **Ownership:** the lease transfers ownership of the property to the lessee by the end of the lease term.
- **Bargain Price Option:** the lease contains an option to purchase the lease property at a bargain price.
- **Estimated Economic Life:** the lease term is equal to or greater than 75% of the estimated economic life of the leased property
- **Fair Value:** the present value of rental and other minimum lease payments, excluding that portion of the payments representing executory costs, equals or exceeds 90% of the fair value of the leased property.

Identification Once the necessary information has been recorded in the Fixed Asset Management System, a unique identification number should be assigned to each fixed asset if possible

Responsibility for Fixed Assets All fixed assets must be assigned to a particular location.

NVTA should maintain a Record of Physical Inventory that lists the tagged assets assigned to it. A copy of the Record of Physical Inventory should also be maintained by the Financial Officer or another designated employee for control purposes.



Physical Inventory of Authority Assets ~~The Authority~~NVTA ~~should~~shall conduct a physical inventory of all Authority assets and equipment at the end of financial year. NVTA will provide documentation in the in the audited financial statements that the Agency has reconciled the results of its physical inventory with its equipment records according to the Uniform Guidance in 2 CFR 200.313(d)(2).

Transfer and Disposal of Inventory Items and Fixed Assets Over time, new assets or equipment may be acquired, obsolete items disposed of, or items may be transferred between locations. To protect the integrity of the Fixed Asset Management System, a record of Asset Transfer or Disposal should be used. Transfers and disposals of fixed assets with federal interests are further subject to FTA Grant Management Guidelines USC 5010.1C.

Disposal of Inventory Items and Fixed Assets Acceptable means of disposal for personal property.

- Sell personal property that is no longer needed for Authority use for fair market value.
- Trade surplus personal property with another government or public agency if the property received in return is needed for Authority use.
- Donate, sell at less than fair market value, or otherwise transfer personal property to another government or public Authority if ~~the Authority~~NVTA no longer needs the property for its own use.
- Dispose of personal property that is no longer needed for Authority use and that has **negligible or no economic value** in a manner deemed appropriate by NVTA.

The Board of Directors must approve the disposal of any capitalized asset. The Executive Director of designee may dispose of other property under NVTA's control.

An asset transfer/disposal release form should be prepared to record the disposal of the fixed asset or equipment.

Minimum information on disposition documentation will include but not limited to:

- Unique asset identification number
- Description of asset (for vehicles include the Department of Motor Vehicles ID number, the make and model)
- Date of transfer
- Date of acquisition
- Board memo and resolution number for acquisition and transfer or disposition.

Copies of the asset transfer/disposal form should be maintained by the Financial Officer and by the disposing unit or location.

The proceeds resulting from any disposal of Authority personal property should be deposited based on the Financial Officer's determination.



Notice of Disposal. NVRTA must publicize its intention to transfer or dispose of personal property. This must be accomplished at least one week prior to the transfer or disposal by placing a notice in at least one of the following:

- Up to two public places.
- On the website.
- If possible, in a newspaper of general circulation.

The notice of disposal requirement does not apply to property that is valued at less than \$10,000 or for transfers of property.

Depreciation Table for Capital Assets

ASSET	DEPRECIABLE LIFE
Buildings- New	40 years
Buildings- Used	10-20 years
Modular Buildings	10 years
Bus Shelters- Small (less than 15 feet in length)	5 years
Bus Shelter- Large (more than 15 feet in length)	5-10 years
Park and Rides*	10- 20 years
Other Facilities or land improvements (not stated above)*	5-20 years
Land	Not depreciated
Office furniture, fixtures, and equipment (not structural components. Data handling, equipment, servers, copiers (>\$10,000).*	5-10 years
Vehicles Cars- new	7 years
Vehicles Cars-used	3-5 years
Vans- (new)	7 years
Vans- (used)	3-5 years
Buses- medium or small duty or van cutaway	new 7 years
	used 5 years
Buses- large (new, over 30 passengers)	12 years
Buses- large (used, over 30 passengers)*	1-7 years
Trucks- heavy or light duty (under 13,000 lbs g.v.w.)- new	7 years
used	5 years
Bus radio, base stations, bus washer station*	3-5 years
	5-10 years
Equipment- engines, transmissions, filters	5 years
Fareboxes (new)	12 years
Fareboxes (used)	3 years
Maintenance garage items:	
Roller cabinets, portable tool stands, portable compressors, portable hoists, diagnostic equipment*	3-10 years
Lift trucks, engine and transmission stands, brake lathes*	3-8 years
Intangible Asset (easements, trademarks, patents)	5 years



*Depreciable life determined by Financial Officer	
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7.3.2 STATE OF GOOD REPAIR

State of Good Repair (SGR) is an initiative launched by the Federal Transit Administration (FTA) to maintain the nation’s bus and rail systems. FTA defines State of Good Repair as an effort that “includes sharing ideas on recapitalization and maintenance issues, asset management practices, and innovative financing strategies. It also includes issues related to measuring the condition of transit capital assets, prioritizing local transit re-investment decisions and preventive maintenance practices.”

SGR is a key priority at the NVTA and we are committed to ensuring **safe, reliable, cost-effective and responsive transit services.**

Achieving a SGR is incorporated in NVTA’s goals and objectives and includes developing a plan that:

- Reflects a **comprehensive understanding of the system** and its condition, and the strategic direction of the system.
- Supports the **enhancement of the transit service while maintaining the overall condition** of the basic infrastructure
- Prioritizes expenditures so that there is a **maximum return on investment**
- Supports the seamless **transition** of the system from one in a **start up mode, to one in a renewal mode**
- Ensuring current service levels are supported
- Maintaining a “state of good repair”
- Keeping maintenance practices current
- Evaluating asset replacement

7.3.3 TRANSIT MEDIA INVENTORY

This policy is used to provide guidelines and procedures regarding stewardship required for Transit pass inventory to assure that pass inventory is documented and properly recorded.

Custodianship duties and responsibilities. The Executive Director or Financial Officer may delegate the responsibility of maintaining proper accountability and control of the transit pass inventory. Specific responsibilities regarding Transit pass inventory are as follows:

- Know the location of all equipment in their inventory is reasonably secure from possible theft and other hazards. Report any changes in location to management. This is critical for proper stewardship and essential for insurance management purposes.



- Review and verify transit pass inventory on an annual basis by reporting on the status of transit pass inventory.
- Discourage theft and loss of property by keeping property in a secured location.

Inventory Control Duties and Responsibilities

1. Inventory Control receives a Transit Pass request report from the Transit Center on a regular basis. Personnel will review each purchase order to verify and approve items.
2. Inventory Control personnel will perform an annual physical inventory of Transit Passes and will submit a status report to the Finance Manager.
3. After completion of the transit pass inventory, personnel will report the findings to the Financial Officer for review and action if required. Inventory Control will report all missing property for investigation if not previously reported.
4. Missing Property: If property is discovered missing, an immediate request should be made of Finance Manager or Executive Director to have the loss investigated.

Procedures for Inventory Verification. Transit Passes will be inventoried at the end of the financial year. An updated copy of the transit pass inventory listing will be furnished to Financial Officer at the end of each financial year.

Security Measures Promptly report all missing or stolen equipment to Financial Officer and Executive Director. The transit pass inventory cabinets/safes should be locked at all times.

7.3.4 ALTERNATIVE FUELS AND FLEET REPLACEMENT

This policy attempts to achieve the following objectives:

- Ensure the current Vine Transit bus fleet and future acquisitions comply with California Air Resources Board (CARB) requirements to reduce greenhouse gas emissions.
- Be financially responsible by minimizing capital and operational expenses by considering life cycle economics when procuring vehicles

NVTA recognizes that fleet assets account for a significant contribution to overall greenhouse gas emissions (GHGs) and that these emissions can be reduced, along with vehicle fuel and maintenance costs through the purchase of alternatively-fueled vehicles. NVTA will make every effort to purchase and use the lowest emission vehicle or equipment item possible, while taking into account the life-cycle costs and the ability to support operations and services in a financially prudent manner.



7.4 GRANT MANAGEMENT

7.4.1 GRANT ACCOUNTING AND ADMINISTRATION

This policy establishes budget, cost allocation, and reporting requirements related to the administration of grants that are used to fund programs, projects and operations. NVTA will comply with all federal, state, regional and grantor regulations, rules and requirements that apply to the administration of grant funds.

Grant funds awarded by government, business and other organizations substantially benefit NVTA's ability to serve the public. At the same time, the acceptance of grant funds may also represent an area of risk to the agency. This is because money received through grants is provided for specific purposes and under conditions that apply to its use.

Grants are auditable. As such, NVTA must be able to identify the source and application of all grant funds. The agency must also prepare and submit periodic performance and financial reports regarding grant funded programs and projects.

Inattention to grant compliance requirements or inadequate controls can lead to problems including:

- Incorrect reporting regarding the time, effort and funds spent on grant-funded activities.
- Failure to report program income.
- The use of grant funds to pay for activities not related to the grant program or project.
- Improper accounting for overhead costs.
- Improper transfers of funds between programs.

Common weaknesses associated with grant compliance include:

- Lack of management controls due to outdated or nonexistent policies and procedures.
- Inadequate staff training and education.
- Inadequate systems associated with effort reporting, financial management, program income, etc.

Measures that have been shown to improve grant program compliance include:

- Keeping policies and procedures current with respect to changing statutes, regulations, and grant conditions.
- Establishing compliance as an institutional expectation and individual responsibility.
- Establishing an expectation of zero tolerance for noncompliance.
- Defining individual roles and responsibilities.
- Assigning oversight responsibilities.



Grant Requirements. The uniform administrative rules for federal grants and cooperative agreements and sub-awards to state and local governments are established in Title 28, Part 66 of the Code of Federal Regulations (CFR).

Various grant programs (federal, state, local, private foundation, corporate) may have other requirements associated with specific legislation or the rules of the grantor. The Authority is responsible for familiarizing itself and complying with the requirements of the grant agreements it enters into.

Grant Budgets

Budget Establishment. For each grant agreement that ~~the Authority~~NVT enters into, a distinct budget must be established at the appropriate level of the Budget Program Structure. The Authority financial management system must allow for the tracking of grant revenues and expenditures and facilitate the preparation of required financial and performance reports.

Budget Control. The Authority must be able to compare actual expenditures under each grant with budgeted amounts. Grant funds must be traceable to a level of expenditure that demonstrates the funds have not been used in ways that violate statutes, regulations, or conditions of the grant agreement.

Budget and Program Changes

1. Certain types of post-award changes to budgets and projects supported by grant funds should require the prior approval of the grantor.

2. Unless otherwise stated in a grant agreement or applicable regulations, ~~the Authority~~NVT must obtain prior approval whenever any of the following changes is anticipated:

- A revision that would result in the need for additional funding.
- Cumulative transfers among direct cost categories or among separately budgeted programs, projects, functions or activities that exceed the current total approved grant budget.
- Transfers of funds allotted for training allowances to other expense categories.

3. NVT must also obtain prior approval from the grantor whenever any of the following program-related changes is contemplated:

- Revision of the scope or objective of the project.
- Need to extend the grant period to make funds available for a longer time than originally planned.
- Changes in key program personnel where the grant agreement specifies such a notification.
- Obtaining the services of a third party to perform activities that are central to the purposes of the grant award (subcontracting or subgranting).



4. A request for approval of a change to the grant budget or program should be submitted to the grantor in the same format as the original grant application. The request should include a narrative justification for the proposed change.

Accounting and Administrative Requirements NVT must account for grant funds in accordance with applicable laws and the procedures established for expending and accounting for its own funds. Specific aspects of financial control and accounting procedures are discussed below.

Internal Control The Authority must effectively control and account for all grant-related cash, real and personal property, and other assets. These assets must be safeguarded and ~~the Authority~~NVT must assure that they are used only for authorized purposes.

Fund Identification This will allow grant transactions and resources to be accounted for as a separate entity, and facilitate grant monitoring, reporting and auditing.

Accounting Records NVT must maintain records that adequately identify the source and application of grant funds. The records must contain information about grant awards, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and income.

Accounting records must be supported by appropriate documentation that may include receipts, cancelled checks, employee time and attendance records, payroll records, etc.

Grant records will be retained according to the requirements established in *Record Retention*.

Allowable Costs Only costs that are determined to be reasonable, allowable, and allocable may be applied to grant programs. In determining whether specific costs may be applied to a grant program, ~~the Authority~~NVT should refer to the specific terms of the grant agreement. For federal grants, guidance is provided by the United States Office of Management and Budget in OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments* (available at www.whitehouse.gov/omb/circulars).

Direct and Indirect Costs Costs that are applied to grant budgets can be classified as either direct costs or indirect costs. There is no universal rule for classifying costs as direct or indirect. However, it is important to treat each cost item consistently as either direct or indirect.

Guidelines for determining direct and indirect costs are provided in the following paragraphs.

Direct costs are those that are specifically associated with a grant program or are incurred in the performance of grant-related activities. Direct costs that are typically applied to grants include:



- Employee compensation for time devoted and identified specifically to the performance of grant awards.
- The cost of materials acquired, consumed, or expended specifically for the purpose of grant awards.
- Equipment and other capital expenditures.
- Travel expenses incurred specifically to carry out grant awards.

Time spent on grant-funded activities should be documented on employee timesheets that indicate the employee's name, the specific grant program time is charged to, the dates on which time is charged, and the number of hours charged to the grant program each day if possible.

Indirect costs are those that are incurred for a common purpose that benefits more than one function, program, grant, contract or other activity; and are not readily assignable to the activities they benefit. Indirect costs are usually charged to grant programs through the use of an indirect cost rate.

The types of costs that may be classified as indirect costs cannot be specified for all situations. However, typical examples include:

- Authority central service costs.
- General administrative costs.
- Accounting and personnel services performed within ~~the Authority~~NVTA.
- Facility operations and maintenance costs.

To determine the indirect costs that may be applied to a specific grant; ~~the Authority~~NVTA may be required to submit an indirect cost rate proposal that serves as the basis for negotiation of the indirect cost rates that will be allowed under the grant. In some cases, ~~the Authority~~NVTA may apply predetermined rates that are based on ~~the Authority~~NVTA's estimated costs for a specific period, usually the financial year.

Availability of Funds Most grants specify a specific period of time during which grant funds are to be used. In these situations, ~~the Authority~~NVTA may only apply expenditures to the grant up to the end of the grant period, unless the grant specifically allows the carryover of unobligated balances.

The Authority must liquidate all obligations incurred under a grant within 90 days of the end of the grant period, unless otherwise specified in the grant agreement. This deadline may be extended at the grantor's discretion, upon ~~the Authority~~NVTA's request.

Income from Grant-Funded Programs NVTA may sometimes generate income from grant-funded programs or activities. Income may include fees for services performed by ~~the Authority~~NVTA, but it does not include fines, taxes, special assessments, or levies collected by ~~the Authority~~NVTA.

Income generated by grant programs should be deducted from total program costs.



Supplies and Equipment The Authority should use, manage and dispose of equipment acquired under a grant according to the procedures established.

Equipment acquired using grant funds should be used for the project or program for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds.

Minimum requirements for the management of equipment acquired using grant funds include:

- Records must be kept that include a description of the property, serial number or other identification, the source of the property, who holds title, the acquisition date, cost, percentage of grant participation in the cost, the location, use, and condition of the property. In addition, any information regarding the ultimate disposition of the property and the sale price.
- A physical inventory of the property must be taken and reconciled with property records at least once every three years.
- A control system must be in place to safeguard property and prevent loss, damage, or theft.
- Adequate maintenance procedures must be developed to keep property in good condition.
- Proper procedures must be followed to ensure the highest possible return when the sale of property is authorized. See *Fixed Asset Management*, for requirements pertaining to disposal of assets.

When equipment is no longer needed for a project or program, disposition will be made as follows:

- Equipment with a current value of less than \$10,000 may be retained, sold or otherwise disposed of with no further obligation to the grantor.
- Equipment with a current value greater than \$10,000 may be retained or sold. The grantor should have a right (which it may waive) to an amount calculated by multiplying the current market value or proceeds from the sale by the grantor's share of the equipment.

If there is a residual inventory of unused supplies that exceeds \$10,000 in total fair market value at the end of the grant period, and if the supplies are not needed for any other grant-funded program or project, ~~the Authority~~NVTA should compensate the grantor for its share of the value of the unused supplies, unless the grantor waives its right to compensation.

Procurement When procuring goods and services under a grant, ~~the Authority~~NVTA will follow the same policies and procedures it uses for procurements using non-grant funds (see *Procurement Manual*).

Reporting Requirements The Authority is responsible for monitoring the activities of grant-funded operations to assure compliance with federal, state, region, and grantor-



specific requirements and performance goals. The Authority must make periodic reports to the grantor regarding grant program performance and financial status.

In cases where ~~the Authority~~ NVTA is a direct recipient of a grant awarded to the MTC, ~~the Authority~~ NVTA must submit reports to the MTC, which in turn reports to the grantor. In some cases, ~~the Authority~~ NVTA reports to both the grantor and recipient.

Upon written request, ~~the Authority~~ NVTA should provide information regarding any and all grant funds and programs to MTC. The information requested may include, but is not limited to, performance and financial reports prepared for federal, state, local, and private grants.

The following sections on performance and financial reporting generally pertain to federal grants. Pass-through grants or reimbursement grants received from the Judicial Council, or grants received from other sources may have different reporting requirements. It is ~~the Authority~~ NVTA's responsibility to familiarize itself and comply with the reporting requirements of any grant it receives to avoid the discontinuation of funds needed for Authority programs.

Performance Reporting NVTA may be required to submit performance reports related to grant funds as required by the terms of their grant agreements. For federal grants, ~~the Authority~~ NVTA will submit quarterly performance reports unless the grantor requires monthly or annual reports.

Annual reports should be submitted no later than 90 days after the end of the grant year, or as specified in the grant agreement. Quarterly or semi-annual reports should be submitted no later than 30 days after the reporting period. At its discretion, the grantor may extend the deadline for report submittal upon ~~the Authority~~ NVTA's request. The grantor may also waive any performance reports when it is not needed.

For each grant, performance reports should contain brief information regarding the following:

- A comparison of actual accomplishments to the objectives established for the reporting period. Results should be quantified wherever possible.
- If established objectives were not met, the reasons for underperformance.
- Pertinent information including, but not limited to, analysis and explanation of any cost overruns.

If significant developments that impact ~~the Authority~~ NVTA's grant performance occur between reporting dates, ~~the Authority~~ NVTA must inform the grantor as soon as possible. Significant developments include:

- Problems, delays, or adverse conditions that will materially impair ~~the Authority~~ NVTA's ability to meet grant objectives. Disclosure to the grantor must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.



- Favorable developments that will enable ~~the Authority~~ NVTA to meet time schedules and objectives sooner or at a lower cost than anticipated, or that produce more benefits than originally envisioned.

Financial Reporting Accurate, current and complete disclosure of the financial results of grant-related activities must be made according to the reporting requirements of each grant.

Financial information should be reported on a cash or accrual basis, as required by the grantor (~~the Authority~~ NVTA operates on the modified accrual basis). If the grantor requires financial reporting on an accrual basis, ~~the Authority~~ NVTA should not be required to convert its accounting system. Rather, the financial reporting information should be developed through an analysis of available information.

The Authority should submit annual financial reports unless the grantor requires quarterly or semi-annual reports. Financial reports should not be required more frequently than quarterly, unless otherwise specified in the grant agreement.

Annual reports should be submitted no later than 90 days after the end of the grant year. Quarterly or semi-annual reports should be submitted no later than 30 days after the reporting period, unless otherwise noted. At its discretion, the grantor may extend the deadline for report submittal upon ~~the Authority~~ NVTA's request. The grantor may also waive any financial report when it is not needed.

Required Forms for Federal Grant Financial Reports Federal regulations (28 CFR Part 66.41) require the submittal of financial information on specific forms (available at www.whitehouse.gov/omb/grants/#forms) for grants made by federal agencies.

Submittal of reports is required no later than 30 days after the end of the quarter. However, the federal Authority making the grant may require the report to be submitted earlier.

Grant Termination and Enforcement If NVTA fails to comply with any term of a grant award, whether the term is stated in a federal regulation, State plan or application, grant agreement, notice of award, or elsewhere, the grantor may take the following actions, as appropriate to the circumstances:

- Withhold cash payments pending correction of the issue.
- Disallow all or part of the cost of the activity that is not in compliance.
- Suspend or terminate the grant award in whole or in part.
- Take other remedies that may be legally available.

In the event the grantor takes action due to perceived noncompliance with the grant conditions by ~~the Authority~~ NVTA, ~~the Authority~~ NVTA should have the opportunity to a hearing, appeal, or other administrative process that may be established under applicable statutes, regulations, or grant conditions.



Grant awards may be terminated for convenience in whole or in part under the following conditions:

- By the grantor with the consent of ~~the Authority~~ NVTA, in which case the parties should agree to the termination conditions including the effective date and the portion to be terminated, if applicable.
- By ~~the Authority~~ NVTA upon written notice to the grantor, setting forth the reasons for the termination, the effective date, and the portion to be terminated, if applicable. However, in the case of a partial termination, if the grantor determines that the remaining portion of the grant will not accomplish the purposes for which the grant was made, the grantor may terminate the grant in its entirety.

Grant Closeout. Within 90 days of the expiration or termination of a grant (or as specified in the grant agreement), ~~the Authority~~ NVTA should submit all financial, performance and other reports that may be required as conditions of the grant. For federally funded grants these reports may include, but are not limited to:

- Final performance or progress report.
- Financial Status Report.
- Final request for payment.

The grantor may make upward or downward adjustments to the allowable costs within 90 days of receipt of ~~the Authority~~ NVTA's final report (or within the period specified in the grant agreement). The grantor will also promptly pay ~~the Authority~~ NVTA for any final allowable costs.

7.4.2 GRANT MANAGEMENT

The purpose of this policy is to:

- 1) Outline management of federal and non-federal grants and to ensure compliance with local, state and federal rules and regulations.
- 2) Monitor and ensure compliance with applicable local, state, and federal guidelines/regulations.
- 3) Provide project status reporting information to grantors and internal project managers.
- 4) Ensure that NVTA's financial commitments made with local, state, and federal grantors are fulfilled.



5) Conform to priorities established by MTC's Regional Transportation Plan and Transportation Improvement Program, and NVTA's Short Range Transit Plan and capital budget.

The first section of this document is an overall guide to FTA grant and project management. The next section of this document is about Program Management and Third Party Oversight. The last section will focus on sub-recipient monitoring of federal grants.

The Finance Department is responsible for managing and administering local, state, and federal grants for all Authority departments. Responsibility for these functions is assigned to the Grants Manager, who will be responsible for the management, administration and reporting on grants and reimbursable revenue in an effective and timely manner.

All grant applications are completed in coordination with the intended project manager, approved by the Executive Director prior to requesting Board authorization to submit grant applications.

Goals

NVTA's grant administration function strives to ensure the following goals, that:

- NVTA is fully compliant with requirements and regulations of grant agreements.
- Grant records are accurate, current and documented with a thorough audit trail.
- Project managers receive accurate and timely information on expenditures and remaining fund balances.
- The use of available funding sources is maximized to fund improved transportation services to customers.

Management of Federal Grant Programs

In accordance with Federal Transit Administration Circular 5010.1C, "Grant Management Guidelines", NVTA is required to:

- Provide continuous administrative and management direction of project operations.
- Provide, directly or by contract, adequate technical inspection and supervision by qualified professionals of all work in progress.
- Assure conformity to grant agreements, applicable statutes, codes, ordinances, and safety standards.
- Maintain the project work schedule agreed to by FTA and the grantee and constantly monitor grant activities to assure that schedules are met and other performance goals are being achieved.
- Keep expenditures within the latest approved project budget.
- Assure compliance with FTA requirements on the part of agencies, consultants, contractors, and subcontractors working under approved third party contracts or inter-Authority agreements.



- Request and withdraw Federal cash only in amounts and at times as needed to make payments that are immediately due and payable.
- Account for project property and maintain property inventory records that contain all the elements required.
- Arrange for an annual independent organization-wide audit in accordance with Uniform Guidance, "Audits of States, Local Governments, and Non-Profit Organizations."
- Prepare and submit force account and cost allocation plans prior to incurring costs if seeking reimbursement for these costs. Update and retain these approved documents for FTA upon request and during Triennial Review.
- FTA requires reports, once submitted and approved by FTA, to be updated and retained by the grantee for availability during the Triennial Review process.

The NVTA's role in terms of each of these requirements is as follows:

- Provide continuous administrative and management direction of project operations.

A project manager will be assigned to every FTA funded project or contract. This may be internal staff or it may be a hired consultant who will ensure that the FTA requirements are met. At the start of every project a progress meeting and report schedule will be developed. The frequency of the meetings and type of reporting required will vary based on the type of project.

- Provide, directly or by contract, adequate technical inspection and supervision by qualified professionals of all work in progress.

Based on a combination of FTA requirements and the nature of the project, the assigned project manager will determine what types of inspections are required for each capital or planning project.

- Assure conformity to grant agreements, applicable statutes, codes, ordinances, and safety standards.

NVTA will conform to the requirements listed within grant agreements and other applicable statutes, codes ordinances or safety standards.

- Maintain the project work schedule agreed to by FTA and the grantee and constantly monitor grant activities to assure that schedules are met and other performance goals are being achieved.

NVTA will:

- Create a schedule for each project.



- Have sufficient meetings with contractors or require sufficient reports from contractors to ensure that projects stay on schedule or that delays are appropriate and understood.
- Assure FTA that progress is being made on each project funded by FTA by completing the required Financial Status Reports and Milestone Reports.

Currently, NVTA completes these reports on a quarterly basis. The milestone reports will contain the following information:

- Address each activity line item within the approved grant unless FTA advises otherwise.
- Include a discussion of all budget or schedule changes.
- For each milestone, include original estimated completion date, revised estimated completion date, and the actual completion date if applicable.
- Provide the dates of expected or actual requests for bid, delivery, etc.
- Provide a narrative description of projects, status, specification preparation, bid solicitation, resolution of protests, and contract awards.
- Analyze significant project cost variances. Completion and acceptance of equipment and construction or other work should be discussed, together with a breakout of the costs incurred and those costs required to complete the project. Use quantitative measures, such as hours worked, sections completed or units delivered.
- Include reasons why any scheduled milestones or completion dates were not met, identifying problem areas and discussing how the problems will be solved. Discuss the expected impacts of delays and the steps planned to minimize these impacts.
- Provide a list of all outstanding claims exceeding \$100,000, and all claims settled during the reporting period. This list should be accompanied by a brief description, estimated costs, and the reasons for the claims.
- Include a list of all change orders and amounts exceeding \$100,000, pending or settled, during the reporting period. This list should be accompanied by a brief description.
- Keep expenditures within the latest approved project budget.

NVTA will work to expedite projects so that they can be completed within budget. However, there are cost increases that are unforeseeable. NVTA will proceed in the best manner possible to complete the project within budget and will inform FTA immediately of any project difficulty in completing the project within budget.

- Assure compliance with FTA requirements on the part of agencies, consultants, contractors, and subcontractors working under approved third party contracts or inter-Authority agreements.

NVTA has developed a Third Party Oversight Guide as part of its overall FTA grant management guide. The Third Party Oversight Guide literally provides a guide to NVTA



in monitoring third party contracts to ensure that FTA funded projects meet FTA requirements. The Third Party Oversight Guide can be found in this document.

- Request and withdraw Federal cash only in amounts and at times as needed to make payments that are immediately due and payable.

NVTA will only process FTA ECHO (electronic clearing house) draw downs after the contractor has been paid for services or within three days of payment for work completed.

- Account for project property and maintain property inventory records that contain all the elements required.

NVTA will do an on-site inventory of all vehicles and equipment every year. NVTA has also developed a Vehicle/Facilities/Equipment Maintenance Guide to facilitate oversight of maintenance of FTA funded equipment/property. See Third Party Oversight, which is part of this overall NVTA FTA Grant Management Guide.

- Arrange for an annual independent organization-wide audit in accordance with Uniform Guidance, "Audits of States, Local Governments, and Non-Profit Organizations."

NVTA has an independent auditor prepare an independent audit annually in accordance with Uniform Guidance.

- Prepare and submit force account and cost allocation plans prior to incurring costs if seeking reimbursement for these costs. Update and retain these approved documents for FTA upon request and during Triennial Review.

Currently, NVTA only charges FTA grants for direct costs. However, if NVTA takes on larger capital projects in the future and intends to request reimbursement for overhead costs, it will create a cost allocation plan that complies with FTA requirements and will submit the plan to FTA for review. That Cost allocation plan will become part of this NVTA FTA Grant Management Guide

- FTA requires reports, once submitted and approved by FTA, to be updated and retained by the grantee for availability during the Triennial Review process.

NVTA will maintain files of all required reports submitted to FTA. These files will be made available to the FTA when requested.

Formula Grants NVTA must implement the Urbanized Area Formula Grant Program of Projects in accordance with the grant application, Master Agreement, and all applicable laws and regulations, using sound management practices.

Funding levels to Urbanized Areas (UA) are generated by formulas based on revenue factors and population information.



49 U.S.C. 5307 - available to urbanized areas (UA) for transit capital and certain categories of operating assistance (ADA assistance and Preventive Maintenance) in urbanized areas and for transportation-related planning. The Metropolitan Transportation Commission (MTC) is the designated recipient for the 12 UAs in the San Francisco Bay Area and distributes revenues to eligible recipients based on replacement need. VINE Transit's service area is contained within the Napa and Vallejo small UA's and revenues are distributed to NVRTA with a small portion coming from the Vallejo UA. Consequently, the revenues are only sufficient for transit operations.

49 U.S.C. 5310, Transportation for Elderly and Persons with Disabilities. This capital grants funding program was established by the Federal Transit Administration (FTA Section 5310) for meeting the transportation needs of elderly persons and persons with disabilities in areas where public mass transportation services are otherwise unavailable, insufficient, or inappropriate. It allows for the procurement of accessible vans and busses; communication equipment; and computer hardware and software for eligible applicants. Private nonprofit corporations or public agencies where no private nonprofits are readily available to provide the proposed service or that have been approved by the State of California to coordinate services for elderly persons and persons with disabilities.

49 U.S.C. 5311 and 5311(f), Rural Transit and Intercity Bus. Section 5311 is a non-urbanized area formula funding program authorized by 49 United States Code (U.S.C) Section 5311. This federal grant program provides funding for public transit in non-urbanized areas with a population under 50,000 as designated by the Bureau of the Census. FTA apportions funds to governors of each State annually. The California State Department of Transportation (Department) Division of Mass Transportation (DMT) is the delegated grantee.

49 U.S.C. 5339, Bus and Bus Facilities. The Program provides capital funding to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities. FTA apportions a discretionary component and a small urban (population 50,000 to 199,999) formula component to governors of each State annually. The California State Department of Transportation, Division of Mass Transportation (DMT) has been delegated the designated recipient responsibilities by the Governor and is the direct recipient for these funds. DMT administers these funding components to eligible sub-recipients which include: public agencies and private nonprofit organizations engaged in public transportation.

Federal Highway Administration Funds Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Improvement (CMAQ) Program. MTC is the designated recipient for the San Francisco Bay Area's funds and flexes a portion of the funds for transit rehabilitation and expansion projects. To access the funds, ~~the Authority~~ NVRTA transfers the funds from FHWA to FTA through with Caltrans and then puts them into our STP/CMAQ grant. A portion of these revenues are distributed for Bike and Pedestrian purposes and are managed by the CMAs. STP funds Surface Program funds are Federal Highway Administration (FHWA) that are eligible for highway and transit capital projects.



CMAQ funds are Federal Highway Administration (FHWA) that are used to support transportation projects in air quality non-attainment areas. A CMAQ project must contribute to the attainment of the national ambient air quality standards by reducing pollutant emissions from transportation sources.

Regional Planning, Programming, and Monitoring (PPM) funds. Passage of Assembly Bill 2538 allows all counties to program up to 5% of their county share to Planning, Programming, and Monitoring (PPM) purposes in the State Transportation Improvement Program (STIP). As agreed with the CMAs, MTC will program a portion of each county's PPM for regional PPM activities each year.

Transportation, Community, and System Preservation (TCSP). The Transportation, Community, and System Preservation (TCSP) Program provides funding for a comprehensive initiative including planning grants, implementation grants, and research to investigate and address the relationships among transportation, community, and system preservation plans and practices and identify private sector-based initiatives to improve those relationships.

TCSP Program discretionary grants plan and implement strategies which improve the efficiency of the transportation system, reduce environmental impacts of transportation, reduce the need for costly future public infrastructure investments, ensure efficient access to jobs, services and centers of trade, and examine development patterns and identify strategies to encourage private sector development patterns which achieve these goals.

State Revenues Transportation Development Act (TDA). The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourages regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding for allocation to transit and non-transit related projects that comply with regional transportation plans.

The TDA provides two funding sources:

- Local Transportation Fund (LTF), which is derived from a ¼ cent of the general sales tax collected within the county.
- State Transit Assistance fund (STA), which is derived from the statewide sales tax on gasoline and diesel fuel.

TDA funds are administered through the Regional Transportation Planning Authority (RTPA), which for the San Francisco Bay Area is MTC. TDA and STA can be used for eligible transit capital and operating purposes but ~~the~~ AuthorityNVRTA primarily uses these revenues to support operations. A portion of these funds are used to subsidize lower transit fares for seniors and persons with disabilities.

The funds are also used for the capital and operating costs for providing complementary paratransit service as required by the Americans with Disabilities Act (ADA).



State Transportation Improvement Program (STIP) funds. This program includes the Interregional Transportation Improvement Program (ITIP) and the Regional Transportation Improvement Program (RTIP). MTC is the designated recipient of the region's RTIP funds but delegates programming authority to the region's county Congestion Management Agencies (CMA). The California Transportation Commission has the ultimate authority of approving projects and allocating revenues. Caltrans staff administers the program grants. The ITIP is managed by CTC staff and Caltrans and ~~the~~ **Authority NVTa** is not eligible for these funds.

In the past, the State also allocated a portion of its federal funds. Projects funded with federal funds are transferred to FTA and put in a STP/CMAQ grant.

State Local Partnership Program (LPP) funds. The formula and administering Authority has not been determined by the State legislature. The region is currently advocating for an "all voter approved" revenue formula. The Authority would receive revenues based on its property and parcel taxes and would also be eligible for bridge toll and county measure matching revenues. The revenues are eligible for transportation capital projects.

Regional Measure 2 – Bay Area voters approved the third dollar on the bridge which generated revenues for transit improvement projects in vicinity of the State owned bridge corridors. The Authority receives annual operating revenues for express bus service to the El Cerrito BART station. The Authority also receives revenues for capital improvements, and marketing if available.

Transportation Funds for Clean Air (TFCA). These funds are generated from a motor vehicle fee in the San Francisco Air Basin and are administered by the Bay Area Air Quality Management Authority (BAAQMD). Eligible projects include projects that reduce emissions with a cost effectiveness of \$90,000 per ton of emissions saved. BAAQMD administers the regional program and the county programs are managed by the CMAs.

Terms The terms of a grant, including funding levels, funding restrictions and local match requirements should be clearly stated in the Request for Proposals (RFP) and/or funding agreement.

Generally the terms of the grant include a dollar amount but can specify a percentage contribution based on final project costs.

Most grants require a local match that ensures the grantee's participation in the cost and implies the grantee's commitment to the project.

Coordination NVTa grant administration function is divided between multiple departments including Planning, Finance, and Transit Project management and grant administration may also be a shared responsibility between any one of Napa's jurisdictions or non-profit agencies. Grant development and administration is performed by the Finance Department, in conjunction with the project manager. Grant accounting



is performed by the Finance Department. Communication between Finance and the project manager is critical to ensure the accurate performance of the grant administration function. Note: all approvals, disapprovals and concurrences required as part of these policies and procedures should be obtained in writing.

The Project Manager and Financial Manager should coordinate their respective job functions from the earliest stage of project development, including the development of the Short Range Transportation Program (S RTP) and ~~the Authority~~ NVTA's annual capital budget.

7.4.3 GRANT REIMBURSEMENTS FROM CALTRANS

Caltrans funded projects will be billed to Caltrans after incurring the cost and the sub-recipient has been paid. Additionally, third party contractor for the general ledger will customize the project costing module to include an "Activity ID" level to link the payroll reports to the accounting system.

7.4.43 PROJECT MANAGEMENT

Overview FTA grantees are required to have a formal Project Management Plan for all major capital projects. The plan must provide for a detailed project management strategy to control the project budget, schedule and quality. The plan must address change orders, document control, and materials testing policies and procedures.

A major capital project is defined as a project that: involves the construction, extension, rehabilitation, or modernization of fixed guide way or New Starts project with a total project cost in excess of \$100 million; or the Administrator determines it to be a major capital project based on criteria in 49 CFR Part 633.

This document is not meant to satisfy the requirement for a formal Project Management Plan for all major capital projects. This document is meant to be a project management guide for smaller capital and planning projects. Should NVTA require a formal Project Management Plan, NVTA will prepare one for FTA approval.

~~According to the FTA triennial review workshop of 2005,~~ FTA grantees with smaller capital projects should have a mechanism for technical oversight of the project. Regular meetings should be held to review project status. Many grantees that do not have the technical expertise to manage large projects hire an architectural/engineering consultant to serve as project manager. The transit system's own maintenance and operations directors typically oversee the inspection and acceptance of rolling stock, sometimes with consultant support.

The NVTA will adhere to the basics of the following process in managing FTA funded projects:



Organizational Chart A project manager will be assigned to every FTA funded project, study or contract. Depending on the scope of the project, the NVTA internal project may either manage the project him/herself or may hire a consultant as a project manager. Either way the project manager will ensure that FTA requirements are met. The project manager will determine how, when and where staff resources will be allocated to meet the needs of the project.

Budget NVTA will establish a project budget for each NVTA project covering any and all authorized expenditures for the project.

Schedule NVTA will establish a project schedule or timeline for each FTA funded project.

Document Control Procedure/ Record Keeping NVTA will provide and/or retain appropriate records based on Federal, State and Local requirements.

Change Order Procedures and Documentation

NVTA will fully document any change order requests and will follow the procurement manual procedures for examining and approving or rejecting a change order request.

Quality Control NVTA will assure quality control by inspecting work in progress and final product or by hiring a consultant to inspect work in progress and final product.

Internal Plan At the start of every project a progress meeting and report schedule will be developed. The frequency of the meetings and type of reporting required will vary.

Reporting Requirements

A report will be generated for each project based on these meetings and attached into the TrAMS program under milestones in project management. The report will include:

- A brief description of progress;
- Status – whether or not the project is within budget, percentage of work completed and expected completion date;
- Products.

The FTA milestone reports must include the following information:

- Address each activity line item within the approved grant unless FTA advises otherwise.
- Include a discussion of all budget or schedule changes.
- For each milestone, include original estimated completion date, revised estimated completion date, and the actual completion date if applicable.
- Provide the dates of expected or actual requests for bid, delivery, etc.
- Provide a narrative description of projects, status, specification preparation, bid solicitation, resolution of protests, and contract awards.



- Analyze significant project cost variances. Completion and acceptance of equipment and construction or other work should be discussed, together with a breakout of the costs incurred and those costs required to complete the project. Use quantitative measures, such as hours worked, sections completed or units delivered.
- Include reasons why any scheduled milestones or completion dates were not met, identifying problem areas and discussing how the problems will be solved. Discuss the expected impacts of delays and the steps planned to minimize these impacts.
- Provide a list of all outstanding claims exceeding \$100,000, and all claims settled during the reporting period. This list should be accompanied by a brief description, estimated costs, and the reasons for the claims.
- Include a list of all change orders and amounts exceeding \$100,000, pending or settled, during the reporting period. This list should be accompanied by a brief description

Periodic Updates of the Project Schedule or Budget As part of the internal plan NVTA will review project progress, schedule and budget throughout the project. The schedule and/or budget will be continuously reviewed and updated.

Project Close Out Once a project has been completed and final payments have been made to the contractor for completion of the project. NVTA should close out the grant within the FTA TrAMS Web system within 120 days of making the final payment to the contractor.

7.4.4 THIRD PARTY OVERSIGHT

The purpose of this policy is to outline the role of NVTA, related to the oversight of third party contracting and to ensure compliance with Federal Transit Administration (FTA) requirements.

It is the NVTA's role to monitor the activities of third party contractors as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations and the provisions of contracts or grant agreements and that contract performance goals are achieved.

Under the direction and supervision of the Executive Director, the necessary oversight to meet federal compliance will be completed and properly documented.

The Financial Officer will provide general oversight for all FTA programs.

(Operational) Third Party Oversight The Transit Manager will provide third party oversight for the transit operations and capital related requirements which include:

1. Accessibility/ADA



2. Safety & Security
3. EEO
4. Maintenance
5. School Bus Services
6. Charter Services
7. Drug and Alcohol Testing
8. Satisfactory Continuing Control

Oversight includes ensuring that site reviews are conducted and that forms are completed in a timely manner. The Transit Manager will review the frequency and the format of each review with the Contractor, the Senior Transit Planner and the Transit Program Assistant annually to ensure that compliance is being maintained with FTA requirements.

Financial (Contracting & Procurement) Third Party Oversight The Financial Officer will provide oversight for contracting and procurement related requirements which include: Financial Management

9. Procurement and Contracting
10. Civil Rights
11. Buy America
12. Suspension and Debarment
13. Lobbying
14. Equipment Compliance Certification
15. Disadvantaged Business Enterprise

All contracts and procurements requiring a request for proposal or bid must be approved by the Finance Officer. Oversight includes ensuring that certifications are received, forms are completed and required reviews are conducted in a timely manner. The Finance Manager will provide oversight in any and all aspects of third party compliance and to carry out third party oversight compliance in the place of the Transit Manager if s/he is not available to do so.

The ~~Procurement and Contract Specialist~~Contract Administrator will assist the ~~Finance Manager~~Director of Finance by performing third party DBE audits for smaller projects to ensure that commitments made in the original bid or proposal to include DBE vendors are carried out.

FTA Required Areas of Third Party Oversight

Accessibility

The Americans with Disabilities Act of 1990 (ADA) requires that persons with disabilities receive the same level of service from a transportation system as a non-disabled person. Services that are "separate but equal" are **not acceptable** (i.e., all wheel chairs on one bus and everyone else on another bus).



Basic Requirement – Fixed Route Systems: Public operators of fixed route systems open to the general public are required to provide complementary paratransit or other special service to persons with disabilities that are comparable to the level of service provided to individuals without disabilities who use the fixed route system. All vehicles purchased must be ADA accessible unless a waiver has been obtained from FTA.

Basic Requirement – Demand Response Systems: Operators of demand response services must conform to “equivalent service” requirements. All vehicles purchased must be ADA accessible unless ~~the Authority~~ NVTA certifies that equivalent service is provided. Comparable or “equivalent service” includes: response time, fares, geographic area of service, hours and days of service, availability of information, reservations capability, constraints on capacity or service availability, and restrictions priorities based on trip purpose.

NVTA’s Role in Monitoring Third Party Contracts: Ensure compliance with this requirement, if applicable. This is the primary responsibility of the Transit Manager and the Senior Transit Planner, in coordination with the Finance Manager.

Safety and Security

FTA grantees of Urbanized Area Formula Grant Program funds must annually certify that it is spending one percent of such funds for transit security projects or that such expenditures for security systems are not necessary.

The goal of the FTA’s Safety and Security Program is to achieve the highest practical level of safety and security in all modes of transit. To this end, FTA continuously promotes the awareness of safety and security concepts and practices. In addition, FTA develops guidelines that transit systems can apply in the design of their procedures and by which to compare local actions.

NVTA’s Role in Monitoring Third Party Contracts: Ensure that the third party contractors are providing safety training, security management and emergency management plans. Compliance with this requirement is managed by the Transit Manager.

Equal Employment Opportunity (EEO)

The grantee must ensure that no person in the United States should on the ground of race, color, creed, national origin, sex, age or disability be excluded from participating in or denied the benefits of, or be subject to discrimination the employment under any project, program, or activity receiving federal financial assistance from the federal transit laws.

NVTA’s Role in Monitoring Third Party Contracts: NVTA subjects all contractors to meet EEO and Title 6. Responsibility for the EEO/Title VI program falls under the Human Resources or Administrative Manager.

Maintenance Procedures



FTA grantees must keep federally funded equipment and facilities in operating order. Third-party contractors must have policies and procedures to maintain vehicles. They must maintain in operative condition those features of facilities and vehicles that are required to make the vehicles and facilities readily accessible. ADA accessibility features must be repaired promptly if they are damaged or out of order. Contractors must establish a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative, which will be systematically checked for compliance.

NVTA's Role in Monitoring Third Party Contracts: NVTA has established a Vehicle/Facilities/Equipment Oversight Procedure Document. Maintenance compliance is the responsibility of the Transit Manager.

School Bus Services FTA grantees and their contractors cannot engage in school bus operations (providing vehicles or facilities) exclusively for the transportation of students and school personnel in competition with private school bus operators. In no case can federally funded equipment or facilities be used to provide exclusive school bus service.

This prohibition does not apply to school "tripper service." Tripper service is defined as regularly scheduled mass transportation service open to the public, which is designed or modified to accommodate the needs of school students and personnel. Such service must be open to the public, must serve regular transit stops, and must be delineated on route schedules and maps. Vehicles may not display a "school" sign.

NVTA's Role in Monitoring Third Party Contracts: Document conversation on compliance with this regulation, if applicable. School Bus Service compliance is the responsibility of the Transit Manager.

Charter Services FTA grantees and their contractors, are prohibited from using Federally-funded equipment or facilities to provide charter service, except on an incidental basis; and then, only when one or more of the seven exceptions set forth in the charter service regulation in 49 CFR Section 604.9 (b) apply. Other conditions include recovering the fully allocated cost of the service and putting the revenues earned back into your transportation program.

Charter services is defined as transportation using buses or vans or facilities, funded with FTA grants, which are provided to a group of persons who because of common purpose, have acquired exclusive use of the vehicle or service. The group operates under a single contract, at a fixed charge for the vehicle or service; and the group travels together under an itinerary either specified in advance or modified after the trip begins.

NVTA's Role in Monitoring Third Party Contracts: Document conversation on compliance with this regulation, if applicable. Oversight of charter services compliance is the responsibility of the Transit Manager.



Drug and Alcohol Testing FTA funds under Capital Grant, Urbanized Area Formula Grant, or Non-Urbanized Area Formula Grant Programs must have a drug and alcohol testing program in place for all safety sensitive staff.

The FTA-mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA). Please review 49 CFR Part 40 "Procedures for Transportation Workplace Drug Testing Programs" and 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."

If a grantee uses a contract service provider or maintenance provider to perform safety sensitive functions, the contractor is subject to the provisions of these regulations. For transit agencies that use volunteer drivers, the volunteers are not subject to testing.

NVTA's Role in Monitoring Third Party Contracts: NVTA has established a Drug and Alcohol Program Oversight Procedure Document. Drug and Alcohol Program compliance is the responsibility of the Transit Manager.

Satisfactory Continuing Control The Grantee must maintain control over real property, facilities, and equipment and ensure that they are used in transit services

NVTA's Role in Monitoring Third Party Contracts: Ensure that vehicles, equipment and transit facilities are used in accordance with FTA requirements. Compliance with this requirement is the responsibility of the Transit Manager.

Financial Management The Federal requirements for managing Federal funds are in OMB Circular A-87, OMB Circular A-110 and Uniform Guidance. Where there are conflicts between state and Federal law, the most restrictive law takes precedence.

FTA grantees must have legal, managerial, financial and technical capability to carry out Federal Transit Administration (FTA) programs and to receive and disburse Federal funds. Financial systems must be sufficient to prepare reports and track grant funds.

NVTA's Role in Monitoring Third Party Contracts: Ensure that the third party contractors can meet requirements. A site visit to new contractors may be necessary. In most cases a documented phone interview or a review of financial references is sufficient. This is conducted by the Finance Manager.

Procurement and Contracting FTA grantees will use their own procurement procedures that reflect applicable state and local laws and regulations, provided that the process ensures competitive procurement and that the procedures conform to applicable federal law including 49 CFR Part 18, specifically Section 18.36 and FTA C 4220.1E, "Third Party Contracting Requirements." Grantees will maintain a contract administration system that ensures that contractors perform in accordance with terms conditions, and specifications of their contracts or purchase orders.

Recipients must comply with five FTA requirements:

1. Provide full and open competition;



2. Exclude in-state or local preference;
3. Include federally required clauses in all contracts
4. Obtain FTA approval on contracts with a duration of more than five years;
5. Use Brooks Act procedures for architectural and engineering procurements

NVTA's Role in Monitoring Third Party Contracts: To the extent that the subgrantee contracts with third parties, the subgrantee is required to include in their contracts the clauses required by Federal Statutes and Executive Orders and their implementing instructions. It is the Financial Manager's role to collect and review these contracts for proper Federal clauses. Necessary certifications must be on file before award of contract. Further, NVTA must follow its own procurement policy when conducting any procurement.

Civil Rights FTA grantees must ensure that no person in the United States, on the grounds of race, color, creed, national origin, sex, age, or disability be excluded from participating in, denied the benefits of, or be subject to discrimination under any project, program or activity funded in whole or in part with FTA funds.

A civil rights complaint is defined as a formal complaint filed in person or in writing to the Office of Civil Rights; to the US Department of Transportation; to the Federal Transit Administration; to the Federal Highway Administration; or to private counsel alleging discrimination. Complaints must be filed within 180 days of the alleged discriminatory event or practice.

NVTA's Role in Monitoring Third Party Contracts: Pre-award, request list of any outstanding civil rights complaints against the organization. This is the responsibility of the Finance Manager.

Buy America Per "Buy America" law, federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States unless FTA has granted a waiver or the product is subject to a general waiver. Rolling stock must have sixty percent domestic content and final assembly must take place in the United States.

NVTA's Role in Monitoring Third Party Contracts: For all procurements of steel, iron and manufactured products over \$100,000 the grantee is required to obtain and retain a Buy America certification of compliance from the successful bidder. The only exception is for an item subject to a Buy America waiver. If neither of the above conditions exists, the grantee may also be able to get a waiver from the FTA for this requirement. This is part of the procurement process and is the responsibility of the Finance Manager.

Suspension and Debarment FTA grantees are required to prevent fraud, waste, and abuse in federal transactions, persons or entities, which by defined events or behavior, potentially threaten the integrity of federally administered programs, are excluded from participating in FTA-assisted programs. FTA grantees not only are required to certify that they are not excluded from Federally assisted transactions, but also are required to ensure that none of the grantee's "principals" (as defined in the governing regulation 49



CFR Part 29 and FTA Circular 2015.1), subrecipients, and third-party contractors and subcontractors are debarred, suspended, ineligible or voluntarily excluded from participation in Federally assisted transactions.

NVTA's Role in Monitoring Third Party Contracts: For any sub-contractor who will receive twenty-five thousand dollars or more through a federally funded agreement NVTA will document certification on compliance with this regulation. The Finance Manager is responsible for compliance with the suspension and debarment requirement.

Lobbying Recipients of Federal grants and contracts exceeding \$100,000 must certify compliance with Restrictions on Lobbying, before they can receive funds. In addition, grantees are required to impose the lobbying restriction provisions on their contractors.

NVTA's Role in Monitoring Third Party Contracts: Ensure that all contracts funded with FTA funds exceeding \$100,000 include the clause certifying that the contractor will abide by the FTA required restrictions on lobbying. The Finance Manager is responsible for ensuring this requirement.

Equipment Compliance Certification FTA grantees using Federal funds to purchase vehicles are required to conduct pre-award and post-delivery reviews to confirm Buy America, purchaser's requirements, and Federal Motor Vehicle Safety Standards (FMVSS) and certify compliance for all revenue service rolling stock procurements.

Recipients must keep documentation showing they complied when procuring revenue rolling stock.

NVTA's Role in Monitoring Third Party Contracts: Ensure that payment for vehicles is not made until pre-award and post-delivery reviews are documented, if applicable. This is the responsibility of the Finance Manager.

Disadvantaged Business Enterprise (DBE) FTA grantees must comply with the policy of the Department of Transportation (DOT) that DBE's, as defined in 49 CFR Part 26, are ensured nondiscrimination in the award and administration of DOT-assisted contracts. Grantees also must create a level playing field on which DBEs can compete fairly for DOT-assisted contracts; ensure that only firms that fully meet eligibility standards are permitted to participate as DBEs; help remove barriers to the participation of DBEs; and assist the development of firms that can compete successfully in the marketplace outside the DBE program.

NVTA's Role in Monitoring Third Party Contracts: On large capital projects, the DBE Officer or the Project Manager should document periodic efforts to monitor on-site DBE activities. This may include site visits to ensure DBE's are actually conducting the work on contracts, checking employee records to ensure that staff working on the project are staff of the DBE, and/or review title or leasing information on any heavy equipment used to ensure that the equipment is owned or leased by the DBE. On smaller projects, NVTA will require the submittal of evidence that DBE's have been paid by the prime contractor



in a timely manner for the work described in the bid or proposal. Monitoring DBE compliance in NVTA contracts is the responsibility of Finance Manager with assistance from the Transportation Administrative Assistant.

Review Schedule for Third Party Oversight

The following provides the minimum requirement for third party oversight review:

1. Accessibility/ADA: Monthly
2. Safety & Security: Semi-Annually
3. EEO: Ongoing
4. Maintenance: Per Vehicle/Facilities/Equipment Oversight Procedures
 - a. Comprehensive facilities and equipment maintenance plan submitted by contractor annually.
 - b. Program Manager will also perform a monthly inspection of the facilities and equipment (Sunday inspection).
 - c. Transit Planner will perform quarterly site visits and complete checklists related to recorded verification of preventative maintenance work order intervals, the overall record keeping system, and warranty records
5. School Bus Services: Annually – review at monthly meeting
6. Charter Services: Annually – review at monthly meeting
7. Drug and Alcohol Testing: Semi-Annually – Transportation Program Assistant
8. Satisfactory Continuing Control: Annually
9. Financial Management: Ongoing with every new contract
10. Procurement and Contracting: Semi-Annually
11. Civil Rights: Ongoing with every new contract
12. Buy America: Ongoing with every new contract or purchase
13. Suspension and Debarment: Ongoing with every new contract
14. Lobbying: Ongoing with every new contract
15. Equipment Compliance Certification: Ongoing with every new contract or purchase
16. Disadvantaged Business Enterprise: Semi-Annually

7.4.5 SUBRECIPIENT MONITORING

NVTA is responsible for financial and programmatic monitoring of sponsored project funds awarded to NVTA that are subcontracted to another institution, organization, or individual (sub-recipient).

For subcontracts that include any federal funds, sub-recipients are required to make an annual disclosure of any sponsored research audit findings. As a recipient of federal sponsored projects, NVTA must comply with the guidelines outlined in the Uniform Guidance

NVTA is required by federal regulation to monitor expenditure of federal funds awarded that are sub-contracted to another institution, organization, or individual. To provide the



monitoring required by federal regulations and to ensure good stewardship of sponsored projects, NVT will review all sub-recipient expenditures for allowability, allocatability, reasonableness, and proper compliance.

It is the policy of NVT to carry out its fiduciary responsibilities in accordance with State and Federal Law. Specifically, this policy addresses the need to define the difference between a sub-recipient and vendor in order to make a determination of whether a sub-recipient or vendor relationship exists for the purpose of dispersal of Federal grant awards.

The purpose of this procedure is to outline the distinctions between a sub-recipient and a vendor in accordance with 29 CFR 99.210, in order to determine whether payment constitutes a Federal award (sub-recipient) or a payment for goods and services (vendor).

Definitions. The terms defined below apply to this policy and are for the express purpose of interpreting this policy.

Sub-recipient: A sub-recipient is a legal entity that receives Federal funds. The sub-recipient is accountable for the expenditure of funds according to the program regulations. When the organization performs the following activities they are defined as a sub-recipient:

- Determines eligibility for the Federally funded program.
- Has its performance measured against the objectives of the Federal program.
- Has responsibility for programmatic decision-making.
- Has responsibility for adherence to applicable Federal program compliance requirements
- Uses the Federal funds to carry out a program of the organization as opposed to providing goods or services for a program.

Vendor: A vendor is a dealer, distributor, merchant or other seller providing goods or services that are required to conduct a Federal program. Payments made for goods or services to vendors would not be considered Federal awards. The following activities are indicative of a vendor relationship:

- Provides the goods and services within normal business operations.
- Provides similar goods or services to many different purchasers.
- Operates in a competitive environment.
- Provides goods or services that are ancillary to the operation of the Federal program.
- Is not subject to the Federal compliance requirements of the program.

Scope This policy applies to sub-awards or sub-contracts issued under sponsored projects awarded to NVT without regard to the primary source of funding. The following are the objectives of implementing this policy:



- Manages or eliminates any conflict of interest that arises from a sub-award or sub-contract by ~~the Authority~~NVTA to an entity in which ~~the Authority~~NVTA, or key personnel have a financial interest.
- Advises sub-recipients of federal laws or regulations, terms and conditions of the prime award or agreement, and NVTA requirements that apply to the sub-award or sub-contract.
- Provides sub-recipients with information regarding the prime award including Catalog of Federal Domestic Assistance number (CFDA), title, award name and number, award dates, and sponsoring Authority, as required by Uniform Guidance.
- Monitors costs and activities of sub-recipients to ensure that expenditures charged to ~~the Authority~~NVTA are allowable, allocable and reasonable, and reflected in the scope of work of the sub-award or subcontract. Ensures that the performance goals set forth in the scope of work are being met in a timely manner.
- Ensures that cost-share commitments made by sub-recipients are documented and adhere to all relevant regulations.
- Conducts an annual risk assessment of all active sub-contracts or sub-awards to determine which sub-recipients require closer scrutiny.
- Ensures that sub-recipients expending \$750,000 or more in federal awards during the subrecipient's financial year have met the Uniform Guidance audit requirements for that financial year.
- Issues management decisions on audit findings within six months after receipt of the subrecipient's audit report and ensures that the sub-recipient takes appropriate and timely corrective action.
- Considers whether sub-recipient audits necessitate adjustment of NVTA's records, such as budget modifications, or re-allocation of cost-shared resources.

Roles and Responsibilities

Contract Administrator

- Ensures that sub-contract/sub-award paperwork is reviewed by the Program Administrator before sending to the Procurement Officer for review.
- Logs all expenditures/invoices on the sub-contract/sub-award.
- Ensures that appropriate back-up documentation for expenditures has been provided by sub-recipient.
- Routes the invoice to Accounts Payable for approval and payment.
- Checks System for Award Management (SAM.gov) to ensure that sub-recipient is not on the debarred list.
- Confirms that the appropriate signatures have been obtained.
- Generates payment to the sub-recipient for the approved amount.

Program Manager (PM)

- Reviews budget and scope of work before agreement is signed.
- Reviews invoices submitted by the sub-recipient to ensure that costs are allowable, allocable and reasonable. Reviews back-up documentation provided for expenditures.



- Reviews invoices and expenses-to-budget.
- Ensures that cost-share commitments are documented in the invoicing process.
- Assists Finance Dept. with questions regarding sub-recipient invoices.
- Reviews technical or performance reports.
- Ensures that any project deliverables (reports, financial or programmatic) are submitted to NVT in a timely manner.
- Ensures that expenditures invoiced by the sub-recipient for work and effort committed are appropriate to the approved budget and scope of work of the agreement.

Sub-award Monitoring The Authority should monitor the subrecipient's use of Federal awards through reporting, regular contact, or other means to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.

The PA should maintain sufficient contact with the Subrecipients of the sub-award to assess accurately whether the subrecipient is reasonably progressing towards the achievement of the sub-award's statement of work including performance goals.

The PM should obtain periodic written progress reports from the subrecipient(s). Progress reports should generally contain, for each sub-award, brief information on each of the following.

1. A comparison of actual accomplishments with the goals and objectives established for the period. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
2. Reasons why established goals were not met, if appropriate.
3. Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Upon receipt of a subrecipient invoice, the PA should review and assess whether the charges on the invoice reasonably match the progress made on the statement of work.

Sub-recipient Audits

The Authority's employs a risk based approach of monitoring sub-recipients annual audit results. NVT will conduct the following monitoring activities for all applicable subrecipients that meet ~~the Authority~~NVT's risk based approach criteria:



For all sub recipients subject to Uniform Guidance audits, NVTA will obtain a written acknowledgment on whether the subrecipient has complied with the audit requirements of the Uniform Guidance and the required audits are completed within nine months from the end of the Sub recipient's audit period.

7.4.6 ECHO DRAWDOWNS

NVTA authorizes one signature authority as the *Authorized Signor* to approve the drawdown requests for transmitting payment to the County's Treasury for approved grant funds due to the agency. The Executive Director is the *Authorized Signor* As needed, an ECHO draw shall be made.

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The Director of Finance will prepare a "mock" invoice for review and approval by the Executive Director. A detailed expense ledger of expenses and match, and invoices to support the draw.

The detailed general ledger will be reviewed for applicability to the grant contract and any expenditure that needs to be investigated for coding will be done at that time

The expense ledger will be compared to the cash disbursements journal to make sure the expenses have been paid. If not paid, the disbursement will be removed from the list and an adjustment made for the draw down to the trial balance.

The Director of Finance, or designee, will execute the ECHO drawdown.

Upon receipt of the funds to the County's Treasury, the receivable will be recorded to cash. The wire confirmation will be printed and placed into the file for record retention purposes.

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7.5 REIMBURSEMENTS

7.5.1 TRAVEL

This policy and the procedures that follow is to define the rules and limits that must be observed when arranging, engaging in, or claiming reimbursement for travel business.

NVTA staff may be required to travel while performing their official duties. The Authority will reimburse its staff for their reasonable and necessary travel expenses incurred while traveling on Authority business within the limits of the reimbursement guidelines.



NVTa recognizes the constructive value of professional conferences, seminars, meetings and training, and provides or reimburses funds for NVTa's elected and appointed officials, department managers, and staff who attend such official events or incur such expenditures. Board of Directors, officials, and staff and volunteers should be entitled to reimbursement for their reasonable expenses associated with travel, meals, lodging and other actual and necessary expenses associated with attending such events. Expenses should be reasonable and should not include items normally construed as personal expenses.

Allowable Expenditures Expenses incurred in connection with the following activities generally constitute authorized expenses, as long as the other guidelines of this policy are met, including good judgment and cost-effective use of resources.

- Communicating with representatives of regional, state, and national government on Authority-adopted policy positions.
- Serving on professional organizations or governmental committees, boards, or task forces.
- Attending educational seminars, conferences or organized educational activities designed to improve skill levels or provide information on topics important to Authority policy and operations.
- Preparing research for Authority projects or implementing adopted plans, policies, goals, or programs.
- Attending meetings involving activities or decisions important to Agency's interests, which are consistent with adopted plans, policies, goals, or programs.

Ineligible Expenditures Personal expenditures incurred are not be reimbursed such as:

- The personal portion of any trip.
- Political or charitable contributions.
- Family expenses, including those of a partner when accompanying the official on official business or child care.
- Entertainment expenses, including theatre, shows, movies (either in-room or in theaters), sporting events, golf, spa treatments, etc.
- Non-mileage personal automobile expenses including repairs, insurance, gasoline, traffic citations.
- Personal losses incurred while on Agency business.
- Alcoholic beverages.

Travel Authorization Staff who need to travel on business for more than a single day must obtain written approval from their appropriate manager by using the "**Out of Area Travel Request**" form.

Payment with Agency Purchasing Card As much as practically possible, travel and related business expenditures should be paid with ~~the Authority~~ NVTa's purchasing card. This includes registration fees, airplane tickets, car rental and lodging. Except for qualified per diem expenditures, receipts must be submitted for reimbursements.



Travel Advance A travel advance is to allow staff an alternative to using personal funds when traveling on business. This allows staff to receive advance funds to cover the cost of a trip authorized by NVTA. Submit the cash advance request to Accounts Payable between 10 and 30 days before the beginning of the trip.

Per Diem Unless otherwise noted, Meals and Incidentals (M&I) will be reimbursed on a per diem basis. Staff travelling on business are reimbursed up to the per diem rate for travel related meal expenses. Receipts are not required for reimbursement of travel meals using per diem rates for the destination of travel established by the United States General Services Administration.

- First and last days of travel will be reimbursed at 75% of the per diem.
Departure day – the day you leave your home or office.
Return day – the day you return to your home or office.

The traveler will receive the full per diem rate for extended day travel occurring before 8:00 am and after 9:00 pm. Per Diem does not apply to multiple days travel without overnight stays.

Business Mileage Reimbursement Rate Business mileage is the travel an employee incurs beyond normal commute mileage (from home to the office and home again). Staff may request reimbursement for business mileage incurred when traveling with a personal vehicle. The reimbursement rate is established by the Internal Revenue Service and updated every calendar year. The mileage rate includes gas, vehicle maintenance, insurance, and other personal vehicle related costs.

Surface Transportation in Lieu of Air Travel The excess costs of mileage or other travel expenses incurred as a result of choosing surface transportation instead of air travel are not allowable. The total travel costs reimbursed may not exceed the amount had the services of a commercial airline been used.

Meal Provided by a Sponsoring Organization Meals provided by a sponsoring organization will not be reimbursed if the traveler chooses to forego the provided meals.

Single Day Travel Transportation should be provided through the most economical means available such as an agency vehicle, car rental or private automobile.

- Car Rental: Permissible for extended day travel if ~~the Authority~~NVTA vehicle is not available.
- Mileage Reimbursement for personal vehicles: See Business Mileage Reimbursement Rate section above.
- Per Diem Meals: Per Diems are not granted for single day travel, except for extended travel
- Lodging: Lodging is not granted for single day travel, except for extended travel



Multiple Days Travel with Overnight Stays Transportation should be provided through the most economical means available such as an agency vehicle, private automobile or by airplane. Personal vehicle travel is not permitted if air travel is considered a more economical travel alternative.

- Car Rental: Allowable if approved by a Manager.
- Mileage Reimbursement for personal vehicles: See Business Mileage Reimbursement Rate section above.
- Per Diem Meals: Per Diems rates based on the city/area of the activity if Meals are not provided by the event sponsor. See GSA.gov for established per diem rates.
- Lodging: Actual costs for single occupancy accommodations.

Multiple Days Travel without Overnight Stays Transportation should be provided through the most economical means available such as an agency vehicle, private automobile. Personal vehicle travel is not permitted if there are other economical travel alternatives. Airline travel is not permitted.

- Car Rental: Allowable if approved by the Supervisor.
- Mileage Reimbursement for personal vehicles: See Business Mileage Reimbursement Rate section above.
- Per Diem Meals: Receipts must be submitted for the actual cost, if meals are not provided by the event sponsor.
- Lodging: Actual costs for single occupancy accommodations.

Expense Reimbursement Form The Expense Reimbursement Form should be submitted with supporting documentation and receipts within 30 days of travel. Receipts should be attached onto an 8 1/2 x 11 sheet of paper. A copy of the Out-of-Area Travel authorization should be submitted with the reimbursement claim.

Continuing Professional Education/Training Programs Any employee who is required as a condition of employment to maintain certification, licensure or professional equivalency and who must have continuing education to maintain eligibility to perform their job duties and/or maintain certification should be reimbursed for meals and mileage and for the actual cost of tuition/registration and books/supplies, associated with said educational course or training provided such course work or training.

Any employee who attends other work-related training programs should be reimbursed for the meals and mileage and for the actual cost of registration associated with said training.

Any travel overnight stay associated with continuing education or training programs must receive prior Executive Director approval.



Staff should be allowed sufficient leave with pay to meet the minimum continuing education/training required. The allowed leave should be subject to the discretion of NVTA and the approval of the Executive Director.

The Executive Director must approve training or continuing education prior to commencement to ensure that reimbursement of costs associated with continuing education or training is within the NVTA approved budget.

Submit the signed original with supporting documentation within 30 days of travel.

Original receipts are mandatory for all taxi, shuttle fares, bridge and road tolls, public ground transportation fares, and parking fees of more than \$5. Bus fares and bridge toll receipts are not required. In cases where receipts cannot be obtained or have been lost, a statement to that effect should be made in the expense account and the reason given. A statement as to a lost receipt will not be accepted for lodging, airfare, rental car, and/or business expenses. For a ticketless flight, submit the itinerary. The itinerary includes the same information that would be found on a ticket.

7.5.2 MEALS AND MEETING EXPENSES

This policy establishes guidelines for the appropriate purchase of refreshments for activities and events sponsored by the agency. This policy does not address food purchases related to business travel. The policy on food purchasing is designed to ensure public funds used to purchase food for meetings is done so with thoughtful attention to cost effectiveness and appropriate scenarios.

When meetings of an administrative nature are held that are directly related to the business of ~~the Authority~~ NVTA, the cost of meals or light refreshments may be paid from budgeted funds with approval from a Director. Food and refreshments may be purchased for one or more of the following purposes or activities: (the following are examples and not an exhaustive list):

- Meetings of the Board of Directors, advisory committees, public officials, and community members in supporting and collaborating in program success.
- Trainings, workshops, webinars and seminars.
- Attending/working events where staff is representing NVTA in an official capacity
- Board and staff retreats.
- Working lunches or dinners if the purpose of the meeting is to discuss Agency business. Topics must be documented.
- Meetings with agency staff that cannot be conducted during normal business hours.
- Mandatory team events held during lunch or dinner time.
- Meetings with community members regarding collaboration and partnership in the community.



Those planning for food expenses should consider the following principles:

- **Appropriateness:** Meals should be necessary and integral to the business meeting, not a matter of personal convenience. Food may be provided at meetings of employees on an occasional basis. Staff lunches, where work can be conducted during other times of the workday, regular staff meetings, and personal celebrations (i.e., birthday, retirement, or baby shower celebrations) do not qualify as appropriate activities. Expenditures should be limited to food and non-alcoholic beverages.
- **Cost Effectiveness:** The expenditure of budgeted funds for food and refreshments should be cost-effective and reasonable. Those planning these events should get as close an estimate as possible to the actual number of expected attendees. If the meeting is scheduled more than two weeks in advance, ask for an RSVP and this should guide the purchase of food.
- **Documentation –** Meetings must have an agenda and an accurate attendance list should be submitted at the close of the meeting. This documentation should be attached to the receipt or invoice for such purchase.
- **Special Accommodations –** Dietary needs will be met with a one week advanced notice and will be accommodated with the same consideration for cost effectiveness as outlined above.



CHAPTER 5: CONTRACTING AND PROCUREMENT

POLICIES, PRACTICES AND PROCEDURES MANUAL

The Napa Valley Transportation Authority (NVRTA or the "Authority") will maintain sound contracting and procurement practices in accordance with all federal, state and local laws and direct its financial resources towards meeting NVRTA's long-term goals.

NVRTA will cultivate and further develop programs to ensure its long-term ability necessary to provide the level and quality of service required by the public.

Board of Directors Approval Date:

Amendment Approval Date:

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CHAPTER 1 PURPOSE AND INTRODUCTION

The Napa Valley Transportation Authority (NVTA) has major responsibilities, which include the operation of a public transportation system and the planning, design and programming of transportation projects. All contracts are awarded by NVTA's procurement officer, which is responsible for identifying the needs of NVTA and originating the procurement package for supplying those needs. These procurement procedures apply to purchases of goods and services that utilize federal, state and local funds. Where there is a conflict between federal and local requirements, federal requirements will prevail.

The Napa County Transportation and Planning Agency (NVTA) receives transit funding from the federal government and the State of California, as well as other regional and local agencies and local contributions. NVTA will follow standard public agency contract law as set forth in California Government and Public Contract Codes for procurements that are funded with state or local revenues and do not have any federal funding. NVTA is further committed to meeting all requirements in [FTA Circular 4220.1\(F\)](#) and its successors for procurements that involve federal funds. These procurement policies and procedures are consistent with federal regulations and the laws of the State of California. These procedures also apply to any revenue contract whose primary purpose is to either generate revenues in connection with a transit-related activity, or to create business opportunities utilizing a Federal Transit Administration (FTA) funded asset or other federally funded assets.

The purpose of these policies and procedures is to set forth the procurement methods and establish standards for obtaining goods and services, including construction, professional, and architectural/engineering (A/E) services necessary for the operation of NVTA's transportation and planning services. These procedures include guidelines for the solicitation, award and administration of formally advertised contracts, as well as the consultant selection, negotiation, award and administration of competitively negotiated and A/E contracts.

The procurement procedures are designed to:

- Instill public confidence in the transit procurement process of NVTA;
- Ensure fair and equitable treatment of all vendors who seek to do business with NVTA;
- Ensure maximum open and free competition in the expenditure of public funds; and
- Provide the safeguards to maintain a procurement system of quality and integrity.

Methods to implement the foregoing are described in the remainder of this document and the attachments hereto.

CHAPTER 2 [QUICK REFERENCE GUIDE](#) [GENERAL PROCUREMENT POLICY STANDARDS](#)

A. Step-by-Step Guide

Step 1: The Project Manager (PM) must determine the following:

1. Project scope;
2. Expected cost of the procurement;
3. Funding source(s) and whether the procurement is already budgeted; and
4. Whether the procurement will be informal or formal.

Step 2: For procurement type, PM should refer to the policies described herein. Any questions regarding the procurement process should be immediately discussed with the Executive Director (ED)/general counsel to ensure that the policies are being followed and adhered to.

Step 3: The Administrative Technician ([ATCA](#)) is responsible for the administration of the procurement, which includes attaching the proper boiler plate agreements and clauses and obtaining the required review and approval(s), before initiating the procurement process.

Step 4: Over a certain threshold, approval of the procurement by the Board.

Step 5: Upon completion of the procurement process, execution of the contract prior to a notice to proceed, or initiation of work.

B. Methods of Procurement and Delegation

1. Goods and Services

Definition: Procurements of services, supplies, or other property, with the exception of professional and A/E services or labor and/or materials for public works/construction projects.

Contract Threshold	Method of Procurement	Required Approval Level	Notes
Less than \$3,000 (FTA) or \$5,000 (state & local funds)	Micro Purchase	Management / Senior Staff	With signed authorization form
>\$3,000 – \$50,000	Small Purchase / RFP / IFB	Executive Director/ Senior Mgmt	With signed authorization form
Greater than \$50,000 ¹⁹	Small Purchase/RFP/ IFB	Board of Directors	
Less than \$25,000 (FTA)	Sole Source	Management / Senior StaffMgmt	With signed authorization form
Less than or equal to \$50,000	Sole Source	Executive Director or designee	With signed authorization form
Greater than \$ 50,000	Sole Source	Board of Directors	
Less than or equal to \$175,000	Construction	Executive Director or designee	Including UPCCAA*; with signed authorization form
Greater than \$175,000	Construction	Board of Directors	

*California Uniform Public Construction Cost Accounting Act (UPCCAA), dated July 2011.

Modifications to contracts or purchase orders which represent no change in the scope of the character of material or services provided in the original contract or purchase order may be approved by the ED or PM if the cumulative dollar value of the modification and the original contract amount are within the ED award authority.

NVTA may acquire property and services valued at \$3,000 or less without obtaining competitive quotations. These purchases are exempt from FTA's Buy America requirements Davis-Bacon prevailing wage requirements,

however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures.

2. Professional and Architectural/Engineering Services (A/E)

Professional services means services such as, but not limited to, the services of attorneys, physicians, architects, engineers, and other consultants or individuals or organizations possessing a high degree of technical skill.

A/E means program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services. A/E services require the use of an A/E method of procurement.

CHAPTER 3 POLICIES AND PROCEDURES RESPONSIBILITIES

The Director of Finance or designee has primary responsibility for ensuring that the procurement process is in accordance with legal requirements and NVT policy, as interpreted by Legal Counsel. The Executive Director or designee will be responsible, in accordance with the best administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, non-competitive/sole source evaluations, protests, disputes, and claims. All protests shall be processed in accordance with NVT's protest procedures.

The Director of Finance is responsible for establishing material management policies and issuing instructions concerning the storage, distribution, and disposal of surplus property.

All staff are instructed to follow the Contracting and Procurement Policy, Procedures, and Practices Manual, as well as instructions issued by the Director of Finance regarding the storage, distribution, and issuance of material.

The Executive Director or designee shall execute contracts, purchase orders, modifications, and supplemental agreements in accordance with established thresholds.

Implementation

The Executive Director or designee shall implement the policies herein set forth. This manual serves to complement applicable higher authority (e.g., federal, state, and local government) procurement regulations and serves to provide staff with a primary frame of reference for all matters pertaining to AVTA's procurement and contracting activities. To the extent possible, this manual establishes AVTA's procurement processes, which cover the procurement of, accounting for, and disposal of surplus property (materials, equipment, buses, etc.). On items not covered herein or in the AVTA Procurement Policy and Procedures Manual, staff will consult with the Director of Finance and Administration for guidance. It also provides policy guidance on the procurement and contract administration of professional and other services.

This manual further provides general guidelines in the conduct of procurements that require compliance with federal and/or state contracting standards. Such procurements are those that are funded by federal or state funds.

C. Procurement Policies

The NVTA Board of Directors (Board) is responsible for governing the operation of the agency including all procurement policies that serve as a basis upon which procurement procedures can be developed.

1. Procurement Responsibility

- a. Contracts Administrator (CA) or equivalent Administrative Technician (AT) and Procurement

The ATCA is responsible for maintaining all official contract files.

The ATCA will be responsible for managing procurements and coordinating with the PM to ensure procurement files meet local, state, and federal requirements.

The ATCA is responsible for updating these procurement procedures on an as-needed basis.

- i. The ATCA shall ensure that a clear and accurate specification / scope of work is developed for each procurement.
- ii. The ATCA shall not recommend that NVTA enter into a contract unless the ATCA has ensured that all applicable requirements of federal law, federal regulations and circulars, California law, and all other applicable procedures have been met.
- iii. The ATCA shall ensure that contractors receive impartial, fair, and equitable treatment in accordance with the policies specified in this manual.
- iv. The ATCA is also responsible for such tasks as writing, preparing and assembling contract documents; obtaining necessary pre-solicitation approvals; advertising RFP's and IFB's, issuing amendments, obtaining post-bid opening approvals for award, conducting investigations of proposed Contractor's past performance, conducting consultant selection meetings for negotiated contracts and conducting negotiations, consulting with Project Managers to monitor Contractor's performance, and managing termination for default or convenience procedures whenever the need arises.

- b. Project Manager (PM) and Procurement

A Project Manager (PM) will be a duly appointed staff member directly responsible for the daily technical administration of a contract including

monitoring the contractor in its performance of the contract and performing those functions as specified. The PM should be a responsible individual assigned to and familiar with the procedures and requirements of NVT, general project management principles and state and federal procurement requirements. As such, the PM is the ED's technical expert to assist in ensuring contractor compliance with technical requirements of the contract. Normally, the PM approves or disapproves the technical acceptability and timeliness of the work completed and the invoices submitted by the contractor for payment.

- i. The PM or his/her designee shall be the primary agency employee to determine that contract prices are fair and reasonable.
- ii. The PM is responsible for soliciting bids and proposals directly or working with the [ATCA](#) on such solicitation; for serving as the chairperson of pre-bid and pre-proposal conferences, qualification hearings and proposal evaluation meetings; for conducting contract negotiation sessions; for managing the non-technical aspects of post award contract administration including negotiation of modifications, claims, and supplemental agreements; and for maintaining procurement files.
- i. The PM shall ensure that sufficient unencumbered funds are available for obligation for each contract.
 - a. The PM shall develop a clear and accurate specification / scope of work for each procurement.
 - b. The PM is also the person to whom reports of warranted equipment malfunctions or failures, or any problems with the contractor's performance are submitted. The PM makes the initial request for contractor remedial action. The ED/counsel becomes involved when and if the lapse constitutes a serious, i.e., repetitive, or unresolved, breach of contractor's civil or contractual responsibility.
 - c. Should the contractor fail to respond in a timely or adequate manner to rectify any problem, the PM notifies the [ATCA](#) and ED/counsel that an apparent breach of the contract exists. After investigating the situation, the ED/counsel and PM take any steps necessary and available to enforce NVT's rights under the contract. This may include withholding payment, imposing liquidated damages, negotiation and recommending a settlement, terminating the contractor for default, or referring the matter for legal action.
 - d. The PM also has the following duties in relation to the contract:

- i. Attends pre-bid and pre-proposal conferences as the technical expert;
- ii. Conducts investigations of proposed contractor's technical past performance;
- iii. Questions prospective contractors during clarifications and discussions as to their technical capability to perform the contract;
- iv. Assists the ED with contract negotiations;
- v. Ascertains the availability of funds prior to asking the ED to initiate the negotiation and approval process for change orders;
- vi. Contract modifications and supplemental agreements; and
- vii. Issues directions to correct or replace defective items of work.
- viii. Coordinates and communicates with [ATCA](#) and includes [ATCA](#) in necessary meetings, conferences, and written communications.

2. Standards of Conduct and Conflict of Interest Policies

All NVTA personnel involved in procurements will comply with NVTA's procurement code of conduct as follows and any Code of Conduct or Conflict of Interest requirements set forth in applicable State or Federal law including but not limited to the requirements of 23 CFR 172.7 related to consultants acting in a management support role.

1. Award and Administration of Contracts: No Board Member, officer, employee or agent of NVTA shall participate in the selection, award or administration of a contract (including purchase orders) if a conflict of interest, real or apparent, would be involved. Such a conflict would arise if any prospective vendor or contractor (or any subcontractor) considered for an award is:

- a. Board Member, officer, employee or agent;
- b. Any member of his/her immediate family;
- c. His/her domestic or business partner;
- d. An organization that employs any of the above, or with which any of them has an arrangement concerning prospective employment.

No Board Member, officer, employee or agent of NVTA who participates in the procurement, management, or administration of contracts shall have, directly or

indirectly, a financial or other personal interest in any contract made or influenced by him/her in his/her official capacity.

No Board Member, officer, employee or agent of NVTa shall solicit or accept gratuities, favors, or anything of monetary value from consultants, vendors, contractors, or potential consultants, or parties to sub-agreements in excess of the applicable gift limit established by the Fair Political Practices Commission ("FPPC"). Gifts shall be reported consistent with FPPC requirements.

No person or entity performing services on behalf of NVTa shall have, directly or indirectly, any financial or other personal interest, other than employment or retention by NVTa, in any contract or subcontract.

Violations of these standards may result in sanctions, or other forms of discipline up to and including termination.

2. **Disciplinary Action:** The purpose of this policy is to provide guidelines consistent with the NVTa Personnel Policies that will insure uniform application of progressive discipline for NVTa employees subject to disciplinary action "for cause." The capitalized term "Employee" as used in Personnel Policies Chapter 2 Employment Status includes "Any person who occupies a position in the Agency service and receives compensation for services performed for the Agency."

Disciplinary Action for Cause: Disciplinary action against a NVTa Employee shall be for cause, as it may affect work performance and effectiveness within the organization.

Procedures:

a. **Oral Reprimand:** The Employee shall be counseled concerning the unsatisfactory areas of conduct and shall be informed about methods of improvement, or the Executive Director may issue an oral reprimand. The seriousness of the Employee's conduct or offense will dictate whether oral or written reprimands or other corrective action is taken prior to initiating action to suspend or dismiss the Employee.

b. **Written Reprimand:** In cases where an oral reprimand has not been successful or where the infraction of rules and regulations or conduct has been of a more serious nature as determined by the Executive Director, the Executive Director may employ the written reprimand. The purpose of the written reprimand is to call the attention of the Employee to serious defects in his/her conduct. The written reprimand should include a detailed statement of the problem and a notation to the effect that the problem was discussed with the Employee. Only the Executive Director may issue a written reprimand.

c. **Suspension with Pay:** For more severe violations or continued,

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uncorrected performance or misconduct problems, an employee may be suspended without pay. Where suspension without pay is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

d. Demotion: The Agency may impose a demotion to a position having a lower salary range for disciplinary purposes. A disciplinary demotion may be utilized for continued, uncorrected performance deficiencies. Where demotion is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

e. Discharge: Discharge will be considered for severe violations, failure to respond appropriately to prior performance improvement plans, and/or multiple disciplinary infractions in a short period of time. Where misconduct is severe and egregious, immediate discharge may be imposed. Where discharge has been recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal. The discharge will be documented in the personnel file.

Finally, NVTA employees, officers, and agents who are not subject to disciplinary action "for cause," are covered by written "at-will" employment agreements or other contracts which allow for termination by NVTA for no reason or for any reason, including, but not limited to, violations of the standards set forth in this Section. This policy is in addition to any discipline statutorily available for those participating in the selection, award or administration of a contract if a conflict of interest exists. (Cal. Gov. Code, §§ 81000-91014.)

3. Maintenance & Oversight of Sub-Grantees

a. Responsibilities of Management and Oversight of Sub-Grantees

As the designated recipient, NVTA staff are responsible for routinely monitoring procurements of the sub-grantees to ensure that each is aware of and complies with all applicable Federal statutory and regulatory requirements. This responsibility includes:

- Applying for and receiving FTA grants on behalf of its sub-grantees and performing on-going project management.
- Ensuring adherence to Federal program guidelines through contractual agreements with all sub-grantees.
- Receiving, verifying, and submitting for reimbursements from the FTA for all eligible project expenses.
- Passing through the reimbursements received from FTA for all eligible project expenses.
- Receiving financial and status reports from all sub-grantees.

- Completing financial and progress status reports in the FTA electronic grants management system (TrAMS).
- Other such grant administrative actions as necessary to ensure project completion in accordance with all applicable federal rules, regulations, and guidance.

Annual Monitoring of Sub-Grantees

As the designated recipient of FTA Section 5307 funds, NVTA is responsible for ensuring that it and its sub-grantees or partners have established and maintain adequate internal controls over all functions which affect the implementation of a project utilizing such funds, including operating, accounting, financial, and administrative systems. To assure proper accountability for grant or cooperative agreement funds, internal controls used by sub-grantees shall be integrated with the management systems used by NVTA to regulate and guide its operations.

Resources shall be used in accordance with all applicable state, local, and federal laws, regulations, and policies, as well as the terms of the grant or cooperative agreement. Resources shall be safeguarded against waste, loss, and misuse. In addition, reliable data on resource use and safeguards must be accumulated, maintained, and fairly disclosed in reports to the designated recipient manager and FTA.

NVTA shall be responsible for monitoring sub-grantees no less than once per contract year and more often, should it be necessary. NVTA shall assist any of its sub-grantees in setting up the monitoring in order to ensure adherence to FTA guidelines.

NVTA's annual monitoring of its sub-grantees shall include a physical site visit to the location where the sub-grantee maintains its project records. The timing of the site visit shall occur six months from the beginning of any contract and occur at annual intervals while the contract is in force. Any deficiencies noted will result in more frequent inspections or the implementation of a corrective action plan until the deficiencies have been resolved.

NVTA shall utilize the following procedures for monitoring sub-grantees:

- Review of operation of project for scope of work accuracy and efficiency.
- Review of the filing system, the system maintenance, and presence of grant information.
- Review of the grant matching documentation.
- Review of the sub-grantee's Drug and Alcohol Policy.
- Review of the sub-grantee's Title VI Plan and access, if there are current complaints.
- Review of marketing efforts associated with the project.

4. Purchasing Policies

a. Equal Employment Opportunity/Affirmative Action

All procurement documents issued by NVTA require all interested vendors to certify:

- i. That the vendor does not discriminate against any employee or applicant for employment, because of race, religion, sex, age, creed, color, disability or national origin;

- ii. That the vendor is in compliance with all Executive Orders and federal, state and local laws regarding fair employment practices and non-discrimination in employment; and
- iii. That the vendor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

b. Disadvantaged Business Enterprise

NVTA has adopted a Disadvantaged Business Enterprise (DBE) Program as required by the Code of Federal Regulations (CFR) at 49 CFR Part 26. The DBE Program sets goals for DBE participation in federally-funded contracts, monitors these contracts to determine DBE participation, and reports DBE participation to FTA. NVTA informs its contractors of these goals and monitors DBE participation by subcontractors.

The Procurement Officer and Contracts Administrator will implement procedures to seek involvement by Small and Minority and Women's Business Enterprises, irrespective of whether they qualify as DBEs, in NVTA's procurement processes to the fullest extent practicable.

Examples of procedures that may achieve that involvement may include:

1. Including qualified small, women-owned, and minority businesses on solicitation lists;
2. Assuring that small, women-owned, and minority businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum small, women-owned, and minority business participation;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, women-owned, and minority businesses.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (1) through (5) above.

Disadvantaged business enterprises (DBEs) as defined in 49 C.F.R. Part 26 shall have the opportunity to compete fairly for contracts financed in whole or in part with Federal funds. Accordingly, all NVTA procurements funded with Federal funds may include, as appropriate, the use of goals for the procurement of all classes of goods and services, as set forth in NVTA's DBE program.

At the time the procurement takes place, the PM will coordinate with NVTA's DBE Liaison Officer for the effective tracking of DBE information as it relates to NVTA's DBE program, goals and reporting.

c. Buy America

Buy America regulations require that all steel, iron, and manufactured products used in the project are produced in the United States. Solicitations for steel, iron, and manufactured products must contain a Buy America certification, unless the procurement is subject to a general waiver or the small purchase waiver. Buy America requirements also apply to capital leases for rolling stock and related equipment. Buy America rules apply to utility work that is within the scope and budget of an FTA funded project. Buy America applies to the entire project, including contracts funded with non-Federal funds.

General waivers are listed in Appendix A to 49 CFR 661.7 and include microcomputer equipment and software. The FAST Act amended 49 USC 5323(j)(13) to include a specific general waiver for purchases of not more than \$150,000.

The small purchase waiver provides that the term "small purchase" means a purchase of not more than \$150,000. On September 16, 2016, the FTA Chief Counsel issued a Dear Colleague Letter regarding the small purchase waiver. Purchases made with FTA financial assistance, including capital, planning, or operating assistance, are subject to the waiver. The waiver applies both to purchases made directly by recipients or subrecipients and to purchases made by third-party contractors on behalf of the recipient or subrecipient.

This provision of the FAST Act (or subsequent federal authorizations) applies to all purchases made after October 1, 2015. The \$150,000 contract value is based on the total contract amount, including labor and options, and not just the value of the goods purchased. Also, recipients are not permitted to break up procurements in order to stay under the \$150,000 threshold. Finally, if a solicitation may result in bids near \$150,000, recipients should include the Buy America certifications in the solicitation, with a note clarifying that if the bid is more than \$150,000, the bidder must certify per the Buy America requirements, but if the bid is \$150,000 or less, no certification will be necessary.

If a bidder or offeror certifies that it cannot comply with the Buy America requirements, then NVTA must request, receive, and retain a waiver from the FTA Chief Counsel's Office before it may award a contract to that bidder or offeror. Buy America waivers are available on one of the following grounds: applying Buy America requirements would be inconsistent with the public interest; the materials produced in the United States are not produced in a sufficient and reasonably available quantity or are not of a satisfactory quality (i.e., non-availability waiver); or including domestic material will increase the cost of the overall project by more than 25 percent.

Buy America statute applies to:

- All purchases of steel, iron, and manufactured products greater than \$150,000, regardless of whether they involve capital, operating, or planning funds

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- Contractors and subcontractors if the contract or subcontract is more than \$150,000, including labor and options
- Purchases made using an intergovernmental agreement and jointly purchased manufactured products
- Purchases of used items

For all procurements of more than \$150,000, NVTa shall include in its bid or request for proposal an appropriate notice of the Buy America provision. Such specifications shall require, as a condition of responsiveness, that the bidder or offeror submit with the bid or offer a completed Buy America certificate in accordance with 49 CFR §§ 661.6 or 661.12 of this part, as appropriate.

NVTa will not obtain signed Buy America certifications after contract award for its own contracts or contracts of other grantees to make the contracts eligible for Federal funding. NVTa may, however, obtain signed Buy America certifications before buying off state GSA-type contracts to make them eligible for Federal funding. NVTa should consider the full GSA-type contract amount, not the amount of its purchase, when determining whether Buy America requirements apply to those purchases.

e.d. Cooperative Procurement

When circumstances warrant, NVTa may attempt to fill requirements through a cooperative purchasing agreement (without independent bids or quotations) with the State of California, or with other appropriate public agencies. In such cases, NVTa will ensure all state and federal requirements are met.

d.e. Open Competition Required.

All procurement transactions will be conducted in a manner providing full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Unreasonable requirements placed on firms in order for them to qualify to do business;
- Unnecessary experience and excessive bonding requirements (see 5);
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive award to any person or firm on retainer contracts;
- Organizational conflicts of interest. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable or potentially unable, to render impartial assistance or advice to NVTa; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.

- vi. The specification of only a brand name product without listing its salient characteristics and not allowing an equal product to be offered;
- vii. Exclusionary or discriminatory specifications; and
- viii. Any arbitrary action in the procurement process.

5. Bonding Requirements for Construction Contracts Exceeding One Hundred Fifty Thousand (\$150,000)

Bid Bond Requirements (Construction).

1. Bid security - A Bid Bond must be issued by a fully qualified surety company acceptable to NVTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder.

2. Rights Reserved – In submitting the Bid, it is understood and agreed by bidder that the right is reserved by NVTA to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of NVTA. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of NVTA, shall refuse or be unable to enter into the contract, as NVTA provided above, or refuse or be unable to furnish adequate and acceptable Performance Bond and labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, bidder shall forfeit the bid security to the extent of NVTA's damages occasioned by such withdrawal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check shall prove inadequate to fully recompense NVTA for the damages occasioned by default, then such bidder agrees to indemnify NVTA and pay over to NVTA the difference between the bid security and NVTA's total damages, so as to make NVTA whole.

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Performance and Payment Bonding Requirements (Construction).

The Contractor shall be required to obtain performance and payment bonds as follows:

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1. Performance bonds

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a. The penal amount of performance bonds shall be 100 percent of the original Contract price, unless NVTA determines that a lesser amount would be adequate for the protection of NVTA.

b. NVTA may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent of the increase

in Contract price. NVTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

2. Payment bonds

a. The penal amount of the payment bonds shall equal:

i. Fifty percent of the contract price if the contract price is not more than \$1 million.

ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

iii. Two and half million if the contract price is more than \$5 million.

b. If the original contract price is \$5 million or less, NVTA may require additional protection as required by subparagraph 1 of the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. NVTA shall determine the amount of the advance payment bond necessary to protect NVTA.

Warranty of the Work

1. The Contractor warrants to NVTA, the Architect and/or Engineer that all materials and equipment furnished under the Contract will be of highest quality and new unless otherwise specified by NVTA, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by NVTA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to NVTA.

5.6. Public Records Act

All bids and proposals received become the exclusive property of NVTA. At such time as a contract award is recommended to the NVTA Board of Directors, all bids and proposals become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are trade secrets as that term is defined in California Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" OR "PROPRIETARY." NVTA shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, with limitation, those so marked if disclosure is deemed required by law or by an order of a

court. Bids or proposals that indiscriminately identify all or most of the bid or proposal as exempt from disclosure without justification may be found technically unacceptable.

D. Procedures

1. Independent Cost Estimate

An independent cost estimate (ICE) shall be performed on all FTA, state, local and general funded procurements prior to receiving bids or proposals. The process for obtaining a cost estimate will depend on the type of procurement being pursued. For example, a cost estimate for a micro purchase (see explanation below) may only involve phone calls to obtain price quotes; while a cost estimate for the procurement of a commuter bus would require a more involved process to assess the market and to develop a reasonably accurate estimate. The cost required to research and prepare the estimate should not outweigh the potential benefits of the estimate. An ICE can be obtained from different sources including the following:

- Published competitive prices
- Results of competitive procurements
- Estimates by in-house estimators
- Outside estimators

The ICE will be included in the procurement records. All construction bids will require an engineering estimate as part of the plans, specifications and engineering phase of the project.

2. Excluded Parties List

Any procurement, contract or vendor contract exceeding \$25,000 is subject to the federal Excluded Parties List (EPLS/SAM).

After all qualified bids or quotes have been opened the EPLS/SAM database must be referenced, which contains all businesses that have been barred or suspended from receiving federal funds or participating in federal contracts. The [ATCA](#) will perform an [EPLS/SAM](#) business name search on each of the businesses for specific procurements. The [ATCA](#) will perform the EPLS/SAM search for procurements in which federal transit funding will be utilized.

- i. If a business reference returns a positive listing on the [EPLS/SAM](#), a printout of the web page will be included in the procurement file, while a second copy will be forwarded to the bidding business with a notice that they have been removed from consideration in the procurement.

- ii. If the [EPSL](#)/SAM search returns no listing on a specific business, a copy of the web page, showing the negative return, will be made and included in the procurement file.

3. Business References

a. CA Secretary of State Business Entity Search

Prior to final award or completion of a draft contract (pre-counsel review), the [ATCA](#) will perform a Business Entity search on the California Secretary of State's website (<http://kepler.sos.ca.gov/> in 2013), to confirm the business is registered to do business in the State of California.

- i. If the business is not listed on the Secretary of State's website, a business representative will be notified of their status and be provided 30 calendar days to either correct the listing, or provide documentation that they have submitted an application to the Secretary of State and are pending approval.
- ii. If the business is registered in the State of California as a legal business, a copy of the web page listing will be included in the procurement file. If the procurement requires any kind of contract with NVTa, a second copy will be included with the contract documents prior to them being forwarded to NVTa Attorney for final review prior to award.

b. Business License Reference

Prior to final award or completion of a draft contract (counsel review), the [ATCA](#) will contact NVTa's Finance Department (FD) to confirm that the business has a valid business license.

- i. If the business has a valid license, a license number will be recorded in the procurement file and, if a contract, will be forwarded to counsel with the draft contract.
- ii. If the business does not have a valid business license, they will be referred to the FD to discuss their services and the process for obtaining a license.

4. Reasonableness of Price – Price Analysis or Cost Analysis

In all FTA, state, local, and general funded procurements, a price analysis or cost analysis shall be used to determine the reasonableness of the bid price. A price analysis will normally be used to evaluate reasonableness. However, if a valid price analysis cannot be completed, a cost analysis of a bid price may be conducted.

a. Price Analysis

"Price analysis" is the process of examining and evaluating a prospective price without evaluation of the separate cost elements or proposed profit of the prospective supplier.

Normally, price analysis may be accomplished through one or more of the following activities:

- i. Comparison of prices received in a bidding situation;
- ii. The comparison of prior quotations and contract prices with current quotations for the same or similar end items (to provide a suitable basis for comparison, appropriate allowances must be made for differences in such factors as specifications, quantities ordered, time for delivery, etc.);
- iii. The use of "yardsticks" (such as dollars per pound, per horsepower, or other units) to point out apparent gross inconsistencies which should be subjected to greater pricing inquiry;
- iv. The comparison of prices set forth in published price lists issued on a competitive basis, published market prices of commodities, and similar indicators, with discount or rebate arrangements;
- v. The comparison of proposed prices with estimates of cost independently developed by personnel within NVTa; or,
- vi. The comparison of prices paid by other users (government or commercial) of the same or similar items to the proposed prices.

b. Cost Analysis

"Cost analysis" is the review and analysis of a contractor's cost or pricing data and of the factors applied in projection from the data to the estimated costs in order to form an opinion on the degree to which the contractor's proposed costs represent the cost of performance of the contract, assuming reasonable economy and efficiency.

As compared to price analysis, cost analysis involves a more detailed review of the contractor's/offeror's proposal.

Normally, cost analysis may be accomplished through the following:

- i. Verify contractor's cost data.
- ii. Evaluate specific elements of costs and project these elements to determine the effect on prices of such factors as:

- (i) The necessity for certain costs;
 - (ii) The reasonableness of amounts estimated for the necessary costs;
 - (iii) Allowances for contingencies; and
 - (iv) The basis used for allocations of particular overhead costs to the proposed contract.
- iii. When the necessary data is available, compare the contractor's estimated cost with:
 - (i) Actual costs previously incurred by the contractor;
 - (ii) The contractor's last prior cost estimate for the same or similar estimates;
 - (iii) Current cost estimates from other possible sources; and
 - (iv) Prior estimates or historical costs of other contractors manufacturing the same or similar items.
- iv. Forecasting future trends in costs from historical experience:
 - (i) In periods of either rising or declining costs, an adequate cost analysis must include some evaluation of the trends.
 - (ii) In cases involving recently developed, complex equipment, even in periods of relative price stability, trend analysis of basic labor and materials costs should be undertaken.

In performing a cost analysis, there are three questions that should be asked in the examination of costs, particularly those in the overhead area:

- i. Is the cost allowable in accordance with guidelines in Section 31 of the Federal Acquisition Regulations (FAR)(2)?
- ii. Is the cost allocable to the particular project?
- iii. Is the cost reasonable?

If only one bid is received, the sole bidder must cooperate with NVTAs as necessary in order for its bid to be considered for award. A new solicitation of bids may be made if the single bid price appears unreasonable or if no determination is made as to the reasonableness of the single bid.

5. Best Value

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the agency.

6. Tag-ons

"Tag-on" is defined as the addition of work (supplies, equipment or services) that is beyond the scope of the original contract that amounts to a cardinal change. "In scope" changes are not tag-ons.

The use of tag-ons is prohibited and applies to the original buyer as well as to others.

7. Piggybacking

"Piggybacking" is an assignment of existing contract rights to purchase supplies, equipment, or services.

Piggybacking is permissible when the solicitation document and resultant contract contain an assignability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, competed, evaluated, and awarded. If the supplies were solicited, competed and awarded through the use of an Indefinite Delivery Indefinite Quantity (IDIQ) contract, then both the solicitation and contract award must contain both a minimum and maximum quantity that represent the reasonably foreseeable needs of the party(s) to the solicitation and contract. If two or more parties jointly solicit and award an IDIQ contract, then there must be a total minimum and maximum. Piggy-backing requires pre approval of an assignment by NVTA and approval of the contractor or consultant.

8. Shared Services

Any Member Agency may utilize an NVTA contract for supplies or services subject to the following requirements.

- a. The Master Contract between NVTA and the contractor or consultant must be final and effective for the term required.
- b. The Master Contract must provide that Member Agencies may individually contract for the supplies or services covered by the agreement directly with the Contractor or Consultant.
- c. NVTA shall enter into an agreement with the Member Agency for shared services.

1. Member Agencies utilizing shared services must agree to indemnify and defend NVTa for all liability resulting from the use of a Master Agreement or as a result of any supplies or services contracted for by the Member Agency. NVTa will not be a party to the Sub-Agreement.
- d. The Member Agency must complete the Member Agency Sub-Agreement with the Contractor or Consultant.
 1. Sub-Agreements may allow for Member Agencies to include additional insurance requirements or require a scope of work be attached to the Member Agency Sub-Agreement.
 2. The Sub-Agreement must be signed by the Member Agency authorized signatory and by the Contractor or Consultant. Member Agencies shall work directly with the Contractor or Consultant to negotiate and finalize scope, pricing, billing and terms of service.

9. Use of Brand Name

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient characteristics of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

10. Options

NVTa may include options in contracts. An option is a unilateral right in a contract by which, for a specified time, a grantee may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. If NVTa chooses to use options, the requirements below apply:

a. Evaluation of Options

The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered sole source procurement.

b. Exercise of Options

- i. NVTa must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded.

- ii. An option may not be exercised unless NVTa has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.
- iii. Options must be evaluated at the time of the original bid, and the cost basis for exercising the option must be established at the time of the bid.
- iv. Option prices and/or conditions cannot be negotiated at the time of the exercise of an option.

11. Advance Payments

NVTa does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs except as allowed by FTA requirements. There is no prohibition on NVTa's use of local match funds for advance payments. However, advance payments made with local funds before a grant has been awarded, or before the issuance of a letter of no prejudice or other pre-award authority, are ineligible for reimbursement.

12. Progress Payments

NVTa may use progress payments provided the following requirements are followed:

- a. Progress payments are only made to the contractor for costs incurred in the performance of the contract.
- b. NVTa must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit or equivalent means to protect NVTa's interest in the progress payment.

13. Procurement by Micro-Purchases

Purchases below \$3,000 may be made without obtaining competitive quotations if it is determined by the PM that the price is fair and reasonable. The PM will document how this determination was derived. The Davis-Bacon Act applies to public works/construction contracts exceeding \$2,000.

14. Small Purchases

For goods and other professional services procurements between \$3,000 and \$100,000, insofar as is practical, no less than three bids shall be solicited. Oral quotes will be accepted with written confirmation received in 24 hours. The responsibility for soliciting quotations rests with the PM. Appropriate documentation, including but not limited to a list of the vendors contacted, a fair and reasonable price determination and the quotes received, shall be filed with the project documentation.

15. Construction and Major Capital Purchases exceeding \$4,000

- a. Major FTA-funded capital projects must further follow FTA's Construction and Project Management Guidelines:

<https://www.transit.dot.gov/funding/procurement/fta-project-and-construction-management-guidelines-2016>

- b. Major FHWA/State-funded projects must further follow Caltrans' Local Assistance Guidelines:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>

- c. Additional references and procedures can also be found at:

Caltrans Construction Manual (July 2017)

<http://www.dot.ca.gov/hq/construc/constmanual/>

Construction Contract Standards

http://www.dot.ca.gov/hq/esc/oe/construction_standards.html

Caltrans Engineering Guidelines, Manuals and Training

<http://www.dot.ca.gov/hq/esc/oe/guidance.html>

E. Competitive Procurement Process

Ensuring Most Efficient and Economic Purchase

Proposed procurements must be reviewed by NVTa staff to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.

When appropriate, an analysis will be made of lease vs. purchase alternatives to determine the most economical approach.

Additionally, to ensure sufficient procurement planning and forecasting, consideration should be given to establishing contractual relationships with suppliers and obtaining bids on repetitive purchase items—for example, parts or shelter repairs—to ensure competitive pricing based upon economies of scale. Grouping and bidding these purchases will ensure favorable pricing based on economies of scale. Creating blanket agreements will lead to a decrease in prices and an increase in efficiency.

Restricted or Prohibited Contracting Methods – The following contract types are prohibited or restricted, as dictated by 2 CFR Part 200- Uniform Guidance:

- Cost Plus a Percentage of Cost – The use of Cost Plus a Percentage of Cost contracts is expressly prohibited as a method of contracting.

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- Time and Materials – NVTA staff may exercise the use of a Time and Materials contract only after determining that no other contract type is suitable and if the contract specifies a ceiling price that the contractor may not exceed except at its own risk.

Procurement by Sealed Bids/Invitation for Bid (IFB)

1. For sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business;
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; and
- d. No discussion with bidders is needed.

2. If this procurement method is used, the following requirements apply:

- a. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids;
- b. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond;
- c. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- d. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder.
- e. Any or all bids may be rejected if there is a sound documented business reason.

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This method of procurement may be utilized for the purchase of vehicles and equipment. The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (1) above apply.

The procurement files will contain an explanation for the choice of the procurement process being used.

1. Invitation for Bids (IFB)

The ATCA will work through the ED/PM and counsel for the release of all

- a. RFPs for goods and service;

- b. release of professional service contracts; and
- c. capital projects.

NVTA procurement procedures and FTA guidance will be followed for IFB procurements.

2. Recording of Bids

To assist in having a complete record of the procurement history, for all IFBs records of the bid number, bid opening date and time, general description of the procurement item, names of bidders, prices bid, and any other information required for bid evaluation, shall be kept in the official procurement file and be available for public inspection. When the items are too numerous to warrant the recording of all bids completely, an entry shall be made of the invitation number, opening date and time, general description of the procurement items, and the total price bid where definite quantities are involved.

The official record shall be completed as soon as practical after bids have been opened and read aloud. [ATCA](#) shall be responsible for maintaining files of these records and abstracts for goods and service, professional services, and capital projects.

3. Tabulation of Bids

Bids shall be evaluated on the basis of responsiveness and responsibility indicated in the IFB. Award shall be made to the bidder submitting the lowest bid, unless NVTA determines that the bid is not responsive and/or the bidder is found to be not responsible.

4. Analysis of Limited Bid Response

If one (1) bid has been received, the PM or [ATCA](#) will contact vendors to determine reasons for the single bids. The purpose of this examination is to ascertain and document the reason for the single bid. If the determination is that the IFB restricted competition, the procurement may be rebid. A price or cost analysis shall be performed to establish the reasonableness of the bid price before an award is made.

5. Determination of Responsiveness

a. Any bid which fails to conform to the essential requirements of the invitation for bids, such as specifications, delivery schedule, warranty, or the required bid documents, shall be rejected as non-responsive.

b. The originals of all rejected bids, and any written findings with respect to such rejections, shall be preserved in the file relating to the procurement.

6. Responsible Bidder Evaluation

Before awarding the contract, NVTA shall determine that a prospective contractor is responsible and that prices are reasonable. Bidders may be asked to provide any information required to determine the responsibility of the bidder. A responsible bidder is one who meets the standards set forth below:

- a. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
- b. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
- c. Has a satisfactory record of performance. Contractors who are, or have been seriously deficient in current or recent contract performance, when the number of contracts and the extent of deficiency of each are considered, may be considered to be non-responsible bidders. Documented past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
- d. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- e. Has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them.
- f. Has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

Evaluation of the responsibility of prospective contractors may be made based upon the following sources:

- i. A list of debarred, suspended or ineligible firms or individuals.
- ii. From the prospective contractor's bids and proposals, replies to questionnaires, financial data such as balance sheets, profits and loss statements, cash forecasts, and financial histories of the contractor and affiliated concerns; current and past production records, list of tools, equipment, and facilities, written statements or commitments concerning financial assistance and subcontracting arrangements.
- iii. Publications, including credit ratings, trade and financial journals, and business directories and registers may also be used.
- iv. References such as suppliers, subcontractors, customers of the prospective contractor, banks and financial institutions, commercial credit agencies, other government agencies, purchasing and trade associations, and better business bureaus and chamber of commerce.
- v. Documented past performance on contracts with NVTA.

The procurement files will document the determination of responsive and responsible bidders.

7. Rejection of Individual Bids

Any bid that fails to conform to the essential requirements of the invitation for bids, such as specifications, delivery schedule, warranty, or the required bid documents, shall be rejected as non-responsive.

8. Consultant Selection

This procurement procedure usually involves a single step process with issuance of a request for proposal (RFP) to all interested consultants. For non-A&E consulting contracts, a cost proposal shall be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the local agency standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation.

Develop Technical Criteria for Evaluation of Proposals

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals. In-State or local preference shall not be used as factor in the evaluation, ranking, and selection phase. All non-technical evaluation criteria, including DBE participation, shall not exceed 10 percent (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. Exhibit 10-B: Suggested Consultant Evaluation Sheet is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

9. Develop Final Ranking and Notify Consultants of Results

The selection committee evaluates each proposal; interviews the three or more highest ranked consultants (short listed) if noted in solicitation; and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. The local agency may have an established procedure adopted for conducting debriefings but may also consider the following: The selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

10. Adoption of California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM) Chapter 10: Consultant Selection

Pursuant to 23 CFR 172.5, the NVTA, as a sub-recipient of funding from Caltrans, shall adopt Chapter 10 of the LAPM. See Appendix E.

~~8-11.~~ Award of the Contract

Unless all bids are rejected, award shall be by written or electronic notice, within the time for acceptance specified in the bid or extension thereof, to the responsible and responsive bidder whose bid, conforming to all the material terms and conditions of the IFB, is the lowest in price.

When award is made to other than the lowest bidder, NVTA will document in the procurement files the reason for not choosing the lowest bid.

~~9-12.~~ Project Completion

All original documentation related to each procurement such as the IFB, bid, control record, board report, ICE, background data, evaluation criteria and scores, meeting reports/notes, as well as the logs documenting bid opening

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dates and bid receipt dates will be submitted to the [ATCA](#) for storage when the file becomes inactive. For audit purposes, complete procurement files will be maintained for a minimum of five (5) years after the project is closed out and completed unless a different time period is mandated by a funding entity.

~~40.13.~~ Request for Qualifications (RFQ) / Request for Proposals (RFP)

The Request for Proposals (RFP)/Request for Qualifications (RFQ) competitive procurement process is used when conditions are not appropriate for the use of an IFB. The latter is generally the case in the purchase of services such as lease agreements, maintenance and service contracts, rental contracts, and professional service contracts. The RFQ/RFP process for goods and services is coordinated by the [ATCA](#) and managed by the PM. The RFQ/RFP process for professional services is managed by the PM and the PM shall consult the latest federal and state procedures for the procurement process.

The RFQ/RFP process is a competitive negotiated procurement process that requires evaluation of offeror's proposed costs and understanding of the contract performance requirements in accordance with established evaluation criteria. The competitive negotiated procurement process does not require award to the lowest offeror.

a. Pre-qualified Contractor Lists

NVTA staff will ensure that all lists of pre-qualified persons, firms, or products that are used in acquiring supplies, equipment, and services are current and include enough qualified sources to ensure maximum full and open competition. Also, NVTA staff will not preclude potential bidders from qualifying during the solicitation period—from the issuance of the solicitation to its closing date.

NVTA may issue a RFQ or RFP in order to create a pool of qualified consultants that will be placed on a "pre-qualified list" for future services or consulting contracts with NVTA. Pre-qualified consultant lists shall not be utilized for any contract subject to award to the lowest responsible bidder pursuant to State law. Pre-qualified consultants will remain eligible for consideration and contract negotiation on an as-needed basis for three years from the pre-qualification notification date. This date may be extended by NVTA in its sole and absolute discretion for an additional two years for a total of five years. Pre-qualified consultants are not guaranteed a contract. NVTA reserves the right, in its sole discretion, to utilize other authorized procurement methods for services or consulting contracts and to not use the pre-qualified list process.

NVTA may make lists of prequalified consultants available for use by its Member Agencies. Member Agencies should check with the NVTA Contract Manager to determine if pre-qualified lists are available. Each Member Agency must enter into an agreement with NVTA prior to utilizing a prequalified list that indemnifies NVTA for any liability

resulting from the use of the prequalified list or as a result of any contract between a Member Agency and a pre-qualified consultant.

Each Member Agency may issue a Request for Proposals to consultants on the pre-qualified list, reflecting the Member Agency's individual contracting requirements and Scope of Work. Member Agencies are responsible for ensuring that the competitive process and any resulting contract meets all applicable state, local and federal requirements. Member Agencies will be responsible for processing and negotiating their RFP and any resulting contract award. NVTa will not be a party to any contract between a Member Agency and a pre-qualified consultant.

b. Issuance of RFQP and RFP Packet

The RFQ/RFP packet will include the following:

- i. Instructions To Proposers - General instructions concerning the proposal format, pre-contractual expenses, contract conditions, pre-proposal conferences, and other information.
- ii. Attachments - Required forms to be completed by the proposer and submitted with the proposal.
- iii. Exhibits - These can be documents which display key facts, specifications, maps, report formats, and other important information to clearly define the goods or services needed in order for the proposers to properly respond to the RFQ/RFP.
- iv. Scope of Work - Each RFQ/RFP will contain a statement or scope of work prepared by the PM which provides a clear and accurate description of the technical requirements for the materials, products, or services being produced. A statement or scope of work should only state the actual minimum needs of NVTa, and be developed in a manner designed to promote full and open competition. At a minimum, the statement or scope of work should address the following areas:
 - (i) A detailed description of the work to be performed outlining various tasks or phases to be performed, and defining the limits of the proposed project;
 - (ii) A requirement for periodic reporting or progress on the project if the procurement involves consultant or professional services;
 - (iii) A proposed delivery schedule; and,
 - (iv) A proposed contract period.

v. Evaluation Criteria – Each RFQ/RFP will contain the criteria and method that will be used to select the successful proposer. If the selection is to be made by lowest price, that will be stated in the solicitation documentation. If the selection process will be a “best value” determination, the solicitation will state so and the relative significance of each criteria will also be included in the solicitation document.

(i) Evaluation criteria will be developed and fully modeled prior to the release of the RFP, along with the development of any scoring methodology/forms to be used by the evaluation panel. Any consideration of price in the criteria will include separate evaluation for operations and maintenance (O&M) costs, and capital/procurement costs, placing emphasis on the impact of O&M costs to NVTa.

c. Control Record

A control record will be maintained by the [ATCA](#) in the procurement file as RFP packets are distributed to prospective bidders. The control record profiles the following information:

- i. Date and time RFQ/RFP packets are distributed.
- ii. Names and addresses of vendors receiving the RFQ/RFP and if applicable vendors attending a pre-proposal conference.

The control record serves as a mailing list for the issuance of addenda and provides a record for verification in cases of vendor protests and other issues.

d. Pre-Proposal Conference

A pre-proposal conference may be used as a means of briefing prospective proposers and explaining complicated specifications and requirements to them as early as possible after the RFQ/RFP has been issued and before the proposals are received. Any information distributed at the pre-proposal conference will be made available to all other prospective proposers in a reasonable time prior to the closing of the bid period, and a copy will be maintained in the procurement file. A roster of attendees at the pre-proposal conference will also be maintained in the procurement file as part of the control record. NVTa will never require vendor attendance at a pre-proposal conference as eligibility for submitting a qualified proposal.

e. Evaluation and Selection Process

Proposals submitted in response to the RFQ/RFP will be evaluated by an Evaluation Committee established by NVTa, in accordance with the criteria set forth in the RFQ/RFP. The Evaluation Committee shall score the proposals and make a recommendation for award of the contract. Original scoring forms, or summary records of the Evaluation Committee scoring, will be maintained in the procurement file.

44.14. Architectural / Engineering Services Request for Qualifications

The Architectural/Engineering RFQ/RFP process or the RFQ qualifications-based process will be used for the procurement of architectural and engineering (A/E) services and related services such as program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, or related services.

Following this method, competitors' qualifications are evaluated and the most qualified competitor is selected subject to negotiation of fair and reasonable compensation. Under this method, NVTa may not consider price as an evaluation factor in determining the most qualified offeror. Negotiation is conducted with only the most qualified offeror. This method, where price cannot be used as an evaluation factor and negotiations are conducted with only the most qualified offeror, can only be used in procurement of the above services. This method of procurement cannot be used to obtain other types of services even through a firm that provides the above types of services are also potential sources to perform other services.

a. Issuance of an "A/E" RFQ

A notice of an RFQ will be prepared by the [ATCA](#) and will be advertised as a public notice in a newspaper of general circulation and/or in an electronic format on a website that is accessible by the public and vendor community. Additional sources for posting the A/E RFP may include national and state print or online transit community publications.

b. Pre-proposal Conference

A pre-proposal conference may be used as a means of briefing prospective proposers and explaining complicated specifications and requirements to them as early as possible after the RFQ has been issued and before the proposals are received. Any information distributed at the pre-proposal conference will be made available to all other prospective proposers in a reasonable time prior to the closing of the bid period, and a copy will be maintained in the procurement file. A roster of attendees at the pre-proposal conference will also be maintained in the procurement file. NVTa will require vendor attendance at a pre-proposal conference.

c. Evaluation and Contract Negotiation

The steps to be used for proposal evaluation and contract negotiation for A/E and related services solicitations are as follows:

- i. A qualified evaluation committee shall be established by the PM to review eligible firms and all responses to a RFQ. The evaluation committee is briefed by the PM on NVTa procedures and instructed to maintain confidentiality about the proposal evaluation process.
- ii. Evaluation Committee evaluates the firms based on:
 - (A) Professional qualifications for performance of the required services;
 - (B) Specialized experience and technical competence in the type work required;
 - (C) Capacity to accomplish the work in the required time; and,
 - (D) Past performance in terms of cost control, quality of work and compliance with performance schedules.
- iii. Evaluation team ranks the proposers and if necessary holds discussions with the most highly qualified firms ("short list").
- iv. Evaluation team prepares a selection report listing in order of preference, those firms that are considered to be the most highly qualified to perform the required services. The report should include a description of the discussions and evaluations by the team to allow the review of the basis upon which the recommendations were made. A copy of the selection report will be maintained in the procurement file.
- v. The final selection shall be made by the PM or ED.

42-15. Sole Source Procurements

Sole source procurement is a purchase accomplished through solicitation or acceptance of a proposal from only one source; or, if after solicitation of a number of sources competition is determined inadequate. A sole source purchase must be documented as to the reasons why only one supplier is acceptable.

Sole source procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

- a. The item is available only from a single source;

- b. The public exigency or emergency (i.e., a threat to public health, welfare, safety, property or other substantial loss to NVTA, or a situation requiring immediate action by NVTA, as determined by NVTA) for the requirement will not permit a delay resulting from competitive solicitation;
- c. FTA authorizes noncompetitive negotiations;
- d. After solicitation of a number of sources, competition is determined inadequate; or
- e. The item is an associated capital maintenance item as defined in 49 U.S.C. § 5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify in writing to FTA:
 - i. That such manufacturer or supplier is the only source for such item; and
 - ii. that the price of such item is not higher than the price for such item by like customers.

A cost analysis must be conducted before an award of sole source contract.

The reasons for the sole source procurement and the cost analysis will be documented in the Procurement File.

43-16. Emergency Procurements

Emergency procurements (defined as purchases immediately necessary for the preservation of life or property, or to prevent an immediate termination of a critical NVTA function or activity) will be handled immediately and expedited as required. The ED has the authority to approve the purchase of all goods and services in emergency conditions. If the ED is unavailable to authorize an emergency procurement, the ED may provide the PM with the necessary authorization. Upon completion of the emergency procurement, the PM will document the actions taken and execute a proper requisition.

44-17. Vendor Protest Procedures

Protest procedures will be included directly or by reference in all procurements. For procurements under \$100,000 vendors need to be directed to NVTA's website where a copy of the protest procedures can be obtained. For procurements over \$100,000 the protest procedures will be included in the procurement solicitation.

- a. NVTA Protest Procedures

A protest must be submitted by an Interested Party no later than [seven \(7\)](#) business days prior to the date and time designated for submittal of bids or proposals or within 5 business days after the allegedly aggrieved person or party is notified of the intent to award or recommend award of the contract. If the fifth day falls on a Saturday, Sunday or holiday it shall be submitted by 5:00 p.m. the following business day. All protests must be in writing and shall contain the following:

- the procurement title and/or number under which the protest is made;
- the name and address of the allegedly aggrieved party;
- a detailed description of the specific grounds for the protest and all supporting documentation;
- the specific ruling or relief requested; and
- the written protest shall be addressed to Executive Director, NVTa, 625 Burnell Street, Napa, CA 94559 with copies sent to all other bidders.

1) Response to Protest.

- i. Upon receipt of a timely written protest, the ED will consider the protest in accordance with established procedures and promptly issue a written decision stating the reasons for the action taken and informing the allegedly aggrieved person of his/her right to appeal the decision to the Chairman of the Board.
- ii. The decision made by the ED shall be final and conclusive unless appealed in writing to the Board Chair within 5 business days of receipt by the protestor. The Board Chair will consider the appeal and promptly issue a written decision, which shall be final and conclusive.
- iii. A Protestor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the protestor's right, if any, to commence litigation.
- iv. Failure to comply with these protests and appeal requirements will render a protest or an appeal untimely or inadequate and may result in its rejection by NVTa.
- v. After the exhaustion of all administrative remedies, the protestor shall have 10 calendar days to commence litigation. Failure to commence litigation within this limitation shall constitute an absolute waiver of the protestor's right. State laws permit NVTa to award and execute the Contract during this 10-day period.

- vi. Public Work/Construction Contracts. For construction contracts awarded by the NVTB Board, the protesting party may appear and be heard at the meeting during which the contract is scheduled for award. In the event a protesting party has been declared non-responsible, the protesting party is entitled to a public hearing before the Board.

b. Written Protest Procedures for FTA Funded Projects~~FTA Appeals~~

(Only if Federal Transit Administration funds are used in the procurement)

- ~~i. A protestor adversely affected by a decision of NVTB may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1(F) or its successors,~~
- ~~ii. Under the provision of the FTA Circular, FTA will only review protests regarding:~~
 - ~~(i) The alleged failure of NVTB to have written protest procedures or the alleged failure to have followed such protest procedures;~~
 - ~~(ii) The alleged failure to review a complaint or protest; or,~~
 - ~~(iii) Alleged violations of federal law or regulation.~~
- ~~iii. In accordance with the FTA Circular, such protest must be filed no later than five (5) days after the protestor knew or should have known of NVTB's alleged failure listed above.~~
- ~~iv. NVTB may proceed with procurement in spite of a pending protest to the FTA under the following conditions:~~
 - ~~(i) The items to be procured are urgently required;~~
 - ~~(ii) Delivery or performance will be unduly delayed by failure to make the award promptly; or,~~

~~Failure to make prompt award will otherwise cause undue harm to NVTB or the Federal Government.~~

All disputes relating to NVTB for FTA procurements will be addressed as documented in Article

Appeals and Remedies. In all instances where a protest is received in regards to a contract required to comply with PTA Circular 4220.1F, as may be amended, NVTB is required to disclose information regarding the protest to FTA. All protest decisions must

be in writing. A protester must exhaust all administrative remedies with NVTA before pursuing a protest with FTA.

FTA protest reviews will be limited to: 1) NVTA's failure to have, or to have followed, its protest procedures, or its failure to review a complaint or protest; or 2) violations of federal law or regulation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within 5 business days of the date the Protester knew or should have known of an adverse decision by NVTA or other bases of appeal to FTA. Violations of federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of the State or local authorities.

CHAPTER 4 CONTRACT ADMINISTRATION

F. Contract Administration Guidelines

1. NVTA will originate the agreement.
2. Once a contract has been fully executed, a Notice to Proceed will be issued to initiate contract work.
3. All agreements will be assigned a contract number, which must be referred to on all orders and the contractor's invoices.
4. PM, ED and FD will approve all invoices before payment is issued.
5. For each contract over \$100,000 a contracting administrator will be assigned to monitor contract terms and conditions. The contract administrator and the project manager should not be the same individual.
6. A contract amendment is necessary for a change in scope of work, term or compensation and must be completed before additional work or payment is authorized.
7. A copy of the procurement document must be included with the contract files, including an explanation of the process used in procuring the goods or services.
8. The ED/PM will prepare a letter of completion for the NVTA Board of Director's approval and recorded with the Napa County Recorder's office.

G. Federal Procurement Requirements and State Law

The formation of contracts shall conform to the Federal Transit Administration's (FTA) Third Party Contracting Guidance, as contained in FTA Circular 4220.IF, and applicable California State law, whichever is more stringent. Any subsequent changes or amendments to either the Circular or State law after the

effective date of this Procurement Policy shall be incorporated into said Policy by this reference.

The procurement rules dispersed throughout this Policy are extracted from, or fashioned after, FTA Circular 4220.F, and Third Party Contracting Guidance.

The aforementioned Circular applies to all FTA grantees and sub-grantees that contract with outside sources under NVT A-assisted programs. This Circular sets forth the requirements that NVT A, as a grantee, must adhere to in the solicitation, award, and administration of its FT A-assisted third party contracts.

If a grantee accepts FTA operating assistance, the requirements of this Circular apply to all transit-related third party Purchase Orders and contracts awarded with only that portion of operating funds specifically allocated to the property or services being procured. These requirements do not apply to procurements undertaken in support of capital or non-capital projects completely accomplished without PTA funds, or to those operating and planning contracts awarded by grantees that do not receive FTA operating and planning assistance.

Conformance with State and Local Law. NVT A shall use its own procurement procedures that reflect applicable State and local laws and regulations, provided that the procurements conform to applicable federal law, including the requirements and standards identified in FTA Circular 4220.IF.

Self-Certification. The FTA intends to rely primarily on grantees' "self-certifications" that their procurement system meets FTA requirements to support the required finding that a grantee has the technical capacity to comply with Federal procurement requirements. Consequently, the Executive Director must self-certify NVT A procurement system in the FTA Annual Certification/Assurance Process when applying for grants. The FT A will monitor compliance as part of its routine oversight responsibilities.

FTA procurement requirements are set forth in FTA Circular 4220.1(F) and its successors. NVT A will comply with all requirements and used the Circular as a supplement to these procedures.

When FTA issues new requirements, they will be incorporated into NVT A's procurement procedures. Additionally, each year when NVT A signs its Annual Certification and Assurances, it will review the FTA website to determine if changes need to be made to any of the procurement policies or procedures. Also, NVT A will review FTA's list of required clauses, which should be in the triennial review handbook on the web site, to update the clauses used by NVT A. A list of the clauses as of October 1, 2012 is included in Appendix A.

APPENDIX LIST

- A. FTA Required Model Clauses
- B. Determination of Price Reasonableness
- C. Procurement File Checklist
- D. Procurement Documentation Checklist

APPENDIX A: FTA & FHWA Required Clauses

The FTA requires certain contract provisions for each procurement depending on the nature, type and value of the procurement. As the federal government makes regular updates to procurement guidelines and the clauses required in such, the [ATCA](#) will reference the required clauses tables provided by the FTA either through the Best Practices Procurement Manual (BPPM) or the Triennial Review Program latest workshop workbook available through the FTA website.

~~Updated: April 2014~~

- ~~• Triennial Review Program FY2014 Workshop Workbook:~~

~~http://www.fta.dot.gov/documents/FY_2014_Triennial_Review_Workshop_Workbook_Rev_2.pdf~~

- [Best Practices Procurement Manual](#)

http://www.fta.dot.gov/grants/13054_6037.html

- [Third Party Contract Requirements – FTA Circular 4220.1F](#)

http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf

- [FTA Frequently Asked Questions Procurement and Contracting](#)

<http://www.fta.dot.gov/grants/14032.html>

The FHWA requires certain contract provisions for each procurement depending on the nature, type and value of the procurement. As the federal government makes regular updates to procurement guidelines the PM shall reference the applicable provisions as outlined in the current edition of the Local Assistance Procedures Manual issued by Caltrans.

<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>

APPENDIX B: DETERMINATION OF PRICE REASONABLENESS

PO/Contract Number: _____ (If applicable)

Vendor: _____

Items Purchased: _____

The price(s) paid for item(s) received under this purchase are determined to be fair and reasonable, based on the following (as checked):

- ☐ Adequate competition
- ☐ Current price lists
- ☐ Catalog price
- ☐ Prices found reasonable on recent previous purchases
- ☐ Advertisements
- ☐ Similar items in a related industry
- ☐ Independent price estimate (based on a good understanding of what the item should cost)
- ☐ Other basis. Explain Below:

Prepared By: _____

Date: _____

APPENDIX C: PROCUREMENT FILE CHECKLIST

GENERAL INFORMATION

Procurement Summary Memo (utilize template)

- General Description of the Procurement Item
- Explanation of the choice of procurement being used
- Federal Clauses and Certifications Checklist
- Bid Number
- Procurement Control Record
 - Date/Time RFP is distributed
 - Names/Addresses of Vendors receiving such
- Independent Cost Estimate
- Price/Cost Analysis
- Bid Opening Date/Time
- Names of Bidders
- Bid prices
- Determination of Responsive and Responsible Bidders
- Bid Evaluation Information
- Original scoring forms, or summary records of the Evaluation Committee scoring
- Reason for not choosing the lowest bid, if such is not chosen
- California Secretary of State Business Entity Web Page Printout
- Santa Rosa Business License Number
- Selection Report

IF APPLICABLE

- Buy America Certifications
- Lobbying Certifications
- EPLS Web Page Printouts
- Pre-Proposal Conferences
 - List of information made available
 - List of vendors attending

APPENDIX D: PROCUREMENT DOCUMENTATION CHECKLIST

Contract #: _____ Date: ____/____/____

Project: _____

Contract Term: _____

TAB 1 - Project Identification:

- ☐ Project planning and identification
- ☐ Rationale for method of procurement
- ☐ Selection of Contract Type
- ☐ Written narrative of Procurement (over \$100,000)

TAB 2 - Solicitation Development:

- ☐ Independent Cost Estimate
- ☐ If only quotes required, check here
- ☐ State or local government purchasing schedule
- ☐ No geographic preferences
- ☐ Solicitation and specification development
- ☐ Appropriate supporting documentation
- ☐ Attachment of required federal clauses and certifications
- ☐ Bus Contract (less than five years)
- ☐ Progress payments-Provisions for title to property (materials, work in progress, and finished goods)
- ☐ Other provisions (e.g. performance bond)

TAB 3 - Solicitation and Bid Opening:

- ☐ Advertisement of the solicitation (no geographic preference)
- ☐ Approved Equals/Request for Clarifications process
- ☐ Documentation of Pre-Bid Meeting
- ☐ Proposal(s) opening and recording (if Sole Source, include justification)
- ☐ Review of all proposals in accordance with selection criteria
- ☐ Evaluation of all Proposals for responsiveness
- ☐ Tabulation of Proposal documents including selection criteria
- ☐ Cost or Price Analysis
- ☐ Award Selection and Justification
- ☐ Basis for contract price
- ☐ No advanced payments
 - ☐ Advanced payment justification
 - ☐ FTA approval, if required
- ☐ Progress Payments

- ☐ Written notice of activity approval given to proceed

TAB 4 - Award and Contract Administration:

- ☐ Progress Payments
- ☐ Contract w/appropriate clauses and certifications.
- ☐ Document "Change Orders" and associated "Cost or Price Analysis"
- ☐ Modify and report to oversight agency the changes to milestones and anticipated closeout.

TAB 5 - Project Closeout and Reimbursement:

- ☐ Request documentation to advance to reimbursement process
- ☐ Finalize milestones
- ☐ Begin physical and administrative closeout proceedings
- ☐ Review final project file for completeness and file away
- ☐ Request approval for project closeout

Procurement Complete : _____ (Reviewer)

Date: ____/____/____

APPENDIX E: CHAPTER 10 OF CALIFORNIA DEPT. OF TRANSPORTATION
LOCAL ASSISTANCE PLANNING MANUAL

(Attach Chapter 10 Here)

Napa Valley Transportation Authority

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Napa, CA

**Operated by
Transdev Service, Inc.**



December 2018

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INTRODUCTION

The Napa Valley Transportation Authority (NVTA) is a public agency created whose primary purpose is to provide and improve public transportation services for the Napa County area.

NVTA is governed by a 14-member appointed Board of Directors. The balances of individuals are employees of Transdev Services, Inc., (Transdev) a private corporation. These individuals carry out the day-to-day operations of the transit system. The NVTA Board has delegated the personnel management responsibilities, including the administration of the personnel policies, to Transdev Services. Such policies are reviewed by the Board and the Board retains oversight through contract provisions and reporting requirements.

The employees at Napa are employed by Transdev Services, Inc., (Transdev) a private corporation. These individuals carry out the day-to-day operations. The above agencies have delegated the personnel management responsibilities, including the administration of the personnel policies, to Transdev.

In order to maintain the oversight necessary to meet the fiduciary responsibilities involved in the EEO requirements of the Federal Transit Administration (FTA) contract, the responsibility of this program is delegated to the Transdev General Manager, Cheryl Drake.

The following Equal Employment Opportunity Program is for the benefit of all applicants and employees of Transdev. In this Program, Napa Fixed Route and Paratransit services and Transdev reaffirm their commitment to equal employment opportunity for all applicants and employees regardless of gender, race, sex, religion, color, creed, age, national origin, ancestry, genetic, marital status, citizenship status, veteran status, disability, sexual orientation or any other factor prohibited by applicable federal, state or local law.

Equal employment opportunity has been identified as a basic element in the operating philosophy of this organization. This EEO Plan is presented as a statement of commitment and as a guide for future action in meeting equal employment opportunity goals as required by the provisions in the grants contracts with the Federal Transit Administration.

STATEMENT OF POLICY

Transdev Services, Inc. (Transdev) is a continuing Equal Opportunity Employer, committed to EEO for all persons, regardless of race, color, national origin, sex, creed, age or disability to create and maintain a qualified and diverse workforce. Transdev is committed to the development of specific goals and timetables in the event of any underutilization of its human resources. Transdev will afford equal employment opportunities to employees and applicants, and will not tolerate discrimination based on gender, race, sex, religion, color, creed, age, national origin, ancestry, marital status, citizenship status, veteran status, disability, sexual orientation, gender identity, pregnancy, genetic information or any other factor prohibited by applicable federal, state or local law.

This policy applies to all terms, conditions, employment practices and privileges of employment including recruitment, selection, on-boarding, initial periods of employment, job assignments, training and development, working conditions, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreation programs, termination and separation and other terms and conditions of employment. Transdev is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

The responsibility for the implementation and monitoring of the EEO Program is assigned to Human Resources, specifically Xanadu Cain, Human Resources Generalist who reports directly to the General Manager. An Affirmative Action Program has also been developed and is available for review in Human Resources. The goals of this program are:

- To recruit, hire and promote qualified employees without regard to gender, race, sex, religion, color, creed, age, national origin, ancestry, sexual orientation, gender identity (transgender status), HIV status, marital or veteran status or disability or any other legally protected status.
- To base employment decisions on the principles of Equal Employment and Affirmative Action.
- To fill employment and promotional opportunities utilizing only job-related criteria.
- To administer personnel actions, such as compensation, benefits, transfers, layoffs, Company sponsored training programs and social and recreational programs on a non-discriminatory basis.

Implicit in our policy is the commitment of the Company to maintain a work environment that is safe, productive and free from harassment of any kind, including sexual harassment. The Company identifies itself as an Equal Opportunity Employer in advertising for employees, recruiting brochures, employee manuals, bulletin board postings of EEO and Unlawful Harassment policies and all day-to-day practices.

Moreover, we individually and collectively share the responsibility for understanding the great importance of pleasant working associations, and assuring that every employee is welcomed, accepted and rewarded according to his or her contribution toward the attainment of our goals and objectives.

Principal and direct responsibility for successful implementation of this policy in a uniform manner has been assigned to the Human Resources Department. Within their respective areas of responsibility, all managerial and supervisory personnel are accountable to ensure compliance with this policy. Questions, comments, concerns or to voice complaints regarding this Equal Employment Opportunity and Affirmative Action Policy should be directed to the Human Resources Representative.

The purpose of Transdev Service, Inc.'s ("Transdev") EEO/AA Plan is to formalize Transdev's commitment to diversity and equal employment opportunity. It demonstrates Transdev's efforts to monitor the composition of its EEO occupational categories and its overall workforce by racial, ethnic, and gender classifications. In addition, the plan demonstrates Transdev's efforts to identify and correct areas of underutilization. Transdev takes specific steps to eliminate unlawful discrimination, as well as the effects and appearance of unlawful discrimination. The affirmative action steps taken by Transdev ensures policies, practices, and programs facilitate non-discriminatory efforts to establish and maintain a workforce that reflects the availability of minority and female individuals ready, willing and able to work.

In developing and implementing the EEO/AAP, Transdev has been guided by its established policy of providing equal opportunity. Any placement goals that Transdev has established herein are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing this EEO/AAP. Nothing herein is intended to sanction the discriminatory treatment of any person. Indeed, all employment decisions at Transdev are made based on job-related criteria. Thus, this EEO/AAP has been developed in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission.

The majority of Transdev employees at Napa are Operators, Utility Workers and Maintenance Technicians who are represented by the Teamsters Local 315 and a labor contract primarily with a bona fide seniority system. The contract includes language to ensure that no aspect of the contract can create a form of discrimination and at each negotiation session, typically every three years, the language is reviewed for any potential discrimination or new legislation.

This EEO/AAP does not constitute an expressed or implied contract between Transdev and its employees, job applicants, or other persons. Nothing in this EEO/AAP provides any individual or group with a private right of action against Transdev.

Transdev prohibits retaliation against any individual who in good faith files a charge of discrimination, reports harassment or who assists, testifies, or participates in any equal employment proceeding. Any applicant or employee has a right to file a discrimination complaint. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated. In the event the complaint is related to the Human Resource function, applicants or employees may file their complaint with the Compliance Manager or Regional Director of Human Resources (Phil Isaacs ; 480-677-1275) contact Transdev through the Transdev Ethics & Compliance Hotline at 1-866-850-3033 which is managed through Transdev's Legal department or contact Transdev online from our website at www.transdevna.com.

Transdev partnered with NAVEX Global to handle employee concerns through the Ethics & Compliance Hotline. The Ethics & Compliance Hotline is a tool to report possible unethical and unsafe behavior regarding harassment and retaliation, safety, fraud, or whistleblower issues. Transdev firmly believes that this method of reporting allows employees to express their concerns in a safe, non-retaliatory, and confidential manner in the effort of protecting their interest and the organization. The Ethics & Compliance Hotline is managed by our legal department, and as such, employees have the ability to ensure that their concerns are managed by either the Regional Director of Human Resources or a representative from the Legal Department to alleviate any conflict of interest.

- Employees may contact a toll-free number staffed by live operators 24-hours per day, 7 days per week, 365 days per year.
- There is a web reporting portal available 24-hours per day, 7 days per week, 365 days per year.

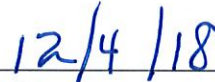
- The service has case management capabilities.
- It also has web-based reporting in 150 languages.
- In addition, there is a call-based ability to report in different languages.
- Posters are hung at within the Monmouth, NJ facility (and all locations throughout Transdev) notifying employees of the program.
- Additionally, wallet cards are distributed to all employees notifying them of the program.
- Each event is categorized, and investigations are begun.
- Finally, employees receive a timely update regarding the results of the investigation.

Employees and applicants are required to report any apparent discrimination or unlawful harassment and/or violations of the ADA. Transdev forbids any form of unlawful harassment for any circumstances as well as any harassment covered under the ADA affecting employees, passengers or others. Complaints are investigated in a prompt and thorough manner and handled as confidentially as possible.

Transdev is dedicated to this commitment, and we will maintain an environment free of unfair or illegal discrimination for all employees and applicants.



Cheryl Drake
Transdev General Manager



Date

INTERNAL DISSEMINATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY AND PROGRAMS

Managers and supervisors will be fully informed internally of Transdev's policy by the following actions:

1. Written communication from the General Manager
2. The EEO Program will be referenced in personnel and operations manuals.
3. Meetings with manager and supervisors will be held at least semi-annually to discuss the program, its implementation and progress.
4. The Equal Employment Policy and Unlawful Harassment Policy shall be posted on each official company bulletin board and other conspicuous and accessible locations.
5. The EEO Policy and Unlawful Harassment Policy contain information on contacting the EEO Compliance Manager.
6. All managerial and supervisory personnel will be reminded that their progress in meeting equal employment opportunity goals is considered an important factor in their performance and will be considered in the performance appraisal process.
7. Providing and supporting career counseling for all employees.
8. Bulletin boards, forms, and advertising used by the organization shall be monitored to ensure that information on equal employment opportunity is included as appropriate and that such materials project the image of Transdev's a fair employer.
9. Labor organizations will be notified of the EEO Program and requested to cooperate in meeting the goals established.
10. Any labor contract will include non-discrimination clauses and language that ensures a labor contract does not conflict with any employment obligation of the employer. Transdev's Legal and Labor Relations departments review each contract in preparation for renewal or initial implementation to avoid any conflicts or potential discrimination.

11. Transdev staff will meet with the Authority at least semi-annually, or more frequently if desired by the Authority, to:

- Review and identify resources in the local labor market which might improve the applicant flow for positions identified as underutilized.
- Review recruitment outreach efforts by Transdev staff for positions identified as underutilized.
- Records of such meetings, to include date, time, agenda, etc. will be maintained and retained.

12. Non-supervisory staff will be informed of Transdev's policy and program by actions such as:

- Written Communications from the General Manager
- Inclusion of the EEO Program in employee handbooks and labor contracts
- Posting official EEO posters and policy statement on bulletin boards in conspicuous and accessible locations to include employee lounges and in the Human Resource office.
- The EEO Program will be reviewed and discussed with all employees at least semi-annually at regularly scheduled meetings.
- Meetings with persons with disabilities, minorities and females for program suggestions.
- The organization's EEO Program, Equal Employment Opportunity Policy and Unlawful Harassment Policy are provided to all new employees during the new hire orientation process. Training on these policies is conducted at least annually.

EXTERNAL DISSEMINATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY AND PROGRAMS

1. Transdev disseminates its EEO policy and program to applicants and candidates through the application process and recruitment activities, including employment agencies and public media sources. Employment agencies include unions, educational institutions, minority, and women's organizations; organizations that serve communities with disabilities; community action groups; training organizations. All resources which refer applicants to Transdev will be notified that Transdev is an EEO Employer.
2. Public media sources include radio and television stations, newspapers, magazines, and other publications will be utilized as needed, depending on the labor market selected to provide a qualified and diverse candidate pool. All recruitment advertisements include a statement that Transdev is an "EEO Employer".
3. Transdev online employment applications notify applicants that Transdev is an equal employment opportunity employer in compliance with state and federal nondiscrimination laws and regulations. The online system includes a confidential section for the applicant's voluntary submission of EEO information.
4. Contract proposals and bid specifications shall include the statement that the organization is an equal employment opportunity employer.
5. When employees are pictured in consumer advertising, both minority and non-minority males and females shall be shown.
6. A copy of the Plan will be provided to the local union leadership, if any unions might be introduced to this workforce in the future.
7. Will meet with all employees and affinity groups to seek input on program installation.

DESIGNATION OF EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

The General Manager of Transdev's Napa operation has the overall responsibility for Equal Employment Opportunity. The Human Resources Manager, who reports directly to the General Manager, is designated as the Equal Employment Opportunity (EEO) Officer. The direct oversight of the EEO Program by the General Manager ensures that responsibilities related to the EEO requirements of the FTA grant contract are met. The specific delineation of EEO responsibilities is detailed below:

General Manager

1. Serves as the primary representative of Transdev and monitors the EEO Program through reports from Human Resources and requested additional information and ensures compliance with the fiduciary responsibilities involved in the EEO provisions of the FTA grant contract.
2. Reviews the EEO discrimination complaint process, ensuring that complaints are handled in accordance with this Program and general EEO guidelines.
3. Directs the performance of internal evaluations to determine progress in meeting goals, problem areas, and effectiveness of employment practices in ensuring equal employment opportunity.
4. Disseminates directives to management and staff, as necessary, to ensure compliance with the EEO Program.

Regional Human Resources Director

1. Serves as the official liaison between the company, Federal, State and local governments, regulatory agencies, minority, disabled and women groups, and other community groups.
2. Responds to and coordinates company response to complaints from any individual or group that is received through the "Transdev Ethics & Compliance Hotline" (1-866-850-3033).
3. Is the next level resource for response if a complaint is directed at the on-site Human Resources Department at the Napa Project, and for appeal of local decisions involving equal employment opportunity claims.

Human Resources Generalist

1. Provides for an uninhibited avenue for applicants and employees to file complaints or raise questions regarding discrimination because of race, religion, gender, national origin, ancestry, veteran's status, marital status, age, disability or sexual orientation. Ensures that the discrimination complaint process is followed and, as necessary, explains external appeal rights to the complainant, and conducts follow-up reviews to determine if required corrective actions have been taken.
2. Developing and recommending, with the support of Transdev's Corporate Human Resources, EEO Policy, a written EEO program for Transdev employees at the Napa Area and internal and external communication procedures.
3. Assisting management in collecting analyzing employment data, identifying problem areas, setting goals and timetables and developing programs to achieve goals.
4. Designing, implementing and monitoring internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action is needed.
5. Reporting at least semiannually to the GM on each department's progress in relation to the agency's goals and on contractor and vendor compliance.
6. Serving as a liaison between the company, Federal, State and local governments, regulatory agencies, minority, disabled and women groups, and other community groups.
7. Assuring that current legal information affecting affirmative action is disseminated to responsible organizations, and other community groups.
8. Assisting in recruiting minority, disabled and women applicants and establishing outreach sources for use by hiring officials.
9. Concurring in all hires and promotions.
10. Supporting career counseling for all employees
11. Processing employment discrimination complaints
12. Investigates, either in response to a complaint, or at the direction of the General Manager, or at her own discretion, any personnel action affecting

employees or applicants for employment to ensure compliance with EEO guidelines and this program. The Human Resources Manager shall have the right to inspect any personnel files, departmental records, or other records as needed in conducting an investigation or monitoring personnel practices.

- 13.If a complaint is directed toward Human Resources at the agency, any individual or group will be referred to the Regional Director of Human Resources (Phil Isaacs, 480-677-1275), or Transdev's Transportation Ethics & Compliance Hotline at 1-866-850-3033, also available online from our website at www.Transdev.com.
- 14.Serves as the Equal Employment Opportunity Officer and official liaison between Transdev, its funding client, and any government and/or regulatory agencies on matters concerning equal employment opportunity.
- 15.Disseminates information relative to the EEO program to management and staff. Provides technical assistance, information, and explanation of policies and procedures to supervisory personnel to assist them in resolving and avoiding complaints.
- 16.Disseminates information to any necessary external sources including but not limited to media publications, groups and the internet.
- 17.Assures that current legal information affecting affirmative action is disseminated to responsible officials.
- 18.Participates in on-going training in order to maintain current information regarding EEO requirements and concerns. Retains membership in related professional organization for the same reasons.
- 19.Named in all internal and external correspondence regarding the EEO Plan.

To ensure the achievement of the above, the Human Resource Manager/EEO Officer will demonstrate the following:

1. Sensitive to, and with an awareness of, the varied ways in which discrimination occurs.
2. Has a total commitment to EEO program goals and objectives
3. Knowledge of civil rights precepts, policies rules, regulations and guidelines.
4. Sufficient authority and ability to work and communicate with others to achieve EEO goals and objectives.

All Supervisors, Managers and Executives

1. Assist in identifying problem areas and establishing company and department goals and objectives.
2. Actively involved with local minority organizations, women's and disabled groups, community action organizations and community service programs.
3. Participates actively in periodic audits of all aspects of employment in order to identify and to remove barriers obstructing the achievement of specified goals and objectives.
4. Holds regular discussions with other managers, supervisors, and employees to assure the company's policies and procedures are being followed
5. Reviews the qualifications of all employees to assure that minorities, people with disabilities, and women are given full opportunities for transfers, promotions, training, salary increases, and other forms of compensation.
6. Participates in the review and/or investigation of complaints alleging discrimination.
7. Conducts and supports career counseling for all employees; and
8. Participates in periodic audits to ensure that the work unit is in compliance. For example, EEO posters are properly displayed on official company bulletin boards.
9. Participates in periodic audits of all aspects of employment in order to identify and to remove barriers obstructing the achievement of specified goals and objectives.
10. Provides monthly employment data information regarding their department.
11. In conjunction with the EEO Officer, maintain and updating the personnel database for generating reports required for the nondiscrimination program.

Job Policies and Practices

1. All written personnel policies apply to every employee on an equal basis regardless of the gender of the employee.
2. All employees have equal opportunity for any job for which they are qualified. Gender is not considered a bona fide occupational qualification for any job within the organization.
3. No distinction is made between the sexes with regard to opportunity, wages, hours, benefits, or other conditions of employment.
4. There is no distinction between the employment treatment and termination of a male or female based on marital status. Also, Transdev does not deny employment to females with children, nor does it terminate employees of one gender in a particular job classification upon reaching a certain age.
5. Transdev provides appropriate and comparable physical facilities for both male and female employees.
6. Transdev follows federal guidelines relative to employment; recognizing the existence of state "protective" laws.
7. No difference is made between males and females as to retirement age for any particular job.
8. Seniority lines and lists in the organization are not based upon gender.
9. No distinctions are based upon gender for those employees eligible for training.

Protected Characteristics

Transdev has examined its policies and practices in light of any defined protected characteristic. Company policies, practices and procedures support the letter and spirit of the guidelines. Specifically:

1. Recruiting activities are conducted without regard to any protected characteristic.
2. As noted in the EEO policy statement, it is our policy to prohibit discrimination against applicants or employees based on any protected characteristic.
3. All employees have an equal opportunity to any job for which they are qualified. No protected characteristic is considered as part of the selection process. No information relative to any protected characteristic of any applicant or employee is solicited by the hiring manager.
4. No distinction is made based upon any protected characteristic with regard to employment opportunities, wages, hours or other conditions of work.

5. Seniority lines or lists are not based upon any protected characteristic.
6. Company training programs are conducted without regard to any protected characteristic.
7. Transdev will attempt to accommodate religious observances and practices of any employee or prospective employee unless this would cause undue business hardship.

EMPLOYMENT UTILIZATION ANALYSIS

INTRODUCTION

Transdev's utilization analysis is comprised of four parts. The Organizational Profile is a description of the workforce as offered by an EEO1 Report which is based on employment as of November 1, 2018. The Job Group Analysis describes the composition and relationship of persons currently employed at Napa by Transdev. The Availability analysis provides a statistical profile of the Napa metropolitan area's Civilian Labor Force from which Transdev recruits its employees. The final element is a comparison of the current workforce profile compared with the availability of minorities and women in the area's labor market.

The purpose of a utilization analysis is to identify those job categories where there is an underutilization and/or concentration of minorities and women in relation to their availability in the relevant labor market. The utilization analysis is also used to set placement goals for groups that experienced underutilization. Transdev's utilization analysis complies with the FTA guidelines set forth in Circular 4704.1a to identify employees by sex and, race:

- White (not Hispanic or Latino)
- Black or African American (not Hispanic or Latino)
- Hispanic or Latino
- Native Hawaiian and Other Pacific Islander (not Hispanic or Latino)
- Asian
- Native American or American Indian
- Two or more Races
- Female
- Male

AVAILABILITY ANALYSIS

Based on data from the American Fact Finder's 2010 Census Special EEO Tabulation for the Napa Metropolitan Area, the local labor market was reviewed for data comparisons by minority and sex in the following numbers and percentages. The percentage of available minorities or women within a specific category varies depending upon the category of jobs being recruited.

Pursuant to applicable regulations, the availability analysis for each job group examines two potential areas of availability: (1) individual with the requisite skills outside the establishment (external availability); and (2) those within the establishment who are promotable, transferable, and/or trainable (internal availability).

Labor market estimates are derived from the U.S. Census Bureau's 2010 EEO-4 Job Categories by Sex and Race/Ethnicity as recommended by the FTA Civil Rights Office. This information on general and detailed categories from the civilian labor market reflects the availability of persons in the labor market with the requisite skills for specific occupational categories. This usefulness of this data is limited by the fact that category definitions are not exactly matched with positions within the Transdev workforce but are the most accurate available and provide general information about the labor market. Transdev regularly recruits from the Napa MSA, with limited exceptions subject to the knowledge, skills and experience required.

The EEO-4 categories for which Transdev has employees are: First and Mid-Level Managers, Professionals, Administrative Support Workers, Skilled Craft and Operations/Maintenance.

UTILIZATION ANALYSIS – 2018

Transdev completed its Utilization Analysis with the use of the FTA Civil Rights Office's Utilization Chart. Transdev's representation of females and minorities continues to exceed the percentage of those in the available labor market in most of the job categories for which it has employees. As determined by the FTA's new methodology included in Circular 4704.1a, the Napa workforce shows following underutilizations:

Administrative Workers – White Females (4)
Skilled Workers – Hispanic Males (1)
Operations & Maintenance – Males: Hispanic (3), Asian (1)
Females: White (6), Hispanic (8)

These identified shortfalls are explained in the Goals section of the Plan

GOALS AND TIMETABLES

Transdev recognizes that goals and timetables can be an effective management tool to assist in the optimum utilization of human resources. Specific and detailed percentages and numerical goals with timetables will be set to correct any underutilization of specific classes of persons identified in the utilization.

The overall goal of Transdev is to employ minorities and females in all major job categories, and at all levels whenever possible, consistent with the percentage of minority and female population in the Napa MSA. This has been a trademark at Transdev demonstrated with its history of limited, if any, areas of minority or female underutilization representation found in its hiring and employment practices. This is reflected in a workforce with minority and female representation which has consistently exceeded the total available workforce. With the new methodology defined in Circular 4704.1a, Transdev has and will continue to engage in additional effort and resources in an effort to meet the new goals identified in the Utilization Analysis Chart. To be clear, these new goals are not the result of any change in Transdev's recruitment methods or employment practices. Nor are they the result of any reduction of females or minorities in Transdev's workforce. These new goals arise from the transition from EEO-1 job categories to EEO-4 job categories and the individualized minority groups created in Circular 4704.1a. Regardless of which categories are used or racial identification, Transdev remains committed to its history of Equal Employment to continue to attract and maintain a quality and diverse workforce.

In the development of placement goals, Transdev applied the following principles:

1. When the percentage of minorities or women employed in a particular job was less than would reasonably be expected given their availability percentage in that job group, Transdev established a percentage placement goal using statistically significant methods (the whole person rule). These goals take into account the availability of qualified persons in the local labor market and the anticipated employment opportunities with Transdev.
2. Placement goals are not quotas that must be met, nor are they to be considered as either a ceiling or a floor for the employment of particular groups. The placement goals are guideposts that may be used as a measure of Transdev's progress in remedying areas identified as underutilized.

3. In all employment decisions, Transdev makes selections in a nondiscriminatory manner. Placement goals do not provide a justification to extend a preference to any individual, select an individual, or adversely affect an individual's employment status, on the basis of any applicant's protected characteristic as defined by applicable unit of government.
4. Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.
5. Placement goals are not used to supersede merit selection principles, nor do these placement goals require Transdev to hire a person who lacks the qualifications to perform the job successfully or hire a less-qualified person in preference to a more-qualified one.

Transdev believes that continued outreach and recruitment efforts designed to increase the diversity of qualified applicants increase the opportunities to meet the placement goals identified. These and other good faith efforts toward all aspects of the EEO Plan will be reviewed, and modified if needed, as Transdev pursues these goals.

The Utilization analysis conducted earlier in the Plan identified several areas where a shortfall of specific demographics might exist. In the following pages, each of these areas will be addressed and in some instances a Goal will be established while in others no specific action is forecasted.

Administrative Support goal

In prior years this category had appropriate male and female representation and the current numbers reflect the new measurement techniques included in the new Circular. The present Utilization Chart indicates that there is a moderate underrepresentation of white females (4). However, Transdev has an overrepresentation of Black and Hispanic females in this category. When the total female availability is compared to the total females employed, there with is no female underrepresentation in this category, in fact females comprise 69% of the total employed in this category compared to 61% in the available labor market. After review of prior EEO Planks, this demographic analysis is a sustained employment pattern.

Therefore, while respectful of the goals for statistical balance and without lessening our efforts to attract and retain qualified females, it is not thought politically likely or compliant with other standards to make a significant recruitment effort to hire white females which could realistically only be

achieved at the expense of minority females. To do so would likely invite claims of racial discrimination with state or federal compliance agencies and be contrary to the Transdev's historical advocacy for minority hiring.

Regardless of future compliance or political issues, whenever an underrepresentation has been identified, Transdev has a strong record of setting, and achieving goals. Transdev will continue its expansive recruitment efforts and will strive to meet every goal for female and minority hiring in the future.

Transdev will also maintain its participation in recruitment for former members of the military and for individuals with disabilities. Continued efforts have been made to expand Transdev's on-line recruiting, interaction with agencies representing individuals with disabilities and military members who are in transition to the civilian workforce. In person outreach, i.e. boots-on-the-ground outreach will also be maximized for any areas of underrepresentation. All assumptions and goals will be reviewed and revised as needed. Transdev has and will continue to actively pursue agencies that work specifically with disadvantaged groups to provide job/career information.

Skilled Craft Workers

The Utilization Chart indicates that the existing workforce has a slight underrepresentation of one (1) Hispanic Males. The overall representation of minorities in this category actually exceeds the minorities in the available labor market due to an overrepresentation of Black Males. Based on the small numbers involved, and overall minority representation no specific goal is established and Transdev will continue to recruit minority applicants whenever candidates are of equal ability, any Hispanic candidate will be given first priority.

Service and Maintenance Workers

The Utilization Chart identifies several areas of under representation in this category. A closer analysis shows that Transdev's efforts for a diverse workforce which includes an overrepresentation of Black males (9) may have contributed to specific areas of underrepresentation for Hispanic males (3) and Asian males (1) much as we have seen elsewhere at Napa. As with other categories it is evident that Transdev's employment practices are not biased toward an overrepresentation of White, in fact the White representation is nearly the same as that available in the workforce (25% vs. 23%). Our minority representation simply does not fall into the ideal categories.

Transdev's female representation is slightly less (30%) than the percentage of females in the available in the labor market (35%). This is evidenced in an underrepresentation of white females (6) and Hispanic females (8). As experienced elsewhere, Transdev's diversity may be partially responsible as (9) Black females are employed whereas the labor market availability is surprisingly less than 1%. Again, this demonstrates a commitment to diversity and employment of minorities, just not in the specific categorical alignment. It is also unclear how the FTA's Chart can produce the outcomes shown in the current chart. It is accepted that Transdev's female workforce is approximately 5% less than the labor market. What is unclear is how this number creates a purported shortfall of 14 female employees, which is nearly 20% of the total of 74 in this job category. All that said, Transdev will continue to strive toward statistical balance in its recruiting and employment practices.

There are also two mitigating factors which will affect the progress in reducing the areas of underrepresentation in this category. First is the turnover in this position, which is high and is likely to remain at or near 50%. The second is the continued decline of available CDL qualified employees and the continued increase of CDL and other driving position in the Gig and Home delivery economies is unlikely to change. Recent analysis from Career Builder identified over 450,000 CDL openings nationwide, with only 170,000 candidates. This reduction in the number of available candidates with CDL's at the time of their application is equally applicable in the Napa area as Transdev has modified its hiring practices to allow for a conditional offer of employment and in-house CDL training for trainees to pursue the completion of CDL testing. This modification may also benefit minority applicants who could not attain a CDL on their own and could not afford the schooling. In short, Transdev will pursue the goal to increase Hispanic hires, of either gender, the current recruitment process already includes an expansive network to attract candidates regardless of any demographic.

Regardless of future compliance or political issues, whenever an underrepresentation has been identified, Transdev has a strong record of setting, and the achieving goals. This success was the result of analysis of position vacancies and estimated turnover, along with any new positions authorized for the period of this Plan. This forecasting process is only an estimate, but the evidence is in the elimination of every goal established in any prior Plan. Said differently, Transdev has met every goal for female and minority hiring and is expected to continue such efforts and outreach in the future.

Transdev's expanded recruiting outreach will continue to focus on improving female and minority representation in each category for each of the next three years. Transdev will continue to expand its participation in recruitment

for former members of the military and for individuals with disabilities. Continued efforts will be made to expand "boots on the ground" campaigns in addition to Transdev's on-line recruiting, interaction with agencies representing individuals with disabilities and military members who are in transition to the civilian workforce. All assumptions and goals will be reviewed and revised as needed.

Transdev has developed liaisons with local businesses to increase awareness of career opportunities. Local organizations include the educational institutions employment assistance centers, California Department of Employment and Housing, Hire-a-Hero.com, DOD military Job Fairs, Vocational Rehabilitation Centers, Goodwill, and certain public media resources are notified of all position openings as they occur. Transdev has and will continue to actively pursue agencies that work specifically with disadvantaged groups to provide job/career information.

Assessment of Prior EEO Plan Goals

In the development of this plan, prior EEO Plans from 2009, 2012 and 2015 developed and managed by Transdev for its Napa workforce were reviewed. Historically, Transdev's workforce representation equaled or exceeded the representation of minority and females in all categories. In consideration of these achievement there were no goals developed for any category.

This prior and sustained record was achieved by the application of multiple recruitment activities and non-discriminatory employment practices. As a result of these outcomes there was limited, if any, need to develop specific outreach or external "boots-on-the ground" campaigns for either females or minorities. This had equal impact on Transdev's interaction with its client (FTA grantee) as the purpose of reviewing progress toward goals seemed of little value when no goals were needed. Moving forward Transdev will strive for compliance with Circular 4704.1a and document whatever areas of underrepresentation are targeted for remediation.

ASSESSMENT OF PRESENT EMPLOYMENT PRACTICES

The very nature of transportation requires Transdev to recruit personnel with varying levels of skill and ability. Recruitment of positions is done on a local, state and/or national basis, depending on the position.

Recruitment and Selection Process

Transdev actively seeks minorities and women for existing and future employment. A variety of recruitment sources are utilized to include, but not limited to:

- California Employment Development Department
- Local Educational institutions employment assistance centers
- Public media resources
- Online military transition services
- Transdev also participates in job fairs in the community in addition to notifying minority/female agencies of job openings.
- Transdev's Website, in person outreach and technical outreach to minority, female, social service, military and disability agencies via Direct Employer. The website includes alternatives to the online application process for individuals with disabilities.

Department directors notify the Human Resources Department of any opening which occurs within their department. All openings are posted on Transdev's own website, www.transdevna.com, and additional recruitment resources which vary based on the position and availability. The majority of open positions are posted in-house in concurrence with outside recruitment. This encourages the company's philosophy to promote and recruit from within the organization.

Position openings may be advertised in local publications, news media resources, local social service agencies, training organizations, and websites designed for compliance and outreach, e.g. the CalJobs offices. Transdev utilizes Direct Employer, an online service which provides a single, one-stop access point to post jobs to thousands of job boards to improve our diversity focused candidate groups including college/university, including those with predominantly minority and/or female enrollment, veterans, diversity, and affirmative action locations. Job openings are posted for at least five business days, longer if necessary, depending on the position. Employment inquiries from interested parties are also forwarded to Human Resources from Transdev's customer service. Additionally, Transdev has undertaken, and plans to continue as available, special employment programs that involve

minorities and females. For example, summer jobs for underprivileged youths and a college internship program.

Depending on the position, an advertisement will be placed in the local newspaper, Career Builder, Indeed, Transit Times website and/or the APTA trade journal "Passenger Transport". While the position is open, individuals may apply online at our website. Individuals who express interest by other means, e.g. e-mailed to our office or on-site interest are directed to our website. At the completion of the application period, the profile of each applicant is reviewed and screened for appropriate qualifications.

Those applicants most appropriately qualified are scheduled for screening interviews with a member of Human Resource or the Safety Department. During the initial interview, applicants are given specific information regarding the position for which they applied. If there are any questions regarding their application and/or resume they are asked in the initial interview. For administrative positions, individuals are selected on the basis of their application, interview and reference checks. For those positions which require the operation of a company vehicle, a moving violation report is requested to review the applicant's driving record.

Screening interviews result in qualified candidates being scheduled for a second interview with the department manager, supervisor and/or director. These individuals select the most suitable individual(s) for the position.

Upon an offer of conditional employment, the applicant will then need to authorize and successfully complete a thorough background investigation which includes a pre-employment physical, drug screen, conviction record background check and reference verifications. Certain positions which require a commercial driver's license must satisfy the Department of Transportation's physical regulations, drug screens, MVR and reference checks.

Drug screens must be negative. If the drug screen result is positive, the applicant may only reapply after presenting documentation of an FTA recognized rehabilitation program.

The Employment Practices Chart suggests that potential adverse impact is available for the Administrative category. Details show that all hires were female and equally balanced between white and minority, with only 2 in total which is insufficient for any significant statistical analysis. The other categories on the Chart have minor potential adverse impact in large part due to the limited numbers involved. There is no obvious disparity that shows any demographic discrimination or favoritism in these categories, which is

consistent with Transdev's overall diversity in Napa. More complete information is available in the Employment Practices Chart.

Promotions

Transdev encourages all employees to seek upward mobility, with opportunities at their existing location or at any of Transdev's operations in the USA or abroad. With the posting of virtually all positions on the website, and communication of same to all employees by postings and verbal communication, Transdev ensures that employees have full knowledge of lateral or upward mobility. In instances where progression through an existing Transdev job family will provide the most qualified candidate, certain positions will not be posted. Access to such opportunities is available through the traditional application via Transdev's website along with portal on Transdev's Intranet that is accessible only to existing employees when such qualifications merit. This process assures opportunity for employees while serving the interest of the agency by comparison of internal and external talent.

More complete information is available in the Employment Practices Chart. No evidence of discrimination is suggested by the Chart.

Compensation Administration

All positions are classified according to similarities of responsibilities and qualifications. The purpose of this classification is to cluster similar positions in order to achieve equity within the position and pay equity in regard to wage structure.

In order to maintain a complete, accurate and equitable system, managers are requested to review and/or complete a position description survey as a position changes or departments are reorganized. Reclassification of a position may result if it is determined that changes in the job content are of such significance that a change in position class is warranted.

If an employee feels that the duties and responsibilities presently being performed are not accurately or completely described by the present position classification, this opinion should be brought to the attention of his/her supervisor. The employee may be requested to complete a new position description questionnaire, which will be reviewed and approved by his/her supervisor and department director. If the department director after reviewing the revised position description questionnaire believes that an

evaluation of the position is warranted the department director notifies the Regional Director Human Resources, who will convene a Job Evaluation meeting with the appropriate persons.

If an employee feels that an evaluation of his/her position was unjustly denied by the department director, the employee may request a hearing with the Human Resources Coordinator and/or General Manager.

There is generally one type of pay increment that may be authorized for Transdev administrative personnel, and that is a merit increase based on individual performance as detailed on their performance review. A merit increase in recognition of successful performance of an employee is not automatically granted. Merit increments are awarded by the employee's appropriate functional manager or general manager.

Transdev maintains a compensation administration program, which provides for recognition of, and regard to, differences in individual ability and performance. The fact that an employee has continued to be employed by Transdev is not by itself justification for a salary adjustment. Performance is the key factor, not length of service. The salary and performance of each employee is reviewed at regular intervals. Adjustments are based on individual merit, proper differential with those supervised and equitable relationships with all other salaries within the system. Merit increase vary and are based upon economic conditions.

Employee Benefits

The benefits available to all regular Transdev employees will vary depending upon position and potential of any negotiated union agreements. Benefits include health insurance, dental insurance, term life insurance, disability programs, paid holidays and sick days, vacation, EAP and a retirement plan.

All benefits are made available on a non-discriminatory basis shortly after their date of hire. Changes in group-based coverage are available to each during Annual Enrollment which occurs in the fall of each year.

Training

The Safety and Training department coordinates internal and external training programs for Transdev employees. This area will also disseminate information on training activities to department heads for the employees under their supervision.

Transit Operators initially participate in Transdev's Operator Development Program which was developed by Transdev staff to ensure consistent training is presented to all new hires. After hire, all employees participate in refresher courses on safe operation of their duties, disability sensitivity training and other compliance programs as required by the DOT or Transdev policy.

Managers, Professional and certain Administrative staff participate in the above training with Operators, with additional development programs to include but not limited to Communications, Conflict Resolution, Documentation and Progressive Discipline. Compliance training such as Unlawful Harassment Prevention, DOT Reasonable Suspicion, ADA, EEO and are also presented to leaders on a scheduled basis.

Disciplinary Practices

Employees hired to fill a permanent full-time position serve a probationary period of six (6) months. The probationary period is a span of time during which an employee is evaluated by his or her supervisor on their performance of duties in their position. Those qualities, which comprise the overall makeup of the employee, include such things as competence, safety performance, attendance, reliability, customer service, trustworthiness, etc. If problems begin to occur, the department director and human resources will counsel the employee.

If at any time during the probationary period an employee is performing in an unsatisfactory manner, has been counseled on these deficiencies and given the opportunity to correct them, yet does not improve, the employee will be released without recourse. The reasons for separation will be submitted to the appropriate manager and will be placed in the employee's personnel file.

If the employee completes probation and becomes a regular member of the Transdev workforce and begins to perform in an unsatisfactory manner, he/she will be called in by the supervisor to discuss the job performance. A Performance Improvement Plan will be completed, signed by the supervisor and the employee and placed in the personnel file. The employee is given a specific period of time to improve his/her performance. If, at the end of this time no improvement is detected, the employee is dismissed. If an employee disagrees with the termination he/she may appeal through the human resources director and/or general manager.

Hourly employee's disciplinary and termination procedures are outlined in the Employee Handbook and work rules. These two documents describe the disciplinary actions to be taken when dealing with administrative leaves, suspension, loss of pay, verbal and written reprimands and terminations.

More complete information is available in the Employment Practices Chart. The overall terminations in the Chart suggest potential adverse impact for Black employees, but overall there is not a significant indication of discrimination. Transdev continues to hire Black employees in numbers greater than their proportionate representation, dispelling any animus or discrimination based on race. The Chart also shows modest potential for disparate impact, in large part due to the limited number of events. The disciplinary events for suspensions indicated virtually all categories are subject to disparate impact, an outcome seemingly contrary with the term.

Shift and Worksite Assignment

Practices in this area vary with different categories of employment, and by department. General offices are open from 8:00 a.m. to 5:00 p.m., Monday through Friday. Administrative employees work varying schedules with hours of work aligned with hours of service. Certain work schedules may be assigned or chosen on the basis of seniority.

Layoff and Recall

Any decision for layoff for employees not covered by a labor agreement would include a review of the competencies demanded of each position and the reviewed competencies of each individual. Once the organizational needs have been determined, these competencies will be considered to identify employees for any reduction in force.

INTERNAL MONITORING AND EVALUATION OF THE EEO PROGRAM

The EEO Officer has the responsibility for developing and preparing the formal documents of the AAP. The EEO Officer is responsible for the effective implementation of the EEO Plan; however, responsibility is likewise vested with each department manager and supervisor. Transdev's audit and reporting system is designed to:

- Measure the effectiveness of the AAP/EEO program.
- Document personnel activities.
- Identify problem areas where remedial action is needed.
- Determine the degree to which Transdev AAP goals and objectives have been obtained.

The following personnel activities are reviewed to ensure non-discrimination and equal employment opportunity for all individuals without regard to their gender, race, sex, religion, color, creed, age, national origin, ancestry, marital status, citizenship status, veteran status, disability, sexual orientation or any other factor prohibited by applicable federal, state or local law:

- Recruitment, advertising, and job application procedures.
- Hiring, promotion, transfers, upgrading, award of tenure, layoff, recall from layoff.
- Rates of pay and any other forms of compensation including fringe benefits.
- Job assignments, job classifications, job descriptions, and seniority lists.
- Sick leave, leaves of absence, or any other leave.
- Training, apprenticeships, attendance at professional meetings and conferences.
- Disciplinary actions, terminations, suspensions, and demotions.
- EEO complaints.
- Any other term, condition, or privilege of employment.

The following documents are maintained as a component of Transdev's internal audit process:

1. An applicant flow log showing the date of application, position applied for, applicants name, referral source/ race, sex, veteran status/ interview status and action taken for all individuals applying for job opportunities is tracked within Transdev's ATS system (iCIMS);
1. Summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification;

2. Summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants for each job group;
3. Maintenance of employment applications (not to exceed one year); and
4. Records pertaining to Transdev's compensation system (maintained by payroll department).
5. As maintained by the Corporate Applicant Tracking System (ATS), applicant flow information is collected and reported. Transdev uses the iCIMS ATS.

Methods to monitor the EEO components in this section

Transdev's audit system includes periodic reports which document Transdev's efforts to achieve EEO responsibilities. Department Managers and Supervisors are asked to report any current or foreseeable EEO problems and are asked to outline their suggestions or recommendations for solutions. If problems arise, the Department Manager is to report such concerns to the EEO Office. During the reporting period, the following will occur on an annual basis.

1. The EEO Officer will discuss any problems relating to significant rejections, EEO charges, etc. with the General Manager; and
2. The EEO Officer will report the status of Transdev's AAP goals and objectives to the General Manager. The EEO Officer will recommend remedial actions for the effective implementation of the EEO Plan.
3. Analysis of dissemination methods to ensure that applicants and employees are aware of the Plan. In the event applicants are insufficient or on limited diversity, the EEO Officer will review with the Regional HR Director, Transdev's Corporate Talent Acquisition department or other resources in an effort to improve the quality and/or quantity.
4. The EEO Officer will review the Utilization Analysis outcomes to identify if the position is identified as an area of underrepresentation, what, if any, special recruitment efforts may be utilized.
5. If any goals are established for addressing any underrepresentation, the EEO Office will assess if the recruiting and selection procedures in effect

are effective in achievement of the goal. If progress is not sufficient to meet the established goal(s), the EEO Officer, in conjunction with the Regional HR Director will identify the barriers that might exist in meeting the established goals.

The EEO Officer will meet on at least an annual basis with the General Manager, and any recommended top management, to review the effectiveness of the Plan and submit recommendations, as necessary, regarding changes or improvements. The EEO Office is empowered to then develop and implement any changes to practice or policy needed within the Company to more effectively address/implement the goals, guidelines, and commitments set forth in the Plan.

Procedures for review of Sub-recipients and contractors

Procedures for review of union contracts

The labor agreements negotiated between the Teamsters and Transdev include bona fide seniority systems and specific language that nothing contained in the contracts will be in violation of any federal, state or local employment rules or regulations. Transdev's HR, Legal and Labor department's review each contract prior to any contract renewals, which typically occur every 3 years to further ensure that the labor contract does not produce any discriminatory impact.

Procedures for Complaints

The EEO Officer is responsible for managing the EEO compliance functions for Transdev's Napa location. Transdev Services, Inc. has developed and implemented policies and procedures for addressing complaints of discrimination:

- Transdev Unlawful Harassment Policy
- Equal Employment Policy
- Transdev Business Code of Conduct Policy
- Due Process Policy

Additionally, internal information on discrimination complaints received by Transdev's maintained by the Regional Director Human Resources. All applications are initially made online and demographic information is monitored via an on-line Applicant Tracking System. The information is periodically reviewed for departmental trends and to identify any problem

areas of need. The information is provided to the General Manager for consideration.

Turnover activity by race and gender has been tracked and is available for analysis as needed. All the systems serve as means to self-audit and monitor Transdev's performance and progress in meeting its EEO goals and objectives. They also serve to identify problem areas and develop customized solutions/responses to areas of need.

Discrimination Complaints Filed

1. Since the filing of the prior Plan in 2015, no complaints of discrimination have been filed against Transdev from any local, state or federal compliance agencies regarding its employment practices.

NVTa
POLICIES, PRACTICES AND PROCEDURES MANUAL

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CHAPTER 1 INTRODUCTION

Section 1.1. Overview of Personnel Policies

1.1.1 Statement of Policy

The following employment policies, procedures and rules for the administration of employer/employee relations will be referred to as these “Personnel Policies and Procedures.” These Personnel Policies and Procedures are for the guidance of the management and supervisory staff and for employees of the Agency and their employee organizations.

1.1.2 Construction and Limitations

The Personnel Policies and Procedures shall be subject to the following limitations, conditions, constructions and interpretations:

- A. The Agency reserves the right to rescind, revise or supplement the Personnel Policies and Procedures at any time and from time to time.
- B. The Personnel Policies and Procedures do not constitute a contract with any employee.
- C. Employees who are appointed and serve “At Will” have the right to terminate employment with NVTa at any time, with or without advance notice and with or without cause. NVTa, as the employer, likewise has the right to terminate the employment of an At Will employee at any time, with or without advance notice and with or without cause. No one in the Agency other than the appointing authority, e.g. either the NVTa Board of Directors or Executive Director, may alter that At Will arrangement, or enter into an agreement for employment for a specified period of time, or make any agreement contrary to this provision. To the extent any Personnel Policies and Procedures set forth in this document are contrary to or inconsistent with the At Will status of an employee, such policies and/or procedures shall not apply to such employee.
- D. These Personnel Policies and Procedures supersede and replace any earlier policies, rules, regulations, handbooks, manuals, guidelines and practices relating to employment with the Agency.
- E. In the event any section or provision of this manual is declared invalid by a court of competent jurisdiction or is contradictory to any federal or state law or regulation, the remaining provisions shall not be invalidated and shall remain in full force and effect.

1.1.3 Implementation of the Policies

The Executive Director is responsible for developing and amending the administrative procedures that provide the steps and guidelines for carrying out the policies contained in this document. Administrative procedures, which could significantly affect employees or financially impact the NVTa, will be referred to the NVTa Board for approval.

CHAPTER 2 EMPLOYMENT STATUS

Section 2.1. Definitions

For the purposes of these rules the following definitions shall apply:

Agency: Napa Valley Transportation Authority

Applicant: A person who has made a formal request on a prescribed form in order to qualify for Agency employment.

Appointment: The offer to a person, and his/her acceptance of a position in accordance with the provision of these rules.

At Will: An employment relationship which either party (employer or employee) has the right to terminate at any time, with or without prior notice and with or without cause. This arrangement is called "employment At Will". An At Will employee serves at the pleasure of the appointing authority (in the case of the Executive Director, the appointing authority is the NVTB Board of Directors; in the case of all other At Will employees, the appointing authority is the Executive Director, unless otherwise appointed by the NVTB Board of Directors). An At Will employee is not afforded probationary or permanent employee status. At Will employment status is defined as follows:

- a. At Will employees include the Executive Director.
- b. Part time limited term, temporary, and special status hires separate from a regular, full-time, or part-time permanent staff member and dependent on specific hiring conditions.

Board: The NVTB Board of Directors Members.

Candidate: Any applicant who has been admitted to an examination.

Compensation: Any salary, wage or other emolument paid to an employee for performing the duties of a position.

Continuous Employment: Employment uninterrupted from the date of appointment, except for authorized absence.

Demotion: A change from a position in one class to a position in a lower class.

Discharge: The termination of employment of an employee for disciplinary purposes.

ED: Executive Director

Eligibility List: A list of names of candidates who have been qualified for a specific job.

Employee: Any person who occupies a position in the Agency service and receives compensation for services performed for the Agency.

Employee Representative: An individual who appears on behalf of the employee.

Examination: A test or group of tests to determine the fitness and relative ability of persons seeking employment or promotion.

Exempt Employee: An employee who is not subject to the overtime provisions of the federal Fair Labor Standards Act.

Grievance: A complaint of an alleged violation of a rule or regulation upon which he/she desires official action to be taken.

Layoff: An actual separation from Agency service, an involuntary permanent reduction in work hours, or a demotion in lieu of layoff.

Leave-of-Absence: Permitted absence from duty for a specified period of time.

Minimum Qualifications: Standards of education and experience, knowledge, skills and abilities, and personal and physical characteristics as are prescribed in the class specifications.

Position: A group of current duties and responsibilities assigned or delegated by competent authority requiring the full-time or part-time employment of one person.

Permanent: The status of an employee who is lawfully retained in his/her position after the completion of the probationary period as provided in these rules.

Probationary: The status of an employee who has been certified and appointed as a probationary employee in accordance to these rules. Probationary status constitutes a trial period of six (6) months full employment and is to be considered part of the selection process. Employees receiving a promotion are also subject to a probationary period of six months. A probationary employee may be separated by the Agency from employment service at any time during the probationary period without right of appeal or hearing. Employees may also be subject to a performance related probationary period if an employee performance is not meeting the job requirements of a position regardless of how long that person has been employed by the agency. The length of the probationary period is at the discretion of the supervisor and/or the executive director.

Promotion: Changing from a position in one class to a vacant position in a higher class with a higher salary range without a break in service.

Re-employment Eligibility Lists: Lists established as a result of laying off probationary or permanent employees.

Regular Position: A budgeted position.

Resignation: Separation of an employee made at the request of the employee.

Salary Merit Increase: An increase in salary within the salary range prescribed for the class, based upon performance during the first six months of employment, unless initially appointed above the minimum step, and annual adjustments thereafter (based on the Performance Evaluation) until attainment of the top step of the salary range.

Separation: Any termination of employment.

State: The State of California.

Status: The condition of an employee's appointment, such as part-time, At Will, or probationary, permanent, or temporary.

Suspension: An enforced leave of absence without pay for disciplinary purposes.

Temporary: "Temporary" is the status of those persons employed for a temporary period (limited term) to perform a specific task, job or assignment. Such employees are not entitled to holiday pay and shall not earn vacation, personal or sick leave. In addition

temporary employees shall not be eligible for salary merit increases nor entitled to participate in the Agency's retirement program. Temporary employees serve At Will.

Termination: Ending the employment of an employee by the agency.

Transfer: A change from one position to another in the same or similar class without any break in service. Such change in classes must have the same salary range and similar qualifications.

Vacancy or Vacant Position: Any unfilled allocated position in the Agency. A position shall be deemed vacant when it is not filled by an employee in the class to which the position has been allocated.

Year: A twelve (12) month period unless otherwise designated.

Section 2.2. Hiring Process

2.2.1 Statement of Policy

This process sets forth procedures to follow when filling position vacancies other than the Executive Director. A vacancy occurs when a job opening will be filled by adding staff or by replacing an employee by either hiring an employee from outside the Agency or by transfer of an existing employee.

2.2.2 Personnel Request

A. Initiation

A request for personnel will be initiated by the Executive Director when a vacancy is to be filled.

2.2.3 Employee Selection

A. Job Vacancy Posted

Job vacancies will be posted on appropriate Agency bulletin board for the purpose of informing existing employees who may wish to submit an application.

B. Advertising

The Executive Director may advertise the job vacancy and, if necessary, list the vacancy with the California Employment Development Department. Temporary and/or part-time openings may be listed with the local colleges, or other appropriate educational institutions.

C. Employment Application

All applicants, internal and external, will be required to complete an employment application for each vacancy applied. Employment applications are available in the Agency's Human Resources office and on the NVTa web page.

D. Screening Applicants

The Human Resources department shall submit appropriate screening criteria and interview questions to the ED for approval. The ED will screen the applications to identify those that meet the criteria.

E. Interviewing

The ED, or his/her designee, and an additional panel of interviewers if appropriate, will interview employees and applicants that have been selected from the screening process. Interviewers not able to fairly assess the applicant due to a personal relationship or other reason will be disqualified from participating on the panel.

F. Documenting the Interview

During or immediately after each interview, each interviewer shall complete the Interview Rating Sheet which is provided to assist in arriving at a final decision. Appropriate numerical values representing the degree of each evaluation factor, based on the interview, job-related experiences or skills, or other pertinent criteria depicting the candidate's qualifications, shall be entered on the Interview Rating Sheet form. The order of qualified candidates shall be from the highest to the lowest total point value.

G. Selection

The decision concerning which candidate to select rests with the ED.

H. Notification.

Once the decision to hire or promote has been approved, it will be the responsibility of the Human Resources department to notify the prospective employee of his/her acceptance (pending any required background check) and the unsuccessful applicants of their rejection.

2.2.4 Placing Employee on the Payroll

A. Duties of the Executive Director or Designee:

1. The prospective employee will be given a conditional offer of employment conditioned upon the successful completion of a background check.
2. A background check may be conducted. If the prospective employee passes this part of the screening process, he or she may be required to take a medical exam
3. Upon successful completion of the background check and medical exam, the following steps will be taken:
 - (a) The ED will send an offer letter to the prospective employee, which must be signed and returned.
 - (b) A start date is coordinated with the Human Resources department.
 - (c) The prospective employee will be given an orientation interview covering the information identified in Section 2.3.2 of these Policies and Procedures.

Section 2.3. New Employee Orientation

2.3.1 Statement of Policy

All new employees will participate in a new employee orientation meeting with representatives from Agency administration and the employee's Supervisor.

2.3.2 Content of Orientation

The subjects that should be covered during such orientation, as applicable, include the following:

A. Information to Be Covered By Administration

- Job description
- Workplace harassment policies/training
- Personnel Policies and Procedures
- Personnel records and files
- The probationary period and extension (applicable to rehires, promotions, and transfers, as well as for new hires (other than At Will hires).
- Wages and salaries
- Performance evaluation
- Safety
- Employee communications and office decorum
- General working conditions
- Organizational chart

B. Information to Be Covered Regarding Benefits:

- Group insurance programs
- Employee's retirement and deferred compensation plans
- Workers' Compensation medical and disability coverage
- Payroll forms such as W-4, automatic deposits, etc.

C. Information to Be Covered By Human Resources

When the employee reports to work, the Human Resources department will review with the employee the general employment conditions, as applicable, including but not limited to:

- Introduction to fellow workers
- Organization and purpose of the Agency
- Attendance
- Safety
- Other related policies and procedures applicable to the employee

When the employee reports to work, the Department Head will review with the employee the general employment conditions, as applicable, including but not limited to:

- Specific job duties, training and performance standards
- Employee assignments

Section 2.4. Probationary Period

2.4.1 Statement of Policy

The probationary period is the final and most important phase of the selection process and is used for assessing the performance, ability, conduct and fit of the employee in the position to which appointed. During the probationary period the employee may be separated by the Agency at any time and for any reason, with or without cause.

All appointments to full-time and part-time positions, other than At Will appointments, are subject to the provisions of Section 2.4 and serving a probationary period.

2.4.2 Duration of Probationary Period

A probationary period shall be for six (6) months for all employees, and shall begin on the first date of employment or promotion. An employee shall not attain regular full-time status in the new position until he or she has completed a probationary period of six (6) months continuous service in that position.

The term "continuous service" as used in this section means a period of six (6) months of work uninterrupted by a leave of absence. Where such interruptions occur, the Agency may extend the probationary period.

2.4.3 Termination of Probationary Period

Permanent status of the probationary employee shall begin after receipt of a positive evaluation no sooner than the end of the probationary period.

A probationary employee may be separated by the Agency from service at any time during the probationary period without right of appeal or hearing.

2.4.4 Rejection of Probationer Following Promotion

For any employee who fails to satisfactorily complete the probationary period following a promotion, the provisions of Section 2.8.5, Procedure When Employee Does Not Pass Probation, shall apply.

2.4.5 Effect of Leaves of Absence on Probationary Period

An employee who is on leave of absence without pay during his/her probationary period may have the probationary period extended by his/her supervisor. The extension may be up to the amount of time of the leave without pay. The Agency shall notify the employee of the extension in writing prior to the end of the probationary period as provided in Section 2.4.2.

Section 2.5. Job Classification

It is recognized that the creation and/or redesign of job classifications for all Employees, including the establishment of duties and the qualifications required therefore, are exclusive functions of Agency management.

All positions are evaluated according to necessity, relative skills required to do the work, and in some case, the market. Positions that are similar in type of work, level of difficulty and level of responsibility are grouped together in the same class.

All positions in the same class are treated alike in such matters as salary and minimum qualifications.

The Executive Director and Human Resources will periodically review the work performed by employees to determine whether they are appropriately classified. If the duties of a position are found to have changed substantially, or the need for maintaining the position is at issue, the supervisor may recommend that the position be re-evaluated, reclassified, or abolished. Similarly, job descriptions will be prepared for any new positions which will be evaluated and classified according to their relative worth.

Section 2.6. Job Descriptions

Job descriptions define essential and other duties that an employee is required to perform in each classification as a condition of continued employment. They are not intended to limit the work which may be performed since other tasks may be assigned that are similar in nature or as needed.

Full job descriptions and salary ranges are available for review on the Agency H drive in the following location; ~~NCTPA\1800 Policies Practices and Procedures Manual\00 Policies\00 Current~~ Policies ApprovedH:\NCTPA\HR\Policy-Procedure-Manual\00 Policies\00 Current Policies-Approved

Field Code Changed

Section 2.7. Assignment and Transfer

2.7.1 Statement of Policy

While it is management's intent to schedule work and assign personnel in such a manner as to achieve maximum utilization of the respective employee's abilities, and while it is management's intent to encourage an employee's progression upward in the same line of work, it is recognized that conditions which affect Agency's operations will require flexibility in work assignments to permit cross-training and to stabilize the workload among departments. It is therefore also recognized that as conditions require, management will assign, and Management Employees and Non-Management Employees will perform, duties which may not be within the usual scope of classification responsibilities.

2.7.2 Temporary Assignments

If an employee is temporarily assigned to the full duties and responsibilities of a higher classification, he /she will be paid a higher rate for the entire period when working in the higher wage classification. If assigned to a lower wage classification, the employee will not earn less than he or /she would normally earn in a pay period in his/her regular classification.

A temporary job classification assessment form must be submitted to and approved by the Executive Director in advance.

Section 2.8. Promotion

2.8.1 Statement of Policy

It is the intent of the Agency that vacancies shall be filled by internal promotion of qualified Agency employees when feasible.

2.8.2 Application Procedure

When the Agency intends to fill a job opening, a notice of such opening listing essential qualifications and functions of the job shall be placed on appropriate Agency bulletin board. Employees shall have five (5) working days to apply for the position from the date of posting. All interested employees must file an application to be considered for the open position. In the event that no employees apply or are qualified for the position, the Agency may seek other applicants. The five (5) day in-house posting period may be reduced or waived when management is faced with emergency circumstances.

2.8.3 Criteria for Selection

A. Minimum Qualifications

To be considered a qualified applicant for any opening, an applicant must possess the minimum qualifications established for the position and, if applicable, pass any physical examination or drug and alcohol test that may be required as a conditional offer of employment.

B. Other Qualifications

The employee's qualifications will also be assessed in accordance with the priorities listed below:

- Test score, if test is given
- Related experience
- Ability to progress in position
- Documented performance
- Oral interview
- Experience and performance in previous Agency employment; and
- If all else is equal, upon length of employment with the Agency.

2.8.4 Probationary Period

Employees promoted to another position within the Agency shall serve a probationary period in the new position for the purpose of allowing the Agency to assess the employee's performance, ability, conduct and fit in the new position as provided in Section 2.4.2.

2.8.5 Procedure When Employee Does Not Pass Probation

If the employee is unsuccessful in the new position, the following procedure will apply:

A. If a Vacancy Exists

The employee will be returned to his or her former position provided a vacancy still exists.

B. If a Vacancy Does Not Exist in the Former Position

1. The employee will be afforded the opportunity to compete in a vacancy for another position for which the Agency determines he or she is qualified.

2. If no other vacancy exists, or if the employee is unsuccessful in the bidding process for a vacant position, the employee may be laid off. Layoff; however, for a period of one year following layoff, the employee will be eligible to be rehired in the first available opening for which he or she is determined to be qualified.

Section 2.9. Anti-Nepotism Policy and Non-Fraternization Policy

2.9.1 Statement of Policy

The Agency's policy is to hire, promote and transfer employees on the basis of individual merit and to avoid any hint of favoritism, conflict of interest or discrimination in making such decisions. The employment of relatives, spouses or domestic partners is regarded as a potential violation of this policy. Even if favoritism, an actual conflict of interest, or discrimination is not shown, the existence of the situation may precipitate an appearance of unfairness or conflict of interest.

2.9.2 Relatives, Spouses or Domestic Partners in Same Department, Work Area or Facility

An employee's relatives, spouses or registered domestic partners (as defined under state law) may only be employed within the same work area, department or Agency facility when the following criteria are met:

1. Such employment does not adversely affect safety, morale, security, internal financial control, or supervision and the individuals involved do not work in direct supervision of each other.
2. An employee neither initiates nor participates in making institutional recommendations or decisions which would directly affect employment status of ~~his/her~~their spouse, registered domestic partner or relative(s). These recommendations/decisions include, but are not limited to, selection, appointment, retention, tenure, work assignments, promotion, demotion or salary.

The Agency may prohibit assignment or reassign employees if, in its sole discretion, it finds that any of the above criteria are not met.

2.9.3 Application of the Policy

1. "Relatives" refer to persons related by blood or marriage, or any relative residing in the immediate household of the employee (including, but not limited to: wife, husband, parent, child, grandparent, brother, sister, in-laws, aunt, uncle, step relatives).
2. This policy also applies to persons who are registered domestic partners as defined under state law.

2.9.4 Marriage or Registered Domestic Partnership Arising Between Employees While Employed

1. Should two employees marry or form a registered domestic partnership while both are employed by the Agency, they may

continue their employment in the same jobs provided that the criteria set forth in Section 2.9.2 are met.

2. If the criteria are not met, one of the employees in the marriage, or registered domestic partnership, must change jobs, work locations or leave the Agency. The couple will make a decision within thirty (30) days of the marriage or partnership, as to which of the two of them will change positions. If this decision is not made within 30 days, based upon its business needs, the Agency reserves the right to determine which employee will be transferred or whose employment will be terminated based upon the operational interests and needs of the Agency.

2.9.5 Non-Fraternization

In order to promote the efficient operation of the Agency and its business and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security and morale, and possible claims of sexual harassment – managers and supervisors are forbidden from dating or pursuing romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this provision will be subject to discipline, up to and including discharge.

Section 2.10. Performance Evaluation

An employee serving a six (6) month probationary period shall receive evaluations from their immediate supervisor at the end of three (3) months and also prior to the completion of the employee's probationary period. If the employee's performance review at the end of the three month period is at "Does Not Exhibit", then that employee shall not pass probation. If an employee has more than two areas of "Building Competencies" in specific categories, such employee will have an interim review at four months from hire. Failure to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees, by the six month review will be considered as failing probation. An employee may be released from employment upon failing probation or at the discretion of the Executive Director an employee failing to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees at the end of their six-month probation review may have their probation period extended to up to three (3) months. .

Evaluations for permanent employees shall be completed annually.

Such evaluations shall be on forms and under procedures prescribed by the Executive Director.

Salary movement through a pay grade will be based on performance which is reviewed on an annual basis on the employee's anniversary date.

Pay grade ranges are approximately 20% from beginning step to the top of the pay grade. An employee may receive an increase within their pay grade based upon their performance and NVTB Board allocation of a salary pool. Once an employee reaches the top of their pay grade they will still be subject to annual performance reviews.

The pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano County Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater.

The results of the performance evaluation shall be taken into account in the following ways:

1. A discretionary leave of absence will be granted only to an employee whose last evaluation was at least satisfactory.
2. The general record of service as well as specific and immediate disciplinary charges will be taken into account when disciplinary action against an employee is proposed and the discipline, if any, is assessed.
3. Merit salary increases will be determined by the Executive Director and can be awarded only to those employees whose current overall evaluation is at least "Fully Exhibits" or above for management positions, and at least a "Meets Standards" or above for non-management positions.
4. If a non-probationary employee is at "Does Not Exhibit or Building Competencies" in two or more specific areas, or receives an overall rating of "Does Not Exhibit" that employee will be evaluated again within three months. Continued failure to meet performance expectations will lead to further disciplinary action up to and including discharge.

Section 2.11. Resignation

Any employee, other than the Executive Director or At Will employees, wishing to leave service in good standing shall file with the Agency a signed written resignation giving at least two weeks' notice of his/her intention to leave the service, unless the Agency consents to an earlier separation.

The written resignation shall be forwarded to the Executive Director. The Executive Director may request an exit interview with the separating employee.

Any employee who leaves service without so filing a written resignation shall have such fact entered in his/her service record and may, by action of the Executive Director, be denied employment opportunities with the Agency in the future.

Section 2.12. Layoff

2.12.1 Statement of Policy

When it is necessary to reduce the working staff of the Agency for lack of work or lack of funds or for other causes outside of the worker's control, the Agency shall determine the classes of positions in which the reduction is to be made and the number of positions to be affected, except that this Section 2.12 shall not apply to At Will employees. Reduction in staff within the designated classes of positions shall occur in the following order:

1. Employees who have temporary status.
2. Employees who are probationary.
3. Part-time regular employees.
4. Full-time regular employees.

2.12.2 Layoff Order

The Agency shall determine the employees to be laid off within a class of positions on the basis of an employee's performance and/or special qualifications needed by the Agency.

2.12.3 Notice

The Agency will give employees notice of any reduction in staff at least two weeks prior to the effective date.

2.12.4 Reinstatement from Layoff

Full-time employees who are laid off will be given the right of first refusal in filling future vacancies in the position from which he/she was laid off for a period of one year.

2.12.5 Benefits

During periods of lay off, health care coverage remains available if premiums are paid by the employee in accordance with carrier regulations and limitations and COBRA/Cal-COBRA laws as applicable. Such benefit will be available for a period of time consistent with COBRA/Cal-COBRA.

Section 2.13. Personnel Files

2.13.1 Statement of Policy

The Agency maintains personnel files on all employees. The files contain confidential information such as job applications, resumes, documentation of performance, salary changes, benefit elections and other employment records.

2.13.2 Employee Responsibility to Ensure Accuracy of Personnel Records

The accuracy of personnel records is essential for the proper handling of many items of great importance to employees, including the emergency notification of family, income tax deductions, insurance coverage, and other fringe benefits from the Agency. It is the employee's responsibility to keep the Agency updated on personal information so that the Agency may effectively handle those programs and tasks which are for the employee's benefit.

In order that the Agency may keep complete and current records, it is mandatory that the employee notify the Agency office immediately whenever there is a change in the employee's following information:

1. Address
2. Telephone Number (Note: As a condition of employment, it is necessary that the employee present a telephone number where

he/she can be reached by his/her Supervisor directly without having to go through other parties.)

3. Person to notify in the event of an emergency.
4. Name, through marriage or otherwise.
5. Marital status
6. Number of dependents
7. Insurance beneficiary
8. Military Status
9. Driver's license number and date of expiration when a condition of employment.

2.13.3 Duty to Provide Accurate Information

Any misrepresentations, falsifications, or material omissions by an employee on his or employment documents may result in disciplinary action up to and including termination of employment.

2.13.4 Access to Personnel Files

An employee may request to review his or her personnel file by submitting a written request twenty-four hours in advance to the Executive Director or designee. If an employee disagrees with any item contained in his or her personnel file, the employee may add a document containing his or her version of the disputed item.

CHAPTER 3 HOURS OF WORK AND COMPENSATION

Section 3.1. Work Schedules

3.1.1 Work Schedules

New employees will be advised of their work schedules when they commence employment with the Agency. From time to time, it may be necessary for the Agency to change employee work schedules. Employees are expected to cooperate with these changes and are expected to arrange their personal schedules to comply with their assigned work hours.

3.1.2 Standard Work Schedule

The standard work schedule is forty (40) hours. The core work hours are ~~10:00~~ 9:00 a.m. to 4:00 p.m. with at least 30 minutes for lunch. The standard hours and/or days of a standard work schedule may be altered upon request by the supervisor and with approval of the Executive Director. ALTERNATE WORK SCHEDULES (9-80's AND 4-10's) may be authorized by the Executive Director and approval of such will be placed in the employees personnel file.

3.1.3 Standard Work Week

The Standard workweek is a seven-day period beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday.

3.1.4 Flex Time

"Flex time" occurs where an employee varies his or her regularly scheduled start or end time. It is confined to a normal work week as defined above.

Flex time for employees is subject to prior approval by the employee's supervisor and the Executive Director. Prior written approval from employee's supervisor and the Executive Director shall be obtained no later than the conclusion of the previous work shift.

Management and Supervisory employees are expected to be on duty at the times they can most efficiently discharge those tasks relative to supervising their employees and interacting with other Agency personnel and members of the public. If this is at a time other than normal business hours they can notify the Executive Director and have their normal duty hours changed to so reflect.

Section 3.2. Meal and Rest Breaks

3.2.1 Meal Breaks

Employees shall take an unpaid 30 or 60 minute meal break. Such meal break shall be scheduled at approximately mid-way through the workday.

3.2.2 Rest Periods

Employees are permitted one 15-minute rest period for each four (4) hour work period. These breaks shall be scheduled about midway through each four (4) hour period.

3.2.3 Meal and Rest Breaks May Not Be Combined or Postponed

Rest and meal periods are provided so the employees may rest, obtain nourishment and rejuvenate during the workday. Employees may not combine rest periods or add them to meal breaks. Nor may employees postpone their rest or meal periods to the end of the workday in order to leave earlier.

Section 3.3. Compensation

3.3.1 Statement of Policy

As a public entity, the Agency is committed to rendering the highest level of service possible at a fair and reasonable cost. The Agency's ability to achieve this objective is affected by a number of factors, one of which is the quality performance of Agency employees. In order to attract and retain highly competent employees, promote continuous superior performance, and give full recognition to Agency financial constraints, the following criteria will be considered in establishing employee compensation:

1. The impact of compensation on the cost of services, financial position of the Agency, and overall operational cost.
2. Compensation paid for similar work in other public and private organizations.
3. The relative value of individual employee's services to the success of the Agency.
4. The general and specific performance of employees.
5. Status of the labor force, economic conditions, recruitment and retention experience, and other factors influencing the maintenance of a stable and efficient work force.

The Executive Director or ~~his/her~~^{their} designee shall develop an annual Salary and Benefits package for submission to the Board each year. The schedule shall set forth the positions approved by the Board, together with proposed salary ranges and employee benefits, for the upcoming fiscal year beginning July 1. Salary ranges and employee benefits are to be reviewed and considered by the Board for adjustment for each fiscal year as part of the budget adoption.

3.3.2 Wage Rates

Employees will be paid within the salary range established for their job classification. A list of job classifications and applicable salary rates is maintained in the Agency's business office.

From time to time, salary rates may be adjusted to reflect inflation, deflation or other cost of living changes. The Bay Area Consumer Price Index, and/or the average of salary adjustments for Napa County, Sonoma County Transportation Authority, and Solano County Transportation Authority as published at the time of the Executive Director's development of the recommended annual Salary and Benefits package shall be referred to in considering the possible adjustment of salary rates. Nothing herein shall constitute an implied or specific agreement by

Agency to grant cost of living increases or as to the amount of any such increase. The purpose of this provision is to provide a framework for the development of the annual Salary and Benefits package that is subject to review and approval by the Board.

3.3.3 Pay Schedule

Wages will be paid on a bi-weekly basis. Wages will be paid within fourteen (14) calendar days following the end of the pay period. If paid by check in lieu of direct deposit, such paychecks not picked up by 4:00 p.m. on payday will be mailed.

3.3.4 Payroll Deductions

An employee's earnings and payroll deductions are shown on a check stub with the employee's paycheck. The check stub should be examined and retained for personal records.

The Agency will make the following deductions from an employee's earnings:

A. Mandatory Deductions

1. Federal Income Tax (Withhold Tax)
2. State Income Tax
3. State Disability Insurance (S.D.I.)
4. Garnishments/Wage Attachments

B. Employee Authorized Deductions

1. Employee deferred compensation contributions
2. Medical and dental insurance contributions
3. Jury duty payments to an employee who was provided paid time off for jury service
4. Other Deductions Agreed Upon in Writing by the Employee and permitted by law.

3.3.5 Updating Payroll Information

During the course of employment, changes affecting payroll status will probably occur from time to time. Examples are changes in marital status, name change due to marriage, changes in number of dependents and changes required to adjust an excessive or insufficient tax withholding situation. Questions concerning these changes should be directed to the Human Resources department.

Section 3.4. Timekeeping

3.4.1 Employees

A. Time Sheet

Each employee is responsible for preparing an individual time sheet weekly. The employee should accurately record regular and authorized overtime hours worked

and leave usages. Time sheets must also show all of the following for each job performed during the week:

1. Work locations such as lateral name or improvement Agency number.
2. Job or task number.

B. Submission of Time Sheets

Each employee must electronically submit his or her time card, verifying its accuracy, and have the time sheet reviewed and approved by his/her supervisor. Employees are expected to submit their time sheets promptly as directed by the Executive Director, or his/her Designee.

3.4.2 Consequences of Falsifying Time Records

Falsification of time sheets, recording time for another or signing the timesheet of another will result in disciplinary action up to and including discharge.

Section 3.5. Overtime

3.5.1 Statement of Policy

From time to time, overtime work may be necessary to complete a work assignment or tend to the public's needs. Overtime must be required by and authorized by the Executive Director. All employees will be expected to work overtime under specific circumstances which shall be defined by the Executive Director. Refusal to work, after requested to do so under those circumstances, will be grounds for disciplinary action.

3.5.2 Exclusion from Policy

For purposes of determining entitlement to overtime pay under the federal Fair Labor Standards Act (FLSA), employees will be either classified as exempt or non-exempt based upon the nature of their duties. Exempt employees, such as management positions, are not entitled to overtime pay.

3.5.3 Overtime Pay

An employee who works overtime shall be compensated at a rate of one and one half (1 ½) time the employee's standard hourly rate in cash or compensatory time off. Employees may elect to be compensated in cash or compensatory time off for any overtime worked and must make the election on the time card for the pay period in which it was worked.

Unless otherwise provided below, overtime is defined as any time actually worked in excess of forty (40) hours in an employee's standard workweek. For employees on an alternate work schedule (including four (4)-ten (10) and nine (9)-eighty (80) schedules), overtime is defined as any time actually worked in excess of an employee's standard work day in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's standard workweek.

An employee who works more than the normal number of workdays during a normal workweek based on their assigned work schedule shall receive overtime

compensation provided that the employee was not absent from work for more than one normal work day in that workweek due to vacation, compensatory time, holiday, sick leave, any other paid leave or a combination thereof.

Overtime pay must be approved in advanced by employee's supervisor and the Executive Director prior to performing the work.

CHAPTER 4 STANDARDS OF CONDUCTS

Section 4.1. Equal Employment Opportunity

4.1.1 Statement of Policy

The Napa Valley Transportation Authority is an equal opportunity employer. The Agency does not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on an applicant's or employee's race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal, state or local law.

The Agency subscribes to all federal and state laws that are intended to protect the right and opportunity of all persons to seek, obtain and hold employment without discrimination or abridgment because of the foregoing characteristics.

4.1.2 Employee, Supervisor and Management Responsibilities

All employees are charged with the responsibility of furthering equal employment opportunity by identifying and reporting incidents of discrimination. Agency managers and supervisors are further required to ensure that principles of equal employment opportunity and non-discrimination are followed with regard to recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, pay and other forms of compensation, training and general treatment of employees during employment.

In any instance where an employee believes that this policy has been violated, that employee is encouraged to consult with the Agency's Executive Director, or if the alleged violator is the Executive Director, the Chair of the Board with the assurance that no reprisals (retaliation) or otherwise adverse action will be taken against the employee.

Section 4.2. Anti-Harassment/Discrimination Policy

4.2.1 Statement of Policy

The Agency is committed to providing a work environment free from harassment and discrimination as defined by this policy. Agency policy prohibits discrimination, sexual harassment and harassment because of race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal and state law. All such harassment and discrimination is prohibited. Persons protected from harassment and discrimination under this policy includes job applicants, employees and independent contractors. Applicants, employees or independent contractors are protected from harassment that is perpetrated by Agency officials, managers, supervisors, employees, and by

non-employees when the harassment occurs in the course of Agency work. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

4.2.2 Definitions

A. “Discrimination”

For purposes of this policy, discrimination may occur by either:

1. Treating members of a protected class less favorably because of their membership in that class. The protected groups are based upon race, age, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, sexual orientation, gender or self-identified gender.
 - a) “Sex” is defined as including, but not limited to pregnancy, childbirth, or medical conditions related to such pregnancy, as well as one’s gender (see California Government Code, section 12926(p)).
 - b) “Gender” is defined as including a person’s sex, gender identity and gender related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth (see California Penal Code, section 422.56).
2. Having a policy or practice that has a disproportionately adverse impact on protect class members.

B. “Harassment”

Conduct which constitutes harassment in violation of this policy includes, but is not limited to:

1. Making or using derogatory comments, slurs, jokes or epithets which are related to an individual’s race, religion, gender, self-identified gender, sex, or is of a sexual nature, or are based on any other identified protected category, as set forth in section 4.2.2.A.1. above, or are otherwise deemed inappropriate.
2. Assaulting, touching, impeding or blocking movement, making derogatory gestures, or any physical interference with normal work movement which is motivated or related to an individual’s protected status as set forth in section 4.2.2.A.1, above.
3. Displaying derogatory posters, letters, poems, graffiti, cartoons or drawings that involve or relate to an individual’s protected status as set forth in section 4.2.2.A.1, above.
4. Sexual harassment as defined in section 4.2.2.C, below.
5. Retaliation against an employee, or person who provides services to NVTa pursuant to a contract or other covered individual who:

- a) Files or responds to a bona fide complaint of harassment or discrimination; or
- b) Acts as a witness or otherwise cooperates in the investigation of a harassment or discrimination complaint; or
- c) Serves as an investigator in processing complaints of harassment or discrimination.

C. Sexual Harassment"

1. For purpose of this policy, sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - a) Submission to, or rejection of, such conduct is used as the basis for employment decisions that influence or affect an individual's career (such as promotions, salary, employment conditions or other aspects of a career development); or
 - b) Such conduct unreasonably interferes with an individual's job performance;
 - c) Creates an intimidating, hostile or offensive work environment.
2. All of the conduct described in 4.2.2.B. (1)-(3), above, when it is of a sexual nature; or
3. Deliberate, repeated or unwelcome sexual advances, offering employment benefits in exchange for sexual favors or making or threatening reprisals after a negative response to sexual advances.

Sexual harassment can occur between employees of the opposite or same sex. It is prohibited for males to sexually harass females or other males, and for females to sexually harass males or other females.

4.2.3 Zero Tolerance

The Agency maintains a zero tolerance stance regarding violations of this policy. This means that serious cases of employee harassment, discrimination or retaliation related to a complaint made pursuant to this policy will lead to recommendations for immediate dismissal by the Executive Director.

Conduct of the nature prohibited by this policy will be considered misconduct and will subject an offending employee to disciplinary action even if the conduct does not rise to the level of legally actionable harassment, discrimination or retaliation.

4.2.4 Complaint and Investigation Procedure

Employees and contractors should not wait until a situation becomes severe or pervasive or impairs their work performance before reporting harassment or discrimination. The Agency's goal is to prevent harassment and, if it does occur, to stop it at the earliest opportunity.

If the employee believes that he/she has been harassed or discriminated under this policy, or if the employee believes he/she has witnessed harassment or discrimination, the employee should inform his/her supervisor, Human Resources, or the Executive Director of the Agency as soon as possible after the incident. The complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors or management employees who are aware or have been notified of any alleged incident of harassment or discrimination must immediately refer all such complaints or reports to Human Resources and to the Executive Director.

If the Executive Director is the harasser, the employee can report the harassment/discrimination to the chairman of the Board of Directors.

If the employee does not feel comfortable reporting the incident to his/her supervisor, Human Resources or the Executive Director, he/she may report the incident to any other supervisory or management employee, or the chair of the Board of Directors.

Whenever the Agency is made aware of a complaint or report of harassment/discrimination under this policy, the Agency will conduct an immediate, thorough and objective investigation of the situation. Cooperation with such investigations is required of all employees.

If the Agency determines that harassment/discrimination prohibited by this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Agency to have engaged in prohibited harassment/discrimination will be subject to appropriate disciplinary action, up to and including termination.

In addition to the foregoing methods of complaint, an applicant, employee or contractor may choose to file a harassment/discrimination complaint with the California Department of Fair Employment and Housing at <http://www.dfeh.ca.gov> or the federal Equal Employment Opportunity Commission at <http://www.eeoc.gov/>.

4.2.5 Prohibition on Retaliation

The Agency strictly prohibits retaliation against any applicant, employee or contractor who complains of harassment or discrimination or participates in any manner in an investigation into workplace harassment/discrimination. Examples of retaliation prohibited by this policy include the following:

- Disciplining a complainant or rejecting a complainant for employment because it is believed the allegation of harassment is untrue or the allegation of harassment/discrimination is not supported by subsequent findings of an investigation;
- Subjecting complainants or witnesses to materially adverse employment decisions because of their participation in a workplace harassment/discrimination complaint or investigation;

- Ostracizing or demonstrating hostility to a complainant or witnesses because of their participation in a workplace harassment/discrimination complaint or investigation.

If the Agency finds that any employee, including a supervisor or manager, has engaged in retaliation, he or she shall be subject to disciplinary action, up to and including discharge.

4.2.6 Prevention

Prevention is the best method for avoiding harassment, discrimination and retaliation. Supervisory and managerial employees are charged with the responsibility of taking steps to prevent harassment/discrimination and retaliation from occurring in the workplace. Failure to take appropriate action to prevent and/or correct harassment/discrimination or retaliation shall be deemed a violation of this policy and shall subject the offender to disciplinary action up to and including discharge. If the Executive Director is the harasser, the employee can report the harassment/discrimination to the Chair of the Board of Directors who will investigate the complaint in the same manner that the Executive Director would investigate complaints filed by other employees. If the employee does not feel comfortable reporting the incident to his/her supervisor, or the Executive Director, he/she may report the incident to any other supervisory, management employee or Human Resources.

Section 4.3. Mutual Respect and Courtesy Rule

It is the Agency's philosophy and practice to treat one another with respect and courtesy. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Section 4.4. Reasonable Accommodation

4.4.1 Statement of Policy

In furtherance of the Agency's policy to provide equal employment opportunity, the Agency will provide reasonable accommodation to allow people with physical or mental disabilities to apply for employment and perform their jobs.

4.4.2 Conditions Covered By This Policy

A. Disability

The term "disability" means:

1. A physical or mental disorder or condition that limits one or more of the major life activities of such individual; or
2. A record of disorder or condition; or
3. Being regarded as having such a disorder or condition.

B. Conditions Excluded

Individuals who currently use drugs illegally are not protected by the disability laws and do not have rights to reasonable accommodation. This includes people who

use prescription drugs illegally. However, persons who no longer use drugs illegally and have either successfully completed a supervised drug rehabilitation program, or are currently participating in a supervised rehabilitation program, or desire to voluntarily enter and participate in such a program do have protection as provided under applicable disability laws.

4.4.3 Examples of Reasonable Accommodation

Each request for an accommodation will be evaluated on a case-by-case basis. Reasonable accommodation may include:

- Making existing facilities used by employees readily accessible to and usable by individuals with disabilities;
- Job restructuring or modified work schedules;
- Acquisition or modification of equipment or devices;
- The provision of qualified readers or interpreters;
- Appropriate adjustment or modifications of examinations, training materials or policies; and/or
- Reassignment to a vacant position.

4.4.4 Requests for Reasonable Accommodation

To request reasonable accommodation under this policy, an applicant or employee must submit a written statement to the Human Resource Department which indicates the general nature of the physical or mental disability and identifies his or her abilities and functional limitations with respect to the job limitations of the disability. The statement should also request reasonable accommodation because of the limitation(s) caused by the disability. The applicant or employee shall assist the Agency in determining if and what reasonable accommodation might be provided by identifying:

1. Any special methods, skills or procedures which would enable him or her to perform tasks or functions that he or she otherwise might not be able to perform because of his or her disability;
2. The potential accommodations the Agency might make that would enable him or her to perform the essential functions of the job, properly and safely, including special equipment, changes in the physical layout of the job or other accommodation; and
3. Any equipment aids or services that the applicant or employee is willing to provide and utilize that the Agency is not required to provide.

If the applicant or employee requires secretarial or other assistance in preparing the request due to his or her disability, such assistance will be provided upon request.

4.4.5 Medical Information

An applicant or employee who identifies himself or herself as having a disability and who requests reasonable accommodation will be required to provide documentation, including medical documentation, sufficient to establish the existence of the physical or mental disorder or condition, the limitations caused by the condition, and the need for accommodation.

Any information obtained regarding the medical condition of the applicant or employee will be collected and maintained on separate forms, in separate medical files, and treated as a confidential record. Such confidential information may be released as follows:

1. To inform the supervisors and managers of the disabled employee regarding any restrictions on the work or duties of the employee or accommodations necessary;
2. To inform first aid and safety personnel, when appropriate, if the disability may require emergency treatment;
3. To respond to requests from governmental officials investigating compliance with the disability laws; and
4. To workers' compensation offices and second injury funds as required by law or for insurance purposes under certain conditions for those who establish, sponsor or administer health or life insurance benefit plans.

4.4.6 The Interactive Process

The Interactive Process can begin in a number of ways. However, unless the disability or the need for accommodation is obvious, it is the responsibility of the employee to inform the supervisor or the Human Resource Department that an accommodation is needed in order to perform the essential job functions. However, the duty to provide a reasonable accommodation may arise even when no request is made, e.g., when the supervisor, Executive Director, or Human Resources becomes aware of the disability, whether or not there is a request by the employee for a reasonable accommodation. Once the need for reasonable accommodation is known, the Agency, by and through the employee's supervisor, or Executive Director, and Human Resources department, will engage in the Interactive Process, which includes, but is not limited to:

1. Review of the essential functions of the position;
2. Engagement in an interactive dialogue with the employee to ascertain the precise job related limitations imposed by the employee's disability and how those limitation would be overcome with reasonable accommodation;
3. In consultation with the employee, identification of the potential reasonable accommodations and assess the effectiveness each would have in enabling the employee to perform the essential functions of the position;

4. Consideration of the preference of the employee to be accommodated regarding an alternative employment reassignment; and
5. Selection and implementation of the reasonable accommodation most appropriate for the Agency in collaboration with the employee's input.

4.4.7 Miscellaneous Guidelines

1. Reasonable accommodation does not negate requirements for good job performance, successful completion of assigned training, adherence to generally accepted standards of behavior and adherence to supervisory instructions.
2. An employee with a disability who is reassigned to a vacant, lower classified position as an accommodation will receive the lower salary of that position.
3. If the essential job functions and/or duties of a position occupied by an employee with a disability are expanded, revised or modified, the conditions and procedures stated shall apply to any evaluation of the employee's ability to perform the essential functions of the changed, revised or modified position and the Agency's determination whether reasonable accommodation can be provided.
4. An employee who has a question regarding the application of the policy and procedure should contact the Executive Director.

Section 4.5. Appearance, Conduct and Hygiene

4.5.1 Statement of Policy

Agency employees often come into contact with the public, which judges the quality of the Agency service by the appearance and behavior of its employees and has the right to expect appropriate clothing, neat appearance, good manners, and service. Therefore, Agency employees will be expected to adhere to the following guidelines.

4.5.2 Guidelines on Appearance, Conduct and Hygiene

1. All employees are expected to exercise good hygiene and be well groomed.
2. All employees having long hair or wearing a moustache or beard must keep them clean, trimmed, combed, and otherwise groomed so as not to interfere with worker safety. Those employees who normally do not wear a beard or moustache and who normally shave must keep themselves clean shaven.
3. Employees must dress in a manner that is professional, functional, and affords them safety from unnecessary risk of injury. Office employees should not wear shorts, sweat pants, tank tops, shabby denims, or suggestive or inappropriate clothing.

4. When, on occasion, employees have to deal with discourteous persons, it is especially important for them to maintain their friendly attitude. Continuing courtesy on the part of employees will do much to promote an excellent relationship between the Agency and the community.

Section 4.6. Attendance and Punctuality

4.6.1 Statement of Policy

In order to offer high quality service, the Agency's operations must be appropriately staffed. Absenteeism and tardiness cause undue burdens on co-workers and impede the service the Agency provides to the community. Therefore, regular attendance and punctuality are job requirements for all employees of the Agency.

4.6.2 Reporting Requirements

1. Employees are expected to report to work on time and ready for duty at the time prescribed.
2. Employees may not leave work without prior supervisory approval during working hours or prior to the end of a scheduled work time.
3. Employees who foresee the need to be absent, tardy or leave early from work should notify their supervisor/Department Head, Human Resources, the Administrative Assistant and the Executive Director of the anticipated absence as far in advance as practicable and obtain approval for such absence.
4. An employee who will be absent or late to work must notify their supervisor/Department Head, Human Resources, the Administrative Assistant and Executive Director prior to the start of the employee's shift. This process must be repeated daily unless the employee is on an approved leave of absence. An employee must keep their supervisor/Department Head, Human Resources, and Executive Director informed of when he or she plans to return to work. An employee who does not return to work from a leave of absence on the approved date shall be deemed absent without leave (AWOL) and shall be subject to automatic resignation.
5. An employee who is physically unable to provide notice of an absence prior to the start of the employee's work day must provide notice as soon as practicably possible.
6. Absences, including tardiness, must be accurately reported on time sheets in 15 minute increments. Employees who are tardy will not be paid for the time they are absent.

4.6.3 Discipline

Failure to provide a supervisor with advance notice of an absence or late arrival for work, frequent or prolonged absenteeism or tardiness, or falsification of time records may result in disciplinary action up to and including discharge.

Employee absences which are protected by law (e.g., military leave, workers compensation leave, family medical leave, "kin care" leave, pregnancy disability and other approved disability leaves, witness or jury duty leave, voting leave, court appearances for crime victims, and leave for certain school activities) will not be counted in determining whether the employee is meeting job requirements for attendance.

Section 4.7. Secondary Employment

4.7.1 Statement of Policy

The Agency expects its employees to devote full attention to their Agency responsibilities during regularly scheduled work hours. The Agency will not tolerate any secondary employment, which interferes in any way with the performance of duties for the Agency including, but not limited to, the following:

1. Actual conflict in hours of employment;
2. Being tired or unfit for duty because of outside employment;
3. Where the secondary employment creates an actual or apparent conflict of interest in regard to Agency employment.

4.7.2 Notification and Approval

Employees must notify the Agency of all secondary employment. Any employee who engages in after or before hours work at a secondary job must accomplish the following:

1. Receive the written permission of the Executive Director prior to accepting secondary employment. In the case of the Executive Director, he/she must receive authorization from the Board of Directors;
2. When requested by the Executive Director, obtain from the secondary employer a waiver of liability for the Agency;
3. It is incumbent on the employee to make it clear to the secondary employer that he, the employee, is not performing any duties as a representative of NVTa;
4. Once approval is granted by the Executive Director, immediately notify the ED if the secondary employment poses an actual or potential conflict with regards to the employee's Agency employment.

Section 4.8. Causes for Discipline

4.8.1 Statement of Policy

The purpose of this policy is to establish standards of conduct and work performance for employees that are consistent with the efficient and effective delivery of public services. When conduct or job performance does not meet these standards, the Agency will endeavor to provide employees with a reasonable opportunity to correct the deficiency in the Agency's sole judgment.

4.8.2 Standards of Conduct

The standards set forth below are intended to provide employees with notice of what is expected of them and provide examples that may lead to disciplinary action, up to and including discharge. This list is not meant to be exhaustive or all inclusive, but rather it is a set of examples of unacceptable behavior for which disciplinary action could result

1. Poor performance; unsatisfactory work quality or quantity;
2. Neglect of duty, including sleeping on the job;
3. Insubordination;
4. Excessive absenteeism or tardiness;
5. Unexcused absences, failing to properly report absences, or leaving work early without permission;
6. Failure to keep supervisor aware of employee's whereabouts during duty time when availability may be required;
7. Misuse of or damage to Agency tools, vehicles, equipment or other property;
8. Moving violations or accidents in an Agency vehicle;
9. Violation of safety rules or practices;
10. Falsifying, altering or making a material omission on employment, medical, financial, payroll, timekeeping, or other Agency records;
11. Performing non-Agency work during work hours;
12. Dishonesty;
13. Special treatment or favoritism of one customer over another;
14. Use, possession, sale or being under the influence of alcoholic beverages or illegal drugs during work hours or on Agency premises (including vehicles) or other violation of the drug and alcohol policy;
15. Violation of the anti-harassment or discrimination policies;
16. Fighting, engaging in violent or threatening behavior or other conduct in violation of the Agency's workplace violence policy;
17. Discourteous treatment of the public or other employees, as defined by the Mutual Respect and Courtesy Rule (Section 4.3);
18. Conviction of a crime that reflects unfitness for the employee's position or unfitness to work around the Agency's employees, property or the public;
19. Other failure of good behavior during or outside of duty hours which is of such a nature that it causes discredit to the Agency and his or her employment; and

20. Other violation of Agency policies or rules.

Section 4.9. Discipline

4.9.1 Statement of Policy

The purpose of this policy is to establish procedures for the discipline of employees; *except Section 4.8 shall not apply to At Will or temporary employees.* When the job performance or the conduct of a probationary or permanent employee falls below standards set by the Agency, including the Standards of Conduct set forth in Section 4.7, then depending on the severity of the misconduct or performance problem, the Agency may take disciplinary action, up to and including discharge.

4.9.2 Progressive Discipline

The Agency will endeavor to afford the employee with an opportunity to improve when dealing with performance or conduct problems. Different types of discipline may be utilized as determined appropriate in the sole discretion of the Agency and discipline need not adhere to a sequential order of progressive discipline. Types of discipline may include: verbal or written warnings, written reprimands, suspension without pay, demotion and discharge.

A. Suspension without Pay

For more severe violations or continued, uncorrected performance or misconduct problems, an employee may be suspended without pay. Where suspension without pay is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

B. Demotion

The Agency may impose a demotion to a position having a lower salary range for disciplinary purposes. A disciplinary demotion may be utilized for continued, uncorrected performance deficiencies. Where demotion is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

C. Discharge

Discharge will be considered for severe violations, failure to respond appropriately to prior performance improvement plans, and/or multiple disciplinary infractions in a short period of time. Where misconduct is severe and egregious, immediate discharge may be imposed. Where discharge has been recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal. The discharge will be documented in the personnel file.

4.9.3 Administrative Leave

In cases involving alleged severe employee misconduct, or where the presence of the employee may interfere with the investigation into the employee's alleged misconduct, or where the interests of public or workplace health and safety or the Agency's business operations may be jeopardized by the employee's presence, the Executive Director may place the employee on paid administrative leave

pending an investigation into the circumstances. During such administrative leave, the employee will be required to be available by telephone to the Agency during regular business hours and to promptly respond to requests for information by the Agency. The employee should not enter Agency premises during administrative leave without permission by the Executive Director.

4.9.4 Procedures for Disciplinary Action of a Permanent Employee

Where discipline of a permanent employee involves disciplinary actions that result in loss of salary or change in employment status (such as suspension without pay or demotion or discharge), the following provisions shall apply:

A. Notice of Proposed Discipline

The employee's supervisor shall inform the employee in writing of the proposed disciplinary action, which shall not be effective until at least five days from the date the notice of proposed action is served on the employee. This notice shall include a copy of the charges and the reasons for the proposed disciplinary action. This notice shall also include a copy of all relevant documents upon which the proposed disciplinary action is based. The notice shall advise the employee of his/her right to respond to the proposed action either in writing or to hold a meeting to respond (Skelly meeting). Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after deposit with the U.S. postal service.

B. Skelly Meeting

The employee may request a meeting to respond to the proposed disciplinary action. The meeting shall be held with the appropriate manager. Following the meeting or employee's written response, the ED or manager shall determine whether to proceed, modify, or set aside the proposed disciplinary action.

C. Notice of Discipline

The employee shall be informed in writing of the final disciplinary action. A copy of the Notice of Discipline shall be placed in the employee's personnel file. This notice shall include a copy of the charges, the reasons for disciplinary action, and provide the effective date of the action. This notice shall also include a copy of all relevant documents upon which the disciplinary action is based. The notice shall advise the employee of his/her right to appeal the disciplinary action. Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after the date of deposit with the U.S. postal service.

D. Right to Appeal

Within five days of service of the Notice of Disciplinary Action, a permanent employee may request to appeal the disciplinary action in writing to the ED. An employee may only appeal a disciplinary action that results in loss of salary or change in employment status. The ED, or ED's designee, shall serve as the hearing officer for the disciplinary appeal. The hearing officer shall make findings based upon the written statement of the charges and upon information presented

at the hearing, both oral and in writing. The hearing officer shall determine whether there is just cause for the discipline and whether the discipline is appropriate. The hearing officer may approve, modify, or withdraw the disciplinary action. The hearing officer shall notify the manager of his/her determination in writing. The hearing officer's decision is final and binding.

CHAPTER 5 HEALTH AND SAFETY ON THE JOB

Section 5.1. Job Safety

5.1.1 Statement of Policy

The Board of Directors desires to maintain a safe place of employment for Agency employees, and to that end Agency management will make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.1.2 Employee Responsibility

It is the obligation of employees to become familiar with the provisions of the Agency Safety Manual and the Illness and Injury Prevention Program and to work accordingly. Further, employees are required to report to their supervisor all unsafe conditions encountered during the course of their work.

5.1.3 Injury Reporting

Prompt Reporting

All employees of the Agency are covered by Workers Compensation Insurance and any injury or disability arising out of and in the course and scope of employment, however slight, shall be reported by the injured employee to the Executive Director and Human Resources as promptly as possible following its occurrence.

Section 5.2. Workplace Violence Prevention

5.2.1 Statement of Policy

The Napa Valley Transportation Authority is committed to the safety and security of its employees, customers, and visitors to its workplace. The Agency has a policy of zero tolerance for violence in the workplace. To prevent workplace violence, the Agency will address behavior that suggests a propensity for violence even prior to any violent behavior occurring.

5.2.2 Employee Responsibilities

The Agency expects its employees to employ civility and mutual respect for all persons encountered in the course of Agency business including co-workers, customers, and visitors. Any employees who engage in violent or threatening behavior in the workplace will be subject to disciplinary action, including discharge.

5.2.3 Conduct Prohibited By This Policy

"Violence," "violent behavior" and "threatening behavior" includes, but is not limited to the following conduct:

- Fighting, shoving, pushing, choking, inflicting physical harm on another person, or other battery or assault.
- Intimidating, menacing, harassing or stalking another person.

- Making verbal threats to physically harm another person or persons, whether joking or not.
- Possession of any weapon or firearm on Agency premises, during work hours, or while conducting Agency business.
- Intentionally damaging the property of another.
- Other behavior that suggests a propensity towards violence including belligerent speech, yelling, excessive arguing or swearing, offensive or threatening gestures, or a demonstrated pattern of refusal to follow policies and procedures.

The Agency will not tolerate these behaviors by its own employees or by third persons when such behavior is directed at Agency employees in the course of their work.

5.2.4 Reporting Procedure

Everyone has the responsibility to prevent violence in the workplace. Employees are encouraged to report any incident that may be a violation of this policy to an Agency manager or supervisor as follows:

A. Emergencies

Where an injury has occurred or it appears to an employee that there is an immediate danger of injury, the employee should call 911 immediately for help. Personal safety is the first priority. The employee should inform his or her supervisor, Human Resources or the Executive Director as soon as possible.

B. Non-Emergencies

In all other cases where an employee is aware of any conduct that violates this policy, the employee should immediately report it to his or her supervisor, Human Resources or the Executive Director.

5.2.5 Corrective Actions

All reports of workplace violence will be taken seriously and dealt with promptly. Any person who engages in violent or threatening behavior shall be subject to removal from the premises as quickly as safety permits, pending the outcome of an investigation. Employees who violate this policy will be subject to firm disciplinary action, up to and including discharge. In appropriate cases, the Agency may also seek temporary protective or restraining orders to keep offending individuals away from Agency facilities or employees.

The Agency will not tolerate retaliation or intimidation against any employee who makes a report of workplace violence or participates in an investigation of such a complaint.

Section 5.3. Alcohol and Drug Free Workplace

5.3.1 Statement of Policy

The Agency has a vital interest and obligation in maintaining safe, healthful and efficient working conditions for its employees and in supplying products and services safely to customers. Employee possession of and/or being under the influence of drugs or alcohol on the job are inconsistent with these interests and obligations. This policy and procedure establishes the rules, rights and obligations of all employees and Agency contractors regarding the use, possession, sale, or transport of alcohol and drugs on Agency property or while conducting Agency business.

5.3.2 Definitions

A. Legal Drug

A legal drug includes prescribed drugs and over the counter drugs, which have been, under US law, legally obtained and are being used for the purpose for which they have been prescribed or manufactured.

B. Illegal Drug

An illegal drug includes any drugs and drug synthetics which have not been legally prescribed or obtained, such as: stimulants, depressants, hallucinogens, narcotics, volatile substances, and any substance by which its nature alters normal physical or mental functions.

C. Under the Influence

For purposes of this policy and procedure, "under the influence" means that the employee is affected by a drug or alcohol or combination of both in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by a professional medical opinion, a scientifically valid test, and in some cases such as alcohol, by management opinion.

D. Agency Property

Agency Property includes lands owned, leased or upon which the Agency has a right-of-way, buildings, facilities, vehicles, equipment, parking lots, and company owned property used by employees such as lockers, desks, cabinets, etc.

E. Reasonable Suspicion

Reasonable suspicion is a belief based on objective and documented facts or evidence sufficient to lead a reasonable, prudent person to suspect that an employee is under the influence of alcohol or drugs so that the employee's ability to perform the duties of the job is impaired, or so that the employee's ability to perform his/her job safely is reduced.

5.3.3 Pre-Employment Drug and Alcohol Screening

The Agency may maintain a pre-employment drug and alcohol screening practice designed to prevent the hiring of persons who use illegal drugs, or who use legal drugs or alcohol to the extent that safe job performance would be impaired on safety sensitive positions.

A. Notification to Prospective Employees

Prospective employees will be notified of the Agency's drug and alcohol policy and pre-employment alcohol and drug screening test prior to an offer of employment and, usually, at the time they are interviewed for a position.

B. Time of Test

Finalists for Agency employment will receive a conditional offer of employment that may be contingent upon passing an alcohol and drug screening test and any physical examination requirement for the position being sought. The drug and alcohol screening test will be administered by a medical laboratory qualified to administer such test.

C. Consent to Test

Upon receipt of a conditional offer, the prospective employee must consent to the drug and alcohol screening test and must sign an Authorization for Release of Physical Examination Results, permitting the test results to be released to the Agency.

D. Disqualification from Employment

A candidate for Agency employment shall be disqualified from further consideration for employment upon any of the following occurrences:

1. Refusal to consent to a drug and alcohol screening test or refusal to authorize the release of the results to the Agency.
2. A positive test for illegal drugs or alcohol.
3. A positive test for legal drugs which, after medical consultation, the Agency determines will impair the candidate's ability to safely perform the job in question or will jeopardize the well-being of others.

5.3.4 Prohibition on Possession, Use, Sale or Transport of Alcohol or Drugs

A. Illegal Drugs and Alcohol

Having possession of, manufacturing, distributing, using, being under the influence of, selling, or transporting illegal drugs or alcohol by any employee while on the job, on Agency property, or while conducting Agency business is prohibited. Reporting to work under the influence of illegal drugs or alcohol is also prohibited.

B. Notification of Criminal Drug Conviction

Any employee who is convicted of or pleads guilty or no contest to a drug-related crime occurring in the workplace must immediately report such conviction or plea to the Executive Director.

C. Legal Drugs

The use of or being under the influence of any legally obtained drug by any employee while on the job, on Agency property, or while conducting Agency business is prohibited to the extent that such use or influence may affect the safety of the employee, co-workers, the public, the employee's job performance, or the safe and efficient operation of the Agency. An employee may continue to work even though under the influence of a legal drug if the employee's supervisor has determined, after consulting with the Executive Director and the employee's doctor that the employee can work safely. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by management.

D. Notification

An employee must notify his/her supervisor before commencing work when taking any medication or drug, prescription or nonprescription, which may interfere with safe and effective performance of duties and/or the operation of Agency equipment.

5.3.5 Reasonable Suspicion Testing

When a supervisor/manager has a reasonable suspicion that an employee is under the influence of drugs or alcohol, the employee may be directed to take a drug and alcohol test. The facts and circumstances of the supervisor's/managers reasonable suspicion shall be documented in writing and provided to the employee. The Executive Director must approve the employee's referral for a drug and alcohol test.

A. Conduct of Test

All drug or alcohol tests shall be conducted by a reputable laboratory of the Agency's choice.

B. Valid Prescriptions

An employee shall have the right to provide, within 24 hours of the drug or alcohol test, a valid prescription for any medication or drug which may be identified during the test. The prescription must be in the employee's name and be prescribed by a licensed physician prior to the drug or alcohol test.

C. Refusal to Take Test

An employee who refuses to submit to a drug and alcohol test that has been approved by the Executive Director, shall be relieved from duty without pay, and if intoxicated or physically or mentally impaired, be taken to his/her place of residence. Refusal to take a test under this policy will subject the employee disciplinary action, up to and including discharge.

5.3.6 Search or Inspection of Agency Property for Illegal Drugs or Alcohol

Employees have no expectation of privacy in Agency-owned equipment, including desks and cabinets. The Executive Director may search or authorize the search of desks and cabinets. The Executive Director may authorize the search or

inspection of Agency-owned lockers for illegal drugs or alcohol whenever there is reasonable suspicion.

5.3.7 Disciplinary Action

Violations of the provisions of this policy and procedure will result in disciplinary action, up to and including discharge.

5.3.8 Drug and Alcohol Assistance Programs

A. Voluntary Assistance

The Agency encourages employees to voluntarily seek outside assistance for drug or alcohol abuse problems prior to the need for Agency action. Employees are invited to use the Employee Assistance Program (EAP) contracted by the Agency. Administration also maintains a list of approved drug and alcohol abuse agencies and facilities, and a request may be made to the Executive Director for assistance. Such requests will be held in strict confidence to protect the rights, privileges, benefits, and family of the employee. An employee's decision to seek assistance from an outside rehabilitation agency or facility will not be used as the basis for disciplinary action.

B. Seeking Assistance After Alcohol or Drug Related Misconduct

It is the responsibility of an employee to seek assistance before drug and alcohol problems lead to disciplinary action. Once a violation of this policy occurs, subsequently entering into a rehabilitation program will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

Section 5.4. Fitness for Duty

5.4.1 Statement of Policy

In furtherance of the Agency's goal to maintain a safe, healthful and productive environment, all employees reporting for work and during times when they are paid subject to call shall be fit for duty. "Fit for duty" means the ability to perform all required physical and mental tasks associated with the employee's job duties to a satisfactory level and without endangering self, others, or property.

5.4.2 Employee Responsibility

No employee shall report to work while unfit or remain on the job after becoming unfit (for any reason) to perform his/her job duties. Failure of an employee to comply with this requirement may result in disciplinary action, up to and including discharge.

5.4.3 Pre-Employment Medical Examinations

The Executive Director may identify job classifications within the Agency that will require a pre-employment medical examination. Finalists for these positions will receive a conditional offer of employment that is contingent upon the candidate successfully passing a pre-employment medical examination and drug and alcohol test. The purpose of the pre-employment medical examination is to determine if

the candidate is fit to perform the duties of the job for which he or she is being considered.

A. Notice

All employment applicants for these positions will be informed of the medical and drug/alcohol testing requirements prior to receiving the conditional job offer. Usually, notice will be given in the job announcement and during the interview process.

B. Consent

Finalists who receive a conditional offer of employment will be asked to sign a consent form confirming their voluntary participation in these tests as a prerequisite to consideration for employment. A candidate who refuses to submit to any or all of these tests will not be considered for employment for the position for which he/she has applied.

C. Examination

All examinations will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the candidate for employment is capable of performing all duties of the job as required by the job description and physical requirements checklist.

D. Examination Results

A candidate who is deemed unfit or unable to perform the duties of the job as a result of the medical examination will be informed of the results of the examination. The candidate may provide medical evidence that he/she is physically fit and able to perform the duties of the job, which will be considered before a final determination is made.

5.4.4 Post-Employment Fitness for Duty Examinations

If a supervisor/manager has a reasonable cause to believe that an employee is physically or mentally unfit to perform the duties of his/her job, the supervisor/manager may recommend that the employee to submit to a fitness-for-duty examination. The Executive Director shall have the authority to approve the recommendation.

A. Reasonable Cause

Reasonable cause means that the supervisor/manager believes that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his or her job duties safely is reduced, and that the supervisor's belief is based upon observations or evidence that has been documented.

B. Examination

Any such examination will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the employee

is capable of performing all duties of the job as required by the job description and physical requirements checklist.

C. Examination Results

If the examining physician determines that the employee is fit for duty, the employee shall be released to return to work. If the examining physician determines that the employee is not fit for duty, the physician shall notify both the employee and the Executive Director. The employee will not be permitted to return to work until he/she is released by the physician. One or more subsequent fitness-for-duty examinations may be required in order to determine that the employee is fit to return to work.

5.4.5 Confidentiality of Examination Records

All documentation of pre-employment and fitness for duty medical examinations will be maintained in confidential and secure medical files, separate from applicant hiring files and separate from employee personnel files.

Section 5.5. Driving

5.5.1 Statement of Policy

Observation of the law and safe driving practices shall be the top priority of all employees assigned to drive an Agency vehicle or who operate a personal vehicle in the performance of Agency business.

5.5.2 Driver's License Requirements

All employees who operate an Agency vehicle, or who operate a personal vehicle in the performance of Agency business, must possess and carry a valid, current California Driver's License of the proper class (and endorsements) for the vehicle operated.

A. Employee Responsibilities

1. Employees are responsible for maintaining a valid, current California driver's license of the proper class and endorsements before operating an Agency vehicle or driving a personal vehicle on Agency business. Any employee who operates an Agency vehicle or a personal vehicle in the performance of Agency business without a valid, current California Driver's License will be subject to disciplinary action up to and including discharge.
2. Employees who drive Agency vehicles or drive a personal vehicle on Agency business must notify their supervisor immediately in writing when their driver's license has expired or been suspended or revoked.

B. Agency Responsibilities

1. Managers shall notify the Executive Director when they have notification that an employee's driver's license has expired or been suspended or revoked.

2. The Executive Director shall not allow an employee with an expired, suspended or revoked driver's license to operate an Agency vehicle or a personal vehicle on Agency business.
3. It is the responsibility of Human Resources Manager to see that all employees are properly licensed for any vehicles they are to drive on Agency business.

C. Effect of Failure to Maintain Valid, Current Driver's License

Where the employee's applicable written job description requires driving an Agency vehicle or a personal vehicle on Agency business, and an employee fails to maintain a valid, current California Driver's License, the employee will be disqualified from such employment and terminated.

D. Reasonable Accommodation of Disabled Employees and Applicants

Where driving is a requirement for a particular position, an applicant or employee who does not possess a valid, current California Driver's License because of a disability may be eligible for reasonable accommodation. For example, if driving is a non-essential function of a particular position, the driving function may be reassigned as a reasonable accommodation for the disabled worker or applicant. If driving is an essential function of the employee's position, other accommodation such as reassignment to a different position may be feasible. Each situation will be addressed on a case by case basis. Requests for reasonable accommodation should be addressed to the Executive Director.

E. DMV Automatic Pull Notice

For employees who drive an Agency vehicle or who drive a personal vehicle on Agency business, the Agency may obtain periodic reports from the Department of Motor Vehicles that reflect actions and activities on an employee's driver's license record. These reports will be forwarded to the employee and his or her manager for review and "initialing off" that it is true and accurate by both the manager and the employee. Afterwards, the Pull Notice is placed in the employee's personnel file.

5.5.3 Good Driving Record

Every employee authorized to drive an Agency vehicle or drive a personal vehicle while on Agency business must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. The Agency may at the time of employment, or from time to time thereafter, obtain a copy of an employee's driving record to assess the employee's suitability to drive.

5.5.4 Compliance with Traffic Laws

Employees driving Agency vehicles or driving personal vehicles while on Agency business must be familiar with and obey the State Vehicle Code. Such drivers must also obey local traffic rules, traffic control signs, posted speed limits and parking restrictions. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

5.5.5 Use of Seatbelts

Seatbelts shall be worn by all occupants of Agency vehicles and by employees operating personal vehicles while on Agency business. The use of seatbelts is the law.

Section 5.6. Smoking

In keeping with the Agency's intent to provide a safe and healthful work environment and in compliance with state and local law, smoking in enclosed Agency facilities or vehicles is strictly prohibited. Smoking is allowed only on authorized breaks and lunch breaks, and only outside of work facilities so as not to disrupt Agency operations.

CHAPTER 6 EQUIPMENT AND PROPERTY

Section 6.1. Use and Care of Agency Property

6.1.1 Statement of Policy

The Agency provides its employees with the use of tools, equipment, property and facilities that are necessary for the performance of their work. Employees are expected to exercise care in the use of Agency property and to use such property only for authorized Agency business. Misuse or negligence in the care of Agency property may result in disciplinary action. Agency property issued to an employee must be returned at the time an employee terminates employment or when the employee's supervisor requests its return.

6.1.2 Damage or Loss of Agency Equipment

Employees must promptly report to their supervisor all damage to or loss of Agency equipment. Lost or broken tools, equipment and other gear will be replaced by the Agency, but excessive loss or breakage will result in the employee being subject to disciplinary action.

6.1.3 Key/Access Card Distribution

Keys/Access Cards to Agency locks are issued only to employees and other authorized individuals. Each key/Access Card is numbered and issued by the Agency office to a specific individual. Exchanging keys/Access Card, giving keys/Access Cards out, or copying keys/Access Cards is expressly prohibited and may lead to disciplinary action.

6.1.4 Personal Use of Agency Property

Agency tools, vehicles, equipment and facilities are provided for use on Agency business only. Personal use of Agency property is prohibited. Employees are prohibited from displaying personal property for sale on Agency premises or property.

6.1.5 Personal Tools or Property

The Agency will provide all tools and equipment reasonably required to perform the assigned work. The use of an employee's personal tools, vehicle or other equipment is not required and will be permitted only in unusual circumstances.

To deter theft or damage to personal property, employees are discouraged from bringing any personal property into the workplace and should not leave any personal belongings of value in the workplace. The Agency assumes no responsibility for loss or damage to the personal property of an employee.

6.1.6 Agency Access to Property

The Agency retains full title and control, including the right of inspection, over equipment, property and facilities provided for employee use. Employee privacy rights do not extend to work-related conduct or the use of Agency facilities, Agency owned equipment or property. All offices, work areas, desks, file cabinets, files, computers, data storage devices remain the property of the Agency. Therefore,

any agent or representative of the Agency can inspect these items or areas at any time, with or without prior notice.

6.1.7 Entry onto Private Property

All employees shall make a diligent attempt to contact property owners prior to entry upon private property when performing maintenance and repair tasks. Each employee is responsible for immediately reporting to the Agency office any damage to private property, buildings, trees, crops, fences, pipelines or other damage caused as a result of Agency work or operations or the use of Agency equipment.

6.1.8 Purchasing

All purchasing of materials and services must adhere to the Agency's standard practice.

Section 6.2. Phones, Computers, and Other Electronic Equipment

6.2.1 Statement of Policy

The phone, voicemail and computer systems are Agency property. Agency phones, radios, computers and other electronic equipment (copiers, fax machines, PDAs (e.g. Blackberry or other Personal Data Assistant device), etc.) should be used for Agency business purposes only. The Agency reserves the right, in its sole discretion, to access these systems, including employee voicemail, e-mail and data stored on computers, at any time. Any personal or personally confidential activities should be conducted at home on personal equipment, not at work.

This Policy is also intended to notify employees that all Agency Information Systems and their contents are not confidential or private. That is, all data, including any that is stored electronically or printed as a document, is subject to audit, review, disclosure, and discovery. **Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code Section 6250 et. seq.). Therefore, there is no expectation of privacy in the use of the Agency's Information Systems.**

The Agency reserves the right to access and monitor employee use of the Agency's Information Systems as well as any stored information created or received by employees with the Agency's Information Systems. The reservation of this right is to ensure that the Agency's Information Systems are used securely and appropriately in an ethical and lawful manner.

6.2.2 Phone Usage for Personal Reasons

While it is understood that the use of the Agency's telephones for personal reasons is occasionally necessary, this privilege must not be abused. Such conversations should be limited to exigent situations and must be kept brief. Personal toll calls are not to be charged to the Agency.

6.2.3 Internet Usage

Access to the Internet is provided for the benefit of the Agency and its employees in the performance of their work. It allows employees to connect to information

resources around the world. Employees are responsible for seeing that the Internet is used in a productive, work-related manner.

The Internet shall not be used for personal gain, solicitation of non-Agency business, or advancement of individual views. Employees may not use Agency-provided Internet service to access sexually explicit or other material that would run afoul of the Agency's anti-harassment policy, nor to access gambling or gaming sites, or similarly inappropriate information.

Personal usage of the Internet must be kept to a minimum and during employee break or lunch time.

6.2.4 Decorum of Communications

Employees must conduct themselves professionally and in a businesslike manner when using Agency telephones, radios, voicemail, or e-mail systems. Employees are prohibited from using Agency telephones, radios, voicemail or e-mail systems in any way that is disruptive or offensive to others including, but not limited to, transmitting information derogatory of other employees, sexually explicit information, racial or ethnic slurs, or anything else that may be construed as harassment or disparaging of others. No messages shall be transmitted under an assumed name. Users may not attempt to obscure the origin of any message.

6.2.5 Installation or Duplication of Software

Employees may not add or install personal software programs on Agency computers. Further, the Agency prohibits illegal duplication of software and its related documentation. Employees may only use software contained on Agency computers according to the Agency's software licensing agreement.

6.2.6 Discipline

Violations of any aspect of this policy may result in disciplinary action up to and including discharge.

Section 6.3. Agency Vehicles

6.3.1 Statement of Policy

The Agency may provide employees with use of Agency-owned vehicles for performance of their duties. Observation of safe driving practices shall be the top priority of all persons assigned an Agency vehicle, as well as proper care of Agency equipment.

6.3.2 Operator Qualifications

Every driver of an Agency vehicle must have a valid and current California driver's license for the type of Agency vehicle driven and must be authorized by the applicable Agency management employee to drive an Agency vehicle.

Every authorized Agency driver must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. Conviction for driving under the influence, careless or reckless driving, or any similar moving offense of parallel gravity, whether

or not in an Agency vehicle and whether or not on duty, may be the basis of termination of status as authorized driver.

6.3.3 Compliance with Law

All drivers must comply with all applicable motor vehicle laws when driving an Agency vehicle. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

6.3.4 Vehicle Categories

For purposes of this policy, each Agency vehicle shall be placed in one of the following categories:

6.3.5 Limitations on Use of Vehicles

The following rules shall apply to the use of all Agency vehicles:

- A.** Agency vehicles shall only be used for official Agency business. When an employee uses an Agency vehicle in any other manner, that employee shall be deemed to be not on official Agency business.
- B.** Agency vehicles shall only be driven by employees or officers of the Agency. With the approval of the Executive Director, Agency vehicles may be used by non-employees, such as consultants or independent contractors, when it is determined to be in the best interest of the Agency.
- C.** Agency vehicles shall not be used to transport large personal items, such as sports equipment or animals, or for private towing or hauling of personal belongings or property of others.
- D.** Seat belts shall be worn by all occupants while riding in or operating Agency vehicles. The use of seat belts is the law.
- E.** The use of cellular phones and electronic devices are prohibited while driving Agency owned vehicle(s).
- F.** No Agency vehicle shall be used to push-start another vehicle.
- G.** Pets, waterfowl, poultry, fish, reptiles, etc. are not permitted in Agency vehicles, nor are firearms of any type.
- H.** All Agency personnel are required to keep their assigned Agency vehicles in a clean and safe operating condition at all times. No modifications, changes, additions, addition of any accessory, custom part or the removal of any factory or Agency item on any Agency vehicle shall be permitted without the express approval of the Executive Director.
- I.** Each driver of an Agency vehicle will be responsible for calling any needed repairs or adjustments on his or her vehicle to the attention of the Executive Director. Each driver will be responsible for verifying that his or her vehicle has proper and functioning brakes, lights, windshield wipers, etc.

- J. All Agency personnel are required to report damage and defective Agency equipment as soon as possible after detection to ensure that damaged items or potentially damaged items are repaired and that service schedules are not exceeded.
- K. Each employee will be responsible for immediately reporting to their supervisor/Department Head or to the Executive Director any accident in which he or she is involved as a driver of an Agency vehicle. The employee will further prepare a detailed report of the accident, which report is to be submitted directly to the Executive Director or designee. This includes any accidents will on company duty in a private vehicle.
- L. Excessive acceleration and other showings of vehicular power occurring on Agency premises or on private or public property when in an Agency vehicle and the same occurring on Agency premises, whether in a personal vehicle or in an Agency vehicle, is not permitted.
- M. All Agency personnel shall "lock" and "secure" Agency vehicles when left unattended.
- N. Agency personnel involved in auto accidents should not volunteer information or admit liability, but merely respond as necessary to uniformed officers. They should request that their Supervisor, or the Human Resources Manager to notify police or call for medical assistance at the scene when necessary.
- O. Authorized Passengers:
 - 1. Adults on Agency business are permitted to ride in Agency vehicles, but only to the extent that seat belts are available.
 - 2. Any individual who is not participating in agency business, including family members, friends and all children are not permitted in Agency Pool Vehicles.
 - 3. All Agency personnel are prohibited from picking up hitchhikers in Agency Vehicles or while on Agency business.
- P. When driving an Agency vehicle, stopping and entering any bar or liquor store is prohibited. Transporting alcoholic beverages at any time in an Agency vehicle is prohibited.

Section 6.4. Employee Purchase Program

6.4.1 Mobile Device

A. Purpose & Reimbursement

NVTA will reimburse managers and exempt employees for up to \$1,000 plus tax for the purchase of a mobile device or tablet to encourage the proficiency of its management and exempt employees and for interfacing with Granicus or like software to access and maintain Board and advisory committee packets. If the employee chooses a device under \$1,000, NVTA will only reimburse employee up

to the purchase amount. If over the device exceeds a \$1,000 cost, employees are responsible for the difference.

NVTA will **not** reimburse employees for costs of data plans, additional software, extra equipment, extra warranties or other peripheral equipment. Purchases other than the mobile device are the responsibility of the employee. It is up to the employee to pay for repairs should the device be damaged or replaced should the device be stolen or lost within a three year period.

Mobile devices are eligible to be replaced on a three-year cycle from the date of purchase. This is done to ensure that systems used for daily business are up-to-date and under warranty.

B. Device Ownership/Program Limitations

Mobile devices are the personal property of the employees. Employees can choose any device that accommodates the interface of Board Packets. .

IRS rules may consider the reimbursement as income and subject to income taxes. Any additional taxes are the responsibility of the employee.

Business conducted on private devices is subject to the Public Records Act. To separate personal and business items, you should have an NVTA folder so that a search of the entire device would not be necessary to isolate personal documents from public documents or correspondence.

CHAPTER 7 TIME OFF AND LEAVES OF ABSENCE

Section 7.1. Holidays

7.1.1 Eligible Employees

Full-time Agency employees are eligible for paid holidays as described herein,

7.1.2 Recognized Holidays

Eligible employees are entitled to the following eight (8) holidays off with pay when they fall on a work day in the basic workweek:

January 1 (New Year's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

The fourth Thursday in November (Thanksgiving Day)

The day following Thanksgiving Day

December 24 (Winter Holiday)

December 25 (Winter Holiday)

- (1) When a recognized holiday falls on a Saturday, the day immediately preceding shall be deemed to be the paid holiday. When a recognized holiday falls on a Sunday, the next day shall be deemed to be the paid holiday. If December 24 falls on a weekend, it will be observed the preceding Friday. If December 25 falls on a weekend, it will be observed the following Monday.
- (2) Permanent part-time employees shall receive the same number of holidays as regular, full time employees and on a pro-rata basis, proportional to full-time employment

Holidays will be paid at eight (8) hour increments.

7.1.3 Personal Leave

Eligible employees shall also receive forty-eight (48) hours of personal leave each calendar year which may be used for personal reasons. Personal leave has no cash value and must be used during the calendar year in which it is received or it is deemed forfeited. Those hired after the calendar year begins will receive a pro rata share of personal leave time based on the number of pay periods remaining in the calendar year.

Permanent part-time employees shall receive personal leave on a pro-rata basis, proportional to full-time employment.

7.1.4 Board Ordered Holiday

The Board of Directors may from time to time declare additional paid holidays or half-day holidays at their sole discretion, and the granting of any such holiday shall not constitute a precedent for continued granting of such holiday or holidays.

7.1.5 Holidays Occurring During Unpaid Leave

Employees will not receive holiday pay for holidays that occur during an unpaid leave of absence from the Agency, or when the employee is on unpaid leave either the work day before the recognized holiday or the work day after the recognized holiday.

7.1.6 Working on Holidays

Eligible employees may be scheduled to work on holidays, in which event, an FLSA non-exempt employee will be compensated at the overtime rate of pay for all time worked on such days, in addition to receiving eight hours of holiday pay. Standby shall not be construed as time worked.

FLSA exempt management employees who are scheduled to work on a holiday first must obtain prior written approval from the Executive Director in order to be eligible for flex-time or compensatory time-off for hours worked. Any approved flex-time must be taken in full-day increments. Standby shall not be construed as time worked.

Section 7.2. Vacation

7.2.1 Purpose

NVTA provides vacation to eligible employees for the purpose of rest, relaxation and reinvigoration.

7.2.2 Eligibility

Full-time employees are eligible to receive vacation benefits. Vacation begins to accrue from the date of hire. A probationary employee may begin to take vacation after the first six (6) months of an employee's probationary period.

7.2.3 Accrual

A. Accrual Rates

Every permanent, full-time employee shall accrue vacation leave, in accordance with the permitted maximums as provided in the schedule below. An employee shall not accrue vacation in excess of the permitted maximums. The Executive Director shall give employees a reasonable opportunity to utilize such vacation within the year so as not to exceed the maximum accrual vacation leave accruals.

Years of Continuous Agency Service	Hours of Vacation Accrued/ Pay Period	Maximum Accrual for Years of Continuous Service
Date of Hire through Year 3	3.8 hours	240 maximum hours
Year 4 through 9	4.8 hours	300 maximum hours

Year 10 through 14	6.2 hours	400 maximum hours
Year 15 through 19	7.2 hours	400 maximum hours
Year 20 through 29	8 hours	400 maximum hours
Year 30 or more	9 hours	400 maximum hours

1. An employee's new vacation accrual rate will be effective on the first day of the pay period following the anniversary date of the year referenced in the above schedule.
2. Each employee may, with approval of the Executive Director, take vacation privileges as earned and in accordance with the provisions of Section 7.2
3. No person shall be permitted to work for compensation for the Agency in any capacity during the time of his/her paid vacation from Agency service.
4. Vacation leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability, unless an employee is on worker's compensation leave, in which case, vacation continues to accrue.
5. Each employee has right to receive compensation at the Employee's current hourly rate for up to eighty (80) hours per year of unused vacation so long as forty (40) hours of vacation were actually used during the ~~past~~ calendar year.

Permanent part-time employees shall accrue vacation leave on a pro-rata basis, proportional to full-time employment.

Non-Management Fair Labor Standards Act (FLSA) exempt employees will receive an additional 40 hours of non-accrual leave each calendar year.

B. Management Employees

Management Employees of the Agency shall receive the following:

1. Eighty (80) hours of management leave credited at the beginning of each ~~fiscal~~ calendar year. The right to surrender up to sixty (60) hours of management leave each year and be paid for same in cash at their current hourly rate; provided, however, that a minimum of forty (40) hours of vacation leave must be used during the ~~fiscal~~ calendar year in which the surrender of management leave occurs before the finance department is authorized to process the surrender request.
2. Accrual of vacation leave at the rate of 4.8 hours per pay period, or accrual of vacation leave at the rate determined in accordance with Section 7.2.3.A, or accrual of vacation leave at the Employee's current vacation leave accrual rate, whichever is higher. This

vacation leave accrual rate will be effective on the date of the appointment, reclassification, or promotion.

3. In the case of Management Employees who were not employed by the Agency at the time of their appointment, but were previously employed by a city, county, special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the Executive Director; providing, however, this rate shall not exceed the rate of vacation leave accrual the Employee enjoyed at the Employee's last place of public employment, or the rate of vacation leave accrual the Employee would be entitled to had all prior public agency service of the Employee been with the Agency, whichever is higher; and further provided that in no event shall this rate of accrual exceed the maximum rate the Agency provides to Management Employees. Work performed for a public agency as a consultant or independent contractor rather than as an employee, shall not be taken into account by the Executive Director in approving a vacation leave accrual rate exceeding the .06 hours per each full hour worked up to the maximum of eighty (80) hours per pay period.
4. The right to accumulate a maximum of 600 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

7.2.4 Scheduling

A. Notice

Vacation shall be scheduled with the employees supervisor and the Executive Director, with due regard for the wishes of the employee and with particular regard for the needs of the Agency.

Vacations of four (4) consecutive days or more, must be scheduled a minimum of two weeks before the date of departure. Vacations of three (3) consecutive days or less must be scheduled at least two (2) working days before departure. Under special circumstances, the Executive Director may waive these notice requirements.

All vacation requests shall be submitted in writing on the designated Agency form.

B. Intervening Holidays

A holiday falling within a vacation shall not be counted as a day of vacation.

C. Intervening Illness or Injury

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies and Procedures.

7.2.5 Termination or Retirement from Agency

Accrued but unused vacation at the time of an employee's termination or retirement shall be administered as follows:

A. Termination

If an employee terminates employment with the Agency, voluntarily or involuntarily, and has accrued and unused vacation, he or she shall be paid for each day recorded in Agency records.

B. Retirement

An employee who retires and has accrued and unused vacation may elect either of the following options:

1. Continue to work until the date of retirement and be paid for accrued and unused vacation; or
2. Discontinue working and take accrued and unused vacation time that would extend from last day worked up to the date of retirement.

If option (2) is selected, deductions from vacation pay will be the same as if the employee is actually on the job and health care coverage will continue to be provided under various group programs through the exhaustion of vacation time.

Section 7.3. Sick Leave

7.3.1 Purpose

The Agency provides paid sick leave in order to prevent a loss of earnings that may be caused by illness or injury. Paid sick leave is not intended to provide additional paid time off for reasons unrelated to injury or illness.

7.3.2 Eligibility

Employees are eligible for paid sick leave. Sick leave begins to accrue from the first day of employment. Employees who have worked for six (6) months in continuous employment are eligible to use accrued sick leave.

7.3.3 Accrual

Each employee shall accrue 3.8 hours of sick leave for each full eighty (80) hour pay period. There is no limit to the amount of sick leave an employee can accrue. Sick leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability status, unless an employee is on worker's compensation leave, in which case, sick leave continues to accrue.

No sick leave shall be paid prior to it being accrued.

Sick leave accrued and unused is forfeited upon termination of employment. For vested employees, accrued and unused sick leave balances can be used to credit retirement health benefits per the agency contract with CalPERS.

Permanent part-time employees shall accrue sick leave on a pro-rata basis, proportional to full-time employment.

7.3.4 Conversion of Vacation to Sick Leave

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies.

7.3.6 Employee Notice and Communication

An employee shall contact his or her supervisor prior to the employee's starting time each day when absent due to illness or injury. Employees must follow this procedure every day of illness or injury, except in the case of a pre-approved leave of absence.

Where an employee is absent for more than three (3) consecutive days, the employee will be required to submit a doctor's statement (1) verifying that an illness or injury prevented the employee from working, and (2) certifying that the employee is fit and able to return to work. Employees are required to submit a doctor's statement consistent with (1) and (2) above if an employee has a regularly scheduled absence for medical reasons. Management may also require a doctor's slip verifying the absence for a shorter period of time where a question of abuse of sick leave arises.

Employees on an approved leave of absence who do not return on their scheduled return date and who have failed, in advance of the return date, to obtain an agreed extension of leave from their supervisor or the Executive Director, will be considered to have voluntarily abandoned employment and subject to separation from Agency employment.

Section 7.4. Workers' Compensation Leave

7.4.1 Purpose

Agency employees are eligible for benefits under the Worker's Compensation Laws of the State of California for injury or illness arising out of or in the course and scope of employment. Where such injury or illness necessitates an employee's absence from work, an employee shall remain on paid status as provided herein.

7.4.2 Sick or Vacation Leave Supplementation

When an employee is off work due to an industrial injury, accrued sick leave or vacation pay may be paid for the first three (3) days. Thereafter payments made by Worker's Compensation may be supplemented up to base wage entitlement of that employee to the extent that accumulated sick leave is available and, when authorized by the employee, vacation days.

7.4.3 Accrual of Benefits during Leave

During the time an employee is on "paid status" while absent from work by reason of injury or illness covered by Worker's Compensation, he or she shall continue to accrue all benefits. For the purposes of this section, "paid status" shall include that period of time during which the Agency coordinates benefits; i.e., that period of time during which sick leave and vacation days are used to supplement employee earnings.

If worker's compensation leave is converted to long term disability leave, once vacation and sick leave balances are depleted, health, dental, vision, and life insurance premiums will be paid entirely by the employee. In addition, while the employee is on long term disability status, vacation, holidays, and sick leave accruals will no longer accrue.

Section 7.5. Pregnancy Leave

7.5.1 Purpose

In an effort to further equal employment opportunity for women, employees who become disabled by pregnancy, childbirth or related medical conditions may be entitled to job-protected leave or other reasonable accommodation as provided by California's Pregnancy Leave Law.

7.5.2 Covered Employees

An employee is disabled from working due to pregnancy, childbirth or a related medical condition in the following circumstances:

- Inability to work at all because of pregnancy or childbirth

- Inability to perform one or more essential functions of the employee's job without undue risk to the female, the successful completion of the pregnancy, or other persons
- Suffering from severe morning sickness
- Needing to attend pre-natal care appointments

7.5.3 Leave Rights

A covered employee is entitled to up to four months of leave during any period in which the employee is actually disabled. Such leave may be taken in a single block of time or on an intermittent basis or reduced leave schedule. This leave is in addition to, and does not run concurrent with, any leave the employee may be eligible for under the Family Medical Leave Act and California Family Rights Act.

At the conclusion of an approved pregnancy disability leave, the employee will be restored to her original position or a comparable position in accordance with law.

7.5.4 Pay and Benefits

Pregnancy disability leave under this policy is unpaid. However, a covered employee may use accrued sick or vacation leave or other accrued time off to cover absences caused by a pregnancy-related disability.

Leave taken under this policy does not constitute a break in service for the employee.

7.5.5 Employee Notice Obligations

Whenever the need for leave is foreseeable, a covered employee must give the Agency thirty (30) days advance notice of the need for leave. Covered employees should make reasonable efforts to schedule any necessary medical treatment so as not to disrupt the operations of the Agency. The Agency may deny leave where such notice is not provided.

When the need for leave is not foreseeable, covered employees must provide notice of the need for leave as soon as practicable.

7.5.6 Medical Certification

An employee requesting such leave will be required to provide a medical certification from her health care provider verifying the disability, the date it commenced, and its probable duration.

Upon return to work, the employee will be required to provide a return-to-work certificate from her health care provider stating that she is able to resume the duties of her position.

7.5.7 Other Forms of Pregnancy-Related Disability Accommodation

An employee disabled by a pregnancy-related condition may also be eligible for a temporary transfer to a less strenuous or hazardous position or other form of accommodation. Requests for accommodation should be directed to the employee's Supervisor or the Executive Director.

Section 7.6. Family and Medical Care Leave Act

7.6.1 Statement of Policy

This policy describes the circumstances and conditions under which an employee may take family care and medical leave as provided under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). This policy is meant to be read together with the FMLA (29 U.S.C. 2601 et seq.) and the CFRA (Government Code Section 12945.2) and the regulations adopted to implement them, all as they are now written or may hereafter be amended. This policy is separate and distinct from any other leave policies or procedures. The benefits accorded by these separate policies shall not be combined or otherwise construed as one policy.

7.6.2 Definitions

- A. **"Family and Medical Care Leave"** means leave, whether paid or unpaid, taken by an employee on account of:
 - 1. The birth of a child of the employee.
 - 2. The adoption or foster care placement of a child by the employee.
 - 3. The serious health condition of a child, parent or spouse of the employee.
 - 4. The serious health condition of the employee which makes the employee unable to perform the duties of the employee's position.
- B. **"Child"** means a biological, adopted or foster child, a stepchild, a legal ward or child of a person in loco parentis who is either under 18 years of age or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability.
- C. **"Health Care Provider"** means a person holding a physician's and/or surgeon's certificate or an osteopathic physician's and/or surgeon's certificate who directly treats or supervises the treatment of the serious health condition, or any other person determined to be capable of providing health care services under the FMLA/CFRA.
- D. **"Parent"** means a biological, foster or adoptive parent, a stepparent or legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.
- E. **"Serious Health Condition"** means an illness, injury, impairment or physical or mental condition which involves either:
 - 1. Inpatient care in a hospital, hospice or residential health care facility; or
 - 2. Continuing treatment or supervision by a health care provider of more than three consecutive days; or

3. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in an incapacity for more than three consecutive days.
- F. **"Spouse"** means a partner in marriage as defined in Family Code Section 300. It does not include unmarried persons living together, but does include persons who are legally married who do not live together. For the purposes of this policy, spouse is further defined as a registered domestic partner as specified in California Family Code Section 297.
- G. **"Employment in the Same or Equivalent Position"** means employment in a position that has the same or equivalent duties and pay that can be performed at the same or similar geographic location as the position held prior to the leave.

7.6.3 Family and/or Medical Care Leave

Except as hereafter provided, any employee with at least 12 months of service with the Agency, who has at least 1250 hours of service during the previous 12-month period, may take up to 12 weeks of family care and medical leave during a 12-month period with a guarantee made at the time leave is granted that the employee will be able to return to the same or equivalent position.

- A. For this purpose, "12 month period" means the 12 months immediately preceding the date an employee takes family care and medical leave.
- B. Pregnancy disability leave taken by an employee will not be considered when counting the amount of leave an employee may take pursuant to this policy.
- C. While on leave under this policy, an employee will continue to be covered by the Agency's group health insurance to the same extent that coverage is provided while the employee is working.
- D. If an employee fails to return to work after the designated period of leave or when the leave entitlement has been exhausted or expires, the Agency shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave under this policy, or because of circumstances beyond the employee's control.
- E. Leave under this policy may be granted on an intermittent basis (i.e., leaves taken in separate blocks of time due to a single qualifying reason) or a reduced work schedule to accommodate an employee qualifying for leave under this policy. An employee may take leave under this policy on an intermittent basis for his/her own serious

health condition or for the serious health condition of a qualifying family member when it is shown to be medically necessary.

- F. Conditions for use of Family/Medical Care Leave:
1. Notice of Leave. If the need for leave is foreseeable, an employee must provide the Agency with reasonable advance notice. For this purpose, "reasonable advance notice" means thirty (30) days' written notice, if practicable.
 2. Scheduling Leave. If the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule it to avoid disruption of Agency operations.
 3. Medical Certification for Family Care Leave. A request for leave to care for a child, spouse or parent who has a serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a) The date on which the health condition commenced;
 - b) A statement as to whether a serious health condition of a family member exists:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).
 - ii. Failure to disclose the nature of the serious health condition may give the Agency reason to doubt the validity of the certification.
 - c) The probable duration of the condition;
 - d) An estimate of the time the employee needs to care for the individual;
 - e) A statement that the condition requires family participation to provide care during the period of treatment or supervision of the individual requiring care.
 4. Medical Certification for Employee's Own Serious Health Condition. A request for leave for an employee's own serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a) The date on which the serious health condition commenced;
 - b) A statement as to whether the employee is unable to perform the essential functions of his or her normal position:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).

- ii. Failure to disclose the nature of the serious health condition, may give the Agency reason to doubt the validity of the certification.
- c) The probable duration of the condition.
- 5. Use of Accrued Leave:
 - a) Vacation/Comp Time: An employee who takes family/medical care leave must use all of their accrued compensatory time off, if any, and then and all of their accrued vacation in excess of 80 hours.
 - b) Sick Leave: An employee who takes family/medical care leave may only use accrued sick leave as provided in the applicable under California law.

G. Limits on Family and Medical Care Leave

The Agency may refuse to allow family and medical care leave if:

- 1. The employee fails to furnish the Agency adequate medical documentation which satisfies the requirements under this policy or the FMLA or CFRA.
- 2. If both parents of a child are employed by the Agency, the Agency may limit the family care leave for the birth, adoption or foster care placement of their child to a combined total leave of twelve (12) weeks in a 12-month period.

H. Challenge to Medical Certification

- 1. When the Agency doubts the validity of a medical certification submitted by an employee, it may require the employee to obtain at Agency expense the opinion of a second health care provider designated and approved by the Agency regarding any of the information in the original certification. Such second health care provider may not be one employed by the Agency on a regular basis.
- 2. If the opinion of the second health care provider differs from the first, the Agency may require the employee to obtain at Agency expense, the opinion of a third health care provider, designated or approved jointly by the Agency and the employee, concerning the information in the original certification. The opinion of the third health care provider will be final and binding on the Agency and the employee.

I. Employee's Obligation to Periodically Report on His/Her Condition

An employee on family or medical care leave may be required to periodically report on his or her status and intent to return to work. This will avoid any delay to reinstatement when the employee is ready to return to work.

J. Status of Employee Benefits While On Leave

1. Status of Employee. An employee on family/medical care leave retains employee status, and the leave does not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. For purposes of layoff, recall, promotion, job assignment, and seniority related benefits, an employee who returns from leave will have no less seniority than the employee had when the leave commenced.
2. Health Insurance. Except as hereafter provided, during family/medical care leave, the Agency will continue to offer the employee, and pay its share of the premium for, health insurance for up to twelve (12) weeks at the same level and under the same terms and conditions as coverage was provided while the employee was actually working for the Agency; provided that, if an employee fails to return from leave for reasons other than the continuation, recurrence, or onset of the employee's own serious health condition or other circumstances beyond the employee's control, the Agency may recover the premiums paid by the Agency on behalf of the employee.
3. Other Benefits. During family/medical care leave, an employee will continue to be entitled to participate in employee health plans for any period during which coverage is not provided as required in Section 7.6.3.J.2 above, employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

K. Return from Family and/or Medical Care Leave

1. The Agency may deny reinstatement of an employee from family and medical leave to the same or equivalent position where:
 - a) The employee refuses to return on the date agreed upon; or
 - b) As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement; or
 - c) The same or equivalent position has been eliminated for legitimate business reasons unrelated to the employee's family/medical care leave, in which case the employee will have the rights accorded in the layoff provision of the applicable Agency policy.

2. Reinstatement of Key Employees: The Agency may deny reinstatement of an employee from family and/or medical care leave to the same or equivalent position where:
 - a) The employee is among the highest paid 10% of the Agency's salaried employees; and,
 - b) Reinstatement would cause the Agency serious and grievous economic harm; and,
 - c) The employee was notified at the outset of leave that reinstatement could be denied.

7.6.4 Status of Prior Policies

This policy supersedes and replaces all other policies on the same subject. The Agency reserves the right to amend this policy whenever it is appropriate to conform to state and federal laws, rules and regulations.

Section 7.7. Funeral and Bereavement Leave

7.7.1 Purpose

The Agency provides bereavement leave for its employees in the event of a death in the employee's family in order to handle family affairs and attend the funeral.

7.7.2 Conditions of Leave

A. Amount

An employee may take up to five days of sick leave (one of which shall be the date of the funeral) for the purpose of making necessary arrangements and attending the funeral.

An additional limited amount of time off to attend funeral services outside the State of California may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

Attendance at funerals requiring absences of more than five days may be charged to accrued vacation or personal leave accounts.

B. Covered Family Members

Leave shall be afforded under this policy for the death of the employee's spouse, registered domestic partner, child, parent, parents-in-law, step-parents, sibling, step-siblings, and grandparents.

C. Deceased Employees

In deference to the memory of a deceased colleague, a limited amount of time off to attend funeral services may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

Section 7.8. Jury Duty and Witness Leave

7.8.1 Purpose

The Agency encourages its employees to perform their civic duty to serve on a jury panel or as a subpoenaed witness and provides leave for such purposes as described herein.

7.8.2 Jury Duty Leave

A. Full-time and Seasonal Employees

Time off without loss of pay of up to four (4) weeks shall be granted to full-time employees called for jury duty. Such employees who are required to serve on jury duty shall be paid the difference between their regular pay and the amount of the jury fee received for such duty. For the purpose of this calculation, the jury fee does not include any mileage allowance. Should jury duty extend beyond four (4) weeks, the employee will receive unpaid leave for the duration of the jury service. The employee may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the remainder of the jury service.

B. Part-Time and Temporary Employees

Part-time and temporary employees will be granted time off without pay for jury duty service. These employees may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the jury service.

C. Notice Requirements

All employees are required to provide their supervisor with reasonable advance notice of jury duty. Employees must provide their supervisor with a copy of their jury summons prior to the commencement of jury duty leave.

D. Return to Work

All employees released from jury duty prior to the end of a scheduled work day must report back to work within one (1) hour after being released from jury duty, unless there is less than two (2) hours remaining in the employee's work day at the time of release.

7.8.3 Witness Duty

All employees will be allowed time off without pay to appear in court as a witness pursuant to a valid subpoena or other court order. The employee must provide his or her supervisor with reasonable advance notice of the witness duty. Further, the employee is required to provide his or her supervisor with a copy of the subpoena or court order requiring the employee's attendance. The employee may elect to use accrued vacation or floating holiday time to cover the time away from work. All employees who are subpoenaed by court to appear in their capacity and scope as a representative of the Agency shall be allowed time off with pay for such witness duty.

7.8.4 Overtime Exempt Employees

Overtime exempt employees who work any portion of the week in which they also serve on jury duty or as a witness will receive their full salary for that week.

Section 7.9. Military Leave

7.9.1 Purpose

The Agency provides appropriate military leaves of absence, benefits and reinstatement rights to members of the military consistent with the provisions of the California Military and Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act.

7.9.2 Leave of Absence

Any Agency employee who is a member of the United States armed forces, the National Guard, the Naval Militia or the reserve corps is entitled to an unpaid leave(s) of absence for ordered military duty including active military training, inactive duty training, encampment or exercises.

7.9.3 Employee Notice Requirements

Employees must provide advance written or verbal notice of the need for military leave unless to do so is impossible or unreasonable. Generally, an employee should present their service papers to their supervisor as soon as they receive them. Employees should use their best efforts to arrange inactive duty or annual trainings at a time that is mutually convenient to the employee and the Agency.

7.9.4 Pay and Benefits While On Leave

A. Pay

Where the employee has been employed by the Agency for at least one year prior to the start of the leave, the first 30 calendar days of military leave will be paid. No minimum length of service is required to receive 60 calendar days of pay for a member of the National Guard who is called to active duty during a declared emergency. Paid military leave shall not exceed 30 calendar days in any fiscal year.

After the first 30 calendar days, military leave will be unpaid. Any employee may, at his or her option, elect to use accrued vacation or floating holiday time to cover periods of unpaid military leave.

B. Health Care Coverage

For leaves with duration of 30 days or less, the Agency will continue the employee's health care coverage on the same terms as if the employee was working.

For leaves longer than 30 days, the employee may be eligible to continue health care coverage for self and dependents at the employee's own expense for up to 24 months. Employees returning from leave longer than 30 days will be restored to health care coverage upon their return to work without a waiting period.

C. Seniority

Any employee who takes military leave retains his or her original seniority date and all other seniority-based benefits as if continuously employed.

Employees on military leaves will not accrue any vacation or sick leave during periods of unpaid military leave.

Time spent on military leave will be counted as time worked for purposes of determining eligibility for family and medical leave.

7.9.5 Reinstatement

The Agency will adhere to the applicable federal or state law that is most beneficial to the employee in determining reinstatement rights.

Generally, employees must provide timely notice of their intent to return to work after military service. An employee returning from military leave will be reinstated to employment in the position he or she would have held had there been no interruption for military service, if qualified. If reasonable efforts to so qualify the employee fail, he or she will be returned to the position held at the beginning of the leave, if qualified.

Reinstatement may be denied if the employee receives a dishonorable or other disqualifying discharge, fails to timely request reemployment, or the Agency's circumstances have so changed to make reemployment impossible or unreasonable.

Section 7.10. Leaves of Absence without Pay—Accrual of Vacation and Sick Leave

An employee taking leave without pay shall earn vacation leave and sick leave during the week in which the leave of absence occurs according to the following weekly schedule. Such vacation leave and sick leave shall be calculated to the nearest tenths as shown in the chart below:

HOURS OF LWOP	PERCENTAGE OF ACCRUAL
2 – 3.9	90
4 – 7.9	80
8 – 11.9	70
12 – 15.9	60
16 – 19.9	50
20 – 23.9	40
24 – 27.9	30
28 – 31.9	20
32 – 35.9	10
36 – 40.0	0

Section 7.11. Outside Employment

The Agency forbids employees on a leave of absence, other than military leave, from holding outside employment during such leave. Employees who violate this

policy will forfeit any leave of absence and will be deemed to have voluntarily terminated their employment and separated from the Agency.

CHAPTER 8 BENEFITS

Section 8.1. Insurance

8.1.1 Purpose

The Agency will provide all eligible employees and their dependents access to group health insurance programs including medical, dental and vision and life insurance.

8.1.2 Terms of Coverage

The amount and type of coverage, as well as the percentage of Agency contribution, is subject to change from time to time depending on changes in applicable premiums.

Information describing coverage is available from the Agency Human Resourced department upon request. If there is a conflict between the language used here and the language contained in the group plan documents, the plan documents will prevail.

8.1.3 Eligibility

Full-time and part-time permanent employees are eligible for medical, dental, vision and life insurance coverages. The effective date for these coverage's is the first of any month following thirty (30) days of continuous service, except for medical which is effective the first of the month following the employee's hire date. Employees returning from layoff shall have full benefits made available to them on the first of the month following their return to work, without waiting the otherwise mandatory "waiting period."

8.1.4 Medical, Dental and Vision Coverage

A. Payment of Premiums

Presently the Agency pays 96% of the premium for Medical and 100% of the premium Dental for eligible full-time permanent employees during periods of regular pay status (including paid time off and paid leave). The agency pays 100% of benefits for full-time permanent employees with no dependents. The Vision premium is paid for by the Employee. The Agency does not pay insurance premiums for employees on an unpaid leave of absence or whose hours fall below the required minimum for eligibility of at least fifty (50) paid hours per pay period, unless specifically provided in another Agency policy such as the family and medical leave policy. Employees can elect to waive coverage providing that they can show they are covered by health insurance elsewhere.

The monthly premiums for permanent part-time employees shall be paid on a pro-rata basis proportional to full-time employment.

B. Long Term Disability

As used herein, "long-term disability" means the status reached when an eligible employee has, during any consecutive 12 month period, been unable to work or

perform the duties for which employed for 90 calendar days during that period, because of his or her own ill health or physical or mental disability.

Upon entering long-term disability status, an employee may petition the Board of Directors for use of accrued vacation or sick leave sufficient to pay premiums as set by the Agency for continuation of health, dental and vision coverage. Granting or denial of such petition shall be at the sole discretion of the Board based on their evaluation of the circumstances in each case. A granting in one case shall not be construed to have set a precedent when reviewing other cases.

C. Continuation of Health Benefits - COBRA

As stated above, the Agency's health care plans are maintained for employees in regular pay status and their covered dependents. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and a related state law allow employees and their dependents to continue health care coverage at their own expense for up to 36 months if they lose coverage due to termination or other qualifying events.

D. Temporary Employees

Temporary employees are eligible for group health benefits for themselves and their dependents at their own expense provided the temporary employee qualifies as provided above and provided further, the employee pays the monthly premium for the group health care coverage a minimum of 10 days in advance of the first of each month.

8.1.5 Life Insurance Coverage

The Agency provides life insurance coverage for eligible employees in accordance with carrier requirements and at benefit levels determined through negotiations with the applicable employee representative. Presently the Agency pays 100% of the premium for this insurance.

Section 8.2. Retirement

8.2.1 Purpose

The Agency provides retirement benefits to fulltime and part-time, permanent employees through its plan with CalPERS. The terms of the plan shall govern retirement benefits.

8.2.2 Plan Overview

CalPERS provides a defined benefit plan. Benefits are based on the employee's age, years of credited service and final compensation at retirement. Employees become fully vested with 5 years of service. For employees hired prior to May 21, 2011 the minimum retirement age is 55 with a benefit formula of 2.5% at 55 (Tier 1); for employees hired between May 21, 2011 and December 31, 2012 the minimum retirement age is 60 with a benefit formula of 2.0% at 60 (Tier 2); and for employees hired on or after January 1, 2013 the minimum retirement age is 62 with a benefit formula of 2% at 62 (PEPRA New Members).

8.2.3 Contributions

The Agency pays the employer's contribution share at the current rate (2019) of 10.022% for Tier 1 members, 7.634% for Tier 2 members and 6.842% for PEPRA members of reportable earnings. The Employee pays the employee's contribution share at the current rate of 8% for Tier 1 members, 7% for Tier 2 members and 6.25% for PEPRA members of reportable earnings.

Section 8.3. Education, Membership and Professional Affiliation Fees

8.3.1 Purpose

The Agency will reimburse tuition, membership, and professional affiliation fees to eligible employees.

8.3.2 Eligibility

- Must be a regular, full-time employee.
- Must have at least one-year full-time employment.
- Must meet the performance expectations of his or her current position.
- Must not have any formal disciplinary actions with NVTa within the previous 18 months. Formal disciplinary actions include written warnings, demotions, or suspension.
- Must have an individual development plan in place, reviewed and agreed to by the supervisors with recognition that the educational investment is part of the employee's development for the current job or for a job to which he or she would realistically move to within NVTa in the future.
- Undergraduate level and graduate level degree course work, (both credit and non-credit courses such as continuing education & off-site training) are eligible for reimbursement, provided the employee's management agrees that the intended studies relate to the individual's current or potential future job at NVTa. This alignment should be reflected within the employee's individual development plan as noted in their performance evaluation.
- Must have clear alignment between the employee's educational ambitions, the agency's needs, the employee's performance management agreement and individual development plan.
- Must apply for and be pre-approved before enrolling in courses or any other type of formal education such as professional certifications. It is advisable for application to be made a 60-90 days in advance of the course/program to allow time to consider approval and budgeting, as appropriate.

8.3.3 Education Fees

Tuition for authorized Agency continuing education or a college degree are eligible for reimbursement. Education must be relevant to enhancing job knowledge or job related skills, or for the purpose of qualifying for advancement within the Agency as described in the employee's development plan. Employees are required to prepare a written request outlining the objectives for obtaining the education, expected timeframe, coursework and cost estimates, including tuition and books. The written request is to be submitted to the Executive Director for consideration and discretionary approval prior to enrolling in coursework, provided the employee intends to seek Agency reimbursement. Depending on the cost or relevancy of

the proposed education, the Executive Director may agree to reimburse all or a portion of the estimated cost. Actual reimbursements are eligible only after the successful completion of each quarter or semester as evidenced by supporting documentation from the college or university. Expenses for travel, lodging, meals or mileage related to education are not eligible for reimbursement.

Employees who accept tuition reimbursement, commit to regular full-time time service of two (2) years for an under-graduate degree or three (3) years for a graduate degree, following the successful completion of the coursework. In the event that an employee voluntarily terminates their employment with NVTa or is terminated for cause at any time during the course of employment, the employee agrees to repay NVTa the entire amount of tuition, associated fees, and taxes, if any, that have been paid for all courses. Repayment will not be required if the termination of their employment is due to death, long-term disability, layoff or involuntary termination for any reason other than cause.

If an employee does not repay any amounts due as indicated above on or before their last day of employment, any such amounts will be deducted from the employee's final paycheck or from other amounts payable to the employee upon or following termination of employment, and will authorize such deduction. Employees will also acknowledge that any balance still owed to NVTa after the deductions referenced above must be repaid to NVTa.

Employees shall be allowed sufficient leave with pay to meet the minimum education coursework requirement. The allowed leave shall be subject to the convenience of the Agency and the approval of the Executive Director.

8.3.4 Membership and Professional Affiliations Fees

Employees are encouraged to be members and active participants in job related professional affiliations. Memberships in professional organizations, and certifications or licenses related to transportation, engineering, financial management, accounting or other governmental affiliations are eligible for reimbursement as approved by the Executive Director. A maximum of two (2) memberships per employee totaling no more the \$500 per year is available for memberships to be reimbursed to the employee or paid directly by the Agency. The Executive Director may authorize an amount greater than this limit on a case by case basis when it is in the best interest of the Agency.

NVTa reserved the right to amend these Personnel Policies and Procedures at any time.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

The NVTA Public Transit Agency Safety Plan

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 20-15 adopting NVTA's Public Transit Agency Safety Plan (PTASP).

EXECUTIVE SUMMARY

On July 19, 2018 the Federal Transit Authority (FTA) published the PTASP Final Rule, which requires operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula grant program to develop safety plans that include processes and procedures to implement Safety Management Systems (SMS). NVTA must adopt a PTASP by December 2020.

FISCAL IMPACT

None



July 15, 2020
NVTA Agenda Item 9.3

Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Director - Capital Development and Planning
(707) 259-5968 / Email: dshcmitz@nvta.ca.gov
SUBJECT: Approval of Resolution No. 20-15 Adopting Napa Valley Transportation Authority's Public Transit Agency Safety Plan (PTASP)

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No, 20-15 (Attachment 1) adopting the NVTA Public Transit Agency Safety Plan (PTASP).

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Public Transit Agency Safety Plan (PTASP) is a requirement for all public transit service providers that receive Federal Transit Administration (FTA) §5307 Urbanized Area Formula funds. Affected transit properties must certify it meets PTASP requirements by December 31, 2020.

The draft plan follows Caltrans FTA approved template and is based on the four (4) principles or pillars of the Safety Management Systems (SMS). SMS is defined as the formal, top-down, organization-wide, data-driven approach to managing safety risk and assuring the effectiveness of safety mitigations. It includes systematic policies, procedures, and practices for the management of safety risk. The four principles or pillars of SMS are: (1) Safety Management Policy; (2) Safety Risk Management; (3) Safety Assurance, and (4) Safety Promotion.

The Safety Performance Targets for NVTA for the year 2020 are expected to stay within 1% +/- of previous three years data pertaining to fatalities, injuries, safety events, and

system reliability. NVTa is required to communicate performance data to Caltrans and MTC on an annual basis.

Table 1, NVTa Safety Goals

Mode of Transit	Fatalities	Injuries	Safety Events	System Reliability*
Fixed Route Integer Target	0	0	1	56,166
Fixed Route Target per Vehicle Revenue Mile	0	0	0.1/100,000	1.8/100,000
Demand Response Integer Target	0	0	1	32,994
Demand Response Target per Vehicle Revenue Mile	0	0	0.2/100,000	3.0/100,000

*Miles between breakdowns, breakdowns per 100,000 miles (NTD mechanical failures reported)

NVTa Goals are based on NTD data reported in 2018 and 2019. This plan will be updated by NVTa's Chief Safety Officer (Manager of Public Transit) every December.

ALTERNATIVES

The Board could decide not to adopt the PTASP, which would render the agency out of compliance with FTA requirements and compromise future FTA §5307 funds.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 2: Improve system safety in order to support all modes and serve all users. The adoption of the PTASP establishes safety metrics and targets to compare baseline data with ongoing performance. This will aid in correcting safety issues and improve overall safety performance

ATTACHMENT

(1) Resolution No. 20-15

RESOLUTION No. 20-15

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
CERTIFYING THE PUBLIC TRANSIT AGENCY SAFETY PLAN (PTASP)**

WHEREAS, the Napa Valley Transportation Authority (NVTA) is a public transit operator and recipient of the Urbanized Area Formula Program (49 U.S.C. 5307);

WHEREAS, The Federal Transit Administration (FTA) published a Final Rule on the Public Transportation Agency Safety Plan (PTASP) that requires operators receiving FTA §5307 Urbanized Area Formula funds develop a safety plan that includes process and procedures to implement Safety Management Systems;

WHEREAS, NVTA has opted to use the California Department of Transportation's (Caltrans) safety plan template; and

WHEREAS, Caltrans developed the contents of NVTA's plan to meet the requirements specific in 49 CFR Part 673 and comply with Part 673.11 (d) regarding Caltrans' responsibility to develop an PTASP for any public transportation provider receiving FTA Small Urbanized Area funds located in California therefore,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopt Exhibit A to this Resolution as NVTA's Public Transit Agency Safety Plan to meet FTA requirements;

BE IT FURTHER RESOLVED that the NVTA Chief Safety Officer will review and update the Plan's goals annually.

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 July 15, 2020, by the following vote:

Alfredo Pedroza NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel

EXHIBIT "A"



Napa Valley Transportation Authority (NVRTA)
625 Burnell Street
Napa, CA 94559

Agency Safety Plan

May 20, 2020

KATE MILLER, Executive Director

Date

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Definitions

Accident means an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; an evacuation for life safety reasons.

Accountable Executive means the single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of the Agency; responsibility for carrying out the Agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the Agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. § 5329(d), and the Agency's Transit Asset Management Plan in accordance with 49 U.S.C. § 5326.

Agency or Transit Agency means Napa Valley Transportation Authority.

Board of Directors means governing body of the Napa Valley Transportation Authority.

Caltrans means the California Department of Transportation

Chief Safety Officer means the adequately trained individual who has responsibility for safety and reports directly to the Transit Agency's chief executive officer.

CFR means Code of Federal Regulations.

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death, damage to or loss of the facilities, equipment, rolling stock, or infrastructure of the system, or damage to the environment.

Incident means an Event that involves any of the following: a personal injury that is not a serious injury, one or more injuries requiring medical transport, or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of the Transit Agency.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of the Transit Agency.

Part 673 means 49 CFR (Code of Federal Regulations) Part 673.

Performance Measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within the Transit Agency's Safety Management Systems that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the Transit Agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means the Transit Agency's documented commitment to safety, which defines the Transit Agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management Systems (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a Transit Agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target (SPT) means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the Transit Agency's public transportation system.

Safety Risk Assessment (SRA) means the formal activity whereby the Transit Agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM) means a process within the Transit Agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which: (1) requires hospitalization for more than 48 hours, commencing within seven days from the date the injury was received, (2) results in a fracture of any bone (except simple fractures of fingers, toes, or noses), (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ, or (5) involves second or third-degree burns, or any burns affecting more than five percent of the body surface.

State of Good Repair (SGR) means the condition in which a capital asset is able to operate at a full level of performance.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

U.S.C. means United States Code.

Section 1 Transit Agency Information

The Napa Valley Transportation Authority (“NVTA”) is a joint powers agency formed by the Joint Exercise Powers Act (Government Code section 6500 et seq.), which serves as the countywide transportation planning agency for the incorporated and unincorporated areas within the County of Napa and is responsible for programming State and Federal funding including highways, streets, and roads, public transit and paratransit, bicycle and pedestrian improvement projects. NVTA operates fixed route and demand response public transportation services in the County of Napa, California, to include fixed route regional services extending into its neighboring counties of Solano and Contra Costa County, California. NVTA does purchase transit operations services from Transdev, Inc.. NVTA is a subrecipient of Federal Transit Administration (FTA) Section 5307, 5310, 5311 and 5311f funds. NVTA does not provide transportation services on behalf of another entity.

Subsection 1.1 Accountable Executive

NVTA’s Accountable Executive is the Executive Director. The Executive Director is the single, identifiable person who has ultimate responsibility for carrying out this Agency Safety Plan and the NVTA’s Transit Asset Management (TAM) Plan, and control or direction over the human and capital resources needed to develop and maintain both this Plan and the TAM Plan.

The Executive Director is accountable for ensuring that the Agency’s Safety Management Systems (SMS) is effectively implemented throughout the Agency’s public transportation system. The Executive Director is accountable for ensuring action is taken, as necessary, to address substandard performance in the Agency’s SMS. The Executive Director may delegate specific responsibilities, but the ultimate accountability for the Transit Agency’s safety performance cannot be delegated and always rests with the Executive Director.

Subsection 1.2 Chief Safety Officer

The Executive Director designates the Program Manager for Public Transit as NVTA’s Chief Safety Officer who has the authority and responsibility for day-to-day implementation and operation of the Agency’s SMS. The Chief Safety Officer holds a direct line of reporting to the Accountable Executive, as shown in the organization chart in the Attachment A, and has a strong working relationship with the operations and asset management functions at NVTA.

Section 2 Plan Development, Approval, and Updates

Caltrans developed the contents of this NVTA plan to meet requirements specified in 49 CFR Part 673 and comply with Part 673.11(d) regarding Caltrans’ responsibility to develop an ASP for any small public transportation provider that is located in California. This Plan is based on the four (4) principles or pillars of the Safety Management Systems (SMS). SMS is defined as the formal, top-down, organization-wide, data-driven approach to managing safety risk and assuring the effectiveness of safety mitigations. It includes systematic

policies, procedures, and practices for the management of safety risk. The four principles or pillars of SMS are: (1) Safety Management Policy; (2) Safety Risk Management; (3) Safety Assurance; and (4) Safety Promotion.

Subsection 2.1 Drafting the Plan

Caltrans drafted this Plan, thus meeting the requirements of 49 CFR Part 673.11(d). FTA will oversee compliance with the requirements of Part 673 through the existing Triennial Review process.

Should NVTa no longer meet the definition of a small public transportation provider or choose to opt-out of the Caltrans Agency Safety Plan, within one (1) year from the date of notifying the State of either development NVTa will draft and certify its own Agency Safety Plan. If the NVTa operates more than 100 vehicles NVTa must fulfill requirements of systems operating more than 100 vehicles.

Subsection 2.2 Signature by the Accountable Executive and Approval by the Board

Pursuant to 49 CFR Part 673.11 (a)(1), this Agency Safety Plan and subsequent updates must be signed by the Accountable Executive and approved by NVTa's Board. Documentation of Board approval is found in Attachment B.

Subsection 2.3 Certification of Compliance

Pursuant to 49 CFR Parts 673.13(a) and 673.13(b), Caltrans certifies that it has established this Agency Safety Plan, meeting the requirements of 49 CFR Part 673 by July 20, 2020 and will certify its compliance with 49 CFR Part 673.

After Caltrans initial certification, and on an annual basis NVTa must update this Agency Safety Plan by July 20 in perpetuity. All Agency Safety Plan updates shall be signed by the Accountable Executive and approved by NVTa's Board.

FTA does not require this plan to be submitted to FTA. Instead, Caltrans will certify that it has established this Safety Plan, which fulfills the requirements under Part 673. FTA annually amends and issues the list of Certifications and Assurances. Caltrans will review such guidance for incorporation into the safety program as necessary.

Subsection 2.4 Plan Review and Updates

NVTa updates this Safety Plan when information, processes or activities change within the Agency and/or when Part 673 undergoes significant changes, or annually, whichever comes sooner. As NVTa collects data through its Safety Risk Management and Safety Assurance processes, shared with Caltrans and the local Metropolitan Planning Organization (MPO) as described in subsection 3.1 below, the MPO and Caltrans will evaluate NVTa's safety performance targets (SPTs) to determine whether they need to be changed, as well.

This Plan will be jointly reviewed and updated by the Chief Safety Officer and Safety Training Officer, with the assistance of subject matter experts, each December. The Accountable Executive will approve any changes, then forward on to the Board of Directors for approval.

This Plan may need to be reviewed and updated more frequently based on the following:

- We determine our approach to mitigating safety deficiencies is ineffective;
- We make significant changes to service delivery;
- We introduce new processes or procedures that may impact safety;
- We change or re-prioritize resources available to support SMS;
- We significantly change our organizational structure.

Section 3 Safety Performance Targets (SPTs)

Subsection 3.1 Target Development

Caltrans includes SPTs in this Safety Plan. These targets are specific numerical targets set by Caltrans and based on the safety Performance Measures established by FTA in the National Public Transportation Safety Plan. In the most recent version, the 2017 NSP3, FTA adopted four initial safety Performance Measures: (1) Fatalities, (2) Injuries, (3) Safety Events, and (4) System Reliability.

Caltrans developed safety performance targets that it will review and update annually. The specific safety performance targets are based on the safety performance measures established under the National Public Transportation Safety Plan and the safety performance goals set by Caltrans based on the past three (3) Calendar years of data. The Safety Performance Targets for NVTa for the year 2020 is expected to stay within 1% +/- of previous three years data pertaining to fatalities, injuries, safety events, and system reliability.

FTA requires Caltrans to coordinate with FTA Region 9 and the Metropolitan Transportation Commission ("MTC") to the maximum extent practicable. Pursuant to 49 CFR Part 673.15(a), Caltrans will make safety performance targets available to MTC to aid in the planning process upon certification of this plan. Additionally, NVTa will transmit performance data against the safety performance targets to Caltrans and MTC on an annual basis.

Caltrans will conduct coordination meetings with the MTC in the selection of State and MPO safety performance targets.

Mode of Transit Service	Fatalities	Injuries	Safety Events	System Reliability *
Fixed Route Integer Target	0	0	1	56,166
Fixed Route Target per Vehicle Revenue Mile	0	0	0.1/100,000	1.8/100,000
Demand Response Integer Target	0	0	1	32,994
Demand Response Target per Vehicle Revenue Mile	0	0	0.2/100,000	3.0/100,000

- *Miles between breakdowns; breakdowns per 100,000 miles (NTD mechanical failures reported)
- Goals based on NTD data reported in 2018 and 2019

Section 4 Overview of the Agency's Safety Management Systems (SMS)

SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. NVTA's SMS focuses on applying resources to risk and is based on ensuring that the NVTA has the organizational infrastructure to support decision-making at all levels regarding the assignment of resources. Some key parts of NVTA's SMS include:

- Defined roles and responsibilities;
- Strong executive safety leadership;
- Formal safety accountabilities and communication;
- Effective policies and procedures; and
- Active employee involvement

Furthermore, NVTA's SMS have four distinct components, which are discussed in subsequent sections to this Safety Plan:

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

Section 5 Safety Management Policy

The first component of the NVTA's SMS is the Safety Management Policy, which is the foundation of the NVTA's safety management system. It clearly states the organization's safety objectives and sets forth the policies, procedures, and organizational structures necessary to accomplish the safety objectives. The Safety Management Policy clearly defines management and employee responsibilities for safety throughout the organization. It also ensures that management is actively engaged in the oversight of the system's safety performance by requiring regular review of the Safety Management Policy, budget and program by the designated Accountable Executive.

Subsection 5.1 Safety Management Policy Statement

Safety is a core value at NVTA, and managing safety is a core business function. NVTA will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. NVTA's overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations.

NVTA will:

- Clearly, and continuously explain to all staff that everyone working within NVTA must take part and be responsible and accountable for the development and operation of the Safety Management System (SMS).
- Work continuously to minimize safety risks. Work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards for passengers and employees.
- Work to ensure that all employees are provided appropriate safety information and training, are competent in safety matters, and assigned tasks commensurate with duties and skills.
- Reaffirm that responsibility for making our operations safer for everyone lies with all employees – from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure that all reasonable steps are taken to perform activities established through the SMS.

Caltrans established safety performance targets to help measure the overall effectiveness of our processes and ensure we meet our safety objectives. NVTA will keep employees informed about safety performance goals and objectives to ensure continuous safety improvement.

Subsection 5.2 Safety Management Policy Communication

The Safety Management Policy is communicated throughout the Agency, to all employees, managers, and executives, as well as contractors, and to the Board of Directors.

This is accomplished through various processes such as:

- Workshops/training sessions - Conducted for Senior Management, Directors, Managers, Supervisors. Once this Plan or any update to this Plan has been signed by the CEO/General Manager approved by the Board of Directors and certified by Caltrans it will become standard practice in perpetuity so that SMS becomes standard business practice. All Union representatives will be kept informed.
- New Hire Safety Orientation – All new employees regardless of their classifications will be trained about their roles and responsibilities pertaining to PTASP and the principles of SMS.
- Safety bulletins, email safety newsletter blasts to staff, toolbox/tailgate safety meetings and/or safety committee meetings

Subsection 5.3 Employee Safety Reporting Program

NVTA implemented a process that allows employees [and contracted employees] to report safety conditions to senior management, protections for employees who report safety conditions to senior management. The purpose, description and protections for

employees to report unsafe conditions and hazards are described in the Employee Safety Reporting Program as below:

Purpose.

a) To establish a system for NVTa employees to identify unsafe conditions or hazards at work and report them to their department management without fear of reprisal. However, disciplinary action could result if the condition reported reveals the employee willfully participated in or conducted an illegal act, gross negligence or deliberate or willful disregard of regulations or procedures, including reporting to work under the influence of controlled substances, physical assault of a coworker or passenger, theft of agency property, unreported safety events, unreported collisions, and unreported passenger injuries or fatalities.

b) To provide guidelines for facilitating the timely correction of unsafe conditions or hazards by NVTa management.

Description.

a) This program provides a method for NVTa management to identify, evaluate, and correct or avoid unsafe conditions or hazards, procedural deficiencies, design inadequacies, equipment failures, or near misses that adversely affect the safety of employees.

Examples of voluntary safety reports include:

- Safety hazards in the operating environment (for example, county or city road conditions),
- Policies and procedures that are not working as intended (for example, insufficient time to complete pre-trip inspection),
- Events that senior managers might not otherwise know about (for example, near misses), and
- Information about why a safety event occurred (for example, radio communication challenges).

b) The program also involves recommending corrective actions and resolutions of identified unsafe conditions or hazards and/or near miss.

c) All employees have the obligation to report immediately any unsafe conditions or hazards and near miss to their immediate supervisor /department manager and may do so without fear of reprisal.

d) Unsafe conditions or hazards may also be identified as a result of occupational injury or illness investigations and/or by accident investigation.

e) Other means by which hazards may be identified are inspections/audits or observations made by the supervisors/management staff as referenced in agency's Safety Inspection Program.

f) Findings will be published immediately following mitigation actions. If employee identification is available, direct feedback regarding mitigation will be provided.

Subsection 5.4 SMS Authorities, Accountabilities, and Responsibilities

This Plan has assigned specific SMS authorities, accountabilities, and responsibilities to the designated Accountable Executive; Chief Safety Officer; Agency's Leadership/Executive Management; and Key Staff/Employees as described below:

Subsection 5.4.1 Accountable Executive

NVTA's Accountable Executive is the Executive Director. The Executive Director is accountable for ensuring that the Agency's SMS is effectively implemented throughout the Agency's public transportation system. The Executive Director is accountable for ensuring action is taken, as necessary, to address substandard performance in the Agency's SMS. The Executive Director may delegate specific responsibilities, but the ultimate accountability for the NVTA's safety performance cannot be delegated and always rests with the Executive Director. The Executive Director is accountable for ensuring that the Agency's SMS is effectively implemented, and that action is taken, as necessary, to address substandard performance in the Agency's SMS. The Accountable Executive may delegate specific responsibilities, but not accountability for NVTA's safety performance.

The Executive Director's roles include, but are not limited to:

- Decision-making about resources (e.g. people and funds) to support asset management, SMS activities, and capital investments;
- Signing SMS implementation planning documents;
- Endorsing SMS implementation team membership; and
- Ensuring safety concerns are considered and addressed in the agency's ongoing budget planning process.
- Ensuring transparency in safety priorities: for the Board of Directors and for the employees.
- Establishing guidance on the level of safety risk acceptable to the agency.
- Assuring safety policy is appropriately communicated throughout the agency.
- Other duties as assigned/necessary.

Subsection 5.4.2 Chief Safety Officer

The Chief Safety Officer has the authority and responsibility for day-to-day implementation and operation of the NVTA's SMS.

Chief Safety Officer's Roles include:

- Decision-making about resources (e.g., people and funds) to support asset management, SMS activities, and capital investments;

- Overseeing the safety risk management program by facilitating hazard identification, safety risk assessment, and the development and implementation of safety risk mitigations.
- Monitoring safety risk mitigation activities;
- Providing periodic reports on safety performance;
- Briefing the Accountable Executive and Board of Directors on SMS implementation progress;
- Planning safety management training; and
- Developing and organizing annual audits/reviews of SMS processes and the Agency Safety Plan to ensure compliance with 49 CFR Part 673 requirements.
- Maintaining safety documentation.
- Other duties as assigned/necessary.

Subsection 5.4.3 Agency Leadership and Executive Management

The Executive Director, Director of Capital Development and Planning, and Program Manager of Transit comprise of the Agency Leadership/Executive Management. Some of their responsibilities include:

- Day-to-day implementation of the Agency's SMS throughout their department and the organization.
- Communicating safety accountability and responsibility from the frontline employees to the top of the organization.
- Ensuring employees are following their working rules and procedures, safety rules and regulations in performing their jobs, and their specific roles and responsibilities in the implementation of this Agency Safety Plan and the Agency's SMS.
- Ensuring that employees comply with the safety reporting program and are reporting unsafe conditions and hazards to their department management; and making sure reported unsafe conditions and hazards are addressed in a timely manner.
- Ensuring that resources are sufficient to carry out employee training/certification and re-training as required by their job classifications.

Agency Leadership and Executive Management Organization Chart provided under Attachment C.

Subsection 5.4.4 Key Staff

The agency Key Staff/Employees may include managers, supervisors, specialists, analysts, database administrators, and other key employees who are performing highly technical work and overseeing employees performing critical tasks and providing support in the implementation of this Agency Safety Plan and SMS principles in various departments throughout the agency.

NVTA's Key Staff/Employees responsibilities include:

- Ensuring that employees are complying with the safety reporting program.

- Ensuring supervisors are conducting their toolbox safety meetings
- Promoting safety in employee's respective area of responsibilities – That means: zero accidents; absence of any safety concerns; perfect employee performance; and compliance with agency rules and procedures and regulatory requirements.
- Ensuring safety of passengers, employees, and the public.
- Responding to customer complaints and expectations for frequency, reliability, and convenience of service.
- Replacing and maintaining aging facilities, equipment, and infrastructure.
- Meeting increasing demands for fixed route, commuter service and paratransit service.
- Developing and maintaining programs to gather pertinent data elements to develop safety performance reports and conduct useful statistical analyses to identify trends and system performance targets.
- Establishing clear lines of safety communication and holding accountability for safety performance.
- Assisting as subject matter experts in safety risk assessment and safety risk mitigation processes.

Key Staff Organization Chart provided under Attachment C.

Section 6 Safety Risk Management (SRM)

The second component of the NVTa's SMS is Safety Risk Management, which includes processes and procedures to provide an understanding of the Agency's operations and vehicle maintenance to allow individuals to identify hazards associated with those activities.

NVTa has implemented a Safety Risk Management process for all elements of its transportation system. The Safety Risk Management process includes the following activities: safety hazard identification, safety risk assessment, and safety risk mitigation.

Subsection 6.1 Safety Hazard Identification

Hazard identification is the first step in the Safety Risk Management process and a key component. It involves these fundamental safety-related activities: Identifying safety hazards and their consequences; assessing the risks associated with the consequences of the hazards; and developing mitigations to reduce the potential consequences of the identified hazards.

The following is NVTa's methods and processes to identify hazards. The Agency considers, as a source for hazard identification, data and information provided by an oversight authority and the FTA. Hazards are identified through a variety of sources, including:

- Employee safety reporting,
- Review of vehicle camera footage,

- Review of monthly performance data and safety performance targets,
- Observations from supervisors,
- Maintenance reports,
- Comments from customers, passengers, and third parties,
- Safety committee, driver and all-staff meetings,
- Results of audits and inspections of vehicles and facilities,
- Results of training assessments
- Investigations into safety events, incidents and occurrences, and
- Information from FTA and oversight authorities.

When a hazard has been identified, whatever the source, it is reported to the NVTa Chief Safety Officer, who enters it into the Hazard Log. The Chief Safety Officer also may enter hazards into this log based on reviews of operations and maintenance activities and procedures.

The Chief Safety Officer will investigate hazards to collect information and determine if hazards need to be entered into the safety risk assessment process. In following up on identified hazards, the Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard,
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary,
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard,
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.),
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard,
- Review any past reported hazards of a similar nature, and
- Evaluate tasks and/or processes associated with the reported hazard.

Any identified hazard that poses an immediate risk to transit operations, the health and safety of employees or the public, or equipment must immediately be brought to the attention of the Accountable Executive and placed through the Safety Risk Management process for safety risk assessment and mitigation. Otherwise, hazards will be prioritized for further Safety Risk Management activity.

Subsection 6.2 Safety Risk Assessment

Safety risk assessment defines the level or degree of the safety risk by assessing the likelihood and severity of the consequences of hazards and prioritizes hazards based on the safety risk. The Chief Safety Officer, with assistance from key staff subject matter experts, is responsible for assessing identified hazards and ratings using the safety risk

matrix below. Prioritizing safety risk provides the Accountable Executive with the information needed to make decisions about resource application.

The following matrix, adopted from the TSI Participation Guide – SMS Principles for Transit, facilitates the ranking of hazards based on their probability of occurrence and severity of their outcome.

Probability Levels			
Description	Level	Specific Individual Item	Fleet Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

The measuring goes from A to F with A being frequent or likely to occur frequently and E being improbable or expected that this event will most likely never occur. The designation F is used when potential hazards are identified and later eliminated.

Severity Levels		
Description	Level	Mishap Result Criteria
Catastrophic	1	Could Result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M
Marginal	3	Could result in one or more of the following: injuries or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100k but less than \$1M
Negligible	4	Could result in one or more of the following: injuries or occupational illness not resulting in lost work day, minimum environmental impact. Or monetary loss less than \$100k.

The Safety Risk Severity Table presents a typical safety risk. It includes four categories to denote the level of severity of the occurrence of a consequence, the meaning of each category, and the assignment of a value to each category using numbers. In this table, 1

is considered catastrophic meaning possible deaths and equipment destroyed and 4 is considered negligible or of little consequence with two levels in between.

Safety Risk Probability and Safety Risk Severity are combined into the Safety Risk Index Ranking to help prioritize safety risks according to the table below.

Safety Risk Assessment Matrix				
Severity → Probability ↓	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
A-Frequent	1A	2A	3A	4A
B- Probable	1B	2B	3B	4B
C-Occasional	1C	2C	3C	4C
D- Remote	1D	2D	3D	4D
E- Improbable	1E	2E	3E	4E
F- Eliminated				
Safety Risk Index Ranking				
1A, 1B, 1C, 2A, 2B	High	Unacceptable		
1D, 2C, 3A, 3B	Serious	Undesirable - With management decision required		
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B,	Medium	Acceptable - with review by management		
4C, 4D, 4E	Low	Acceptable - without review		

The Chief Safety Officer documents recommendations regarding hazard rating and mitigation options and reports this information to the Accountable Executive.

Subsection 6.3 Safety Risk Mitigation

The Chief Safety Officer, assisted by Key Staff subject matter experts, reviews current safety risk mitigations and establish procedures to 1) eliminate; 2) mitigate; 3) accept specific risks. Prioritization of safety remediation measures is based on risk analysis and a course of action acceptable to NVTa management.

The safety risk must be mitigated if ranked as Unacceptable (High-Red). Those safety risks that have been mitigated, even those mitigated risks shown as Acceptable status (Low -Green) undergo regular and consistent monitoring to ensure the mitigation strategy is effective.

Key strategies to minimize the types of risks that potentially exist include:

- Development and deployment of policies and procedures that address known hazards and risks,
- Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen risks,
- Training of drivers and other agency staff on all safety policies and procedures,
- Training of drivers and other agency staff on methodologies for handling emergencies, and

- Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol.

Safety risk mitigations are tracked and updated in the Hazard Log by the Chief Safety Officer.

Section 7 Safety Assurance

The third component of the Agency's SMS is Safety Assurance, which ensures the performance and effectiveness of safety risk controls established under safety risk management. Safety assurance also helps ensure that the organization meets or exceeds its safety objectives through the collection, analysis, and assessment of data regarding the organization's performance. Safety assurance includes inspection activities to support oversight and performance monitoring.

The NVTa monitors its operations and maintenance protocols and procedures, and any safety risk mitigations to ensure that it is implementing them as planned. Furthermore, the Agency investigates safety events (as defined in County of Napa) and any reports of non-compliance with applicable regulations, standards, and legal authority. Finally, the Agency continually monitors information reported to it through any internal safety reporting programs, including the employee safety reporting program.

Some of the key elements of NVTa's Safety Performance Monitoring and Measurement are shown below in subsection 7.1:

Subsection 7.1 Safety Performance Monitoring and Measurement

As part of the Safety Assurance Process, NVTa:

- Monitors the system for compliance with, and sufficiency of, the Agency's procedures for operations and maintenance through:
 - Safety audits,
 - Informal inspections,
 - Regular review of on-board camera footage to assess drivers and specific incidents,
 - Safety surveys,
 - Employee safety reporting program,
 - Investigation of safety occurrences,
 - Safety review prior to the launch or modification of any facet of service,
 - Daily data gathering and monitoring of data relating to the delivery of service,
 - Regular vehicle inspections and preventative maintenance, and
 - Continuous feedback loop between leadership and all levels of the agency.
- Monitors its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended through:

- Reviewing results from accident, incident, and occurrence investigations,
- Monitoring employee safety reporting,
- Reviewing results of internal safety audits and inspections, and
- Analyzing operational and safety data to identify emerging safety concerns.
- Conducts investigations of safety events to identify causal factors; and
- Monitors information reported through any internal safety reporting programs.
 - The Chief Safety Officer routinely reviews safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer ensures that the issues and concerns are investigated or analyzed through the safety risk assessment process.
 - The Chief Safety Officer also reviews the results of internal and external reviews, including audits and assessments, with findings affecting safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations. The Chief Safety Officer discusses relevant safety issues and concerns with the Accountable Executive and executive management and documents the results of these reviews in the Hazard Log.

In the event of a fatality, the NVTa complies with all FTA drug and alcohol requirements.

In California, every driver involved in an accident that results in death, injury, or property damage over \$1000, effective January 1, 2017, must report the accident on a Report of Traffic Accident Occurring in California (SR 1) form to DMV. The report forms are available at www.dmv.ca.gov, by calling 1-800-777-0133, and at CHP and DMV offices. Also, under California Vehicle Code §16002(b) the driver of a vehicle that is owned or operated by a publicly owned or operated transit system, or that is operated under contract with a publicly owned or operated transit system, and that is used to provide regularly scheduled transportation to the general public or for other official business of the system shall, within 10 days of the occurrence of the accident, report to the transit system any accident of a type otherwise required to be reported pursuant to subdivision (a) of Section 16000. The NVTa requires driver notification to the NVTa immediately and maintains records of any report filed pursuant to this paragraph.

Section 8 Safety Promotion

The fourth component of the Agency's SMS is Safety Promotion, which includes a combination of training and communication of safety information to employees to enhance the Agency's safety performance. Safety Promotion sets the tone for the SMS and helps NVTa to establish and maintain a robust safety culture. Safety Promotion has two-components: (1) Safety Communication; and (2) Competencies and Training.

Subsection 8.1 Safety Communication

NVTA communicates safety and safety performance information throughout the organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program.

Ongoing safety communication is critical and NVTA ensures communication occurs up, down, and across all levels of the organization. Any lessons learned are communicated to all concerned. Management commitment to address safety concerns and hazards is communicated on a regular basis. Management encourages and motivates employees to communicate openly, authentically, and without concern for reprisal; ensures employees are aware of SMS principles and understand their safety-related roles and responsibilities; conveys safety critical information such as accident data, injuries, and reported safety concerns and hazards and their resolutions to employees. NVTA's tools to support safety communication include:

- Safety bulletins
- Safety notices
- Posters
- CDs or Thumb drives or online safety video access
- Newsletters
- Briefings or Toolbox talks
- Seminars and workshops
- New employee training and refresher training
- Intranet or social media
- Safety Committee Meetings

Competencies and Training: Executive Management ensures that all employees attend the training provided to understand their specific roles and responsibilities for the implementation of SMS. NVTA provides SMS training in the following areas:

All Employees

- Understanding of Safety Performance Targets
- Understanding of fundamental principles of SMS
- Understanding of Safety Reporting Program – Reporting unsafe conditions and hazards/near misses
- Understanding of their individual roles and responsibilities under SMS

Managers and Supervisors

- Understanding of Safety Risk Management
- Understanding of Safety Assurance
- Understanding of Safety Promotion
- Understanding of their individual roles and responsibilities for SMS

Executive Management

- Understanding of management commitment to and support of all SMS activities.

All employees are required to acquire the competencies and knowledge for the consistent application of their skills as they relate to safety performance objectives. NVTA dedicates resources to conduct effective safety-related skill training. The scope of the safety training is appropriate to each employee's individual safety-related job responsibilities and their role in SMS. Components of NVTA's skill-related training include:

- Conducting training needs analyses to ensure that the right information is being taught to the right employees using the most efficient training methods.
- Communicating purpose, objectives, and outcome.
- Ensuring relevant content by directly linking training to the trainee's job experiences so trainees are more motivated to learn.
- Using active hands-on demonstrations and practice to demonstrate skills that are being taught and provide opportunities for trainees to practice skills.
- Providing regular feedback during hands-on practice and exercises.
- Reinforcing training concepts in the post-training work environment by giving employees opportunities to perform what they've learned.

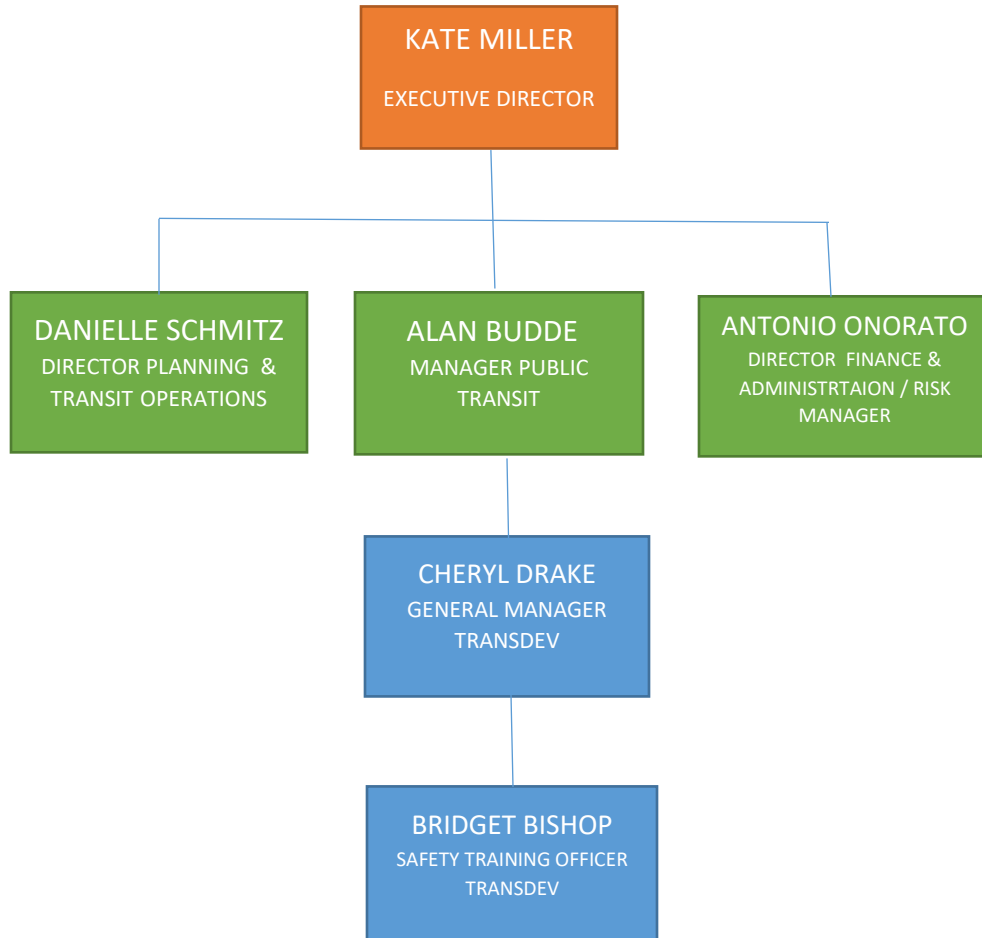
Transit agency conducts monthly safety and skill related refresher training. Monthly training schedule and dedicated classroom hours for the current fiscal year are provided under Attachment D.

Section 9 Documentation

Pursuant to 49 CFR Part 673.31, NVTA maintains records related to this Safety Plan and SMS implementation for a minimum of three years. These documents include but are not limited to the results from SMS processes and activities. NVTA will make these documents available to FTA Region 9, Caltrans, and other Federal and state agencies upon request.

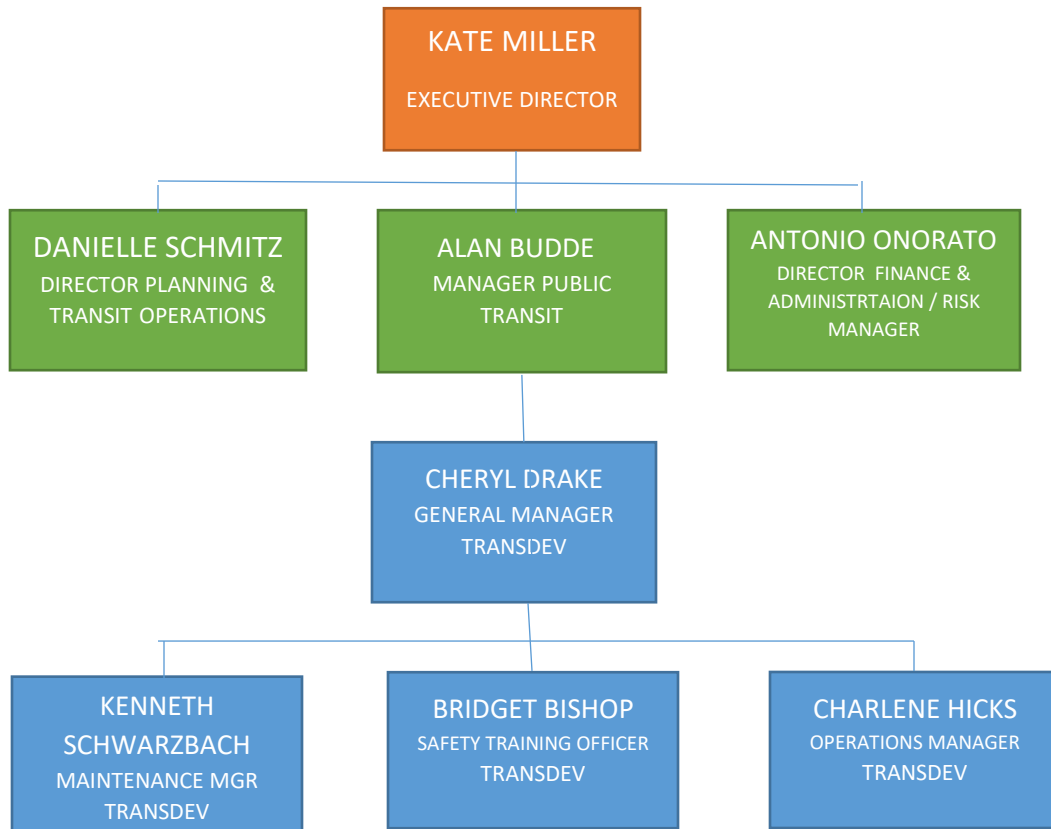
ATTACHMENT A

Subsection 1.2 Chief Safety Officer

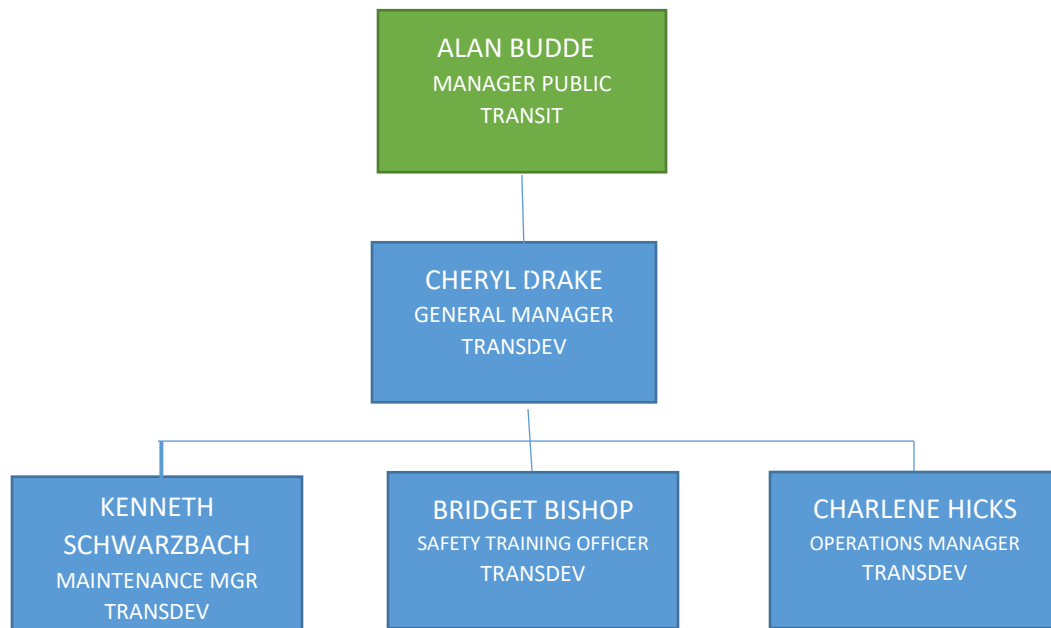


ATTACHMENT C

Subsection 5.4.3 Agency Leadership and Executive Management



Subsection 5.4. Key Staff



ATTACHMENT D

MONTHLY SAFETY MEETING & TRAINING SCHEDULE 2019-2020

MONTH	SUBJECT MATTER
SEPTEMBER 2019	ADA SENSITIVITY, LANGUAGE, TITLE VI
OCTOBER	TRANSDEV POLICY AND PROCEDURES
NOVEMBER	PEDESTRIAN AWARENESS, INCLEMENT WEATHER
DECEMBER	EMERGENCY & ACCIDENT PROCEDURES, TITLE VI
JANUARY 2020	DRUG & ALCOHOL
FEBRUARY	SAFETY & SECURITY, ACTIVE SHOOTER, WORKPLACE VIOLENCE
MARCH	ADA SENSITIVITY, SECUREMENTS, LIFTS & RAMPS, TITLE VI
APRIL	GENERAL WORKPLACE SAFETY, SLIP, TRIPS & FALLS, ERGONOMICS, REFERENCE POINTS, INTERSECTIONS
MAY	OSHA, LOCK OUT TAG OUT, PPE, INJURY PREVENTION, HAZARDOUS COMMUNICATION, BLOODBORNE PATHOGENS, EMERGENCY ACTION PLAN
JUNE	CUSTOMER SERVICE TRAINING, TITLE VI, QUANTUM EMPLOYEE ASSISTANCE
JULY	TRANSDEV POLICY AND PROCEDURES
AUGUST	PEDESTRIAN AND BICYCLE AWARENESS, MIRROR STATION, DEFENSIVE DRIVING
SEPTEMBER	CONFLICT AND AGGRESSIVE MANAGEMENT, WHEELCHAIR SECUREMENT, TITLE VI, LIFT & RAMPS
OCTOBER	WORKPLACE / SEXUAL HARASSMENT
NOVEMBER	VEHICLE SECUREMENT, DVIR, MIRROR STATION, PRE-TRIP, POST-TRIP
DECEMBER	ADA SENSITIVITY, SECUREMENTS, LIFTS & RAMPS, TITLE VI

Classroom Hours

Use this two part form to track each student's time in the classroom. If your location has specific topics that you must cover, you can write them down in the blank spaces provided. All Veolia specific PowerPoint presentations, facilitator guides and test questions (VT) can be accessed via the Veolia Safety Intranet Site under ODP Materials. To obtain additional copies of Veolia specific or NTI Security videos, please submit a request via email to Shelly Hall, VP of Safety and Security.

Course Title

Time

Date

Introduction to Professional Driving	P	F	60 mins	
Federal Regulations	P	F	30 mins	
Hazards Communication	P	F	30 mins	
Creating a Drug & Alcohol Free Workplace	P	F	120 mins	
Bloodborne Pathogens	P	F	20 mins	
Wellness	P	F	20 mins	
Whistleblower	P	F	30 mins	
Introduction To The Bus	P	F	30 mins	
Pre-trip Inspections	P	F	30 mins	
Safety Best Practices	P	F	90 mins	
Mirror Adjustments & Reference Points	P	F	30 mins	
Fatigue Management	P	F	30 mins	
ILLIC Defensive Driving	P	F	90 mins	
Prevent Harassment	P	F	30 mins	
Preventing Driver Distractions	P	F	30 mins	
Following Distance	P	F	30 mins	
Intersections	P	F	30 mins	
Railroad Crossings	P	F	30 mins	
Pedestrian Awareness	P	F	30 mins	
Preventing Backing Accidents	P	F	30 mins	
Merging, Lane Changing & Passing	P	F	30 mins	
Special Driving Conditions	P	F	30 mins	
Introduction to ADA & Sensitivity	P	F	45 mins	
ADA, Lifts, Ramps & Securement	P	F	45 mins	
Professionalism/Customer Service	P	F	30 mins	
Conflict/Aggression Management	P	F	60 mins	
Accident & Emergency Procedures	P	F	60 mins	
NTI - Warning Signs	P	F	60 mins	
Pedestrian Awareness (VT)	P	F	60 mins	
Slip Trips and Falls (VT)	P	F	60 mins	
Distracted Driving (VT)	P	F	60 mins	
Map Reading/Manifest	P	F	240 mins	
TSEPP/The Mark DVD (VT)	P	F	20 mins	
Local Issues SOPs	P	F	420 mins	
Local <i>Route training</i>	P	F	<i>420 min</i>	
Local <i>Lane change training</i>	P	F	<i>60 min</i>	
Local <i>Wage order 9</i>	P	F	<i>20 min</i>	
Local <i>wheel chair training</i>	P	F	<i>120 min</i>	
Local	P	F		

Student Signature _____

Trainer Signature _____

© 2011 TAPCO, Inc. Transit version

White Copy - stays in the book as the student's personnel file. Yellow copy - tear off and give to student for his or her reference.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Napa Valley Community Based Transportation Plan

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt the Napa Valley Community Based Transportation Plan.

EXECUTIVE SUMMARY

In 2018 Napa Valley Transportation Authority (NVTA) staff began the Community Based Transportation Plan (CBTP) update. The purpose of the CBTP is to identify Communities of Concern, based on census data and criteria, and conduct specific outreach to those communities to identify transportation gaps and needs.

NVTA Board released the draft CBTP at the June 17 Board meeting for public review and comment. NVTA sent the Plan out through social media and distribution lists, as well as presented on the draft Plan before the NVTA Paratransit Coordinated Council, Citizen Advisory Committee and Technical Advisory Committee. NVTA has received minor non-substantive comments/edits and has made the corrections accordingly. Before NVTA released the Draft Plan, the jurisdictions were able to review the Administrative Draft, so the Plan had already incorporated many of their comments and edits.

Now that the CBTP is complete, it will be used to update the equity section of the Countywide Transportation Plan, and projects identified in the Plan will be prioritized for funding opportunities like the Lifeline Transportation Program.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Director - Capital Development and Planning
(707) 259-5968 / Email: dshcmritz@nvta.ca.gov
SUBJECT: Napa Valley Community Based Transportation Plan (CBTP)

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt the Final Napa Valley Community Based Transportation Plan (Attachment 1).

COMMITTEE RECOMMENDATION

The Technical Advisory Committee will receive a report and be asked to recommend the Board approve the Final Napa Valley Community Based Transportation Plan at their July 9 meeting.

BACKGROUND

The purpose of the CBTP is to improve mobility options and close transportation gaps for low-income and disadvantaged communities in Napa County located in communities of concerns (COCs). Table 1 defines the eight COCs identified in Napa County.

Table 1: Communities of Concern

Census Tract	Neighborhood Name
2002.02	South Downtown Napa
2006.02	Northeast Napa (Vintage)
2007.07	Northwest Napa (Linda Vista)
2008.04	Westwood Neighborhood
2009	East Imola
2012	Unincorporated Yountville
2016.01	South St. Helena
2020	Calistoga

The NVTA Board released the draft CBTP at the June 17th Board meeting. At that time, staff provided a detailed presentation to the board to elicit comments. Comments

received on the Plan at the Board meeting have been incorporated into the document. These changes include:

- Clarifying that the Veterans Home is not in the Unincorporated Yountville COC
- Providing a Definition of a Census Tract
- Acknowledging the Hunt Avenue project has been completed by St. Helena
- Addition of St. Helena pedestrian improvement project on the project matrix
- Adding language to project 10 to include medical facilities in Santa Rosa like Sutter Hospital

The draft Plan has been distributed to the public through various platforms and staff has provided presentations to NVTA committee meetings.

Identified Projects

Based on the feedback from residents in the COCs, NVTA worked with the Steering Committee on ranking specific projects in the CBTP. Specific projects are identified below:

1. Hunt Avenue Sidewalks/Pedestrian Improvements*
2. Pope Avenue Sidewalks Pedestrian and Lighting Improvements
3. Bike Facility on Trancas from Jefferson Street to Soscol Avenue
4. Expanded TaxiScript and Commute Options
5. Bus shelter/benches at high usage stops
6. Enhanced Pedestrian Crossing at Jefferson St. and Rubicon Street
7. Enhanced Pedestrian Crossing at Jefferson St. and El Capitan
8. Enhanced Pedestrian Crossing on Trancas St. at Valle Verde
9. Transit service from St. Helena to Angwin and St. Helena Hospital
10. Transit service from Calistoga to Santa Rosa for medical services at Kaiser and Sutter Hospital
11. Expanded evening Hours on Local Transit

*Hunt Avenue Pedestrian Improvements have been completed by the City of St. Helena.

In addition to the above listed projects, many programmatic themes were identified in the outreach to COCs and NVTA cataloged those in the Plan.

Programmatic Themes:

- Improve Pedestrian Safety
- Improve Pedestrian Access to Schools and Transit
- Improve Transportation Options to Healthcare
- Expand Mobility Options for Low-Income, Senior, and Disabled Residents
- Increase Local Transit Evening Frequencies
- Increase Transit Amenities
- Decrease Transit Fares for Low-Income Individuals
- Increase Transit ADA Access

ALTERNATIVES

The Board could not adopt the CBTP, which would delay the CBTP process. The CBTP is a requirement of the Metropolitan Transportation Commission to be eligible for certain funding programs such as the Lifeline Transportation Funding Program.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

- Endeavour to serve the special transportation needs of seniors, children and the disabled.
- Coordinate transportation services for disabled persons, seniors, children and other groups so each serves as many people as possible.

Goal 3 - Support Napa County's economic vitality.

- Improving mobility for disadvantaged communities eliminates additional barriers to access work and educational centers.

ATTACHMENT

- (1) Final Draft Napa Valley Community Based Transportation Plan
<https://www.nvta.ca.gov/CBTP>



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Proposal to Address the Calistoga to St. Helena Vine Trail Funding Shortfall

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 17-06-Revised to reprogram OBAG 2 Congestion Mitigation and Air Quality (CMAQ) funds from the Silverado 5-Way project to the Vine Maintenance Facility, moving \$2 million in Transportation Development Act (TDA) currently reserved for the Vine Maintenance Facility to the Calistoga to St Helena Vine Trail project, and committing to \$2 million in future OBAG funds for the Silverado Five-Way Project.

EXECUTIVE SUMMARY

The Calistoga to St. Helena Vine Trail Project currently has a \$2.3 million funding shortfall based on a 90% design estimate. To backfill that shortfall, NVTA staff is proposing to move OBAG 2 funds from the City of Napa's Silverado Five-way Project to the Vine Maintenance Facility. This action would free up Transportation Development Act (TDA) Funds currently reserved for the Vine Maintenance Facility to backfill the funding shortfall on the Calistoga to St. Helena Vine Trail Project. The Calistoga to St. Helena Vine Trail project is not an eligible project for the OBAG 2 funds which necessitates the multi-project funding exchange.

Staff is also proposing that the Board prioritize the Silverado Five-Way project for funding in OBAG 3 or other future OBAG cycle. The Silverado Five-way project has a funding shortfall, which is forcing the delay of that project until other funds have been identified. OBAG 2 guidelines necessitate that funds be used for a project that can be delivered by the program deadlines. Since the Silverado Five-way project cannot comply with the program deadline, it will be pushed out to a future funding cycle. The City of Napa supports this proposal.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8631 / Email: kmiller@nvta.ca.gov
SUBJECT: Approval of Amended Resolution No. 17-06 Revising the One Bay Area Grant Cycle 2 (OBAG 2) Program and Proposal to Address the Calistoga to St. Helena Vine Trail Funding Shortfall

RECOMMENDATION

That the NVTA Board approve:

- (1) Revising the One Bay Area Grant Cycle 2 (OBAG 2) Program to move \$2 million Congestion Mitigation and Air Quality (CMAQ) funds currently programmed to the Silverado Five-Way Intersection to the Vine Maintenance Facility by adopting Amended Resolution 17-06 (Attachment 1);
- (2) Committing \$2 million in funding from the One Bay Area Grant Cycle 3 (OBAG 3) or other future OBAG cycle to the Silverado Five-Way Project; and
- (3) Using \$2 million in Transportation Development Act (TDA) funds reserved for the Vine Maintenance Facility for the Calistoga to St. Helena Vine Trail Project.

COMMITTEE RECOMMENDATION

The Technical Advisory Committee recommended referring this item to the NVTA Board for approval at its July 9, 2020 meeting.

BACKGROUND

The Calistoga to St. Helena Vine Trail project is a 6-mile class 1 path that will connect the two cities as part of the Napa Valley Vine Trail's 47-mile ultimate alignment. NVTA has secured roughly \$12.6 million in federal, state, and local funds, including \$6.1 million in Active Transportation Program (ATP) funds. The project is at 90% design and NVTA is pursuing the ATP allocation from the California Transportation Commission (CTC) in

March 2021 in order to meet the ATP allocation deadline. NVTa has already requested the one 20-month extension allowed under the ATP guidelines for this project.

After deducting funds expended to date for preconstruction phases, roughly \$9.6 million in existing funding remains. The cost to construct the project, including contingency, is expected to be \$11.9 million leaving a \$2.3 million shortfall. Staff is proposing to backfill the shortfall by moving \$2 million in OBAG 2 CMAQ funds from the Silverado Five-way project to the Vine Maintenance Facility, which would free up \$2 million in TDA funds currently being reserved for the Vine Maintenance Facility to backfill the construction shortfall on the Calistoga and St. Helena Vine Trail project.

The OBAG 2 funds cannot be moved directly to the Calistoga to St. Helena Vine Trail project because the project is not in a Priority Development Area (PDA). The OBAG program requires that at least 50% of the program funds be spent in a PDA and moving the funds would result in NVTa being out of compliance with that requirement. The Vine Maintenance Facility serves transit that operates in both of the Valley's two PDAs – American Canyon and City of Napa – and therefore meets the PDA requirement. The Vine Maintenance Facility will also have a negative impact on air quality, and therefore is an eligible CMAQ project.

NVTa has been banking TDA funds for constructing the Vine Maintenance Facility. TDA funds can be used for a number of purposes, including bicycle and pedestrian facilities, although NVTa typically uses TDA funds for Vine Transit operations and capital projects. There is currently \$10 million TDA funds reserved for the Vine Maintenance Facility. Transferring the OBAG 2 CMAQ funds to the Vine Maintenance Facility will free up \$2 million in TDA funds for backfilling the project funding shortfall on the Calistoga to St. Helena Vine Trail project.

It should be noted that NVTa's \$10 million TDA reserve for funding the maintenance facility is also a source for shoring up NVTa's FY 2020-21 and FY 2021-22 Vine Transit budget shortfall, a consequence of the coronavirus economic crisis. Keeping a healthy operating reserve must be a primary consideration until the pandemic is over and the economy has recovered. The \$2 million in CMAQ funds will not be able to be used for operational purposes once this funding exchange has been completed.

The City of Napa supports the funding proposal providing that the NVTa board commits to prioritizing the Silverado Five-Way Project at an equivalent amount in future OBAG cycle(s).

ALTERNATIVES

The board could reject the funding proposal and task staff to identify other ways to backfill the funding shortfall. This could delay the project and potentially put the ATP funds at risk. There is also very limited opportunity to identify other funds for this project. The

Board could also cancel the project and forego pursuing the Active Transportation Program funds at this time.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

The Calistoga to St. Helena Vine Trail project will provide walking and cycling alternatives that will better serve low income communities and reduce auto use.

ATTACHMENTS

- (1) Amended Resolution No. 17-06
- (2) Amended Resolution No. 17-06 (Redlined)

**AMENDED
RESOLUTION No. 17-06**

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
ADOPTING THE ONE BAY AREA GRANT (OBAG) 2 PROGRAM UNDER “FIXING
AMERICA’S SURFACE TRANSPORTATION ACT (FAST)”
SURFACE TRANSPORTATION ROAD MAINTENANCE FUNDING PROGRAM
FOR THE NAPA COMMUNITIES**

WHEREAS, Fixing America’s Surface Transportation Act (Pub. L. No. 114-94), signed into law by President Obama on December 4, 2015 continues the Surface Transportation Program (23 U.S.C. § 133), and the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149); and

WHEREAS, pursuant to FAST, and the regulations promulgated thereunder, eligible project sponsors wishing to receive Surface Transportation Program (STP), and Congestion Mitigation and Air Quality (CMAQ) Improvement Program grants for a project shall submit an application first with the appropriate metropolitan transportation planning organization (MPO), for review and inclusion in the MPO’s Transportation Improvement Program (TIP); and

WHEREAS, the Metropolitan Transportation Commission (MTC) is the MPO for the San Francisco Bay region; and

WHEREAS, MTC has requested projects for the One Bay Area Grant 2 and the Priority Conservation Area Programs to be funded with FAST monies, requiring NVTA to recommend programming to MTC for consideration; and

WHEREAS, the City of American Canyon, the City of Napa, the City of St. Helena, County of Napa, the Napa Valley Vine Trail Coalition and the Napa County Office of Education wish to submit an application to MTC for funds from the One Bay Area Grant 2 and Priority Conservation Area Programs for the following projects:

PCA Projects				
Sponsor	Project	Funding		
		Funding Request PCA	Other Funds	Project Total
City of Napa	Soscol Vine Trail Gap Closure	\$650,000	\$100,000	\$750,000
Vine Trail/NVTA	Vine Trail St. Helena to Calistoga	\$711,000	\$9,200,000	\$9,911,000
Napa County	Silverado Trail Phase L	\$689,000	\$1,789,000	\$2,478,000
TOTAL		\$2,050,000		\$13,139,00

OBAG 2 Projects				
Sponsor	Project	Funding		
		Funding Request OBAG 2	Other Funds	Project Total
NVTA	Vine Maintenance Facility	\$2,000,000	\$37,000,000	\$39,000,000
NCOE/NVTA	Napa County Safe Routes to School Program	\$227,000	\$42,000	\$270,000
St. Helena	Main St. Pedestrian Improvements	\$1,206,000	\$351,000	\$1,557,000
American Canyon	Green Island Rd. Reconstruction and complete streets	\$1,000,000	\$11,000,000	\$12,000,000
TOTAL		\$4,433,000		\$23,327,000

WHEREAS, The County of Napa and the Town of Yountville have projects that are recommended as contingency projects in case requirements of OBAG cannot be met by project sponsors of the recommended project list; and

Contingency List				
Sponsor	Project	Funding		
		Funding Request	Other Funds	Project Total
Napa County	Airport Boulevard Rehabilitation	\$1,606,000	\$208,000	\$1,824,000
Yountville	Washington Street Park Accessibility Improvements	\$405,000	\$60,450	\$465,000
TOTAL		\$2,011,000		\$2,289,000

WHEREAS, the City of American Canyon, the City of Napa, the City of St. Helena, the County of Napa, the Napa Valley Vine Trail Coalition, and the Napa County Office of Education are ready and able to meet all of the federal, state and regional requirements for accessing and using these funds.

NOW, THEREFORE, BE IT RESOLVED by the Napa Valley Transportation Authority that the City of American Canyon, the City of Napa, the County of Napa, the Napa Valley Vine Trail Coalition and the Napa County Office of Education are authorized to execute and file an application for funding under the One Bay Area Grant 2 and Priority Conservation Area Programs in the amounts and for the projects shown above; and

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the MTC; and

BE IT FURTHER RESOLVED that the MTC is requested to support the application for the project described in the resolution and to program the project, if approved, in MTC's TIP.

Passed and Adopted the 15th day of July, 2020.

Alfredo Pedroza, NVTA Chair

Ayes

Nays:

Absent:

ATTEST:

Karalyn Sanderlin, NVTA Deputy Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel

AMENDED RESOLUTION No. 17-06

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)
ADOPTING THE ONE BAY AREA GRANT (OBAG) 2 PROGRAM UNDER “FIXING
AMERICA’S SURFACE TRANSPORTATION ACT (FAST)”
SURFACE TRANSPORTATION ROAD MAINTENANCE FUNDING PROGRAM
FOR THE NAPA COMMUNITIES**

WHEREAS, Fixing America’s Surface Transportation Act (Pub. L. No. 114-94), signed into law by President Obama on December 4, 2015 continues the Surface Transportation Program (23 U.S.C. § 133), and the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149); and

WHEREAS, pursuant to FAST, and the regulations promulgated thereunder, eligible project sponsors wishing to receive Surface Transportation Program (STP), and Congestion Mitigation and Air Quality (CMAQ) Improvement Program grants for a project shall submit an application first with the appropriate metropolitan transportation planning organization (MPO), for review and inclusion in the MPO’s Transportation Improvement Program (TIP); and

WHEREAS, the Metropolitan Transportation Commission (MTC) is the MPO for the San Francisco Bay region; and

WHEREAS, MTC has requested projects for the One Bay Area Grant 2 and the Priority Conservation Area Programs to be funded with FAST monies, requiring NVRTA to recommend programming to MTC for consideration; and

WHEREAS, the City of American Canyon, the City of Napa, the City of St. Helena, County of Napa, the Napa Valley Vine Trail Coalition and the Napa County Office of Education wish to submit an application to MTC for funds from the One Bay Area Grant 2 and Priority Conservation Area Programs for the following projects:

PCA Projects				
Sponsor	Project	Funding		
		Funding Request PCA	Other Funds	Project Total
City of Napa	Soscol Vine Trail Gap Closure	\$650,000	\$100,000	\$750,000
Vine Trail/NVRTA	Vine Trail St. Helena to Calistoga	\$711,000	\$9,200,000	\$9,911,000
Napa County	Silverado Trail Phase L	\$689,000	\$1,789,000	\$2,478,000
TOTAL		\$2,050,000		\$13,139,00

OBAG 2 Projects				
Sponsor	Project	Funding		
		Funding Request OBAG 2	Other Funds	Project Total
City of Napa NVTA	Silverado Trail Five-Way Vine Maintenance Facility	\$2,000,000	\$7,500,000 \$37,000,000	\$9,500,000 \$39,000,000
NCOE/NVTA	Napa County Safe Routes to School Program	\$227,000	\$42,000	\$270,000
St. Helena	Main St. Pedestrian Improvements	\$1,206,000	\$351,000	\$1,557,000
American Canyon	Green Island Rd. Reconstruction and complete streets	\$1,000,000	\$11,000,000	\$12,000,000
TOTAL		\$4,433,000		\$23,327,000

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WHEREAS, The County of Napa and the Town of Yountville have projects that are recommended as contingency projects in case requirements of OBAG cannot be met by project sponsors of the recommended project list; and

Contingency List				
Sponsor	Project	Funding		
		Funding Request	Other Funds	Project Total
Napa County	Airport Boulevard Rehabilitation	\$1,606,000	\$208,000	\$1,824,000
Yountville	Washington Street Park Accessibility Improvements	\$405,000	\$60,450	\$465,000
TOTAL		\$2,011,000		\$2,289,000

WHEREAS, the City of American Canyon, the City of Napa, the City of St. Helena, the County of Napa, the Napa Valley Vine Trail Coalition, and the Napa County Office of Education are ready and able to meet all of the federal, state and regional requirements for accessing and using these funds.

NOW, THEREFORE, BE IT RESOLVED by the Napa Valley Transportation Authority that the City of American Canyon, the City of Napa, the County of Napa, the Napa Valley Vine Trail Coalition and the Napa County Office of Education are authorized to execute and file an application for funding under the One Bay Area Grant 2 and Priority Conservation Area Programs in the amounts and for the projects shown above; and

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the MTC; and

BE IT FURTHER RESOLVED that the MTC is requested to support the application for the project described in the resolution and to program the project, if approved, in MTC's TIP.

Passed and Adopted the ~~19th~~ 15th day of ~~April~~ July, ~~2017~~ 2020.

~~Peter White~~ Alfredo Pedroza, NVTA Chair

~~—~~ Ayes

Nays:

Absent:

ATTEST:

~~Kathy Alexander~~ Karalyn Sanderlin, NVTA Deputy Board Secretary

APPROVED:

~~Jennifer Gore~~ DeeAnne Gillick, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

NVTA participation in the Metropolitan Transportation Commission's (MTC) Clipper START means-based transit fare pilot program

STAFF RECOMMENDATION

That the NVTA Board approve participation in the Clipper START Means-Based Transit Fare Pilot Program at the 20% discount level.

EXECUTIVE SUMMARY

MTC currently administers the Clipper program, which is a fare media card used by all Bay Area transit operators, including NVTA's Vine Transit. MTC introduced the Clipper START pilot program to subsidize single transit trips for low income adults. MTC has set aside \$5 million from the region's \$1.3 billion in Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to expand the program.

FISCAL IMPACT

Roughly \$40,000 annually for the first year and up to roughly \$80,000 in future years if MTC discontinues its subsidies.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8631 / Email: kmiller@nvta.ca.gov
SUBJECT: NVTA Participation in the Metropolitan Transportation Commission's Clipper START Means-Based Transit Fare Pilot Program

RECOMMENDATION

That the NVTA Board approve participation in the Clipper START Means-Based Transit Fare Pilot Program at the 20% discount level.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Metropolitan Transportation Commission (MTC) initiated the Clipper card, originally called Translink in 2002, which is an integrated transit fare card, to create a more seamless experience for Bay Area transit riders. All Bay Area Transit systems now offer Clipper fare media to its riders. In May 2018, MTC established Clipper START, which is a pilot program offering 20% or 50% fare discounts to low-income adults on four large transit systems. MTC is proposing to use a \$5 million set-aside from the Bay Area's Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds to expand the pilot program to smaller transit operators.

Because the Clipper card limits the number of fares and transfer rules, the program clusters transit properties in various groups to ensure consistent rules between coordinated/connecting systems. The NVTA Vine is in the Solano/Napa group which includes Soltrans, Fairfield-Suisun FAST Transit, and Vacaville City Coach. The Clipper START discount must be consistent among these operators; and the Solano group is interested in pursuing the 20% Clipper START discount.

NVTA estimates that it collects roughly \$400,000 each year in fares from low income adults. The cost to the agency to reduce low income fares by 20% is roughly \$80,000 per year but with the MTC subsidy, the cost would be reduced to \$40,000, at least for the first year. There is no guarantee that MTC will continue to subsidize the program.

Staff believes that there are potentially some additional benefits beyond supporting the Valley's low income residents. These include:

- 1) The potential for drawing new riders to the system given the reduced cost.
- 2) The program incentivizes low income riders to sign up for a Clipper card - which over time could lead to eliminating cash fares and significantly reduce costs associated with managing cash.
- 3) The Clipper Card uses transponders that can be placed away from drivers reducing the transmission of the coronavirus and other airborne illnesses.

ALTERNATIVES

The board could reject the staff proposal and fares would remain as currently structured.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Almost 80% of NVTA riders are low income. Subsidizing fare costs would support Goal 1 by providing additional assistance. The program could also incentivize additional low income residents to ride transit in lieu of driving which responds to Goal 5.

ATTACHMENT

- (1) Metropolitan Transportation Commission Clipper START Letter



METROPOLITAN
TRANSPORTATION
COMMISSION

ATTACHMENT 1
NVTA Agenda Item 10.3
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
415.778.6700
www.mtc.ca.gov

July 15, 2020

June 26, 2020

General Managers:

Great news about Clipper START! We have confirmed that we can add new operators to the Clipper START program – which is the region’s means-based transit fare pilot program – and we are planning to make this available to all transit operators that accept Clipper. Expansion of the program is subject to MTC Commission approval. We anticipate implementation will be completed within six months of MTC giving our contractor a notice to proceed.

MTC staff is proposing to set-aside up to \$5 million of CARES Act regional funds to support the expanded Clipper START pilot program. The distribution of this regional subsidy amongst the new participating operators will need to be determined. Beyond this initial amount, no additional funding has been identified, and transit agencies would participate in the program with some financial risk due to the limited regional funding available. Consistent with the existing pilot program structure, MTC proposes to subsidize a 10% discount for new operators, with operators making up the rest of the discount. We are limiting the discount options to either 20% or 50% off of the Clipper fare, so you would need to determine what level to set for your agency.

The pilot is still scheduled to launch on July 15 and run for 18 months. Agencies that are added after this launch date would be in the pilot phase for less than 18 months. The overall Commission adopted program framework would remain the same, but may need minor adjustments to accommodate the program expansion. The business rules for the program would remain the same for new operators.

We are soliciting your agency’s interest in participating in the program and at what level of discount in order to begin developing an action plan. We understand that you will need to seek board approval, but to make this happen quickly, we need to work concurrently. MTC also will need to seek Commission approval, which we will do while you work on approvals on your end. Our staffs can coordinate on the details such as program policies, funding, and marketing.

Please notify Lysa Hale at lhale@bayareametro.gov no later than Wednesday July 1 if your agency is interesting in joining Clipper START and what level of discount you would like to offer, 20% or 50%. You can also contact Lysa at 510-325-7319 with questions.

Sincerely,

Therese W. McMillan

Scott Haggerty, Chair
Alameda County

Alfredo Pedroza, Vice Chair
Napa County and Cities

Eddie Abn
San Francisco Bay Conservation
and Development Commission

Jeannie Bruins
Cities of Santa Clara County

Damon Connolly
Marin County and Cities

Dave Cortese
Santa Clara County

Carol Dutra-Vernaci
Cities of Alameda County

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Nick Josefowitz
San Francisco Mayor's Appointee

Sam Liccardo
San Jose Mayor's Appointee

Jake Mackenzie
Sonoma County and Cities

Gina Papan
Cities of San Mateo County

David Rabbitt
Association of Bay Area Governments

Hillary Ronen
City and County of San Francisco

Libby Schaaf
Oakland Mayor's Appointee

Warren Slocum
San Mateo County

James P. Sperring
Solano County and Cities

James Stracner
U.S. Department of Housing
and Urban Development

Tony Tavares
California State
Transportation Agency

Amy R. Worth
Cities of Contra Costa County

Therese W. McMillan
Executive Director

Alix Bockelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Brad Paul
Deputy Executive Director,
Local Government Services



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Award of Legal Services to Sloan Sakai Yeung & Wong LLP

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor changes to Agreement No. 20-12 with Sloan Sakai Yeung & Wong LLP for legal services for a three (3) year term with up to two (2) one-year options in an amount not to exceed \$375,000.

EXECUTIVE SUMMARY

NVTA is currently contracting with Sloan Sakai Yeung and Wong LLP for legal services. The existing contract has one (1) year extension remaining but consistent with new protocols to maintain or reduce costs in response to the COVID-19 economic crisis, NVTA staff released request for proposals on May 27, 2020. Thirteen proposals were received, three firms were interviewed. A review committee made up of two board members and the executive director determined that Sloan Sakai Yeung and Wong LLP was the most qualified firm.

FISCAL IMPACT

\$375,000



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8631 / Email: kmiller@nvta.ca.gov
SUBJECT: Approval of Napa Valley Transportation Authority (NVTA) Agreement No. 20-12 for Legal Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor changes to Agreement No. 20-12 (Attachment 1) with Sloan Sakai Yeung & Wong LLP for legal services for a term of three (3) years with up to two (2) one-year options in an amount not to exceed \$375,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

On May 27, 2020, NVTA released a request for proposals for legal services. Thirteen proposals were received. A selection committee made up of two Board Members and the executive director evaluated the proposals and after discussions among the panel, selected four of the proposing firms to interview. Following discussions with the four firms, the selection committee was unanimous that it recommend to the NVTA Board awarding a 3-year contract with two (2) one-year options with its existing legal counsel, Sloan Sakai in an amount not to exceed \$375,000. Sloan Sakai's hourly rates are consistent with existing services.

ALTERNATIVES

The board could decide to award the contract and identify another firm to provide legal services.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Use taxpayer dollars efficiently

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

ATTACHMENT

(1) NVTA Agreement No. 20-12

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 20-12

THIS AGREEMENT is made and entered into as of this 1st day of October, 2020, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and Sloan Sakai Yeung & Wong LLP, whose mailing address is 555 Capitol Mall, Suite 600, Sacramento, CA 95814, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain specialized professional legal services to act as general counsel to NVTA and the Napa Valley Transportation Authority-Tax Agency (NVTA-TA); and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its July 15, 2020, meeting; and

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

TERMS

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

(a) **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on September 30, 2023, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

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

2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.

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

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$375,000 for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

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

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which

duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTa may monitor the work performed by CONTRACTOR. NVTa shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTa, in addition to any other rights or remedies which NVTa may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTa with certification of all such coverage's upon request by NVTa's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better.

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. In the event that CONTRACTOR becomes the owner of any vehicles used in conjunction with CONTRACTOR's business during the term of this Agreement, CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement comprehensive automobile liability insurance covering such owned vehicle or vehicles.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTAs Risk Manager, demonstrated by other evidence of coverage acceptable to NVTAs Risk Manager, which shall be filed by CONTRACTOR with NVTAs Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTAs shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTAs, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTAs shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTAs with respect to any insurance or self-insurance programs maintained by NVTAs. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTAs Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTAs Risk Manager, which approval shall not be denied unless the NVTAs Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of

CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within twenty (20) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving ten (10) days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NVTA for any reason and at any time by giving no less than thirty (30) days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

12. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVT A, the property of and shall be promptly returned to NVT A, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVT A shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NVT A for damages sustained by NVT A by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVT A may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVT A from CONTRACTOR is determined.

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

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

NVT A

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

CONTRACTOR

Timothy G. Yeung
Managing Partner
555 Capitol Mall, Suite 600
Sacramento, CA 95814

15. **Compliance with NVT A Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVT A and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required

under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or contractors.

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

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

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 14, 2005. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

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

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

17. **No Assignments or Subcontracts.**

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

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

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

19. **Interpretation; Venue.**

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

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

20. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the

regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NVTA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section in all such subcontracts as obligations of the subcontractor.

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

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all

required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

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

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

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

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

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

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

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

"NVT A"

"CONTRACTOR"

Sloan Sakai Yeung & Wong LLP

By _____
Kate Miller, Executive Director

By _____
Timothy G. Yeung, Managing Partner

ATTEST:

By _____
Karalyn E. Sanderlin, Board Secretary

By _____
NAME, Position

Approved as to Form:

By _____
NVT A Counsel

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR shall provide NVTa with the following services:

See CONTRACTOR's proposal in response to RFP 2020-03, Professional Legal Services, attached.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVTa pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report

Response to Napa Valley Transportation Authority RFP No. 2020-03

Professional Legal Services

June 15, 2020

Submitted by

Sloan Sakai
ATTORNEYS AT LAW

Primary Contact:
DeeAnne Gillick
916-258-8811
dgillick@sloansakai.com
555 Capitol Mall, Suite 600
Sacramento, CA, 95814

ATTACHMENT C

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the RFP)

Legal Name of Firm : Sloan Sakai Yeung & Wong LLP
Date: June 15, 2020
Street Address: 555 Capitol Mall, Suite 600
Telephone Number: (916) 258-8800
City/State/Zip: Sacramento, CA 95814
Firm's Fax Number: (916) 258-8801
DBE ☐ Cert # _____ SBE ☐ Cert # _____ Other ☐ Type _____ Cert # _____

None ☒

Type of Organization:
(Corporation, LPA, Sole Proprietorship, Partnership, etc.)

Partnership

Business License (documented): 30139
Taxpayer ID Number: 73-1700480

(Federal): Name and Title of Manager:
Tim Yeung, Managing Partner

Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to:

DeeAnne Gillick, Senior Counsel, dgillick@sloansakai.com, 916-258-8811

DBE ☐ Cert # _____ SBE ☐ Cert # _____ Other ☐ Type _____ Cert # _____

None ☒

Signature, Name and Title of Person Signing

Tim Yeung, Managing Partner

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TIMOTHY G. YEUNG
916-258-8803
tyeung@sloansakai.com
555 Capitol Mall, Suite 600
Sacramento, CA, 95814

Via FedEx

June 15, 2020

Kate Miller
Executive Director
Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559
RFP No. 2020-03

Re: *Request for Professional Legal Services*

Dear Ms. Miller:

Sloan Sakai Yeung & Wong LLP is pleased to provide the enclosed proposal and statement of qualifications to the Napa Valley Transportation Authority (“NVTa”).

We have worked with NVTa closely and strongly value our existing relationship. We propose for DeeAnne Gillick to continue to serve as General Counsel with primary assistance from Osman Mufti. Our proposal also identifies attorneys with specific experience tailored to meet the needs of NVTa. We have a team approach to client representation and all of the Firm’s 25 attorneys are available to provide services to NVTa as needed, allowing us to match your needs with the appropriate attorneys’ expertise, resulting in efficient and cost-effective services.

As will be shown in our proposal, we are able to handle the full range of duties specified in the Request for Proposals and are familiar with NVTa and its existing legal needs. I affirm that the proposal shall remain valid for 180 days. Please contact DeeAnne Gillick, Senior Counsel in our Sacramento Office and contactable at dgillick@sloansakai.com or (916) 258-8811, or myself to discuss in further detail our proposal, credentials, and continuing our legal representation of NVTa.

Sincerely,



Timothy G. Yeung
Managing Partner

I. EXECUTIVE SUMMARY

This Proposal provides the Firm and proposed team's experience, our vision for continued service to NVTa, references, and our cost proposal. Any information not covered by this response will be readily available to NVTa and we can be contacted with any questions or clarifications.

II. FIRM BACKGROUND AND EXPERIENCE

Sloan Sakai Yeung & Wong LLP ("the Firm" or "Sloan Sakai") was formed in 2004 to provide a broad array of legal and consulting services to public agencies and non-profit corporations. Labor law, employment law, government law, and labor/personnel relations are the focal points of our practice. Jeff Sloan, Charles Sakai, Tim Yeung, and Dania Wong are the Firm's equity partners. Tim Yeung is the Firm's Managing Partner. The Firm's headquarters office is at 555 Capitol Mall, Suite 600, Sacramento, CA, 95814. Our Berkeley office is located at 1220 7th Street, 3rd Floor Berkeley, CA 94710. The main Firm number is (916) 258-8800.

The Sloan Sakai General Government Team represents various public entities, including a variety of transportation planning agencies, as well as cities, counties, special districts (including joint powers authorities), local agency formation commissions (LAFCOs), and quasi-public agency non-profits. We have established expertise in open meetings laws, public records laws, conflicts of interest and other governmental transparency requirements, the drafting and review of public contracts and grant agreements, compliance with federal and state funding requirements, competitive bidding and procurement, environmental law, real property law, and all related litigation. Our Firm also has special expertise in the areas of public employment and labor relations, including handling any labor or employment related litigation or administrative hearings.

We pride ourselves on our extensive experience in transportation law and public agency representation. Our Firm currently provides general counsel services to a number of transportation agencies throughout California, including NVTa, Sacramento Area Council of Governments, Placer County Transportation Planning Agency, Nevada County Transportation Commission, Modoc Transportation Agency, Modoc County Transportation Commission, Lassen County Transportation Commission, and Paratransit, Inc. All of these agencies may be contacted for references. Please find below further information and the requested contact information for four current transportation and transit clients.

PLACER COUNTY TRANSPORTATION PLANNING AGENCY (“PCTPA”)

The Firm serves as general counsel to the Placer County Transportation Planning Agency in a capacity similar to the services provided to NVTa as general counsel. PCTPA is the county transportation planning agency and also acts as the agency providing paratransit services. In addition, Senior Counsel DeeAnne Gillick has recently assisted PCTPA (designated as the Local Transportation Authority) in its ongoing efforts to become a self-help county and adopt a Transportation Improvement Plan and Retail Transactions and Use Tax Ordinance, including implementing special legislation unique to Placer County. The Firm assisted with the formation and operation of a joint powers agency (South Placer Regional Transportation Authority) to implement a Proposition 218 fee imposed countywide for a Regional Transportation and Air Quality Mitigation Fee.

Mike Lukin, Executive Director

(530) 823-4030

Placer County Transportation Planning Agency

Facsimile: (530) 823-4036

Years of service: 2007 to present

SACRAMENTO AREA COUNCIL OF GOVERNMENTS (“SACOG”)

The Firm provides general governmental legal services to this regional transportation planning agency and metropolitan planning organization with approximately 50 employees. SACOG is a joint powers agency, including all cities and counties in the six county Sacramento region. The Firm advises SACOG on all aspects of public agency law including public employment and collective bargaining matters, public contracting and procurement (including compliance with all funding, purchasing, and grants administration regulations of the State, FTA, and FHWA), regional housing needs allocation, airport land use law, public meeting laws, and public records laws.

James Corless, Executive Director

(916) 340-6205

Sacramento Area Council of Governments

Facsimile: n/a E-mail: jcorless@sacog.org

Years of service: General Counsel (2005 to 2011, and May 2020 to present), Special Counsel (2011 to 2020)

NEVADA COUNTY TRANSPORTATION COMMISSION (“NCTC”)

The Firm also serves as general counsel to the Nevada County Transportation Commission, the regional transportation planning agency for Nevada County. The Firm advises the Commission on legal issues as requested arising out of its operations, including compliance with all state and federal contracting and procurement laws and regulations, advice and counseling on personnel matters, airport land use issues, environmental documents, and determining the priority of transportation planning projects.

Daniel Landon, Executive Director

(530) 265-3202

Nevada County Transportation Commission

Facsimile: (530) 265-3260

Years of Service: 2005 to present

PARATRANSIT, INC.

The Firm acts as general counsel to Paratransit, Inc., which is historically the designated Consolidated Transportation Services Agency for the greater Sacramento Area and has traditionally provided transportation services to disabled and elderly residents of the City and County of Sacramento. The Firm regularly advises Paratransit on contractual and operational matters. The Firm also assists Paratransit with its ongoing brownfield cleanup efforts, and prepared and negotiated all legal documents associated with the acquisition and construction of the Paratransit facility in South Sacramento.

Tiffani Fink, Executive Director

(916) 429-2009

Paratransit, Inc.

Facsimile: (916) 429-2409

Years of service: 1978 to present

III. QUALIFICATIONS OF PROPOSER

We understand that NVTa is seeking legal services to support NVTa’s roles as the countywide transportation planning agency, the operator of Napa Vine Transit services within and to Napa County, and the local transportation sales tax agency. We are familiar with NVTa, which operates as a joint powers agency with a limited staff and significant responsibilities, including complex and unique projects and challenges. We recognize that the desired legal services require expertise, professionalism, and responsiveness. Given our attorneys’ experience and familiarity with NVTa and its organization, board, and staff, we believe that we continue to be uniquely suited to assist NVTa.

We propose that NVTa continue to be served primarily by attorneys in our Sacramento Office, including DeeAnne Gillick and Osman Mufti. Ms. Gillick currently serves the Firm’s

transportation clients as general counsel to NVTa, PCTPA, and Lassen County Transportation Commission. She is also General Counsel to the Local Agency Formation Commission of Napa County. Osman Mufti serves as General Counsel to Nevada County Transportation Commission and advises SACOG extensively on contract procurement and agreement compliance with state and federal transportation funding requirements.

Ms. Gillick will continue to be available to attend the monthly board meetings, with backup assistance from Mr. Mufti. Ms. Gillick also has regular meetings in Napa for other clients and is available to meet with NVTa staff as needed. In addition, due to the recent stay at home orders, we have learned that video conferencing can be helpful and productive. Ms. Gillick has been advising NVTa since joining the Firm in June of 2018 and enjoys working with NVTa, and is familiar with NVTa's board members, staff, procedures, projects, agreements, and protocols. The ongoing knowledge gained from working with the agency and its staff allows Ms. Gillick to more effectively and efficiently assist NVTa staff identify and address its legal issues and needs. Providing successful legal services requires both substantive knowledge and a respected working relationship between the attorneys and clients. We believe this has developed with both the Board and staff. Although our attorneys have multiple clients and commitments, we strive to respond to requests in a timely and knowledgeable manner. It is rare that an urgent request is not addressed quickly. We encourage and welcome open communications with clients, including critical or difficult comments, so that we may understand and respond to the client's needs, priorities, and deadlines. We look forward to the opportunity to continue to serve NVTa and provide legal advice and counsel.

We affirm that our attorneys meet all of the required qualifications of NVTa and are licensed to practice law in California and courts within California. Relevant documentation is available in **Appendix A**. Furthermore, neither the Firm nor its attorneys have been debarred or suspended from providing services paid by the federal government.

IV. EXAMPLES OF PUBLIC SECTOR REPRESENTATION

As an organization and as individuals, we are driven by our passion for our work: all of us have dedicated our careers to the service of public and non-profit agencies that are committed to providing needed public services while affording appropriate compensation and decent working conditions to their employees. We are also public servants as we provide legal assistance and advice to our public agency clients. Our role as General Counsel is to assist the agency, the board, and its staff to comply with mandatory legal requirements and to avoid violating prohibitive laws. In addition, it is to assist in providing the agency board and staff with information and tools to make sound decisions in carrying out the agency's business on behalf of the public. Because we are compensated with public funds, it is our obligation to provide services in a thorough yet cost

effective manner. We believe the extensive experience of our attorneys allows us to meet these standards in representing NVTa.

We are experiencing unique and unprecedented times which will impact public agencies and the practice of law. As a transportation and transit agency which relies largely on various tax proceeds and state and federal grants and funding, NVTa will be significantly impacted by the changes affecting our economy. Efficient and knowledgeable services, including legal services, are imperative, which is what we believe we offer NVTa. Our experience with transportation and transit agencies, and other public agencies, can be shared and relied upon to assist NVTa address its issues and challenges.

With collective experience in nearly every area of public sector law, our attorneys are skilled and effective counselors and advocates for local governments, and have assisted public agencies with the following matters:

- *General Public Agency Laws:* Our government law team can provide all necessary legal advice and counseling to executive management, the Board, and other designated personnel as appropriate, including the preparation of formal and informal legal opinions. We review and/or prepare agendas, staff reports and resolutions in preparation for Board or committee meetings. We attend meetings with the Board, committees, executive management, or other staff as requested. We regularly advise agencies on routine and complex issues relating to compliance with the Brown Act, the Public Records Act, the Political Reform Act, Government Code Section 1090, the Levine Act, and other governmental ethics laws. We provide guidance on complying with these public agency laws, as well as recommendations and best practices on reducing risks and minimizing impacts if violations occur.
- *Public Transportation and Transit Contracting and Procurement:* Our attorneys have experience with drafting and reviewing transportation and transit related contracts, funding agreements, procurement documents, and contracting policies, ensuring compliance with federal and state transportation contracting requirements. The Firm stays up to date on Caltrans and Federal DOT requirements regarding federally funded transit and transportation operations, including detailed guidance found in the Caltrans Local Assistance Procedures Manual (LAPM) and other non-statutory sources where applicable. Osman Mufti has extensive knowledge and experience assisting with these state and federal transportation funding and contracting requirements, and recently updated a comprehensive and detailed contract procurement policy for a transportation client.

- *Real Property Transactions and Right of Way Acquisitions:* The Firm has experience in negotiating and acquiring real property for public agencies, including right of way acquisitions for local and state projects consistent with Caltrans LAPM requirements. We are familiar with the statutory rules applicable to NVTa, a joint powers agency. We have handled negotiations and arbitrations to determine the fair market value of property and have negotiated and drafted lease agreements and long-term use agreements. This experience makes our attorneys suited to assist in NVTa's current property related projects including the Vine Trail right of way acquisitions, project approvals, and construction matters.
- *Land Use and Environmental:* Our attorneys have experience advising cities and counties on general plan, zoning, use permits, subdivision maps, and other land use entitlement matters. Although NVTa is not involved in these types of land use decisions, it does participate in project planning which is impacted by these planning and land use principles. In addition, NVTa makes administrative decisions which require similar due process and fairness safeguards. The Firm's attorneys also have extensive experience complying with and advising on the preparation of adequate Environmental Impact Reports, Negative Declarations, Mitigated Negative Declarations, and other environmental documents required pursuant to CEQA, as well as experience coordinating NEPA compliance. We have also defended public agencies against third-party challenges and litigation on procedural and substantive aspects of adopted environmental documents.
- *Contracting Assistance:* In addition, to transportation funding related contracts, the Firm has significant experience in drafting and reviewing contracts, funding agreements, professional services, procurement documents, and contracting policies to ensure compliance with contracting laws and requirements. Our attorneys can handle competitive bidding and public works contracting requirements, including bid dispute matters and prevailing wage requirements. In addition, our Firm has drafted, negotiated, and enforced construction contracts, including a recent contract for a large-scale habitat restoration project in the Delta.
- *Transportation Development Act and Other Transportation Laws:* We have experience advising agencies with the state Transportation Development Act (TDA), which established and governs the Local Transportation Fund (LTF) utilizing sales taxes to fund transit services and other modes of transportation in each county. Our Firm has extensive experience with understanding and interpreting the TDA and all other state and federal laws relating to transportation funding and regulation.

- *Local Transportation Authorities:* Our attorneys have experience representing and advising self-help counties with enacting transportation sales and use taxes. Ms. Gillick has assisted local transportation authorities with ballot measures to become and remain self-help counties and comply with the Local Transportation Authority and Improvement Act requirements. These past and current experiences assist in providing knowledgeable assistance to NVT-A-TA related to compliance with Measure T and the applicable public utility code requirements.
- *Paratransit and Vanpooling organizations:* For many years, our attorneys have advised consolidated transportation services agencies and transportation-related joint powers authorities (JPAs) on procurement matters, ADA Compliance, Title VI compliance, and other matters.
- *Insurance, Liability, and Risk Management:* Assisting clients with evaluating exposure to liability and developing strategies to minimize risks, including, where appropriate, through insurance coverage and public risk-sharing programs. We provide advice and assistance in the administration of general liability risk management and insurance programs. In addition, our attorneys assist public agencies to comply with the California Government Claims Act and manage and defend liability claims and related litigation.
- *Labor and Employment Services:* The Firm also stands ready to assist NVT-A with employment and personnel matters. Our Labor and Employment Law division is the largest in the Firm. Many of our attorneys focus on public agency employment law, including hiring, separation, reviews, discrimination, harassment, the Americans with Disabilities Act, payroll and leave requirements, and other regulatory compliance requirements. Our Firm attorneys have a deep understanding and unrivaled experience when it comes to traditional labor law in California, boasting a former PERB General Counsel and two former advisors to PERB Board members, as well as Tim Yeung, the author of the California PERB Blog. Others focus on Human Resources consulting, advising on leave policies, general personnel rules and regulations, and risk management issues. Our Firm's non-attorney consultants bring decades of experience as leaders in labor relations, human resources, and risk management for public agencies.
- *Investigations:* Similarly, Sloan Sakai is often called upon to conduct investigations into allegations of harassment, discrimination, retaliation, ethics violations, misuse of public resources, workplace fraud, violence, and other kinds of misconduct in the workplace. We have experience conducting all forms of personnel investigations, including high-profile and politically sensitive situations involving elected officials, law enforcement, department heads and other high-ranking employees. We are unique among our peers in offering

several non-attorney licensed private investigators to conduct workplace investigations. Both our attorneys and non-attorney licensed private investigators employ sound investigative procedures to provide thorough and defensible investigative reports or findings. The investigations team integrates the experience and knowledge of the Firm's consultants with the legal acumen of its attorneys for a holistic approach to investigations. We also routinely perform training on employment issues, including training on: AB 1825; labor relations and grievance processing; and investigations.

- *Litigation Services:* This includes representation on claims and litigation filed by or against public agencies and/or coordinating with outside counsel hired to provide special expertise, as well as litigation defense through a public risk-sharing program. We have a heightened sensitivity to the need for local agencies to receive proactive legal advice to minimize exposure to expensive and risky litigation. While the proposed team takes a proactive approach to addressing potential claims in an effort to avoid expensive and resource consuming litigation, the team also has extensive litigation experience defending agency policies, actions, and ordinances. This experience includes expertise in writ and injunctive relief cases, employment and/or labor litigation, dangerous conditions of public property claims, contract disputes, and environmental and land use matters. Our attorneys have an impressive record of success at terminating lawsuits on summary judgment and on settling litigation on a favorable basis prior to hearing. But where it is necessary to go the distance, we have skilled trial lawyers who are at home in the courtroom and in front of juries. Sloan Sakai is also regularly called upon by the League of California Cities and CSAC to write amicus briefs to the Supreme Court and Court of Appeal on cutting edge legal issues.
- *Understanding of Bay Area and Napa Valley Interagency Relationships:* In addition to current services to NVTa, the Firm provides General Counsel services to the Local Agency Formation Commission of Napa County and the Napa County Fair Association, and has provided labor and employment advice to a number of entities throughout Napa County over the years, including the City of Napa. These activities have allowed us to know and understand many of the Napa Valley jurisdictions and interagency relationships.

V. STAFFING AND PROJECT ORGANIZATION

The Firm proposes the following team, with Senior Counsel DeeAnne Gillick continuing as project lead, with primary assistance from Senior Counsel Osman Mufti. However, all Firm resources would be available to NVTa as needed. Full team resumes can be found in **Appendix A**, and all Firm attorney profiles may be viewed on our website at sloansakai.com.

DeeAnne Gillick joined the Firm in 2018 as Senior Counsel after serving as Interim City Attorney for the City of Rocklin. She worked for the City of Rocklin for over five years in the roles of Deputy City Attorney, Interim City Attorney, and Assistant City Attorney. She currently serves as general counsel to Napa Valley Transportation Agency, the Local Agency Formation Commission of Napa County, Placer County Transportation Planning Agency, Lassen County Transportation Commission, and the El Dorado County Water Agency and assists with general and special counsel services for Sloan Sakai's public agency group clients. Prior to her City Attorney work with the City of Rocklin, Ms. Gillick was a partner with a Stockton firm in their public agency and land use practice group, where she worked for over 12 years. Ms. Gillick has been representing public agencies for more than 23 years and her experience covers the full array of issues that confront a public agency, including contract review, compliance with open meetings and public records laws, conflicts of interest, employment issues, CEQA, real property transactions, public works contracts, Proposition 218 rates, and other aspects of public agency law. She has served as meeting counsel for a wide range of public agencies including city councils, planning commissions, board of supervisors, civil service commissions, council of governments, and other joint powers agency boards. In addition to her general and special counsel work she has represented public agencies in government tort claims litigation, code compliance, and writ of mandamus actions, including CEQA challenges. Ms. Gillick taught Real Property:Land Use, and Water Law as an adjunct professor at Humphreys School of Law. She began her career as a Deputy County Counsel for San Joaquin County in 1996.

Osman I. Mufti is Senior Counsel providing general counsel services to public agencies, with a focus on the use of Federal and State funds and related procurement and contractual requirements. Mr. Mufti has advised public agencies regarding the Brown Act, public records laws, conflicts of interest, public contracting, and real property matters, including right of way acquisitions. Mr. Mufti began his career specializing in local government law in 2009 and served as Assistant County Counsel in Vanderburgh County, Indiana. He subsequently served as an Assistant City Attorney for the City of Evansville, Indiana for over five years and has substantial practical knowledge in addressing issues concerning public agencies. In his capacity as an Assistant City Attorney, he has advised municipal utility departments, the department of parks and recreation, the building authority, and Police and Fire departments regarding all transactional matters. Mr. Mufti has significant experience drafting ordinances and resolutions for councils, boards, and commissions as well as experience drafting and negotiating professional service agreements and related contracts.

Mr. Mufti currently serves as general counsel to the Nevada County Transportation Commission, and South Placer Wastewater Authority. He also assists with General Counsel services to Capital SouthEast Connector JPA, Paratransit, Inc., and SACOG. He specializes exclusively in transactional matters.

Genevieve Ng is a Partner with the Firm and is a readily available resource to all of our clients to advise HR and other staff on a myriad of employee relations issues. She also oversees our team of investigators. A graduate of the University of Santa Clara Law School, Ms. Ng brings to the Firm and its clients experience in labor law, labor relations, employment law and advice from a practical human resources perspective.

Ms. Ng has valuable experience working closely with public agency employers including cities, counties, and school districts in the area of labor relations. She regularly practices before the Public Employment Relations Board (PERB). Ms. Ng represents employers at every stage of the PERB Process from drafting responses to unfair practice charges to informal settlement conferences and hearings and drafting post-hearing and appeal briefs. Ms. Ng also represents employers in contract interpretation and disciplinary issues before private arbitrators. She has served as legal counsel during negotiations for successor collective bargaining agreements for school districts.

Ms. Ng also serves as counsel to public agency and non-profit employers on personnel policies, discipline, discrimination and harassment complaints, leaves, hiring and terminations, among other employment issues. Ms. Ng has been integral to the Firm's Investigative Group, coordinating, facilitating, overseeing, and/or handling workplace investigations. She has direct experience in conducting workplace investigations related to disciplinary matters and employee complaints of discrimination and harassment. She has either conducted or overseen over a hundred investigations. Ms. Ng also conducts trainings for clients on AB 1825 Workplace Harassment Prevention Training for Supervisors.

Nancy Miller is a Partner with the Firm and has over 30 years of experience in providing legal services to numerous public agency and private clients, including cities, counties, local agency formation commissions (LAFCo), special districts, joint powers authorities, transportation commissions, and councils of governments. Ms. Miller provides a full range of litigation services in both trial and appellate courts, including the California Supreme Court. Prior to joining the Firm in 2015, Ms. Miller was the President of Miller & Owen, a Sacramento law firm that provided legal services across California. Ms. Miller is a "preeminent lawyer," the highest ranking by Martindale-Hubbe, and since 2004 she has been rated as a "Super Lawyer" by "Law and Politics" magazine. From 2000-2010, Ms. Miller served as an Adjunct Professor of Law at the University of the Pacific, McGeorge School of Law teaching Local Government Law, and currently serves on the Board of Governors of the University of California, Hastings College.

Kirk Trost is a Partner with the Firm and has almost 35 years of experience providing broad representation to local and regional public agencies. He has handled complex transactions and litigation, including the formation of numerous regional and statewide joint powers authorities. He has particular expertise in working with local and regional governments on challenging multi-

jurisdictional projects, and has extensive experience advising clients on and litigating all aspects of public agency law, including transportation, land use, zoning and planning, the California Environmental Quality Act (CEQA), real property entitlements, police power, Brown Act, Public Records Act, code enforcement, telecommunications, and intergovernmental relations.

Prior to joining Sloan Sakai, Mr. Trost served as in-house counsel to the Sacramento Area Council of Governments (SACOG). He also served as SACOG's Chief Operating Officer from 2011 to 2018, and as interim Chief Executive Officer in 2016 and 2017. Mr. Trost continues to serve as SACOG's General Counsel.

In addition to his general counsel and executive responsibilities at SACOG, Mr. Trost led a number of regional initiatives, including: negotiations for, and implementation of, the Sacramento region's bike share system, litigation before the Surface Transportation Board to ensure the safe transportation of crude oil in northern California, implementation of a universal transit fare pass system for the region, efforts to bring back streetcars to Sacramento and West Sacramento, and implementation of CEQA streamlining for transit priority and infill development projects. Mr. Trost also played a key role in the development of California Senate Bill 375, the Sustainable Communities and Climate Protection Act of 2008, and in its implementation in the Sacramento region and statewide.

Madeline E. Miller is Senior Counsel providing general representation to public agencies, with an emphasis on litigation. She regularly advises local agencies on public contracting and governmental transparency laws. In the litigation arena, she has defended public agencies in CEQA action, contract claims, and writ of mandate proceedings. She has also defended public agency employers against claims involving workplace discrimination, harassment, and retaliation. Ms. Miller has represented clients in administrative hearings and participated in litigation at both the trial court and appeals court levels. Ms. Miller has also handled a variety of matters involving the California Environmental Quality Act, real property transactions, and local agency formation commissions. She has been representing public agencies for over 18 years and has worked for Sloan Sakai and its predecessor law firm for 16 years.

We are not aware of any potential or actual conflicts of interest with our continued representation of NVTVA.

VI. COST PROPOSAL

Sloan Sakai proposes to continue to provide Legal Services to NVTa at discounted public agency hourly rates, the same rates of our existing contract with NVTa, for the first year of the proposed contract as follows:

DeeAnne Gillick	\$ 280
Osman Mufti	\$ 235
Genevieve Ng	\$ 315
Nancy Miller	\$ 300
Kirk Trost	\$ 350
Madeline Miller	\$ 245
Other Associates and Senior Counsel	\$ 240 - \$ 300
Other Partner and Of Counsel	\$ 300 - \$ 350
Paralegal/Legal Support	\$ 105 - \$ 185

We propose modest yearly adjustments to our legal services rates after the first year of the proposed contract. Under the proposed contract with NVTa, the Firm would charge the same rates for both transactional and litigation matters. A further breakdown of these rates can be provided, if necessary, for compliance with federal and state contracting requirements.

We use a computerized billing system that is capable of tracking multiple account codes for billing each of our clients. We bill on a monthly basis for services performed and costs incurred to the tenth of the hour. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice.

The Firm charges separately for certain costs in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery, and messenger services. For major disbursements to third parties, invoices may be sent directly to the client for payment. The Firm also bills for time spent traveling on a client's behalf at our normal rates; however, we propose charging one-half time for attorney travel time to the NVTa offices.

You may terminate our services at any time, subject to any applicable requirements for withdrawal of counsel imposed by a tribunal. The Firm reserves the right to withdraw from the representation for failure of the client to make timely payment of fees, costs, and disbursements in accordance with the fee arrangement described in this letter, or for any other reason permitted by the applicable Rules of Professional Conduct.

VII. EXCEPTIONS TO THE AGREEMENT

The Firm does not have any exceptions to the NVTAs sample agreement at this time.

APPENDIX A

Team Resumes and State Bar of California Profiles



SACRAMENTO OFFICE

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PRACTICE AREAS

Public Agency Law
Environmental/CEQA
Contracts
Litigation

BAR ADMISSION

California December 1995

United States District Court, Eastern
District of California

EDUCATION

University of the Pacific, JD, 1995
With Distinction

Santa Clara University, BS, 1991

DeeAnne Gillick

Senior Counsel

EXPERIENCE

DeeAnne Gillick is Senior Counsel with Sloan Sakai Yeung & Wong LLP. Ms. Gillick advises various public agencies, including transportation planning agencies, joint powers authorities, local agency formation commissions, councils of government, redevelopment successor agencies and oversight boards, and special districts, as well as non-profit organizations serving as quasi-public agencies. Ms. Gillick serves as general and special counsel, providing advice and counsel on open government laws, public contracting and bidding, state and federal transportation law, environmental matters, CEQA compliance, LAFCo law, public employment and human resources, ethics and conflicts of interest, legislation, and related litigation matters.

Before her current practice with the firm, Ms. Gillick was in the City Attorney's Office for the City of Rocklin for over five years, including serving as the Interim City Attorney. Prior to working for the City of Rocklin, Ms. Gillick was a Partner with the law firm of Neumiller & Beardslee in Stockton, California where she practiced in the Land Use and Public Agency Practice Group. Her clients included the County of San Joaquin as Special Water Counsel, the City of Stockton Civil Service Commission, San Joaquin Council of Governments, Stanislaus Council of Governments, the City of Hughson, and other public agencies and special districts. She started her representation of public agencies as a Deputy County Counsel for San Joaquin County advising the planning department, the planning commission, the environmental health department, the water resources department, the Advisory Water Commission, and handling code enforcement, employee discipline, and litigation matters.

Ms. Gillick has represented public agencies her entire legal career with over twenty-two years of experience including serving as deputy county counsel, city attorney, and representing a variety of public agencies, special districts and joint powers agencies as general counsel and special counsel. In addition, she taught Property-Land Use and Water Law as an Adjunct Professor at Humphreys College School of Law in Stockton, California.

Ms. Gillick provides training to clients' staff on a variety of topics, including compliance with the Brown Act and, conflicts laws, and AB1234 ethics training.



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omufti@sloansakai.com

PRACTICE AREAS

Government Law

Public Agency Law

BAR ADMISSION

California

Indiana

District of Columbia

EDUCATION

University of Dayton School of Law,
JD

University of Evansville,
BS and BA

Osman I. Mufti

Senior Counsel

EXPERIENCE

Osman I. Mufti is Senior Counsel with Sloan Sakai Yeung & Wong LLP. Mr. Mufti represents and advises public agencies, joint powers authorities, special districts and local agency formation commissions. Mr. Mufti advises public agencies regarding matters related to public contracting and procurement, the Brown Act, conflicts of interest, and public records laws. His representation includes negotiating and drafting complex service agreements and contracts and advising public agency Boards, Commissions, Councils and staff regarding applicable law.

Mr. Mufti has previously served as an Assistant City Attorney for the City of Evansville, Indiana, and represented various municipal departments including the Airport Authority District, the Water and Sewer Utility, the Board of Public Works, Evansville Fire Department, Evansville Police Department, Department of Parks and Recreation, among other municipal departments. His responsibilities included drafting ordinances, resolutions, contracts and negotiating agreements with third parties and other public agencies. In his capacity as Assistant City Attorney, he regularly advised the Mayor's office, department executives and city staff regarding public procurement, real estate matters, public works projects and pending legislation.

RELATED EXPERIENCE

In addition to representing government agencies, Mr. Mufti has substantial experience practicing immigration law and regularly assists public and private employers with the H-1B and labor certification process. He frequently advises clients regarding employment-based immigration matters and is a member of the American Immigration Lawyers Association.

Mr. Mufti is admitted to practice in California, Indiana and the District of Columbia. He previously served as a member of the City of Davis Recreation and Parks Commission.



Genevieve Ng

Partner

EXPERIENCE

A graduate of the University of Santa Clara Law School, Genevieve Ng brings to the firm and its clients experience in labor law, labor relations, employment law and advice from a practical human resources background.

In the last several years, Ms. Ng has valuable experience working closely with public agency employers including cities, counties and school districts in the area of labor relations. She practices regularly before the Public Employment Relations Board, representing employers at informal settlement conferences and hearings, drafting responses to unfair practice charges, post-hearing briefs and appeal briefs before the PERB Board. Ms. Ng also represents employers in contract interpretation and disciplinary issues before private arbitrators. She has served as legal counsel during negotiations for successor collective bargaining agreements for school districts.

Ms. Ng also provides counseling to public agency and non-profit employers on personnel policies, discipline, discrimination and harassment complaints, leaves, hiring and terminations among other employment issues. Ms. Ng also conducts trainings for clients on AB 1825 Workplace Harassment Prevention Training for Supervisors. She has experience in conducting workplace investigations related to disciplinary matters and employee complaints of discrimination and harassment.

RELATED EXPERIENCE

Ms. Ng was an extern with the National Labor Relations Board., Region 20, where she investigated unfair labor practices and oversaw secret ballot elections. In her previous work as a summer clerk with two different law firms in Grand Rapids, she worked on behalf of employers in labor and employment issues including arbitration and NLRB matters, finding time to also perform pro bono work.

Prior to law school, Ms. Ng was the Director of Attorney Recruitment at a large firm in Grand Rapids, Michigan and a member of the Grand Rapids Bar Association Minority Clerkship Committee.

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PRACTICE AREAS

Employment Law & Litigation

Labor Relations & Labor Law

Investigations

BAR ADMISSION

California

United States Court of Appeals for the
Ninth District

United States District Court for the
Northern and Eastern Districts of
California

EDUCATION

Santa Clara University, JD

University of San Francisco,
BA, *cum laude*



Nancy C. Miller

Partner

EXPERIENCE

Ms. Miller has over 30 years of experience in providing legal services to numerous public agency and private clients, including cities, counties, local agency formation commissions (LAFCo), special districts, joint powers authorities, transportation commissions, and councils of governments. Ms. Miller provides a full range of litigation services in both trial and appellate courts including the California Supreme Court.

RELATED EXPERIENCE

Prior to joining Sloan Sakai Yeung & Wong LLP, Ms. Miller was the President of Miller & Owen, a Sacramento law firm that provided legal services across California. Ms. Miller is a “preeminent lawyer,” the highest ranking by Martindale-Hubbe, and since 2004, she has been rated as a “Super Lawyer” by “Law and Politics” magazine. From 2000-2018, Ms. Miller served as an Adjunct Professor of Law at the University of the Pacific, McGeorge School of Law, teaching Local Government Law and currently serves on the Board of Governors of the University of California, Hastings College of Law, in San Francisco.

REPRESENTATIVE PUBLISHED DECISIONS

- *Board of Supervisors v. Sacramento County Local Agency Formation Commission* (1992) 3 Cal.4th 93, where Ms. Miller was lead counsel defending LAFCo in litigation challenging LAFCo’s approval of an incorporation on constitutional, statutory, CEQA, and land use law grounds. A unanimous Supreme Court upheld LAFCO’s actions.
- *Cequel III Communications I, LLC v. Nevada County Local Agency Formation Commission* (2007) 149 Cal.App.4th 310, where Ms. Miller successfully represented the Truckee Donner Public Utility District in this action challenging a decision by the Nevada County Local Agency Formation Commission. The Plaintiff in the action was a cable company seeking to prevent the District from providing broadband and other services. The Superior Court ruled in favor of the District and Nevada LAFCo. The Plaintiff appealed the decision and after briefing and oral argument, the decision was upheld in favor of the District and Nevada LAFCo.

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PRACTICE AREAS

Public Agency Law & Litigation

Environmental Law

Transportation Law

Joint Powers Authority Law

Special District Law

BAR ADMISSION

California

California Supreme Court

US District Court, Northern District

US District Court, Eastern District

US Supreme Court

EDUCATION

University of CA,

Hastings College of Law, JD

Stanford University, BA

- *Beach-Courchesne v. City of Diamond Bar* (2000) 80 Cal.App.4th 388, where Ms. Miller acted as amicus counsel to a number of counties objecting to the redevelopment plan of the City of Diamond Bar. The Court unanimously agreed with the County's position and invalidated the plan.
- *County of Solano v. Vallejo Redevelopment Agency* (1999) 75 Cal.App.4th 1262, where Ms. Miller acted as lead counsel in litigating on behalf of the County of Solano against the redevelopment agency. The issue involved the financing of more than \$30 million of improvements and CEQA issues. The dispute was successfully resolved in the County's favor and Ms. Miller received an award of attorney's fees.

SELECTED PRESENTATIONS

- Moderator, "Connecting LAFCOs and COGs for Mutual Benefit," CALAFCO Annual Conference (2014)
- Presenter, "Integrating Sustainable Communities Strategies with the LAFCo Application Process," CALAFCO Conference (2012)
- Presenter, "Community Choice Aggregation Act: Where Are We Now?," Senate Select Committee on Renewable Energy (2010)

COMMUNITY ACTIVITIES

- Board of Governors, University of California, Hastings College of Law
- President, California Commission on Autism Foundation
- Governor Appointee, Board Member, California High-Speed Rail Authority
- Past Governor Appointee, Board Member, California Citizen Compensation Commission
- Past Board Member, California Musical Theater (2010 – 2016)
- Board Member, KVIE Public Broadcasting Station
- Past Board Member, Sacramento Federal Judicial Library and Learning Center Foundation
- Chairman, Judicial Selection Committee, U.S. District Court, Eastern District
- Member, Sacramento County Bar Association, Court Funding Task Force
- Member, Sacramento County Bar Association, Public Law Section
- Member, State Bar of California, Public Law Section



SACRAMENTO OFFICE

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ktrost@sloansakai.com

PRACTICE AREAS

Public Agency Law & Litigation

Transportation Law

Environmental Law

Joint Powers Authority Law

BAR ADMISSION

California

California Supreme Court

US District Court, Northern District

US District Court, Eastern District

US Court of Appeals,
Ninth Circuit

US Supreme Court

EDUCATION

University of CA, Davis,
King Hall School of Law, JD

University of Kent,
Canterbury, England, MA

St. Mary's College of California, BA

Kirk Trost

Partner

Mr. Trost has almost 35 years of experience providing broad representation to local and regional public agencies. He has handled complex transactions and litigation, including the formation of numerous regional and statewide joint powers authorities. He has particular expertise in working with local and regional governments on challenging multi-jurisdictional projects, and has extensive experience advising clients on and litigating all aspects of public agency law, including transportation, land use, zoning and planning, the California Environmental Quality Act (CEQA), real property entitlements, police power, Brown Act, Public Records Act, code enforcement, telecommunications, and intergovernmental relations.

EXPERIENCE

Prior to joining Sloan Sakai, Mr. Trost served as in-house counsel to the Sacramento Area Council of Governments (SACOG). He also served as SACOG's Chief Operating Officer from 2011 to 2018, and as interim Chief Executive Officer in 2016 and 2017. Mr. Trost continues to serve as SACOG's General Counsel.

In addition to his general counsel and executive responsibilities at SACOG, Mr. Trost led a number of regional initiatives, including:

- Negotiations for, and implementation of, the Sacramento region's bike share system
- Litigation before the Surface Transportation Board to ensure the safe transportation of crude oil in northern California
- Implementation of a universal transit fare pass system for the region
- Efforts to bring back streetcars to Sacramento and West Sacramento
- Implementation of CEQA streamlining for transit priority and infill development projects

Mr. Trost also played a key role in the development of California Senate Bill 375, the Sustainable Communities and Climate Protection Act of 2008, and in its implementation in the Sacramento region and statewide.

PRIOR EXPERIENCE

Prior to joining SACOG, Mr. Trost was a Partner with Miller, Owen & Trost, where he received Martindale-Hubbell's "preeminent" ranking and was perennially designated a "Super Lawyer" by his peers.

While at Miller, Owen & Trost, Mr. Trost served as general counsel for multiple joint powers authorities and as special counsel to numerous cities, counties, and other public agencies. He specialized in all aspects of public infrastructure, including financing, bidding and procurement, land acquisition and eminent domain, and construction disputes.

Representative matters include:

- Development of transportation projects, including every extension of Sacramento Regional Transit's light rail network after the initial starter line in 1987, rails-to-trails acquisitions, initiation of Phoenix's Metro Light Rail System, and freight movement for the U.S. Department of Energy
- Creation of the Woodland-Davis Clean Water Agency, which now delivers clean surface water to Woodland, Davis, and U.C. Davis
- Formation of, and general counsel for, the Bizz Johnson Highway Interchange JPA as a financing mechanism to build interchanges on Highway 65 and facilitate development in the Highway 65 corridor in Placer County
- Formation of the South Placer Wastewater Authority to finance the construction of wastewater facilities

COMMUNITY ACTIVITIES

Mr. Trost has served as an Adjunct Professor of Law at the University of the Pacific, McGeorge School of Law, teaching Local Government Law; as a mediator for the United States District Court for the Eastern District of California; as President of the Yolo County Court Appointed Special Advocates; on the executive committee of the State Bar's Public Law Section; on numerous committees and task forces for the Davis Joint Unified School District; and as a Senior Fellow of the Mountain Valley Chapter of the American Leadership Forum.



Madeline E. Miller

Senior Counsel

EXPERIENCE

Madeline E. Miller is Senior Counsel with Sloan Sakai Yeung & Wong LLP. Ms. Miller's practice involves representation of public agencies, in both civil litigation and transactions. Ms. Miller defends clients in employment litigation and represents clients in matters involving the California Environmental Quality Act, real property transactions, contracts and local agency formation commissions.

Ms. Miller represents clients in administrative hearings and she participates in litigation at both the trial court and appeals court levels.

Before her current practice with the firm, Ms. Miller was an Associate Attorney at Kronick Moskowitz Tiedemann & Girard, where she practiced in the area of Water Law. In that position, she assisted in litigation and regulatory compliance involving water districts, water agencies, and municipalities. She participated in administrative proceedings before the State Water Resources Control Board. During law school, Ms. Miller was a law clerk at the firm of Ellison, Schneider & Harris, where she assisted the firm in its representation of clients in California Environmental Quality Act litigation.

Ms. Miller was appointed for two terms as a member of the Placer County Fairgrounds Revitalization Committee, and she remains a member. She was appointed by the Placer County Board of Supervisors to the Committee, which was formed to provide advice to Placer County on ongoing and future operations of its Fairgrounds. Ms. Miller also serves on the Board of Directors for Roseville Community Preschool, a non-profit organization.

RELATED EXPERIENCE

Since 2016, Ms. Miller has provided pro bono services as General Counsel to the Board of Directors for Roseville Community Preschool, a non-profit organization devoted to play-based early childhood education and advocacy for play. Ms. Miller also served her community through her appointment by the Placer County Board of Supervisors to its Fairgrounds Revitalization Committee. Ms. Miller served on the Committee from its inception in 2014 until its successful conclusion in 2019. The Committee was formed to provide advice to Placer County on ongoing and future operations of its Fairgrounds.

SACRAMENTO OFFICE

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PRACTICE AREAS

Litigation

Public Agency Law

Employment Law

Environmental Law

Water Law

Appeals & Writs

BAR ADMISSION

California

United States District Court,
Eastern District of CA

EDUCATION

University of Pacific, JD, *with distinction*

University of San Diego
BA, *magna cum laude*



The State Bar of California

DeeAnne Marie Gillick #179218

License Status: Active

Address: Sloan Sakai Yeung & Wong LLP, 555 Capitol Mall Ste 600, Sacramento, CA 95814-4581

County: Sacramento County

Phone Number: (916) 258-8800

Fax Number: Not Available

Email: dgillick@sloansakai.com

Law School: McGeorge SOL Univ of the Pacific; CA

Below you will find all changes of license status due to both non-disciplinary administrative matters and disciplinary actions.

Date	License Status	Discipline	Administrative Action
Present	Active		
12/11/1995	Admitted to The State Bar of California		

Additional Information:

- Explanation of licensee status
- Explanation of disciplinary system
- Explanation of disciplinary actions
- Copies of official licensee discipline records are available upon request

CLA Sections: Public Law

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The State Bar of California

Osman Idris Mufti #308248

License Status: Active

Address: Sloan Sakai Yeung & Wong LLP, 555 Capitol Mall Ste 600, Sacramento, CA 95814-4581

County: Sacramento County

Phone Number: (812) 455-5558

Fax Number: Not Available

Email: omufti@sloansakai.com

Law School: Univ of Dayton SOL; Dayton OH

Below you will find all changes of license status due to both non-disciplinary administrative matters and disciplinary actions.

Date	License Status	Discipline	Administrative Action
Present	Active		
12/28/2015	Admitted to The State Bar of California		

Additional Information:

- Explanation of licensee status
- Explanation of disciplinary system
- Explanation of disciplinary actions
- Copies of official licensee discipline records are available upon request

CLA Sections: Public Law

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The State Bar of California

Genevieve Y Ng #241179

License Status: Active

Address: Sloan Sakai Yeung & Wong LLP, 1220 7th St Ste 300, Berkeley, CA 94710-1400

County: Alameda County

Phone Number: (415) 678-3830

Fax Number: (415) 678-3838

Email: gng@sloansakai.com

Law School: Santa Clara Univ SOL; Santa Clara CA

Below you will find all changes of license status due to both non-disciplinary administrative matters and disciplinary actions.

Date	License Status	Discipline	Administrative Action
Present	Active		
12/6/2005	Admitted to The State Bar of California		

Additional Information:

- Explanation of licensee status
- Explanation of disciplinary system
- Explanation of disciplinary actions
- Copies of official licensee discipline records are available upon request

CLA Sections: Labor & Employment

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Nancy Catherine Miller #84225

License Status: Active

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County: Sacramento County

Phone Number: (916) 258-8817

Fax Number: (916) 258-8801

Email: nmiller@sloansakai.com

Law School: UC Hastings COL; San Francisco CA

Below you will find all changes of license status due to both non-disciplinary administrative matters and disciplinary actions.

Date	License Status	Discipline	Administrative Action
Present	Active		
11/29/1978	Admitted to The State Bar of California		

Additional Information:

- Explanation of licensee status
- Explanation of disciplinary system
- Explanation of disciplinary actions
- Copies of official licensee discipline records are available upon request

CLA Sections: Public Law

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Kirk Edward Trost #127097

License Status: Active

Address: Sloan Sakai Yeung & Wong LLP, 555 Capitol Mall Ste 600, Sacramento, CA 95814-4581

County: Sacramento County

Phone Number: (916) 213-7933

Fax Number: Not Available

Email: ktrost@sloansakai.com

Law School: UC Davis SOL King Hall; Davis CA

Below you will find all changes of license status due to both non-disciplinary administrative matters and disciplinary actions.

Date	License Status	Discipline	Administrative Action
Present	Active		
12/11/1987	Active		
1/1/1987	Inactive		
12/22/1986	Admitted to The State Bar of California		

Additional Information:

- Explanation of licensee status
- Explanation of disciplinary system
- Explanation of disciplinary actions
- Copies of official licensee discipline records are available upon request

CLA Sections: Environmental Law
Public Law

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The State Bar of California

Madeline Elaine Miller #221568

License Status: Active

Address: Sloan Sakai Yeung & Wong, 555 Capitol Mall Ste 600, Sacramento, CA 95814-4581

County: Sacramento County

Phone Number: (916) 258-8815

Fax Number: Not Available

Email: mmiller@sloansakai.com

Law School: McGeorge SOL Univ of the Pacific; CA

Below you will find all changes of license status due to both non-disciplinary administrative matters and disciplinary actions.

Date	License Status	Discipline	Administrative Action
Present	Active		
12/3/2002	Admitted to The State Bar of California		

Additional Information:

- Explanation of licensee status
- Explanation of disciplinary system
- Explanation of disciplinary actions
- Copies of official licensee discipline records are available upon request

CLA Sections:

Labor & Employment

Public Law

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APPENDIX B

DBE Form

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS				
AGENCY: <u>Napa Valley Transportation Authority</u> LOCATION: _____				
PROJECT DESCRIPTION: <u>Legal Services</u>				
TOTAL CONTRACT AMOUNT: \$_____				
PROPOSAL DATE: <u>June 15, 2020</u>				
PROPOSER'S NAME: <u>Sloan Sakai Yeung & Wong LLP</u>				
CONTRACT ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs <small>(Must be certified on the date bids are opened - include DBE address and phone number)</small>	PERCENTAGE OF DBE
	None			
For Local Agency to Complete: Local Agency Contract Number: _____ Federal Aid Project Number: _____ Federal Share: _____ Contract Award Date: _____ Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> Print Name _____ Signature _____ Date _____ </div> Local Agency Representative (Area Code) Telephone Number: _____			Total Claimed Participation	\$ _____ _____ 0.0 %
			 Signature of Proposer <u>6/15/2020</u> (916) 258-8800 <hr/> Date (Area Code) Tel. No.	
For Caltrans Review: <div style="display: flex; justify-content: space-between; margin-top: 20px;"> Print Name _____ Signature _____ Date _____ </div> Caltrans District Local Assistance Engineer			Local Agency Bidder - DBE Commitment(Rev 3/09)	

EXHIBIT B
COMPENSATION RATES

<u>Description</u>	<u>Rate/Hour</u>
DeAnne Gillick	\$280.00
Osman Mufti	\$235.00
Genevieve Ng	\$315.00
Nancy Miller	\$300.00
Kirk Trost	\$350.00
Madeline Miller	\$245.00
Other Associates and Senior Counsel	\$240.00-\$300.00
Other Partner and Of Counsel	\$300.00-\$350.00
Paralegal/Legal Support	\$105.00-\$185.00

Rates shown are fixed for the first year term of the Agreement and may be subject to adjustment as negotiated and agreed upon by both Parties.

Sloan Sakai proposes to continue to provide Legal Services to NVTa at discounted public agency hourly rates, the same rates of our existing contract with NVTa, for the first year of the proposed contract as follows:

DeeAnne Gillick	\$ 280
Osman Mufti	\$ 235
Genevieve Ng	\$ 315
Nancy Miller	\$ 300
Kirk Trost	\$ 350
Madeline Miller	\$ 245
Other Associates and Senior Counsel	\$ 240 - \$ 300
Other Partner and Of Counsel	\$ 300 - \$ 350
Paralegal/Legal Support	\$ 105 - \$ 185

We propose modest yearly adjustments to our legal services rates after the first year of the proposed contract. Under the proposed contract with NVTa, the Firm would charge the same rates for both transactional and litigation matters. A further breakdown of these rates can be provided, if necessary, for compliance with federal and state contracting requirements.

We use a computerized billing system that is capable of tracking multiple account codes for billing each of our clients. We bill on a monthly basis for services performed and costs incurred to the tenth of the hour. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice.

The Firm charges separately for certain costs in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery, and messenger services. For major disbursements to third parties, invoices may be sent directly to the client for payment. The Firm also bills for time spent traveling on a client's behalf at our normal rates; however, we propose charging one-half time for attorney travel time to the NVTa offices.

You may terminate our services at any time, subject to any applicable requirements for withdrawal of counsel imposed by a tribunal. The Firm reserves the right to withdraw from the representation for failure of the client to make timely payment of fees, costs, and disbursements in accordance with the fee arrangement described in this letter, or for any other reason permitted by the applicable Rules of Professional Conduct.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

State Legislative and Federal Update and State Bill Matrix

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive the State Legislative update prepared by Platinum Advisors. On Bill, SB 288 (Weiner) was added to the bill matrix. Staff is recommending that the board take a support position.

EXECUTIVE SUMMARY

Attached is the State Legislative which provides a summary of the state budget and how it addresses the \$54 billion deficit. It also summarizes key trailer bills including relief from statutory requirements in the Transportation Development Act and Senate Bill 1.

At the request of the Napa Valley Bicycle Coalition, staff requested that Platinum Advisors add SB 288 (Weiner) to the state bill matrix. The bill would exempt certain active transportation and transit projects from CEQA requirements until January 1, 2021.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

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

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the State Legislative update prepared by Platinum Advisors (Attachment 1) and approve board position recommendations for one bill on the State Bill Matrix (Attachment 2).

COMMITTEE RECOMMENDATION

None

BACKGROUND

State Update

Attached are the State legislative update (Attachment 1) and the State Bill Matrix (Attachment 2). At the request of the Napa Valley Bicycle Coalition, staff requested that Platinum Advisors add SB 288 (Weiner) to the bill matrix. The bill would exempt certain active transportation and transit projects from CEQA requirements until January 1, 2021. The bill would also require that the lead agency enter into a project labor agreement binding all contractors and subcontractors performing work on the project. NVTA has already completed or nearly completed the CEQA process on all transit and active transportation projects it would deliver prior to January 1, 2021.

ALTERNATIVES

The Board could change its position to watch or oppose, unless amended or decide not to act, removing it from the bill matrix.

STRATEGIC GOALS MET BY THIS PROPOSAL

None

ATTACHMENTS

- (1) June 30, 2020 State Legislative Update (Platinum Advisors)
- (2) June 30, 2020 State Bill Matrix (Platinum Advisors)



June 30, 2020

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

Done Deal: Governor Newsom signed the budget agreement and nearly all the trailer bills into law yesterday. The 2020-21 Budget provides for a \$202 billion spending plan that addresses a \$54 billion deficit caused by the COVID-19 recession. There are three budget trailer bills pending in the legislature that will be addressed when the Senate and Assembly return after summer recess. These include a measure on public safety, paid family leave, and a measure to exempt solar facilities from the pending split-roll initiative. The Assembly is currently on their summer recess, and the Senate is scheduled to begin recess on July 2nd – both houses will reconvene on July 13th.

The following summarizes the budget agreement:

- Reserves—The Budget draws down \$8.8 billion in reserves from the Rainy Day Fund (\$7.8 billion), the Safety Net Reserve (\$450 million), and all the funds in the Public School System Stabilization Account.
- Triggers—The Budget includes \$11.1 billion in reductions and deferrals that will be restored if at least \$14 billion in federal funds are received by October 15, 2020.
- Federal Funds—The Budget relies on \$10.1 billion in federal funds that provide General Fund relief, including \$8.1 billion already received.
- Revenues—The Budget suspends the use of net operating losses for medium and large businesses and temporarily limits to \$5 million the amount of business incentive credits a taxpayer can use in any given tax year. These short-term limitations will generate \$4.4 billion in new revenues in the 2020-21 fiscal year.
- Borrowing/Transfers/Deferrals—The Budget relies on \$9.3 billion in special fund borrowing and transfers, as well as other deferrals for K-14 schools.

Transportation Trailer Bill: AB 90 (Chapter 17, Statutes of 2020) was enacted and takes effect immediately. This bill contains changes to transportation statutes, in particular relief for public transit operators. The bills include the following provisions:

- Institutes hold harmless provision for calculation and allocation of State Transit Assistance (STA) Program, STA-State of Good Repair, and Low Carbon Transit Operations Program allocations (Local Revenue Basis Only) for the 2020-

2021 and 2021-2022 budget years. Specifically, this change directs the State Controller to “freeze” for the 2020-21 and 2021-22 budget years the local revenue allocation factors used most recently before the pandemic; and, to allocate to transit agencies funds under these three programs using those same allocation factors, as opposed to updating the factors each year.

- Temporarily suspends the financial penalties associated with the Transportation Development Act’s requirements that transit agencies obtain specified fixed percentages of their operating budgets from passenger fares for the 2020-2021 and 2021-2022 budget years. As transit ridership has declined due to the COVID-19 pandemic, this language would prevent agencies from being penalized due to the ongoing public health crisis.
- Temporarily suspends, for the 2020-2021 and 2021-2022 budget years, the financial penalties associated with the State Transit Assistance Program’s requirement that transit agencies’ operating cost per revenue vehicle hour may not exceed operating cost per revenue vehicle hour adjusted by regional CPI, year over year. Suspending this requirement would prevent transit agencies from being penalized for increasing maintenance and sanitation spending during the ongoing public health crisis.
- Requires retailers of aircraft jet fuel to report quarterly to the California Department of Tax and Fee Administration (CDTFA) on their sales of aircraft jet fuel. This bill makes failure to comply with this requirement subject to a fine. It would further require CDTFA to post the information from these reports online on a quarterly basis to comply with applicable Federal Aviation Administration policy.
- Delays until no later than December 15, 2020 the business plan that the High-Speed Rail Authority was required to submit by May 1, 2020 and requires the independent peer review group to review the plan prior to the authority adopting the plan. Also, eliminates the requirement that the authority provide a project update report to the Legislature on or before March 1, 2021.
- Appropriates \$1,705,000 from the Air Pollution Control Fund for the Department of Motor Vehicles to implement the requirements of SB 210 (Leyva), Chapter 298, Statutes of 2019. The requested funds will allow the DMV to develop an information technology (IT) system that will receive data from the California Air Resources Board regarding heavy-duty truck smog violations to assist the Board in improving its emissions control program for heavy-duty vehicles.

Transportation: Over the next 5 years gasoline excise tax revenue is expected to drop by \$1.8 billion, with \$1.2 billion of the hit being to the 19-20 and 20-21 fiscal years. This shows Department of Finance is assuming a fairly quick economic rebound. The budget year is also forecasting a drop in diesel sales tax revenue, which will impact transit operating funds. However, other funding sources, such as SB 1 vehicle registration fees, are so far stable.

Transit Funds: The Budget adjusts downward the funds allocated to public transit operators via the State Transit Assistance (STA) formula from \$806 million in January to \$528 million. However, the Low Carbon Transit Operations Program (LCTOP) funds remain at \$115 million. The primary source of the drop in STA is the forecast drop in the value of diesel fuel sales. LCTOP was considered stable as the funding source for this

program are cap & trade auction revenues; however, the dismal results from the May 20th auction raises concerns about the stability of the LCTOP funds in 2020-21.

Cap and Trade Expenditure Plan: Adoption of the cap & trade expenditure plan has been deferred until August. *The budget does appropriate \$200,000 to California Air Resources Board (CARB) to begin a rule making process to adopt a 2022 Scoping Plan. Included in this update will be the review and identification of any policies, including the cap & trade auction program, that need to be changed in order to ensure that the 2030 reduction targets are met.*

Climate Catalyst Fund: AB 78 was enacted to create the framework for the Climate Catalyst Revolving Loan program. This could be a potential funding source to finance zero emission vehicles and fueling infrastructure.

While the budget trailer bill would create the Climate Catalyst Revolving Loan Fund Account, the budget does not appropriate any funds for this program. However, AB 78 allows the IBank to accept outside funding for this program, which could allow the IBank to use private funds to finance projects. The trailer bills include the following provisions:

- Defines “climate catalyst project” as any building, structure, equipment, infrastructure, or other improvement within California, or financing the general needs of any sponsor or participating party for operations or activities within the state that are consistent with, and intended to, further the purposes of the act.
- Requires the IBank to administer the fund and provides how the IBank is to administer the moneys, such as authorizing the bank to pledge moneys in the fund as security for the payment on an issuance of bonds for purposes of this act.
- Requires the Strategic Growth Council (SGC), in consultation with the Labor and Workforce Development Agency, to advise the Legislature of potential categories of climate catalyst projects that focus on the state’s key climate mitigation and resilience priorities and inform IBank of the advice provided to the Legislature.
- Requires the IBank to prepare and submit a report, as specified, regarding the fund’s program activities for the preceding fiscal year to SGC, the Governor, and the Legislature.

LEGISLATION:

CEQA Exemptions: Senator Scott Wiener gutted and amended SB 288 to grant an exemption from CEQA review for bicycle, pedestrian and transit projects. This measure is being sponsored by the San Francisco Bay Area Planning and Urban Research Association (SPUR), the Bay Area Council, and the Silicon Valley Leadership Group. SB 288 is currently in the Assembly Rules Committee pending assignment to a policy committee. In summary, SB 288 would exempt from environmental review a specific project that includes the following:

- Publicly accessible zero emission vehicle fueling stations.
- Pedestrian and bicycle facilities.
- A project for the institution or increase of public mass transit, including bus, bus rapid transit, light rail, and passenger rail, or commuter services on existing rail or highway rights of way. This includes modernizing stations, transit priority projects,

the conversion of existing general purpose lanes to HOV lanes, toll lanes, or bus only lanes.

- A project for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes or existing roadway shoulders.
- Rail, light rail, and bus maintenance, repair, storage, administrative, and operations facilities.
- The repair or rehabilitation of publicly owned local, major or minor collector, or minor arterial or major arterial bridges, provided that the repair or rehabilitation does not add automobile capacity

However, the exemption only applies to projects located in an urbanized area or if the project connects two or more urbanized areas, and the lead agency is a public agency. In addition, the project cannot add new automobile capacity and the projects must be completed by a skilled and trained workforce, or use a project labor agreement.



June 30, 2020

Action Items

Bills	Subject	Status	Client - Position
SB 288 (Wiener D) California Environmental Quality Act (CEQA): exemptions.	<p>SB 288 was recently gutted and amended to exempt from CEQA certain transit and bicycle projects. Specifically, the bill includes an exemption from CEQA for the following projects:</p> <ul style="list-style-type: none"> Publicly accessible zero emission vehicle fueling stations. Pedestrian and bicycle facilities. Project for the institution or increase of public mass transit, including bus, bus rapid transit, light rail, and passenger rail, or commuter services on existing rail or highway rights of way, A project for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes or existing roadway shoulders. Rail, light rail, and bus maintenance, repair, storage, administrative, and operations facilities. 	ASSEMBLY RULES	Support

Existing Positions

Bills	Subject	Status	Client Positions
AB 1350 (Gonzalez D) Youth Transit Pass Pilot Program.	<p>AB 1350 (Gonzalez) was introduced last year with the intent of creating a funding program to provide free student bus passes. However, AB 1350 was amended earlier this month to replace the grant program with a mandate on transit operators.</p>	<p>Senate Transp.</p> <p><i>Assemblywoman Gonzalez will not move this bill. To be reintroduced next year.</i></p>	OPPOSE Unless Amended

<p><u>AB 1350</u> (Gonzalez D) (Continued)</p>	<p>As drafted, if a public transit operator wants to receive State Transit Assistance (STA), Transportation Development Act (TDA) or Low Carbon Transit Operations Program (LCTOP) funds then it shall provide free buses to persons 18 years of age and under. While the bill states that these free passes will be counted as a full fare for purposes of farebox calculations, this would still create a significant fiscal impact on transit operators.</p> <p>While the author intends to address the fiscal impact of this bill, on behalf of NVTa we intend to work with the author to include a stable long-term funding source that is sufficient to address the cost impact.</p>		
<p><u>AB 1839</u> (Bonta D) Climate change: California Green New Deal.</p>	<p>AB 1839 proposes a Green New Deal for California.</p> <p>As currently drafted, this measure would establish a policy framework of principles and goals to address negative climate change impacts and inequity. One of the elements of the New deal include increasing affordable housing and public transportation by doubling their current availability by 2030. AB 1839 would create the California Green New Deal Council, which would consist of specified agency secretaries. This Council will develop and submit a report to the Legislature on recommendations and policies to achieve the specified goals.</p> <p>However, the current version is a general outline of future content. Amendments are expected that provide more details on how the goals of the Green New Deal will achieved.</p>	<p>ASSEMBLY PRINT</p> <p><i>Assemblyman Bonta will not move this bill. To be reintroduced next year.</i></p>	<p>Watch</p>
<p><u>AB 2012</u> (Chu D) Free senior transit passes: eligibility for state funding.</p>	<p>AB 2012 by Assemblyman Kansen Chu was introduced on January 28th. Similar to AB 1350, this bill would mandate all public transit operators to provide free transit passes to individuals aged 65 and over if the operators want to remain eligible to receive STA, TDA and LCTOP funds.</p>	<p>ASSEMBLY TRANS</p> <p><i>Assemblyman Chu will not move this bill. To be reintroduced next year.</i></p>	<p>Oppose Unless Amended</p>

<u>AB 2012</u> (Chu D) (Continued)	To be consistent with the action on AB 1350, an Oppose Unless Amended position is also recommended on AB 2012.		
<u>AB 2057</u> (Chiu D) San Francisco Bay area: public transportation	AB 2057 is currently a spot bill that contains intent language to establish a seamlessly integrated regional transit system. While the impetus for this legislation is from the Seamless Bay Area effort, Assemblyman Chiu intends to work with transit operators to craft legislation that will advance service coordination and fare integration throughout the Bay Area. This will not be an easy process, but one that we will be actively involved in.	ASSEMBLY TRANS <i>Assemblyman Chiu will not move this bill. To be reintroduced next year.</i>	WATCH
<u>AB 2176</u> (Holden D) Free student transit passes: eligibility for state funding.	AB 2176 is also structured the same as AB 1350 and AB 2012, but it would require transit operators to provide a free transit pass to any student enrolled in community college, CSU, or UC. As proposed to be amended AB 2176 would require each transit agency and each community college, CSU, or UC located within the transit operators' service area to enter into an agreement to offer free or reduced fare transit passes to students. In addition, AB 2176 would require any community college, CSU or UC that currently charges a student fee for public transit service shall use that revenue solely for transit services.	ASSEMBLY TRANS <i>Assemblyman Holden will not move this bill. To be reintroduced next year.</i>	Oppose Unless Amended
<u>AB 2542</u> (Kalra D) Local transportation funds: State Transit Assistance Program: reports.	AB 2542 revises provisions of annual reporting requirements in relation to the State Transit Assistance Program (STA). It would shift the deadline for when a regional transportation planning agency (RTPA) must submit an STA eligibility report to the State Controller's Office (SCO) to within seven months of the end of each fiscal year. It would also require SCO to compile, publish, and make publicly available on its website the data and information of all transit operator financial transaction reports (FTRs) on or before November 1 of each year.	SENATE TRANSP	SUPPORT

<p><u>AB 2730</u> (Cervantes D) Access and functional needs: local government: agreement for emergency management, transportation, and paratransit services</p>	<p>The intent of AB 2730 is update local emergency evacuation plans to include agreements on the use of paratransit vehicles to evacuate vulnerable population. However, the structure of the bill raises concerns by placing these agreements outside the normal emergency planning process.</p> <p>AB 2730 requires a regional transit district, county transportation commission, or other local transportation authority that provides paratransit services to enter into an agreement with adjacent regional transit districts, county transportation commissions, or local transportation authorities, upon request of the adjacent district, commission, or authority, for purposes of permitting the adjacent district, commission, or authority to borrow, for compensation, paratransit vehicles and drivers in the event of an emergency that requires the evacuation and relocation of the access and functional needs population in the jurisdiction or service area of the adjacent district, commission, or authority.</p> <p>Provides that a regional transit district, county transportation commission, local transportation authority, county, or city and county is required to enter into an agreement described above within 2 years of a request for the agreement.</p>	<p>SENATE RULES</p>	<p>WATCH</p>
<p><u>AB 3209</u> (Aguiar-Curry D) California Transportation Commission.</p>	<p>As amended, AB 3209 would authorize the NVTa to develop and submit to the California Transportation Commission a local alternative transportation investment plan. The plan would direct the re-investment of proceeds from the sale excess right-of-way located at the intersection of State Highway Route 29 and State Highway Route 221 to address transportation problems and opportunities on state highways in the county.</p>	<p>ASSEMBLY TRANS</p> <p><i>Assemblywoman Aguiar-Curry with NVTa's consent has decided not to move this bill. To be reintroduced next year.</i></p>	<p>SPONSOR</p>

<p><u>ACA 1</u> (<u>Aguiar-Curry D</u>) Local government financing: affordable housing and public infrastructure: voter approval.</p>	<p>ACA 1 failed passage on the Assembly Floor. Reconsideration was granted, and another attempt is possible, but the measure was 8 votes short of the 54 needed for passage. A few Democrat members voted No, and several others abstained. Given the stigma that this measure erodes Prop 13 protections makes it unlikely it will secure the needed support to move to the Senate.</p> <p>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 FLOOR</p> <p>Failed Passage – Reconsideration Granted</p> <p><i>Assemblywoman Aguiar-Curry might try again later this session.</i></p>	<p>SUPPORT</p>
<p><u>SB 336</u> (<u>Dodd D</u>) Transportation: fully-automated transit vehicles.</p>	<p>SB 336 aims to address safety and customer service issues by requiring at least one public transit employee to be present on any fully automated transit vehicle. The public transit employee shall be trained in passenger safety, communications, emergency preparedness, and assisting the disabled and elderly.</p> <p>SB 336 would also require any transit operator that deploys an autonomous vehicle to submit a report to the legislature on that deployment by March 31st, 2025. SB 336 would sunset on January 1, 2025.</p>	<p>ASSEMBLY TRANSP – Two-Year Bill</p> <p><i>This bill will likely not move this year.</i></p>	<p>SUPPORT</p>
<p><u>SB 1408</u> (<u>Dodd D</u>) State Route 37 Toll Bridge Act.</p>	<p>SB 1408 would authorize another toll bridge in the Bay Area. While the bill currently does not specify the entity that would operate and maintain the toll facilities, the bill would authorize a toll for the use of the Sonoma Creek Bridge along Highway 37. The primary purpose of the toll authority is to fund improvement to the Highway 37 corridor that address sea level rise threats, flooding, and congestion.</p>	<p>SENATE TRANSP</p> <p><i>Senator Dodd will not move this bill. To be reintroduced next year.</i></p>	<p>SUPPORT</p>