

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

AGENDA

Wednesday, June 20, 2012

1:30 p.m.

**NCTPA/NVTA Conference Room
707 Randolph Street, Suite 100
Napa CA 94559**

General Information

All materials relating to an agenda item for an open session of a regular meeting of the NCTPA Board of Directors are posted on our website at www.nctpa.net/m_a.cfm 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 NCTPA Board of Directors, 707 Randolph Street, Suite 100, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for NCTPA 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 NCTPA 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, NCTPA Board Secretary, at (707) 259-8631 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 NCTPA website at www.nctpa.net, click on Minutes and Agendas – NCTPA Board or go to www.nctpa.net/bod-c/bod/curr-am.html

ITEMS

1. Call to Order – Chair Keith Caldwell
2. Pledge of Allegiance
3. Roll Call

Members:

Joan Bennett	City of American Canyon
Leon Garcia, Mayor	City of American Canyon
Michael Dunsford	City of Calistoga
Jack Gingles, Mayor	City of Calistoga
Jim Krider	City of Napa
Jill Techel, Mayor	City of Napa
Keith Caldwell, BOS Chair	County of Napa
Bill Dodd	County of Napa
Del Britton, Mayor	City of St. Helena
Peter White	City of St. Helena
Lewis Chilton	Town of Yountville
John F. Dunbar, Mayor	Town of Yountville
JoAnn Busenbark	Paratransit Coordinating Council

4. Public Comment
5. Chairperson, Board Members' and Metropolitan Transportation Commission (MTC) Update
6. Directors Update
7. Caltrans Update

8. ADMINISTRATIVE ITEMS (8.1)

RECOMMENDATION

- 8.1 Ratification and Approval of Agreement No. 12-08 Employment Agreement for Agency Executive Director (Karrie Sanderlin) (*Pages 7-18*)

APPROVE

Board action will approve and ratify Agreement No. NCTPA 12-02 with Catherine (Kate) Miller for services as the Agency Executive Director in an amount not to exceed one hundred fifty thousand dollars (\$150,000) annually plus employee benefits.

9. **CONSENT ITEMS (9.1 – 9.5)**

9.1 Approval of Meeting Minutes of April 18, 2012
May 16, 2012 Special Meeting, May 16, 2012,
and May 29, 2012 Special Meeting (Karrie
Sanderlin) (*Pages 19-36*) APPROVE

9.2 Annual Election of Chair and Vice Chair (Karrie
Sanderlin) (*Pages 37-38*) APPROVE

Board action will the second of a two year term
for Chair Keith Caldwell and Vice Chair Jack
Gingles.

9.3 Approval of Resolution No. 12-22 Authorizing
the Execution of the Metropolitan
Transportation Commission (MTC)
Programming and Planning Agreement (*Pages
39-73*) APPROVE

Board action will approve an Interagency
Agreement with MTC and authorize the Chair or
designee to sign the Agreement which
describes the terms under which NCTPA will
accept planning funds in the amount of
\$2.673M.

9.4 Approval to Extend the Call for Projects for the
FY 12/13 Transportation Fund for Clean Air
(TFCA) Program Manager Funds until
September 7, 2012 (*Pages 74-78*) APPROVE

Board action will approve extending the call for
TFCA projects for FY 12/13 until September 7,
2012.

9.5 VINE/VINE Go Transit Service Ridership Report
(Tom Roberts) (*Pages 79-81*) INFORMATION

Staff will provide the Board with transit services
ridership data.

10. **REGULAR AGENDA ITEMS**

RECOMMENDATION

10.1 Smoking at Bus Shelters and/or Stops (Tom
Roberts) (*Pages 82-84*) INFORMATION/
ACTION

Board will consider action to prohibit or
discourage smoking at bus shelter locations.

10.2 Bus Purchase (Tom Roberts) (*Pages 85-87*)

APPROVE

Board action will approve the purchase of up to 4 gasoline powered mid-size buses with A-Z Bus Sales in an amount not to exceed \$577,982.

11. **INTERJURISDICTIONAL ISSUES FORUM**

RECOMMENDATION

11.1 Interjurisdictional Issues Discussion Forum and Information Exchange

INFORMATION/
ACTION

Board Members are encouraged to share specific new projects with interjurisdictional impacts.

12. **CLOSED SESSION**

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

Initiation of litigation pursuant to subdivision (c) of Government Code section 54956.9 (1 Case)

13. **ADJOURNMENT**

RECOMMENDATION

13.1 Approval of Meeting Date of July 18, 2012 and Adjournment

APPROVE

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 NCTPA offices, 707 Randolph Street Suite 100 Napa CA, by 5:00 p.m., Friday June 15, 2012.


Karalyn E. Sanderlin, NCTPA Board Secretary

Glossary of Acronyms

AB 32	Global Warming Solutions Act	MTS	Metropolitan Transportation System
ABAG	Association of Bay Area Governments	NCTPA	Napa County Transportation and Planning Agency
ADA	American with Disabilities Act	NEPA	National Environmental Policy Act
BAAQMD	Bay Area Air Quality Management District	NOC	Notice of Completion
AVAA	Abandoned Vehicle Abatement Authority	NOD	Notice of Determination
BART	Bay Area Rapid Transit District	NOP	Notice of Preparation
BATA	Bay Area Toll Authority	NVTA	Napa Valley Transportation Authority
BRT	Bus Rapid Transit	OBAG	One Bay Area Grant
Caltrans	California Department of Transportation	PCI	Pavement Condition Index
CEQA	California Environmental Quality Act	PDA	Priority Development Areas
CIP	Capital Investment Program	PMS	Pavement Management System
CMA's	Congestion Management Agencies	Prop. 42	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes
CMAQ	Congestion Mitigation and Air Quality Improvement Program	PSR	Project Study Report
CMP	Congestion Management Program	PTA	Public Transportation Account
CTC	California Transportation Commission	RACC	Regional Agency Coordinating Committee
EIR	Environmental Impact Report	RFP	Request for Proposal
FAS	Federal Aid Secondary	RFQ	Request for Qualifications
FHWA	Federal Highway Administration	RHNA	Regional Housing Needs Allocation
FTA	Federal Transit Administration	RM2	Regional Measure 2 (Bridge Toll)
FY	Fiscal Year	RTEP	Regional Transit Expansion Program
GHG	Greenhouse Gas	RTIP	Regional Transportation Improvement Program
HBP	Highway Bridge Program	RTP	Regional Transportation Plan
HBRR	Highway Bridge Replacement and Rehabilitation Program	SAFE	Service Authority for Freeways and Expressways
HIP	Housing Incentive Program	SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users
HOT	High Occupancy Toll	SCS	Sustainable Community Strategy
HOV	High Occupancy Vehicle	SHOPP	State Highway Operation and Protection Program
HR3	High Risk Rural Roads	SR	State Route
HSIP	Highway Safety Improvement Program	SRTS	Safe Routes to School
HTF	Highway Trust Fund	SOV	Single-Occupant Vehicle
IFB	Invitation for Bid	STA	State Transit Assistance
ITIP	State Interregional Transportation Improvement Program	STIP	State Transportation Improvement Program
JARC	Job Access and Reverse Commute	STP	Surface Transportation Program
LIFT	Low-Income Flexible Transportation	TMC	Transportation Control measure
LOS	Level of Service		
MPO	Metropolitan Planning Organization		
MTC	Metropolitan Transportation Commission		

Glossary of Acronyms

TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TDM	Transportation Demand Management Transportation Demand Model
TE	Transportation Enhancement
TEA	Transportation Enhancement Activities
TEA 21	Transportation Equity Act for the 21 st Century
TFCA	Transportation Fund for Clean Air
TIP	Transportation Improvement Program
TLC	Transportation for Livable Communities
TMP	Traffic Management Plan
TMS	Transportation Management System
TOD	Transit-Oriented Development
TOS	Transportation Operations Systems
VHD	Vehicle hours of Delay
VMT	Vehicle Miles Traveled



June 20, 2012
NCTPA Agenda Item 8.1
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Janice Killion, NCTPA Legal Counsel
REPORT BY: Karrie Sanderlin, Program Manager-Human Resources, Civil Rights Compliance Officer, and Board Secretary
(707) 259-8633/ Email: ksanderlin@nctpa.net
SUBJECT: Ratification and Approval of Agreement No. 12-08 Employment Agreement for Agency Executive Director

RECOMMENDATION

That the Board approve and ratify Agreement No. NCTPA 12-02 (Attachment 1) with Catherine (Kate) Miller for services as the Agency Executive Director in an amount not to exceed one hundred fifty thousand dollars (\$150,000) annually plus employee benefits.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

At the May 29, 2012 meeting, the Board met in closed session and made a conditional appointment of Ms. Miller as the Agency Executive Director pending the completion of a background check.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The work provided through this agreement will cost the Agency one hundred fifty thousand dollars (\$150,000) annually plus employee benefits.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

Effective June 9, 2012, the position of Executive Director became vacant due to the retirement of Paul W. Price. On May 29, 2012, the Board conditionally appointed Catherine (Kate) Miller as Executive Director and authorized the Board Chair to sign an employment agreement subject to Board ratification.

SUPPORTING DOCUMENTS

Attachment: (1) NCTPA Agreement No. NCTPA 12-08 Employment Agreement
(Agency Executive Director)

**NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY
AGREEMENT NO. NCTPA 12-08**

**EMPLOYMENT AGREEMENT
(Agency Executive Director)**

THIS AGREEMENT is made and entered into as of this 18th day of June, 2012, by and between the Napa County Transportation and Planning Agency, a joint powers agency organized under the laws of the State of California pursuant to the Joint Powers Act (Government Code section 6500 et seq.), hereinafter referred to as “Employer”, and Catherine Miller whose mailing address is 723 Calmar Avenue, Oakland CA 94610, hereinafter referred to as “Employee”;

RECITALS

WHEREAS, the Board of Directors of the Napa County Transportation and Planning Agency (hereafter “Board”) desires to retain the services of Employee as the Agency Executive Director, as authorized by Section 6.2 of the Napa County Transportation and Planning Agency Joint Exercise of Powers Agreement; and

WHEREAS, Employee is willing to accept such position subject to the benefits and conditions of employment set forth below; and

WHEREAS, the Board has made conditional appointment of Employee as the Agency Executive Director pending the completion of a background check:

TERMS

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **Scope of Services.** The Employee hereby agrees to perform the functions and duties of the Agency Executive Director, overseeing the day-to-day operations of the Agency and being responsible for the executive implementation of the policies and directives of the Board. Employee shall also perform other legally permissible and proper duties and functions consistent with the office of the Agency Executive Director as the Board shall from time to time assign.

1.1 **Hours of Work.** It is recognized by the Parties that the duties of the Agency Executive Director require work outside of normal office hours and Employee agrees to devote such time as may be needed to carry out those duties and, further, to carry out those duties with the highest degree of professionalism possible.

1.2 **Outside Activities.** Employee shall not engage in any outside employment, as a consultant or otherwise, without the prior written approval of the Board. In no event shall any outside activity create a conflict of interest with the Employee’s duties as the Agency Executive Director or give rise to a reasonable perception of such a conflict.

1.3 Other Terms and Conditions of Employment. Employer shall have the right, by Resolution, to fix such other terms and conditions of employment relating to the duties, responsibilities and performance of Employee acting as the Agency Executive Director as may be appropriate provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or any other applicable law.

2. Term of the Agreement.

2.1 Indefinite Term. Employee's term of employment shall be indefinite, as prescribed by current law subject to the conditions contained herein. Nothing in this Employment Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in this Employment Agreement.

2.2 Salary and Benefits to Continue For Duration of Term. In the event a Notice of Termination is issued, all compensation, benefits and requirements of the Agreement shall remain in effect until the Termination Date specified in such Notice of Termination.

2.3 Termination Date. As used herein, the term "Termination Date" means the date on which Employee's employment by Employer terminates under any provision of this Agreement.

3. Compensation and Performance Review.

3.1 Salary. Employer agrees to pay Employee a salary of \$150,000 annually (the "Base Salary"), payable in equal installments at the same time as other Employees of the Employer are paid.

3.2 Performance Review.

3.2.1 Review of Performance. The Employer shall work with the Employee to create initial performance objectives and criteria. Review of Employee performance shall be conducted 6 months thereafter. At that initial performance review, Employer will review the current salary range and the 401k match, and make such revisions as it may, in its sole discretion, find to be in the best interests of the Agency. Thereafter, reviews of Employee performance shall take place as often as Employer deems appropriate but not less than once each calendar year. Employer shall advise Employee of the results of that review in writing not later than sixty (60) days following the conclusion of the review. Employer's review and evaluation shall be in accordance with specific criteria developed by Employer from time to time.

3.2.2 Amendments to Agreement. Following any performance evaluation, Employer may, in its sole discretion, increase Employee's compensation or modify other terms of employment by an amendment to this agreement.

3.3 Vacation, Sick Leave and Other Benefits.

3.3.1 In General. Employee shall be entitled to vacation accruals, sick leave benefits, and pension or health benefits as follows: Employee shall be entitled to the same vacation accruals, sick leave benefits, pension and health benefits that are approved by the NCTPA Board for other NCTPA management employees.

3.3.2 Expenses Relating to Professional Development. Employer agrees to pay a reasonable amount for the professional dues and subscriptions of Employee necessary for Employee's continued full participation in up to two (2) national, regional, state or local associations/organizations deemed necessary and desirable by Employee for the effective and professional performance of Employee's duties under this Agreement. Such participation shall require Employer's advance consent. Employer also agrees to pay the tuition and subsistence expenses of the Employee for courses, seminars or conferences deemed necessary or desirable by Employee for the effective and professional performance of Employee's duties under this Agreement, if prior approval is given by Employer for such expenses.

3.3.3 Travel and Related Expenses. Employee shall be entitled to a \$5,400 annual car allowance, payable in equal monthly installments. Other necessary travel and related expenses of Employee shall be reimbursed in accordance with Agency's adopted Travel Policy.

3.4 Relocation Expenses. If Employee moves to Napa County within 12 months after this agreement becomes effective, Employee shall be reimbursed for actual and necessary relocation expenses as defined and allowed for Internal Revenue Service purposes in an amount not to exceed \$5000. Employee shall provide an accounting of expenses for which reimbursement is sought. Acceptable documentation of expenses includes receipts, canceled checks and bills. Accounting must be submitted within sixty (60) days of either incurring or paying of any such expense.

3.5 Records. Employee shall keep receipts and accurate records of all expenses and charges claimed to be reimbursable under this Agreement, which records shall be suitable in form and content both for Employer's records and for Internal Revenue Service purposes.

3.6 Tax Withholding. All amounts of base salary and other compensation, if any, payable to Employee under this Agreement shall be reduced by any amounts that Employer is required to withhold with respect to such payments under the then applicable provisions of any state, federal or local income or other tax laws, regulations or statutes of a like nature, or any and all other state, federal or local laws of any kind or nature.

4. **Severance Pay.** Subject to the limit established by Government Code section 53260ⁱ, should separation occur due to termination or resignation in lieu of termination, the Executive Director shall receive a sum equal to his/her salary for six months. Such separation must occur for other than the following reasons: (a) death, (b) disability, (c) criminal malfeasance, (d) retirement, or (e) gross negligence or recklessness in the performance of his/her duties.

Prior to the delivery of severance pay, and as a condition of receipt of such severance, the Executive Director shall execute and deliver to NCTPA a release provided by Agency Counsel effective as of the date of separation, releasing the NCTPA Board, its officers, employees and agents from all claims the Executive Director may have against NCTPA, the Board, its officers, employees and agents, including, without limitation, claims arising out of alleged intentional acts

or other misconduct committed by Board members and claims arising under California or Federal law pertaining to equal employment opportunity, discrimination on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition. This subparagraph (c) shall not apply to Officers.

5. **Insurance to be Provided by Employee.** Employee shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Liability insurance. Employee shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Employee's employment of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(b) Certificates. All insurance coverages referenced in 4(a), above, shall be evidenced by one or more certificates of coverage or, with the consent of Authority's Risk Manager, demonstrated by other evidence of coverage acceptable to Authority's Risk Manager, which shall be filed by Employee with the Authority's Secretary prior to commencement of performance of any of Employee's duties; shall be kept current during the term of this Agreement; shall provide that Authority shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium

(c) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, Agency's Risk Manager, which approval shall not be denied unless the Agency's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Employee by this Agreement. At the option of and upon request by Agency's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects Agency, its officers, employees, agents and volunteers or Employee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

6. **Termination by Employer of At Will Status.** Employee is employed at the will of Employer and no express or implied promise has been made to Employee for any form of continued employment. Therefore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate Employee and this Agreement at any time, with or without cause, by delivery of written notice of such termination to Employee, such notice being given pursuant to Paragraph 14.15 of this Agreement.

7. **Termination by Employee.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time as the Agency Executive Director by delivery of written notice of such termination to Employer not less than thirty (30) days in advance of the Termination Date set forth in the notice, unless the parties otherwise agree in

writing. In such a case, Employer shall pay to Employee, in full and complete payment of compensation due to Employee under this Agreement, Employee's regular pay and accrued expenses through the Termination Date.

8. **Indemnification.** In addition to any requirements imposed by state and/or local law, Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action (collectively the "Claim"), whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as the Agency Executive Director, except to the extent caused by Employee's gross negligence, recklessness or intentional misconduct or caused by actions of Employee that were outside of the course and scope of Employee's employment as the Agency Executive Director. Employer shall have the right to select and employ counsel to defend the Employer and/or Employee as a result of the filing of any such Claim and to compromise and settle any such Claim and shall pay (directly or through insurance) the amount of any settlement or judgment rendered with respect to such Claim. Employee agrees to cooperate fully with the Employer in its efforts to defend against any such Claims as may be filed whether or not still employed by Employer.

9. **Bonding.** Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or administrative requirement. Employee shall complete all necessary applications and otherwise cooperate with Employer in applying for and obtaining such bond.

10. **Return of Property.** On the Termination Date, regardless of how or why this Agreement is terminated, or whenever otherwise reasonably requested by Employer, Employee shall immediately return to Employer any or all of Employer's property, tangible or intangible, real, personal or mixed, including, but not limited to, any such property that is in Employee's possession or under Employee's control or which is used, produced or created by Employee in rendering services under this Agreement or otherwise, all of which Employee hereby acknowledges and agrees is and shall be the property of Employer. Notwithstanding the above, Employee may retain a copy of a reasonable amount of work product personally created, but not work product created by the Agency's staff, for Employee's records and personal use in securing future employment with another employer. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by Employee while functioning as the Agency Executive Director shall be deemed a "work made for hire" for purposes of copyright or patent law and only Employer shall be entitled to claim or apply for the copyright or patent thereof.

11. **Conflict of Interest.** Employee acknowledges that he is aware of the provisions of Government Code sections 1090, et seq. and sections 1125 et seq. relating to conflicts of interest, interests in contracts, incompatible activities and financial conflicts of interest of public officers and employees. Employee further acknowledges that Employee is aware of the common law doctrine of incompatibility of offices. Employee hereby covenants that Employee presently has no interest that is known to Employee, or should be known to Employee, and which has not been disclosed to Employer. Employee further covenants that Employee shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of Employee's services hereunder, except to the extent the Employer may consent to in writing prior to the acquisition by Employee of such interest and such acquisition is permitted by law. Employee further warrants that Employee is unaware of any financial or

economic interest that any public officer, or employee of any public entity, may have in the execution of this Agreement. Employee agrees that if such financial interest does exist at the inception of this Agreement, Employer may terminate this Agreement immediately upon giving ten days written notice without further obligation by Employer to Employee under this Agreement. Employee further understands that engaging in activities violative of the above statutory or common law provisions will constitute a substantial and material breach in the terms and conditions of this Agreement.

12. **Statement of Economic Interest.** Employee acknowledges that Employee is aware of the provisions of Government Code sections 87100, et seq. Employee further acknowledges and understands that Employer has developed and approved a Conflict of Interest Code which will require Employee to file with the Elections Division of the Napa County Assessor-Clerk-Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest. Employee agrees to timely comply with all Statements of Economic Interest filing obligations required by California law and by Employer's Conflict of Interest Code during the duration of Employee's employment with the Napa County Transportation and Planning Agency.

13. **Non-Discrimination.** Employee agrees not to discriminate in the performance of Employee's functions and duties on the ground of, or because of, sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS) or any condition related thereto, or the use of family care leave. Employee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, Employee shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. Employee further understands that engaging in such discrimination will constitute a substantial and material breach in the terms and conditions of this Agreement.

14. **General Provisions.**

13.1 Employer Policies. To the extent not inconsistent with the Agreement, Employee acknowledges and agrees that he is bound by all of the Employer's employment policies as they may be adopted and/or modified by Employer from time to time in its sole discretion. In the event of an inconsistency between the Employer's employment policies as may be adopted and/or modified, and any provision of this Agreement, the terms of this Agreement shall control.

14.2 Binding Nature of Agreement; Assignment; 3rd Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns. Employee acknowledges that the services to be rendered by Employee pursuant to this Agreement are unique and personal. Accordingly, Employee may not assign or transfer any of Employee's rights or obligations under this Agreement without the prior written consent of Employer (which consent may be withheld by Employer in its sole discretion) and any purported assignment of Employee's rights or

obligations without such written consent shall be void and of no force or effect. Except as expressly provided in this Agreement, no other person or entity is intended to or shall have any rights or benefits under this Agreement, whether as third party beneficiaries or otherwise.

14.3 Amendment. Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both parties. Therefore, any purported oral agreement to amend any term of this Agreement must be reduced to writing before it can be given effect.

14.4 Governing Law; Choice of Forum. This Agreement is executed, delivered and will be performed in the State of California, and the substantive laws of the State of California (without reference to choice of law or conflicts of laws principles) shall govern its interpretation and enforcement. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court, and each of the parties irrevocably consents to jurisdiction and venue in such Court for such purposes. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration of any dispute arising under this Agreement.

14.5 Relationship Created. The relationship created by this Agreement shall be deemed and construed to be, and shall be, solely that of employer and employee and not of any other type or nature.

14.6 Attorneys' Fees. Should any proceeding or litigation be commenced between the parties concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees, to be determined by the court, and not by the jury.

14.7 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable, and this Agreement shall be reformed accordingly.

14.8 Further Assurances. Employee shall execute and deliver all other instruments and documents and shall take all other actions as Employer may reasonably request from time to time, before or after the execution of this Agreement, in order to effectuate the transactions provided for in this Agreement.

14.9 Construction. This Agreement is intended to express the intent of both Parties, and irrespective of the identity of the Party or counsel who prepared this Agreement or any draft of this Agreement, no rule of strict construction shall be applied against any Party. All words used in this Agreement are intended to refer to the appropriate number or gender, regardless of the number or gender stated. Employee acknowledges that she has been advised by Employer prior to execution of this Agreement to consult with legal counsel, should she feel the need to do so, regarding the meaning of the terms and conditions contained herein as the terms of this Agreement will not be construed to apply for or against her in the event of litigation due to the inclusion of this section in the Agreement.

14.10 Indulgences Not Waivers. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers or privileges with respect to any other occurrence.

14.11 Costs and Expenses. Each Party shall bear its own costs, including counsel fees and accounting fees, incurred in connection with the negotiation, drafting and consummation of this Agreement and all matters incident to this Agreement.

14.12 Headings. The captions or headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. The terms of the Agreement are set out in the text under the headings.

14.13 Recitals. The Recitals made and stated above are hereby incorporated by reference into, and made a part of, this Agreement.

14.14 Authority to Contract. Employee warrants that Employee is legally permitted and otherwise has the ability to enter into and perform this Agreement.

14.15 Notice. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Alternatively, any notice required or desired to be given may be personally served in the same manner as is applicable to civil judicial practice as of the date such notice is given. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Any notice personally served shall be deemed given as of the date of personal service. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

EMPLOYER
NCTPA Secretary
707 Randolph Street, Suite 100
Napa CA 94559-2912

EMPLOYEE
Catherine Miller
723 Calmar Avenue
Oakland CA 94610

Any Party may alter the address or addresses to which communications or copies are to be sent to such Party by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

14.16 Prior Approvals. Unless otherwise required by law or expressly stated in this Agreement, in any case where the prior approval of Employer is required to authorize the incurrence of a job-related expense by Employee, the written approval of the Chair of the Board of Directors shall constitute approval by Employer.

14.17 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supercedes all prior and contemporaneous agreements, understandings, inducements and conditions express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

15. **Counterparts**. This Agreement may be executed simultaneously in two (2) counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Chair, as duly authorized by the Board and on behalf of Board, has signed and executed this Agreement and Employee has signed and executed this Agreement, both in duplicate as of the date hereinabove first written.

By _____
CATHERINE MILLER
"EMPLOYEE"

NAPA COUNTY TRANSPORTATION AND
PLANNING AGENCY, a joint powers agency

By _____
KEITH CALDWELL
Chairman of the Board of the Directors
"EMPLOYER"

Attest: Agency Secretary

Approved as to Form

Karalyn E. Sanderlin

Janice D. Killion, Agency Counsel

ⁱ § 53260. Maximum cash settlement provisions in contracts of employment; Settlement on termination of contract of district superintendent of schools

(a) All contracts of employment between an employee and a local agency employer shall include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

(b) (1) Notwithstanding subdivision (a), if a local agency employer, including an administrator appointed by the Superintendent, terminates its contract of employment with its district superintendent of schools that local agency employer may not provide a cash or noncash settlement to its superintendent in an amount greater than the superintendent's monthly salary multiplied by zero to six if the local agency employer believes, and subsequently confirms, pursuant to an independent audit, that the superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. The amount of the cash settlement described in this paragraph shall be determined by an administrative law judge after a hearing.

(2) This subdivision applies only to a contract for employment negotiated on or after the effective date of the act that added this subdivision.

(c) The cash settlement formula described in subdivisions (a) and (b) are maximum ceiling on the amounts that may be paid by a local agency employer to an employee and is not a target or example of the amount of the cash settlement to be paid by a local agency employer to an employee in all contract termination cases.

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

Minutes

Wednesday, April 18, 2012

ITEMS

1. Call to Order

Vice Chair Gingles called the meeting to order at 1:30 p.m.

2. Pledge of Allegiance

Board Member and Mayor of Yountville John Dunbar let the salute to the flag.

3. Roll Call

Members Present:

Joan Bennett	City of American Canyon
Leon Garcia	City of American Canyon
Michael Dunsford	City of Calistoga
Jack Gingles	City of Calistoga
Jim Krider	City of Napa
Jill Techel	City of Napa
Bill Dodd	County of Napa
Del Britton	City of St. Helena
Margie Monte	Town of Yountville
Lewis Chilton	Town of Yountville

Members Absent:

Keith Caldwell	County of Napa
Peter White	City of St. Helena

Non-Voting Member Absent:

JoAnn Busenbark Paratransit Coordinating Council

4. Public Comment - None

5. Chairperson, Board Members' and Metropolitan Transportation Commission (MTC) Update

MSC - Motioned, Seconded, and Unanimously Carried

No reports given.

6. Directors Update

Paul W. Price, Executive Director

Reported that the California Transportation Commission (CTA) will hold their commission meeting in Napa in October.

Reported on the bus shelter replacement project.

7. Caltrans Update

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

8. CONSENT ITEMS (8.1 – 8.6)

At the request of Board Member Dunbar, Item 8.3 was pulled from Consent so that he and Board Member Mohler to abstain from voting.

MSC*GARCIA / BRITTON to APPROVE Consent items 8.1-8.2 and 8.4-8.6.

8.1 Approval of First Amendment to Napa County Agreement No. 7018 for Napa County Green Business Program

Board action approved an Amendment to Napa County Agreement No. 7018 between NCTPA and the County of Napa for the Napa County Green Business Program. This amendment will amend the current rate of the Green Business Coordinator from \$25.12/hour to \$33.63/hour and amend the scope of services to include all business types (including wineries). The maximum dollar amount of the Agreement has not been changed and remains up to \$20,000 dollars per year. This allots the Green Business Program Coordinator approximately 600 hours a year to work on the program.

8.2 Approval of Appointments to the Bicycle Advisory Committee (BAC)

Board action approved the appointments of Michael Costanzo and Brett Risley to the BAC to fill two vacancies for at large representatives from Napa County.

8.3 Approval of Purchase and Sale Agreement No. NCTPA 12-04 between the Napa County Transportation and Planning Agency (NCTPA) and the Town of Yountville

At the request of Board Member Dunbar, this item was pulled from consent so that he and Board Member Mohler could abstain from voting.

Board action approved the agreement for the purchase of the Yountville Park and Ride Lot property in an amount not to exceed \$150,000.

MS DODD / BENNETT to APPROVE with DUNBAR and MOHLER ABSTAINING (1) authorizing the Chair to execute a real estate purchase agreement, No NCTPA 12-04 with the Town of Yountville for the purchase of an approximate 6,000 square foot parcel of property for a Park and Ride (PNR) site located at the southeast corner of Solano Avenue and California Drive, south of California Drive and located between the railroad right of way and Solano Avenue in the Town of Yountville for \$150,000 and (2) execute all documents including the final real estate purchase contract and conveyance document(s) necessary to effectuate the land purchase.

8.4 Approval of Memorandum of Understanding (MOU) between the Napa County Transportation and Planning Agency (NCTPA) and the City of Calistoga

Board action approved a MOU with the City of Calistoga establishing the annual contribution for the operation of the Calistoga Shuttle. NCTPA will receive \$10,000 in revenue from the City of Calistoga.

8.5 Approval of Memorandum of Understanding (MOU) between the Napa County Transportation and Planning Agency and the Calistoga Tourism Business Improvement District (TBID)

Board action approved a MOU with the TBID establishing the annual contribution to for the operation of the Calistoga Shuttle. NCTPA will receive \$30,400 in revenue from the Calistoga Tourism Business Improvement District.

8.6 Calistoga Shuttle Fare Decrease

Board action approved lower the cash fare on the Calistoga Shuttle to \$1 effective May 1, 2012.

9. ADMINISTRATIVE ITEMS

9.1 Human Resources Update

Human Resources provided an update on (1) the Executive Director Recruitment process to date and (2) the extension of the Executive Director's last day in the office from March 30th to April 18th.

MSC* DODD / BENNETT to **APPROVE** the extension of the Executive Director's last day in the office from March 30th to April 18th.

10. PUBLIC HEARING

10.1 Public Hearing on the NCTPA FY 12/13 Budget, Approval of Resolution No. 12-12 Adopting the NCTPA FY 12/13 Budget, and Approval of Resolution No. 12-13 Authorizing the Filing with the Metropolitan Transportation Commission (MTC) for Allocation of Transit Development Act (TDA), State Transit Assistance (STA), and Regional Measure 2 (RM2) Funds)

Staff reviewed the FY 12/13 Budget. The first reading of the draft FY 12/13 budget was presented to the Board at their March meeting.

Vice Chair Gingles opened the Public Hearing at 1:48 p.m.

Being no Public Comment Vice Chair Gingles closed the Public hearing at 1:48 p.m.

MSC* DODD / GARCIA to

- (1) Approve Resolution No. 12-12 (Attachment 1) adopting the NCTPA FY 12/13 budget of:
\$2,986,300 in revenues and expenditures,
\$ 163,000 in depreciation expense
\$ 8,906,000 capital budget
\$23,055,300 TOTAL BUDGET
- (2) Authorize a total Transportation Development Act (TDA) claim in the amount of up to \$6,862,900 comprised of:
\$4,158,500 in TDA Articles 4, 4.5 and 8 for transit operations
\$ 746,300 in TDA Article 8 for administration and planning activities
\$1,958,100 in TDA Article 4 and 8 capital funds
\$ 996,900 in State Transit Assistance
\$7,859,800 TOTAL TDA FUNDS
- (3) Approve Resolution No. 12-13 (Attachment 2) authorizing the filing with the MTC for allocation of TDA, STA, and RM2 funds, and
- (4) Authorize the NCTPA Executive Director or designee to sign any claims, applications or agreements in order to move funds into the Agency or to Member Agencies.

10.2 Public Hearing on the Proposed VINE Transit Routes Service Redesign

Staff reviewed the proposed VINE Transit Route Service redesign for the City of Napa which will address concerns regarding bus frequency, on-time performance, provide more travel options to passengers and potentially splitting the Route 10 service into two overlapping routes. Further, staff recommended that the Board continue the Public Hearing to the May 16, 2012 when the item will be presented for Board approval.

Vice Chair Gingles opened the Public Hearing at 2:12 p.m.

Jack Wall, Chair of NCTPA's VINE Consumer Advisory Committee (VCAC), stated that the VCAC recommends and supports the proposed service changes to the VINE Transit system.

Genji Schmeder, VINE Consumer Advisory Committee (VCAC) member, also stated that the VCAC recommends and supports the proposed service changes to the VINE Transit system.

Being no further Public Comment, Vice Chair Gingles announced that the Public Hearing would continue to the May 16, 2012.

11. REGULAR AGENDA ITEMS

11.1 Approval to Enter into the Subregional Delegation Agreement for the Napa County Subregion

Board action authorized the Executive Director or designee to enter into the Delegation Agreement on behalf of the Napa County Subregion.

MSC* GARCIA / DUNSFORD to APPROVE authorizing the NCTPA Executive Director or his designee to enter into the Memorandum of Understanding (MOU) Delegation of SubRHNA Responsibilities to the Napa County Subregion on behalf of the Napa County Subregion.

11.2 Approval of Resolution No. 12-10 Supporting Assembly Constitutional Amendment (ACA) 23

Currently, transportation measures going before the voters require a 2/3 voter approval before the measure can be enacted. ACA 23 would amend that requirement to a voter approval of 55% in favor to be enacted for transportation measures.

MSC* BENNETT / DUNSFORD to APPROVE (1) Resolution No. 12-10 supporting ACA 23 and (2) authorizing the Chair to send a letter of support for ACA 23 (Perea).

11.3 Surface Transportation Program (STP) and Congestion Mitigation & Air Quality Improvement Program (CMAQ) Allocation Policy

Staff provided a revised policy on the allocation of STP/CMAQ funds in Napa County as follows:

It shall be the policy of NCTPA that an amount equivalent to 6.67% of the funds generated by NVTB Ordinance 2012-01, be set aside from all Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds, and shall be allocated to Napa county jurisdictions for Class I multiuse path projects within the Cities, Town and County of Napa.

This policy will go into effect at such time as the Napa Countywide Road Maintenance Act becomes operative (currently projected to be July 2018 if the measure is approved by voters in November 2012).

MSC* DODD / DUNSFORD to **APPROVE** adopting a policy on the allocation of Federal Surface Transportation Plan (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds.

12. INTERJURISDICTIONAL ISSUES FORUM

12.1 Interjurisdictional Issues Discussion Forum and Information Exchange

No Reports Given

13. CLOSED SESSION

Janice Killion, NCTPA Legal Counsel, announced that the Board would be adjourning to closed session for one item as noted in the agenda (Public Employee Performance Evaluation (Government Code Section 54957 Title: Executive Director)

Adjourned to Closed Session at 2:52 p.m.

13.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Executive Director

Adjourned to Open Session at 3:20 p.m.

Janice Killion, NCTPA Legal Counsel, reported that there was no reportable action taken during closes session.

14. ADJOURNMENT

14.1 Approval of Meeting Date of May 16, 2012 and Adjournment

The next regular meeting will be held Wednesday May 16, 2012 at 1:30 p.m.

The meeting was adjourned by Vice Chair Gingles at 3:20 p.m.

Karalyn E. Sanderlin, NCTPA Board Secretary

DRAFT

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

MINUTES

Wednesday, May 16, 2012

ITEMS

1. Call to Order

Chair Caldwell called the meeting to order at 1:40 p.m.

2. Pledge of Allegiance

The Pledge of Allegiance was recited at the preceding Napa Valley Transportation Authority meeting.

3. Roll Call

Members Present:

Leon Garcia	City of American Canyon
Michael Dunsford	City of Calistoga
Jack Gingles	City of Calistoga
Jim Krider	City of Napa
Jill Techer	City of Napa
Keith Caldwell	County of Napa
Bill Dodd	County of Napa
Del Britton	City of St. Helena
Peter White	City of St. Helena
Margie Mohler	Town of Yountville
Lewis Chilton	Town of Yountville

Members Absent:

Joan Bennett	City of American Canyon
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Non-Voting Member Present:

JoAnn Busenbark	Paratransit Coordinating Council
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4. Public Comment – None

5. Chairperson, Board Members' and Metropolitan Transportation Commission (MTC) Update

MSC - Motioned, Seconded, and Unanimously Carried

MTC Commission Update

Board Member Bill Dodd

Reported on MTC activities to date.

6. Directors Update

Paul W. Price, Executive Director

Provided an update on the Soscol Gateway Transit Center project

Provided an update on the Jameson Canyon Project

7. Caltrans Update

No oral report given, provided for review was the May 2012 Caltrans Reporting Memo.

8. PRESENTATION

8.1 Presentation by the Metropolitan Transportation Commission (MTC) on the Clipper Card

Edward Meng, Consultant for MTC Clipper Card, provided a brief presentation on the implementation of the Clipper Card in Napa County.

9. CONSENT ITEMS (9.1 – 9.14)

Item 9.10 was pulled from Consent and will be brought back for Board review/approval at a future date.

MSC* GINGLES / DUNSFORD to APPROVE Consent Items 9.1-9.9 and 9.11-9.14

9.1 Approval of Meeting Minutes of February 15, 2012 and March 21, 2012

Board action approved the meeting minutes of February 15, 2012 and March 21, 2012.

9.2 Approval of Resolution No. 12-11 Authorization to Execute a Master Agreement and Program Supplements with the California Department of Transportation (Caltrans) for State-Funded Transit Projects

Board action authorized the execution of a Master Agreement with Caltrans for state-funded transit projects.

9.3 Lifeline Transportation Program List

Board action approved (1) Resolution No. 12-14 authorizing the execution of the projects under the Lifeline Transportation Program and (2) Resolution No. 12-15 authorizing the filing of an application for Federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) Funding and committing the necessary non-federal match and stating the assurance to complete the project.

9.4 NCTPA Policies, Practices, and Procedures: Sub-Recipient Monitoring Policy

Board action adopted the NCTPA Policies, Practices, and Procedures: Sub-recipient Monitoring Policy.

9.5 Sub-recipient Funding Agreement with California Vanpool Authority (CalVans)

Board action approved a sub-recipient funding agreement with CalVans.

9.6 Request to Substitute Subcontractor

Board action approved the substitution of the landscape subcontractor for the School Gateway Transit Center project.

9.7 Transportation Development Act Article 3 (TDA-3) Projects for FY 11-12

Board action approved Resolution No. 12-16 & Resolution No. 12-17 applying for \$361,000 in TDA-3 funds for FY 11/12.

9.8 Approval of Amended Disadvantage Business Enterprise (DBE) Program

Board action approved an amendment to the NCTPA DBE program which adds the required Small Business Participation element, Section 26.39, to the existing program.

9.9 Supplemental Work Authorization No 4 to Work Authorization No. 1 NCTPA Agreement No. 10-23P001 with Mark Thomas and Company, Inc. for Work Associated with On-Call Engineering and Project Delivery Services

Board action approved a supplemental work authorization with Mark Thomas and Company Inc. for the redesign of the Ticket Sales Office in the amount of \$6,579.00, raising the total value of contract No. 10-23P001 to \$840,276.00.

9.10 Approval of Memorandum of Understanding (MOU) with the City of Napa

Item 9.10 was pull from Consent and will be brought back for Board review/approval at a future date.

9.11 Letter of No Prejudice (LONP) from Caltrans to Purchase Public Transit Vehicles

Board action approved Resolution No. 12-18 authorizing the Executive Director to submit a request to Caltrans for the issuance of a Letter of No prejudice to proceed with the purchase of public transit vehicles through the Public Transportation Modernization, Improvement, and Service Enhancement (PTMISE) Account Bond Program.

9.12 VINE/VINE Go Transit Services Ridership Report

Information Only / No Action Taken

Staff provided the Board with transit services ridership data.

9.13 Approval of Resolution No. 12-19 Authorizing FY 12/13 Blanket Purchase Agreements (BPA's) for Planning and Transit Services

Board action approved the FY 12/13 BPA's in an amount not to exceed \$1,687,900.

9.14 Award of Contract for Website Redesign and Maintenance Services

Board action approved a Professional Services Contract with Fluid NRG, Inc. for website redesign, development, implementation and maintenance services at an amount not to exceed \$83,318.

10. PUBLIC HEARING

10.1 Continuation of Public Hearing on Napa Transit Routes Service Redesign

Chair Caldwell announced the continuation of the Public Hearing on the proposed VINE Transit Routes Service enhancements for the City of Napa. Further, Chair Caldwell announced receiving a letter from the Healthy Aging Population Initiative (HHAPI) coalition expressing their support for the proposed VINE Transit Routes Service Redesign.

Being no further Public Comment, Chair Caldwell closed the Public Hearing at 2:03 p.m.

MSC* TECHEL / DODD to APPROVE the recommended service design changes for local bus routes in the City of Napa and the reconfiguration of Route 10.

10.2 Public Hearing on the Potential Discontinuation of VINE Route 20

Chair Caldwell opened the Public Hearing at 2:05 p.m.

Staff reported that the VINE Route 20 is a limited service commuter route that was established in May 2011 in response to a request from a local flight training school that indicated if the route were established it could anticipate significant ridership justifying its creation. With the closure of the flight training school, ridership has diminished from over 900 riders a month to approximately 1 rider a day.

Being no Public Comment Chair Caldwell closed the Public Hearing at 2:06 p.m.

MSC* GINGLES / GARCIA to APPROVE discontinuing the VINE Route 20 service effective June 1, 2012.

10.3 Public Hearing on and Adoption of Napa Countywide Bicycle Plan and California Environmental Quality Act (CEQA) Document

Chair Caldwell opened the Public Hearing at 2:08 p.m.

Staff reviewed the Countywide Bicycle Plan environmental document – Initial Study/Mitigated Negative Declaration (IS/MND).

Mike Costanzo, Napa County Bicycle Coalition, spoke in support of the Napa Countywide bicycle Plan and urged the Board to adopt the plan.

Being no further Public Comment, Chair Caldwell closed the Public Hearing at 2:15 p.m.

MSC* BRITTON / GARCIA to APPROVE (1) Resolution No. 12-20 adopting the new Countywide Bicycle Plan environmental document – Initial Study/Mitigated Negative Declaration (IS/MND); and (2) directing staff to circulate a Notice of Decision; and (3) adopting the Countywide Bicycle Plan as the NCTPA bicycle policy.

10.4 Public Hearing Public Hearing and Approval of Resolution No. 12-21 Authorizing the Application for Federal Transit Administration (FTA) Section 5311(f) (49 U.S.C. Section 5311(f)) with California Department of Transportation

Chair Caldwell opened the Public Hearing at 2:16 p.m.

Resolution No. 12-21 will authorize the agency to submit a grant application for FTA Section 5311(f) funds in the amount of \$300,000 towards the operating costs of a new intercity bus service linking Napa and Suisun City via Fairfield.

Being no Public Comment, Chair Caldwell closed the Public Hearing at 2:23 p.m.

MSC* DODD / GINGLES to APPROVE Resolution No. 12-21 authorizing the agency to submit a grant application for FTA funds in the amount of \$300,000 towards the partial operating costs of a new commuter express service linking Napa and Suisun City.

11. REGULAR AGENDA ITEMS

11.1 Napa Subregion Sustainable Communities Strategy (SCS) and Regional Housing Needs Allocation (RHNA) Draft Methodology

Board action approved the subregional draft methodology for public comment and review.

MSC* GINGLES / TEHCEL to APPROVE as representing the Napa Subregion, the Napa Subregion Sustainable Communities Strategy and Regional Housing Needs Allocation Draft Methodology for public comment and review.

11.2 Alternate Representative to the Board of Directors of the California Vanpool Authority (CalVans)

Board action appointed the Executive Director or his/her designee as the alternate representative to the CalVans Board of Directors replacing Paul W. Price upon his retirement.

MSC* KRIDER / WHITE to APPROVE the NCTPA Executive Director or his/her designee as the alternate representative to the CalVans Board of Directors.

11.3 Board Action to Oppose Senate Bill 1149 (DeSaulnier) – Bay Area Regional Commission

Board action authorized the NCTPA Chair to submit a letter in opposition to SB 1149.

MSC* KRIDER / WHITE to APPROVE (1) opposing SB 1149 (DeSaulnier), (2) authorizing the Chair to send a letter of opposition to SB 1149 and (3) recommending that each jurisdiction take action to oppose SB 1149.

12. INTERJURISDICTIONAL ISSUES FORUM

12.1 Interjurisdictional Issues Discussion Forum and Information Exchange

No Reports Given

13. ADJOURNMENT

13.1 Approval of Meeting Date of June 20, 2012 and Adjournment

The next regular meeting will be held Wednesday June 20, 2012 at 1:30 p.m.

The meeting was adjourned by Chair Caldwell at 2:50 p.m.

Karalyn E. Sanderlin, NCTPA Board Secretary

DRAFT

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

******* SPECIAL MEETING *******

MINUTES

Wednesday, May 16, 2012

ITEMS

1. Call to Order

Chair Caldwell called the meeting to order at 10:35 a.m.

2. Pledge of Allegiance

Chair Caldwell led the salute to the flag.

3. Roll Call

Members Present:

Leon Garcia	City of American Canyon
Michael Dunstford	City of Calistoga
Jack Gingles	City of Calistoga
Jim Krider	City of Napa
Jill Techel	City of Napa
Keith Caldwell	County of Napa
Bill Debb	County of Napa
Peter White	City of St. Helena
Margie Mohler	Town of Yountville
Lewis Chilton	Town of Yountville

Members Absent:

Joan Bennett	City of American Canyon
Del Britton	City of St. Helena

Non-Voting Member Present:

JoAnn Busenbark	Paratransit Coordinating Council
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4. Public Comment - None

5. CLOSED SESSION

Chair Caldwell, announced that the Board would be adjourning to closed session for one item as noted on the agenda (Public Employee Appointment (Government Code Section 54957 Title: Executive Director)

Adjourned to Closed Session at 10:36 a.m.

5.1 PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957)

Title: Executive Director

Adjourned to Open Session at 1:30 p.m.

Chair Caldwell reported that there was no reportable action taken during closes session.

6. ADJOURNMENT

6.1 Adjournment

The meeting was adjourned by Chair Caldwell at 1:30 p.m.

Karalyn E. Sanderlin NCTPA Board Secretary

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

******* SPECIAL MEETING *******

MINUTES

Tuesday May 29, 2012

ITEMS

1. Call to Order

Chair Caldwell called the meeting to order at 11:50 a.m.

2. Pledge of Allegiance

Janice Killion led the salute to the flag.

3. Roll Call

Members Present:

Michael Dunstford	City of Calistoga
Jack Gingles	City of Calistoga
Jill Teche	City of Napa
Keith Caldwell	County of Napa
Bill Dodd	County of Napa
Dee Britton	City of St. Helena
Peter White	City of St. Helena
Margie Mohr	Town of Yountville
Lewis Chilton	Town of Yountville

Members Absent:

Joan Bennett	City of American Canyon
Leon Garcia	City of American Canyon
Jim Krider	City of Napa

Non-Voting Member Absent:

JoAnn Busenbark	Paratransit Coordinating Council
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4. Public Comment - None

5. CLOSED SESSION

Chair Caldwell, announced that the Board would be adjourning to closed session for one item as noted on the agenda (Public Employee Appointment (Government Code Section 54957 Title: Executive Director))

Adjourned to Closed Session at 11:51 a.m.

5.1 PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957)

Title: Executive Director

Adjourned to Open Session at 12:30 p.m.

Chair Caldwell reported that there was no reportable action taken during closes session.

6. ADJOURNMENT

6.1 Adjournment

The meeting was adjourned by Chair Caldwell at 12:15 p.m.

Karalyn E. Sanderlin NCTPA Board Secretary



June 20, 2012
NCTPA Agenda Item 9.2
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Karrie Sanderlin, Program Manager-Human Resources, Civil Rights Compliance Officer, and Board Secretary
(707) 259-8633/ Email: ksanderlin@nctpa.net
SUBJECT: Annual Election of Chair and Vice Chair

RECOMMENDATION

That the NCTPA Board approve the second of a two year term for Chair Keith Caldwell and Vice Chair Jack Gingles.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The second term for Chair and Vice Chair would begin July of this year and be completed in June 2013. Under Board bylaws a nominating subcommittee for the next Chair and Vice Chair would be appointed in May 2013.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in

either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

NCTPA bylaws, which were adopted in July 1998, require an annual election of Chair and Vice Chair at the annual meeting. The annual meeting is held in July of each year. The Chair and Vice Chair hold office for one year or until their successor's have been appointed.

In June of 2000 a subcommittee of the Board recommended, and the Board adopted, a policy that allows a two-year term for the Chair and Vice Chair with an annual vote of approval by the Board.

SUPPORTING DOCUMENTS

None.



June 20, 2012
NCTPA Agenda Item 9.3
Continued From: New
Action Requested: **APPROVE**

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Eliot Hurwitz, Program Manager - Planning
(707) 259-8782 / Email: ehurwitz@nctpa.net
SUBJECT: Approval of Resolution No. 12-22 Authorizing the Execution of the Metropolitan Transportation Commission (MTC) Programming and Planning Agreement

RECOMMENDATION

That the NCTPA Board approve Resolution No. 12-22 (Attachment 1) and authorize the Chairman or designee to sign the Agreement (Attachment 2) which describes the terms under which NCTPA will accept planning funds from MTC.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The Metropolitan Transportation Commissions allocates transportation planning and administrative funds to agencies in each Bay Area County that solicit, allocate, administer and monitor federal and state transportation funds. The current agreement, covering the three year period of FY 2009-10 through FY 2011-12 expires on June 30 2012. The new agreement will cover a four year period from FY 2012-13 through FY 2015-16. The total amount for these four years will be \$2,673,000. The Agreement obligates NTPA to fulfill an extensive program of planning, management and reporting.

PROCEDURAL REQUIREMENTS

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

FINANCIAL IMPACT

Is there a fiscal impact? Yes. Approval will qualify the Agency to receive \$2,673,000 in federal funds and obligate the Agency to program \$346,315 in other, non-federal matching funds.

Consequences if not approved: Funding for NCTPA planning activities will not be available if the new agreement is not executed in a timely fashion. Funding eligibility by local jurisdictions may be jeopardized. Application for new federal and state funded projects will not be processed.

ENVIRONMENTAL DETERMINATION

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

The main objectives of this agreement are to provide resources to NCTPA for planning, programming and monitoring of the next major cycle of federal transportation funding. This includes the new "One Bay Area Grant" (OBAG) program and the development of a "Priority Development Area" (PDA) Growth Strategy plan within the county. These activities will include (full description contained in the attached scope of work):

- development and implementation of a Complete Streets program
- establishment of a land use and travel forecasting process
- planning, programming, monitoring and project delivery for the Lifeline Transportation and the Community Based Transportation Planning programs
- assisting in the development of the Regional Transportation Plan / Sustainable Communities Strategy
- bringing our local jurisdictions and the public into the process of planning for the future of our transportation system and the communities it serves
- assisting our local jurisdictions to deliver effective projects and meet important project delivery deadlines, including FHWA, Caltrans, CTC and MTC deadlines and to program projects in the federal TIP
- supporting the implementation of regional customer service projects, including Clipper, 511 Traveler Information and the Regional Rideshare Program
- assisting in the development and implementation of regional, countywide and local actions to address the goals and targets established in SB 375 and AB 32
- soliciting input from the full range of transportation stakeholders, including local jurisdictions, transit operators and users, bicycle and pedestrian interests, and community organizations and members

- serving as a facilitator and liaison for county, city, and transit interests, and as a conduit for MTC for work with local jurisdictions
- participating in Bay Area-wide committees, and working groups
- assisting MTC in evaluating, implementing and disseminating technical planning tools
- assist in the development of regionally sponsored transportation oriented legislation and the development of advocacy positions on proposed legislation

SUPPORTING DOCUMENTS

Attachments: (1) NCTPA Resolution 12-22
(2) Interagency Agreement between the MTC and NCTPA

RESOLUTION No. 12-22

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)
AUTHORIZING THE EXECUTION OF THE
METROPOLITAN TRANSPORTATION COMMISSION (MTC)
PLANNING AND PROGRAMMING AGREEMENT**

WHEREAS, the Napa County Transportation and Planning Agency is eligible to receive transportation planning funds through the Metropolitan Transportation Commission; and

WHEREAS, the Napa County Transportation and Planning Agency solicits, allocates and monitors federal and state planning funds to local jurisdictions; and

WHEREAS, The Napa County Transportation and Planning Agency wishes to delegate the authorization to execute this agreement and any amendments thereto to the NCTPA Board Chair or his/her designee.

NOW THEREFORE BE IT RESOLVED that the Board Chair or his designee is authorized to submit or request all necessary information to or from MTC on behalf of the NCTPA, and to execute the Interagency Agreement for Planning and Programming and expend these funds as directed by the NCTPA Board.

Passed and adopted this 20th day of June, 2012.

Keith Caldwell, NCTPA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

Janice Killion, NCTPA Legal Counsel

INTERAGENCY AGREEMENT

BETWEEN THE METROPOLITAN TRANSPORTATION COMMISSION

AND

NAPA COUNTY

TRANSPORTATION and PLANNING AGENCY

PLANNING AND PROGRAMMING

FOR

FISCAL YEARS 2012-2013, 2013-2014, 2014-2015 and 2015-2016

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DRAFT

INTERAGENCY AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
For TRANSPORTATION PLANNING and PROGRAMMING

This Agreement, effective as of July 1, 2012, is entered into by and between the Metropolitan Transportation Commission (hereafter "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and the Napa County Transportation and Planning Agency (hereafter "AGENCY").

WITNESSETH

WHEREAS, MTC has been designated as the Metropolitan Planning Organization (MPO - federal) and the Regional Transportation Planning Agency (RTPA - state) for the San Francisco Bay Region; and

WHEREAS, as detailed in MTC Res.4035, MTC has made preliminary estimates of revenues and eligibility of revenue categories for federal funds; and

WHEREAS, it is expected that these funds will be eligible for planning and programming activities; and

WHEREAS, MTC is expected to be an eligible recipient of federal STP funds for the San Francisco Bay Region; and to be allowed to allocate federal STP funds to AGENCY to assist local transportation planning projects which are necessary components of the urban transportation planning process; and

WHEREAS, the parties wish to set forth the terms and conditions, funding, and scope of work for implementing the MTC/AGENCY joint transportation planning program for the period from July 1, 2012 to June 30, 2016.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 GENERAL

AGENCY assumes the responsibility for certain planning and programming activities, work tasks and products that support MTC's FYs 2012-2013 Overall Work Program (OWP). MTC will administer the pass-through of STP funds from the U.S. Department of Transportation (DOT) to AGENCY in accordance with this Agreement, with the OWP, and with the federal regulations regarding the transportation planning process.

2.0 INTERAGENCY AGREEMENT ADMINISTRATION

The administration of this Agreement will be conducted by MTC staff. Day-to-day management of individual projects required under this Agreement is assigned to the appropriate Program Manager at AGENCY and Project Manager at MTC, as follows:

To MTC:

Attention: Valerie Knepper
Metropolitan Transportation Commission
101 - 8th Street
Oakland, CA 94607-4700
Email: vknepper@mtc.ca.gov
Fax: 510.817-5848

To AGENCY:

Attention: Keith Caldwell, Board Chairman
Napa County Transportation and Planning Agency
707 Randolph St.
Napa, CA 94559
Email: Keith.Caldwell@countyofnapa.org
Fax: 707-259-8638

3.0 FUNDING

A. AGENCY and MTC agree that, pursuant to this Agreement, MTC shall allocate to AGENCY a total of two million six hundred seventy-three thousand dollars (\$2,673,000) in federal STP funds assigned in Fiscal Year 2013, Fiscal Year 2014, Fiscal Year 2015 and Fiscal Year 2016 as per Attachment B, Budget attached hereto and incorporated herein by this reference.

B. STP funding from DOT shall be contingent upon approval by the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) of MTC's OWP and Transportation Improvement Program. Should DOT amend the OWP after the effective date of this Agreement to reduce the amount of available STP funds, MTC will reduce AGENCY's share of STP funds proportionately and shall, after consultation with the AGENCY, amend the Scope of Work as necessary to reflect the reduced level of funding.

C. AGENCY shall provide non-federal matching funds of 11.47 percent of the total project cost.

D. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid AGENCY under this Agreement exceed the sum of two million six hundred seventy-three thousand dollars (\$2,673,000).

4.0 SCOPE OF WORK AND BUDGET

In consideration of the funding detailed herein, AGENCY shall complete the work tasks and products as set forth in Attachment A, Scope of Work, MTC/CMA Planning and Programming Agreement attached hereto and incorporated herein by this reference. Compliance with federal and state financial reporting requirements shall be AGENCY's responsibility.

Subject to annual federal appropriations, MTC agrees to pay AGENCY up to six hundred thirty-nine thousand dollars (\$639,000) in FY 2012-2013, six hundred fifty-eight thousand dollars (\$658,000) in FY 2013-2014, six hundred seventy-eight thousand dollars (\$678,000) in FY 2014-2015, and six hundred ninety-eight thousand dollars (\$698,000) in FY 2015-2016 as set out in Attachment B, Budget, for the planning and programming activities described under the Scopes of Work (Attachment A) to this Agreement.

The AGENCY shall not incur expenses of federal STP funds until after the issuance of a Notice to Proceed (NTP) by MTC. A NTP will be issued for each fiscal year, issuance of which is subject to MTC's receipt of federal funding.

5.0 TERM

This Agreement is in effect from July 1, 2012 to June 30, 2016. This Agreement term may be extended by mutual agreement. All funds shall be expended by August 30, 2017 unless it is mutually agreed to extend the time period. AGENCY will have two (2) years to expend each fiscal year allocation or funds may be subject to re-assignment by MTC.

6.0 METHOD OF PAYMENT

Eligible costs shall be those set forth in the Office of Management and Budget (OMB) Circular No. A-87, Revised, "Cost Principles Applicable for State, Local and Indian Tribal Governments."

A. Contingent upon AGENCY's satisfactory completion of work products required under Article 7(a) and 7 (b), AGENCY shall submit quarterly invoices to MTC for that portion of the funds available to AGENCY that have been expended. This invoice will be in the format prescribed by MTC, which is included as Attachment C, Invoice Format, attached hereto and incorporated herein by this reference. In addition, all supporting documentation must accompany expenditures included on agency invoices. Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager or a designated representative. Approval of an invoice shall not be unreasonably withheld. AGENCY should deliver or mail invoices to MTC, as follows:

Accounts Payable
Metropolitan Transportation Commission
101 8th Street
Oakland, CA, 94607-4700

B. Any withholding of payment by MTC, per Article 8.0 of this Agreement, may be applied to subsequent invoices.

C. Notwithstanding any provisions to the contrary, the final payment for the fiscal year shall not be made until MTC has determined that all work tasks have been completed and all deliverable reports and products have been received as required in the Scopes of Work described in Attachment A. If MTC determines that tasks have not been completed or work products have not been received, it shall notify AGENCY of its findings in a prompt manner but no later than thirty (30) days of such determination.

7.0 REPORTS AND PRODUCTS DELIVERABLE

A. Progress Reports: No later than 45 days following the end of each quarter, AGENCY shall submit narrative progress reports to MTC, in the format included as Attachment D, Narrative Progress Report, attached hereto and incorporated herein by this reference.

B. Products Deliverable: AGENCY agrees to develop work products as described under the Scope of Work contained in Attachment A. Three (3) copies of each such product shall be included as part of the quarterly report in the quarter such product is due, if not previously delivered to MTC.

C. Identification and Ownership of Documents: All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed through a grant from the U.S. Department of Transportation and the Federal Highway Administration. Content of this report does not necessarily reflect the official views or policy of the U.S. Department of Transportation."

MTC and the federal funding agencies shall have the right to reproduce, publish or otherwise use, and authorize others to use, the information developed from federally funded projects.

8.0 DELAYS AND FAILURE TO PERFORM

Whenever AGENCY encounters any difficulty that will delay timely performance of work, AGENCY shall notify MTC in writing. AGENCY agrees to cooperate with MTC to work out a mutually satisfactory course of action.

If MTC determines that (a) AGENCY's failure to complete a product on a timely basis is due to causes solely within AGENCY's control; and/or (b) AGENCY has failed to consider MTC recommendations aimed at facilitating progress toward that product, MTC may impose such sanctions as it may determine appropriate. Sanctions may include withholding of commensurate payment due under this Agreement until compliance is achieved.

9.0 AMENDMENTS

This Agreement may be amended by mutual agreement of MTC and AGENCY at any time during the term of the Agreement. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule.

Any services added to the Scope of Work of this Agreement by an amendment shall be subject to all applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

10.0 TERMINATION

Either party may terminate this Agreement, in whole or in part, at any time upon ninety (90) days written notice. In this event, AGENCY shall submit a requisition to MTC for an amount representing the actual cost of services performed to the effective date of termination for which AGENCY has not been previously reimbursed. In no event shall the maximum expenditure allowed under this Agreement be exceeded. Upon payment of the amount found due, MTC shall be under no further obligation to AGENCY, monetarily or otherwise.

11.0 USE OF THIRD PARTY CONTRACTS

AGENCY may subcontract or subvene funds to local agencies for performance of portions of the work required under this Agreement, with the prior written consent of MTC. AGENCY agrees to provide MTC with copies of all subcontracts or amendments to subcontracts exceeding \$25,000 after their execution. MTC reserves the right to review subcontracts or amendments to subcontracts, prior to their execution. All subcontracts must be in accordance with 49 Code of Federal Regulations Part 18, MTC's funding agreement with DOT and any regulations, guidelines and circulars of DOT, applicable as a result of such funding agreement. Further, all subconsultants shall agree to comply with 48 Code of Federal Regulations, Chapter 1, Part 31. MTC agrees to provide to AGENCY a copy of its funding agreement with DOT upon request.

AGENCY will include the provisions of this Agreement, as applicable, in any subagreement exceeding \$25,000, including procurement of materials and leases of equipment. AGENCY will take such action with respect to any subagreement or procurement agreement as

MTC or agency of DOT may direct as a means of enforcing such provisions, including sanction for noncompliance.

12.0 RECORDS AND AUDITS

A. Records. AGENCY agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. AGENCY further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years from submission of final expenditure report; four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer. Copies of AGENCY's audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

B. Audits. AGENCY further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that MTC, or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above. The term "subcontract" as used in this clause excludes agreements not exceeding \$25,000.

AGENCY agrees to grant MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives access to the AGENCY's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Section A, above. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. If, as a result of any audit, it is determined by the auditor that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the AGENCY agrees to reimburse MTC for those costs within sixty (60) days of written notification by MTC.

AGENCY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subcontractor agrees that MTC the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above.

C. Travel and Subsistence Costs. Reimbursement of AGENCY travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e., non-represented employees).

13.0 EQUAL EMPLOYMENT OPPORTUNITY

In the performance of services under this Agreement, AGENCY shall not discriminate or permit discrimination against any persons or group of persons on the grounds of race, religious creed, color, national origin, age, ancestry, physical disability, medical condition, marital status or sex, in any manner prohibited by federal, state or local laws. AGENCY will comply with all applicable provisions of Executive Order 11246 as amended by Executive Order 11375 and as supplemented by Department of Labor regulations.

14.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

It is the policy of MTC and DOT to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 CFR Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities. In connection with the performance of this Agreement, AGENCY will cooperate with MTC in meeting these commitments and objectives.

AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. AGENCY shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of the contract, which may result in the termination of this Agreement or such other remedy as MTC deems appropriate.

15.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the DOT issued thereunder (49 C.F.R. Part 21), which are incorporated herein by reference.

16.0 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

AGENCY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

17.0 STATE ENERGY CONSERVATION PLAN

AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

18.0 DEBARMENT

AGENCY certifies that neither it, nor any of its subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

19.0 CLEAN AIR AND WATER POLLUTION ACTS

AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

20.0 LOBBYING

AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

21.0 INTEREST OF PUBLIC OFFICIALS

Persons on the governing boards of any member jurisdiction of AGENCY, or on the governing board of the AGENCY may not, during their tenure, have any interest, direct or indirect, in this Agreement or the proceeds therefrom.

22.0 INDEMNIFICATION

AGENCY shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AGENCY, its officers, employees or agents, or subcontractors or any of them in connection with this Agreement.

23.0 LAWS AND REGULATIONS

AGENCY shall comply with any and all laws, statutes, ordinance, rules, regulations or requirements of the federal, state or local government, and of any agency thereof, which relate to or in any manner affect the performance of this Agreement. Title 49 Code of Federal Regulations Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and MTC's funding agreement with DOT are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise

provided herein. Those requirements imposed upon MTC as "Recipient" are hereby, in turn, imposed upon AGENCY, and those rights reserved by DOT are hereby reserved by MTC.

In addition to the foregoing, AGENCY agrees to comply with the provisions contained in Attachments E, Fair Employment Practices Addendum, and F, Nondiscrimination Assurances, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**METROPOLITAN TRANSPORTATION
COMMISSION**

**NAPA COUNTY TRANSPORTATION
and PLANNING AGENCY**

Ann Flemer, Deputy Director, Policy

Keith Caldwell, Chairman of the Board

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ATTACHMENT A

SCOPE OF WORK

MTC/CMA PLANNING AND PROGRAMMING AGREEMENT

CONGESTION MANAGEMENT AGENCY / SUBSTITUTE AGENCY PLANNING AND PROGRAMMING

FISCAL YEARS 2012-2013, 2013-2014, 2014-2015 and 2015-16 TASKS AND PRODUCTS

Objectives

Funding is conditioned on the AGENCY working cooperatively with MTC and the other regional agencies to implement our respective work programs. Key objectives are:

- To provide planning, programming, and monitoring, for the New Act Cycle 2 program and One Bay Area Grant (OBAG) program, including development of the Priority Development Area (PDA) Growth Strategy plan within the county
- To promote successful program and project delivery within the county for all funds.
- To develop and implement a Complete Streets program in concert with regional guidance
- To establish a land use and travel forecasting process and set of procedures that is consistent with that of ABAG / MTC, or develop appropriate alternative analytical approaches in cooperation with MTC
- To provide planning, programming, monitoring and project delivery for the Lifeline Transportation and the Community Based Transportation Planning programs
- To assist in the development of the Regional Transportation Plan / Sustainable Communities Strategy through development of detailed information about project proposals in the county, as needed for regional analysis and requirements
- To support other regional planning, programming, implementation and delivery efforts within the county, as needed, consistent with regional goals.
- To bring local agencies and the public into the process of planning for the future of our transportation system and the communities it serves

Description

The AGENCY shall conduct specific planning and programming activities to assist MTC in meeting the requirements of federal legislation and related State and regional planning and programming policies and guidelines.

Previous and Ongoing Work

- County level Congestion Management Programs (CMPs), Countywide Transportation Plans, and affiliated Capital Improvement Programs (CIPs)
- Corridor Management Plans, corridor studies and related planning activities
- Project delivery and monitoring, program implementation
- Coordinated land use and travel forecasting
- Planning, programming, monitoring and project delivery for the Lifeline Transportation and the Community Based Transportation Planning programs
- Assistance for the Regional Transportation Plan through development of detailed information about project proposals, as needed for regional analysis and requirements

Tasks and Related Products

Consistent with the region's long-term goals and objectives as established in the Regional Transportation Plan (RTP) / Sustainable Community Strategy (SCS) and requirements of SB 375 and AB 32, and policies adopted by MTC to implement that Plan, and based on a public involvement process that includes the cities, transit operators and users, bicycle, pedestrian and community organizations, AGENCY shall conduct the following tasks.

1. OBAG Program Delivery and the Priority Development Area (PDA) Investment and Growth Strategy

- Carry out activities as referenced in OBAG guidelines
- Implement planning and programming and associated outreach with the jurisdictions, Caltrans, federally recognized tribal governments, and public stakeholders for the One Bay Area Grant (OBAG) program and the county elements of the New Act Cycle 2 program
- Submit annual progress reports related to the PDA Investment and Growth Strategy, including status of OBAG project delivery, and progress of local jurisdictions on development/adoption of housing elements

2. Complete Streets

- Monitor adoption by local jurisdictions of resolutions, amendments to the circulation element of the General Plan, or by adoption of a policy to comply with the California Complete Streets Act of 2008 for the New Act Cycle 2 program, One Bay Area Grant (OBAG) program
- Review local agency complete streets policy to ensure they include required elements from MTC
- Ensure that Complete Streets checklist is completed by project sponsors as early as possible and allows public review and input prior to applicable county project selection processes

3. Project Monitoring and Delivery

- Implement project monitoring and delivery oversight for the New Act Cycle 2 program, One Bay Area Grant (OBAG) program, MTC discretionary programs and other MTC funding programs within the county
- Work with Caltrans Local Assistance, MTC and local jurisdictions in the delivery and monitoring of all federal-aid local projects using funds administered by the Federal Highway Administration (FHWA). Establish and maintain county-wide processes and procedures ensuring STIP and FHWA-administered funds for all local projects within the county are used within federal, state and regional timely use of funds deadlines
- Assist local project sponsors to deliver effective projects and meet important project delivery deadlines, including FHWA, CTC and MTC deadlines and to program projects in the federal TIP
- For local project sponsors with continued challenges in delivering federal-aid projects and meeting established funding deadlines, facilitate agency consultation meetings and prepare and maintain project delivery status reports of the agency's active projects using FHWA-administered funds, tracking estimated and actual critical delivery milestone dates, including but not limited to the following: TIP approval, Caltrans field review; environmental clearance, Request For Authorization (RFA) for each phase, CTC

allocation (as applicable), FHWA obligation/authorization (E-76), advertise, award, project completion (open for use), and project close out

4. Travel forecast model requirements

- Establish a land use and travel forecasting process and set of procedures that is consistent with that of ABAG / MTC
- Complete the CMP Modeling Consistency Checklist in cooperation with MTC and in a timely manner, pursuant to the CMP Guidance and MTC staff direction
- Monitor or estimate agreement funds spent in the previous fiscal year on activities directly supporting analytical planning activities, including travel/land use model staff and consultant fees, travel/land use model development (including data collection efforts intended to support model development), and travel/land use model application (including hardware and software costs)
- If the AGENCY does not engage in land use and travel forecasting/modeling, it shall confer with MTC modeling staff to develop an appropriate process for evaluating plans and projects

5. Support Regional Planning and Programming Efforts

- Provide support for regional land use and regional transportation planning and programming efforts.
- Serve as lead agency, oversee project management and provide planning support for the Lifeline Transportation Program and Community-Based Transportation Planning (CBTP) within the county
- Support the implementation of regional customer service projects, including Clipper, 511 Traveler Information and the Regional Rideshare Program, and assist in coordinating these projects and programs within the county
- Engage in other planning such as development of a capital improvement program, and corridor studies, as needed, consistent with the region's long-term goals and objectives

6. Develop Long-Range Countywide Transportation Priorities and Establish and Implement Countywide Programming Priorities

- Assist in implementing the regional vision through establishing countywide priorities for proposals of projects for MTC's RTP
- Partner with regional agencies to develop the 2013 RTP/SCS and other long-range regional transportation planning processes
- Participate in the development of air quality improvement and emissions reduction strategies and analysis
- Update Countywide Plan, as per Government Code Section 66531, at the discretion of the county
- Assist in the development and implementation of regional, countywide and local actions to address the goals and targets established in SB 375 and AB 32, in coordination with MTC and ABAG
- Update the CMP, if applicable, consistent with the region's long-term goals, objectives and policies.
- Develop a Capital Improvement Program, when needed, consistent with the region's goals, including reduction in VMT and GHG, and multi-modal priorities, as input to the RTP/SCS, Transportation Improvement Program, Regional Transportation Improvement

Program/State Transportation Improvement Program, and sales tax expenditure plans. Solicit input from the full range of transportation stakeholders, including local jurisdictions, transit operators and users, bicycle and pedestrian interests, and community organizations and members.

- Play an active role in planning and programming State and federal funds.

7. General Tasks

- Serve as a facilitator and liaison for county, city, and transit interests, and as a conduit for MTC for work with local jurisdictions, addressing federal and State requirements, assisting in corridor studies, disseminate information to local agencies on funding sources and requirements, regional programs, collecting data for MTC purposes, etc.
- Participate in the Bay Area Partnership Board, committees, and working groups
- Assist MTC in evaluating, implementing and disseminating technical planning tools
- Assist in the development of regionally sponsored transportation oriented legislation and the development of advocacy positions on proposed legislation
- Establish performance measures for the AGENCY work and implement a performance monitoring process; monitor and report on progress and lessons learned

Products/Tasks	Delivery Date *
PDA Investment & Growth Strategy	June 2012 – January 2013
Monitoring report on adoption by local jurisdictions of a Complete Streets policy	January, 2013 Annually/Ongoing.
PDA Investment & Growth Strategy Presentations by CMAs to Joint MTC Planning and ABAG Administrative Committee	Early 2013
Amended PDA Investment & Growth Strategy to incorporate follow-up to local housing production and policies	January 2014
Annual progress report on PDA Investment & Growth Strategy, including status of jurisdictions' progress on development/adoption of housing elements and complete streets policies.	January 2014, Ongoing
CMP Modeling Consistency Checklist, pursuant to the CMP Guidance and MTC staff direction	2 months prior to due date for draft CMP
Monitored or estimated agreement funds spent in the previous fiscal year on activities directly supporting analytical planning activities, including travel/land use model staff and consultant fees, travel/land use model development (including data collection efforts intended to support model development), and travel/land use model application (including hardware and software costs).	Annually
If AGENCY does not engage in land use and travel forecasting/modeling, an agreed upon appropriate process for evaluating plans and projects.	2 months prior to due date for draft CMP
Program of Lifeline Transportation Program projects for 2010-12 through 2012-13	As needed
Monitoring reports for Lifeline Transportation Program projects	Ongoing
A complete set of CBTPs for each COC identified in 2008 in the county. Updated CBTPs for plans that are no longer current	Ongoing, As needed
Oversight/assistance for program/project delivery	Ongoing
Detailed information about projects and programs as specified by MTC for the regional planning process	As specified by MTC
Support for regional programs and customer service projects	Ongoing
Develop countywide transportation priorities consistent with regional long range vision and requirements	As needed
Establish and implement countywide programming priorities	As needed
Additional support for planning and programming activities	Ongoing as needed

* Dates may be changed by mutual agreement of AGENCY and MTC

ATTACHMENT B

BUDGET

Estimated Cost by Funding Source:

MTC STP	\$	2,673,000	MTC STP	88.53%
Local	\$	346,315	CMA	11.47%
Total	\$	<u>3,019,315</u>		

ATTACHMENT C

INVOICE FORMAT

Local Agency:	
Invoice Number:	
Billing Period	

CMA Work Tasks	Total Budget	Total STP \$ Budgeted	Total Expenditures to Date	Total Expenditures This Period	STP Reimbursement Requested	Local Match
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
Total use Tables Excel, click on total field and hit F9 to update	\$	\$	\$	\$	\$	\$

(1) attach supporting expenditure detail for the period, such as detailed staff costs and consulting invoices.

ATTACHMENT D
NARRATIVE PROGRESS REPORT
MTC/CMA INTERAGENCY AGREEMENT
FEDERAL HIGHWAY ADMINISTRATION - STP FUNDING

Provide progress report for Appendix A Workscope (Planning and Programming)

FIRST QUARTER FY 2012-2013

Progress: During this quarter... (Describe the work completed during this quarter, organized by task as outlined in Attachment A, i.e., 1. Priority Development Area (PDA) Growth Strategy, etc.)

Next quarter... (Describe the work to be done next quarter by task as above.)

Status: The project is/is not on schedule and is/is not within budget. Describe the current status of the project, including project completion date, percent of work completed.

Products: Describe status of products

Date report prepared

Name, Project Director and Title

ATTACHMENT E

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, AGENCY shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. AGENCY shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. AGENCY shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE

in securing the goods or services thereunder shall be borne and paid for by AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure AGENCY's breach of this Agreement.

DRAFT

ATTACHMENT F

NONDISCRIMINATION ASSURANCES

AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which AGENCY receives federal financial assistance from the Federal Department of Transportation. AGENCY HEREBY GIVES ASSURANCE THAT AGENCY shall promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which AGENCY retains ownership or possession of the property.

9. That AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation

Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

DRAFT

APPENDIX A TO ATTACHMENT F

During the performance of this Agreement, AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as AGENCY) agrees as follows:

- (1) **Compliance with Regulations:** AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by AGENCY of the AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to AGENCY's books, records, accounts, other sources of information and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts AGENCY has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for

noncompliance, provided, however, that, in the event AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

DRAFT

APPENDIX B TO ATTACHMENT F

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that AGENCY shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on AGENCY, its successors and assigns.

AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability^d be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO ATTACHMENT F

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by AGENCY, pursuant to the provisions of Assurance 7(a) of Attachment F.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add 'as covenant running with the land') that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT F

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the AGENCY, pursuant to the provisions of Assurance 7 (b) of Attachment F.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

CONTRACT APPROVAL SHEET

AGENCY:		MTC		
NAME OF CONTRACTOR/CONSULTANT:		Napa County Transportation and Planning Agency		
PROJECT TITLE:	Funding Agmt: FY 2012-13 through 2015-16 Congestion Management Agency / substitute agency Planning Services			
	Amount	Approval by ED or Committee (specify)	Committee Approval Date Attach <u>most recent</u> Committee memo	Funding Source/ Coding/Budget Item
Original contract	\$2,673,000	Admin		STP
Amend #1				
Amend #2				
Amend #3				
WORK ITEM #:	1611	SOLE SOURCE:		
FISCAL YEARS:	2012-13, 2013-14, 2014-15, 2015-16	N/A <input type="checkbox"/> <input checked="" type="checkbox"/>		

J:\CONTRACT\Contracts-Fed-Finance\STP 12-13 to 15-16\DRAFT Model CMA 12-13 to 15-16 v5 without public participation.doc

REVIEW LIST

Project Manager:	Valerie Knepper	Date:	
Section Director:	Doug Kimsey	Date:	
Contract Administration:	Denise Rodrigues ¹	Date:	
IT Review:	Teri Green ² /Valerie Campbell ³	Date:	
Office of the General Counsel:	Cynthia Segal	Date:	
Deputy Executive Director:	Andrew Fremier ⁴	Date:	
Deputy Executive Director:	Ann Flemer ⁵	Date:	
Finance Section:	Brian Mayhew	Date:	

Return to Contract Administration

¹ Includes DBE review for all federally-funded contracts.

² IT review for information technology projects affecting MTC's network and computers.

³ IT review for information technology projects affecting BATA's network and computers.

⁴ Reviews all procurements and contracts from HOA, BOO, and TCI, plus BATA-funded work.

⁵ Reviews all contracts from all sections.



June 20, 2012
NCTPA Agenda Item 9.4
Continued From: March 2012
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Associate Program Planner / Administrator
(707) 259-5968 / Email: dschmitz@ncpta.net
SUBJECT: Approval to Extend the Call for Projects for the FY 12/13
Transportation Fund for Clean Air (TFCA) Program Manager Funds

RECOMMENDATION

That the NCTPA Board approve extending the call for TFCA projects for FY 12/13 until the program receives an eligible project application but no later than September 7, 2012.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The NCTPA annually allocates funds generated under AB 434. The monies come from a four-dollar vehicle license fee imposed by the Bay Area Air Quality Management District (BAAQMD) and are known as Transportation Fund for Clean Air (TFCA). Forty percent of these funds are returned to the NCTPA for distribution to local projects. Projects must be beneficial to air quality and be cost effective. The remaining sixty-percent is allocated by the BAAQMD on an area wide competitive basis. Generally, the BAAQMD rules and statutes only allow funds to be retained for two years unless the NCTPA originally requests added time or the project is making reasonable further progress and is granted a one year extension.

On March 21th the NCTPA Board opened a call for projects for the TFCA Program Manager Funds. NCTPA held a public workshop on March 23th for all to attend to learn about the program guidelines and application. The call for projects was closed on April 27, 2012.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes, approximately \$183,231.00 dollars of FY 12/13 TFCA DMV revenues and residual funds from previous years.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

Annually the NCTPA adopts a list of projects for the TFCA Program Manager funds. Napa County has approximately \$183,231.00 dollars to expend for FY 12/13. In the call for projects that closed on April 27, 2012 NCPTA received four (4) projects for TFCA funding. Three of these projects were eligible project types for a total of \$150,577.00 in funding. These projects are as follows:

- 1) City of Napa – The City would like to construct of 2,500 Linear Feet of Class II Bike Lane on California Boulevard between Pueblo Avenue and Permanente Way. This bike lane will close a gap between existing bike lane on California Boulevard South of Pueblo and North of Permanente Way. (Funding Request \$112,600)
- 2) City of American Canyon – The City would like to synchronize 10 traffic lights on three different arterials: Broadway (SR 29), American Canyon Rd., and Flosden Rd. (Funding Request \$25,987)
- 3) County of Napa – The County would like to purchase 11 light-duty hybrid vehicles for various County Department fleet. (Funding Request \$11,990)

NCTPA still has a remaining balance of \$32,654 dollars to allocate to projects in the FY 12/13 cycle. If this money is not allocated by November 2, 2012 Napa County will risk losing the money to the BAAQMD for reprogramming under the Regional Program. Staff recommends the call for projects remain open until an eligible project is received, but no later than September 7, 2012. Jurisdictions of Napa County should continue to look for projects that can absorb the remaining \$32,654 dollars and submit them to

NCTPA. This project call extension will close no later than Friday, September 7, 2012 but may close sooner. A final list of projects will be brought back before the Technical Advisory Committee (TAC) no later than October 4, 2012 and forwarded to the NCTPA Board for final approval no later than their October 17th Board meeting. Approved projects will then be submitted to the BAAQMD no later than November 2, 2012.

SUPPORTING DOCUMENTS

Attachments: (1) FY 12/13 TFCA Expenditure Plan

Expenditure Plan Application

13-«County»

June 20, 2012
FYE 2013

SUMMARY INFORMATION

Program Manager Agency Name: Napa County Transportation and Planning Agency

Address: 707 Randolph Street, Ste 100, Napa, CA 94559

PART A: NEW TFCA FUNDS

- | | | |
|---|---------|---------------------|
| 1. Estimated FYE 2013 DMV revenues (based on projected CY2011 revenues): | Line 1: | <u>\$185,717.00</u> |
| 2. Difference between prior-year estimate and actual revenue: | Line 2: | <u>\$ 301.12</u> |
| a. Actual FYE 2011 DMV revenues (based on CY2010): | | <u>\$187,531.12</u> |
| b. Estimated FYE 2011 DMV revenues (based on CY2010): | | <u>\$187,230.00</u> |
| <i>('a' minus 'b' equals Line 2.)</i> | | |
| 3. Estimated New Allocation (Sum of Lines 1 and 2): | Line 3: | <u>\$186,018.12</u> |
| 4. Interest income. List interest earned on TFCA funds in calendar year 2011. | Line 4: | <u>\$5,770.36</u> |
| 5. Estimated TFCA funds budgeted for administration: ¹ | Line 5: | <u>\$9,300.90</u> |
| <i>(Note: This amount may not exceed 5% of Line 3.)</i> | | |
| 6. Total new TFCA funds available in FYE 2013 for projects and administration | Line 6: | <u>\$191,788.48</u> |
| <i>(Add Lines 3 and 4. These funds are subject to the six-month allocation deadline.)</i> | | |

PART B: TFCA FUNDS AVAILABLE FOR REPROGRAMMING

- | | | |
|--|---------|-----------------|
| 7. Total amount from previously funded projects available for reprogramming to other projects. (Enter zero (0) if none.) | Line 7: | <u>\$743.41</u> |
|--|---------|-----------------|
- (Note: Reprogrammed funds originating from pre-2006 projects are not subject to the six-month allocation deadline.)*

PART C: TOTAL AVAILABLE TFCA FUNDS

- | | | |
|--|---------|---------------------|
| 8. Total Available TFCA Funds (Sum of Lines 6 and 7) | Line 8: | <u>\$192,531.89</u> |
| 9. Estimated Total TFCA funds available for projects (Line 8 minus Line 5) | Line 9: | <u>\$183,230.99</u> |

I certify that, to the best of my knowledge, the information contained in this application is complete and accurate.

Executive Director Signature: _____

Date: 3/27/2012

¹ The "Estimated TFCA funds budgeted for administration" amount is listed for informational purposes only. Per California Health and Safety Code Section 44233, Program Managers must limit their administrative costs to no more than 5% of the actual total revenue received from the Air District.

Complete if there are TFCA Funds available for reprogramming.

[illegible]

\$743.41

* Enter UB (for projects that were completed under budget) and CP (for cancelled project).



June 20, 2012
NCTPA Agenda Item 9.5
Continued From: New
Action Requested: INFORMATION

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Tom Roberts, Program Manager- Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: VINE/VINE Go Service Report: Performance Dashboard

RECOMMENDATION

That the NCTPA Board review and provide feedback to agency staff on the Transit Performance Dashboard.

COMMITTEE RECOMMENDATIONS

None.

EXECUTIVE SUMMARY

Agency staff has developed a draft Transit Performance Dashboard document to replace lengthy staff reports previously presented to the Board. The goal of the document is to concisely present key information in a format that allows more effective and meaningful monitoring of transit performance. Of special note this month is, with the institution of service changes in Calistoga in May, ridership more than doubled on that community service between April and May.

PROCEDURAL REQUIREMENTS

1. Staff Report (Information only)

FISCAL IMPACT

Is there a Fiscal Impact? No.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

In November 2011, staff developed and presented to the Board a one page "Transit Dashboard" which presents key transit service performance indicators. No less than quarterly, the Dashboard is updated and presented to the Board for review. Of special note this month is, with the institution of service changes in Calistoga in May, ridership more than doubled on that community service between April and May.

SUPPORTING DOCUMENTS

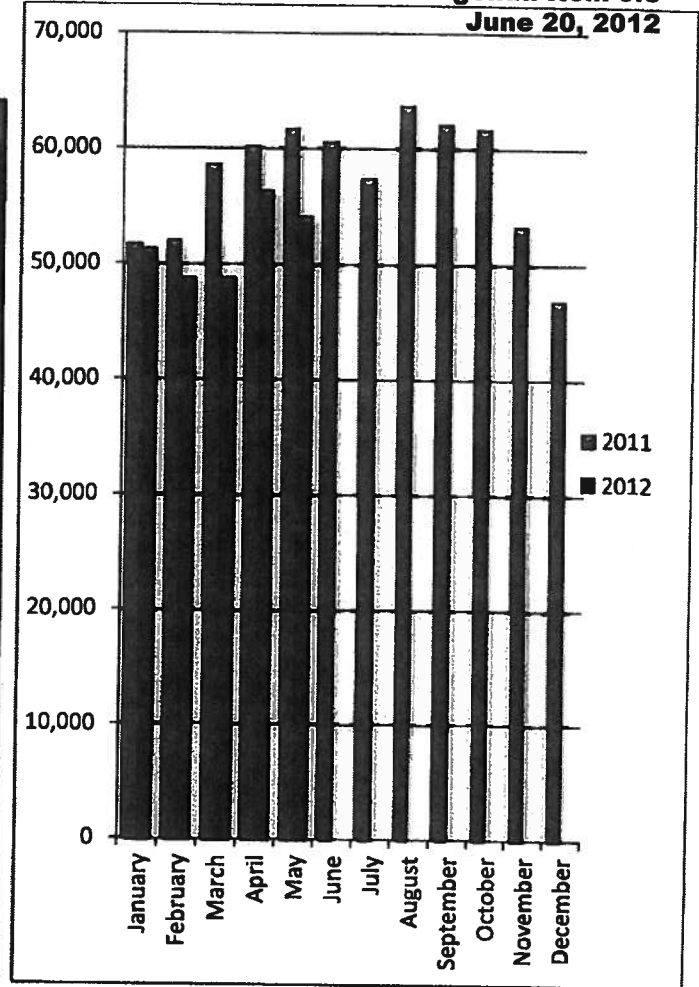
Attachment: (1) Transit Performance Dashboard

Transit Performance Dashboard

ATTACHMENT 1
NCTPA Board Agenda Item 9.5
June 20, 2012

Ridership and On Time Performance May 2012				
	OTP MAY'12	May'12	YTD	Last YTD
1A	87.0%	3,328	15,959	14,206
1B	78.6%	1,756	8,629	9,006
2	93.8%	2,128	12,767	15,844
3A	88.9%	2,450	13,067	15,078
3B	90.9%	2,045	10,750	13,325
4	74.6%	5,080	20,399	17,046
5A	73.7%	1,440	8,444	13,156
5B	84.6%	1,517	8,920	9,473
6	93.3%	1,884	11,184	9,331
10	45.1%	18,900	86,623	101,018
20	83.6%	17	1,868	247
29	88.5%	2,240	10,843	13,061
Trippers		805	4,000	5,607
AmCan		3,433	15,126	11,203
Calistoga		947	2,838	2,093
St. Helena		951	3,611	3,376
Yountville		1,897	8,973	7,519
Napa Shuttle		140	650	586
VineGO	90.4%	3,134	15,005	15,416
Taxi**			0	6,144
Other		0	0	1,666
TOTAL		54,092	259,656	284,401

** incomplete data in 2011



VINE ON TIME PERFORMANCE Jan - Mar			
1st Quarter	4th Quarter	YTD	Last YTD
90/81.52	90/79.48	90/87.96	90/90.04
Goal is 90% or greater on-time			

VINE GO ON TIME PERFORMANCE Jan - Mar			
1st Quarter	4th Quarter	YTD	Last YTD
90/95.97	90/94.94	90/95.06	90/96.07
Goal is 90% or greater on-time			

PREVENTABLE ACCIDENTS Jan - Mar			
1st Quarter	4th Quarter	YTD	Last YTD
1.2/0.3	1.2/0.6	1.2/0.3	1.2/0.3
Goal is no more than 1 claim per 100,000 mi			

VINE COMPLAINTS Jan - Mar			
1st Quarter	4th Quarter	YTD	Last YTD
2.3/0.3	2.5/0.4	2.6/0.5	2.6/0.6
Goal is one actionable complaint every 20,000 trips			

VINE GO COMPLAINTS Jan - Mar			
1st Quarter	4th Quarter	YTD	Last YTD
1.6/0.0	1.6/0.0	1.6/0.0	1.6/0.0
Goal is one actionable complaint every 2,000 trips			

Trend Over Last Quarter	Trend Over Last Year
↑	↓

Trend Over Last Quarter	Trend Over Last Year
↑	↓

Trend Over Last Quarter	Trend Over Last Year
↓	↔

Trend Over Last Quarter	Trend Over Last Year
↓	↓

Trend Over Last Quarter	Trend Over Last Year
↔	↔



June 20, 2012
NCTPA Agenda Item 10.1

Continued From: New

Action Requested: **INFORMATION/ACTON**

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Tom Roberts, Program Manager - Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: Smoking at Bus Shelters and/or Stops

RECOMMENDATION

The NCTPA Board consider action to prohibit or discourage smoking at bus shelter locations.

COMMITTEE RECOMMENDATION

The NCTPA VINE Consumer Advisory Committee (VCAC) recommends that the NCTPA Board approve banning smoking at bus shelters.

EXECUTIVE SUMMARY

At its March 2012 meeting, NCTPA's Vine Consumer Advisory Committee (VCAC) took action to request staff to ask the Board of Directors to ban smoking at bus shelters.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes Potential minimal expense for signage.

Is it currently budgeted? No.

Where is it budgeted?

Is it Mandatory or Discretionary: Discretionary

Future fiscal impact: Minimal. Signage replacement

Consequences if not approved: Continuance of status quo.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

After receiving a passenger compliant and after significant debate, the VCAC has requested the Board take action to ban smoking at bus shelters. In anticipation of the discussion staff engaged in some preliminary research which revealed the following:

The city has a basic regulation of smoking. In Title 8 Health and Safety Chapter 8.2 SMOKING the city of Napa references California Labor Code Section 6404.5. This code prohibits smoking within indoor places by employees and patrons. There is no mention of a ban in public places, specifically bus stops.

The county of Napa has a more stringent regulation of smoking laid out in its municipal code. In section 8.08.040 – Prohibition of smoking in public places it is stated, “Except otherwise provided smoking shall be prohibited in...Buses, taxicabs, and other means of public transit under the authority of the county of Napa and ticket, boarding, and waiting areas of public transit depots;”. In the language of the code there is no definition of what a “depot” is.

State law prohibits smoking tobacco in any “public building” (which includes “outdoor areas within 20 feet of a main exit, entrance, or operable window of a public building,” per Government Code Section 7596), and on any “public transportation system” (Health and Safety Code Section 118925). Whether “on” the transit system could include stops would require legal interpretation by agency counsel. Staff’s research indicates the code sections seem to address vehicles and not bus stops.

California Health and Safety Code Section 118910

Under this section, a local governing body may completely ban the smoking of tobacco or may regulate smoking in any manner not inconsistent with state law. Several state laws explicitly permit cities and counties to pass secondhand smoke laws that have stricter restrictions than those imposed by the state laws. Some cities and counties have passed local laws banning smoking in areas not covered by state law, including parks, beaches, outdoor dining areas, bus stops, and areas within 20 feet of

commercial building entryways. These local laws are enforced by various local agencies and impose various penalties.

The VINE's bus stops are either in the public right of way where regulation becomes a local concern or on private property where regulating smoking largely falls to the property owner.

There is precedent for banning smoking at bus stops. The City of Berkeley did so in 2004. At that time, only two other cities had similar bans. Today many jurisdictions, including the County of Sonoma, ban smoking at bus stops.

FOR CONSIDERATION

Should NCTPA desire to to ban smoking at bus shelters or stops, staff would need to have municipal codes amended/adopted in each jurisdiction in the service area.

Should NCTPA elect to request a jurisdiction, such as the City of Napa, ban smoking at bus shelters, from a practical perspective for the City, the key question would be identifying the extent to which the City intends to undertake responsibility for enforcing any smoking prohibitions related to NCTPA's operations? In short: Is such a law a judicious use of police resources?

If smoking were banned at bus shelters and someone was smoking, could a patron reasonably be expected to call 911 to report the offense and have the police respond before the offender had finished smoking and/or departed the scene? In short: Is such a law practically enforceable?

Should NCTPA post "No Smoking" signs at bus shelters or stops, would the signs themselves become a deterrent to smoking, an attractive nuisance encouraging vandalism, or both?

RECOMMENDATION

Staff proposes the Board consider the following options and provide direction to staff:

- 1) Take no action. Status Quo
- 2) Amend no laws, but place signage at bus shelters reading something to the effect of: "As a courtesy to our riders, we request that you refrain from smoking within 10 feet of this bus stop/shelter"
- 3) Approach the County, cities and town of Yountville requesting they amend their respective municipal codes to ban smoking at bus shelters

SUPPORTING DOCUMENTS

None.



June 20, 2012
NCTPA Agenda Item 10.2
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Tom Roberts, Program Manager - Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: Approval to Purchase Vehicles for the VINE Transit Fleet

RECOMMENDATION

That the NCTPA Board (1) approve the purchase of up to 4 gasoline powered mid-size buses, and (2) authorize the Executive Director to issue purchase agreements with A-Z Bus Sales under NCTPA's membership with CalACT (California Association for Coordinated Transportation) cooperative purchase agreement.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

Over the past month, NCTPA has been notified that funds from position 1B which the agency had programmed to purchase 2 ARBOC mid-size buses have become available. In addition, the Federal Transit Administration (FTA) has notified the agency that execution of our recent State of Good Repair bus purchase grant contract may occur at any time. This grant included the purchase of 2 additional mid-size buses.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The agency will expend up to \$577,982 in grant and local transportation dollars.

Is it currently budgeted? Yes.

Where is it budgeted? Transit Capital

Is it Mandatory or Discretionary: Discretionary, however funds must be used for the stated purposes in grant.

Is the general fund affected? No.

Future fiscal impact: Reduced maintenance costs.

Consequences if not approved: Agency would need to forfeit grant funds/vehicles.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION**ARBOC Replacement and Expansion Vehicles**

Over the past month, NCTPA has been notified that funds from Proposition 1B, which the agency had programmed to purchase two (2) ARBOC mid-size buses, have become available. In addition, the Federal Transit Administration (FTA) has notified the agency that execution of our recent State of Good Repair bus purchase grant contract may occur at any time. This grant included the purchase of two (2) additional mid-size buses.

Vendor: A-Z Bus Sales

Project Cost: \$577,982


Funding:

-Proposition 1B	\$178,743
-Federal State of Good Repair	\$143,040
-Other Federal	\$ 78,000
-Local match/TDA	<u>\$178,199</u>

TOTAL \$577,982

SUPPORTING DOCUMENTS

Attachment: (1) Bus Quote (see below)

<p><i>All the Best from</i></p>  <p>A-Z BUS SALES, INC. <i>An employee owned company.</i></p> <p>COLTON 1900 S. Riverside Ave. Colton, California 92324 (951) 781-7188 FAX (951) 791-4905</p> <p>SACRAMENTO 3418 52nd Avenue Sacramento, California 95823 (916) 391-1082 FAX (916) 391-1093</p> <p>www.a-zbus.com</p>	<p style="text-align: center;">Napa County TPA 6/1/2012 2012 CalACT – MBTA Vehicle Purchasing Cooperative</p> <p style="text-align: center;"><u>A-Z Bus Sales, Inc</u></p> <table border="0"> <tr> <td>ARBOC Low Floor, Type G (26' Model length)</td> <td style="text-align: right;">\$ 118,252</td> </tr> <tr> <td colspan="2"><u>Published Options:</u></td> </tr> <tr> <td>Credit for standard Seat Delete (4 x \$160) from RH side</td> <td style="text-align: right;"><640></td> </tr> <tr> <td>Roof Hatch</td> <td style="text-align: right;">350</td> </tr> <tr> <td>34" Flip Seat at front RH w/c position (see attached floor plan)</td> <td style="text-align: right;">775</td> </tr> <tr> <td>Removable Fuel access plate in floor</td> <td style="text-align: right;">std</td> </tr> <tr> <td>Twin Vision Front and Side LED Destination Signs</td> <td style="text-align: right;">4,925</td> </tr> <tr> <td>Passenger Stop Request System w/ lighted sign, "wireless".</td> <td style="text-align: right;">875</td> </tr> <tr> <td>Sportworks Bike Rack, black</td> <td style="text-align: right;">1,850</td> </tr> <tr> <td>USSC G-2 Drivers Seat, Black cloth</td> <td style="text-align: right;">925</td> </tr> <tr> <td>KEI SC-240 amp alternator</td> <td style="text-align: right;">950</td> </tr> <tr> <td>AM/FM/CD Player</td> <td style="text-align: right;">n/c</td> </tr> <tr> <td colspan="2"><u>Non-Published Options:</u></td> </tr> <tr> <td>Two-Way Radio, Apex Industry Service, Motorola XTL2500, installed</td> <td style="text-align: right;">2,994</td> </tr> <tr> <td>Overhead Interior Parcels, RH & LH</td> <td style="text-align: right;">1,200</td> </tr> <tr> <td>Yellow Interior Stanchions and Handrails in lieu of Stainless finish</td> <td style="text-align: right;">325</td> </tr> <tr> <td>Delete passenger seat belt. (23 x \$45)</td> <td style="text-align: right;"><1,035></td> </tr> <tr> <td>Delete Arm Rests (9 x 15)</td> <td style="text-align: right;"><135></td> </tr> <tr> <td>Flip-up seat in lieu of Fold-Away seat (LH side)</td> <td style="text-align: right;"><215></td> </tr> <tr> <td>Diamond Fare Box, Model SV w/ 2 vaults, with light</td> <td style="text-align: right;">1,400</td> </tr> <tr> <td>Electric Seat base for drivers seat</td> <td style="text-align: right;">425</td> </tr> <tr> <td>Net Cost</td> <td style="text-align: right;">\$ 133,221.00</td> </tr> <tr> <td>CalACT 1.5% fee (fee is collect by A-Z and forwarded to CalACT)</td> <td style="text-align: right;">1,998.32</td> </tr> <tr> <td>Sales Tax @7.75% on taxable amount of 119,691 (\$13,530 is exempt)</td> <td style="text-align: right;"><u>9,276.05</u></td> </tr> <tr> <td>Total Purchase Price each</td> <td style="text-align: right;">\$ 144,495.37</td> </tr> </table> <p><u>Notes:</u></p> <p>There will be 2 set of TDSS w/c securement storage devises & 2 bags W/C ramp is a "Braun", Key type exterior ramp and door switches. Add (2) standee straps per side, gray vinyl, in forward area, to standee rails No paint or lettering. Standard white exterior Have mounting holes pre-installed for a future RH forward foldaway. Q-Straint Slide-N-Click tiedowns The 2 RH foldways shipped loose, predrilled holes in floor Add mounting board for future literature rack to back of drivers partition. Includes Air Suspension System software Includes PA system with outside speaker, and 5 lb fire extinguisher Upholstery to be Repel Icon Cranberry boxing & Voltage Cranberry insert. Locate A/C Evaporator in Rear of bus above last row of seats.</p> <p>x _____ Agency signature</p>	ARBOC Low Floor, Type G (26' Model length)	\$ 118,252	<u>Published Options:</u>		Credit for standard Seat Delete (4 x \$160) from RH side	<640>	Roof Hatch	350	34" Flip Seat at front RH w/c position (see attached floor plan)	775	Removable Fuel access plate in floor	std	Twin Vision Front and Side LED Destination Signs	4,925	Passenger Stop Request System w/ lighted sign, "wireless".	875	Sportworks Bike Rack, black	1,850	USSC G-2 Drivers Seat, Black cloth	925	KEI SC-240 amp alternator	950	AM/FM/CD Player	n/c	<u>Non-Published Options:</u>		Two-Way Radio, Apex Industry Service, Motorola XTL2500, installed	2,994	Overhead Interior Parcels, RH & LH	1,200	Yellow Interior Stanchions and Handrails in lieu of Stainless finish	325	Delete passenger seat belt. 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