

# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559



## Agenda - Final

**Wednesday, March 18, 2020**  
**1:30 PM**

**JoAnn Busenbark Board Room**

### **NVTA Board of Directors**

All materials relating to an agenda item for an open session of a regular meeting of the NVTA Board of Directors are posted on the NVTA website at <https://nctpa.legistar.com/Calendar.aspx> at least 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVTA Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVTA Holidays. Materials distributed to the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NVTA Board or staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Members of the public may speak to the Board on any item at the time the Board is considering the item. Please complete a Speaker's Slip, which is located on the table near the entryway, and then present the slip to the Board Secretary. Also, members of the public are invited to address the Board on any issue not on today's agenda under Public Comment. Speakers are limited to three minutes.

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.

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.

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

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

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
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 - 9.6)**

**9.1                      Approval of Meeting Minutes of February 19, 2020 (Karrie Sanderlin) (Pages 10-14)**

**Recommendation:** Board action will approve the meeting minutes of February 19, 2020.

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

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

**9.2                      Citizens Advisory Committee (CAC) Member Appointments (Karrie Sanderlin) (Pages 15-25)**

**Recommendation:** Board action will approve (1) re-appointments of members Nicole Cummings, Jean-Vincent Deal, and Patricia Lynch, and (2) new appointments of Linsey Gallagher and Hans Kolve to the Citizen Advocacy Committee.

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

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

**9.3 Resolution No. 20-03 Authorizing Federal Funding under Federal Transit Administration (FTA) Sections 5311 and 5311(f) with the California Department of Transportation (Antonio Onorato) (Pages 26-29)**

**Recommendation:** Board action will authorizing the Executive Director, or designee, to execute actions necessary to obtain grant funds authorized under Sections 5311 and 5311(f) provided by California State Department of Transportation.

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

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

**9.4 Resolution No. 20-04 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: NVTB Zero Emission bus Electrification (Antonio Onorato) (Pages 30-34)**

**Recommendation:** Board action with approve the Fiscal Year (FY) 2019-20 LCTOP project.

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

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

**9.5 Resolution No. 20-05 Authorization to Transfer an Easement Interest in Real Property Identified as Assessor Parcel Numbers 007-082 and 007-082-002 by Quitclaim Deed to the City of Napa (Rebecca Schenck) (Pages 35-47)**

**Recommendation:** Board action will approve authorization to transfer an Easement Interest in Real Property Identified as a Portion of Assessor Parcel Number 007-082-001 and 007-082-002 by Quitclaim Deed to the City of Napa and authorize the Executive Director to execute and take all actions necessary to quitclaim deed portions of APN 007-082-001 and 007-082-002 to the City of Napa.

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

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

**9.6 Resolution No. 20-06 Authorizing the Executive Director to Execute the Disbursement Agreement between the State of California Department of Housing and Community Development (HCD) and the Napa Valley Transportation Authority (NVTB) for an Affordable Housing and Sustainable Communities Program Grant (Rebecca Schenck) (Pages 48-96)**

**Recommendation:** Board action will approve the Disbursement Agreement with HCD and authorize the Executive Director, or designee, to sign the Disbursement Agreement and make minor modifications and amendments for the Affordable Housing and Sustainable Communities Program grant..

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

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

## **10. REGULAR AGENDA ITEMS**

**10.1 Vine Transit Update (Rebecca Schenck) (Pages 97-103)**

**Recommendation:** Information only. The Board will receive the Vine Transit Services quarterly operational performance.

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

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

**10.2 Second Amendment to Napa Valley Transportation Authority (NVTB) Agreement No. 17-07 with DoubleMap Incorporated (Rebecca Schenck) (Pages 104-111)**

**Recommendation:** Board action will approve the Second Amendment to Agreement No. 17-07 with DoubleMap in an amount not to exceed \$94,477 for additional software subscription to accommodate the second shuttle operations in American Canyon.

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

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

**10.3 Resolution No. 20-07 Authorizing the Executive Director to Execute Cooperative Agreement 04-2783 between the State of California Department of Transportation (Caltrans) and the Napa Valley Transportation Authority (NVTA) for the Soscol Junction Project (Rebecca Schenck) (Pages 112-137)**

**Recommendation:** Board action will approve Cooperative Agreement 04-2783 with the Caltrans and authorize the Executive Director, or designee, to sign the Cooperative Agreement and make minor modifications to the agreement, and amendments for the Soscol Junction Project.

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

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

**10.4 Regional Transportation Plan (RTP) 2050 Napa County Target Budget Project List (Danielle Schmitz) (Pages 138-149)**

**Recommendation:** Board action will approve the constrained list of RTP projects for submittal to the Metropolitan Transportation Commission.

**Estimated Time:** 2:30 p.m.

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

**10.5 Legislative and State Bill Matrix Update (Kate Miller) (Pages 150-159)**

**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. CLOSED SESSION**

**12.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (1 case)

Estimated Time: 3:00 p.m.

**12.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(B)(1))**

Title: Executive Director

Estimated Time: 3:15 p.m.

**13. ADJOURNMENT****13.1 Approval of Next Regular Meeting of Wednesday, April 15, 2020 and Adjournment**

Estimated Time: 3:30 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, March 13, 2020.

*Karalyn E. Sanderlin (e-sign) March 11, 2020*

Karalyn E. Sanderlin, NVTA Board Secretary

## Glossary of Acronyms

<b>AB 32</b>	Global Warming Solutions Act	<b>GTFS</b>	General Transit Feed Specification
<b>ABAG</b>	Association of Bay Area Governments	<b>HBP</b>	Highway Bridge Program
<b>ADA</b>	American with Disabilities Act	<b>HBRR</b>	Highway Bridge Replacement and Rehabilitation Program
<b>ATAC</b>	Active Transportation Advisory Committee	<b>HIP</b>	Housing Incentive Program
<b>ATP</b>	Active Transportation Program	<b>HOT</b>	High Occupancy Toll
<b>BAAQMD</b>	Bay Area Air Quality Management District	<b>HOV</b>	High Occupancy Vehicle
<b>BART</b>	Bay Area Rapid Transit District	<b>HR3</b>	High Risk Rural Roads
<b>BATA</b>	Bay Area Toll Authority	<b>HSIP</b>	Highway Safety Improvement Program
<b>BRT</b>	Bus Rapid Transit	<b>HTF</b>	Highway Trust Fund
<b>BUILD</b>	Better Utilizing Investments to Leverage Development	<b>HUTA</b>	Highway Users Tax Account
<b>CAC</b>	Citizen Advisory Committee	<b>IFB</b>	Invitation for Bid
<b>CAP</b>	Climate Action Plan	<b>ITIP</b>	State Interregional Transportation Improvement Program
<b>Caltrans</b>	California Department of Transportation	<b>ITOC</b>	Independent Taxpayer Oversight Committee
<b>CEQA</b>	California Environmental Quality Act	<b>IS/MND</b>	Initial Study/Mitigated Negative Declaration
<b>CIP</b>	Capital Investment Program	<b>JARC</b>	Job Access and Reverse Commute
<b>CMA</b>	Congestion Management Agency	<b>LIFT</b>	Low-Income Flexible Transportation
<b>CMAQ</b>	Congestion Mitigation and Air Quality Improvement Program	<b>LOS</b>	Level of Service
<b>CMP</b>	Congestion Management Program	<b>LS&amp;R</b>	Local Streets & Roads
<b>CalSTA</b>	California State Transportation Agency	<b>MaaS</b>	Mobility as a Service
<b>CTP</b>	Countywide Transportation Plan	<b>MAP 21</b>	Moving Ahead for Progress in the 21 <sup>st</sup> Century Act
<b>COC</b>	Communities of Concern	<b>MPO</b>	Metropolitan Planning Organization
<b>CTC</b>	California Transportation Commission	<b>MTC</b>	Metropolitan Transportation Commission
<b>DAA</b>	Design Alternative Analyst	<b>MTS</b>	Metropolitan Transportation System
<b>DBB</b>	Design-Bid-Build	<b>ND</b>	Negative Declaration
<b>DBF</b>	Design-Build-Finance	<b>NEPA</b>	National Environmental Policy Act
<b>DBFOM</b>	Design-Build-Finance-Operate-Maintain	<b>NOAH</b>	Natural Occurring Affordable Housing
<b>DED</b>	Draft Environmental Document	<b>NOC</b>	Notice of Completion
<b>EIR</b>	Environmental Impact Report	<b>NOD</b>	Notice of Determination
<b>EJ</b>	Environmental Justice	<b>NOP</b>	Notice of Preparation
<b>FAS</b>	Federal Aid Secondary	<b>NVTA</b>	Napa Valley Transportation Authority
<b>FAST</b>	Fixing America's Surface Transportation Act	<b>NVTA-TA</b>	Napa Valley Transportation Authority-Tax Agency
<b>FHWA</b>	Federal Highway Administration	<b>OBAG</b>	One Bay Area Grant
<b>FTA</b>	Federal Transit Administration	<b>PA&amp;ED</b>	Project Approval Environmental Document
<b>FY</b>	Fiscal Year	<b>P3 or PPP</b>	Public-Private Partnership
<b>GHG</b>	Greenhouse Gas	<b>PCC</b>	Paratransit Coordination Council
<b>GGRF</b>	Greenhouse Gas Reduction Fund		



## Glossary of Acronyms

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

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

March 18, 2020  
NVTB Agenda Item 9.1  
Continued From: New  
**Action Requested: APPROVE**

625 Burnell Street  
Napa, CA 94559

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Wednesday, February 19, 2020

1:30 PM

JoAnn Busenbark Board Room

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**1. Call to Order**

Chair Canning called the meeting to order at 1:33 p.m.

**2. Roll Call**

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

**3. Pledge of Allegiance**

Chair Canning let the Pledge of Allegiance.

**4. Adoption of the Agenda**

Motion **MOVED** by KRAUS, **SECONDED** by GARCIA to **APPROVE** adoption of the agenda. Motion carried by the following vote:

**Aye:** 22 - Garcia, Canning, Techel, Dohring, Joseph, Dunbar, Dorman, Gregory, Ellsworth, Alessio, and Kraus

**Absent:** 2 - Ramos

**5. Public Comment**

None

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

**MTC Commissioner's Report**

Kate Miller, NVTB Executive Director, provided the MTC update in Commissioner Pedroza's absence.

**ABAG Update**

Leon Garcia reported on recent ABAG activities.

## 7. Director's Update

- Announce that Sanjay Mishra, Program Manager-Engineering, passed his traffic engineering exam, officially making him a licensed traffic and civil engineer.
- Reported that at the request of Betty Rhodes, former member of the Paratransit Coordinating Council (PCC), NVTA staff, in collaboration with several non-profit organizations and County of Napa Health and Human Services staff, assembled two meetings to discuss senior mobility challenges. Discussion topics included available services, responsibilities of each organization, and potential funding. The group thought that the existing PCC could be reinvigorated with members from the senior collaborate and that it was the appropriate place to continue the senior mobility discussions. Several participants indicated that they have an interest in serving on the PCC.
- Announced that Rebecca Schenck, NVTA Principle Planner and project manager for the Vine Trail, worked with Caltrans to reduce the environmental and design review services for the Calistoga to St. Helena Vine Trail segments from an not to exceed amount of \$440,000 to \$235,000. The County of Napa, City of St. Helena, and City of Calistoga have tentatively agreed to share the cost pending approval by city Councils and the Board of Supervisors.
- Reported attending the January 31, 2020 California Transportation Commission meeting and presenting information about the Soscol Junction project at the STIP workshop.
- Announced the Department of Transportation's Build America Bureau, the agency that manages the Transportation Infrastructure Finance and Innovation Act (TIFIA), has confirmed eligibility for its rural projects initiative, which will save NVTA money on fees and interest costs. As of February 18th, a 35 year fixed rate TIFIA loan would be 0.995%.
- Announced that Senator Dodd is holding a press conference on Friday, February 21st, at 10 a.m. at the Sonoma Raceway to introduce his legislation that would initiate tolling proposal for the SR 37 improvements and long term operational needs.
- Announced that Assemblymember Aguiar-Curry has agreed to sponsor legislation that would require proceeds on excess parcels around Soscol Junction to be prioritized for highway improvements in Napa County in coordination with NVTA.
- Announced that Caltrans has certified the environmental document for Soscol Junction. Caltrans signed the Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact on February 13th. NVTA released the request for proposals for the design phase of the Soscol Junction project. In March Board will be requested to approve awarding the contract to the successful engineering consulting team.

## **8. CONSENT AGENDA ITEMS (8.1 - 8.2)**

Motion MOVED by KRAUS, SECONDED by JOSEPH to APPROVE Consent Items 8.1-8.2. Motion carried by the following vote:

**Aye:** 22 - Garcia, Canning, Techel, Dohring, Joseph, Dunbar, Dorman, Gregory, Ellsworth, Alessio, and Kraus

**Absent:** 2 - Ramos

### **8.1 Approval of Meeting Minutes of January 15, 2020 (Karrie Sanderlin) (Pages 8-13)**

Attachments: [Draft Minutes](#)

Board action approved the meeting minutes of January 15, 2020.

**8.2 Resolution No. 20-02 Transportation Fund for Clean Air (TFCA) Program Manager Expenditure Plan for Fiscal Year End (FYE) 2021 (Diana Meehan) (Pages 14-34)**

Attachments: [Staff Report](#)

Board action approved the FYE 2021 TFCA Program Manager Expenditure Plan.

**9. REGULAR AGENDA ITEMS**

**9.1 V-Commute Program and Ride Amigos Platform Update (Diana Meehan) (Pages 35-40)**

Attachments: [Staff Report](#)

Information Only / No Action Taken

The Board received a presentation overview of the V-Commute program and Ride Amigos platform.

**9.2 Disposal of Obsolete Transit Parts Inventory (Antonio Onorato) (Pages 41-44)**

Attachments: [Staff Report](#)

Board action approved the disposal of obsolete Vine transit fleet inventory parts valued at \$177,941.

Motion MOVED by GREGORY, SECONDED by JOSEPH to APPROVE the disposal of obsolete parts inventory [as provided in Attachment 1] according to NVTA policy. Motion carried by the following vote:

**Aye:** 22 - Garcia, Canning, Techel, Dohring, Joseph, Dunbar, Dorman, Gregory, Ellsworth, Alessio, and Kraus

**Absent:** 2 - Ramos

### 9.3 Program Manager-Public Transit/Principal Program Planner-Administrator Position(Karrie Sanderlin) (Pages 45-46)

Attachments: [Staff Report](#)

Staff recommended that the Board approve authorizing the executive director to reinstate the Program Manager-Transit Manager Position to increase the salary and to draw more qualified applicants. The position will only be reinstated should the successful applicants experience warrant the additional salary level, and staff will amend the organizational chart accordingly. If the successful applicants experience does not warrant a management-level salary, the position will be filled at the Principal Program Planner/Administrator level with the opportunity to be promoted to a Program Manager-Public Manager at a future date.

Motion MOVED by JOSEPH, SECONDED by GREGORY to APPROVE authorizing the Executive Director to reinstate the Program Manger-Public Transit position. Motion carried by the following vote:

**Aye:** 22 - Garcia, Canning, Techel, Dohring, Joseph, Dunbar, Dorman, Gregory, Ellsworth, Alessio, and Kraus

**Absent:** 2 - Ramos

### 9.4 Legislative and State Bill Matrix Update (Kate Miller) (Pages 47-59)

Attachments: [Staff Report](#)

The Board received the State Legislative update and approved the proposed position recommendations for bills on the State Bill Matrix.

Motion MOVED by DOHRING, SECONDED by ALESSIO to APPROVE (1) a WATCH position on AB 1839 (Bonita) and (2) an OPPOSE UNLESS AMENDED position on AB 2012 (Dhu). Motion carried by the following vote:

**Aye:** 22 - Garcia, Canning, Techel, Dohring, Joseph, Dunbar, Dorman, Gregory, Ellsworth, Alessio, and Kraus

**Absent:** 2 - Ramos

## 10. FUTURE AGENDA ITEMS

None

## 11. PRESENTATIONS

### 11.1 Area Agency on Aging - Senior Health Assessment Report

The Board received a presentation by Elaine Clark, Project Manager, on transportation issues of the Area Agency of Aging Senior Health Assessment Report findings.

**12. CLOSED SESSION**

Chair Canning announced that the Board would adjourn to closed session for the item listed in the agenda and that no reportable action is expected.

Adjourned to Close Session at 2:37 p.m.

**12.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(B)(1))**

Title: Executive Director

Reconvened to Open Session at 3:38 p.m.

Chair Canning reported that there was no reportable action associated with the closed session item.

**13. ADJOURNMENT****13.1 Approval of Next Regular Meeting of Wednesday, March 18, 2020 and Adjournment**

The next regular meeting will be held on Wednesday, March 18, 2020.

Chair Canning adjourned the meeting at 3:38 p.m.

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Karalyn E. Sanderlin, NVTA Board Secretary



## **NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter**

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Karrie Sanderlin, Program Manager – Administration and Human Resources  
(707) 259-8633 / Email: [ksanderlin@nvta.ca.gov](mailto:ksanderlin@nvta.ca.gov)  
**SUBJECT:** Citizen Advisory Committee (CAC) Member Appointments

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve the re-appointment of members Nicole Cummings, representing the Vintners and Jean-Vincent Deal, representing Seniors, Patricia Lynch, representing Healthcare/Medical, and approve the new appointments of Linsey Gallagher as representative of Chamber of Commerce/Business, and Hans Korge, Member-at-Large to the Citizen Advocacy Committee.

### **OTHER OPTIONS FOR CONSIDERATION**

There are no other options presented for the Board's consideration.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

On December 15, 2015 the NVTA Board approved the formation of the Citizen Advisory Committee (CAC). With the reappointment of Nicole Cummings, Jean-Vincent Deal, and Patricia Lynch, and the new appointments of Linsey Gallagher and Hans Korge, the CAC will consist of twelve (12) members. Nicole Cummings represents the Vintners; Jean Vincent-Deal represents Seniors, Hans Korge, Member-at-Large, and Patricia Lynch represents the Healthcare/medical field. Linsey Gallagher represents the Chamber of Commerce/Business; her appointment fills the vacancy left after a member resigned.

There are five (5) existing vacancies on the committee and NVTA staff is actively recruiting to fill positions. These include members representing the City of St. Helena,

the City of Calistoga, a Chamber of Commerce/Business member, an Agriculture member, and an Active Transportation member.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

### **FISCAL IMPACT**

Is there a Fiscal Impact?      No

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

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

Goal 4 – Support Napa County's economic vitality

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

### **CEQA REQUIREMENTS**

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

### **BACKGROUND AND DISCUSSION**

The CAC was formed by NVTA to replace a number of ad hoc committees that were convened to advise the NVTA Board and NVTA staff on specific modes, projects, and programs. The CAC was formed to ensure representation from all aspects of the communities in Napa Valley and to retain the expertise and institutional knowledge that was lost when committees convened for specific projects or purposes were disbanded.

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

City/Town/County members will be appointed by their respective Councils or Board of Supervisors whichever is applicable before being approved by the NVTA Board. If representation of a certain faction or jurisdiction cannot be filled after solicitation for that position, the vacancy may be filled with a member at-large.



Ideally, members will serve two years. Terms are staggered to ensure continuity.

**SUPPORTING DOCUMENTS**

Attachment:     (1) Linsey Gallagher Application  
                      (2) Hans Korve Application



Published on *Napa Valley Transportation Authority* (<https://www.nvta.ca.gov>)

[Home](#) > [NVTA Citizens Advisory Committee Application](#) > [Submissions](#) > Submission #89

### Submission information

Form: NVTA Citizens Advisory Committee Application

Submitted by Anonymous (not verified)

February 11, 2020 - 7:52am

12.157.146.194

### Full Name

Linsey Simpson Gallagher

### Current Occupation: within the last 12 months)

President & CEO, Visit Napa Valley - started role with VNV in February 2019

### Current License(s): (Professional or Occupational, date of issue and expiration including current status, if applicable)

### Education/Experience

MBA, Kellogg School of Management, Northwestern University

BS, Business Administration, University of Vermont

**Attach a resume containing this and any other information that would be helpful to the Board in evaluating your application.**

**Experience with other public sector Board/Commission/Committee on which you have served.**

### Experience in Community participation: (nature of activity and community location)

Individual 1

#### Name

Linda Reiff

#### Address

[REDACTED]

#### City

St. Helena

#### State

CA

#### Zip Code (#####)

94574

**Telephone (###-###-####)**

[REDACTED]

Individual 2

**Name**

Craig Smith

**Address**

[REDACTED]

**City**

Napa

**State**

CA

**Zip Code (#####)**

94559

**Telephone (###-###-####)**

[REDACTED]

Individual 3

**Name**

Steve Burns

**Address**

[REDACTED]

**City**

Sonoma

**State**

CA

**Zip Code (#####)**

95476

**Telephone (###-###-####)**

[REDACTED]

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

Home Address

**Home Address**

[REDACTED]

**City**

Napa

**State**

CA

**Zip Code (#####)**

94559

**Telephone (###-###-####)**

[REDACTED]

Work Address

**Work Address**

[REDACTED]

**City**

Napa

**State**

California

**Zip Code (#####)**

94559

**Telephone (###-###-####)**

[REDACTED]

Signature Section

**Full Name**

Linsey Simpson Gallagher

**Email address**

[REDACTED]



Published on *Napa Valley Transportation Authority* (<https://www.nvta.ca.gov>)

[Home](#) > [NVTA Citizens Advisory Committee Application](#) > [Submissions](#) > [Submission #88](#)

### Submission information

Form: NVTA Citizens Advisory Committee Application

Submitted by Anonymous (not verified)

February 8, 2020 - 4:08pm

76.103.68.80

### Full Name

Hans w korve

### Current Occupation: within the last 12 months)

President of Korve Consulting LLC ( semi retired)

### Current License(s): (Professional or Occupational, date of issue and expiration including current status, if applicable)

Licensed civil engineer in the state of California (CE 19977), issued on 8/27/1970, expires 9/30/21 and a licensed traffic engineer (TE 334) issued on 8/11/1976, expires 3/31/21

### Education/Experience

Bachelors degree for UC Berkeley in civil engineering in 1966 and a Masters degree in transportation engineering from UC Berkeley 1967. Over 50 years in responsible charge of transportation projects ranging from citywide bus system planning to light rail systems (for almost all new systems in the US and Canada, to high speed rail in Taiwan and California, and Nevada ( LA to Las Vegas). Co author of design standards for new bike-ways for FHWA, principal investigator for design standards for light rail systems in the US for FTA, lead investigator for the FRA to develop safety standards for the design and operation of rail grade crossings, including "quiet zones". Principal author of 2 Bay Crossing studies for MTC, including a new underwater Bart crossing and a new highway bridge over the bay and Bart extension studies to San Jose, Livermore and Hercules. Developed mobility solutions for most of the large private developments in the California such as Century City ( LA), Hunters Point, Treasure Island, Mare Island, Sacramento Rail Yards, Bishop Ranch, Hacienda Business Park, Candlestick Point, LA Union Station, LA Center West, Embarcadero Center (SF), SF Ferry Terminal Master Plan. Started and ran two consulting engineering companies ( DKS from 1979 - 1987 and Korve Engineering (KEI) from 1987 - 2006. Sold KEI to AECOM in 2006 and then served a market development director and strategic adviser to ACS/Dragados (the largest infrastructure concessionaire in the world) for 5 years and Sener- a spanish tunneling and rail systems engineering company-for the last 5 years.

**Attach a resume containing this and any other information that would be helpful to the Board in evaluating your application.**

**Experience with other public sector Board/Commission/Committee on which you have served.**

**Experience in Community participation: (nature of activity and community location)**

Individual 1

**Name**

Supervisor Alfredo Pedrosa

**Address**

[REDACTED]

**City**

Napa

**State**

Ca

**Zip Code (#####)**

94558

**Telephone (###-###-####)**

[REDACTED]

Individual 2

**Name**

Senator Bill Dodd

**Address**

[REDACTED]

**City**

Napa

**State**

Ca

**Zip Code (#####)**

94558

**Telephone (###-###-####)**

[REDACTED]

Individual 3

**Name**

Jim Wunderman CEO Bay Area Council

**Address**

[REDACTED]

**City**

San Francisco

**State**

ca

**Zip Code (#####)**

94111

**Telephone (###-###-####)**

[REDACTED]

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

Home Address

**Home Address**

[REDACTED]

**City**

Napa

**State**

Ca

**Zip Code (#####)**

94558

**Telephone (###-###-####)**

[REDACTED]

Work Address

**Work Address**

[REDACTED]

**City**

Napa

**State**

Ca

**Zip Code (#####)**

94558

**Telephone (###-###-####)**

[REDACTED]



## Signature Section

**Full Name**

Hans W Korve

**Email address**

## Directory

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- [Careers at NVTa](#)
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- [Bay Area Air Quality Management District](#)
- [Caltrans District IV](#)



As President/CEO of Korve Consulting LLC, Mr. Korve provides strategic advice for the financing, design and construction of major infrastructure projects throughout the western United States. Mr. Korve is currently focused on assisting with the implementation strategy for the Xpresswest [formerly called DesertXpress) high speed rail project, specifically on the Victorville to Los Angeles segment and the development of the renewable energy resources and environmental restoration of the Salton Sea Area primarily through the investment of private capital..

#### **CAREER HISTORY**

Mr. Korve started his career with the City of Los Angeles, Engineering Department. He moved on to the private sector at De Leuw Cather & Co. (now PTG) to become the Chief Traffic Engineer for the Western Region. From 1979, he co-founded DKS Associates, a multi-disciplinary consulting firm in which he was the president -managing all transportation infrastructure projects.

In 1987, Mr. Korve founded Korve Engineering, which provided a full range of transportation planning, traffic engineering, civil engineering, rail planning and design services. Signature projects include the Regional Rail study for the Metropolitan Transportation Commission; planning and design development of Hunters Point Shipyard and the new 49ers Stadium in San Francisco; the I-80/680/780 Corridor Study for Solano Transportation Authority; Vasona and Capitol Corridor light rail projects for Santa Clara VTA; program management and design for the Alameda Corridor East in Los Angeles; the Third Street Light Rail project for SFMTA and DesertXpress, a high speed rail project from Las Vegas to Victorville. In 2005, he sold Korve Engineering to DMJM Harris, a subsidiary of AECOM, and assumed a Senior Vice President position with AECOM.

In 2009 Mr. Korve left AECOM to change careers within the transportation infrastructure industry, joining the contracting and finance world at Dragados USA, Inc., a wholly owned subsidiary of the ACS Group. As Director of Business Development for the West Coast, Mr. Korve introduced Dragados and ACS to key clients, established the first two offices in the West, identified and lead major pursuits, helped clients develop implementation strategies for major projects, developed the winning strategy for the SR99 tunnel project in Seattle and assisted Dragados USA in the purchase of Pulice Construction, an Arizona-based transportation construction firm with projects throughout the southwest.

#### **EDUCATION**

Master of Science, Civil Engineering, University of California at Berkeley. 1967  
Bachelor of Science, Civil Engineering, University of California at Berkeley, 1966

#### **PROFESSIONAL AFFILIATIONS**

American Public Works Association  
American Society of Civil Engineers  
Transportation Research Board  
Construction Management Association of America (CMAA)  
American Council of Engineering Companies (ACEC)  
Advancing Women in Transportation (WTS)  
AGC Liaison Committee-  
Board of-Trustees\*. Cathedral High School  
Board of Directors, Mammoth Brewing Company  
Transportation Committee, Bay Area Council



## **NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Director - Administration, Finance, and Policy  
(707) 259-8779 / Email: [aonorato@nvta.ca.gov](mailto:aonorato@nvta.ca.gov)  
**SUBJECT:** Resolution No. 20-03 Federal Funding under Federal Transit Administration (FTA) Sections 5311 and 5311(f) with the California Department of Transportation (Caltrans)

---

### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution No. 20-03 (Attachment 1) authorizing the Executive Director, or designee, to execute actions necessary to obtain grant funds authorized under Sections 5311 and 5311(f) provided by California State Department of Transportation (Caltrans) for rural and intercity services.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

Every three (3) years, Caltrans requires a new resolution as a condition of receiving 5311 and 5311(f) funds. The last resolution was adopted in 2016. A new resolution must be adopted by the Board to continue funding the NVRTA rural transit program which includes the Yountville Trolley, St. Helena Shuttle, and Calistoga Shuttle and the intercity bus program-Route 21 to Solano County.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

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**FISCAL IMPACT**

Is there a Fiscal Impact? Yes. Future funding is dependent on an adopted resolution.

**CEQA REQUIREMENTS**

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

**STRATEGIC GOALS MET BY THIS PROPOSAL**

Goal 3: Use taxpayer dollars efficiently.

Section 5311 funding supplements the budget for the non-urbanized areas of Napa County and Intercity Bus Route to Solano. Without this funding source, NVTA must use TDA as a local match for funding that could be used for other projects and hinder further efforts to deploy service.

**BACKGROUND AND DISCUSSION**

The Federal Transit Administration (FTA) Section 5311 program is authorized by 49 United States Code (U.S.C.) Section 5311. It provides funding for public transit in non-urbanized areas defined as a population of less than 50,000 as determined by the Federal Census. The FTA apportions funds annually to each state. For California, the Governor has designated the grantee to be the Caltrans Division of Mass Transportation.

The attached resolution authorizes the Executive Director and/or her designee to take actions necessary to secure such funding, including amending the Federal Transportation Improvement Program (FTIP) and executing, approving and submitting documents or information to the Metropolitan Transportation Commission (MTC) or other agencies as necessary.

Caltrans is the designated recipient of FTA 5311 funds. NVTA is required to provide a local match of 44.67% for the rural transit and intercity bus program. The local match is from Transportation Development Act (TDA) Article 8 funding that the agency receives annually.

**SUPPORTING DOCUMENTS**

Attachment: (1) Resolution No. 20-03

**RESOLUTION No. 20-03**

**A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)  
AUTHORIZING FEDERAL FUNDING UNDER  
FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5311  
(49 U.S.C. SECTION 5311) AND  
FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5311(f)  
(49 U.S.C. SECTION 5311(f))  
WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating assistance projects for non-urbanized public transportation systems under Section 5311 and 5311(f) of the Federal Transit Act (FTA C 9040.1G and FTA C 9050.1); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

**WHEREAS**, NVRTA desires has made application for financial assistance for transit service/purchase of capital equipment in Napa County; and

**WHEREAS**, NVRTA has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies);

**NOW THEREFORE BE IT RESOLVED:**

That the Napa Valley Transportation Authority does hereby authorize the Executive Director or designee, to file and execute applications with the Department for capital projects and operating assistance pursuant to Section 5311 and 5311(f) of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1), as amended.

That the Executive Director or designee is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That the Executive Director or designee is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 and 5311(f) projects.

That the Executive Director or designee is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 and 5311(f) project(s).

Passed and Adopted the 18<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Chris Canning, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

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



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Director - Administration, Finance, and Policy  
(707) 259-8779 / Email: [anonorato@nvta.ca.gov](mailto:anonorato@nvta.ca.gov)  
**SUBJECT:** Resolution No. 20-04 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: NVTA Zero Emission Bus Electrification

---

### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 20-04 (Attachment 1) approving the Fiscal Year 2019-20 Low Carbon Transit Operations Program (LCTOP) project.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

Napa Valley Transportation Authority (NVTA) is eligible to receive funds totaling \$299,061 in FY 2019-20 for the Low Carbon Transit Operations Program (LCTOP). These funds are disbursed on a formula basis by the California Department of Transportation (Caltrans) and the Metropolitan Transportation Commission (MTC), and are generated from Assembly Bill 32 Cap & Trade proceeds. The application requests LCTOP funds as a local match to acquire one zero emission Battery Electric Bus (BEB) for the Vine's local route services. Caltrans requires that recipients provide a board approved resolution annually to receive the funds.

**PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

**FINANCIAL IMPACT**

Is there a fiscal impact? Yes. NVTA will receive \$299,061 in capital funds by approving the annual Resolution.

**CEQA REQUIREMENTS**

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

**STRATEGIC GOALS MET BY THIS PROPOSAL**

Goal 3: Use taxpayer dollars efficiently.

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

LCTOP funding supplements the budget for zero emission buses. Without this funding source, NVTA must use TDA as a local match for funding that could be used for other projects and hinder further efforts to electrify the Vine fleet.

**BACKGROUND AND DISCUSSION**

The Air Resources Board (ARB) approved a new regulation that requires public transit providers, like NVTA, with fewer than 100 buses to transition to zero emission buses beginning in 2023. Early acquisition of zero emission buses allows NVTA to receive certain fund sources, such as Hybrid Voucher Incentive Program (HVIP) funds, which may not be available after the 2023 transition date, reducing the overall cost impact to green the fleet.

The electric buses cost roughly 40% more than standard diesel buses, therefore, competitive fund sources and creative financing is an essential element in accomplishing this unfunded mandate. Combining the FY 2019-20 with previous LCTOP revenues reduces the amount of local Transportation Development Act (TDA) funds that NVTA would need to commit to the project. NVTA recently executed a purchase order with Build Your Dream (BYD) Motors to purchase five BEB's for a total cost of roughly \$3.16 million

Table 1 provides a summary of the funding plan and Table 2 shows the expenditure plan.

Table 1: Funding Plan

<b>Fund Source</b>	<b>Amount</b>
LCTOP FY18	\$ 195,068
LCTOP FY19	299,971
LCTOP FY20	299,061
FTA	1,253,450
ARB Hybrid Voucher Incentive Program	480,000
TDA	633,424
<b>Total Funding</b>	<b>\$3,160,974</b>

Table 2: Expenditure Plan

<b>Capital Project</b>	<b>Amount</b>
5- 35' Battery Electric Bus & Equipment	\$3,160,974
<b>Total Expenses</b>	<b>\$3,160,974</b>

**SUPPORTING DOCUMENTS**

Attachment: (1) Resolution No. 20-04



**RESOLUTION No. 20-04**

**AUTHORIZATION FOR THE EXECUTION OF THE  
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS  
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)  
FOR THE FOLLOWING PROJECT(S):  
NVRTA ZERO EMISSION BUS PROCUREMENT PROJECT: \$299,061**

**WHEREAS**, the Napa Valley Transportation Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, the Napa Valley Transportation Authority wishes to delegate authorization to execute these documents and any amendments thereto to Kate Miller, Executive Director or designee; and

**WHEREAS**, the Napa Valley Transportation Authority wishes to implement the LCTOP project(s) listed above.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Napa Valley Transportation Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that Kate Miller, Executive Director or designee be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Napa Valley Transportation Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2019-20 LCTOP funds:

Project Name: NVTA Zero Emission Bus Electrification

Amount of LCTOP funds requested: \$299,061

Short description of project: NVTA will purchase one (1) new thirty-five foot zero-emission battery electric transit bus and procure and install related charging infrastructure.

Benefit to a Priority Population: AB 1550 Census Tracts – 6055202000, 6055201601, 6055201200, 6055200704, 6055200501, 6055200505, 6055200503 & 6055200301

Contributing Sponsors: Metropolitan Transportation Commission (MTC)

Passed and adopted the 18<sup>th</sup> day of March 2020.

\_\_\_\_\_  
Chris Canning, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

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



March 18, 2020  
NVRTA Agenda Item 9.5  
Continued From: New  
**Action Requested: APPROVE**

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## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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**TO:** NVRTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Principal Program Planner/Administrator  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Resolution No. 20-05 Authorization to Transfer an Easement Interest in Real Property Identified as Assessor Parcel Number 007-082-001 and 007-082-002 by Quitclaim Deed to the City of Napa

---

### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution No.20-05 (Attachment 1) authorization to transfer an Easement Interest in Real Property Identified as a Portion of Assessor Parcel Number 007-082-001 and 007-082-002 by Quitclaim Deed to the City of Napa and authorize the Executive Director to execute and take all actions necessary to quitclaim deed portions of APN 007-082-001 and 007-082-002 to the City of Napa (Attachment 3).

### **OTHER OPTIONS FOR CONSIDERATION**

NVRTA could continue to hold the easement in Real Property Identified as a Portion of Assessor Parcel Number 007-082-001 and 007-082-002 and pay for the liability insurance for this small segment of the Vine Trail in the City of Napa.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

The NVRTA Board approved agreements and accepted easements from New East Frontiers, Inc. to construct a section of the Vine Trail Alignment on January 20, 2016. Now that the Vine Trail is completed and the easement agreement has been modified to meets the City's needs, the properties need to be quitclaimed to the City of Napa as originally intended.

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**PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

**FISCAL IMPACT**

Is there a Fiscal Impact? No

**STRATEGIC GOALS MET BY THIS PROPOSAL**

Goal 3 - Use taxpayer dollars efficiently – the City of Napa maintains the Vine Trail and should holds easements along the Vine Trail in their jurisdiction.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

On January 20, 2016, the NVRTA Board approved the agreement and accepted an easement from New Frontiers Inc. to construct the City of Napa to Yountville section of the Vine Trail. Now that the trail is completed and being maintained by the City of Napa, NVRTA is transferring its interest in the property to the City of Napa. At the request of the City of Napa, modifications were made to the original Grant of Easement and Easement Agreement and Attachment 2 is the executed Amended and Restated Grant of Easement and Easement Agreement.

The Amended and Restated Grant of Easement and Easement Agreement as well as the Quitclaim Deed has been reviewed by the City of Napa. Once the NVRTA Executive Director executes the Quitclaim Deed, the documents will be presented to the City Council of Napa for approval. City Council's action will allow NVRTA to transfer the easement to the City of Napa.

**SUPPORTING DOCUMENTS**

- Attachments:
- (1) Resolution No. 20-05
  - (2) Amended and Restate Grant of Easement and Easement Agreement APN 007-082-001 and 007-082-002
  - (3) Quitclaim Deed 007-082-001 and 007-082-002
  - (4) Public Notice

**RESOLUTION No. 20-05**

**A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTB)  
AUTHORIZATION TO TRANSFER AN EASEMENT INTEREST IN REAL PROPERTY  
IDENTIFIED AS PORTIONS OF ASSESSOR PARCEL NUMBER 007-082-001 AND  
007-082-002 BY QUITCLAIM DEED TO THE CITY OF NAPA**

**WHEREAS**, the Napa Valley Transportation Authority (NVTB) is the owner of certain real property consisting of the Napa Valley Vine Trail identified as portion of Assessor Parcel Number 007-082-001 and 007-082-002 in the City of Napa, County of Napa, State of California (Property); and

**WHEREAS**, NVTB desires to convey the Property to the City of Napa for the maintenance of the Napa Valley Vine Trail and thereafter the Property will no longer be required for NVTB but it will remain as part of the Napa Valley Vine Trail; and

**WHEREAS**, NVTB has reviewed and determined that the conveyance of the Property as being categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) as the proposed project is merely the conveyance of title to real property and does not involve construction or development; therefore, no significant impact on the environment will occur; and

**WHEREAS**, NVTB and the City of Napa concur that it would be in both parties best interest to transfer the Property to the City therefore;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby adopts, based upon a review of the evidence and information presented on the matter, and has determined that the proposed conveyance is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b) (3) as there is no possibility that the activity in question will have a significant effect on the environment because it is only a transfer of title to real property and no further construction activities or development is to occur.

**BE IT FURTHER RESOLVED** that the Board of Directors finds that with this transfer the City of Napa will continue to maintain the Property as part of the Napa Valley Vine Trail and therefore the Property will no longer be required for NVTB use.

**BE IT FURTHER RESOLVED** that the Board of Directors authorizes the conveyance of the Easement by Quitclaim Deed to the City of Napa the following described real property: easement interest in real property located in the City of Napa identified as portions Assessor Parcel Numbers 007-082-001 and 007-082-002 more particularly described in Exhibit A and Exhibit B, Legal Description, attached hereto and made apart hereof.

**BE IT FURTHER RESOLVED** that the Executive Director, or designee, is authorized to execute any documents and take such action to complete this transaction.

**BE IT FURTHER RESOLVED** that the NVTA Board Secretary had given notice hereof as provided in Section 6061 of the Government Code.

**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 March 18, 2020, by the following vote:

\_\_\_\_\_  
Chris Canning, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

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

AMENDED AND RESTATED

GRANT OF EASEMENT AND EASEMENT AGREEMENT

This Amended and Restated Grant of Easement and Easement Agreement (this "Amended Agreement") is entered into as of February 3<sup>rd</sup> 2020 ("Effective Date") by and between New East Frontiers, Inc., a California corporation, (hereinafter referred to as "Grantor"), and Napa Valley Transportation Authority, formerly the Napa County Transportation and Planning Agency, a California joint powers agency (hereinafter referred to as "Grantee").

RECITALS

- A. Grantor is the owner of certain real property generally known as Napa County Assessor's Parcel No. 007-082-001 & 007-082-002, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property").
- B. Grantor and Grantee previously entered into that certain Grant of Easement and Easement Agreement by and between Grantor and Grantee recorded on March 28, 2016 as Document Number 2016-0007174 in the Official Records of the County of Napa (the "Original Easement Agreement") pursuant to which Grantor granted a public access easement to Grantee for recreational purposes.
- C. Grantor and Grantee desire to amend and restate the Original Easement Agreement in its entirety.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Amended Agreement shall modify and replace the Original Easement Agreement.
2. Grantor hereby grants and conveys to Grantor, a permanent, non-exclusive public access easement ("Subject Easement") over, across, above and under the portion of the Property described and depicted in Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area"), subject to the terms, conditions and limitations set forth herein.
3. The Subject Easement shall be for the sole and limited purposes of constructing, making future improvements to, repairing, maintaining and operating a recreational bicycle and pedestrian trail for use by the general public, and including those related improvements described in section 7 below. If this stated purpose of the Subject Easement ceases for a continuous period of more than one year, that is, if the easement is not used by the general public as a recreational pedestrian and bicycle trail for that continuous period at any time in the future, then upon written demand by Grantor, Grantee shall proceed with the abandonment of the public easement pursuant to the procedure set forth in California Streets & Highways Code section 8320 *et seq.* Within thirty days of receipt of such written demand Grantee shall initiate the process

to vacate the Subject Easement and at the conclusion of such proceedings, if approved, Grantee shall record a resolution of abandonment of the Subject Easement with Grantee having no further right, title or interest therein. Closure of, or cessation of use upon, the Easement Area at times for repairs maintenance, reconstruction or other improvement, due to acts of God or nature, or other causes beyond the reasonable control of Grantee, shall not be deemed abandonment nor count towards said one year period.

4. No motorized vehicles shall be permitted to use the Easement Area, save and except for emergency, public safety vehicles (police, fire and ambulance services), normal construction and maintenance vehicles and motorized wheelchairs for use by handicapped users of the Easement Area.

5. Grantee shall operate and maintain the Easement Area with reasonable diligence and care to keep it free of graffiti and trash and in good condition and repair. Grantee further agrees to promptly and in good faith take reasonable steps to resolve any damage or maintenance issue related to these obligations that Grantor brings to the attention of Grantee.

6. Grantor may use the Easement Area trail as reasonably necessary to carry out operations on Grantor's property for the use and maintenance of a billboard and billboard platform. Grantee will post and maintain trail signs warning users of the trail that their use is at their own risk, that users must yield to any persons, vehicles, or equipment working on or adjacent to the billboard, and must obey all laws at all times trail that their use is at their own risk, that users must yield to any persons, vehicles, or equipment working on or adjacent to the billboard, and must obey all laws at all times while using the trail; however, notwithstanding the foregoing, Grantor agrees to provide reasonable notice to easement users and take adequate safety measures and precautions when working on the adjacent billboard. The grant of the Subject Easement shall not restrict in any way any and all lawful commercial operations on Grantor's property.

7. The Subject Easement includes the right of Grantee to design, install, repair, improve and maintain a paved and/or graveled trail, related drainage improvements, and any and all utility lines and fixtures, including for utilities such as water, lighting, emergency telephone call boxes, or other telecommunications, all to be for the exclusive use and benefit of users of the trail. Grantee shall cause all improvements to be designed, installed and maintained in a good, workmanlike manner and condition, in accordance with all applicable codes and regulations. At the option of the Grantor, all installed improvements shall become the property of the Grantor in the event Grantee or its assigns abandon the Subject Easement.

8. Grantee shall at all times maintain in full force and effect property damage and comprehensive general liability insurance coverage with an insurance carrier qualified to do business in the State of California, to insure both Grantor and Grantee against property damage or personal injury claims by any user of the trail arising out of the Grantee's or the public's use of the Easement Area, with limits of at least \$1,000,000 for property damage claims per occurrence and \$1,000,000 for personal injury or death claims per occurrence (with aggregate



limits double each of those respective amounts), subject to whatever underlying self insurance Grantee elects to maintain, as set forth in a letter from Grantee's risk/insurance manager to Grantor. Upon written demand by Grantor, Grantee will provide Grantor with written evidence of such insurance/self insurance annually. Grantee shall defend, indemnify and hold harmless the Grantor, his heirs, successors, assigns, agents and/or employees from any claims, damages, liabilities, costs, expenses, or liens, including attorney's fees ("Liabilities"), arising out of, or caused by, the design, construction, maintenance, operation and/or use of the easement, excepting Liabilities caused by the negligence or willful misconduct of Grantor..

9. Grantee will assign this Amended Agreement, together with all of its rights and obligations herein, to the City of Napa once Grantee has assembled the entire segment of the Vine Trail/Bike Path.


10. The benefits and burdens of this Amended Agreement shall run with the title to the described Properties of Grantor and Grantee and shall inure to the benefit of and bind the parties hereto, and each of them, as well as their respective agents, heirs, assigns and successors in right, title or interest in or to all or any part of said properties at all times hereinafter.

11. This Amended Agreement contains the entire agreement of the parties with respect to the subject matter hereof. The parties shall meet and confer and actively seek to resolve any dispute by mediation for at least thirty (30) days before filing suit in the Napa Superior Court to seek any relief hereunder.

Agreed, this 3<sup>rd</sup> day of February, 2020, at Napa, California.

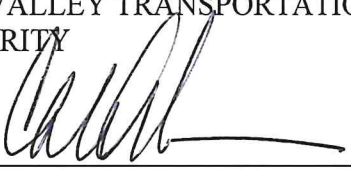
GRANTOR:

NEW EAST FRONTIERS, INC.

  
By: ~~Mei-Lan Su~~ Dan Su  
CEO, New East Frontiers, Inc.

GRANTEE:

NAPA VALLEY TRANSPORTATION  
AUTHORITY

By: 

Catherine Miller, Executive Director

AGREED AND ACCEPTED

NAPA VALLEY VINE TRAIL COALITION

By:   
Its: Executive Director

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Grantor Property**

All that real property lying in the City of Napa, County of Napa, State of California, and is described as follows:

PARCELS H & J as shown on the map entitled "Record of Survey Map of the Land of John J. Marx, et al", filed December 8, 1959, in Book 5 of Parcel Maps, page(s) 30, in the office of the County Recorder. of Napa County.

EXCEPTING FROM said Parcel "J", that portion conveyed to the City of Napa by deed . recorded March 31, 1993 under Series Number 1993-0010215 of Official Records.

APN007-082-001 & 007-082-002

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION 14 Foot Wide Bike Trail Easement**

All that real property lying in the City of Napa, County of Napa, State of California, the centerline of which is described as follows:

Commencing at the most southern corner of Parcel "H" as shown on Map Number 456 recorded December 8, 1959 in Book 5 of Surveys at page 30, Napa County Records; thence along the most southern line of said Parcel "H" North 72°12'33" East 11.68 feet to the True Point of Beginning; thence leaving said southern line North 31°38'13" West 135.22 feet; thence along a curve to the left having a radius of 500.00 feet through a central angle of 4°28'25" an arc length of 99.04 feet; thence North 36°06'37" West 28.01 feet; thence along a curve to the right having a radius of 200.00 feet through a central angle of 3°26'28" an arc length of 12.01 feet ; thence North 32°40'10" West 17.30 feet; thence along a curve to the right having a radius of 200.00 feet through a central angel of 12°46'50" an arc length of 44.61 feet; thence along a reverse curve to the left having a radius of 200.00 feet through a central angel of 4°12'49" an arc length of 14.71 feet; thence along a compound curve to the left having a radius of 472.90 feet through a central angle of 18°41'09" an arc length of 154.23 feet to a point on the most southern line of the Tract of Land described in the Deed to the City of Napa, recorded March 31, 1993 under Series Document Number 1993-010215 of Official Records, said Napa County Records.

Excepting therefrom any portion lying outside said Parcel "H" and Parcel "J" also shown on said Map Number 456.

The sidelines of this easement to be shortened or lengthened to provide a continuous strip of land over said Parcels "H" and "J".

**CERTIFICATE OF ACCEPTANCE**

**GRANT OF EASEMENT AND EASEMENT AGREEMENT  
(APN 007-082-001 & 007-082-002)**

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property granted by the Grant of Easement and Easement Agreement from NEW EAST FRONTIERS, INC., A CALIFORNIA CORPORATION, to the NAPA VALLEY TRANSPORTATION AUTHORITY, a Joint Powers Agency of the State of California, is hereby accepted by order of the Napa County Transportation and Planning Agency on \_\_\_\_\_ and the Grantee consents to the recordation thereof by its duly authorized officer.

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

\_\_\_\_\_  
CATHERINE MILLER  
Executive Director

WHEN RECORDED MAIL TO:

City of Napa  
Attn: City Clerk  
P.O. Box 660  
Napa, CA, 94559-0660

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

A portion of APN: 007-082-001 and 007-082-002 Napa County Assessor's Map Book 007, Page 8

This document is exempt from recording fees  
pursuant to Government Code § 27383 and  
exempt from Documentary Transfer Tax pursuant  
to Revenue and Taxation Code §11922

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the  
**Napa Valley Transportation Authority, a California joint powers agency**, Grantor, does  
hereby remise, release, and forever quitclaim to **CITY OF NAPA, a California charter city**,  
Grantee, the following described real property situate, lying and being in the County of  
Napa, State of California, more particularly described as follows:

That certain easement conveyed by the Amended and Restated Grant of Easement  
and Easement Agreement conveyed to Napa Valley Transportation Authority, a California  
joint powers agency recorded March \_\_, 2020 as Instrument Number 2020-\_\_\_\_ Napa  
County Official Records, further described and  
shown in Exhibits A and B, attached hereto and by this reference incorporated herein.

Dated \_\_\_\_\_

**Napa Valley Transportation Authority**

By: \_\_\_\_\_  
Catherine Miller, Executive Director

MAIL TAX STATEMENTS TO:  
New East Frontiers Inc., 927 Pierce Ln., Davis, CA 95616

## ALL PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA     )  
  )SS  
COUNTY OF NAPA         )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_(Seal)  
Notary Public

**NAPA VALLEY TRANSPORTATION AUTHORITY**

**NOTICE OF INTENTION TO CONVEY EASEMENT INTEREST IN REAL PROPERTY  
TO THE CITY OF NAPA**

**NOTICE IS HEREBY GIVEN** that Napa Valley Transportation Authority (NVTA) holds an easement on certain real property consisting of the Napa Valley Vine Trail identified as portions of Assessor Parcel Number 007-082-001 and 007-082-002 in the City of Napa, County of Napa, State of California (Property). NVTA desires to convey the Easement to the City of Napa (City) for the maintenance of the Napa Valley Vine Trail and thereafter will no longer be required for NVTA use. NVTA and the City concur that it would be in both parties' best interests to transfer the Property to the City. Therefore, the NVTA Board of Directors, in regular session on March 18, 2020 at 1:30pm at 625 Burnell St Napa, CA 94559 intends to convey to the City the Property.

Contact:

Rebecca Schenck

(707) 259-8636

625 Burnell St.

Napa, CA 94559

rschenck@nvta.ca.gov

**PUBLISH:** Must be published on or before March 11, 2020

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## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Principal Planner  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Resolution No. 20-06 Authorizing the Executive Director to Execute the Disbursement Agreement between the State of California Department of Housing and Community Development (HCD) and the Napa Valley Transportation Authority (NVTA) for an Affordable Housing and Sustainable Communities Program grant

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 20-06 (Attachment 1) approving the Disbursement Agreement (Attachment 2) with HCD and authorize the Executive Director, or designee, to sign the Disbursement Agreement and make minor modifications and amendments for the Affordable Housing and Sustainable Communities Program grant.

### **OTHER OPTIONS FOR CONSIDERATION**

The Board could decide not to authorize the Cooperative Agreement in which case NVTA could not directly receive the grant funds from HCD to purchase buses and construct transportation related amenities.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

NVTA, the City of Napa and Satellite Affordable Housing Associates (SAHA) applied for and received funding from the Affordable Housing and Sustainable Communities Program (Program). NVTA's portion of the grant will fund two new electric buses, transportation related amenities including (shelters, sidewalk, curb and cutter, boarding infrastructure improvements, and electric chargers for Redwood Park and Ride customers). In order to



receive the grant funds directly from HCD, NVTA must be a party to the Disbursement Agreement. The draft Disbursement Agreement will be modified to include NVTA as a party.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

### **FISCAL IMPACT**

Is there a Fiscal Impact? No, the grant is projected to pay the full cost of the buses and transportation related amenities a total of \$2.2 Million for two buses and corresponding chargers and \$300,000 for transportation related amenities. NVTA will also indirectly receive \$117,000 from SAHA to purchase transit passes for housing residents.

Is it currently budgeted? No, but the revenues and bus procurement costs will be included as part of the FY 2020-21/FY 2021-22 budget.

Future Fiscal Impact? Yes. NVTA will have to pay to charge these electric buses.

Consequences if not approved? NVTA will not be able to get reimbursed directly for the cost of the buses and the transportation related amenities. The reimbursement would have to go from HCD through SAHA to NVTA, which would take time and increase NVTA's carrying costs.

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

Goal 3: Use taxpayer dollars efficiently.

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

NVTA worked with its partners to identify grant funds to fund electric buses which minimizes the impacts to NVTA's existing fund sources. The buses are electric expansion buses and will improve the mobility of both the residents of the new housing complex and reduce emissions by providing a zero emission alternative to diesel or gasoline.

### **CEQA REQUIREMENTS**

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

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**BACKGROUND AND DISCUSSION**

The Affordable Housing and Sustainable Communities (AHSC) Program is a competitive state funding program that aims to reduce greenhouse gas emissions by funding compact affordable housing in conjunction with sustainable transportation improvements. It provides funding for affordable housing developments and related infrastructure, as well as transportation-related amenities, and programs that encourage residents to walk, bike and use transit. NVTA, the City of Napa and SAHA applied for and received funding from AHSC. The funding covers a variety of types of projects including new affordable housing constructed by SAHA in the City of Napa, bicycle and pedestrian improvements constructed by the City of Napa as well as two new electric buses and transportation related amenities for NVTA. NVTA, the City of Napa and SAHA need to execute this Disbursement Agreement with HCD in order to for NVTA to be reimbursed for the work done under the AHSC Grant.

**SUPPORTING DOCUMENTS**

Attachments: (1) Resolution No. 20-06  
(2) Draft Disbursement Agreement

RESOLUTION No. 20-06

A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)  
AUTHORIZATION TO EXECUTE THE DISBURSEMENT AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY  
DEVELOPMENT (HCD) AND THE NAPA VALLEY TRANSPORTATION AUTHORITY

**WHEREAS**, NVRTA, the City of Napa, and the Satellite Affordable Housing Associates (SAHA) applied for and was awarded an Affordable Housing and Sustainable Communities Program (AHSC) grant from Housing and Community Development (HCD); and

**WHEREAS**, NVRTA is an eligible recipient for the HCD AHSC Program grant; and

**WHEREAS**, HCD awarded funding to NVRTA from the AHSC Program to purchase buses and construct transportation related amenities for the Vine bus system; and

**WHEREAS**, HCD requires the NVRTA be a party and execute a Disbursement Agreement for NVRTA to directly receive funding and ensure timely completion of the Scope of Work outlined in the AHSC application; and

**NOW THEREFORE BE IT RESOLVED**, that the NVRTA Board hereby authorizes the Executive Director to execute and make minor changes to Disbursement Agreement with the State of California Department of Housing and Community Development and Napa Valley Transportation Authority.

Passed and Adopted the 18<sup>th</sup> day of March 2020.

\_\_\_\_\_  
Chris Canning, NVRTA Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Karalyn E. Sanderlin, NVRTA Board Secretary

APPROVED:

\_\_\_\_\_  
DeeAnne Gillick, NVRTA Legal Counsel

## AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM DISBURSEMENT AGREEMENT

This DISBURSEMENT AGREEMENT (the “Agreement”) is dated for reference purposes only as of March 2, 2020, and is made by and among the Satellite Affordable Housing Associates and City of Napa (‘City’), (the “Recipient”) and the Department of Housing and Community Development, a public agency of the State of California (the “Department”).

### Recitals

- A. Recipient has submitted an application (the “Application”) to the Department for a grant under the Affordable Housing and Sustainable Communities Program (“Program”) and in accordance with Part 1 of Division 44 of the Public Resources Code (commencing with Section 75200) and the Affordable Housing and Sustainable Communities Program Guidelines, issued by the State of California, Strategic Growth Council (the “Council”) and dated October 29, 2018, amended February 19, 2019, and as amended in the future, (the “Guidelines”), to finance, in part, one or more of the following eligible activities

- Housing-Related Infrastructure (HRI)
- Program Costs (PGM)
- Sustainable Transportation Infrastructure (STI)
- Transportation Related Amenities (TRA)

as further described herein pursuant to the Standard Agreement Number 19-AHSC-12827, entered into by the Recipient and the Department dated [month & date], 2020 (the “Standard Agreement”). The Department has conditionally agreed to provide the grant to the Recipient in an aggregate total amount not to exceed Three Million Seven Hundred and Fifty Thousand AND 00/100 Dollars (\$3,750,000.00) (the “Program Funds”). The Program Funds consist of \$3,300,000.00 for Sustainable Transportation Infrastructure (“STI”), \$300,000.00 for Transportation-Related Amenities (“TRA”), and \$150,000.00 for Programs (“PGM”). The Standard Agreement and all amendments, exhibits and attachments thereto, the Application, this Agreement and all amendments, exhibits and attachments thereto (the “Grant Documents”), and all the terms of the other Grant Documents are incorporated in full by reference to this Agreement.

- B. The parties hereto wish to enter into an agreement for the disbursement of Program Funds to ensure timely completion of the Work as set forth in the Standard Agreement (the “Work”) in accordance with the requirements of the Grant Documents, the Guidelines, the Council, the Department, and the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are a part of this Agreement.
2. Project. The Recipient shall complete the Work, as described in the Standard Agreement, on the real property described in Exhibit A hereto (the "Property") and incorporated herein, in accordance with the Standard Agreement and the Scope of Work as described in Exhibit B attached hereto and incorporated herein.
3. Representations and Warranties. Recipient represents and warrants to the Department as follows:
  - a. Organization. Recipient is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own or lease the Property and to own, develop, construct, operate and maintain the Work. The copies of the documents evidencing the organization of Recipient delivered to the Department are true, complete, and correct copies of the originals, as amended to the date of this Agreement.
  - b. Authority of Recipient. Recipient has full power and authority to execute and deliver the Grant Documents and all other instruments, agreements and documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.
  - c. Authority of Persons Executing Documents. The Grant Documents and all other instruments, agreements and documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Recipient. All actions required under Recipient's organizational documents and applicable governing law for the authorization, execution, delivery and performance of the Grant Documents and all other instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.
  - d. No Breach of Law or Agreement. None of the execution or delivery of the Grant Documents and other instrument, agreement and document executed and delivered, or to be

executed or delivered, pursuant to this Agreement, or the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission, or agency whatsoever binding on the Property or the Recipient, or any provision of the organizational documents of the Recipient, will conflict with or constitute a breach of or a default under any agreement to which Recipient is a party, or will result in the creation or imposition of any lien upon the Property of Recipient, other than liens approved by the Department.

- e. Compliance with Laws; Consents and Approvals. The Work will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies having jurisdiction over either the Recipient, the Property, the Work, and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency. All permits, consents, permissions and licenses required by any federal, state or local government or agency to which Recipient, the Property, the Work is subject, which may be necessary in relation to this Agreement or the acquisition, development, construction or ownership of the Work, at or prior to the commencement of construction, have been, or will be, obtained, and none of such consents, permissions and licenses are subject to appeal or to conditions which have not been met.
- f. Pending Proceedings. The Recipient is not in default under any law or regulations or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Recipient, threatened against or affecting Recipient, the Property, or the Work, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Recipient, materially affect Recipient's ability to acquire, construct or develop the Work.
- g. Title to Property. Recipient or its Department-approved affiliate will have good and marketable title to the Property, Work or a leasehold interest therein approved by the Department and there shall exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real

property taxes and assessments not yet due and payable and other matters of record approved in writing by the Department.

- h. Financial Statements. The financial statements of Recipient and other financial data and information if requested by the Department and furnished by Recipient, fairly represents the financial information contained therein.
  - i. Adequacy of Program Funds. The amount of the Program Funds, together with any funds to be provided by the Recipient or to the Recipient from any other sources, is adequate as financing for the Work in accordance with Exhibit C.
  - j. Payment of Taxes. All federal, state, county and municipal taxes required to be paid by the Recipient or on account of the Property due and payable as of the date of this Agreement have been paid in full as of such date, and will continue to be paid when due, prior to delinquency, going forward.
  - k. Availability of Utilities. For HRI activities, all utilities necessary for the development and occupancy of the residential rental Affordable Housing Development described in the Application and the Standard Agreement providing the affordable housing units, as described therein, in consideration of that portion of the Grant ("Affordable Housing Development") are available at or within the boundaries of the Affordable Housing Development and all steps necessary to assure that such utility services will be available upon completion of the Affordable Housing Development have been taken.
  - l. Hazardous Materials. Recipient has performed due diligence review of the condition of the Work including review to disclose the possible existence of asbestos and toxic or hazardous materials. All information regarding the condition of the Work have been disclosed to the Department in writing including but not limited to all Phase I, soils and hazardous materials reports regarding the condition of the Property, the Work.
4. Sources and Uses. The Recipient has received, or will receive, funds for the purpose of developing the Work in the amounts and the sources identified in the Sources and Uses of Funds attached hereto and incorporated herein as Exhibit C. All funds shall be used and secured in the manner specified in Exhibit C. Recipient agrees to

comply with and satisfy all the terms and conditions imposed on the Recipient in connection with the sources of funding identified in the Sources and Uses of Funds.

5. Use of Funds. Recipient agrees that the Program Funds shall be expended only in accordance with the applicable statutes and Guidelines governing the Program, and only for the purposes and activities set forth in this Agreement. The Program Funds shall be used exclusively for the reimbursement of Approved Costs as shown in the Project Budget, as the same may be amended from time to time with the written approval of the Department, such reimbursement for, costs to be made only after the same have been incurred by the Recipient. "Approved Costs" shall mean all hard and soft eligible costs under the Program (and modifications thereto), which were approved, or will be approved by the Department, which are needed for the completion of the Work, in accordance with Scope of Work.
6. Disbursement Schedule. The Disbursement Schedule attached to this Disbursement Agreement as Exhibit D represents a good faith estimate of when the Program Funds will be disbursed to pay costs. The Department and the Recipient shall confer as necessary, to update the Disbursement Schedule throughout the construction period.
7. Displacement and Relocation. If the acquisition, construction or development of the Work will result in the temporary or permanent displacement of occupants, the Recipient shall provide relocation payments and assistance in accordance with the applicable Federal and State requirements.
8. Contractors and Subcontractor. For the performance of all construction work on the HRI, STI or TRA, Recipient agrees to use a licensed, insured, financially solvent, and reputable general contractor or contractors ("Contractor") in order to complete the Scope of Work described in Exhibit B. Any successor to or substitute for the Contractor shall be subject to the approval of the Department. The Recipient hereby certifies that the Contractor is in good standing with the California State Contractors' License Board. The Recipient shall only contract with contractors, and shall ensure that the Contractor and any successor thereto shall only contract with subcontractors, which are so licensed.

For the completion and performance of all PGM work, if applicable as set forth in the application, any successor to or substitute for the



Recipient shall be subject to the approval of the Department.

9. Construction Contract. The Recipient shall enter into a written contract or contracts with the Contractor for the performance of the Scope of Work as set forth in Paragraph 2 above (the "Construction Contract"). Recipient shall not terminate or substantially amend the Construction Contract with respect to the HRI, STI or TRA without the prior written approval of the Department. Recipient shall monitor and enforce the terms and conditions of the Construction Contract to ensure completion of the Scope of Work. The Construction Contract shall contain provisions for compliance with State Prevailing Wage Law as required by the Grant Documents and the Guidelines.
10. Construction Responsibilities. Recipient shall be solely responsible for all aspects of Recipient's business and conduct in connection with the Property, the Work, including, but not limited to, the quality and suitability of the Scope of Work and the equipment used in the construction of the Work, the supervision of the work of construction, the qualifications, financial condition and performance of all architects, engineers, contractors and subcontractors of any tier, material suppliers, consultants and property managers, and the accuracy of all applications for payment and the proper application of all disbursements.
11. Delay. Recipient shall promptly notify the Department in writing of any event causing delay or interruption of construction work, in excess of three (3) working days, or the timely completion of construction for a period of five (5) working days beyond the scheduled completion date. The notice shall specify the particular work delayed and the cause and period of each delay.
12. Purchase of Materials Under Title Retention Agreement. The Recipient shall not purchase or install or permit to be purchased or installed any materials, equipment, fixtures or other part of the HRI, STI, or TRA under any agreements or arrangements wherein the supplier or seller reserves or purports to reserve the right to a vendor's lien, or to remove or to repossess any such items, or to consider them personal property after their incorporation into the HRI, STI, or TRA, unless authorized in writing by the Department.
13. Liens and Stop Notices. If a claim of lien is recorded affecting the Property, or the Work or a bonded stop notice is served upon the Department which affects Program Funds or the Recipient's other funding, Recipient shall, within twenty (20) days of such recording or service or within five (5) days of the Department's demand

(whichever last occurs): (i) pay and fully discharge the same; (ii) effect the release thereof by recording or delivering to the Department a surety bond in sufficient form and amount, or otherwise; or (iii) provide the Department with other assurance which the Department deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of the Department from the effect of such lien or bonded stop notice. If Recipient has not received actual notice of the claim of lien or bonded stop notice prior to the Department's demand, then the five (5) day period described above shall be extended to twenty (20) days. Recipient shall give the Department prompt written notice of all lien claims affecting the Property, or the Work.

14. General Conditions of Disbursement. Disbursement of Program Funds shall be subject to the following conditions:
  - a. Disbursement of Program Funds shall be subject to the procedures and conditions set forth in this Agreement and Exhibit B of the Standard Agreement.
  - b. The Department shall disburse Program Funds to Recipient for reimbursement of Approved Costs incurred by Recipient as provided for herein.
  - c. The aggregate disbursement of all or any portion of a Disbursement Request submitted to the Program for eligible hard construction costs under the Construction Contract shall be limited to an amount equal to ninety percent (90%) of such costs with the ten percent (10%) being retained except for the final disbursement of Program Funds. The ten percent retained amount shall be disbursed as part of the final disbursement as set forth in Paragraph 18 hereof.
  - d. There exists no Event of Default, as defined in this Agreement, or the Standard Agreement, or event, omission or failure of condition which would constitute a default or Event of Default after notice or lapse of time, or both that will not be cured concurrently with the funding of the Program Funds.
  - e. Recipient has satisfied all requirements for receipt of the Program Funds in accordance with the applicable statutes and the Guidelines.

- f. Right to Condition Disbursements. The Department shall have the right to condition any disbursement upon receipt and approval of such documentation, evidence or information that the Department may request, including, but not limited to, vouchers, invoices, and architect's inspector's and/or engineer's periodic certifications of the percentage and/or stage of construction that has been completed.
15. Conditions Precedent to Individual Disbursements. The Department shall not be obligated to make any disbursement of Program Funds or take any other actions under this Agreement or the Standard Agreement unless, in addition to satisfying any other conditions contained herein, all of the following conditions precedent are also satisfied at the time of such actions:
- a. Recipient has and will continue to maintain site control over the Work. Recipient has provided to the Department evidence demonstrating that Recipient has obtained all licenses, easements and right-of-way or other interest required for completion of the Work.
  - b. If applicable, Recipient has provided to the Department a relocation plan conforming to the requirements of state law and regulations issued by the Department in California Code of Regulations Title 25, Section 6000 et seq.
  - c. Recipient has executed and provided to the Department a Certificate of Identity of Interest.
  - d. Recipient has obtained all necessary insurance policies and endorsements as described in Exhibit E of this Agreement.
  - e. The Recipient shall provide security to assure completion of the Project by furnishing the Department and other construction lenders with performance and payment bonds, or a letter of credit for the Work, which shall remain in effect during the entire term of construction of the Work, and which shall be in a form and from an issuer which is acceptable to the construction lenders and Department. The performance bond shall be in an amount at least equal to one hundred percent (100%) of the approved construction costs to provide security for the faithful performance of the Standard Agreement including a warranty period of at least 12 months after completion. The payment bond shall be in an amount at least equal to one hundred percent (100%) of the approved

construction costs to provide security for the payment of all persons performing labor on the Project and furnishing materials in connection with the Project. If a letter of credit is used, it shall be in an amount equal to at least 20% of the approved construction costs. The Department shall be named as an additional obligee in the bonds or beneficiary under a letter of credit.

- f. Recipient has obtained all required permits and approvals required for the lawful construction of the Work and, when required by the Department, the Affordable Housing Development.
- g. Where approval by a local public works department, or its equivalent, is required for the HRI, STI, or TRA, the applicant must submit a statement from that department, or other documentation acceptable to the Department, indicating that the HRI, STI or TRA has received that approval.
- h. Recipient has received all required public agency entitlements and land use approvals for the Housing Development.
- i. Submission to the Department of all lien waivers required by the Department or passage of the applicable statutory periods for filing mechanic and other similar liens.
- j. Recipient has obtained all applicable CEQA and NEPA clearances and submitted evidence thereof as required by the Department.
- k. For HRI activities, Recipient has provided to the Department a title report acceptable to the Department.
- l. For HRI activities, Recipient has executed and recorded a written covenant for the development of affordable housing with the Department as required in the Standard Agreement.
- m. Recipient has provided evidence of binding agreements for construction financing and enforceable commitments for permanent financing as identified in the Sources and Uses of Funds (or equivalent, alternative financing approved by the Department) demonstrating adequate funding to complete the Work.
- n. Recipient has provided evidence acceptable to the

Department of ongoing compliance with state prevailing wage law as required by the Grant Documents and the Guidelines.

- o. Recipient has completed, executed and submitted to the Department, on a form provided by the Department, a Draw Request indicating Recipient's request for disbursement of Program Funds.
- p. Recipient has completed or complied with all events or conditions in the Disbursement Schedule prior to the submission of the Draw Request.
- q. Recipient has complied with all special conditions contained in the Exhibit F, which are conditions precedent to the disbursement of Program Funds.
- r. Recipient has submitted a Draw Request as provided below.

16. Draw Requests.

- a. Application for Payment. Recipient shall request Program Funds by submitting a written itemized statement or Draw Request in a form that is acceptable to the Department (the "Draw Request"), subject to the conditions set forth below. A Draw Request for payment shall be submitted to the Department not more frequently than once monthly. The Department shall determine whether or not the conditions precedent to its obligation to advance Program Funds have been satisfied or whether or not to waive any conditions precedent to its obligations to advance its Program Funds which the Department determines have not been satisfied.
- b. Contents of Application for Payment. Each Draw Request shall set forth the following: (i) a description of work performed, material supplied and/or costs incurred for which the disbursement is requested with respect to any Approved Costs shown as a line item ("Item") in the Sources and Uses of Funds; (ii) the total amount incurred or expended for each requested Item, less prior disbursement; and (iii) the percentage of completion of the portion of the work to be paid from the Item.

- c. Delivery of Draw Request. Recipient shall deliver each Draw Request to the Department at its address set forth in Paragraph 30 or such other address designated by the Department in writing. Each Draw Request shall be subject to the approval of the Department.
- d. Documentation. For HRI, STI and TRA activities, each Draw Request shall be accompanied by the following: (i) copies of paid invoices and unconditional lien releases for construction costs paid with the proceeds of prior Draw Requests (except for the first Draw Request), and conditional (upon receipt of payment) lien releases for construction costs to be paid with the proceeds of the present Draw Request, which invoices and lien releases shall be considered a part of each Draw Request; (ii) a copy of inspection report or other documentation from localities, municipalities, or other construction lenders indicating the percentage of work completed pertaining to present Draw Request; (iii) submission of all lien waivers required by the Department or passage of the applicable statutory periods for filing mechanic and other similar liens; and (iv) any applicable change order(s) that affect or alter the Scope of Work.

For PGM, each Draw Request shall be accompanied by copies of paid invoices for eligible costs.

17. Approval of Draw Request.

- a. Procedure. The Department shall within thirty (30) business days after receipt of a Draw Request containing all of the items described in Paragraph 15, above, determine the amount of the Draw Request to be approved, notify Recipient of such amount, and disburse the approved amount, by state warrant, to the Recipient or designated payee approved by the Department.
- b. Disapproval. Any item in a Draw Request which is not specifically approved within thirty (30) business days shall be deemed disapproved. On the basis of the progress of work performed on the Work and the conditions precedent to making disbursements in this Agreement, the Standard Agreement and the applicable statutes and Guidelines, the Department may disapprove all or part of a Draw Request. In the event the Department disapproves any portion of the amount requested by Recipient in a Draw Request, the

Department shall promptly notify the Recipient in writing of the disapproved amount and the reason therefore.

- c. Concurrent Review of Draw Request. In the event any item shall be disapproved or deemed disapproved, the Recipient and the Department shall meet and in good faith attempt to resolve the matter to their mutual satisfaction.
  - d. Disbursement of Undisputed Amounts. In the event of any dispute, the Department shall disburse the amount of the Draw Request not in dispute, and fund any disputed amount promptly upon resolution of the dispute. Disputed amounts shall not be deducted from the Department's Program Funds, but shall be available for disbursement for other approved costs in accordance with the Sources and Uses of Funds. The Department and Recipient shall seek to resolve any disputes promptly and in good faith.
18. Condition Precedent to Final Disbursement. The final disbursement of the of Program Funds, including ten percent (10%) retention of hard construction costs, shall be subject to the following conditions:
- a. All of the conditions set forth in Paragraphs 14, 15 and 16 above have been met.
  - b. Submission to the Department of a notice of completion duly recorded by Recipient.
  - c. For HRI activities, submission to the Department of a certificate of occupancy for the Affordable Housing Development issued by the local government having jurisdiction over the Affordable Housing Development, or any equivalent thereto acceptable to the Department.
  - d. Receipt by the Department, if so requested, of a development cost audit for the HRI, STI or TRA satisfactory to the Department.
  - e. Issuance of a certificate or certificates, each in form and substance satisfactory to the Department, executed by Recipient and the architect, either jointly or severally, each certifying that the HRI, STI or TRA has been completed in accordance with the Scope of Work.

- f. Completion of the HRI, STI or TRA in accordance with Exhibit B and acceptance and approval of the Project by the Department and by any person or governmental agency whose approval may be required.
  - g. Submission to the Department of all lien waivers required by the Department or passage of the applicable statutory periods for filing mechanic and other similar liens.
  - h. Disposition of mechanic's liens that have been recorded or stop notices that have been delivered to the Department or other construction lenders, so that any such liens shall have been paid, settled, bonded around or otherwise extinguished or discharged, and the Department has been provided satisfactory evidence of such payment, settlement, bond or discharge, including without limitation all statutory waivers.
19. Disbursement of Program Funds Received by Recipient. All Program Funds received by Recipient shall be disbursed to pay costs in accordance with the Draw Request approved by the Department and in accordance with this Agreement.
20. Inspection of the Work. The Department shall have the right to inspect the Work. Recipient shall deliver to the Department any inspection reports prepared on behalf of the other construction lenders, to the extent available to the Recipient. Inspection of the Work shall be for the sole purpose of protecting the Department's interest and is not to be construed as a representation by the Department that there has been compliance with plans or that the Work will be free of faulty materials or workmanship. The Recipient can make or cause to be made such other independent inspections as the Recipient may desire for its own protection.
21. Events of Default. The occurrence of any of the following events shall constitute an Event of Default hereunder following written notice to the Recipient by the Department, specifying (i) the applicable event, (ii) the action required to prevent such event from becoming an Event of Default, and (iii) a date, which shall be not fewer than fifteen (15) days after the date the notice is mailed to Recipient, by which such action must be taken:
- a. Monetary. (i) Recipient's failure or inability to secure anticipated permanent financing from parties other than the Department's Program Funds as specified in Exhibit C (or equivalent alternative financing approved by the Department),



regardless of fault of the Recipient; (ii) Recipient's failure to use or apply Program Funds in the manner specified by, or consistent with the purposes of this Agreement and as specified in Exhibits B and C; or (iii) the occurrence of an Event of Default under the terms of the commitment for any of the loans or grants received from other construction funding sources as specified in Exhibit C hereto which results in a termination or cancellation of such commitment(s).

- b. Construction; Use. (i) Recipient's failure to remedy any material deviation in the work of construction from the Scope of Work that occurred without the Department's approval or defective workmanship or materials in constructing the Work, in each case to the Department's satisfaction, within ten (10) days of the Department's written demand to do so; (ii) the cessation of construction of the Work prior to completion for a continuous period of more than fifteen (15) days (unless caused by war, rebellion, insurrection, strike, lockout, boycott or act of God, or other event beyond the Recipient's control as determined in the sole discretion of the Department); (iii) the prohibition, enjoining or delay (in any manner) of the construction of, or the prohibition or enjoining (in any manner) of the leasing or sale of any unit in the Affordable Housing Development in accordance with the Grant Documents for a continuous period of more than thirty (30) days; or (iv) the curtailment in availability to the Work for a continuous period of more than thirty (30) days of utilities or other public services necessary for construction or the full occupancy or utilization of the Work.
- c. Performance of Obligations. Recipient's default and failure to cure such default in a timely manner under any other Grant Documents or other construction lender loan documents, Recipient's default under any ground lease or sale of the Affordable Housing Development, or Recipient's failure to perform its obligations under this Agreement.
- d. Representations and Warranties. (i) Any of Recipient's representations or warranties in any of the Grant Documents or any statements, certificates or schedules furnished by Recipient to the Department, shall prove to have been untrue in any material respect when made or the Recipient shall have concealed any material fact from the Department, (ii) any of the Recipient's representations or warranties in any of the Grant Documents or any statement, certificates or schedules

furnished by Recipient to the Department, other than representations, warranties, statements and certificates as to the financial condition of Recipient or any other person, shall cease to be true and shall remain untrue for thirty (30) days after notice of such change to Recipient by the Department, or (iii) any material adverse change in the financial condition of Recipient from the financial condition represented to the Department as of the date of this Agreement which alters or affects the Scope of Work.

- e. Voluntary Bankruptcy; Insolvency; Dissolution. Recipient's or any general partner, manager, or other controlling entity of Recipient's (i) filing of a petition for relief under any state or federal law regarding bankruptcy, reorganization or other relief to debtors; (ii) filing any pleading in any involuntary proceeding under any state or federal law regarding bankruptcy, reorganization or other relief to debtors which admits the jurisdiction of the court or the petition's material allegations regarding the Recipient's or such other person's insolvency; (iii) making a general assignment for the benefit of creditors; (iv) applying for, or the appointment of, a receiver, trustee, custodian or liquidator of Recipient, any general partner, manager, or other controlling entity of Recipient or any of their respective properties; (v) inability or admission in writing of its inability to pay its debts as they are due; or (vi) death, if an individual; or the filing by Recipient or any general partner, manager, or other controlling entity of Recipient of a petition seeking the liquidation or dissolution of Recipient or any general partner, manager, or other controlling entity of Recipient or the commencement of any other procedure to liquidate or dissolve Recipient or any general partner, manager, or other controlling entity of Recipient.
- f. Involuntary Bankruptcy. Recipient's or any general partner, manager, or other controlling entity of Recipient's failure to effect a full dismissal of any involuntary (i) petition under any state or federal law regarding bankruptcy, reorganization or other relief to debtors; (ii) proceeding for the appointment of a receiver, trustee or liquidator for Recipient or any general partner, manager, or other controlling entity of Recipient or all or a material part of the assets of the Recipient or any general partner, manager, or other controlling entity of Recipient, or (iii) petition or proceeding under other state or federal law regarding bankruptcy, reorganization or other relief to debtors that is filed against Recipient or any general partner,

manager, or other controlling entity of Recipient or in any way restrains or limits Recipient or any general partner, manager, or other controlling entity of Recipient or the Department regarding the Program Funds, the Property, the Work, in any event prior to the earlier of the entry of any order granting relief sought in the involuntary petition or proceeding, or sixty (60) days after the date of filing of the petition or beginning of the proceeding.

- g. Liens; Attachment; Condemnation; Encroachments. (i) The filing of any claim of lien against the Property, the Work, or any part thereof, or service on the Department of any bonded stop notice relating to the Property, or the Work, and the continuance of the claim for lien or bonded stop notice for twenty (20) days after Recipient receives actual notice thereof without discharge, satisfaction or provision for payment being made as provided for in Paragraph 13 hereof; (ii) the condemnation, seizure or appropriation of, or the occurrence of an uninsured casualty with respect to, any material portion of the Property, or the Work, such materiality to be determined by the Department in its sole and absolute discretion; (iii) the sequestration or attachment of, assignment by Recipient for the benefit of its creditors of, or any levy or execution upon, the Property, the Work, other collateral provided by Recipient under any of the Grant Documents, monies in any account as may be required under any Grant Documents for the deposit of operating income, or substantial portion of the other assets of Recipient, which is not fully released, expunged or dismissed prior to the earlier of sixty (60) days after sequestration, attachment or execution or the sale of the assets affected thereby; or (iv) any survey provided to the Department upon a request for a disbursement of Program Funds shows encroachments which occurred without the written approval of the Department which, in its sole discretion, the Department requires to be removed or corrected, and the failure to remove or correct any such encroachments within thirty (30) days after receipt of the survey.
- h. General. Recipient's breach of any condition, covenant, warranty, promise or representation contained in this Agreement not otherwise resulting in an Event of Default hereunder and the continuance of such breach for a period of thirty (30) days after written notice thereof to Recipient.

22. Remedies upon an Event of Default. Upon the happening of an Event of Default, the Department's obligation to disburse Program Funds shall terminate and the Department shall have the right to withhold any further disbursement of Program Funds until the default has been cured. Upon the occurrence of an Event of Default, the Department may also, in addition to all other rights and remedies available to the Department hereunder or under the Grant Documents or applicable law or in equity, at its option, proceed with any or all remedies set forth herein:
- a. Terminate this Agreement.
  - b. Call all sums paid or advanced under the Program due and payable, all without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notice or demand of any kind or character.
  - c. Completion of Project. The Department shall have the right to enter into possession of the Property, or the Work, to take over and complete the Work in accordance with the Scope of Work, to discharge and replace the Contractor and to employ personnel to protect the Property, the Work and, for those purposes, to make disbursements of Program Funds. All such disbursements shall be deemed to have been paid to the Recipient by the Department. Any funds so paid or advanced shall be reimbursed to the Department by Recipient on demand, together with interest thereon at the rate of ten (10%) percent per annum from the date of expenditure. Any contracts entered into or indebtedness incurred upon the exercise of such right may be in the name of the Recipient, and for such purposes and the other purposes of this Paragraph 22 the Department is hereby authorized and irrevocably appointed attorney-in-fact (said appointment being coupled with an interest) to enter into said contracts or agreements or contracts or agreements theretofore made by or on behalf of Recipient and to do any and all things necessary or proper to complete the work of construction, including the signing of Recipient's name to such contracts and documents as may be deemed necessary by counsel for the Department.

In addition to the foregoing and not in limitation thereof, the Recipient hereby further empowers the Department as said attorney-in-fact as follows: (i) to use any Program Funds for the purpose of completing the construction of the HRI or TRI

in the manner called for by the Scope of Work; (ii) to make such additions, changes and corrections in the Scope of Work as shall be necessary or desirable to complete the HRI, STI, or TRA in substantially the manner contemplated by the Scope of Work; (iii) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for said purposes; (iv) to pay, settle or compromise all existing bills and claims which may be liens against the Property, the HRI, STI or TRA, or any part thereof, or as may be necessary or desirable for the completion of the construction of the HRI, STI, or TRA, or for clearance of title; (v) to execute all applications and certificates in the name of the Recipient which may be required by the Construction Contract or documents entered into in connection therewith; (vi) to prosecute and defend all actions and proceedings in connection with the Property or the construction of the HRI, STI, or TRA and to take such action and require such performance necessary; and (vii) to do any and every act which the Recipient might do in its own behalf with regard to completion of the construction of the HRI, STI, or TRA. In no event shall the Department be required to expend its own funds to complete the HRI, STI, or TRA if the remaining Program Funds are insufficient, but the Department may, at its option, advance such funds.

- d. Stoppage of Construction. Upon an Event of Default specified in subparagraph (b)(i), (b)(iv) or (g)(iv) of Paragraph 21, the Department may order immediate stoppage of construction and demand that the condition be corrected, notwithstanding any right of Recipient under this Agreement to correct or insure against such defects. After issuance of such an order in writing, no further work shall be done on the HRI or TRI without the prior written consent of the Department and until said condition has been fully corrected.
- e. Curing of Defaults by Disbursement From Program Funds. Upon the happening of any Event of Default that may be cured by payment of money, the Department shall have the right to make such payment from the Program Funds. If the payment of any such sums may, in the Department's good faith determination, result in the reduction in the total amount of remaining Program Funds below that required to complete construction of the HRI, STI, or TRA, the amount which the Department determines in good faith to be necessary to provide for such completion shall be deposited by Recipient

with the Department or in such account as the Department may designate, within ten (10) days after written demand therefore by the Department.

- f. Judgment for Specific Performance; Appointment of a Receiver. Upon the occurrence of an Event of Default, the Department may seek an order for specific performance in any court of competent jurisdiction or may apply to any such court for the appointment of a receiver to take over and complete construction of the Work in accordance with the terms of the Grant Documents, or for such other relief as may be appropriate.
23. Right to Advance or Post Program Funds. Where disputes have arisen which, in the good faith opinion of the Department, may endanger timely completion of the Work or fulfillment of any condition precedent or covenant herein or result in lien claims against the Property or the Work, the Department may agree to advance Program Funds for the account of Recipient without prejudice to Recipient's rights, if any, to recover said funds from the party to whom paid. Such agreement or agreements may take the form which the Department, in its discretion, deems proper, including, but without limiting the generality of the foregoing, agreements to indemnify a title insurer against possible assertion of lien claims, agreements to pay disputed amounts to the Contractor or any potential lien claimant in the event Recipient is unable or unwilling to pay the same, and the like. All sums paid or agreed to be paid pursuant to such undertaking shall be for the account of Recipient, and Recipient agrees to reimburse the Department for any such payments made upon demand therefore with interest at the rate of ten (10%) percent per annum, or such lower rate of interest as may be approved by the Department, from the date of payment until date of reimbursement. Nothing in this or any other paragraph of this Agreement shall be construed to require the Department to advance monies over and above the amount of the Program Funds, though the Department may, at its option, advance such amounts.
  24. Right of Contest. Recipient shall have the right to contest in good faith any claim, demand, levy or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Department or the rights of the Department hereunder. Upon demand by the Department, Recipient shall make suitable provision by deposit of funds with the Department or by bond or by title insurance or other assurance satisfactory to the Department for the

possibility that the contest will be unsuccessful. Such provision shall be made five (5) days after demand therefore, and, if made by deposit of funds with the Department, the amount so deposited shall be disbursed in accordance with the resolution of the contest either to Recipient or the adverse claimant.

25. Rights Cumulative, No Waiver. All the Department's rights and remedies provided herein and in the other Grant Documents, granted by law or otherwise, are cumulative and non-exclusive to the maximum extent permitted by law, and, except as provided herein, may be exercised by the Department at any time. No waiver shall be implied from any failure of the Department to take, or any delay by the Department in taking, action concerning any Event of Default or failure of condition under the Grant Documents, or from any previous waiver of any similar or unrelated Event of Default or failure of condition. Any waiver or approval under any of the Grant Documents must be express, in writing, and shall be limited to its specific terms.
26. Attorneys' Fees; Enforcement. If any attorney, including the California Attorney General, is engaged by the Department to enforce, construe or defend any provision of any of the Grant Documents, or as a consequence of any Event of Default not cured hereunder or default under any other Department document, with or without the filing of any legal action or proceeding, Recipient shall pay to the Department, immediately upon demand, the amount of all attorneys' fees and costs incurred by the Department in connection therewith, together with interest thereon from the date of such demand at the rate of ten percent (10%) per annum.
27. Enforcement of the Construction Contract. The parties hereto agree that the Department shall have, and is hereby assigned, the right of the Recipient to enforce the provisions of the Construction Contract and all documents related thereto in the event, as determined by the Department, in its sole discretion, that the Recipient fails, refuses, or is otherwise unable to enforce them. The Department shall notify the Recipient, in writing, of its determination to effect this assignment, specifying the reasons therefor, at least fifteen (15) days prior to the Department's undertaking any such action.
28. Indemnification and Waiver.
  - a. Indemnification. Recipient agrees to indemnify the Department and its agents, employees and officers against, and hold the Department and its agents, employees and

officers harmless from, any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees), of every name, kind and description, which the Department may incur as a direct or indirect consequence of: (i) the making of the grant to the Recipient, except for violations of banking laws or regulations by the Department; (ii) Recipient's failure to perform any obligations as and when required by this Agreement or any of the Grant Documents; (iii) any failure at any time of any of Recipient's representations or warranties to be true and correct; (iv) any act or omission by Recipient, any contractor, subcontractor, material supplier, engineer, architect or other person or entity with respect to the Property, or the Work; or (v) the presence of hazardous substances on or at the Property, or the Work. Recipient shall pay immediately upon the Department's demand any amounts owing under this indemnity together with interest from the date the indebtedness arises until paid at the rate of ten percent (10%) per annum. The duty of the Recipient to indemnify and hold harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. Recipient shall indemnify, defend, and hold harmless the Department and its agents, officers and employees as set forth herein regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary on the part of the Department or the Recipient or their respective agents, officers, employees, contractors or subcontractors; provided, however, that Recipient's duty to indemnify and hold harmless hereunder shall not extend to liability arising from gross negligence or willful misconduct of the Department. Recipient's duty to indemnify the Department shall survive the term of this Agreement or the cancellation of the Standard Agreement.

- b. Waiver and Release. The Recipient waives and releases any and all rights to any types of express or implied indemnity against the Department or its agents, officers or employees.
- c. Waiver. The Recipient expressly waives the protections of Section 1542 of the Civil Code in relation to subparagraphs (a) and (b) above. Said section 1542 provides as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have**



**materially affected his or her settlement with the debtor or released party.**

29. Further Assurances. At the Department's request and at Recipient's expense, Recipient shall execute, acknowledge and deliver any other instrument and perform any other act necessary, desirable or proper (as determined by the Department) to carry out the purpose of the Grant Documents or to perfect and preserve any liens or covenants created by the Grant Documents.
30. Notices. All written notices and demands under the Grant Documents shall be deemed served upon delivery or, if mailed, upon the date shown on the delivery receipt (or the date on which delivery was refused as shown on the delivery receipt) after deposit in United States Postal Service certified mail, postage prepaid, return receipt requested, or after delivery or attempted delivery by an express delivery service, and addressed to the address of Recipient or to the primary place of business or the mailing address of the Department, as applicable, appearing below. Notice of change of address may be given in the same manner, provided Recipient's address shall be in the State of California or the state where Recipient's principal place of business is located, as represented to the Department in the Grant Documents.

Recipient's Address:

Susan Friedland, Chief Executive Officer  
Satellite Affordable Housing Associates  
1835 Alcatraz Avenue  
Berkeley, CA 94703

**Name, Title**

City of Napa

**Street**

Napa, CA 94559

Department's Address:

Department of Housing and Community Development  
Division of Financial Assistance - Administration  
Affordable Housing and Sustainable Communities Program  
2020 W. El Camino Avenue, Suite 500  
Sacramento, California 95833

31. Amendments and Additional Agreements. This Agreement shall not

be altered or amended except in writing executed by all parties. The Recipient agrees that any other agreements entered into by the Recipient relating to the performance of this Agreement shall be subject to the written approval of the Department.

32. Books and Records. Recipient shall maintain complete books of accounts and other records for the Project and for the use of the Program Funds; including, but not limited to, records of preliminary notices, lien releases, invoices and receipts, and certificates of insurance pertaining to the Contractor and each subcontractor; and the same shall be available for inspection and copying by the Department upon reasonable notice to Recipient.
33. No Third Parties Benefited. No person other than the Department and Recipient and their permitted successors and assigns shall have any right of action under any of the Grant Documents.
34. Authority to File Notices. At any time subsequent to the funding of the Program Funds, Recipient irrevocably appoints and authorizes the Department, as Recipient's attorney-in-fact, which agency is coupled with an interest, to execute and record, on either of them, in the Department's or Recipient's name, any notices, instruments or documents that the Department deems appropriate to protect the Department's interest under any of the Grant Documents.
35. Actions. At any time subsequent to the funding of the Program Funds, the Department may commence, appear in or defend any action or proceeding purporting to affect the Property, the Work or the Grant Documents, or the rights, duties or liabilities of Recipient or the Department under the Grant Documents. In exercising this right, the Department may incur, or incur and pay, reasonable costs and expenses including, without limit, attorneys' fees and court costs, and Recipient agrees to pay all such expenses so incurred and reimburse the Department for any expenses so paid together with interest thereon at the rate of ten percent (10%) per annum from the date incurred until repaid.
36. Relationship of Parties. The relationship of Recipient and the Department under the Grant Documents is, and shall at all times remain, solely that of Recipient as the grantee and Department as grantor. The Department neither undertakes nor assumes any responsibility or duty to Recipient or to any third party with respect to the Property, or the Work, except as expressly provided in the Grant Documents.

37. Assignment of Grant Documents. The Recipient shall not assign, encumber, or otherwise alienate any of its interest, or any portion of the Grant Documents, or in any monies due or to become due thereunder, without the Department's express prior written consent in its sole discretion. Any such assignment made without the Department's consent shall be void. Recipient recognizes that this is not a commercial loan and that the Department would not make the grant except in reliance on Recipient's expertise and reputation. In this instance, the work to be funded has not been performed at the time of grant approval and the Department is relying on Recipient's expertise and prior experience to construct and develop the Work in accordance with the terms of the Grant Documents.
38. Restrictions on Transfer of the Project and Interest in Recipient. Recipient shall not assign, sell, encumber, transfer or convey any interest held by the Recipient in the Work, including, without limitation, any general partnership interest, or other controlling interest, in the Recipient, except as provided for in this Agreement, without the Department's prior written consent in its sole discretion. Recipient shall promptly notify the Department of such transfers and shall provide the Department with any documents respecting such transfer as the Department may reasonably request; provided however that Recipient, if Recipient is a limited partnership, may sell, assign, transfer or convey limited partnership interests without the prior approval of the Department.
39. Integrated Agreement. This Agreement is made for sole benefit and protection of the parties hereto and no other person or persons shall have any right of action or right to rely hereon. As this Agreement contains all the terms and conditions agreed upon between the parties, no other agreement regarding the subject matter thereof shall be deemed to exist or bind any party unless in writing and signed by the party to be charged. Notwithstanding the foregoing sentence or any other provision of this Agreement, this Agreement does not supersede and shall not be deemed to amend any Department Grant Documents.
40. Termination of this Disbursement Agreement. This Agreement shall terminate ten years after all of the Program Funds have been fully disbursed and expended by Recipient.
41. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

42. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. All code references herein refer to the California Codes, unless specifically indicated otherwise.
43. Titles and Captions. Titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provisions hereof.
44. Interpretation. No provision in this Agreement is to be interpreted for or against either party because that party or his legal representatives drafted such provision.
45. Waiver, Amendments. No breach of any provisions hereof may be waived unless in writing. Waiver of any breach of any provisions hereof shall not be deemed to be a waiver of any other breach of the same or any other provisions hereof. This Agreement may be amended only by a written agreement executed by the parties in interest at the time of the modification.
46. Severance. If any provision of this Agreement is determined by a court of competent jurisdiction, to be illegal, invalid, or unenforceable, such provisions will be deemed to be severed and deleted from the Agreement, as a whole and neither such provisions, nor its severance and deletion shall in any way affect the validity of the remaining provisions of this Disbursement Agreement.
47. Voluntary Agreement. The parties hereto, and each of them, further represent and declare that the parties carefully read this Agreement and the parties know the contents thereof, and that the parties sign the same freely and voluntarily.
48. Attorney's Fees. In the event of any dispute between the parties regarding this Agreement, the prevailing party shall be entitled to recover costs and expenses, including but not limited to reasonable attorneys' fees.
49. Non-Discrimination. In the performance of this Agreement, Recipient shall not discriminate against any provider, or potential provider, on the basis of race, color, religion, ancestry, sex, age, national origin, physical handicap or any other arbitrary factor.
50. Incorporation. The following Exhibits, all attached hereto, are hereby

Affordable Housing and Sustainable Communities (AHSC) Program  
 Round IV - Grant  
 NOFA 110/012/187  
 Approved Date: 02/24/2020  
 Project: Manzanita Family Apartments  
 Prep Date: 3/02/2020

incorporated into this Agreement:

Exhibit A: Legal Description  
 Exhibit B: Scope of Work  
 Exhibit C: Sources and Uses of Funds (Activity Budget)  
 Exhibit C - 1 Sources and Uses of Funds (Affordable Housing Development)  
 Exhibit D: Disbursement Schedule  
 Exhibit E: Insurance Requirements  
 Exhibit F: Special Conditions

**IN WITNESS WHEREOF**, the Department and Recipient have executed this Disbursement Agreement as of the date set forth above.

**City of Napa**

City of Napa, Community & Housing Development Department

By: \_\_\_\_\_  
 Name, Title

Address:  
 Street Name  
 Napa, CA 94559

**Satellite Affordable Housing Associates**  
 a California nonprofit public benefit corporation

By: \_\_\_\_\_  
 Susan Friedland, Chief Executive Officer

Address:  
 1835 Alcatraz Avenue  
 Berkeley, CA 94703

**DEPARTMENT:**

Department of Housing and Community Development, a public agency of the State of California

By: \_\_\_\_\_  
 John Lemert, Loan Closing Manager  
 Loan Closing Section

Affordable Housing and Sustainable Communities (AHSC) Program  
 Round IV - Grant  
 NOFA 110/012/187  
 Approved Date: 02/24/2020  
 Project: Manzanita Family Apartments  
 Prep Date: 3/02/2020

**Exhibit “A” to Disbursement Agreement****Legal Description**

1. HRI N/A
2. STI 2951 Soscal Avenue, Napa, CA 94558
3. TRA 2951 Soscal Avenue, Napa, CA 94558

## Exhibit “B” to Disbursement Agreement

### Scope of Work

#### 1. HRI N/A

#### 2. STI

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure (“STI Work”) shall consist of Napa Valley Transportation Authority (NVTa) purchasing two electric buses to be used to expand service through the creation of the new Route 10 Express & Route 11 Express transit lines. Design and construction of crossing improvements at the cross streets along the Vine Trail, a Class I bicycle facility. Improvements include the installation of Rectangular Rapid Flashing Beacons at the uncontrolled crossing locations, and associated work including, but not limited to signage, striping, and concrete work. Total STI grant funds requested is \$3,300,000.00.

#### 3. TRA

The Scope of Work for this Agreement for Transportation-Related Amenities (“TRA”) shall consist of the design and construction of crossing improvements along Pueblo Ave between Crocker St and Azalea St, including but not limited to installation of Rectangular Rapid Flashing Beacons at an existing midblock crossing, curb, gutter, sidewalk, ADA ramps, signage & striping.; Design and construction of crossing improvements along Soscol Ave & Old Soscol Way, including but not limited to installation of a traffic signal at Soscol Ave/Old Soscol Way intersection, concrete work, signage and striping. Napa Valley Transportation Authority (NVTa) will install bus shelters and improve ADA accessibility to various bus stops within the project area. The new bus shelters will include solar lighting where feasible. Additionally, NVTa will purchase and install upgraded electric vehicle charging stations at the Redwood Park and Ride transit hub. Upgrading to new Chargepoint dual hose charging stations. Total TRA grant funds requested is \$300,000.00.

#### 4. Program Costs

The Scope of Work for this Agreement for Program Costs (“PGM Work”) shall consist of the following:

Satellite Affordable Housing Associates will provide at least 51 transit passes priced at no cost to residents of Manzanita Family Apartments. The total commitment over the 3 year timeframe of the transit passes will be \$95,400 (\$53/month for each pass x 50 passes (one free pass for each restricted unit) x 12 months x 3 years). The Napa County Bicycle Coalition will provide bicycle training programming for residents of the Manzanita Family Apartments project and local residents that may include pedestrian and bicycle safety education programs, bicycle clinics, and implementation of “walking school bus” or “bike train” programming. Total program grant funds requested is \$150,000.00.



**Exhibit “C” to Disbursement Agreement****Sources and Uses of Funds**  
**Activity Budget**

1. HRI – N/A

## 2. STI

Cost Category	ALL FUNDING SOURCES	
	AHSC STI Grant	Sources Total
<b>STI BUDGET #1 - NVTB Bus Purchases for Route 10 Express &amp; Route 11 Express</b>		
Vehicles	\$2,100,000	<b>\$2,100,000</b>
Other:	\$100,000	<b>\$100,000</b>
<b>Total Transit and Station Areas - Construction</b>	<b>\$2,200,000</b>	<b>\$2,200,000</b>
<b>Total STI #1 Budgeted Project Costs</b>	<b>\$2,200,000</b>	<b>\$2,200,000</b>
<i>Explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>		
<b>STI BUDGET #2 - Bikeway Improvements</b>		
Striping/Barricades (Bicycle Facilities)	\$15,000	<b>\$15,000</b>
Other: Rectangular Rapid Flashing Beacons	\$312,500	<b>\$312,500</b>
<b>Total Complete Streets Improvements - Construction</b>	<b>\$327,500</b>	<b>\$327,500</b>
<b>Total STI #2 Budgeted Project Costs</b>	<b>\$327,500</b>	<b>\$327,500</b>
<i>Explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>		
<b>STI BUDGET #3 - Pedestrian Crossing Improvements</b>		
Plan Specification and Estimates	\$100,000	<b>\$100,000</b>
<b>Total Preliminary Engineering</b>	<b>\$100,000</b>	<b>\$100,000</b>
Sidewalk, Curb and Gutter	\$160,000	<b>\$160,000</b>
Crossing and Traffic Signals	\$450,000	<b>\$450,000</b>
Other: Rectangular Rapid Flashing Beacons	\$62,500	<b>\$62,500</b>
<b>Total Complete Streets Improvements - Construction</b>	<b>\$672,500</b>	<b>\$672,500</b>
<b>Total STI #3 Budgeted Project Costs</b>	<b>\$772,500</b>	<b>\$772,500</b>
<i>Explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>		
<b>TOTAL SUSTAINABLE TRANSPORTATION INFRASTRUCTURE (STI) BUDGET</b>		
<b>Total Preliminary Engineering</b>	<b>\$100,000</b>	<b>\$100,000</b>
<b>Total Complete Streets Improvements - Construction</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>
<b>Total Transit and Station Areas - Construction</b>	<b>\$2,200,000</b>	<b>\$2,200,000</b>
<b>Total STI Budgeted Project Costs</b>	<b>\$3,300,000</b>	<b>\$3,300,000</b>

## 3. TRA

Cost Category	ALL FUNDING SOURCES	
	AHSC TRA Grant	Sources Total
<b>TRA BUDGET #1 - Project Name</b>		
Sidewalk, Curb, and Gutter	\$40,000	\$40,000
Boarding infrastructure	\$66,000	\$66,000
Bus/Transit Shelters	\$144,000	\$144,000
Other: Dual Hose Electric Vehicle Charging Station	\$50,000	\$50,000
<b>Total Transit Station or Stop - Construction</b>	<b>\$300,000</b>	<b>\$300,000</b>
<b>Total TRA #1 Budgeted Project Costs</b>	<b>\$300,000</b>	<b>\$300,000</b>
<i>Explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>		
<b>TOTAL TRANSPORTATION RELATED AMENITIES (TRA) BUDGET</b>		
<b>Total Transit Station or Stop - Construction</b>	<b>\$300,000</b>	<b>\$300,000</b>
<b>Total TRA Budgeted Project Costs</b>	<b>\$300,000</b>	<b>\$300,000</b>

## 4. PGM

Cost Category	ALL FUNDING SOURCES	
	AHSC PGM Grant	Sources Total
<b>PGM BUDGET #1 -</b>		
<b>Transit Passes</b> <i>(Transit Passes will not contribute to \$500k AHSC PGM cap)</i>	\$117,000	\$117,000
<b>Total Other Costs</b>	\$117,000	\$117,000
<b>Total PGM #1 Budgeted Project Costs</b>	<b>\$117,000</b>	<b>\$117,000</b>
<b>PGM BUDGET #2 -</b>		
Napa County Bicycle Coalition	\$33,000	\$33,000
<b>Total Direct Costs</b>	<b>\$33,000</b>	<b>\$33,000</b>
<b>Total Staff Costs</b>	<b>\$33,000</b>	<b>\$33,000</b>
<b>Total PGM #2 Budgeted Project Costs</b>	<b>\$33,000</b>	<b>\$33,000</b>
<b>TOTAL PROGRAM (PGM) BUDGET</b>		
<b>Total Direct Staff Costs</b>	<b>\$33,000</b>	<b>\$33,000</b>
<b>Total Other Costs</b>	<b>\$117,000</b>	<b>\$117,000</b>
<b>Total PGM Budgeted Project Costs</b>	<b>\$150,000</b>	<b>\$150,000</b>

## Exhibit “C – 1” to Disbursement Agreement

### Sources and Uses of Funds Affordable Housing Development

#### AHD Budget

	AHD Residential Sources of Funds											
USES OF FUNDS	AHSC AHD Loan	Permanent Tax- Exempt Bond	City & County of NAPA	City of Napa	Seller Carryback	FHLB AHP	HCD State HOME	HCD NHTF	GP Equity	Deferred Developer Fee	Gross Tax Credit Equity	Total Residential Sources/Costs
AFFORDABLE HOUSING DEVELOPMENT (AHD)												
Lesser of Land Cost or Value					\$1,185,000						\$1,207,000	\$2,392,000
Legal & Closing Costs											\$25,000	\$25,000
Total Acquisition	\$0	\$0	\$0	\$0	\$1,185,000	\$0	\$0	\$0	\$0	\$0	\$1,232,000	\$2,417,000
Off-Site Improvements								\$2,423,577				\$2,423,577
Urban Greening	\$203,000											\$203,000
Structures (hard costs)	\$4,197,000	\$2,541,000	\$2,023,940	\$1,203,544		\$500,000	\$3,796,456	\$1,041,901				\$15,303,841
General Requirements								\$709,540				\$709,540
Contractor Overhead								\$31,669			\$756,186	\$787,855
General Liability Insurance											\$402,507	\$402,507
Other: PV System											\$208,470	\$208,470
Total New Construction	\$4,400,000	\$2,541,000	\$2,023,940	\$1,203,544	\$0	\$500,000	\$3,796,456	\$4,206,687	\$0	\$0	\$1,367,163	\$20,038,790
Design											\$680,000	\$680,000
Total Architectural Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$680,000	\$680,000
Engineering											\$525,000	\$525,000
Total Survey & Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$525,000	\$525,000
Hard Cost Contingency											\$1,001,939	\$1,001,939
Soft Cost Contingency											\$328,403	\$328,403
Total Contingency Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,330,342	\$1,330,342
Construction Loan Interest											\$1,435,084	\$1,435,084
Origination Fee											\$180,885	\$180,885
Taxes During Construction											\$59,418	\$59,418
Prevailing Wage Monitor											\$32,300	\$32,300
Insurance During Construction											\$136,973	\$136,973
Title and Recording Fees											\$40,000	\$40,000
Construction Mgmt. & Testing											\$130,000	\$130,000
Other: Security											\$46,200	\$46,200
Total Construction Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,060,860	\$2,060,860

Affordable Housing and Sustainable Communities (AHSC) Program

Round IV - Grant

NOFA 110/012/187

Approved Date: 02/24/2020

Project: Manzanita Family Apartments

Prep Date: 3/02/2020

Loan Origination Fee(s)												\$27,410	\$27,410
Title and Recording												\$10,000	\$10,000
Other: Napa City/County Loan Fees												\$32,116	\$32,116
<b>Total Permanent Financing</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$69,526</b>	<b>\$69,526</b>
Construction Lender Legal Expenses												\$75,000	\$75,000
Sponsor Legal Fees												\$30,000	\$30,000
Organizational Legal Fees												\$5,000	\$5,000
Syndication Legal Fees												\$30,000	\$30,000
Other: Bond Counsel												\$60,000	\$60,000
<b>Total Legal Fees</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$200,000</b>
Operating Reserve												\$179,629	\$179,629
Transition Reserve												\$370,000	\$370,000
<b>Total Capitalized Reserves</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$549,629</b>	<b>\$549,629</b>
Appraisal(s)												\$3,000	\$3,000
Market Study												\$21,225	\$21,225
Environmental Studies												\$43,694	\$43,694
Other: Other Consultants												\$15,000	\$15,000
Other: Green Certifications												\$54,000	\$54,000
<b>Total Reports &amp; Studies</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$136,919</b>	<b>\$136,919</b>
CTCAC App./Alloc./Monitor Fees												\$35,080	\$35,080
CDLAC Fees												\$7,041	\$7,041
Local Permit Fees												\$250,000	\$250,000
Local Development Impact Fees												\$1,369,812	\$1,369,812
Other Costs of Bond Issuance												\$75,339	\$75,339
Furnishings												\$80,000	\$80,000
Final Cost Audit Expense												\$25,000	\$25,000
Marketing												\$77,000	\$77,000
Financial Consulting												\$62,500	\$62,500
Other: Utility Hook-Ups												\$12,000	\$12,000
Other:												\$80,000	\$80,000
<b>Total Other Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,073,772</b>	<b>\$2,073,772</b>
<b>SUBTOTAL</b>	<b>\$4,400,000</b>	<b>\$2,541,000</b>	<b>\$2,023,940</b>	<b>\$1,203,544</b>	<b>\$1,185,000</b>	<b>\$500,000</b>	<b>\$3,796,456</b>	<b>\$4,206,687</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,225,211</b>	<b>\$30,081,838</b>
Developer Fee/Overhead/Profit									\$1,037,127	\$360,000	\$2,102,873	\$3,500,000	\$3,500,000
<b>Total Developer Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,037,127</b>	<b>\$360,000</b>	<b>\$2,102,873</b>	<b>\$3,500,000</b>	<b>\$3,500,000</b>
<b>AHD TOTAL PROJECT COSTS</b>	<b>\$4,400,000</b>	<b>\$2,541,000</b>	<b>\$2,023,940</b>	<b>\$1,203,544</b>	<b>\$1,185,000</b>	<b>\$500,000</b>	<b>\$3,796,456</b>	<b>\$4,206,687</b>	<b>\$1,037,127</b>	<b>\$360,000</b>	<b>\$12,328,084</b>	<b>\$33,581,838</b>	<b>\$33,581,838</b>

Affordable Housing and Sustainable Communities (AHSC) Program  
Round IV - Grant  
NOFA 110/012/187  
Approved Date: 02/24/2020  
Project: Manzanita Family Apartments  
Prep Date: 3/02/2020

## Exhibit “D” to Disbursement Agreement

### Disbursement Schedule

#### 1. HRI – N/A

#### 2. STI

STI COST CATEGORY	May-20	Jun-20	Jul-20	Sep-20	Oct-20
Vehicles	200,000				
Other	100,000				
Plans, Specs, Estimates		50,000	50,000		
Sidewalk, Curb and Gutter					160,000
Crossin and traffic signals				450,000	
Rectangular rapid flashing beacons					62,500
<b>TOTAL</b>	\$300,000	\$50,000	\$50,000	\$450,000	\$222,500

STI COST CATEGORY	Nov-20	Dec-20	Jan-21	Mar-21	Apr-21
Striping/Barricades	15,000				
Rectangular rapid flashing beacons	312,500				
<b>TOTAL</b>	\$327,500	\$0	\$0	\$0	\$0

STI COST CATEGORY	Nov-21	Dec-21	Dec-21	Mar-22	Mar-22
Vehicles	1,900,000				
<b>TOTAL</b>	\$1,900,000	\$0	\$0	\$0	\$0

#### 3. TRA

TRA COST CATEGORY	May-20	Jun-20	Jul-20	Sep-20	Oct-20
Sidewalk, Curb and Gutter					40,000
Boarding Infrastructure					66,000
Bus/Transit Shelters					144,000
Dual Hose Electric Vehicle Charging Station	50,000				
<b>TOTAL</b>	\$50,000	\$0	\$0	\$0	\$250,000

## 4. PGM

<b>PGM 1 COST CATEGORY</b>	<b>May-21</b>	<b>Jun-21</b>	<b>Jul-21</b>	<b>Sep-21</b>	<b>Oct-21</b>
<b>NVTA Passes</b>				117,000	
<b>Napa County Bike Coalition</b>					33,000
<b>TOTAL</b>	\$0	\$0	\$0	\$117,000	\$33,000

## Exhibit “E” to Disbursement Agreement

### Insurance Requirements for Capital Projects

These insurance requirements govern insurance coverage on the Capital Projects improved using grant funding from the Department’s Affordable Housing and Sustainable Communities Program. The Department reserves the right to revise and vary these requirements based on, among other items, the availability of coverage, current insurance industry standards and concerns specific to the insured property.

Recipients of Department grants are responsible for carrying, and requiring their Contractor(s) to carry, the minimum required insurance coverage according to this Disbursement Agreement. Insurance coverage meeting the following requirements will be deemed by the Department to be in compliance with this Disbursement Agreement.

Prior to commencement of the Work, Recipients will submit a certificate of insurance (or other evidence) that acknowledges the Department’s security interest and evidences appropriate coverage in force for property and liability exposures as follows:

#### 1. GENERAL REQUIREMENTS:

- a. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form No. CG 0001 or similar exclusions are allowed if not inconsistent with Section 2, "Indemnification and Insurance." Allowance of additional exclusions is at the discretion of the Department.
- b. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
- c. A declaration under the penalty of perjury by a certified public accountant certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines confirming the Recipient has sufficient funds and resources to cover any self-insured retentions if the self-insured retention is \$50,000 or higher.



- d. Workers compensation coverage as required by applicable law, or if the Recipient uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure in accordance with the provisions of Section 3700 of the Labor Code.

## **2. INDEMNIFICATION AND INSURANCE:**

The Recipient's obligations regarding indemnification of the Department and the State of California ("State"), and the appointees, officers, employees, and agents of each, and the requirements for insurance shall conform to the provisions in Section 2(a), "Indemnification," and Section 2(b), "Insurance," of Section 2.

### **a. INDEMNIFICATION:**

1. The Recipient shall defend, indemnify, and save harmless the Department and the State, including its officers, employees, and agents (excluding agents who are design professionals) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity arising out of or in connection with the Recipient's performance of this contract, or Recipient's and/or Contractor's performance of the Work, for:
2. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of the Recipient, Contractor, the Department, or the State, or any other contractor; and
3. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Recipient, Contractor, or anyone directly or indirectly employed by the Recipient, Contractor, or anyone for whose acts the Recipient or Contractor may be liable.
4. Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the Department or the State. The Recipient is not obligated to indemnify the Department or the State for claims arising from conduct delineated in Civil Code Section 2782 and to claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the

work requires the Recipient to maintain existing highway facilities and the claim arises from the Recipient's failure to maintain. The Recipient's defense and indemnity obligation shall extend to claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Recipient that occurred during the course of the work. Department or State inspection is not a waiver of full compliance with these requirements.

5. The Recipient's obligation to defend and indemnify shall not be excused because of the Recipient's inability to evaluate liability or because the Recipient evaluates liability and determine that the Recipient is not liable. The Recipient shall respond within 30 days to the tender of any claim for defense and indemnity by the Department or the State, unless this time has been extended by the Department. If the Recipient fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the Department or the State reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Recipient accepts or rejects the tender of defense, whichever occurs first.
6. With respect to third-party claims against the Recipient, the Recipient waives all rights of any type to express or implied indemnity against the Department, the State, and the officers, employees, or agents of each (excluding agents who are design professionals).
7. Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

b. **INSURANCE**

1. Nothing in the contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

c. **CASUALTY INSURANCE**

1. The Recipient shall, and will cause Contractor to, procure and maintain insurance on all of its operations with companies acceptable to the Department and the State as follows:
  - A. The Recipient shall, and will cause Contractor to, keep all insurance in full force and effect from the beginning of the work through contract acceptance.
  - B. All insurance shall be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
  - C. The Recipient shall, and will cause Contractor to, maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.
- d. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**
  1. In accordance with Labor Code Section 1860, the Recipient shall, and will cause Contractor to, secure the payment of worker's compensation in accordance with Labor Code Section 3700.
  2. In accordance with Labor Code Section 1861, the Recipient shall submit to the Department the following certification before performing the work:
    - A. I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
  3. Contract execution constitutes certification submittal.
  4. The Recipient shall, and will cause Contractor to, provide Employer's Liability Insurance in amounts not less than:
    - A. \$1,000,000 for each accident for bodily injury by accident

- B. \$1,000,000 policy limit for bodily injury by disease
- C. \$1,000,000 for each employee for bodily injury by disease

- 5. If there is an exposure of injury to the Recipient's or Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

e. GENERAL LIABILITY INSURANCE

- 1. The Recipient shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Recipient providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:
  - A. Premises, operations, and mobile equipment
  - B. Products and completed operations
  - C. Broad form property damage (including completed operations)
  - D. Explosion, collapse, and underground hazards
  - E. Personal injury
  - F. Contractual liability
- 2. The Recipient and the Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in Section 2(f)(1), "Liability Limits/Additional Insureds," of these specifications. The maximum required Liability Insurance limits in Section 2(f)(1), "Liability Limits/Additional Insureds," of these specifications shall apply to certified Small Business subcontractors for work performed on the project, regardless of tier. The provisions of Section 2(f)(1), "Liability Limits/Additional Insureds," shall be included in all subcontracts for all tiers.

f. LIABILITY LIMITS/ADDITIONAL INSUREDS

- 1. The limits of liability shall be at least the amounts shown in the following table:

Construction Contract Amount <sup>4</sup>	For Each Occurrence <sup>1</sup>	Aggregate for Products/ Completed Operation	General Aggregate <sup>2</sup>	Umbrella or Excess Liability <sup>3</sup>
≤\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
>\$1,000,000 ≤\$15,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
>\$15,000,000 ≤\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
>\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

1. Combined single limit for bodily injury and property damage.
2. This limit shall apply separately to the Recipient's work under this contract.
3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
4. "Construction Contract Amount" is the total amount of the construction contract all or a portion of which is funded with AHSC funds.

2. The Department and the State, including the officers, directors, agents (excluding agents who are design professionals), and employees of each, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Recipient and the Contractor under this contract. Coverage for such additional insureds does not extend to liability:

- A. Arising from any defective or substandard condition of the roadway which existed at or before the time the Recipient started work, unless such condition has been changed by the work or the scope of the work requires the Recipient to maintain existing roadway facilities and the claim arises from the Recipient's failure to maintain;
- B. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Recipient or the Contractor that occurred during the course of the work; or
- C. To the extent prohibited by Insurance Code

## Section 11580.04

3. Additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the Department.
- g. **RECIPIENT'S INSURANCE POLICY IS PRIMARY**  
The policy shall stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the Department or the State is excess only and shall not be called upon to contribute with this insurance.
- h. **AUTOMOBILE LIABILITY INSURANCE**  
The Recipient shall carry, and shall cause Contractor to carry, automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles. The primary limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 2 (f)(1) also applies to automobile liability.
- i. **POLICY FORMS, ENDORSEMENTS, AND CERTIFICATES**  
The Recipient and Contractor shall each provide its General Liability Insurance under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.
- j. **DEDUCTIBLES**  
The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the Department or the State. Regardless of the allowance of exclusions or deductions by the State, the Recipient is responsible for any deductible amount and shall warrant that the coverage provided to the Department or the State is in accordance with Section 2(b), "Insurance."
- k. **ENFORCEMENT**
  1. The Department may assure the Recipient's and Contractor's compliance with its insurance obligations. Ten days before an insurance policy lapses or is canceled during the contract period, the Recipient shall submit to the Department evidence of renewal or replacement of the policy.

2. If the Recipient or Contractor fails to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to the Recipient or terminate the Recipient's control of the work.
3. The Recipient is not relieved of its duties and responsibilities to indemnify, defend, and hold harmless the State, the Department, and the officers, agents, and employees of each by the Department's acceptance of insurance policies and certificates; and Recipient's indemnification, defense, and hold harmless obligations set forth in this Agreement shall not be limited by the limits of any insurance contemplated herein.
4. Minimum insurance coverage amounts do not relieve the Recipient for liability in excess of such coverage, nor do they preclude the State or the Department from taking other actions available to it, including the withholding of funds under this contract.

**Exhibit “F” to Disbursement Agreement****Special Conditions**

No special conditions noted.

DRAFT





## **NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Principal Planner/Administrator  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Vine Transit Update

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### **RECOMMENDATION**

Information only. The Board will receive information on the current operational performance of the collective Vine Transit services as well as an update on the January 5, 2020 changes to the system.

### **EXECUTIVE SUMMARY**

This report will provide the operational performance of the collective Vine Transit services for the second quarter of Fiscal Year (FY) 2019-20, which is October 2019 to December 2019. The report will also provide preliminary findings on the January 5, 2020 Vine system changes.

### **FINANCIAL IMPACT**

Is there a fiscal impact? No

### **BACKGROUND AND DISCUSSION**

Vine ridership trends varied widely by route. The local service and Vine Go experienced a cumulative increase, while the regional service and community shuttle ridership decreased overall. Local service ridership (Routes 1-8) for the second quarter of FY 2019-20 is up 8.93% (8,255 riders) from the same period in FY 2018-19. Regional service ridership fell by 6.78% (-10,201) riders. Ridership on the community shuttles was down by 2.92% (-591 riders). The decrease in riders for the community shuttles is driven by the 23.94% (-1,097 riders) decrease seen in St Helena along with the decrease of -17.45% (-779 riders) in Yountville. The Calistoga shuttle saw a slight quarter-over-quarter increase of 3.10% (160 riders) and American Canyon Transit led the way with an 18.77%

increase in riders (1,125 riders). Figures 1 – 4 show the raw ridership numbers for the second quarter.

*Figure 1: Second Quarter Routes 1-8 Ridership*

	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>% Difference</b>	<b>Change in Total Rides</b>
<b>Route 1</b>	4,009	3,507	-12.52%	-502
<b>Route 2</b>	12,224	14,092	15.28%	1,868
<b>Route 3</b>	14,758	16,693	13.11%	1,935
<b>Route 4</b>	13,056	14,422	10.46%	1,366
<b>Route 5</b>	12,460	13,974	12.15%	1,514
<b>Route 6</b>	9,091	9,396	3.35%	305
<b>Route 7</b>	4,050	3,760	-7.16%	-290
<b>Route 8</b>	22,767	24,826	9.04%	2,059
<b>Total</b>	<b>92,415</b>	<b>100,670</b>	<b>8.93%</b>	<b>8,255</b>

*Figure 2: Second Quarter Routes 10, 11, 21, and 29 Ridership*

	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>% Difference</b>	<b>Change in Total Rides</b>
<b>Route 10</b>	60,732	49,522	-18.46%	-11,210
<b>Route 11</b>	67,246	60,333	-10.28%	-6,913
<b>Route 10X</b>	N/A	1,061	N/A	1,061
<b>Route 11X</b>	N/A	1,379	N/A	1,379
<b>Route 21</b>	4,984	9,669	94.00%	4,685
<b>Route 29</b>	17,529	18,326	4.55%	797
<b>Total</b>	<b>150,491</b>	<b>140,290</b>	<b>-6.78%</b>	<b>-10,201</b>

*Figure 3: Second Quarter Community Shuttles Ridership*

	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>% Difference</b>	<b>Change in Total Rides</b>
<b>Calistoga Shuttle</b>	5,162	5,322	3.10%	160
<b>St. Helena Shuttle</b>	4,582	3,485	-23.94%	-1,097
<b>Yountville Trolley</b>	4,465	3,686	-17.45%	-779
<b>American Canyon Transit</b>	5,993	7,118	18.77%	1,125
<b>Total</b>	<b>20,202</b>	<b>19,611</b>	<b>-2.92%</b>	<b>-591</b>

*Figure 4: Second Quarter VineGo Ridership*

	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>% Difference</b>	<b>Change in Total Rides</b>
<b>VineGo</b>	5,739	6,503	13.31%	764

Figures 5 – 8 show a month-by-month comparison for the second quarter of FY 2018-19 and FY 2019-20. For local service (Routes 1-8) only Routes 1 and 7 saw lower ridership, with all other local routes seeing increased ridership.

Regional service (Routes 10, 11, 10X, 11X 21, and 29) show an overall decrease in ridership driven by significant decreases in Route 10 and 11 Ridership. Part of this decrease was a shift in ridership from the Routes 10, 11 to the equivalent express routes 10X, and 11X which debuted at the end of April 2019. Ridership on the Route 21 grew because of an increase in trips and frequency on the route that were possible because of the cancelation of the Route 25. The Route 29 ridership increase is at least partially attributable to route changes that altered the route so that it travels directly from the American Canyon Park Ride to the El Cerrito Del Norte BART Station. The Route 29 used to stop at the Vallejo Ferry Terminal too, but the new Route 11X replaced that service.

The community shuttle ridership in the second quarter was a mix of increased and decreased ridership. Calistoga and American Canyon Transit had ridership increases, but it was not enough to offset the ridership loss in Yountville and St Helena. VineGo's ridership rose slightly.

*Figure 5: Second Quarter Difference in Trips Taken by Month for Route 1 – 8*

	Percent Change			Numerical Change		
	October	November	December	October	November	December
<b>Route 1</b>	-4.42%	-24.45%	-8.72%	-65	-335	-102
<b>Route 2</b>	9.63%	22.46%	15.38%	463	839	566
<b>Route 3</b>	2.71%	16.61%	22.82%	154	773	1,008
<b>Route 4</b>	-0.54%	7.86%	25.62%	-26	320	1,072
<b>Route 5</b>	-1.18%	10.78%	34.01%	-61	423	1,152
<b>Route 6</b>	2.74%	5.72%	1.66%	94	165	46
<b>Route 7</b>	-26.32%	1.61%	11.86%	-443	20	133
<b>Route 8</b>	-0.61%	9.48%	22.94%	-57	684	1,432
<b>Total</b>	<b>0.16%</b>	<b>9.93%</b>	<b>19.67%</b>	<b>59</b>	<b>2,889</b>	<b>5,307</b>

*Figure 6: Second Quarter Difference in Trips Taken by Month for Routes 10, 11, 10X, 11X, 21, and 29*

	Percent Change			Numerical Change		
	October	November	December	October	November	December
<b>Route 10</b>	-21.62%	-16.98%	-15.89%	-5,090	-3,261	-2,859
<b>Route 11</b>	-13.60%	-2.59%	-14.14%	-3,594	-550	-2,769
<b>Route 10X</b>	N/A	N/A	N/A	477	393	191
<b>Route 11X</b>	N/A	N/A	N/A	659	400	320
<b>Route 21</b>	74.60%	74.94%	146.77%	1,483	1,247	1,955
<b>Route 29</b>	8.76%	-21.05%	27.77%	517	-1,271	1,551
<b>Total</b>	<b>-10.73%</b>	<b>-7.31%</b>	<b>-4.25%</b>	<b>-5,548</b>	<b>-3,042</b>	<b>-1,611</b>

*Figure 7: Difference in Trips Taken by Month for the Community Shuttles*

	Percent Change			Numerical Change		
	October	November	December	October	November	December
<b>Calistoga Shuttle</b>	-12.71%	23.68%	9.78%	-308	341	127
<b>St. Helena Shuttle</b>	-27.79%	-20.77%	-22.26%	-498	-307	-292
<b>Yountville Trolley</b>	-18.17%	-3.79%	-28.08%	-272	-51	-456
<b>American Canyon Transit</b>	8.78%	25.90%	27.47%	232	472	422
<b>Total</b>	<b>-10.14%</b>	<b>7.47%</b>	<b>-3.45%</b>	<b>-846</b>	<b>455</b>	<b>-199</b>

*Figure 8: Difference in Trips Taken by Month for VineGo*

	Percent Change			Numerical Change		
	October	November	December	October	November	December
<b>VineGo</b>	15.22%	10.76%	13.72%	320	200	244

### Ride the Vine App

All services are showing growth in the number of accounts compared to the second quarter in the prior year. Other than American Canyon, response times are within the established wait time goals. During the second quarter of FY 19/20, the NVRTA Board approved a second shuttle to serve American Canyon and the second shuttle started service in January 2020. This second vehicle should result in reduced wait times and better service in American Canyon in the third quarter of FY 19/20. The second vehicle is not currently on the Ride the Vine app but the Board will take action today that if approved, will add the second vehicle to the Double Map system.

*Figure 8: Ride the Vine App Operational Summary Report*

Summary Report Second Quarter FY 19/20	Calistoga	St. Helena	Yountville	American Canyon
<b>Requested Trips</b>	3,781	1,709	2,895	1,967
<b>Requested Trips Completed</b>	3,129	1,455	2,551	1,868
<b>Requested Trips Canceled</b>	652	254	344	99
<b>Pickups Performed</b>	3,046	1,391	1,957	1,791
<b>Drop-Offs Performed</b>	3,129	1,455	2,551	1,868
<b># of Flagdowns</b>	83	64	596	77
<b># of Passengers for Requested Trips</b>	5,502	1,882	3,731	2,696
<b># of Passengers for Completed Trips</b>	4,398	1,597	3,212	2,575
<b># of Wheelchairs for Completed Trips</b>	6	68	70	52
<b># of Bicycles for Completed Trips</b>	1	0	8	1
<b># of Passengers for Canceled Trips</b>	1,104	285	519	121
<b>Average Response Time (Request Time to Pick Up)</b>	0:15:19	0:10:34	0:09:26	0:19:34
<b>Average Ride Time (Pick Up to Drop Off)</b>	0:06:09	0:06:15	0:08:58	0:10:49
<b># of Accounts</b>	25,138	10,998	15,030	10,884
<b># of Active Accounts</b>	1,285	492	823	471

### January 5, 2020 Vine Vision Changes

On January 5, 2020, NVRTA rolled out long awaited changes to the local Routes 1-8, which became Routes A-H. NVRTA also made changes in the timetables for the Routes 10, 11, 10X, 11X, 21 and 29, but there were no route or stop changes implemented on these routes. The new Route A-H changes were the results of a multiyear Comprehensive Operational Analysis (COA) completed by NVRTA staff. Figure 9 below gives an overview of the data between January 2019 and January 2020. It shows that the local route ridership across all local routes in the City of Napa increased from January 2019 to January 2020. This is an encouraging first indicator of customers overall response to the ridership changes. NVRTA will generate detailed data after the 3<sup>rd</sup> quarter of FY 19/20.

*Figure 9: Difference in Ridership on Local Routes January 2019 to January 2020*

	Jan 19	Jan 20	% Difference	Total Rides
<b>Local Routes</b>	27,875	33,820	21.33%	5,945

### Customer Service Metrics for Vine Vision Changes

The following data is from the period between January 1 and January 31 of 2020. During the period, NVRTA staff and Transdev staff responded to 55 questions, comments, or complaints (Figure 10). compared to 14 tickets in January 2019. Staff responded to this feedback within 41 hours on average. This is well below the standard of 72 hours. There

is still room for improvement. 37.9% of responses occurred after 24 hours, 37.9% were within 24 hours, and 24.1% were within the first two hours.

*Figure 10: Tickets by Category*

Category	% of Total Tickets
Complaints (Regular Bus)	40.0%
Complaints (Community Shuttles)	0.0%
Complaints (VineGo)	0.0%
Complaints (Staff Interactions)	7.3%
Discrimination (ADA)	1.8%
Discrimination (Title VI)*	0.0%
Kudos and Compliments	3.6%
Other Comments/Issues	12.7%
Questions	23.6%
Service Improvements and Suggestions	5.5%
Shared Vehicle Program	0.0%
Trip Planning	3.6%
Vine Vision	1.8%

## Larger Transit Trends in the Bay Area

The Metropolitan Transportation Commission (MTC) partnered with UCLA Luskin School of Public Affairs to develop a transit ridership trend study for the Bay Area. MTC presented the results of the study at the January 22, 2020 MTC Meetings. The purpose of the study was to understand recent ridership declines, investigate possible causes, and establish a framework for reversing these trends at the regional and agency level.

The study focused solely on the eight largest transit operators in the Bay Area. Ridership among ridership classes are inconsistent. Choice ridership went up and transit dependent ridership went down. The biggest shift was the decline in occasional transit riders (Figure 11). Possible reasons for ridership changes include dispersion of job centers, longer commutes, and Bay Area housing affordability. Rideshare (Lyft/Uber) may influence choice riders but has had no meaningful impact on other ridership. Service quantity, rider satisfaction and auto ownership were ruled out as being contributing factors. The latter, auto ownership, was shown to be the primary cause of ridership decline in a similar study completed by UCLA for transit operators in the Los Angeles area. Other potential causes ruled out included transit fares, fuel prices, and employer shuttles. The researchers concluded that the potential solutions are in policy area not directly related to transit:

- Jobs-housing balance: Housing and jobs are increasingly located farther apart, and cities are less self-contained. For longer commutes outside of large central business districts and non-work trips, transit becomes less competitive

- Affordable housing: Rising housing prices are likely contributing to lengthening commutes, which may be affecting transit use
- Ridehail: Growth is likely pulling (especially off-peak) riders from transit

*Figure 11:*

Category	2009	2017
Choice Riders	6%	19%
Transit Dependents	52%	49%
Occasional Transit Riders	42%	32%

### **SUPPORTING DOCUMENTS**

None



## **NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter**

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Principal Planner  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Second Amendment to Napa Valley Transportation Authority (NVTA) Agreement No. 17-07 with DoubleMap, Incorporated

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority Board approve Second Amendment to NVTA Agreement No. 17-07 (Attachment 1) for Additional Scope of Work in an amount not to exceed \$94,477 and authorize the Executive Director, or designee, to execute contract documents subject to review by legal counsel.

### **OTHER OPTIONS FOR CONSIDERATION**

Alternative option #1: Discontinue the use of the RidetheVine App and corresponding software system starting on July 1, 2020 and return to call-in only reservations on the community shuttles

Alternative Option #2: Plan to discontinue the use of the RidetheVine App and corresponding software system starting on July 1, 2020 and have NVTA issue a Request for Proposal for a new Automated Demand Response Dispatch Software system.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

NVTA's original Agreement No. 17-07 with DoubleMap, Incorporated expires on June 30, 2020. This agreement has an option for two (2) one (1) year extensions subject to the review and recommendation of NVTA. In addition, NVTA would like to add an additional software subscription to accommodate the second shuttle now operating in American Canyon. Staff is requesting that the NVTA Board authorize the Executive Director to



amend the agreement to make these modifications. The additional cost for the two additional years of service and the required hardware and software in American Canyon is \$94,477.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes, the additional cost is \$94,477 over two years

Is it currently budgeted? No. It will be included in the biennial budget for Fiscal Year (FY) 2020-21 and 2021-22 when the service will be provided

Future fiscal impact: No, not for this action.

Consequences if not approved: NVTA will no longer take reservations on the RidetheVine App for community shuttle rides in Calistoga, St Helena, Yountville and American Canyon.

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

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability – keeping the RidetheVine App will continue to allow NVTA to provide timely and consistent service to all residents of the Calistoga, St Helena, Yountville and American Canyon.

Goal 5 – Minimize the energy and other resources required to move people and goods – the ability to make reservations by desktop computer or mobile phone transit service a more attractive transportation option, keeping additional vehicles off the roadway in Calistoga, St Helena, Yountville and American Canyon.

### **CEQA REQUIREMENTS**

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

### **BACKGROUND AND DISCUSSION**

At the NVTA Board Meeting on April 19, 2017, the Board approved Agreement 17-07 with DoubleMap, Inc. for three years for \$150,936. Under the Agreement, DoubleMap Inc. was to design, install and maintain an Automated Demand-Response Dispatch Software

System for community shuttle rides in Calistoga, St Helena, Yountville and American Canyon. Then, on November 15, 2017, the NVTA Board approved the First Amendment to customize the application as the RidetheVine App and make it jurisdiction specific. The First Amendment cost \$14,000 which brought the total three-year contract to \$164,936.

Over the three years of the Agreement, the RidetheVine App helped provide the community shuttles with reliable demand response transit service, improved performance, relieved issues with high call volumes, and enhanced the customer experience by improving access to accurate transit information. The software has been continually accessible with a mobile application or desktop platform allowing passengers to request a ride on a community shuttle, track shuttles in real-time and receive alerts when their ride has arrived at their requested location. A call in system has also been available to Individuals that do not have a mobile device or computer. The RidetheVine App has been fully automated requiring minimal human intervention. It has increased the availability of more timely and accurate data necessary to enhance customer satisfaction and efficiently managed NVTA's growing demand response operations. The RidetheVine App has weathered PG&E power safety shutoffs and all other minor errors have been dealt with quickly and efficiently by DoubleMap.

NVTA staff recommends extending the DoubleMap. Inc. contract for two years and adding the necessary hardware and software to the second American Canyon Shuttle.

### **SUPPORTING DOCUMENTS**

Attachment: (1) Second Amendment to NVTA Agreement No. 17-07

**SECOND AMENDMENT TO  
NAPA VALLEY TRANSPORTATION AUTHORITY (“NVTA”)  
AGREEMENT NO. 17-07**

**THIS SECOND AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY (“NVTA”) AGREEMENT NO. 17-07** herein after referred to as “Second Amendment” is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as “NVTA”), and DoubleMap, Inc., whose mailing address is 429 N. Pennsylvania Street, Suite 401, Indianapolis, IN 46204, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, in May 2017 NVTA and CONTRACTOR entered into NVTA Agreement 17-07 (“Agreement”) for the purchase of equipment/hardware and the implementation of an Automated Demand-Response Dispatch Software system for its transit community shuttle program; and

**WHEREAS**, the Agreement was amended in January 2018 to acquire the Realtime Passenger Information System (RTPI) application and services; and

**WHEREAS**, NVTA wishes to amend the Agreement to obtain additional services and equipment as set forth in EXHIBIT A attached hereto to support its new transit service areas; and

**WHEREAS**, NVTA desires to further amend the Agreement for continued service by exercising a two (2) one (1) year term extension option as set forth under Section 1(b) of the Agreement; and

**WHEREAS**, CONTRACTOR can provide the requested additional equipment at a cost to NVTA in the additional amount of \$1,695.66 and continued services for a two (2) one (1) year term at a cost to NVTA in the additional amount of \$92,781.00.

**TERMS**

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

1. **Section 1(b) Term of the Agreement.** NVTA and CONTRACTOR mutually agree to extend the term by two (2) one (1) year extensions such that the Agreement **shall expire on June 30, 2022.**
2. **Section 2 Scope of Services.** Scope of service is amended to include additional equipment and services as described in EXHIBIT A attached to this Second

Amendment. The Scope of Services described in EXHIBIT A attached to the Agreement remain unchanged.

3. **Section 3 Compensation.** The compensation rate is amended to include the additional equipment and service rates as set forth in EXHIBIT B attached to this Second Amendment. The Compensation described in EXHIBIT B to the Agreement otherwise remains unchanged.

The maximum payments under the Agreement, together with the amendments, including this Second Amendment, shall be a total of **\$257,137.45**.

4. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

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

"NVRTA"

"CONTRACTOR"

Napa Valley Transportation Authority

DoubleMap, Inc.

By \_\_\_\_\_  
KATE MILLER  
Executive Director

By \_\_\_\_\_  
ILYA REKHTER  
CEO

ATTEST:

By \_\_\_\_\_  
KARALYN E. SANDERLIN  
NVRTA Board Secretary

APPROVED AS TO FORM:

By \_\_\_\_\_  
DEEANNE GILLICK  
NVRTA General Counsel

**EXHIBIT A**  
**SCOPE OF SERVICE**

- *See attached Cost Proposal dated February 11, 2020* -



101 W. Washington Street, Suite 700 East  
Indianapolis, IN 46204

*\*Prices will remain firm for 60 days*

## Pricing Exhibit - Confidential

DATE: February 11, 2020

TO: Rebecca Schenck  
rschenck@nvta.ca.gov  
NVTA

						Subtotal	
LN	Note	Hardware	Item	Qty	Price	Capital	Subscription
1			<b><u>TapRide Base System</u></b>				
2	a.	x	Mini- Mobile Data Terminal (MDT)	2	\$ 847.83	\$ 1,695.66	
3			TapRide Subscription & Support	9	\$ 1,725.12		\$ 15,526.08
4			TapRide Cloud Services & Hosting	9	\$ 203.08		\$ 1,827.72
5							
6			<b><u>Realtime Passenger Information System (RTPI)</u></b>				
7			Mobile Apps (iOS & Android)	1	Included		
8			Web Apps (Desktop & Mobile Web)	1	Included		
9			Application Program Interface (API) - JSON	1	Included		
10							
11			<b><u>Plug-Ins</u></b>				
12			Auto-Assignment Subscription	9	\$ 3,226.30		\$ 29,036.70

Notes	
a.	Includes: cables, mounting post, and lockbox
x = hardware	

Quote Summary	
Capital Costs	\$ 1,695.66
Subscription Costs	\$ 46,390.50
Total for First Year	\$ 48,086.16
Total for 2 Years	\$ 94,476.66

\*All applicable sales/use tax are additional

### **Payment Terms:**

First Subscription Fee invoiced upon contract signing	\$ 46,390.50
50% of Capital Costs (less Hardware) invoiced upon completion of kickoff call	\$ 0.00
100% of Hardware invoiced upon shipment of hardware to customer	\$ 1,695.66
50% of Capital Costs (less Hardware) invoiced upon release of application to riders	\$ 0.00

# EXHIBIT B

## CONTRACT COST SHEET

### CONTRACT COST SHEET - DoubleMap

ITEM	DESCRIPTION	QTY	UNIT	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 4	OPTION YEAR 5 (F)	TOTAL
1	<b>TapRide Equipment</b> , incl. protective lockbox, mounting posts, mobile data terminal (MDT), MDT cabling, MDT programming, GPS antenna, hardware installation, shipping, project management, maintenance, support service, and training workshop needed to furnish eight (8) vehicles.	1	EACH	\$13,259.68	\$ -	\$ -	INCL	INCL	\$ 13,259.68
2	<b>TapRide Software and Cloud Subscription</b> for eight (8) vehicles.	1	ANNUM	\$13,014.07	\$ 13,014.07	\$ 13,014.07	INCL	INCL	\$39,042.21
3	<b>TapRide Premium Software Package Subscription</b> for eight (8) vehicles.	1	ANNUM	\$2,411.52	\$ 2,411.52	\$ 2,411.52	INCL	INCL	\$7,234.56
4	<b>Auto-Assignment Subscription</b> for eight (8) vehicles.	1	ANNUM	\$25,810.40	\$ 25,810.40	\$ 25,810.40	INCL	INCL	\$77,431.20
5	<b>Realtime Passenger Information System (RTPI)</b> , White Label Application design and subscription services for iOS & Android.	1	ANNUM	\$ 6,376.34	\$ 4,611.29	\$ 4,611.29	INCL	INCL	\$ 15,598.92
6	<b>Spin Up and Maintenance Services</b> , for three (3) additional sites.	1	ANNUM	\$ 3,617.82	\$ 3,238.20	\$ 3,238.20	INCL	INCL	\$ 10,094.22
7	<b>Equipment/Hardware:</b> Add two (2) Mobil Data Terminals (MDTs) <b>Services:</b> Add one (1) vehicle to current fleet of eight (8) - a total of nine (9) vehicles for continued TapRide subscription services (see items 1-6) as described in quote dated February 11, 2020.	1	ANNUM	\$ -	\$ -	\$ -	\$ 46,390.50	\$ 48,086.16	\$ 94,476.66
<b>TOTAL CONTRACT COST</b>				<b>\$64,489.83</b>	<b>\$ 49,085.48</b>	<b>\$ 49,085.48</b>	<b>\$ 46,390.50</b>	<b>\$ 48,086.16</b>	<b>\$257,137.45</b>



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Principal Planner  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Resolution No. 20-07 Authorizing the Executive Director to Execute the Cooperative Agreement 04-2783 between the State of California Department of Transportation (Caltrans) and the Napa Valley Transportation Authority (NVTA) for the Soscol Junction Project

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 20-07 (Attachment 1) approving Cooperative Agreement 04-2783 (Attachment 2) with Caltrans and authorize the Executive Director, or designee, to sign the Cooperative Agreement and make minor modifications to the agreement and amendments for the Soscol Junction Project.

### **OTHER OPTIONS FOR CONSIDERATION**

The Board could decide not to authorize the Cooperative Agreement in which case Caltrans would not allow the project to move forward to the Plans, Specifications and Estimate (PS&E) and Right-of-Way (ROW) phases.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

This Cooperative Agreement is a standard Caltrans document PS&E and ROW will come directly from the NVTA's State Transportation Improvement Program (STIP) for this project. Execution of this Cooperative Agreement is contingent upon the California Transportation Commission (CTC) approval of NVTA's STIP allocation for the PS&E and ROW phases at the March 26, 2020 CTC Meeting.



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**PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

**FISCAL IMPACT**

Is there a Fiscal Impact? Yes. Up to \$1,800,000 in STIP.

Is it currently budgeted? No – it is not budgeted in the NVTA budget. The agreement will be funded using NVTA's Regional Transportation Improvement Program (RTIP) funds and the funds will be allocated directly to Caltrans.

Future Fiscal Impact? Yes – once the PS&E and ROW is complete, there will be Caltrans' oversight costs associated with the construction phase.

Consequences if not approved? The Soscol Junction Project will not move forward to the PS&E and ROW phases.

**STRATEGIC GOALS MET BY THIS PROPOSAL**

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

Soscol Junction will reduce the number of serious accidents at the intersection of SR 29/221/Soscol Ferry Road by creating a grade separated intersection.

Goal 4 – Support Napa County's economic vitality

Soscol Junction will reduce the delays in workers and goods movement within Napa County.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

NVTA continues to work closely with Caltrans on the Soscol Junction Project. Caltrans was the lead agency for the Project Approval and Environmental Document (PAED) phase and Caltrans approved the CEQA document and the National Environmental Policy Act (NEPA) documents on February 14, 2020. NVTA is the lead agency for the PS&E

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phase of the project and issued a Request for Proposals (RFP) to solicit bids for the PS&E work. Once the proposal review process is complete, NVT A staff will present a draft contract for the PS&E work to the NVT A Board for its consideration at its April meeting.

**SUPPORTING DOCUMENTS**

Attachments: (1) Resolution No. 20-07  
(2) Draft Cooperation Agreement 04-2783

RESOLUTION No. 20 07

A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)  
AUTHORIZATION TO EXECUTE THE COOPERATIVE AGREEMENT 04-2783  
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
(CALTRANS) AND THE NAPA VALLEY TRANSPORTATION AUTHORITY

**WHEREAS**, the Napa Valley Transportation Authority is proposing the reconfiguration of the existing intersection of State Route (SR) 29 and SR 221/Soscol Ferry Road in Napa County to a grade separated interchange as described in final environmental document EA 28120; ID 0400000769; and

**WHEREAS**, the Napa Valley Transportation Authority (NVTa) Board wishes to complete the next phases of work including Plans, Specification and Estimates (PS&E) and Right-of-Way (ROW); and

**WHEREAS**, Caltrans requires the execution of a Cooperation Agreement for all transportation projects on the State Highway System; and

**NOW THEREFORE BE IT RESOLVED**, that the NVTa Board hereby authorizes the Executive Director to execute and make minor changes to Cooperative Agreement 04-2783 with the State of California Department of Transportation and Napa Valley Transportation Authority.

Passed and Adopted the 18<sup>th</sup> day of March 2020.

\_\_\_\_\_  
Chris Canning, NVTa Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Karalyn E. Sanderlin, NVTa Board Secretary

APPROVED:

\_\_\_\_\_  
DeeAnne Gillick, NVTa Legal Counsel

## **COOPERATIVE AGREEMENT**

This AGREEMENT, effective on \_\_\_\_\_, 2020 is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Napa Valley Transportation Authority, a public corporation/entity, referred to hereinafter as NVTA.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *the reconfiguration of the existing intersection of SR29 and SR221/Soscol Ferry Road in Napa County to a diamond interchange, with two roundabouts one on either side of SR29*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
  - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
  - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
  - CALTRANS approved the Environmental Impact Report on February 14, 2020.
  - CALTRANS approved the Finding of No Significant Impact on February 14, 2020.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. NVTa is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- NVTa is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- CALTRANS is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

### **CALTRANS' Quality Management**

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that NVTAs quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. NVTAs will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

### **CEQA/NEPA Lead Agency**

22. CALTRANS is the CEQA Lead Agency for the PROJECT.
23. CALTRANS is the NEPA Lead Agency for the PROJECT.

### **Environmental Permits, Approvals and Agreements**

24. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES' responsibilities in this AGREEMENT.
25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.



26. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
State Waste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board
Federal Endangered Species Act Consultation
Essential Fish Habitat Consultation, NOAA Fisheries
Air Quality Permits

**Plans, Specifications, and Estimate (PS&E)**

27. As the PS&E IMPLEMENTING AGENCY, NVTa is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
28. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No
205.10 Obtain Permits, Licenses, Agreements & Certifications during PS&E	Yes
230.10 Draft Highway Planting Plans	Yes
235 Mitigate Environmental Impacts and Clean-up Hazardous Waste	Yes
240 Draft Structures PS&E	Yes
255.15 Environmental Re-evaluation	Yes <del>or No?</del>
255.20 Final PS&E Package	Yes
260 Contract Bid Documents Ready to List	Yes
265 Awarded and Approved Construction Contract	Yes
100.15.10.xx Quality Management	No

185.20.20 Pavement Design Report	Yes
185.20.25 Materials Report	Yes
185.30.10 Site Plans for Bridges and Structures	Yes
205.05 Permits, Licenses, Agreements & Certifications Determination	Yes
205.10 Obtain Permits, Licenses, Agreements & Certifications during PS&E	Yes
205.45 MOU from Tribal Employment Rights Office (TERO)	Yes
205.55 NEPA Assignment	Yes
230.05.70.15 Geotechnical Design Report (GDR)	Yes
230.05.70.20 Pavement Design Report	Yes
230.05.70.25 Materials Report	Yes
230.10 Draft Highway Planting Plans	Yes
230.35.05 Roadway Specifications	Yes
230.35.10 Highway Planting Specifications	Yes
230.40.10 Highway Planting Quantities and Estimates	Yes
230.40.40 Erosion Control Quantities and Estimates	Yes
230.90 NEPA Assignment	Yes
235 Mitigate Environmental Impacts and Clean-up Hazardous Waste	Yes
240 Draft Structures PS&E	Yes
250 Final Structures PS&E Package	Yes
255.05 Circulated & Reviewed Draft District PS&E Package	Yes
255.10.10 Updated Highway Planting PS&E	Yes
255.10.25 Updated Technical Reports	Yes
255.15 Environmental Re-evaluation	Yes
255.20 Final PS&E Package	Yes
255.45 NEPA Assignment	Yes

255.50 Secured Lease for Resident Engineer Office Space or Trailer	Yes
255.55 Contractor Outreach	Yes
255.65 Right of Way Certification Document	Yes
255.75 Upgraded/Updated Right of Way Certification Document	Yes
260.60 Draft Contract Comments (DCC)	Yes
260.75 Environmental Certification at RTL	Yes
260.90 Ready to List (RTL)	Yes
260.95 Finalized Submittal Package	Yes
265 Awarded and Approved Construction Contract	Yes

29. NVTa will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

NVTa will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

30. NVTa will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
31. PARTIES acknowledge that the activities Final District PS&E Package (255.20) and Contract Bid Documents "Ready to List" (260) will be performed by CALTRANS. Because CALTRANS is anticipated to perform the advertisement, award, and administration (AAA) of the construction contract, the PS&E package must be reviewed and approved by CALTRANS District and HQ Office Engineers prior to advertisement.

NVTa will ensure that any consultant involved in the preparation of the PS&E package will remain available to address all comments generated during the performance of the Final District PS&E Package and Contract Bid Documents "Ready to List" activities.

## **RIGHT-OF-WAY**

32. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CALTRANS is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
33. The California Transportation Commission is responsible for hearing and adopting Resolutions of Necessity.
34. CALTRANS will provide Right-of-Way Certification prior to PROJECT advertisement.
35. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
36. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

## **Schedule**

37. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
38. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written quarterly progress reports during the completion of the WORK.

## **Additional Provisions**

### **Standards**

39. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users' Manual
  - CALTRANS policies and directives
  - Plans Preparation Manual
  - Project Development Procedures Manual (PDPM)
  - Workplan Standards Guide
  - Standard Environmental Reference
  - Highway Design Manual
  - Right of Way Manual

### **Noncompliant Work**

40. CALTRANS retains the right to reject noncompliant WORK. NVTa agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

### **Qualifications**

41. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

### **Consultant Selection**

42. NVTa will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

### Encroachment Permits

43. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. NVTa, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to NVTa, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
44. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

### Protected Resources

45. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

### Disclosures

46. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

47. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

48. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

49. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
50. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

51. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. NVTa, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

52. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

NVTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and NVTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. NVTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

53. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

#### Claims

54. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
55. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
56. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

#### Accounting and Audits

57. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.



58. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

59. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and NVTa will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

60. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
61. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

#### Interruption of Work

62. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

63. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

*Penalties, Judgements and Settlements*

64. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
65. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.
66. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

*Project Files*

67. NVTA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. NVTA will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

*Environmental Compliance*

68. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

**GENERAL CONDITIONS**

**Venue**

69. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

### **Exemptions**

70. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

### **Indemnification**

71. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by NVTa, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon NVTa under this AGREEMENT. It is understood and agreed that NVTa, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by NVTa, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
72. Neither NVTa nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless NVTa and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

### **Non-parties**

73. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
74. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

### **Ambiguity and Performance**

75. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

76. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

### **Defaults**

77. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

### **Dispute Resolution**

78. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of NVTa will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

79. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

## **Prevailing Wage**

80. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

## **Contact Information**

### **CALTRANS**

Kelly Hirschberg, Regional Project Manager  
111 Grand Avenue  
Oakland, CA 94612  
Office Phone: (510) 286-4492  
Email: kelly.hirschberg@dot.ca.gov

### **NAPA VALLEY TRANSPORTATION AUTHORITY**

Sanjay Mishra, Program Manager, Engineer  
625 Burnell Street  
Napa, CA 94559  
Office Phone: (707) 259-5951  
Email: smishra@nvta.ca.gov

## **SIGNATURES**

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

### **STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION**

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

### **VERIFICATION OF FUNDS AND AUTHORITY:**

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Jeff Armstrong  
District Budget Manager

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

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Nadine Karavan  
HQ Accounting Supervisor

### **NAPA VALLEY TRANSPORTATION AUTHORITY**

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Kate Miller  
Executive Director

Attest:

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Name Tbd  
Title TBD

Approved as to form and procedure:

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Name Tbd  
Title TBD

## **FUNDING SUMMARY NO. 01**

<b><u>FUNDING TABLE</u></b>							v. 12
<u>IMPLEMENTING AGENCY</u> →			<u>NVTA</u>	<u>CALTRANS</u>		Totals	
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL		
LOCAL	NVTA	STIP/RIP	5,045,000	200,000	0	5,245,000	
Totals			5,045,000	200,000	0	5,245,000	

<b><u>SPENDING SUMMARY</u></b>							v 221
Fund Type	<u>PS&amp;E</u>		<u>R/W Support</u>		<u>R/W Capital</u>	Totals	
	<u>CALTRANS</u>	<u>NVTA</u>	<u>CALTRANS</u>	<u>NVTA</u>	<u>CALTRANS</u>		
STIP/RIP	1,82,400,000	3,22,945,000	200,000	0	0	5,245,000	
<b>Totals</b>	1,82,400,000	3,22,945,000	200,000	0	0	5,245,000	

### **Funding**

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

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

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

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

### **ICRP Rate**

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

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

### **Invoicing and Payment**

4. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, NVT A will pay invoices within five (5) calendar days of receipt of invoice.



5. If NVTA has received EFT certification from CALTRANS then NVTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
6. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Plans, Specifications, and Estimate (PS&E)

7. CALTRANS will invoice NVTA for a \$400,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PS&E expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and NVTA will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Support

8. CALTRANS will invoice and NVTA will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Capital

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



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Danielle Schmitz, Director - Capital Development and Planning  
(707) 259-5968 / Email: [dschmitz@nvta.ca.gov](mailto:dschmitz@nvta.ca.gov)  
**SUBJECT:** Regional Transportation Plan (RTP) 2050 Napa County Target Budget  
Project List

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority Board (NVRTA) approve the constrained list of Regional Transportation Plan (RTP) projects (Attachment 1) for submittal to the Metropolitan Transportation Commission (MTC).

### **COMMITTEE RECOMMENDATION**

The Technical Advisory Committee (TAC) recommended the Board approve the RTP list at the March 5 TAC meeting.

### **EXECUTIVE SUMMARY**

Federal and state planning regulations require that Plan Bay Area 2050 (PBA 2050) be fiscally constrained. This means the proposed transportation investments cannot exceed revenues forecasted over the planning horizon (2050). County Budgets include forecasted revenues generated by county sales taxes and vehicle registration fees, a portion of state revenues generated by gas taxes and vehicle registration fees, and a portion of federal revenues generated by gas taxes.

Napa County's target budget is \$510 million for the 30-year plan. For PBA 2050, the California Air Resources Board (CARB) is requiring the Metropolitan Transportation Commission (MTC) separate transportation investments into two periods, before 2035 and after 2035 to be consistent with language in SB 375 – the state legislation requiring that regional planning agencies meet emission reduction targets as part of their regional transportation plan efforts. This has prompted MTC to create two revenue bins, Bin 1 - 2020-2035, Bin 2 - 2036-2050.

Table 1 – Napa County Target Budget (\$ in millions)

PBA 2050 total \$	Bin 1 FY 2021-FY 2035	Bin 2 FY 2036-FY 2050
\$510	\$42	\$468

Napa County's target budget does not include programmatic categories like local street and road maintenance (including Measure T) and transit operations and maintenance (O&M). MTC has separated O&M categories out of the target budgets and the \$510 million is not intended to fund these programmatic categories.

Napa Valley Transportation Authority (NVRTA) staff met with an ad-hoc committee of the Technical Advisory Committee (TAC) on February 19 to review the Napa County target Regional Transportation Budget for Plan Bay Area 2050. Staff has revised the RTP County Budget Project list based on the feedback provided at that meeting. Attachment 1 presents a revised project list for submission to MTC reflecting Napa County's transportation projects that fit within the county budget and identifies regional discretionary funding requests.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

### **FINANCIAL IMPACT**

Is there a fiscal impact? No

### **CEQA REQUIREMENTS**

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

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

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

The Regional Transportation Plan includes all transportation projects in Napa County for the next twenty-five years.

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## **BACKGROUND AND DISCUSSION**

MTC is required by federal and state regulations to prepare a fiscally-constrained, long-range transportation plan. The Plan is prepared in accordance with the California Transportation Commission's (CTC) Regional Transportation Plan (RTP) guidelines. Among other things, the Plan identifies needs, sets priorities, and includes a fiscally constrained list of short-, medium-, and long-range projects and programs. In 2019, NVRTA submitted a list of regionally significant projects to MTC including updating the scope, cost and schedule of local projects. The county target budget exercise is the last step in updating projects and programs for PBA 2050.

A large portion of the County Budget is One Bay Area Grant (OBAG) and Regional Transportation Improvement Program (RTIP) revenues for the 30-year period. The budget assigns OBAG revenue to counties consistent with the OBAG 2 split for regional/county programs and uses the OBAG 2 county shares for each county's estimate. RTIP funds are distributed based on each county's current State Transportation Improvement Program (STIP) share, with existing STIP commitments reducing the amount included in the County Budget. The County Budget includes Transportation Fund for Clean Air (TFCA) and Local Partnership Program (LPP) formula funds.

The Napa County budget also includes "anticipated funds" such as a reauthorization of the local sales tax measure, Measure T. The anticipated funds are given more flexibility than the current Measure T. This number is flexible, allowing for uses beyond maintenance of local streets and roads. It is important that the planning exercise retain this flexibility to secure as many projects in the RTP as possible. There is more revenue in the outer years of the plan due to the anticipated fund revenues. Therefore, the priority for Bin 1 revenues should be projects that will be delivered in the next 4 years, and would require capacity in the RTP. There is also an opportunity for local jurisdictions to add local funds to the county budget in the form of Traffic Impact Fees, etc.

There are several reasons why Bin 1 is so much less than Bin 2:

- Inflation is a big factor due to an annual 2.2% inflation rate over the 30-year period. A \$1 in 2021 is reflected as \$1.36 in 2035 and \$1.88 in 2050 due to an annual 2.2% inflation rate
- \$26 million is netted out of period 1 for Soscol Junction (RTIP fund Advance which is pending CTC approval)
- 99% (\$355m) of county sales tax revenues generated in period 1 are assumed to go to maintenance vs capital projects as per the Measure T Ordinance. Whereas there is flexibility in bin 2 for more capital projects with new assumptions on the tax reauthorization and the potential extension of the Measure that could be committed for other purposes.

New to PBA 2050, is a requirement from CARB to separate the revenues before and after 2035. This is because there is a greenhouse gas (GHG) reduction requirement that MTC

must statutorily meet and this is a way for CARB to ensure transportation investments throughout the plan meet the GHG reduction requirements. Year 2035 is the key analysis year for GHG emissions under SB 375. CARB's latest Sustainable Communities Strategy (SCS) guidelines note that as part of the SCS evaluation, CARB will perform an Investment Analysis to evaluate whether the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) investments support the region's expected GHG reduction. CARB has also asked for PBA's project list be tabulated by project time period (e.g. 2020 through 2035, or beyond 2035).

MTC staff's primary concern is the ability to demonstrate (to CARB) that there is a reasonable expectation that the projects assumed to help achieve the GHG emissions reduction target can be implemented based on when revenues are forecasted to be available.

### **SUPPORTING DOCUMENTS**

Attachments:   (1) RTP Napa County Project List  
                      (2) RTP Napa County Target Budget

No.	Jurisdiction	Program	Project Title	Project Description	Total Cost	Bin 1 2021-2035	Bin2 2035-2050	Total Need
<b>Bicycle &amp; Pedestrian Network Expansion</b>					<b>\$56,600,000</b>	<b>\$5,975,000</b>	<b>\$48,625,000</b>	<b>\$0</b>
1	City of Napa	Bicycle & Pedestrian Network Expansion	Salvador Creek Bike Trail	Construct a Class I multiuse path along Salvador Creek	\$3,000,000		\$3,000,000	\$0
2	City of Napa	Bicycle & Pedestrian Network Expansion	Oxbow Preserve Bicycle/Pedestrian Bridge	Construct a bicycle/pedestrian bridge from the Oxbow Preserve over the Napa River to the River Trail	\$1,250,000		\$1,250,000	\$0
3	City of Napa	Bicycle & Pedestrian Network Expansion	Vine Trail (Redwood Road Crossing)	Construct a grade separated crossing across Redwood Road connecting the adjacent sections of the Vine Trail	\$4,500,000	\$1,000,000	\$3,500,000	\$0
4	City of Napa	Bicycle & Pedestrian Network Expansion	Oxbow District Bicycle/Pedestrian Bridge	Construct a bicycle/pedestrian bridge to connect the River Trail to Third Street	\$1,250,000		\$1,250,000	\$0
5	NVTA	Bicycle & Pedestrian Network Expansion	Vine Trail*	Class I bike trails, including Vine Trail gap portions of American Canyon, St. Helena, and unincorporated Napa County	\$20,000,000	\$2,475,000	\$15,525,000	\$0
6	NVTA	Bicycle & Pedestrian Network Expansion	Oxbow Bike & Pedestrian Crossing	Construct a bicycle/pedestrian bridge over the Napa River between 3rd Street and 1st Street adjacent to the existing Railroad bridge	\$5,000,000	\$1,000,000	\$4,000,000	\$0
7	St Helena	Bicycle & Pedestrian Network Expansion	Sulphur Creek Class I Bikeway	Construct Class I Bikeway	\$5,800,000		\$5,800,000	\$0
8	St Helena	Bicycle & Pedestrian Network Expansion	Spring Mountain Road Class I Bikeway	Construct Class I Bikeway	\$3,000,000		\$3,000,000	\$0
9	St Helena	Bicycle & Pedestrian Network Expansion	Napa River Class I Bikeway	Construct Class I Bikeway (River Trail)	\$9,800,000		\$9,800,000	\$0
10	Yountville	Bicycle & Pedestrian Network Expansion	Yountville Crossroads Bicycle Path & Sidewalk	A full lane bicycle path along Yountville Crossroads	\$3,000,000	\$1,500,000	\$1,500,000	\$0

**Napa Countywide Transportation Plan  
DRAFT Project List**

No.	Jurisdiction	Program	Project Title	Project Description	Total Cost	Bin 1 2021-2035	Bin2 2035-2050	Total Need
<b>Highway Improvements</b>					<b>\$289,250,000</b>	<b>\$16,000,000</b>	<b>\$201,650,000</b>	<b>\$25,000,000</b>
11	NVTA	Highway Improvements	SR-29 Bypass	Calistoga SR-29 Bypass Dunaweal Ln/Tubbs Ln	\$5,000,000		\$5,000,000	\$0
12	NVTA	Highway Improvements	29 North County intersections*	Improve intersection safety and operations Oakville Grade Rd, Oakville Crossroad, Rutherford Rd (SR 128), Deer Park Rd, Dunaweal Ln	\$2,500,000	\$500,000	\$2,000,000	\$0
13	NVTA	Highway Improvements	NVTA	Intersection improvements at SR 29/128 & Lincoln Ave	\$1,900,000		\$1,900,000	\$0
14	NVTA	Highway Improvements	Highway 29/South Kelly Road intersection	Improve intersection safety and operations at South Kelly Road	\$5,000,000		\$4,000,000	\$0
15	NVTA	Highway Improvements	Soscol Junction*	Construct SB 221 to SB 29/12 flyover structure	\$60,000,000			\$25,000,000
16	NVTA	Highway Improvements	Airport Junction*	Construct grade separated interchange	\$50,000,000	\$1,000,000	\$49,000,000	\$0
17	NVTA	Highway Improvements	Airport Junction (near term)	Operational and Intersection improvements	\$3,000,000	\$3,000,000		\$0
18	NVTA	Highway Improvements	SR-29 Phase 1	Operational and multimodal improvements on SR 29 from Napa Junction to American Canyon Blvd. Including signal technology upgrades and intersection reconfiguration.	\$30,000,000	\$2,500,000	\$27,500,000	\$0
19	NVTA	Highway Improvements	Madison Street Interchange	Improvements to SR-29/Madison Street Intersection	\$10,000,000	\$250,000	\$9,750,000	\$0
20	NVTA	Highway Improvements	Highway 29/Main Street and Pratt Avenue Intersection Improvements *	Construct intersection improvements that improve safety and circulation on Highway 29	\$1,000,000		\$1,000,000	\$0
21	NVTA	Highway Improvements	Carneros Intersection	SR 29/SR12/SR 121 (Carneros intersection) Improvements	\$3,000,000	\$3,000,000		\$0
22	NVTA	Highway Improvements	Highway 29/Main Street and Deer Park Road Intersection Improvements *	Construct intersection improvements that improve safety and circulation on Highway 29	\$2,000,000		\$2,000,000	\$0
23	NVTA	Highway Improvements	Intersection Improvements at SR 128 & Berry Street	Widen SR 128 and install left turn lane onto Berry Street	\$2,000,000		\$2,000,000	\$0
24	NVTA	Highway Improvements	Intersection Improvements at SR 29 & Fair Way	Intersection improvements at SR 29 & Fair Way	\$1,500,000		\$1,500,000	\$0
25	NVTA	Highway Improvements	Intersection Improvements at SR 29 & Silverado Trail	Intersection improvements at SR 29 & Silverado Trail	\$1,500,000	\$250,000	\$1,250,000	\$0

**Napa Countywide Transportation Plan  
DRAFT Project List**

No.	Jurisdiction	Program	Project Title	Project Description	Total Cost	Bin 1 2021-2035	Bin2 2035-2050	Total Need
26	NVTA	Highway Improvements	Highway 29 Pedestrian Safety Overcrossings	Construct pedestrian enhancements including grade-separated crossing at SR 29	\$5,000,000		\$5,000,000	\$0
27	NVTA	Highway Improvements	Lincoln Avenue at California Blvd & SR29 Off-Ramp	Reconfigure northbound SR 29 off-ramp at Lincoln Avenue and modify Lincoln Avenue/California Boulevard intersection	\$5,500,000	\$500,000	\$5,000,000	\$0
28	NVTA	Highway Improvements	SR29 over Trower Avenue	Trower Avenue Underpass at SR29	\$30,000,000		\$30,000,000	\$0
29	NVTA	Highway Improvements	Soscol Avenue Widening *	Widen Soscol Avenue-SR221-SR121 to six lanes from Magnolia Drive to Silverado Trail including median widening and intersection improvements	\$22,750,000		\$22,750,000	\$0



**Napa Countywide Transportation Plan  
DRAFT Project List**

No.	Jurisdiction	Program	Project Title	Project Description	Total Cost	Bin 1 2021-2035	Bin2 2035-2050	Total Need
30	NVTA	Highway Improvements	Route 221*	Improve corridor operations could include widening for bus on shoulder, complete streets multimodal improvements	\$6,000,000		\$6,000,000	\$0
31	NVTA	Highway Improvements	SR 29 Gateway Improvements Phase 2	Phase 2-Highway 29 improvements, 6-lane modified boulevard.	\$26,000,000		\$26,000,000	\$0
32	NVTA	Highway Improvements	5-way Intersection Modification	Construct intersection improvements at Silverado Trail/Third Street/Coombsville Road/East Avenue	\$15,600,000	\$5,000,000		\$0
33	NVTA	Highway Improvements	SR 37	Improvements along SR-37	\$4,000,000,000		\$2,500,000	\$3,997,500,000
<b>ITS</b>					<b>\$14,250,000</b>	<b>\$750,000</b>	<b>\$11,947,000</b>	<b>\$1,553,000</b>
34	NVTA	ITS	TSP	Transit Signal Priority on SR-29 and major corridors	\$2,250,000	\$250,000	\$447,000	\$1,553,000
35	NVTA	ITS	Traffic Management Control Center	Construct a TMC in Napa County	\$12,000,000	\$500,000	\$11,500,000	\$0
<b>Local Intersection Improvements</b>					<b>\$10,000,000</b>	<b>\$2,250,000</b>	<b>\$7,750,000</b>	<b>\$0</b>
36	City of Napa	Local Intersection Improvements	Jefferson Street/Imola Avenue Intersection Modifications	Jefferson Street/ Imola Avenue intersection modifications including additional right-turn lanes	\$3,000,000	\$750,000	\$2,250,000	\$0
37	Napa County	Local Intersection Improvements	Silverado Trail intersections	Improve intersection safety and operations Oak Knoll Avenue, Yountville Crossroad, Oakville Crossroad, Deer Park Rd, Dunaweal Ln, Trancas/Monticello	\$5,000,000	\$1,500,000	\$3,500,000	\$0
38	NVTA	Local Intersection Improvements	Devlin Road/Soscol Ferry Rd.	Intersection Improvements at Soscol Ferry Road and Devlin	\$2,000,000		\$2,000,000	\$0

**Napa Countywide Transportation Plan  
DRAFT Project List**

No.	Jurisdiction	Program	Project Title	Project Description	Total Cost	Bin 1 2021-2035	Bin2 2035-2050	Total Need
<b>Local Street &amp; Roads Enhancements</b>					<b>\$171,026,100</b>	<b>\$13,475,000</b>	<b>\$126,028,000</b>	<b>\$0</b>
39	AC	Local Street & Roads Enhancements	Rio Del Mar	New Major Collector from SR 29 to extension of Newell Drive with Railroad undercrossing	\$4,000,000		\$2,310,000	\$0
40	AC	Local Street & Roads Enhancements	Eucalyptus Drive/ Theresa Avenue intersection, Complete Streets	Extend Eucalyptus 450' to the east, connecting at SR 29, Install roundabout.	\$3,700,000		\$3,700,000	\$0
41	AC	Local Street & Roads Enhancements	Main Street	New Minor Collector from Eucalyptus to South Napa Junction on the east side of SR 29	\$2,000,000	\$2,000,000		\$0
42	AC	Local Street & Roads Enhancements	Eucalyptus Drive	Widen to 2-lane collector from Theresa to Wetlands Edge Rd.,	\$7,000,000		\$7,000,000	\$0
43	AC	Local Street & Roads Enhancements	West Side Connector	New Industrial Collector from southern terminus of Commerce Drive to Eucalyptus Drive	\$15,000,000		\$15,000,000	\$0
44	AC	Local Street & Roads Enhancements	Newell Drive	New 4-lane arterial from Donaldson Way to Rio Del Mar. New 2-lane arterial from Rio Del Mar to SR 29. New 2-lane arterial to South Kelly Road. Railroad Overcrossing Structure	\$50,000,000	\$1,000,000	\$34,000,000	\$0
45	AC	Local Street & Roads Enhancements	Paoli Loop Road Widening	Green Island Road Extension to Newell Extension Industrial Collector standards	\$9,000,000	\$2,000,000	\$7,000,000	\$0
46	City of Napa	Local Street & Roads Enhancements	Trower Avenue Extension	Extend Trower Avenue east to connect with Big Ranch Road	\$10,500,000	\$1,000,000	\$9,500,000	\$0
47	City of Napa	Local Street & Roads Enhancements	Linda Vista Avenue Bridge and Extension	New bridge at Redwood Creek and extension of Linda Vista Avenue to Robinson Lane over new Linda Vista Bridge	\$3,500,000		\$3,500,000	\$0
48	City of Napa	Local Street & Roads Enhancements	Terrace Drive Bridge and Extension	New bridge at Cayetano Creek and extension of Terrace Drive from the southern terminus of Terrace Drive to the northerly terminus of South Terrace Drive	\$3,500,000		\$3,500,000	\$0
49	City of Napa	Local Street & Roads Enhancements	Solano Avenue Bridge and Extension	New bridge at Napa Creek and extension of Solano Avenue south to connect with First Street	\$7,000,000		\$7,000,000	\$0
50	City of Napa	Local Street & Roads Enhancements	Salvador Avenue Complete Streets	Completes streets infrastructure improvements including roadway widening to accommodate bicycle and pedestrian facilities	\$2,500,000	\$100,000	\$1,050,000	\$0

**Napa Countywide Transportation Plan  
DRAFT Project List**

No.	Jurisdiction	Program	Project Title	Project Description	Total Cost	Bin 1 2021-2035	Bin2 2035-2050	Total Need
51	City of Napa	Local Street & Roads Enhancements	First Street and Browns Valley Road Corridor Complete Streets	Complete streets infrastructure improvements including roundabouts at the intersections of First Street/ Freeway Drive and First Street/ SR29 Southbound ramps	\$14,500,000	\$500,000	\$10,000,000	\$0
52	Napa County	Local Street & Roads Enhancements	Silverado Trail Corridor Analysis	Silverado Trail Corridor Analysis; including but not limited to safety, congestion improvements.	\$500,000	\$500,000		\$0
53	NVTA	Local Street & Roads Enhancements	Imola Complete Streets Corridor	Complete Streets enhancements and safety improvements along the Imola Avenue corridor	\$15,000,000	\$1,000,000	\$7,000,000	\$0
54	St Helena	Local Street & Roads Enhancements	Main Street Corridor Improvements Phase I	Upgrade sidewalk, pedestrian lighting, pedestrian furniture, landscaping/trees, bike infrastructure	\$4,238,100	\$2,375,000		\$0
55	St Helena	Local Street & Roads Enhancements	Main Street Corridor Improvements Phase II *	Install traffic calming devices (e.g.. bulb outs), pedestrian lighting, pedestrian furniture, landscaping, bike infrastructure and traffic signal synchronization and modifications	\$3,120,000	\$3,000,000		\$0
56	St Helena	Local Street & Roads Enhancements	Oak Avenue Extension	Extend Oak Avenue	\$4,000,000		\$3,500,000	\$0
57	St Helena	Local Street & Roads Enhancements	Starr Avenue Extension	Extend Starr Avenue	\$617,000		\$617,000	\$0
58	St Helena	Local Street & Roads Enhancements	Adams Street Extension	Extend Adams Street	\$851,000		\$851,000	\$0
59	St Helena	Local Street & Roads Enhancements	New North-South Collector	Extend College Avenue, or Starr Avenue, or Allison Avenue	\$1,900,000		\$1,900,000	\$0
60	St Helena	Local Street & Roads Enhancements	Mills Lane Safety Improvements	Improve Mills Lane to two lanes with bike and pedestrian access	\$3,500,000		\$3,500,000	\$0
61	St Helena	Local Street & Roads Enhancements	New East-West Collector	Extend Adams Street or Mills Lane	\$2,900,000		\$2,900,000	\$0
62	St Helena	Local Street & Roads Enhancements	Fulton Lane Safety Improvements	Improve Fulton Lane to two lanes with bike and pedestrian access	\$2,200,000		\$2,200,000	\$0

Transit Enhancements					\$207,560,096	\$3,050,000	\$70,000,000	\$103,998,096
63	NVTA	Transit Enhancements	Park and Ride Lots, (Construction and O&M)	Park and Ride lots throughout Napa County	\$11,000,000	\$250,000	\$10,750,000	\$0
64	NVTA	Transit Enhancements	VINE Maintenance Facility (Construction O&M)	Acquisition and construction of new maintenance facility	\$40,000,000			\$20,888,000

**Napa Countywide Transportation Plan  
DRAFT Project List**

No.	Jurisdiction	Program	Project Title	Project Description	Total Cost	Bin 1 2021-2035	Bin2 2035-2050	Total Need
65	NVTA	Transit Enhancements	Charging Infrastructure (Construction and O&M)	Electric Bus Infrastructure	\$4,000,000		\$4,000,000	\$0
66	NVTA	Transit Enhancements	Express Bus Enhancements	13.5 miles of bus express corridor enhancements, including bus on shoulder	\$25,000,000	\$1,000,000	\$24,000,000	\$0
67	NVTA	Transit Enhancements	Express Buses	Acquisition of 24 commuter-style buses for Rapid Bus from Vallejo Ferry Terminal to Redwood Park and ride	\$20,000,000		\$10,000,000	\$0
68	NVTA	Transit Enhancements	Local routes - expanded service hours	Expand service hours from 4am-12am, add Sunday service	\$10,281,880			\$10,281,880
69	NVTA	Transit Enhancements	Regional routes - expanded service hours	Expand service hours from 4am-12am, add Sunday service	\$10,346,000		\$2,000,000	\$8,346,000
70	NVTA	Transit Enhancements	All regional routes - Enhanced frequency	Increase frequency from 30 peak, 60 midday and weekends to 30 peak and 30 midday and weekends.	\$33,122,216		\$7,000,000	\$26,122,216
71	NVTA	Transit Enhancements	New Transit Vehicles (EXPANSION)	Acquisition of new paratransit vehicles, community shuttle buses and Vine buses for service expansion	\$27,510,000		\$3,450,000	\$24,060,000
72	NVTA	Transit Enhancements	Transit System Growth (Operating Costs)	Operation costs for the expansion of the transit system	\$2,800,000			\$2,800,000
73	NVTA	Transit Enhancements	New Shelters and Stop Amenities (EXPANSION)	Improved bus stops throughout Napa County	\$8,500,000		\$2,000,000	\$6,500,000
74	NVTA	Transit Enhancements	Soscol Gateway Transit Center Improvements	Pedestrian connector, safety and infrastructure upgrades-generator	\$5,000,000		\$2,000,000	\$3,000,000
75	NVTA	Transit Enhancements	SMART Station	Multimodal SMART station to accommodate the SMART east-west expansion	\$5,000,000	\$200,000	\$4,800,000	\$0
76	NVTA	Transit Enhancements	SR-29/Imola Ave Park and Ride	Multimodal park and ride improvements and construction of in-line bus stops on SR-29 ramps.	\$3,000,000	\$1,600,000		\$0
77	NVTA	Transit Enhancements	NVC Transfer Center	Napa Valley College Bus Transfer Center	\$2,000,000			\$2,000,000
						\$41,500,000	\$468,500,000	\$ 130,551,096
						<b>Bin 1</b>	<b>Bin 2</b>	<b>Total Request</b>
						2021-2035	2035-2050	2021-2050

**ATTACHMENT 2**  
**NVTA Agenda Item 10.4**  
**March 18, 2020**

In Millions of YOES

**Regional Transportation Plan Napa County Target Budget**

	OBAG	RTIP			County Sales Tax (CST)			CST Re-Authorizations			Vehicle Reg Fees (VRF)			VRF Re-Authorizations			TFCA County	LPP	Other Local	TOTAL AVAILABLE
	Available	Total Forecasted	Less Commitments	Available	Total Forecasted	Less O&M	Available	Total Forecasted	Less O&M	Available	Total Forecasted	Less O&M	Available	Total Forecasted	Less O&M	Available	Available	Available	Available	
<b>NAPA</b>	1.6%																			
Bin 1 (2021-2035)	\$ 19.66	\$ 31.73	\$ (25.76)	\$ 5.98	\$ 358.15	-99%	\$ 3.58										\$ 4.34	\$ 8.00		<b>\$ 41.56</b>
Bin 2 (2036-2050)	\$ 29.66	\$ 47.91	\$ -	\$ 47.91	\$ 285.41	-25%	\$ 214.06	\$ 219.64	-25%	\$ 164.73							\$ 3.43	\$ 8.00		<b>\$ 467.79</b>
<b>Subtotal</b>	<b>\$ 49</b>	<b>\$ 79.65</b>	<b>\$ (25.76)</b>	<b>\$ 54</b>	<b>\$ 644</b>		<b>\$ 218</b>	<b>\$ 220</b>		<b>\$ 165</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 8</b>	<b>\$ 16</b>	<b>\$ -</b>	<b>\$ 509</b>



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board receive the State Legislative update prepared by Platinum Advisors (Attachment 1) and approve board position recommendations for bills on the State Bill Matrix (Attachment 2).

### **OTHER OPTIONS FOR CONSIDERATION**

The board could reject the proposed recommendations and adopt other positions, or take no action and request that staff remove the legislation from the bill matrix.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

Attached is the State legislative update (Attachment 1), and State Bill Matrix (Attachment 2). Staff is proposing that the board take the following positions on the following bills:

- AB 2176 (Holden) – This bill would require public transit operators to provide free transit passes to community college and colleges in the State system. It further limits colleges from charging fees to subsidize student transit fares. Staff is recommending that the board take an oppose position unless amended to identify revenues to backfill the agency's fares. This bill would cost the agency \$63,000 annually.
- AB 3209 (Aguiar-Curry) – This bill is currently a spot bill. The bill would redirect proceeds from the sale of excess parcels in/around the Soscol Junction project on

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SR 29 to highway projects in Napa in coordination with NVTA. Staff is recommending that the Board take a support position on this bill.

- SB 1408 (Dodd) – SB 1408 would authorize tolling on SR 37 to generate revenues to make improvements along the corridor. Staff is recommending that the board take a support position on this bill.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

### **FISCAL IMPACT**

Is there a Fiscal Impact? No

### **SUPPORTING DOCUMENTS**

Attachments: (1) March 2, 2020 State Legislative Update (Platinum Advisors)  
(2) March 2, 2020 State Bill Matrix (Platinum Advisors)



March 2, 2020

TO: Kate Miller, Executive Director  
Napa Valley Transportation Authority

FR: Steve Wallaugh  
Platinum Advisors

**RE: Legislative Update**

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**Governor's State of the State Address:** Governor Gavin Newsom delivered his State of the State address beginning as tradition dictates, on a positive note. Amongst the State's significant achievements, he stated that California is the fifth-largest economy in the world, has obtained 118 consecutive months of net job growth, has created 3.4 million jobs since the Great Recession, is home to nearly 4 million small businesses, has a record reserve, and has the highest credit rating in nearly two decades.

He soon segued into his focus for 2020 – homelessness and the Administration's efforts and proposals, at times in partnership with the Legislature and/or local governments, to address homelessness in a variety of ways. This includes his Executive Order in January that deployed emergency trailers and services for homeless families to Oakland and Los Angeles County, and other counties, the identification of 286 state properties available for homeless services, and his support for expanding statewide existing law that exempts all shelters and homeless housing from environmental review in Los Angeles.

**Legislative Analyst's Office (LAO) Opines:** With the release of the Governor's budget, the LAO has started to release its analysis of various departments and spending programs. Earlier this month the LAO released its review of transportation funding and the cap & trade program.

**Transportation:** The budget includes about \$15 billion for Caltrans, \$3 billion for local streets and roads, \$1 billion for State Transit Assistance, and about \$400 million for various other transportation programs. The LAO notes that transportation revenue has nearly doubled since the enactment of SB 1, and the LAO overall agrees with the proposed spending priorities. In addition, starting with the 2020-21 fiscal year an annual \$100 fee will be imposed on all new zero emission vehicles (ZEV) that will generate about \$10 million. This ZEV revenue is deposited into the Road Maintenance & Rehabilitation Fund. Another SB 1 element triggered this year is the inflationary adjustment of fuel taxes and fees. The tax on gasoline and diesel fuel will increase by 3 cents and 2.2 cents



respectively, resulting in an additional \$500 million annually that will be allocated by the existing formulas.

A new funding item in the Governor's budget directs \$2.2 million to establish the Pedestrian and Bicycle Safety Investigation Program. Between 2004 and 2018 pedestrian fatalities grew by 31% and bicyclist fatalities grew by 41% statewide. The Investigation Program would fund 25 transportation engineers who are expected to perform a total of 400 investigations. The LAO recommends the legislature approve this funding request, and adopt report language requiring Caltrans submit a report on key finding and trends resulting from these investigations, and the safety improvements made to state highways as a result of these investigations.

**Cap & Trade Funding:** The budget assumes a total of \$2.5 billion in auction revenues in 2020-21. This includes about \$1.5 billion for the continuous appropriations, such as Low Carbon Transit Operations Program (LCTOP) and Transit and Intercity Rail Capital Program (TIRCP), other statutory allocation of \$212 million, leaving only \$965 million in discretionary spending. This is about \$250 million less than the 2019-20 appropriation, which is due to less carryover funds and the more conservative auction assumptions made by Finance. The LAO points out that the administration has not updated its revenue estimates to reflect the results of the August 2019 and the November 2019 auction results. Given these results along with the outcomes for the February and May 2020 auctions will enable the legislature to reassess available resources, and potentially increase the total appropriation.

**Catalyst Fund:** The Governor's budget proposes to create a new revolving loan program aimed at assisting in the development of projects and technologies that assist in reducing greenhouse gas (GHG) emissions. The Climate Catalyst Fund would receive \$250 million in the 2020-21 fiscal with similar size appropriations over the next few years for a total of \$1 billion. The Fund would provide low cost loans to private businesses and public entities. While the Infrastructure Bank (I-Bank) would administer these loans, the Strategic Growth Council (SGC) would determine project categories. The draft bill language specifies transportation emission reduction and charging infrastructure as eligible categories. Overall, the LAO is not supportive of this proposal and questions the ability of the I-Bank and SGC to identify appropriate projects and adequately assess the risks. The LAO recommends the legislature to reject the Catalyst Fund, but possibly consider a smaller pilot project in order to gauge the demand for these loans.

## **LEGISLATION**

**Legislation:** February 21<sup>st</sup> was the deadline to introduce new legislation. With about 1,000 new bills crossing the desk it will be another month before the dust settles as numerous spot bills are amended. This year a new rule was imposed by both the Assembly and Senate with respect to spot bills. Currently, spot bills are not referred to a policy committee until substantive changes are added to the bill. These spot bills sometime languished in Rules Committee until being amended days before a hearing deadline. This year spot bills in both houses must have substantive amendments

submitted to Legislative Counsel for drafting by March 4<sup>th</sup>, or the bill is dead. This means a second round of new bills will be unveiled in the coming month.

**Soscol:** At the request of NVTa, Assemblywoman Cecilia Aguiar-Curry has introduced AB 3209. The bill is currently a spot bill that will be amended to 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.

**New Toll Road:** Senator Bill Dodd has introduced AB 1408 to approve creating a toll lane on SR 37. While the bill currently does not specify the entity that would operate and maintain the toll facilities, the bill would authorize a toll on Highway 37 from SR 121 to Mare Island. 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.

**More Free Transit Passes:** Last month Assemblywoman Gonzalez amended AB 1350 to mandate transit operators to provide free transit passes to youth 18 years of age or younger; followed by Assemblyman Kansen Chu with AB 2012 to require free transit passes to anyone 65 years old and over. Now, Assemblyman Chris Holden introduced AB 2176 which would require transit operators to provide free transit passes to college students. AB 2176 goes a step further by including language that would prohibit a community college, CSU or UC from charging students a fee for any transit service provided by a transit operator that is required to provide free student passes. All these bills are structured the same by conditioning the receipt of State Transit Assistance (STA), Transportation Development Act (TDA) or Low Carbon Transit Operations Program funds on providing these free transit passes.

**Bay Area Transit:** Assemblyman David Chiu introduced AB 2057. This bill 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.

**Bus on Shoulders:** Senator Jim Beall introduced SB 1283, which is a spot bill related to allowing buses to operate on highway shoulders. Existing law authorizes bus on shoulder demonstration projects in the Counties of Monterey and Santa Cruz. SB 1283 will be the vehicle to expand this program to include pilot project for a limited number of corridors.

**Email Retention:** AB 2093 (Gloria) introduced this bill in order to increase transparency, but it will end up costing public entities millions. This bill would require public entities to store for at least 2 years all emails received or sent by employees of the public entity. This bill is identical to AB 1184 (Gloria) that was

vetoed last year. The Governor's veto message stated, *"This bill does not strike the appropriate balance between the benefits of greater transparency through the public's access to public records, and the burdens of a dramatic increase in records-retention requirements, including associated personnel and data-management costs to taxpayer."*

**An FYI on Housing Fees:** Assembly Democrats introduced a bill package this week to increase housing production and ensure that local fees on development align with California's statewide housing goals.

Last year, a [report](#) was issued by the Turner Center in conjunction with the California Department of Housing and Community Development (HCD) as required by AB 879 (Grayson, 2017). Among changes to housing element law, AB 879 directed HCD to complete a study evaluating the reasonableness of local fees charged to new developments. The report provided analysis of current fees and suggested potential reforms, some of which are addressed by this year's bill package:

[AB 1484 \(Grayson\) Mitigation Fee Act: housing developments](#) – Provides a comprehensive reform of the nexus standards that cities and counties use to determine their fees.

[AB 1924 \(Grayson\) Housing development: fees](#) – Requires jurisdictions to assess fees on a per-square-foot basis, giving developers the option to build smaller, more affordable units without being penalized with multiple fees.

[AB 3144 \(Grayson\) Housing Cost Reduction Incentive Program](#) – Provides state funding to reimburse local governments who waive impact fees on affordable projects.

[AB 3145 \(Grayson\) Local government: housing development projects: fees and exactions cap](#) – Establishes a ceiling for development fees based on the median home price in a jurisdiction. Cities and counties that exceed this ceiling will be required to seek approval from the Department of Housing and Community Development, and justify the need to do so.

[AB 3146 \(Bonta and Grayson\) Housing data: collection and reporting](#) – Requires cities and counties to report a wide variety of essential housing data to the Department of Housing and Community Development, including the number of new housing units that have been issued a completed entitlement, a building permit, or a certificate of occupancy.

[AB 3147 \(Gabriel\) Fees for development projects](#) – Ensures that certain impact fees are payable under protest. This allows for a developer to pay a fee they consider to be unreasonably high so they can continue construction, even as they negotiate for a more reasonable amount.

[AB 3148 \(Chiu\) Planning and zoning: density bonuses: affordable housing: fee reductions](#) – Reduces the impact fees paid on affordable housing units that are built using the State's density bonus program.

[AB 3149 \(Gloria\) Mitigation Fee Act](#) – Modernizes the way that local agencies notify interested parties prior to levying a new fee or service charge or prior to approving an increase in an existing fee or service charge.



March 2, 2020

## Action Items

Bills	Subject	Status	Proposed - Position
<b>AB 2176</b> <b>(Holden D)</b> 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.  In addition, AB 2176 includes language that would prohibit a community college, CSU or UC from charging students a fee for any transit service provided by a transit operator that is required to provide free student passes.	ASSEMBLY PRINT	Recommended Position: Oppose Unless Amended
<b>AB 3209</b> <b>(Aguiar-Curry D)</b> California Transportation Commission.	AB 3209 is currently a spot bill that will be amended to 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.	ASSEMBLY PRINT	SPONSOR
<b>SB 1408</b> <b>(Dodd D)</b> State Route 37 Toll Bridge Act.	SB 1408 would authorize tolling on SR 37. 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.	SENATE RLS.	Recommended Position: SUPPORT

## Existing Positions

Bills	Subject	Status	Client Positions
<b><u>AB 1350</u></b> <b><u>(Gonzalez D)</u></b> 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>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>	Senate Desk	OPPOSE unless amended
<b><u>AB 1839</u></b> <b><u>(Bonta D)</u></b> Climate change: California Green New Deal.	<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</p>	ASSEMBLY PRINT	Recommended Position: Watch

<p><b><u>AB 1839</u></b>  <b><u>(Bonta D)</u></b>  <b><i>(Continued)</i></b></p>	<p>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 be achieved.</p>		
<p><b><u>AB 2012</u></b>  <b><u>(Chu D)</u></b>  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>To be consistent with the action on AB 1350, an Oppose Unless Amended position is also recommended on AB 2012.</p>	<p>ASSEMBLY PRINT</p>	<p>Oppose Unless Amended</p>
<p><b><u>ACA 1</u></b>  <b><u>(Aguiar-Curry D)</u></b>  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>SUPPORT</p>

<p><b><u>SB 336</u></b>  <b><u>(Dodd D)</u></b>  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 31<sup>st</sup>, 2025. SB 336 would sunset on January 1, 2025.</p>	<p>ASSEMBLY TRANSP  – Two-Year Bill</p>	<p>SUPPORT</p>
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