Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

NAPA VALLEY TRANSPORTATION AUTHORITY

Agenda - Final

Wednesday, October 20, 2021
1:00 PM

REFER TO COVID-19 SPECIAL NOTICE

NVTA Board of Directors

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

PUBLIC MEETING GUIDELINES FOR PARTICIPATING VIA PHONE/VIDEO CONFERENCING

Consistent with California Assembly Bill 361 and Government Code Section 54953, due to the COVID-19 State of Emergency and the recommendations for physical distancing, the Napa Valley Transportation Authority (NVTA) Board meeting will be held virtually. To maximize public safety while still maintaining transparency, members of the public may observe and participate in the meeting from home. The public is invited to participate telephonically or electronically via the methods below:

1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to https://zoom.us/join and enter meeting ID 997 5007 2830

2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 997 5007 2830 If asked for the participant ID or code, press #.

3) Watch live on YouTube: https://www.youtube.com/channel/UCrpjLcW9uRmA0EE6w-eKZyw?app=desktop

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

Instructions for submitting a Public Comment are on the next page.

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

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

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

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

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

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

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

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

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

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

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

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

1. Call to Order

2. Roll Call

3. Adoption of the Agenda

4. Public Comment

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

6. Director's Update

7. Caltrans' Update

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

8. PUBLIC HEARING (TIME CERTAIN 1:30 P.M.)

8.1 **Public Hearing and Approval of Resolution No. 21-24 Amending the Fiscal Year (FY) 2020-21 Budget (Antonio Onorato)** ***(Pages 9-19)***

Recommendation: Board action will (1) hold a Public Hearing, and (2) approve Resolution No. 21-24 amending the FY 2021-22 Budget and increase the appropriations limit to $76,427,700 which includes remaining balances from FY 2020-21 and new capital investments.

Time Certain: 1:00 p.m.

Attachments: Staff Report

9. CONSENT AGENDA ITEMS (9.1-9.7)

9.1 **Meeting Minutes of September 13, 2021 (Laura Sanderlin)** ***(Pages 20-22)***

Recommendation: Board action will approve the September 13, 2021 meeting minutes.

Estimated Time: 1:15 p.m.

Attachments: Draft Minutes

9.2 **Annual Election of Chair and Vice Chair (Laura Sanderlin)** ***(Pages 23-24)***

Recommendation: Board action will approve the second of a two year term for Chair Alfredo Pedroza and Vice Chair Liz Alessio.

Estimated Time: 1:15 p.m.

Attachments: Staff Report

9.3 **Citizens Advisory Committee (CAC) Member Appointments (Laura Sanderlin)** ***(Pages 25-29)***

Recommendation: Board action will appoint Scott Owens to the CAC for a two (2) year term representing as the Town of Yountville.

Estimated Time: 1:15 p.m.

Attachments: Staff Report

9.4 **Easement Deeds to Pacific Gas and Electric (PG&E) on Parcel 057-250-037-000 (Rebecca Schenck)** ***(Pages 30-37)***

Recommendation: Board action will approve authorizing the Executive Director to execute and take all actions necessary to Grant Easement Deeds to PG&E on Parcel 057-250-037-000.

Estimated Time: 1:15 p.m.

Attachments: Staff Report

9.5 **Approval of Resolution No. 21-25 Adopting the Caltrans Local Assistance Procedures Manual (Alberto Esqueda)** ***(Pages 38-42)***

Recommendation: Board action will adopt Resolution No. 21-25 updating the Local Assistance Procedures Manual Chapter 10: Consultant Selection under Caltrans' Master Agreement.

Estimated Time: 1:15 p.m.

Attachments: Staff Report

9.6 **Approval of Resolution No. 21-26 Authorizing the Executive Director to Execute Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2021-22 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program (Antonio Onorato)** ***(Pages 43-52)***

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 21-26 authorizing the Executive Director to execute a Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for Fiscal Year (FY) 2021-22 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the amount of $91,000.

Estimated Time: 1:15 p.m.

Attachments: Staff Report

9.7 **Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) 2022 (Diana Meehan)** ***(Pages 53-65)***

Recommendation: Board action will approve the Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2022.

Estimated Time: 1:15 p.m.

Attachments: Staff Report

10. REGULAR AGENDA ITEMS (10.1-10.7)

10.1 **Award of Construction Contract for the Vine Bus Maintenance Facility, Sheehy Court Project (Sanjay Mishra)** ***(Pages 66-80)***

Recommendation: Board action will (1) Approve Resolution 21-27 awarding a contract to ALTEN Construction, Inc. in an amount not to exceed $29,510,593; (2) Authorize the Executive Director to enter into and make minor modifications to Construction Agreement No. 21-46 with ALTEN Construction, Inc. for the construction phase of the Vine Bus Maintenance Facility; and (3) Approve a not to exceed construction contingency amount of $2,900,000 to issue change orders.

Estimated Time: 1:15 p.m.

Attachments: Staff Report

10.2 **2022 Regional Transportation Improvement Program (RTIP) (Danielle Schmitz)** ***(Pages 81-86)***

Recommendation: Board action will approve the 2022 Regional Transportation Improvement Program (RTIP) and support staff's approach to address any funding shortfall on Soscol Junction through the following methods in priority order:

1) G-12 - Delegation Authority to Adjust Project Allocations
2) Advancement of Additional Regional Transportation Improvement Program (RTIP)
3) Letter of No Prejudice (LONP) against Future Regional Measure (RM) 3 funds

Estimated Time: 1:30 p.m.

Attachments: Staff Report

10.3 **Purchase One El Dorado National 40' Axess Bus (Rebecca Schenck)** ***(Pages 87-106)***

Recommendation: Board action will authorize the Executive Director to execute Purchase Order 21-2014 to acquire one (1) forty (40) foot bus El Dorado National Axess Diesel Bus from Creative Bus Sales in an amount not to exceed $450,000.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

10.4 **Vine Transit On-Demand Services No-Show Policy (Rebecca Schenck)** ***(Pages 107-155)***

Recommendation: Board action will approve an expanded no-show policy that would apply to on-demand transit services to penalize riders who do not show up for requested on-demand rides.

Estimated Time: 2:00 p.m.

Attachments: Staff Report

10.5 **Fiscal Vine Transit Update (Rebecca Schenck)** ***(Pages 156-162)***

Recommendation: Information only. The Board will receive an update on the operational performance for the Vine Transit services covering the first quarter (Q1) of Fiscal Year (FY) 2020-21.

Estimated Time: 2:15 p.m.

Attachments: Staff Report

10.6 **Federal and State Legislative Update (Kate Miller)** ***(Pages 163-176)***

Recommendation: Information only. The Napa Valley Transportation Authority (NVTA) Board will receive the Federal and State Legislative updates.

Estimated Time: 2:30 p.m.

Attachments: Staff Report

10.7 **AB 361 Requirements for Remote Public Meetings (DeeAnne Gillick)** ***(Pages 177-184)***

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 21-28 making findings and declaring its intent to continue remote teleconference meetings pursuant to Government Code section 54953 due to the Governor's Proclamation of State Emergency and state and local recommendations related to physical distancing due to the threat of COVID-19.

Estimated Time: 2:45 p.m.

Attachments: Staff Report

11. FUTURE AGENDA ITEMS

12. ADJOURNMENT

12.1 Approval of Next Regular Meeting Date of November 17, 2021 and Adjournment

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, October 15, 2021.

Karalyn E. Sanderlin (e-sign) October 14, 2021

Karalyn E. Sanderlin, Acting NVTA Board Secretary

October 20, 2021
NVTA Agenda Item 8.1
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Public Hearing to Amend the Fiscal Year (FY) 2021-22 Budget which increases the Appropriations Limit to $76,427,700 and rolls over remaining Balances from Fiscal Year (FY) 2020-21 and New Capital Investments.

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

(1) Hold a Public Hearing to amend the FY 2021-22 Budget and increase the appropriations limit to $76,427,700; and

(2) Approve Resolution No. 21-24 adopting the budget appropriation in the amount of $76,427,700

EXECUTIVE SUMMARY

NVTA adopted a biennial budget cycle for the fiscal years ending in 2021 (FY 2020-21) and 2022 (FY 2021-22) in May 2020. At the time, the biennial budget reflected diminished revenues and cost cutting measures in response to anticipated revenues shortfalls caused by the coronavirus pandemic's economic shutdowns. Budgets in the first year of a biennial budget cycle are "front loaded" meaning any unused balances are carried over to the second year by Resolution. Staff requests approval for a budget amendment for FY 2021-22 for a total appropriation in the amount of $76,427,700 moving unused balances to FY 2021-22, adding additional operating expenditures, adding additional capital investments, and adding the Vine Bus Maintenance Facility project to the budget. A listing of revenues and expenses are listed in the tables below.

FISCAL IMPACT

There is $61,074,800 in additional appropriation increasing the budget to $76,427,700. However, the increase in the appropriation is primarily due to adding remaining balances that will be carried over to the current fiscal year previous fiscal year and reaffirming the maintenance facility construction budget.

October 20, 2021
NVTA Agenda Item 8.1
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Memo

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov

SUBJECT: Public Hearing and Approval of Resolution No. 21-24 Amending the Fiscal Year (FY) 2021-22 Budget

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RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

(1) Hold a Public Hearing to amend the FY 2021-22 Budget and increase the appropriations limit to $76,427,700; and

(2) Approve Resolution 21-24 (Attachment 2) amending the FY 2021-22 budget to increase the appropriation limit to $76,427,700, which included remaining balances from FY 2020-21 and new capital investments.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA adopted a biennial budget cycle for the fiscal years ending in 2021 (FY 2020-21) and 2022 (FY 2021-22) in May 2020. At the time, the biennial budget reflected diminished revenues and cost cutting measures in response to the coronavirus pandemic. Budgets in the first year of a biennial budget cycle are “front loaded” meaning any unused balances are carried over to the second year by Resolution. Staff is requesting approval for a budget amendment for FY 2021-22 for a total appropriation in the amount of $76,427,700 moving unused balances to FY 22, addition additional operating expenditures, adding additional capital investments, and adding the Vine Bus Maintenance Facility project to the budget.

BACKGROUND AND DISCUSSION

Financial Performance:
Congestion Management Agency (Planning Fund) Budget vs. Actuals

NVTA, the Congestion Management Agency (CMA), (also known as the General or Planning Fund), recognized $7,822,898 in revenues. Caltrans provided 54% of revenues for reimbursements mainly related to the Soscol Junction project with some incremental revenues related to Safe Routes to Schools and the recently completed Imola Corridor Study. Transportation Development Act (TDA) disbursements totaled $1,746,100 and federal grants in the amount of $1,297,921. Other revenues are salary charge backs to the Public Transit Fund, interest, refunds, and membership contributions.

Planning Fund expenses totaled $5,887,730, approximately 18% higher than the previous year ($5,010,463) reflecting the greater number of active projects in the agency's pipeline. Personnel costs rose slightly to $2,484,657 (up from $2,449,830) for the fiscal year mainly due to rising retirement costs and filling vacant positions. Consulting services jumped over 100% and accounted for $4,997,127 in expenses, which as mentioned, underscores the number of active projects NVTA is overseeing. The budget carryover of approximately $10,037,100 to the second year of the bi-annual budget is made up of the total remaining budget in consulting services, and additional retirement costs, and additional office/legal expenses related to the administration of capital projects.

The budget amendment request includes a Transportation Fund for Clean Air (TFCA) fund budget of $500,000 in revenues and expenditures as well, which was mistakenly excluded in the original adoption of the budget.

Public Transit (Transit Fund) Budget vs. Actuals

Overall, the Public Transit Fund received 101% of budgeted revenues. Total revenues came in at $9,692,070 for the fiscal year, of which federal stimulus funding of $4,067,764 was recognized from the Federal Transportation Administration (FTA) specifically for transit operations relief and recovery efforts.

Operating expenses totaled $9,689,345 (not including depreciation), a 14% drop from the previous year reflecting reduced service hours. The primary expense categories were purchased transportation at $7,726,002 and fuel at $824,386 ($9,001,075 and $1,078,484 in the previous year respectively). Fuel cost for the fiscal year averaged $3.10 per gallon.

Capital Purchases

For the year, NVTA invested in new electric vehicle charging stations for the Redwood Park and Ride and new bus shelters along the Routes 10X and 11X services. NVTA also

made capital investments for the Imola Park and Ride project and the new Maintenance Facility.

Summary of Changes

New Appropriation Request: $409,700
Rollovers from previous fiscal year:$19,814,600
New Capital Investments: $5,103,300
Bus Maintenance Facility Budget: $35,747,200

Table 1 shows the changes to Revenues. Table 2 shows the additional Expenditures and Carryover Amounts

Table 1: Revenue additions/(deletions)

REVENUES	Amount	Reason
CMA		
State (Caltrans)	$ 3,000,000	Reimbursement from various projects
Federal	$3,537,100	Various projects (Vine Trail, Imola, SJ)
Other Gov/Vine Trail/TFCA	$3,500,000	Vine Trail Contributions, TFCA Funds
Total- CMA	**$10,037,100**	

REVENUES	Amount	Reason
Transit		
TDA	$1,804,941	New contract, add service hours
State/Fed/Other Gov	$1,261,459	Additional operating revenues
Farebox	($194,400)	Waiver of Jurisdictions Farebox
Total- Transit	**$2,872,000**	
Total: Additional Operational Revenues	**$12,909,100**	

Table 2: Expenses and Financing Carryovers

EXPENSES	Amount	Reason
CMA- Professional Services	$9,637,300	Rollover of unused consulting expense for projects/project delivery
CMA- Salaries and Benefits	$ 314,700	Addition of 1 FTE and higher than expected retirement costs
CMA- Materials and Services	$ 85,100	Additional legal and office supplies
Total- CMA Appropriation	**$10,037,100**	
Transit- Purchase Transportation	$465,900	Rollover of unused budget

Transit- Supplies & Materials	$478,200	Rollover of unused budget
Total- Transit Appropriation	**$944,100**	
Capital Investments		
Capital Rollover from previous year	$ 9,233,200	Rollover of unused capital budget
Bus Maintenance Facility	$35,747,200	Add Maintenance Facility Budget per Resolution 21-05
Other Capital Projects	$ 5,103,300	New Appropriation for Vine Trail, Imola Park and Ride and additional Equipment Upgrades
Total- Capital Appropriation	**$50,083,700**	
Total Amendments/Increase in Appropriation Request	**$61,064,900**	
Current (FY21) Appropriation	**$18,424,800**	
New Appropriation Amount	**$76,427,700**	

ALTERNATIVES

The Board could decide not approve the amended budget and annual appropriations increase, however, without an amended budget and new appropriation, several approved projects and programs will be postponed or suspended without the additional spending authority.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The budget establishes parameters for each expenditure and helps NVTA track expenses and report changes to the NVTA Board within the adopted appropriation limits providing oversight for such expenses.

ATTACHMENTS

(1) Resolution No. 21-24
(2) FY 2021 Carryover Balances and FY 22 Budget

RESOLUTION No. 21-24

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) AMENDING THE FY 2021-22 BUDGET TO INCREASE APPROPRIATIONS BY $61,074,800

WHEREAS, the Napa Valley Transportation Authority (NVTA) is designated the countywide transportation planning agency responsible for Highway, Streets and Roads, transit planning and programming, capital development, and project delivery within Napa County, and

WHEREAS, on an routine basis, the Board reviews and approves a budget for all transit services including fixed route, deviated route, paratransit, and other mobility services as well as NVTA administration and planning, and

WHEREAS, the bi-annual budget was front loaded in the first year with the expectation that unused balances will rollover in the successive year; and

WHEREAS, the NVTA Board of Directors has approved an operating budget for fiscal year 2020-21 with $13,434,900 in operating revenues and $15,362,800 in total operating expenditures, resulting in a $1,927,900 budgeted deficit for the year; and

WHEREAS, the NVTA Board of Directors has approved a capital budget for fiscal year 2020-21 at $9,789,200; and,

WHEREAS, the NVTA Board of Directors has approved Resolution 21-05 adopting a capital budget for the Vine Bus Maintenance Facility for $37,747,000; and,

WHEREAS, Since then, NVTA has received federal stimulus funds for transit operation and recovery efforts which will eliminate the budgeted deficit of $1,927,900 for fiscal year 2021-22; and

WHEREAS, several capital projects are entering the next phase of project delivery; and

WHEREAS, the amended FY 2021-22 budget will now be $26,344,000 in operating revenues and $26,344,000 in operating expenditure; and

WHEREAS, the modified FY 2021-22 capital budget will now be $50,083,706 in capital revenues and $50,083,706 in capital expenses which includes a budget of $35,474,000 for the Bus Maintenance Facility; and

WHEREAS, several contracts and projects are carryovers subsequent to the original adoption of the bi-annual budget, and

WHEREAS, the funding is available to NVTA, but an additional appropriation request is needed for the use of funds.

NOW, THERFORE, BE IT RESOLVED, that the Napa Valley Transportation and Authority amend the FY 2021-22 Budget and increase the appropriation of $10,981,100 for operations to $26,344,000 and $50,083,700 for capital projects for a total budget of $76,427,700.

BE IT FURTHER RESOLVED, that the Napa Valley Transportation and Authority authorizes the Executive Director or designee to take all necessary actions to secure indicated Federal, State, Regional, and Local resources, and to execute contracts with Member Agencies or funding entities as necessary.

Passed and Adopted the 20th day of October, 2021.

_____
Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

_____
Laura Sanderlin, NVTA Board Secretary

APPROVED:

_____
DeeAnne Gillick, NVTA Legal Counsel

Budgets - Consolidated CMA, Public Transit, TFCA

	FY21 - Approved Budget	FY21- Actuals (unaudited)	Carryover	FY22 - Approved Budget	FY22 New Budget
Revenues					
Transportation Development Act	4,926,600	4,869,408	1,804,941	6,170,800	7,975,741
State Funds (ie Caltrans)	10,947,000	5,139,020	2,639,532	2,120,000	4,759,532
Federal Funds- FTA/FHWA	10,147,400	5,559,049	5,022,887	3,191,900	8,214,787
Other-Governmental Agencies	1,635,300	533,558	2,136,140	656,300	2,792,440
Interest	98,500	73,641	-	99,800	84,800
Farebox	1,948,300	887,173	1,500,000	816,700	2,316,700
Charges for Services-Amcan	52,900	23,000	(53,100)	53,100	-
Charges for Service-Yountville	30,500	38,971	(31,300)	31,300	-
Charges for Services-St Helena	30,000	34,883	(30,000)	30,000	-
Charges for Services-Calistoga	65,000	38,125	(65,000)	65,000	-
Intrafund Transfers-In	200,000	318,140	-	200,000	200,000
Total Revenues	**30,081,500**	**17,514,968**	**12,924,100**	**13,434,900**	**26,344,000**
Expenses					
Salaries and Wages	1,770,900	1,738,997	126,900	1,905,900	2,032,800
Extra Help	200,000	4,728	-	200,000	200,000
401A Employer Contribution	24,500	17,470	-	24,500	24,500
Cell Phone Allowance	9,000	5,959	-	9,000	9,000
Medicare	42,300	23,650	-	42,300	42,300
Employee Insurance-Premiums	322,000	303,977	-	325,000	325,000
Workers Compensation	7,900	5,172	-	7,900	7,900
Retirement	151,800	337,562	185,800	168,000	353,800
Other Post Employment Benefits	39,000	41,000	2,000	40,000	42,000
Other Employee Benefits	3,700	4,025	-	53,700	53,700
Total for: Salaries and Benefits	2,622,000	2,484,657	314,700	2,776,300	3,091,000
Administration Services	5,000	2,429	-	5,000	5,000
Accounting/Auditing Services	84,900	101,842	-	84,900	84,900
Information Technology Service	145,000	124,880	36,200	150,000	186,200
ITS-Communication Services	25,000	22,786	-	25,800	25,800
Legal Services	56,000	140,214	45,000	56,000	101,000
Temporary/Contract Help	-	-	-	-	-
Consulting Services	17,357,200	4,944,127	9,637,300	1,019,400	10,656,700
Waste Disposal Services	18,900	11,922	-	19,100	19,100
Security Services	8,000	13,405	11,700	8,000	19,700
Landscaping Services	7,500	9,875	6,000	7,500	13,500
Purchased Transportation	8,648,400	7,726,002	465,900	9,082,800	9,548,700
Maintenance-Equipment	120,000	104,693	-	120,000	120,000
Maintenance-Buildings/Improvem	100,000	131,667	-	100,000	100,000
Maintenance-Software	115,500	139,934	40,000	115,500	155,500
Maintenance-Vehicles	57,000	104,566	-	57,000	57,000
Rents and Leases - Equipment	7,000	6,399	-	7,000	7,000
Rents and Leases - Bldg/Land	8,000	-	-	8,000	8,000
Insurance - Premiums	75,000	456,960	385,300	75,000	460,300
Communications/Telephone	25,000	18,985	2,100	25,000	27,100
Advertising/Marketing	104,500	69,720	-	114,500	114,500
Printing & Binding	31,000	44,450	-	31,000	31,000
Bank Charges	15,000	4,153	3,700	15,000	18,700
Publications & Legal Notices	8,000	17,194	700	8,000	8,700
Training/Conference Expenses	25,000	4,599	-	25,000	25,000
	15,000	233	-	15,000	15,000
Office Supplies	25,000	99,082	52,600	25,000	77,600
Freight/Postage	3,000	3,888	-	3,000	3,000
Books/Media/Periodicals/Subscr	6,000	10,826	-	6,000	6,000
Memberships/Certifications	50,000	70,722	-	50,000	50,000
Utilities - Electric	31,000	31,090	-	31,000	31,000
Utilities - Water	25,000	17,803	-	25,000	25,000
Fuel	946,000	824,488	(20,000)	1,021,000	1,001,000
Operations Contingency	-	-	-	-	-
Fuel Contingency	-	-	-	-	-
Total for: Services and Supplies	28,147,900	15,258,936	10,666,500	12,335,500	23,002,000
Intrafund Transfers Out (Allocated Labor)	246,500	318,140	-	251,000	251,000
Total for: Other Expenses	246,500	318,140	-	251,000	251,000
Total Expenditures	**31,016,400**	**18,061,732**	**10,981,200**	**15,362,800**	**26,344,000**
Net Change in Operations	**(934,900)**	**(546,764)**	**1,942,900**	**(1,927,900)**	**-**
Depreciation Expense	3,062,000	2,576,209	-	3,062,000	3,062,000

Budgets - Capital Projects

	FY21 - Draft Budget	FY21- Actuals	Carryover	FY22 - Draft Budget	FY22 New Budget
Revenues					
Sales and Use Tax - Captial	7,156,739	465,998	-	-	7,156,733
Federal-Other Funding	30,078,078	-	-	-	30,078,078
Other-Governmental Agencies	8,301,613	143,926	-	-	12,848,889
Total Revenues	**45,536,430**	**609,924**	**-**	**-**	**50,083,700**
Expenses					
Construction in Progress	38,947,230	412,292	-	-	48,399,700
Equipment	6,589,200	144,166	-	-	1,684,000
Capital Outlay Offset	-	-	-	-	-
Intrafund Transfers Out	-	-	-	-	-
Total for: Other Expenses	45,536,430	556,458	-	-	50,083,700
Total Expenditures	**45,536,430**	**556,458**	**-**	**-**	**50,083,700**
Net Surplus (Deficit)	**-**	**53,466**	**645**	**-**	**-**
Consolidated Budget	79,614,830	21,194,399	10,981,200	18,424,800	79,489,700

Budget Inputs - CMA & TFCA

		FY21 - Approved Budget	FY21- Actuals (unaudited)	Carryover	FY22 - Approved Budget	FY22 New Budget
	Revenues					
41400	Transportation Development Act	$1,746,100	$1,746,100	$0	$2,865,100	$2,865,100
43790	State Funds (ie Caltrans)	8,997,000	4,084,848	3,000,000	70,000	3,070,000
43890	Federal Funds- FTA/FHWA	6,936,200	899,264	3,537,100	790,000	4,327,100
43950	Other Org/Governmental Agencies	1,379,000	232,946	2,000,000	400,000	2,400,000
45100	Interest	20,000	16,569	-	20,000	20,000
46800	Local Contributions & Membership Fees/ TFCA Revenues	1,494,300	525,031	1,500,000	250,000	1,750,000
49900	Intrafund Transfers-In (Transit Timesheets & Overhead)	200,000	318,140	-	200,000	200,000
	Total Revenues	**$20,772,600**	**$7,822,898**	**$10,037,100**	**$4,595,100**	**$14,632,200**
	Expenses					
51100	Salaries and Wages	1,770,900	1,738,997	126,900	1,905,900	2,032,800
51110	Extra Help	200,000	4,728	-	200,000	200,000
51200	457 Employer Contribution	24,500	17,470	-	24,500	24,500
51205	Cell Phone Allowance	9,000	5,959	-	9,000	9,000
51300	Medicare/Employer Taxes	42,300	23,650	-	42,300	42,300
51400	Employee Insurance-Premiums	322,000	303,977	-	325,000	325,000
51405	Workers Compensation	7,900	5,172	-	7,900	7,900
51410	Unemployment Compensation	50,900	2,117	-	-	-
51600	Retirement	151,800	337,562	185,800	168,000	353,800
51605	Other Post Employment Benefits	39,000	41,000	2,000	40,000	42,000
51990	Other Employee Benefits	3,700	4,025	-	53,700	53,700
	Total for: Salaries and Benefits	$2,622,000	$2,484,657	$314,700	$2,776,300	$3,091,000
52100	Administration Services	5,000	2,429	-	5,000	5,000
52125	Accounting/Auditing Services	70,000	99,192	-	70,000	70,000
52130	Information Technology Service	145,000	88,665	-	150,000	150,000
52131	ITS-Communication Services	25,000	22,786	-	25,800	25,800
52140	Legal Services	55,000	140,214	45,000	55,000	100,000
52150	Temporary/Contract Help	-		-	-	-
52310	Consulting Services	17,357,200	4,944,127	9,637,300	1,019,400	10,656,700
52325	Waste Disposal Services	3,900	2,464	-	4,100	4,100
52335	Security Services	8,000	1,700	-	8,000	8,000
52340	Landscaping Services	7,500	3,900	-	7,500	7,500
52360	Construction Services	-	-	-	-	-
52490	Purchased Transportation	-	-	-	-	-
52500	Maintenance-Equipment	25,000	9,150	-	25,000	25,000
52505	Maintenance-Buildings/Improvem	75,000	123,784	-	75,000	75,000
52515	Maintenance-Software	50,000	63,619	-	50,000	50,000
52520	Maintenance-Vehicles	2,000	38,936	-	2,000	2,000
52600	Rents and Leases - Equipment	7,000	6,399	-	7,000	7,000
52605	Rents and Leases - Bldg/Land	-		-	-	-
52705	Insurance - Premiums	60,000	56,701	-	60,000	60,000
52800	Communications/Telephone	15,000	6,878	-	15,000	15,000
52810	Advertising/Marketing	40,000	7,913	-	40,000	40,000
52820	Printing & Binding	15,000	25,644	-	15,000	15,000
52825	Bank Charges	15,000	428	-	15,000	15,000
52830	Publications & Legal Notices	8,000	16,501	-	8,000	8,000
52900	Training/Conference Expenses	25,000	4,599	-	25,000	25,000
52905	Business Travel/Mileage	15,000	233	-	15,000	15,000
53100	Office Supplies	25,000	98,465	40,100	25,000	65,100
53110	Freight/Postage	3,000	3,888	-	3,000	3,000
53115	Books/Media/Periodicals/Subscr	6,000	10,826	-	6,000	6,000
53120	Memberships/Certifications	50,000	70,722	-	50,000	50,000
53205	Utilities - Electric	25,000	27,189	-	25,000	25,000
53220	Utilities - Water	12,000	10,276	-	12,000	12,000
53250	Fuel	1,000	102	-	1,000	1,000
	Operations Contingency	-		-	-	-
	Fuel Contingency	-		-	-	-
	Total for: Services and Supplies	$18,150,600	$5,887,730	$9,722,400	$1,818,800	$11,541,200
	Total Expenditures	**$20,772,600**	**$8,372,387**	**$10,037,100**	**$4,595,100**	**$14,632,200**
	Net Change in Operations	**-**	**(549,489)**	**-**	**-**	**-**

Budget Inputs - Consolidated: Vine Transit Services

		FY21 - Approved Budget	FY21- Actuals (unaudited)	Carryover	FY22 - Approved Budget	FY22 New Budget
	Revenues					
41400	Transportation Development Act	3,180,500	3,123,308	1,804,941	3,305,700	5,110,641
43790	State Transit Assistance	1,950,000	1,054,172	(360,468)	2,050,000	1,689,532
43890	Federal Funds- FTA	3,211,200	4,659,785	1,485,787	2,401,900	3,887,687
43950	Other-Governmental Agencies	256,300	300,612	136,140	256,300	392,440
45100	Interest	78,500	57,072	(15,000)	79,800	64,800
46800	Farebox	454,000	362,142	-	566,700	566,700
46810	Charges for Services-Amcan	52,900	23,000	(53,100)	53,100	-
46820	Charges for Service-Yountville	30,500	38,971	(31,300)	31,300	-
46825	Charges for Services-St Helena	30,000	34,883	(30,000)	30,000	-
46830	Charges for Services-Calistoga	65,000	38,125	(65,000)	65,000	-
	Total Revenues	**9,308,900**	**9,692,070**	**2,872,000**	**8,839,800**	**11,711,800**
	Expenses					
52125	Accounting/Auditing Services	14,900	2,650	-	14,900	14,900
52130	Information Technology Service	-	36,215	36,200	-	36,200
52140	Legal Services	1,000	-	-	1,000	1,000
52325	Waste Disposal Services	15,000	9,458	-	15,000	15,000
52335	Security Services	-	11,705	11,700	-	11,700
52340	Landscaping Services	-	5,975	6,000	-	6,000
52490	Purchased Transportation	8,648,400	7,726,002	465,900	9,082,800	9,548,700
52500	Maintenance-Equipment	95,000	95,543	-	95,000	95,000
52505	Maintenance-Buildings/Improvem	25,000	7,883	-	25,000	25,000
52515	Maintenance-Software	65,500	76,315	40,000	65,500	105,500
52520	Maintenance-Vehicles	55,000	65,630	-	55,000	55,000
52605	Rents and Leases	8,000	-	-	8,000	8,000
52705	Insurance - Premiums	15,000	400,259	385,300	15,000	400,300
52800	Communications/Telephone	10,000	12,107	2,100	10,000	12,100
52810	Advertising/Marketing	64,500	61,807	-	74,500	74,500
52820	Printing & Binding	16,000	18,806	-	16,000	16,000
52825	Bank Charges	-	3,725	3,700	-	3,700
52830	Publications & Legal Notices	-	693	700	-	700
53100	Office Supplies	-	617	12,500	-	12,500
53205	Utilities - Electric	6,000	3,901	-	6,000	6,000
53220	Utilities - Water	13,000	7,528	-	13,000	13,000
53250	Fuel	945,000	824,386	(20,000)	1,020,000	1,000,000
	Total for: Services and Supplies	9,997,300	9,371,205	944,100	10,516,700	11,460,800
57900	Intrafund Transfers Out (Allocated Labor)	246,500	318,140		251,000	251,000
	Total for: Other Expenses	246,500	318,140	-	251,000	251,000
	Total Expenses	**10,243,800**	**9,689,345**	**944,100**	**10,767,700**	**11,711,800**
	Net Change in Operations	**(934,900)**	**2,725**	**1,927,900**	**(1,927,900)**	**-**
54600	Depreciation Expense	3,062,000	2,576,209	-	3,062,000	3,062,000

Budget Inputs - Capital Projects

		FY21 - Approved Budget	FY21- Actuals (unaudited)	Carryover	FY22 - Approved Budget	FY22 New Budget
	Revenues					
41410	Transportation Dev Act Funds	7,156,739	465,998	-	-	7,156,733
43890	Federal-Other Funding	30,078,078	-	-	-	30,078,078
43950	Other-Governmental Agencies	8,301,613	143,926	-	-	12,848,889
	Total Revenues	**45,536,430**	**609,924**	**-**	**-**	**50,083,700**
	Expenses					
55200	Construction in Progress	38,947,230	412,292	-	-	48,399,700
55400	Equipment	6,589,200	144,166	-	-	1,684,000
55900	Capital Outlay Offset	-	-	-	-	-
57900	Intrafund Transfers Out	-	-	-	-	-
	Total for: Other Expenses	**45,536,430**	**556,458**	**-**	**-**	**50,083,700**
	Total Expenditures	**45,536,430**	**556,458**	**-**	**-**	**50,083,700**
	Net Surplus (Deficit)	**-**	**53,466**	**-**	**-**	**-**

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

October 20, 2021
NVTA Agenda Item 9.1
Continued From: New
Action Requested: APPROVE

Meeting Minutes
NVTA Board of Directors

Monday, September 13, 2021 **10:00 AM**

*******SPECIAL BOARD MEETING*******
Westin Verasa
1314 McKinstry St., Napa CA 94558

1. Call to Order

Chair Pedroza called the meeting to order at 10:09am.

2. Pledge of Allegiance

Pledge of Allegiance was led by Director Dunbar.

3. Roll Call

Leon Garcia
Chris Canning
Alfredo Pedroza
Paul Dohring
Mark Joseph
John F. Dunbar
Kerri Dorman
Belia Ramos
Geoff Ellsworth
Liz Alessio
Scott Sedgley
Gary Kraus
Doug Weir

4. Adoption of the Agenda

Motion MOVED by JOSEPH, SECONDED by ALESSIO to APPROVE adoption of the agenda. Motion carried by the following vote:

Aye: 22 - Garcia, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, Alessio, and Sedgley

Absent: 2 - Canning, Kraus, and Weir

5. Public Comment

None

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

ABAG Update
Director Ramos provided an update on recent activities

MTC Update
Chair Pedroza provided an update on recent MTC activites

7. Director's Update

Director Miller reported:
-Introduced new NVTA staff member Victoria Ortiz
-Vine Transit Maintenance Facility bid update
-Napa Valley Forward Public Outreach Meeting on September 22, 2021
-Imola Park and Ride Groundbreaking Event on September 20, 2021
-Update on mask mandate

8. CONSENT AGENDA ITEMS (8.1-8.2)

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

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

Absent: 1 - Kraus, and Weir

8.1 Meeting Minutes of August 18, 2021 (Laura Sanderlin) (Pages 7-10)

Attachments: Draft Minutes

8.2 Resolution No. 21-23 Extending the Metropolitan Transportation Commission (MTC) Clipper START Means-Based Transit Fare Pilot Program (Antonio Onorato) (Pages 11-16)

Attachments: Staff Report

9. REGULAR AGENDA ITEMS

9.1 Modifications of Transit Operations Services Agreement No. 21-12 with Transdev Services Inc. (Antonio Onorato) (Pages 17-21)

Attachments: Staff Report

Motion MOVED by JOSEPH, SECONDED BY SEDGLEY to APPROVE Item 9.1, making modifications to the Transit Operations Services Agreement No. 21-12 with Transdev services Inc. Motion carried by the following vote:

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

Absent: 1 - Kraus, and Weir

10. FUTURE AGENDA ITEMS

None

11. ADJOURNMENT

Chair Pedroza adjourned the meeting at 10:29am.

11.1 Approval of Next Regular Meeting Date of October 20, 2021 and Adjournment

_____

Laura M. Sanderlin, NVTA Board Secretary

October 20, 2021
NVTA Agenda Item 9.2
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Annual Election of Chair and Vice Chair

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the second of a two year term for Chair Alfredo Pedroza and Vice Chair Liz Alessio.

EXECUTIVE SUMMARY

The second term for Chair and Vice Chair would begin July of this year and be completed in June 2022. Under Board bylaws a nominating subcommittee for the next Chair and Vice Chair would be appointed in May 2022.

FISCAL IMPACT

None

October 20, 2021
NVTA Agenda Item 9.2
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Memo

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov

SUBJECT: Annual Election of Chair and Vice Chair

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the second of a two year term for Chair Alfredo Pedroza and Vice Chair Liz Alessio.

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVTA 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 successors 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.

The second term for Chair and Vice Chair would begin July of this year and be completed in June 2022. Under Board bylaws a nominating subcommittee for the next Chair and Vice Chair would be appointed in May 2022.

ALTERNATIVES

The Board could decide not to approve another term for Chair Pedroza and Vice Chair Alessio which would leave the positions vacant and not in accordance with bylaws, and a new Chair and Vice Chair would need to be appointed.

October 20, 2021
NVTA Agenda Item 9.3
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Citizen Advisory Committee (CAC) Member Appointment

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointment of Scott Owen to NVTA's CAC representing the Town of Yountville.

EXECUTIVE SUMMARY

Board action would appoint Scott Owens to serve a 2 year term on the CAC. Mr. Owens is a regular Vine Route 29 commuter and has previously served on the CAC. City/Town/County members are appointed by their respective Councils or Board of Supervisors whichever is applicable before being approved by the NVTA Board. The Town of Yountville Council approved Mr. Owen's appointment at its October 5th meeting.

FISCAL IMPACT

None

October 20, 2021
NVTA Agenda Item 9.3
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov

SUBJECT: Citizen Advisory Committee (CAC) Member Appointment

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board appoint Scott Owens to the CAC for a two (2) year term representing the Town of Yountville.

COMMITTEE RECOMMENDATION

None

BACKGROUND

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

The CAC has 12 members and 7 vacancies. NVTA staff is actively recruiting to fill vacant positions. These include members representing the City of St. Helena, the City of Calistoga, the Town of Yountville, Agriculture, Environmental Interest, and Active Transportation. If appointed, Mr. Owens would fill the Town of Yountville vacancy.

City/Town/County members are appointed by their respective Councils or Board of Supervisors whichever is applicable before being approved by the NVTA Board. The Town of Yountville approved Mr. Owen's appointment at the October 5 meeting.

ALTERNATIVES

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

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

ATTACHMENTS

(1) Scott Owens Application

Town of Yountville
Committee Application Form

First Name:	Middle Initial:	Last Name:
Scott	J	Owens
Home Address:	**Home Address Line 2:**	
[redacted]		
City:	**State:**	**Postal Code:**
Yountville	CA	94599
Primary Phone:	**Alternate Phone:**	**Email Address:**
[redacted]	() -	[redacted]

NVTA - CITIZEN ADVISORY COMMITTEE
Yountville Representative

Employer:
California Health Care Foundation

Job Title:
Executive Assistant to CEO

Interests & Experiences

Do you currently live in Yountville? Yes

Are you a Yountville Business Owner? No

Are you registered to vote in Yountville? Yes

Why do you want to serve on this Board, Commission, or Committee?
I see an opportunity to represent the residents of Yountville in the policy decisions related to local and regional transportation networks.

What do you perceive is the role of this Board, Commission, or Committee?
The NVTA Citizen Advisory Committee (CAC) examines issues related to all modes of transportation with a goal of updating transportation infrastructure and improving the health and wellbeing of our community. The citizen advisor is a conduit between (among) Yountville residents, workforce, and visitors and the Yountville Town Council and NVTA staff and board, to inform decisionmakers about concerns and visions for public transportation systems, including the Yountville Trolley. CAC members,

collectively, help NVTA staff develop important countywide transportation plans and projects.

How would you represent the interests of the community?
I will listen to residents, passengers, and neighbors and then inform fellow CAC members and NVTA staff of those transportation-related concerns and preferences at regular meetings of the NVTA CAC.

What strengths/expertise/special skills would you bring to the Board, Commission, or Committee?
I use the NVTA Regional bus system (VINE 29) as my main mode of commute transportation from Yountville to Oakland (since 2014); I am familiar and experienced with the regional network, including ferry services, trains (Amtrak and BART), and airport connections (SFO and OAK). I have a keen sense of customer service, and I understand the importance of a reliable and accurate timetable for the transit system that serves Napa County — from Calistoga to American Canyon — and the forum that the Citizen Advisory Committee creates at its regular meetings to exchange information among stakeholder representatives, to share residents'/passengers' concerns, to enhance, improve—and introduce—the public transportation systems available to residents of Napa County, especially Yountville.

Please describe your previous community service and volunteer experience.
• Napa County Library Commission, Yountville Representative 2014–2021 • Napa Valley Transportation Authority Citizen Advisory Committee, Yountville Representative 2018–2020 • Town of Yountville Community Foundation, Member, Board of Directors 2021–present • COVID-19 testing and vaccination clinics (Napa and Yountville sites) December 2020, April 2021 • Leadership Napa Valley, Graduated Class 31 / 2018; event planning committee • San Francisco SPCA adoption center, shelter dog socialization and training

Anything else you would like to tell us?
Thank you for the opportunity to present my qualifications for this position.

Name, Addresses and Phone numbers of three (3) individuals familiar with your background (Please do not use council members as references).
Ms. Sarita Lopez, Oakville, CA [redacted] Dr. Sandra Hernandez, California Health Care Foundation, [redacted] Mr. James Head, East Bay Community Foundation, [redacted]

Read & Agreed to Application Disclosures? Certified/Agreed

Date: 2021-09-10 **Signature:** Scott J. Owens Jr.

October 20, 2021
NVTA Agenda Item 9.4
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Easement Deeds to Pacific Gas and Electric (PG&E) on Parcel 057-250-037-000

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and take all actions necessary to grant Easement Deeds to Pacific Gas and Electric for parcel 057-250-037-000.

EXECUTIVE SUMMARY

On November 19, 2019, the NVTA Board took two actions (1) approve the Electric Vehicle (EV) Fleet Program Terms and Conditions and (2) authorize the Executive Director to execute and take all actions necessary to grant Easement Deeds Pacific Gas and Electric for parcels 057-250-025-000 and 057-250-036-000. Since that time NVTA acquired parcel 057-250-037-000 and a PG&E easement is also needed across this property to upgrade the power running to the new Vine Bus Maintenance Facility on parcels 057-250-025-000 and 057-250-036-000.

FISCAL IMPACT

None

October 20, 2021
NVTA Agenda Item 9.4
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Rebecca Schenck, Program Manager - Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov

SUBJECT: Easement Deeds to Pacific Gas and Electric (PG&E) on Parcel 057-250-037-000

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and take all actions necessary to grant Easement Deeds Pacific Gas and Electric for parcel 057-250-037-000 (Attachment 1).

COMMITTEE RECOMMENDATION

None

BACKGROUND

In September of 2016, NVTA purchased two parcels (057-250-036-000 and 057-250-025-000) in the Napa Valley Gateway Business Park to build the Vine Transit Maintenance Facility. NVTA is completing its funding package in order to begin construction and the Board will take action on the construction contract at the Board meeting today. Then in February 2020, NVTA purchased an adjacent parcel 057-250-037-000.

The EV Fleet ready program provides an incentive to offset the infrastructure costs. PG&E invited NVTA to participate in this program. NVTA qualified for total of up to $408,000 to cover the cost of NVTA owned electric charging infrastructure. One of the requirements of this program is that NVTA grant PG&E an easement across NVTA's parcels. NVTA already authorized the Executive Direct to execute easements across 057-250-036-000 and 057-250-025-000 and now the Board needs to complete a similar action for 057-250-037-000. The details of this standard PG&E easement are included as Attachment 1. This rebate will help offset NVTA's additional costs associated with fleet electrification.

The easement has been reviewed by legal counsel and is consistent with Government Code section 25526.6 related to counties granting easements. This code section allows for the grant of an easement without following the typical notice and procedure requirements given (1) that the conveyance is in the public interest, and (2) the grant of the easement will not substantially conflict or interfere with NVTA's use of the property.

ALTERNATIVES

Should the Board decide not to grant this easement, NVTA will not be able to participate in the PG&E EV Fleet Program. NVTA would need to fund the total cost of infrastructure necessary to charge electric vehicles on the NVTA owned parcels without PG&E's financial assistance and find a way to reroute the upgraded electrical lines to the Vine Bus Maintenance Facility. NVTA will receive at rebate from PG&E of a maximum of $408,000 for up to 12 vehicles and chargers over five (5) years form the EV Fleet Ready Program.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 5 – Minimize the energy and other resources required to move people and goods. Participation in the EV Fleet Program will help to offset NVTA's costs for the electric infrastructure needed to charge electric buses. The California Air Resource Board reports that electric buses will reduce the energy consumption.

ATTACHMENT

(1) Pacific Gas and Electric Company Easement Deed

ATTACHMENT 1
NVTA Agenda Item 9.4
October 20, 2021

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911)
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2404-04- EASEMENT DEED

NAPA VALLEY TRANSPORTATION AUTHORITY, a Joint Powers Agency,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the unincorporated area of the County of Napa, State of California, described as follows:

(APN 057-250-037)

The parcel of land conveyed by Sonoma Valley Transport Inc. to Grantor by deed dated February 5, 2020 and recorded as Document No. 2020-0004485, Napa County Records.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; electric vehicle charging supply equipment, bollards and/or curbs or other associated safety equipment, associated signage; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing Number 31485173-3 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

In the event upon termination of the electric vehicle charging station contract as set forth in said terms and conditions, Grantee shall upon written demand therefor execute and deliver to Grantor a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Grantor's expense.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

In exercising its easement rights hereunder, Grantee shall not unreasonably interfere with, disrupt, or materially adversely affect Grantor's business operations or access rights at the property owned by Grantor.

Dated: _____, _____.

NAPA VALLEY TRANSPORTATION AUTHORITY, a Joint Powers Agency

By _____

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the _____ authorizing the foregoing grant of easement.

By_____

.

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

State of California
County of _____)

On _____, before me, _____,
Here insert name and title of the officer

personally appeared _____

_____,

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

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

WITNESS my hand and official seal.

_____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

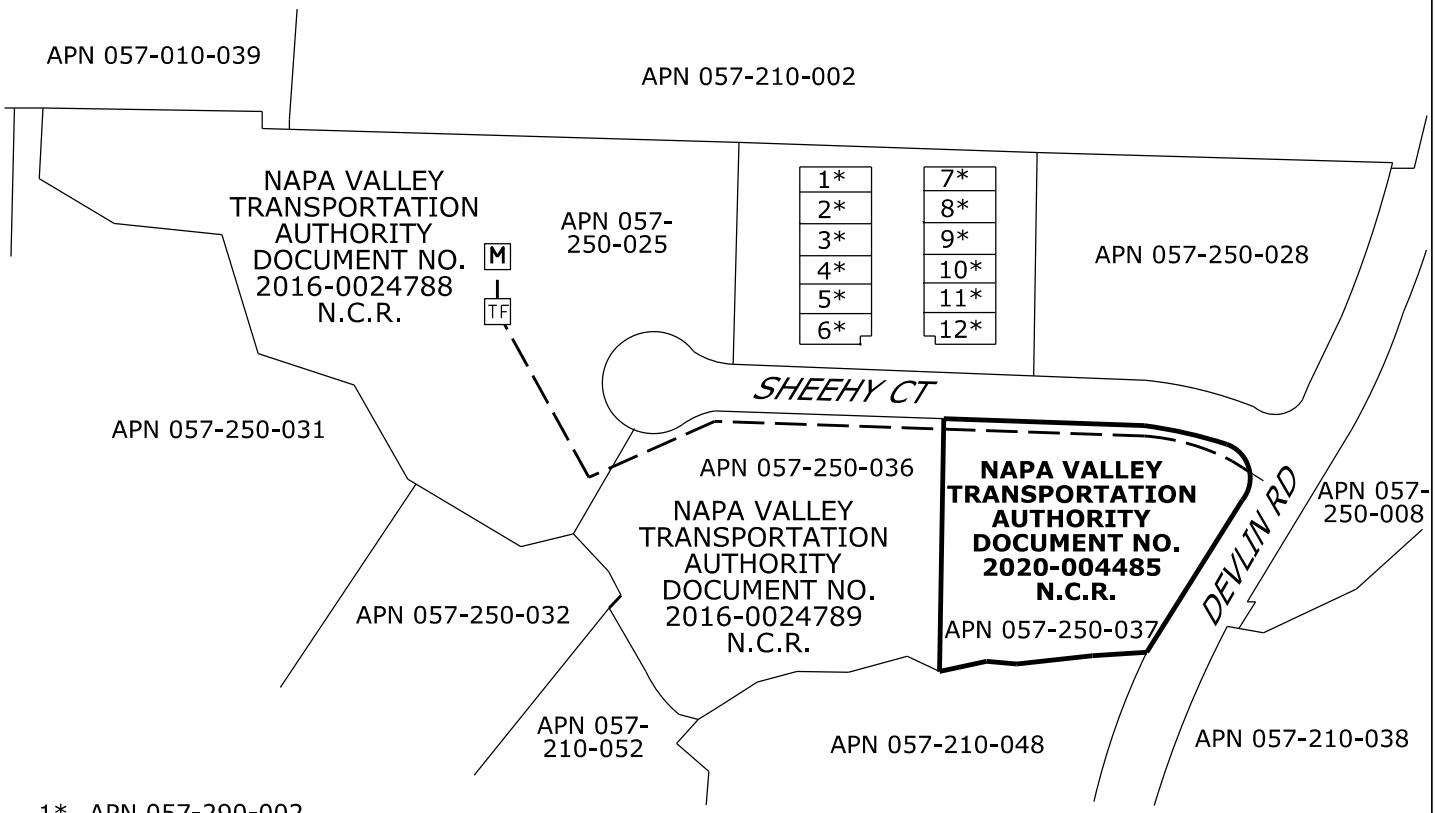
[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

LEGEND

- - - - - -	ELECTRIC FACILITIES
———	SUBJECT PARCEL
M	ELECTRIC METER
TF	ELECTRIC TRANSFORMER
— — —	CENTERLINE OF ALIGNMENT OF FACILITIES
N.C.R.	NAPA COUNTY RECORDS



1* APN 057-290-002
2* APN 057-290-003
3* APN 057-290-004
4* APN 057-290-005
5* APN 057-290-006
6* APN 057-290-007
7* APN 057-290-013
8* APN 057-290-012
9* APN 057-290-011
10* APN 057-290-010
11* APN 057-290-009
12* APN 057-290-008

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES

Applicant: NAPA VALLEY TRANSPORTATION AUTHORITY 101 SHEEHY CT, NAPA				SCALE NOT TO SCALE	DATE 05/01/20
SECTION NW/NW/1	TOWNSHIP 4N	RANGE 4W	MERIDIAN MDM	COUNTY OF: NAPA	CITY OF: NAPA
				F.B.: N/A DR.BY: LC	CH.BY: PRFB
PLAT MAP REFERENCES	ELECTRIC NN3913			PG&E	NORTH BAY DIVISION	31485173 AUTHORIZ	31485173-3 DRAWING NO.

Attach to LD: 2404-04-
Area, Region or Location: 7; North Bay Division
Land Service Office: Fresno
Line of Business: Electric Charging Station (95), Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 24.04.04.02.11
FERC License Number: N/A
PG&E Drawing Number: 31485173-3
Plat No.: NN9313
LD of Affected Documents: N/A
LD of Cross-Referenced Documents: N/A
Type of interest: Communication Easements (6), Electric Underground Easements (4), Utility Easement (86)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 31485173
JCN: N/A
County: Napa
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: LC
Checked By: PRFB

October 20, 2021
NVTA Agenda Item 9.5
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Caltrans Local Assistance Procedures Manual

STAFF RECOMMENDATION

That the NVTA Board adopt Resolution 21-25 updating the Local Assistance Procedures Manual Chapter 10: Consultant Selection under Caltrans' Master Agreement.

EXECUTIVE SUMMARY

Caltrans Division of Local Assistance (DLA) has updated Chapter 10 of the Local Assistance Procedure Manual and NVTA, as a local public agency (LPA) is required to adopt the updated policy to meet the requirements of the Caltrans' Master Agreement and to avoid the loss of funds and/or incur other sanctions. Policies and procedures for the selection of Architecture and Engineering (A&E) firms currently reside in the Local Assistance Procedures Manual (LAPM) Chapter 10 Consultant Selection (Section 10.1: Federally Funded A&E Contracts). LPAs accept the terms of these policies when receiving federal funds from DLA, and by signing the Master Agreement for Federal-Aid Projects.

FISCAL IMPACT

None

October 20, 2021
NVTA Agenda Item 9.5
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Alberto Esqueda, Senior Planner
(707) 259-5976 / Email: aesqueda@nvta.ca.gov

SUBJECT: Approval of Resolution No. 21-25 Adopting Caltrans Local Assistance Procedures Manual chapter 10: Consultant Selection

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RECOMMENDATION

That the NVTA Board approve Resolution 21-25 (Attachment 1) adopting Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection under Caltrans' Master Agreement.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Title 23 Code of Federal Regulations Part 172 (23 CFR 172) allows Caltrans Division of Local Assistance (DLA) to prescribe the policies and procedures for engineering and design and related services consultant selection, also known as Architectural and Engineering (A&E) consultant selection. Local Public Agencies (LPAs) are responsible for adopting the written policies and procedures prescribed by the State Transportation Agency (STA), the agency that is responsible for administering Federal Highway Administration funds and overseeing the Caltrans' functions. Non-compliance can result in a loss of funds and/or incur other sanctions. Chapter 10 of the Local Assistance Manual is 77 pages long and therefore not attached to this memo. The full document can be accessed at: Local Assistance Procedures Manual (LAPM) | Caltrans

ALTERNATIVES

The Board could decide to not adopt Caltrans' policies and procedures; however if DLA's policies and procedures are not adopted, NVTA would receive an audit finding by the

Independent Office of Audits and Investigations (IOAI) which may result in loss of existing funds as well as jeopardize future opportunities to receive federal and state funds.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3. Use taxpayer dollars efficiently.

Goal 6. Prioritize the maintenance and rehabilitation of the existing system.

ATTACHMENT(S)

(1) Resolution No. 21-25

RESOLUTION No. 21-25

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) ADOPTING CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10: CONSULTANT SELECTION

WHEREAS, the NVTA is responsible for constructing transportation projects that are state and federally funded; and

WHEREAS, in order to comply with the Federal regulations and due to limited staffing and expertise, certain services including Architectural and Engineering (A&E) are contracted out to qualified firms; and

WHEREAS, the Federal regulations set forth standards for procuring and administering A&E contracts; and

WHEREAS, the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 31.201-3); and

WHEREAS, pursuant to 23 CFR 172.5 (b), local agencies shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A);and

WHEREAS, the provision 23 CFR 172.5 (b)(1) requires local agencies to adopt written policies and procedures for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures to be utilized by local agencies in the procurement and management of A&E contracts on state and federal funded transportation projects to ensure compliance with applicable Federal and State laws and regulations and to maintain eligibility for Federal-Aid reimbursement; and

WHEREAS, the NVTA of has developed additional policies, dated , to ensure avoidance of conflict of interests in the performance of A&E services for state and federal funded transportation projects; and

WHEREAS, the NVTA of desires to adopt Caltrans's LAPM Chapter 10 and the NVTA's conflict of interest policies for compliance with Federal regulations on the procurement and administration of A&E contracts.

NOW, THEREFORE, BE IT RESOLVED by the NVTA Board of Directors as follows:

Section 1. The above recitals are true and correct findings of the Board of Directors.

Section 2. The Local Assistance Procedures Manual, Chapter 10, Consultant Selection dated or as amended in future updates, is approved and adopted.

Section 3. The A&E Services Administration and Procurement Policies developed by the NVTA for State and Federal Funded Projects dated, are approved and adopted.

Section 4. Authorizes the Executive Director to approve amendments to the NVTA's adopted A&E Services Administration and Procurement Policies in consultation with the Federal Highways Administration.

Passed and Adopted the 20th day of October, 2021.

_____
Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

_____
Laura Sanderlin, NVTA Board Secretary

APPROVED:

_____
DeeAnne Gillick, NVTA Legal Counsel

October 20, 2021
NVTA Agenda Item 9.6
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2021-22 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 21-26 authorizing the Executive Director to execute a Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for Fiscal Year (FY) 2021-22 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the amount of $91,000.

EXECUTIVE SUMMARY

The agency annually submits an application for Planning, Programming and Monitoring (PPM) funds. NVTA will use the PPM STIP allocation funds to meet the requirements for planning, programming and monitoring of STIP projects in Napa County.

FISCAL IMPACT

NVTA will receive $91,000 in PPM funds in reimbursable expenses monitoring STIP projects.

October 20, 2021
NVTA Agenda Item 9.6
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov

SUBJECT: Approval of Resolution No. 21-26 Authorizing the Executive Director to Execute Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2021-22 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program

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RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 21-26 (Attachment 1) authorizing the Executive Director to execute a Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for Fiscal Year (FY) 2021-22 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the amount of $91,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Each year, PPM funding is provided to regional transportation planning agencies to assist with the cost to prepare the county STIP program, to perform oversight of projects receiving STIP funding, and to perform project development support activities for STIP projects.

ALTERNATIVES

The Board may choose to forego the funding, in which case, the agency would need to use general funds to support oversight of STIP projects.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The use of PPM funds to oversee STIP projects minimizes the loss of state funding and ensures that projects are delivered expeditiously.

ATTACHMENT

(1) Resolution No. 21-26
(2) STIP PPM Program Fund Transfer Agreement

RESOLUTION No. 21-26

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE FUND TRANSFER AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR FY 2021-22 STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) PLANNING, PROGRAMMING AND MONITORING (PPM) PROGRAM

WHEREAS, the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) Program; and

WHEREAS, NVTA is eligible to receive STIP funding through Caltrans in the amount of $91,000 for FY 2021-22 PPM22-6510(006); and

WHEREAS, NVTA will use these funds to meet the local requirements for program planning, programming, and monitoring STIP projects in Napa County; and

WHEREAS, Caltrans has requested the NVTA to execute fund transfer agreements in order to receive the STIP funds:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Napa Valley Transportation Authority that the Executive Director is authorized to execute fund transfer agreements and any amendments thereto with Caltrans to receive FY 2021-22 funds for STIP Planning, Programming and Monitoring Program;

BE IT FURTHER RESOLVED that NVTA agrees to comply with all terms and conditions of the fund transfer agreement.

Passed and adopted this 20th day of October, 2021.

_____
Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

_____
Laura M. Sanderlin, NVTA Board Secretary

APPROVED:

_____
DeeAnne Gillick, NVTA Legal Counsel

STIP PLANNING, PROGRAMMING & MONITORING PROGRAM FUND TRANSFER AGREEMENT

Project Number: PPM22-6510(006)
Agreement Number: PPM22-6510(006)

Location: 04-NAP-0-NVTA
AMS Adv ID:0421000419
PPNO: 1003E

THIS AGREEMENT, effective on July 1, 2021 is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and Napa Valley Transportation Authority, a local public agency, hereinafter referred to as ADMINISTERING AGENCY.

WHEREAS the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM), and

WHEREAS PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents, hereinafter referred to as PPM PROJECT, and

WHEREAS the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code:

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. As authorized by Section 14527(h) of the Government Code to release to the ADMINISTERING AGENCY for its PPM PROJECT in an amount not to exceed $91,000.00 from monies appropriated for the PPM Program as follows:

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer | Date 10/5/21 | $ 91,000.00

2. To pay the ADMINISTERING AGENCY a single lump sum payment upon final execution of this AGREMENT and the receipt of an original and two copies of a signed initial invoice in the proper form from ADMINISTERING AGENCY in the amount shown in Section 1, Article (1) as promptly as state fiscal procedures will permit.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY pursuant to the provisions of State and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To use all state funds paid hereunder only for eligible PPM specific work activities as defined in Attachment A to this AGREEMENT.

2. To use all state funds paid hereunder only for those transportation purposes that conform to Article XIX of the California State Constitution.

3. To prepare and submit to STATE an original and two copies of signed invoice for payment.

4. To prepare a Final Project Expenditure Report including a final invoice reporting actual costs expended in accordance with Attachment A and submit that Report and invoice no later than 60 days following the completion of expenditures. These allocated PPM funds are available for expenditure until June 30, 2024. The Final Report of Expenditures must state that the PPM funds were used in conformance with Article XIX of the California State Constitution and for PPM purposes as defined in this Agreement. Three copies of this report shall be submitted to STATE.

5. COST PRINCIPLES
A) To comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC. The implementation of the Supercircular will cancel 49 CFR, Part 18.

6. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

7. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

8. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY'S contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

9. TRAVEL AND SUBSISTENCE

Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Administering Agency is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this AGREEMENT are subject to the availability of the state funds.

2. Eligible expenditures under this AGREEMENT shall be from the effective date of allocation to June 30, 2024.

3. In the event that ADMINISTERING AGENCY fails to implement or complete the PPM program commenced under this Agreement, fails to perform any of the obligations created by this agreement or fails to comply with applicable State laws and regulations, STATE reserves the right to terminate funding for the PPM program or portions thereof, upon written notice to ADMINISTERING AGENCY. An audit may be preformed as provided in Section II, Article (4) of this agreement.

4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

5. As a condition of acceptance of the State funds provided for under this Agreement, ADMINISTERING AGENCY will abide by all State policies and procedures pertaining to the PPM Program.

6. This Agreement shall terminate on December 31, 2024.

STATE OF CALIFORNIA
Department of Transportation

By: _____
Office of Project Implementation
Division of Local Assistance
Date: _____

Napa Valley Transportation Authority

By: _____
Title:_____
Date: _____

Attest: _____
Title: _____

Under 300K

Attachment to PPM Agreement Letter

The agency shall prepare a PPM plan, which will become a part of the Fund Transfer Agreement, titled Attachment A.

This plan is a one or two page summary outline of the major activities and, where appropriate, sub activities that will be accomplished with the current year PPM fund allocation. The plan shall outline the specific activities the Agency plans to implement. Indicate the approximate time period and cost for each major activity.

Funds may be moved between the elements. It is expected that work will be accomplished for each element and any revisions will be discussed in the Final Report of Expenditures.

Indicate if this is a single or multi-year plan for this specific allocation and the anticipated date of completion of all expenditures.

Fund allocations for future years should not be requested until this plan's expenditures are near completion.

Expenditures must be completed no later than two years after the fiscal year of allocation.

A Final Report of Expenditures is required within 60 days of completion of expenditures. Current or future allocations may be terminated if this report is not prepared in a timely manner. Unexpended funds shall be returned to the State.

A very simple plan is illustrated below. Details of a plan should be consistent with the activities proposed and funding received.

Attachment A XYZ RTPA

STIP Planning, Programming and Monitoring Activities Plan (FY 2009/2010)

Activity	Time Period	Cost($1,000)
A. Prepare/Review Project Study Reports	9/02-4/03	$10
B. RTIP Amendment Project Review/Programming	2/02-5/03	$5
C. STIP Amendment Processing/CTC Coordination	5/02-6/02	$5
D. Monitoring Implementation	9/02-6/03	$10
Total		$30

Anticipated Completion date 6/30/13

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rev 08/13/2012

October 20, 2021
NVTA Agenda Item 9.7
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2022

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2022.

EXECUTIVE SUMMARY

On February 17, 2021 the NVTA Board approved the expenditure plan and opened a call for projects for the TFCA Program Manager Funds which closed on March 19, 2021. One project was submitted by the City of Napa for FYE 2022, no projects were submitted for FYE 2023 or FYE 2024. NVTA is proposing to use the remaining portion of the 2022 TFCA funds for the City of St. Helena Main Street Pedestrian Improvements project.

FISCAL IMPACT

TFCA eligible projects totaling $207,189 (including administrative costs) will be funded with FYE 2022 TFCA Program Manager Funds.

Table 1: Proposed FYE 2022 TFCA Program Manager Projects

FYE 2022 TFCA Expenditures	**Amount**
Administration Costs for FYE 2022	$17,485
City of Napa-Westwood Sidewalk Project	$40,360
City of St. Helena-Main St. Sidewalk Project	$149,344
TOTAL	**207,189**

*FYE 2022 funds must be programmed no later than November 1, 2021.

October 20, 2021
Agenda Item 9.7
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Memo

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Diana Meehan, Senior Program Planner/Administrator
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SUBJECT: Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2022

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2022.

COMMITTEE RECOMMENDATION

The Technical Advisory Committee (TAC) made the recommendation at their October 7, 2021 meeting that the NVTA Board adopt the TFCA Program Manager Projects List for Fiscal Year Ending (FYE) 2022.

BACKGROUND

The Transportation Fund for Clean Air (TFCA) is a grant program, funded by a $4 surcharge on motor vehicles registered in the Bay Area. This generates approximately $22 million per year in revenues. The purpose of the TFCA program is to provide grants to implement the most cost-effective projects in the Bay Area that will decrease motor vehicle emissions, and thereby improve air quality. Forty percent of the DMV funds generated in Napa are returned to the NVTA for distribution to local projects. The remaining sixty percent is allocated by the BAAQMD under the Regional Program. Projects must have an air quality benefit and be cost effective. Air District rules and statutes only allow funds to be retained for two years unless an extension is requested. Bicycle projects are not allowed an extension and funds programmed to bicycle projects must be expended in two years.

NVTA adopts a list of projects annually to be funded by the TFCA Program Manager funds. In 2018, staff proposed programming TFCA funds for a three-year cycle similar to the State Transportation Improvement Program (STIP) in order aid in local planning

processes. The first three-year programming cycle was successful because jurisdictions submitted project applications for the first year, and NVTA had larger capital projects that were eligible for TFCA in the outer two years of the cycle. However, in this cycle, only a single application was received requesting funds in the first year, and no requests were made for the outer years. Staff reviewed existing projects within the county that have funding shortfalls, and is recommending programming the remaining FYE 2022 funds to the City of St. Helena Main Street Sidewalk Project. If the additional funds are not programmed, Napa County may lose them to another county.

The TFCA program can fund a wide range of project types, including the construction of new bicycle lanes; shuttle and feeder bus services to train stations; ridesharing programs to encourage carpool and transit use; bicycle facility improvements such as bicycle racks and lockers; electric vehicles and electric vehicle infrastructure; and arterial management projects that reduce traffic congestion such as signal interconnect projects.

The proposed final list of projects for FYE 2022 is shown in Table 1 below. Projects have undergone a cost effective analysis and are eligible to receive funds. Approved projects must be submitted to the BAAQMD by November 1, 2021 to meet the programming deadline. If funds are not programmed by the Air District deadline, funds may be reprogrammed to another county.

Table 1: Proposed FYE 2022 TFCA Program Manager Projects

FYE 2022 TFCA Expenditures	**Amount**
Administration Costs for FYE 2022	$17,485
City of Napa-Westwood Sidewalk Project	$40,360
City of St. Helena-Main St. Sidewalk Project	$149,344
TOTAL	**207,189**

*FYE 2022 funds must be programmed no later than November 1, 2021.

ALTERNATIVES

The Board could decide not to approve the program of projects TFCA FYE 2022 and Napa County funds may be apportioned to another county.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

ATTACHMENT

(1) FYE 2022 TFCA Application

Project Information Form

A. Project Number: 22NAP01

B. Project Title: Westwood Avenue Sidewalk Improvements

C. Project Category (project will be evaluated under this category): 9b.

D. TFCA County Program Manager Funds Allocated: $40,360

E. TFCA Regional Funds Awarded (if applicable): $_____

F. Total TFCA Funds Allocated (sum of C and D): $40,360

G. Total Project Cost: $640,360

H. Project Description:

The City of Napa will use TFCA funds to construct sidewalks on both sides of Westwood Avenue between Laurel Street and Chelsea Avenue. This project is located in the Westwood neighborhood of the City of Napa. Westwood Avenue does not currently have continuous sidewalks. This project would construct approximately 2,000ft of pedestrian facilities to close gaps in the existing pedestrian network in order to connect with nearby transit stops, Napa Valley Language Academy elementary school, employment destinations, and neighborhood serving retail.

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

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

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

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

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

K. If a **ridesharing, shuttle and feeder bus service, transit information, or smart growth project,** explain how the number of vehicle trips that will be reduced by the project was estimated, and provide supporting information and data to justify the estimate.

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

Commute Trips:

- *Per 2019 American Community Survey (ACS) 5-year data, there are 2670 workers ages 16+ in the project area.*
- *Per 2019 ACS data, 1.5% of workers in the project area currently commute via walking compared to 2.5% Citywide.*

- *Per 2019 ACS data, 9.3% of workers in the project area have a commute of <10 minutes and 9.9% have a commute of 10-14 minutes.*
- *Project assumes a 1% commute mode shift**
- *Calculation: 2670 x 1% = 26.7 (two-way trips) = 53.4 (one-way trips)*

School Trips:

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

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

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

N/A.

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

No.

N. Comments (if any):

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

O. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location: https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm)

Yes, the project is located within an AB1550 Low-income Community.

RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS
FYE 2022 TFCA County Progam Manager Fund Worksheet

Version 2022.2, Updated 1/4/21

General Information Tab: Complete areas shaded in yellow.

Project Number (22XXXYY)	22NAP01
Project Title	Westwood Avenue Sidewalk Improvements
Project Type Code (e.g., 7a)	9b
County (2-3 character abbreviation)	NAP
Worksheet Calculated By	Lorien Clark
Date of Submission	3/19/2021
Project Sponsor	
Project Sponsor Organization	City of Napa
Public Agency? (Y or N)	Y
Contact Name	Rosalba Ramirez
Email Address	rramirez@cityofnapa.org
Phone Number	707-257-9520
Mailing Address	P.O. Box 660
City	Napa
State	CA
Zip	94559
Project Schedule	
Project Start Date	10/1/2021
Project Completion Date	6/30/2022
Final Report to CMA	10/31/2022

RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS
FYE 2022 TFCA County Progam Manager Fund W

Version 2022.2, Updated 1/4/21

Program Manager Proj.#:	22NAP01
Route Name:	Westwood Ave

Cost Effectiveness Inputs	
Project Operational Start Year:	2022
# Years Effectiveness:	10
Project Operational End Year:	2032
Total Cost for route:	640,360
Total Cost for route 40%:	40,360
Total Cost for route 60%:	NA
Total TFCA Cost for route:	$40,360.00

Calculations Tab: Complete areas shaded in yellow only.

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

Emission Reduction Calculations

Step 1 - Emissions for Eliminated Trips

A	B	C	D	E	F	G	H	I
# Trips/Day (1-way)	Days/Yr	Trip Length (1-way)	VMT	ROG Emissions (gr/yr)	NOx Emissions (gr/yr)	Exhaust &Trip End PM10 Emissions (gr/yr) *	Other PM10 Emissions (gr/yr) *	CO2 Emissions (gr/yr)
100	250	16	304294	28,483	20,992	596	76,739	73,119,878
53	240	1	12,720	4,157	1,689	83	3,208	3,644,107
26	180	1	4,680	1,530	622	30	1,180	1,340,756
			0	0	0	0	0	0
			0	0	0	0	0	0
		Total	17,400	5,687	2,311	113	4,388	4,984,863

Step 2 - Emissions for New Trips to Access Transit/Ridesharing

50	250	3	304294	25,307	20,123	534	76,739	72,490,780
			0	0	0	0	0	0
			0	0	0	0	0	0
		Total	0	0	0	0	0	0

Step 3A - Emissions for Shuttle/Vanpool Vehicles up to GVW of 14,000 lbs.

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

Step 3B - Emissions for Buses

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

Cost Effectiveness Results	Annual	Lifetime	
1. VMT Reduced	17,400.00	174,000.00	Miles
2. Trips Reduced	12,720.00	127,200.00	Trips
3. ROG Emissions Reduced	0.0063	0.063	Tons
4. NOx Emissions Reduced	0.0025	0.025	Tons
5. PM Emissions Reduced	0.0050	0.050	Tons
6. PM Weighted Emissions Reduced	0.0073	0.073	Tons
7. CO2 Emissions Reduced	5.4948	54.948	Tons
8. Emission Reductions (ROG, NOx & PM)	0.0138	0.138	Tons
9. TFCA Project Cost - Cost Effectiveness (ROG, Nox & PM)		292,946.25	/Ton
10. TFCA Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM). THIS VALUE MUST MEET POLICY REQUIREMENTS.		**$249,992**	**/Ton**

Notes & Assumptions

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

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

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

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

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

Project Assumptions:	**Rationales:**
Years of Effectiveness = 10	10 years is consistent with the max years of effectiveness for a Class I project. Concrete sidewalk typically has a longer life than an asphalt path.
Commute Trips: Trip Length (1-way) = 1 mile Days/Year = 240 # trips/day (1-way) = 53	Per 2019 American Community Survey (ACS) 5-year data, there are 2670 workers ages 16+ in the project area. Per 2019 ACS data, 1.5% of workers in the project area currently commute via walking compared to 2.5% Citywide. Per 2019 ACS data, 9.3% of workers in the project area have a commute of <10 minutes and 9.9% have a commute of 10-14 minutes. Project assumes a 1% commute mode shift* *calculation:* 2670 x 1% = 26.7 (two-way trips) = 53.4 (one-way trips)
School Trips: Trip Length (1-way) = 1 mile Days/Year = 180 # trips/day (1-way) = 26	Napa Valley Language Academy (NVLA) elementary school has 658 students. Based on pre-pandemic hand count tallies and parent surveys, the percent of students at NVLA who walk to school is 2.32% lower than the district average. Project assumes a 2% walk mode shift* *calculation:* 658 x 2% = 13.16 (two-way trips) = 26.32 (one-way trips)

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

RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS

FYE 2022 Worksheet, Version 2022.1, Updated 1/4/21

Average Auto (passenger cars, light duty trucks, and motorcycles) Emission Factors

	ROG		NOx		PM_{10}			CO2		CH4	
Emission Year	Trip Fac.	Run Emis. (VMT)	Trip Fac.	Run Emis. (VMT)	Exhaust	Tire,Brakes, Road PM	PM Commute Trip End	Trip Fac.	Run Emis. (VMT)	Trip Fac.	Run Emis. (VMT)
2021	0.325	0.085	0.095	0.086	0.002	0.252186	0.005438	60.049283	282.164944	0.067090	0.005642
2022	0.325	0.085	0.095	0.086	0.002	0.252186	0.005438	58.242517	273.490495	0.062092	0.005202
2023	0.267	0.075	0.074	0.067	0.002	0.252186	0.005438	56.442597	264.762115	0.057566	0.004826
2024	0.267	0.075	0.074	0.067	0.002	0.252186	0.005438	54.647913	256.042015	0.053422	0.004508
2025	0.267	0.075	0.074	0.067	0.002	0.252186	0.005438	52.858848	247.313875	0.049589	0.004239
2026	0.267	0.075	0.074	0.067	0.002	0.252186	0.005438	51.212913	239.653340	0.046197	0.004022
2027	0.267	0.075	0.074	0.067	0.002	0.252186	0.005438	49.715023	232.749083	0.043219	0.003835
2028	0.227	0.068	0.060	0.055	0.001	0.252186	0.004350	48.351677	226.576243	0.040579	0.003676
2029	0.227	0.068	0.060	0.055	0.001	0.252186	0.004350	47.109586	221.068316	0.038219	0.003539
2030	0.227	0.068	0.060	0.055	0.001	0.252186	0.004350	45.988842	216.181726	0.036097	0.003423
2031	0.227	0.068	0.060	0.055	0.001	0.252186	0.004350	44.974267	211.856042	0.034182	0.003322
2032	0.227	0.068	0.060	0.055	0.001	0.252186	0.004350	44.062562	208.050360	0.032473	0.003235
2033	0.196	0.063	0.049	0.048	0.001	0.252186	0.004350	43.247236	204.721787	0.030956	0.003161
2034	0.196	0.063	0.049	0.048	0.001	0.252186	0.004350	42.518682	201.821812	0.029593	0.003096
2035	0.196	0.063	0.049	0.048	0.001	0.252186	0.004350	41.872073	199.315739	0.028374	0.003040
2036	0.196	0.063	0.049	0.048	0.001	0.252186	0.004350	41.301898	197.166261	0.027286	0.002991

Sources: ROG, NOX and PM10 (converted from PM2.5) are from CARB Cost Effectiveness Tables November 2020 - Table 3. CO2 and CH4 are from EMFAC2017 (v1.0.2) Emission Rates. Weighted averages of LDA, LDT1, LDT2, MCY. Data extracted on 9/18/19 and QA'd on 9/19/19 by SN

Light duty auto fuel efficiency (modeled)

	Gasoline Fuel Efficiency				Diesel Fuel Efficiency			
	LDA	LDT1	LDT2	MCY	LDA	LDT1	LDT2	MCY
Emission Year	mile/ gal	mile/ gal	mile/ gal	mile/ gal	mile/ gal	mile/ gal	mile/ gal	mile/ gal
2021	31.07612823	26.7382681	24.52000756	37.16842229	47.50148	47.50148	47.5014804	47.5014804
2022	31.91570522	27.4093657	25.32896617	37.1769972	48.69225	48.692245	48.6922451	48.6922451
2023	32.80780426	28.1215955	26.18301387	37.18511856	49.97029	49.970289	49.9702887	49.9702887
2024	33.75016315	28.8726975	27.08037502	37.18776969	51.34233	51.342333	51.3423333	51.3423333
2025	34.74943753	29.669728	28.02740702	37.1838482	52.81715	52.81715	52.8171499	52.8171499
2026	35.70276228	30.4283507	28.94505849	37.18143797	54.2386	54.238603	54.238603	54.238603
2027	36.61144906	31.1569872	29.83915017	37.18000332	55.60675	55.60675	55.6067496	55.6067496
2028	37.46475361	31.8457267	30.69605943	37.17481405	56.89743	56.89743	56.8974299	56.8974299
2029	38.25949121	32.4959074	31.51362317	37.1671075	58.08745	58.08745	58.0874499	58.0874499
2030	38.99143456	33.1032794	32.28632034	37.16253599	59.18851	59.18851	59.1885097	59.1885097
2031	39.65997599	33.6705511	33.01345588	37.15805629	60.17224	60.172238	60.1722383	60.1722383
2032	40.26564771	34.1917657	33.68858339	37.14959129	61.07857	61.078569	61.0785686	61.0785686
2033	40.80891655	34.6690038	34.30774599	37.13542319	61.87757	61.877571	61.8775708	61.8775708
2034	41.2920562	35.1070206	34.87076695	37.12277776	62.58723	62.587232	62.5872324	62.5872324
2035	41.71753484	35.5021795	35.37546177	37.10770642	63.20997	63.209969	63.2099692	63.2099692
2036	42.08743484	35.8597771	35.8213026	37.0925393	63.74876	63.748758	63.7487583	63.7487583
2037	42.40401627	36.1769667	36.20890636	37.0772538	64.20806	64.208063	64.2080631	64.2080631
2038	42.67125672	36.458369	36.54328402	37.06111268	64.59407	64.594071	64.5940708	64.5940708

Sources: EMFAC2017 (v1.0.2) Emissions. Data extracted on 9/18/19 and QA'd on 9/19/19 by SN

CARB - Table 2 Emission Factors for Cleaner Vehicles

For Light-Duty and Medium-Duty Trucks/SUVs (Chassis-Certified)

Baseline (Older) Technology Vehicle

Baseline is California Vehicle Exhaust Standards ("LEV II") for average chassis-certified trucks for model year 2010. Factors assume emissions at 50,000 mile standard for the first 50,000 miles of the car's life (assumed to be 120,000 miles) and emissions at the 120,000 mile standard for the last 70,000 miles of the car's life.

Average New Truck in 2010
Emission factors in grams/mile

Weight (lbs.)[1]	ROG	NOx	PM2.5		PM10		CO_2
			Exhaust	Total[note]	Exhaust	Total	
Up to 8500	0.051	0.06	0.01	0.06	0.01	0.29	546
8501-10,000	0.148	0.195	0.07	0.13	0.07	0.68	735
10,001-14,000	0.173	0.39	0.07	0.14	0.07	0.70	824

Source: Draft CARB Emission Factors Tables - September 2019 - Methods for the Cost-Effectiveness of Funding Air Quality Projects

Note: Total PM factors include motor vehicle exhaust, tire wear, brake wear, and entrained road dust

Replacement (Newer) Technology Cleaner Vehicle

Cleaner Vehicle Emission Factors are from the California Vehicle Exhaust Standards for MYs after 2016 ("LEV III") evaluated for calendar year 2019.

Project Average New Trucks in 2019
Emission factors in grams/mile

Weight (lbs.)[1]	ROG	NOx	PM2.5		PM10		CO_2
			Exhaust	Total	Exhaust	Total	
Up to 8500	0.04	0.054	0.003	0.049	0.00	0.25	546
8501-10,000	0.104	0.149	0.008	0.072	0.01	0.37	735
10,001-14,000	0.155	0.245	0.010	0.079	0.01	0.41	824

Zero-emission light-duty and medium-duty vehicle (ZEV)
Emission factors in grams/mile

Weight (lbs.)[1]	ROG	NOx	PM2.5		PM10		CO_2
			Exhaust	Total[3]	Exhaust	Total	
Up to 8500	0	0	0	0.046	0.00	0.24	92
8501-10,000	0	0	0	0.064	0.00	0.34	92
10,001-14,000	0	0	0	0.069	0.00	0.37	144

Source: California Air Resources Board - Methods to Find the Cost-Effectiveness of Funding Air Quality Projects, Table 2. Document updated May 2013.

[1] Gross vehicle weights can be associated with passenger capacity as follows: 5751-8500, roughly 8 passengers; 8501-10,000, roughly 10-15 passengers; 10,001-14,000, roughly 20 passengers or more.

[3] Total PM factors include exhaust, brake wear, and entrained road dust.

Table 3.2-16 PM Size Fraction Profiles for Gasoline and Diesel Vehicles in EMFAC 2014

	PM10			PM2.5			PM2.5 to PM10		
Process	GAS - CAT	GAS - NCAT	Diesel	GAS - CAT	GAS - NCAT	Diesel	GAS - CAT	GAS - NCAT	Diesel
Running Exhaust	0.894	0.961	0.994	0.822	0.917	0.917	1.087591241	1.0479826	1.083969466
Idle Exhaust	0.894	0.961	0.994	0.822	0.917	0.917	1.087591241	1.0479826	1.083969466
Start Exhaust	0.894	0.961	0.994	0.822	0.917	0.917	1.087591241	1.0479826	1.083969466
Brake Wear	1	1	1	0.25	0.25	0.25	4	4	4
Tire Wear	0.98	0.98	0.98	0.42	0.42	0.42	2.333333333	2.3333333	2.333333333

Other PM10, Diesel Fleet

	PM10	PM10	PM10	PM10
	LHDT1	LHDT2	MHDT	HHDT
	8501-10000 lbs	10001-14000 lbs	14-33	33+
Brake wear (BW)	0.07644	0.08918	0.13034	0.06079
Tire wear (TW)	0.01200	0.01200	0.01200	0.03545
Road Dust (RD)	0.14667	0.14667	0.14667	0.14667
BW + TW + RD:	**0.2351**	**0.2478**	**0.2890**	**0.2429**

Source for BW and TW: EMFAC 2017, Average of statewide BAAQMD fleet (all model years), aggregate all model years, aggregate all speeds

Source for RD: Methods to Find the Cost-Effectiveness of Funding Air Quality Projects (May 2013), Table 1, PM2.5 converted to PM10

Other PM10, Gasoline Fleet

	PM10
	MDV, LHD1, LHD2, Urban Buses
Brake wear (BW)	0.04188
Tire wear (TW)	0.00800
Road Dust (RD)	0.14667
BW + TW + RD:	**0.1965**

Other PM10, Natural

	PM10
	HHDT + Urban Buses
Brake wear (BW)	0.06520
Tire wear (TW)	0.03478
Road Dust (RD)	0.14667
BW + TW + RD:	**0.2466**

Other PM10, Electric

	PM10
	MDV + Urban Buses
Brake wear (BW)	0.03731
Tire wear (TW)	0.00863
Road Dust (RD)	0.14667
BW + TW + RD:	**0.1926**

Source for BW and TW: EMFAC 2017, Average of BAAQMD Gasoline Fleet
Source for RD: Methods to Find the Cost-Effectiveness of Funding Air Quality Projects (May 2013), Table 1, PM2.5 converted to PM10

Conversion from PM2.5 to PM10, Autos

Process	Proportion distribution	PM2.5	Conversion factor PM2.5 to PM10	PM10
Exhaust	N/A	0.002	1.087591241	**0.00218**
BW + TW	100%	0.024	N/A	N/A
Brake we	82%	0.019704	4	0.0788
Tire wear	18%	0.004296	2.333333333	0.0100
Road Dus	N/A	0.028	6.666666667	0.1867
			Total PM2.5	**0.0540**
			Total PM10	**0.2777**
Total conversion factor PM2.5 to PM 10				**5.1423**
BW TW RD only conversion factor PM2.5 to PM 10				**5.2982**

Sources:
Proportion distribution of BW and TW - EMFAC 2014 Emission Inventory, Calendar Year 2015, LDA, LDT1, LTD2, and MYC, PMTW and PMBW

Conversion factor for RD - methodology and factor from Dennis Wade, ARB, confirmed by Amir Fanai, 2014, Conversion = PM2.5/Factor
PM2.5 figures from Table 3A, email from Dennis Wade, 1/28/16

Additional Resources:

Dennis Wade: ARB - 916-327-2963 (EMFAC)

Annie Huang: ARB - 916-323-8475 (emissions inventory)

Emission Factors from Appendix D: Tables for Emission Reduction and Cost-Effectiveness Calculations (Carl Moyer Program)

Table D-1 Heavy Duty Vehicles 14,001 - 33,000 pounds (GVWR)

Engine Model Year	NOx(b)		ROG(b),(c)		PM(b),(i)	
	EF(d)	DR(e)	EF(d)	DR(e)	EF(d)	DR(e)
Pre-1987	14.52	0.031	0.89	0.051	0.713	0.0283
1987-90	14.31	0.041	0.7	0.06	0.774	0.0252
1991-93	10.7	0.054	0.37	0.031	0.425	0.0193
1994-97	10.51	0.063	0.27	0.036	0.241	0.0129
1998-02	10.33	0.072	0.28	0.036	0.266	0.0116
2003-06	6.84	0.071	0.23	0.021	0.175	0.0067
2007-09	3.99	0.09	0.18	0.007	0.014	0.0008
2007+(f)(0.21-0.50 g/	1.27	0.079	0.06	0.002	0.002	0.0001
2010-12(0.20 g/bhp-h	1.03	0.079	0.06	0.002	0.002	0.0001
2013+(g)(0.20 g/bhp-	1.03	0.045	0.06	0.001	0.002	0.0001
2016+(h)(0.10 g/bhp-	0.52	0.023	0.06	0.001	0.002	0.0001
2016+(h)(0.05 g/bhp-	0.26	0.011	0.06	0.001	0.002	0.0001
2016+(h)(0.02 g/bhp-	0.1	0.005	0.06	0.001	0.002	0.0001

Table D-2 Heavy-Duty Vehicles
Over 33,000 pounds GVWR
Emission Factors (g/mile)(a) (EF) and Deterioration Rates (g/mile-10k miles) (DR)

Engine Model Year	NOx(b)		ROG(b),(c)		PM(b),(i)	
	EF(d)	DR(e)	EF(d)	DR(e)	EF(d)	DR(e)
Pre-1987	21.37	0.018	1.38	0.031	1.26	0.02
1987-90	21.07	0.024	1.08	0.037	1.369	0.0178
1991-93	18.24	0.037	0.78	0.027	0.574	0.0104
1994-97	17.92	0.043	0.58	0.031	0.377	0.008
1998-02	17.61	0.049	0.6	0.031	0.415	0.0073
2003-06	11.66	0.049	0.49	0.018	0.267	0.0041
2007-09	6.8	0.077	0.39	0.007	0.022	0.0006
2007+(f)(0.21-0.50 g/	2.17	0.068	0.13	0.002	0.004	0.0001
2010-12(0. 2 g/bhp-hr	1.76	0.068	0.13	0.002	0.004	0.0001
2013+(g)(0. 2 g/bhp-h	1.76	0.039	0.13	0.001	0.004	0.0001
2016+(h)(0.10 g/bhp-	0.88	0.019	0.13	0.001	0.004	0.0001
2016+(h)(0.05 g/bhp-	0.44	0.01	0.13	0.001	0.004	0.0001
2016+(h)(0.02 g/bhp-	0.18	0.004	0.13	0.001	0.004	0.0001

(a) EMFAC 2014 Zero-Mile Based Emission Factors. Factors are based on diesel engines. Same factors used for alternative fuel engines due to limited alternative fuel data in EMFAC.
(b) Emission factors incorporate the ultra low-sulfur diesel fuel correction factors listed in Table D-22.
(c) EMFAC provides HC emission factors which are converted into ROG. ROG = HC * 1.26639.
(d) Emission Factors are based on zero-mile rates contained in EMFAC 2014.
(e) Deterioration Rate are per 10,000 miles.
(f) All model year 2007 and newer engines with Family Emission Limits (FEL) from 0.21 g/bhp-hr to
0.50 g/bhp-hr NOx must use different emission factors from those listed for model years 2010 and newer engines certified to 0.20 g/bhp-hr NOx standards. FEL emission factors are based on EMFAC factors for model year 2010-2012 engines that include weighted averaging of 0.5, 0.35, and 0.20 g/bhp- hr NOx standards based on sales.
(g) Deterioration rates for 2013+ engines incorporate use of on-board diagnostic system.
(h) Factors for 2016+ engines are reduced values of 2013 factors by 50 percent, 75 percent, and
90 percent to correspond with 0.10 g/bhp-hr NOx, 0.05 g/bhp-hr NOx, and 0.02 g/bhp-hr NOx optional low NOx standards, respectively.
(i) Factors for 2006 or older engines are for unfiltered trucks.

Table D-3 Diesel Urban Buses (g/mile)

Engine Model Year	NOx(b)	ROG(b),(c)	PM(b),(e)
Pre-1987	42.97	1.88	0.929
1987-1990	37.39	1.87	0.878
1991-1993	23.72	1.84	0.835
1994-1995	27.71	1.81	1.015
1996-1998	36.46	1.81	1.217
1999-2002	18.97	1.81	0.417
2003	13.02	0.77	0.084
2004-2006	3.56	0.08	0.084
2007+(0.20 g/bhp-hr f	1.9	0.03	0.011
2016+(d)(0.10 g/bhp-	0.95	0.03	0.011
2016+(d)(0.05 g/bhp-	0.47	0.03	0.011
2016+(d)(0.02 g/bhp-	0.19	0.03	0.011

(a) EMFAC 2014 Zero-Mile Based Emission Factors.
(b) Emission factors incorporate the ultra low-sulfur diesel fuel correction factors listed in Table D-22.
(c) EMFAC provides HC emission factors which are converted into ROG. ROG = HC * 1.26639.
(d) Factors for 2016+ engines are reduced values of 2007 factors by 50 percent, 75 percent, and 90 percent to correspond with 0.10 g/bhp-hr NOx, 0.05 g/bhp-hr NOx, and 0.02 g/bhp-hr NOx optional low NOx standards, respectively.
(e) Factors for 2006 or older engines are for unfiltered trucks.

Table D-4 Alternative Fuel Urban Buses (g/mile)

Engine Model Year	NOx	ROG(b)	PM(d)
Pre-2003	21.6	2.68	0.043
2003-06	15.4	3.87	0.023
2007+(0.20 g/bhp-hr f	0.65	0.04	0.001
2016+(c)(0.10 g/bhp-	0.33	0.04	0.001
2016+(c)(0.05 g/bhp-	0.16	0.04	0.001
2016+(c)(0.02 g/bhp-	0.07	0.04	0.001

(a) EMFAC 2014 Zero-Mile Based Emission Factors.
(b) EMFAC provides HC emission factors which are converted into ROG.
ROG (Pre-2007 engines) = HC * 0.16137. ROG (2007+ engines) = HC * 0.013972.
(c) Factors for 2016+ engines are reduced values of 2007 factors by 50 percent, 75 percent, and 90 percent to correspond with
0.10 g/bhp-hr NOx, 0.05 g/bhp-hr NOx, and 0.02 g/bhp-hr NOx optional low NOx standards, respectively.
(d) Factors for 2006 or older engines are for unfiltered trucks.

Table D-5
Diesel Refuse Trucks
Emission Factors (g/mile)

Engine Model Year	NOx(b)	ROG(b),(c)	PM(b),(g)
pre-1994	34.69	0.01	0.346
1994-97	31.53	0.01	0.137
1998-02	31.25	0.01	0.144
2003-06	21.39	0.01	0.086
2007-09	11.25	0.14	0.008
2007+(d)(0.21-0.50 g/	1.23	0.26	0.008
2010+(e)(0.20 g/bhp-	1.09	0.04	0.008
2016+(f)(0.10 g/bhp-h	0.54	0.04	0.008
2016+(f)(0.05 g/bhp-h	0.27	0.04	0.008
2016+(f)(0.02 g/bhp-h	0.11	0.04	0.008

Note: These emission factors are not applicable to transfer trucks. Transfer trucks must use the emission factors from Table D-1 or D-2. Per EMFAC 2014, solid waste collection vehicles are considered to be well-maintained and have negligible deterioration which is why only zero-mile emission factors are to be used in calculations for solid waste collection vehicle projects.
(a) EMFAC 2014 Zero-Mile Based Emission Factors.
(b) Emission factors incorporate the ultra low-sulfur diesel fuel correction factors listed in Table D-22.
(c) EMFAC provides HC emission factors which are converted into ROG. ROG = HC * 1.26639.
(d) All model year 2007 and newer engines with Family Emission Limits (FEL) from 0.21 g/bhp-hr to 0.50 g/bhp-hr NOx must use different emission factors from those listed for model years 2010 and newer engines certified to 0.20 g/bhp-hr NOx standards. FEL emission factors are based on EMFAC factors for model year 2010-2012 engines that include weighted averaging of 0.5, 0.35, and 0.20 g/bhp-hr NOx standards based on sales.
(e) These 2010+ emission factors are based only on engines certified to the 0.20 g/bhp-hr NOx standard.
(f) Factors for 2016+ engines are reduced values of 2013 factors by 50 percent, 75 percent, and 90 percent to correspond with 0.10 g/bhp-hr NOx, 0.05 g/bhp-hr NOx, and 0.02 g/bhp-hr NOx optional low NOx standards, respectively.
(g) Factors for 2006 or older engines are for unfiltered trucks.

Table D-6 Alternative Fuel Refuse Trucks Emission Factors (g/mile)

Engine Model Year	NOx	ROG(b)	PM(d)
Pre-2007	53.2	9.86	0.091
2007-09	18.8	3.68	0.004
2010+(0.20 g/bhp-hr N	0.88	0.14	0.004
2016+(c)(0.10 g/bhp-h	0.44	0.14	0.004
2016+(c)(0.05 g/bhp-h	0.22	0.14	0.004
2016+(c)(0.02 g/bhp-h	0.09	0.14	0.004

Note: These emission factors are not applicable to transfer trucks. Transfer trucks must use the emission factors from Table D-1 or D-2. Per EMFAC 2014, solid waste collection vehicles are considered to be well-maintained and have negligible deterioration which is why only zero-mile emission factors are to be used in calculations for solid waste collection vehicle projects.
(a) EMFAC 2014 Zero-Mile Based Emission Factors.

(b) EMFAC provides HC emission factors which are converted into ROG.
ROG (Pre-2007 engines) = HC * 0.16137. ROG (2007+ engines) = HC * 0.013972.
(c) Factors for 2016+ engines are reduced values of 2010 factors by 50 percent, 75 percent, and 90 percent to correspond with 0.10 g/bhp-hr NOx, 0.05 g/bhp-hr NOx, and 0.02 g/bhp-hr NOx optional low NOx standards, respectively.
(d) Factors for 2006 or older engines are for unfiltered trucks.

Table D-7
OFF-ROAD PROJECTS AND
NON-MOBILE AGRICULTURAL PROJECTS
Off-Road Diesel Engines Default Load Factors

Category	Equipment Type	Load Factor
Airport Ground Suppor	Aircraft Tug	0.54
	Air Conditioner	0.75
	Air Start Unit	0.9
	Baggage Tug	0.37
	Belt Loader	0.34
	Bobtail	0.37
	Cargo Loader	0.34
	Cargo Tractor	0.36
	Forklift	0.2
	Ground Power Unit	0.75
	Lift	0.34
	Passenger Stand	0.4
	Service Truck	0.2
	Other Ground Support Equipment	0.34
Agricultural (Mobile, Portable or Stationary)	Agricultural Mowers	0.43
	Agricultural Tractors	0.7
	Balers	0.58
	Combines/Choppers	0.7
	Chippers/Stump Grinders	0.73
	Generator Sets	0.74
	Hydro Power Units	0.48
	Irrigation Pump	0.65
	Shredders	0.4
	Sprayers	0.5
	Swathers	0.55
	Tillers	0.78
	Other Agricultural	0.51
Construction	Air Compressors	0.48
	Bore/Drill Rigs	0.5
	Cement & Mortar Mixers	0.56
	Concrete/Industrial Saws	0.73
	Concrete/Trash Pump	0.74
	Cranes	0.29
	Crawler Tractors	0.43
	Equipment	0.78
	Excavators	0.38
	Graders	0.41
Construction	Off-Highway Tractors	0.44
	Off-Highway Trucks	0.38
	Pavers	0.42
	Other Paving	0.36
	Pressure Washer	0.3
	Rollers	0.38
	Rough Terrain Forklifts	0.4
	Rubber Tired Dozers	0.4
	Rubber Tired Loaders	0.36
	Scrapers	0.48
	Signal Boards	0.78
	Skid Steer Loaders	0.37
	Surfacing Equipment	0.3
	Tractors/Loaders/Backhoe	0.37
	Trenchers	0.5
	Welders	0.45
	Equipment	0.42
Industrial	Aerial Lifts	0.31
	Forklifts	0.2
	Sweepers/Scrubbers	0.46
	Other General Industrial	0.34
	Other Material Handling	0.4
Logging	Fellers/Bunchers	0.71
	Skidders	0.74
Oil Drilling	Drill Rig	0.5
	Lift (Drilling)	0.6
	Swivel	0.6
	Workover Rig (Mobile)	0.5
	Other Workover Equipment	0.6
Cargo Handling	Container Handling Equipment	0.59
	Cranes	0.2
	Excavators	0.55
	Forklifts	0.3
	Other Cargo Handling Equipment	0.51
	Sweeper/Scrubber	0.68
	Tractors/Loaders/Backhoes	0.55
	Yard Trucks	0.39
Other	All	0.43

Table D-8
Uncontrolled Off-Road Diesel Engines
Emission Factors (g/bhp-hr) (EF) and Deterioration Rates (g/bhp-hr-hr) (DR)

Horsepower	Model Year	NOx		ROG		PM10		
		EF	DR	EF	DR	EF	DR	
	Pre- 1988	6.51	0.000098	1.68	0.00021	0.547	0.0000424	
25-49	1988+	6.42	0.000097	1.64	0.00021	0.547	0.0000424	
	Pre- 1988	12.09	0.00028	1.31	0.000061	0.605	0.000044	
20-119	1988+	8.14	0.00019	0.9	0.000042	0.497	0.0000361	
	Pre- 1970	13.02	0.0003	1.2	0.000056	0.554	0.0000403	
	1970-1979	11.16	0.00026	0.91	0.000042	0.396	0.0000288	
	1980-1987	10.23	0.00024	0.8	0.000037	0.396	0.0000288	
120+	1988+	7.6	0.00018	0.62	0.000029	0.274	0.0000199	
	1	5.26	0.000098	1.32	0.00017	0.48	0.0000372	
	2	4.63	0.000093	0.22	0.00005	0.28	0.0000218	
	4 (Interim)	4.55	0.000095	0.09	0.000036	0.128	0.0000096	
25-49	4 (Final)	2.75	0.000057	0.09	0.000036	0.009	0.000001	
	1	6.54	0.00015	0.9	0.000042	0.552	0.0000402	
	2	4.75	0.000071	0.17	0.000025	0.192	0.0000141	
	3(b)	2.74	0.000036	0.09	0.000023	0.192	0.0000141	
	4 (Interim)	2.74	0.000036	0.09	0.000023	0.112	0.000008	
50-74	4 (Final)	2.74	0.000036	0.09	0.000023	0.009	0.0000009	
	1	6.54	0.00015	0.9	0.000042	0.552	0.0000402	
	2	4.75	0.000071	0.17	0.000025	0.192	0.0000141	
	3	2.74	0.000036	0.09	0.000023	0.112	0.000008	
	4 (Phase-Out)	2.74	0.000036	0.09	0.00003	0.009	0.0000009	
	4 (Phase-In or Alt. NOx)	2.15	0.000027	0.08	0.000021	0.009	0.0000009	
75-99	4 (Final)	0.26	0.0000035	0.05	0.000015	0.009	0.0000009	
	1	6.54	0.00015	0.62	0.000029	0.304	0.0000221	
	2	4.15	0.00006	0.15	0.000023	0.128	0.0000094	
	3	2.32	0.00003	0.09	0.00003	0.112	0.000008	
	4 (Phase-Out)	2.32	0.00003	0.09	0.00003	0.009	0.0000004	
	4 (Phase-In or Alt. NOx)	2.15	0.000027	0.08	0.00002	0.009	0.0000004	
100-174	4 (Final)	0.26	0.000004	0.05	0.000011	0.009	0.0000004	
		1	5.93	0.00014	0.29	0.000013	0.12	0.0000064
		2	4.15	0.00006	0.11	0.000022	0.088	0.0000046
		3	2.32	0.00003	0.09	0.000023	0.088	0.0000046
		4 (Phase-Ou	2.32	0.00003	0.09	0.000023	0.009	0.0000003
		4 (Phase-In o	1.29	0.000017	0.06	0.000017	0.009	0.0000003
175-299		4 (Final)	0.26	0.0000036	0.05	0.000011	0.009	0.0000003
		1	5.93	0.000099	0.29	0.00001	0.12	0.0000064
		2	3.79	0.00005	0.09	0.000023	0.088	0.0000044
		3	2.32	0.00003	0.09	0.000023	0.088	0.0000044
		4 (Phase-Ou	2.32	0.00003	0.09	0.000023	0.009	0.0000003
		4 (Phase-In o	1.29	0.000017	0.06	0.000017	0.009	0.0000003
300-750		4 (Final)	0.26	0.0000036	0.05	0.000011	0.009	0.0000003
		1	5.93	0.000099	0.29	0.00001	0.12	0.0000064
		2	3.79	0.00005	0.09	0.000023	0.088	0.0000044
		4 (Interim)	2.24	0.000028	0.06	0.000017	0.051	0.0000021
751+		4 (Final)	2.24	0.000028	0.05	0.000011	0.017	0.0000009

Note: Engines participating in the "Tier 4 Early Introduction Incentive for Engine Manufacturers" program per California Code of Regulations, Title 13, section 2423(b)(6) are eligible for funding provided the engines are certified to the final Tier 4 emission standards. The Air Resources Board (ARB) Executive Order indicates engines certified under this provision. The emission rates for these engines shall be equivalent to the emission factors associated with Tier 3 engines.
Note: For equipment with baseline engines certified under the flexibility provisions per California Code of Regulations, Titles 13, section 2423(d), baseline emission rates shall be determined by using the previous applicable emission standard or Tier for that engine model year and horsepower rating. The ARB Executive Order indicates engines certified under this provision.
(a) Emission factors were converted using the ultra low-sulfur diesel fuel correction factors listed in Table D-23.
(b) Alternate compliance option.

Table 12
LARGE SPARK IGNITION ENGINES
Table D-10
Off-Road LSI Equipment Default Load Factors

Category	Equipment Type	Load Factor
Agriculture (Mobile, Portable or Stationary)	Agricultural Tractors	0.62
	Balers	0.55
	Combines/Choppers	0.74
	Chipper/Stump Grinder	0.78
	Generator Sets	0.68
	Sprayers	0.5
	Swathers	0.52
	Pumps	0.65
	Other Agricultural Equipme	0.55
Airport Ground Support	A/C Tug	0.8
	Baggage Tug	0.55
	Belt Loader	0.5
	Bobtail	0.55
	Cargo Loader	0.5
	Forklift	0.3
	Ground Power Unit	0.75
	Lift	0.5
	Passenger Stand	0.59
	Other Ground Support Equ	0.5
Construction	Air Compressors	0.56
	Asphalt Pavers	0.66
	Bore/Drill Rigs	0.79
	Concrete/Industrial Saws	0.78
	Concrete/Trash Pump	0.69
	Cranes	0.47
	Gas Compressor	0.85
	Paving Equipment	0.59
	Pressure Washer	0.85
	Rollers	0.62
	Rough Terrain Forklifts	0.63
	Rubber Tired Loaders	0.54
	Skid Steer Loaders	0.58
	Tractors/Loaders/Backhoes	0.48
Construction	Trenchers	0.66
	Welders	0.51
	Other Construction	0.48
Industrial	Aerial Lifts	0.46
	Forklifts	0.3
	Sweepers/Scrubbers	0.71
	Other Industrial	0.54

Table D-11a Off-Road and LSI Engines (g/bhp-hr) and deteorioration rates (g/bhp-hr-hr)
Gasoline

Horsepower	Model Year	NOx		ROG		PM10	
		EF	DR	EF	DR	EF	DR
25-50	Uncontrolled pre-2004	8.01	0.0000406	3.76	0.000412	0.06	0
	Controlled 2001 - 2006	1.33	0.000471	0.71	0.000169	0.06	0
	Controlled 2007 - 2009	0.89	0.0001192	0.473	0.000064	0.06	0
	Controlled 2010+	0.27	0.000025	0.142	0.000013	0.06	0
51-120	Uncontrolled Pre-2004	11.84	0.0000601	2.63	0.000287	0.06	0
	Controlled 2001 - 2006	1.78	0.000207	0.26	0.000081	0.06	0
	Controlled 2007 - 2009	1.17	0.000066	0.13	0.000074	0.06	0
	Controlled 2010+	0.35	0.00003	0.03	0.000014	0.06	0
121+	Uncontrolled pre-2004	12.94	0.000127	1.61	0.000042	0.06	0
	Controlled 2001 - 2006	1.94	0.000278	0.16	0.000102	0.06	0
	Controlled 2007 - 2009	1.17	0.000066	0.13	0.000074	0.06	0
	Controlled 2010+	0.35	0.00003	0.03	0.000014	0.06	0

Table D-11b Off-Road LSI Engines Emission Factors (g/bhp/-hr) and Deteorioration Rates (g/bhp-hr-hr)
Alternative Fuels

Horsepower	Model Year	NOx		ROG		PM10	
		EF	DR	EF	DR	EF	DR
	Uncontrolled pre-2004	13	0.0000662	1.38	0.000151	0.06	0
	Controlled 2001 - 2006	1.95	0.000276	0.14	0.000106	0.06	0
	Controlled 2007 - 2009	1.3	0.0000011	0.093	0.000172	0.06	0
25-50	Controlled 2010+	0.39	0.0000002	0.028	0.000036	0.06	0
	Uncontrolled pre-2004	10.53	0.0000533	1.55	0.000169	0.06	0
	Controlled 2001 - 2006	1.58	0.00035	0.16	0.000103	0.06	0
	Controlled 2007 - 2009	1.04	0.0000125	0.1	0.000047	0.06	0
51-120	Controlled 2010+	0.31	0.000038	0.03	0.000014	0.06	0
	Uncontrolled pre-2004	10.51	0.000104	1.38	0.000035	0.06	0
	Controlled 2001 - 2006	1.58	0.000264	0.14	0.000106	0.06	0
	Controlled 2007 - 2009	1.04	0.0000125	0.1	0.000047	0.06	0
121+	Controlled 2010+	0.31	0.000038	0.03	0.000014	0.06	0

Table D-12
Emission Factors for Off-Road LSI Engine Retrofits (g/bhp-hr)

Fuel	Verified Value	NOx	ROG	PM10
Gasoline	3	1.78	0.26	0.06
	2.5	1.48	0.22	0.06
	2	1.19	0.17	0.06
	1.5	0.89	0.13	0.06
	1	0.59	0.09	0.06
	0.6	0.35	0.03	0.06
	0.5	0.29	0.03	0.06
Alt Fuel	3	1.58	0.16	0.06
	2.5	1.32	0.13	0.06
	2	1.05	0.11	0.06
	1.5	0.79	0.08	0.06
	1	0.53	0.05	0.06
	0.6	0.31	0.03	0.06
	0.5	0.26	0.03	0.06

Table D-13a Off-Road LSI Engines Crtified to Optional Standards (g/hbp-hr) and Deteorioration Rates (g/bhp-hr-hr)
Gasoline

Horsepower	Optional Standard	NOx		ROG		PM10	
		EF	DR	EF	DR	EF	DR
25-50	0.4	0.18	0.000017	0.09	8.7E-06	0.06	0
	0.2	0.09	0.000008	0.05	4.3E-06	0.06	0
	0.1	0.04	0.000005	0.02	2.7E-06	0.06	0
51-120	0.4	0.24	0.000021	0.04	3.4E-06	0.06	0
	0.2	0.12	0.00001	0.02	1.7E-06	0.06	0
	0.1	0.06	0.000005	0.01	9E-07	0.06	0
121+	0.4	0.26	0.000022	0.02	1.7E-06	0.06	0
	0.2	0.13	0.000011	0.01	9E-07	0.06	0
	0.1	0.06	0.000005	0.01	9E-07	0.06	0
25-50	0.4	0.26	0.000022	0.02	1.7E-06	0.06	0
	0.2	0.13	0.000011	0.01	9E-07	0.06	0
	0.1	0.07	0.000006	0	0	0.06	0
51-120	0.4	0.21	0.000031	0.02	0.000003	0.06	0
	0.2	0.11	0.000015	0.01	1.3E-06	0.06	0
	0.1	0.05	0.000007	0.01	1.3E-06	0.06	0
121+	0.4	0.21	0.000034	0.01	1.6E-06	0.06	0
	0.2	0.11	0.000015	0.01	1.3E-06	0.06	0
	0.1	0.05	0.00001	0	0	0.06	0

ALL ENGINES
Table D-21
Fuel Consumption Rate Factors (bhp-hr/gal)

Category	Horsepower/Application	Fuel Consumption Rate
Non-Mobile Agricultur	ALL	17.5
Locomotive	Line Haul and Passenger (	20.8
	Line Haul and Passenger (	18.2
	Switcher	15.2
Other	< 750 hp	18.5
	> 750 hp	20.8

REFERENCES
The information in these tables has already been incorporated into the preceding emission factor tables. These tables are included for informational purposes.

Table D-22
Fuel Correction Factors On-Road Diesel Engines

Model Year	NOx	PM10	HC
Pre- 2007	0.93	0.72	0.72
2007+	0.93	0.8	0.72

October 20, 2021
NVTA Agenda Item 10.1
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
COVER MEMO

SUBJECT

Award of Construction Contract for the Vine Bus Maintenance Facility, Sheehy Court Project

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board

1. Approve Resolution 21-27 awarding a contract to ALTEN Construction, Inc. in an amount not to exceed $29,510,593;
2. Authorize the Executive Director to enter into and make minor modifications to Construction Agreement No. 21-46 with ALTEN Construction, Inc. for the construction phase of the Vine Bus Maintenance Facility.
3. Approve a not to exceed construction contingency amount of $2,900,000 to issue change orders.

EXECUTIVE SUMMARY

The NVTA Board awarded Kimley-Horn Associates (KHA) a work order for the design of the Vine Bus Maintenance Facility, Sheehy Court on July 19, 2017. The facility design was completed in July 2021 and an Invitation for Bids (IFB) for the construction of the new facility was released on July 21, 2021. Bids were due on September 9, 2021 and eight (8) bids were received. ALTEN Construction, Inc. was the lowest responsive bidder. NVTA will award the contract contingent on obtaining a TIFIA Loan and full funding for the project. No bid protests were filed.

FISCAL IMPACT

Yes, the construction contract bid amount is $29,510,593 plus a not to exceed construction contingency amount of $2,900,000. The total budget for the construction phase of the project is $35,747,000. The difference between the bid amount plus the contingency and the budget will be used for construction support services, other equipment and unallocated contingency related to the construction of the maintenance facility. The project will be funded with the following fundi sources:

Federal Source	Amount
Federal Grants -	$5,328,977
Federal TIFIA Loan	$19,917,401
Transportation Development Act	$4,316,978
State Transit Assistance (State of Good Repair)	$83,872
Local Partnership Program Funds	$1,100,000
Bank of Marin Loan	5,000,000

October 20, 2021
NVTA Agenda Item 10.1
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Sanjay Mishra, Program Manager-Engineer
(707) 259-5951 / Email: smishra@nvta.ca.gov

SUBJECT: Award of Construction Contract for the Vine Bus Maintenance Facility, Sheehy Court Project

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RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board

1. Approve Resolution 21-27 (Attachment 1) awarding a contract to ALTEN Construction, Inc. in an amount not to exceed $29,510,593;
2. Authorize the Executive Director to enter into and make minor modifications to Construction Agreement No. 21-46 with ALTEN Construction, Inc. (Attachment 2) for the construction phase of the Vine Bus Maintenance Facility.
3. Approve a not to exceed construction contingency amount of $2,900,000 to issue change orders.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Napa Valley Transportation Authority (NVTA) completed a site feasibility study in 2013 for a new transit maintenance facility. This new Bus Maintenance Facility will include both a maintenance/repair building and a new administration building that will include training facilities and an emergency response center.

The current maintenance facility at 720 Jackson Street in the City of Napa has an inadequate number of bus maintenance bays, does not have adequate parking spaces for all vehicles and lacks space for a modern bus wash. The current facility offers no room for expansion. To address the deficiencies of the current maintenance yard, improve

operation, future addition of electrified buses, a bus wash and other future needs, NVTA purchased new property. The two (2) parcels owned by NVTA total 8.08 acres and are located at the terminus of Sheehy Court west of its intersection with Devlin Road (APN 057-250-025 and APN 257-250-036).

On July 19, 2017, the NVTA Board awarded the Bus maintenance Facility Plan, Specification and Estimate (PS&E) work to Kimley-Horn and Associates, Inc. (KHA). KHA completed PS&E scope and obtained final building permit from County of Napa on September 2021.

NVTA released the Invitation for Bids (IFB) on July 21, 2021. The IFB was advertised on the NVTA website, BPX plan room service, Public Purchase and other regional platforms. Bids were due on September 9, 2021.

A total of eight (8) bids were received. Table 1 shows the bid amount for all the bidders. ALTEN Construction Inc. was the lowest responsive and responsible bidder.

Table 1: Bid Amounts

RANK	Name of Contractor	Bid Amount
1	ALTEN Construction Inc.	$ 29,510,593.00
2	ARNTZ Builders Inc.	$ 29,977,188.00
3	Roebbelen	$ 29,990,000.00
4	AMOROSO Construction	$ 31,077,000.00
5	F & H Construction	$ 31,519,000.00
6	DIEDE Construction Inc.	$ 32,429,000.00
7	RODAN Builders Inc.	$ 32,742,122.00
8	ZOVICH Construction	$ 34,260,000.00

NVTA staff is recommending that ALTEN Construction, Inc. be awarded the contract pending approval of the Federal Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan and other funding being available for the total contract amount.

The bids came in higher than the engineering estimate. NVTA capital projects budget included $3 million for expansion of solar capacity in the future after the construction of the new Bus Maintenance facility. This $3 million instead be used to address the contract shortfall and augment the contingency. NVTA staff worked with the Metropolitan Transportation Commission to identify other funds but unsuccessfully. $20 million has been set-aside for Regional Measure 3 transit purposes. If the litigation is resolved in MTC's favor, then RM 3 funds can be used to build out the solar canopies as well as pay down the Bank of Marin and TIFIA loans.

ALTERNATIVES

Alternative 1: The Board could decide not to award the contract to ALTEN Construction, Inc. and rebid the project.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The project will greatly improve bus operations and maintenance and therefore enhance transportation for all members of the community.

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

The addition of new bus maintenance facility will reduce mobile emissions as it will be able to accommodate the Vine electric fleet.

ATTACHMENT

(1) Resolution No. 21-27
(2) Construction Agreement No. 21-46

RESOLUTION No. 21-27

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) (1) AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $29,510,593 TO ALTEN CONSTRUCTION, INC., (2) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SUBJECT CONTRACT, (3) AUTHORIZING THE EXECUTIVE DIRECTOR TO ISSUE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED $2,900,000

WHEREAS, since 2012, the Napa Valley Transportation Authority ("NVTA") has been developing a new bus maintenance facility in Napa County, California ("Project"); and

WHEREAS, the Project was evaluated pursuant the California Environmental Quality Act (CEQA) and on January 17, 2018, the NVTA Board of Directors certified the Final Environmental Impact Report (SCH #2017052029) ("EIR") for the Vine Transit Bus Maintenance Facility Project and approved the related findings and mitigation measures for the Project; and

WHEREAS, the Board of Directors adopted Resolution 21-05 on February 17th, 2021 which approved a budget appropriation of $35,747,000 for the construction portion of the Vine Bus Maintenance Facility project.

WHEREAS, NVTA published an Invitation for Bid (IFB) inviting interested bidders to submit their sealed bids for the Project on July 21st, 2021, and;

WHEREAS, eight proposals for Project No. 21-01 Bus Maintenance Sheehy Court, were received on September 9th, 2021 by 2pm and examined, and;

WHEREAS, the proposal from ALTEN Construction, Inc. of Richmond, California was determined to be the lowest responsive, responsible bidder at $29,510,593, and

WHEREAS, the difference between the bid amount and the budget will be used for construction support services, other equipment and unallocated contingency related to the construction of the maintenance facility, and;

WHEREAS, the NVTA received grant funds of approximately $15,732,400; and

WHEREAS, based on current cost estimates and a preliminary financing plan as described to this Board, the NVTA will need to finance a portion of the cost of the Project; and

WHEREAS, the financing of the Project will produce significant public benefits, including: (a) demonstrable savings in effective interest rate, debt preparation, debt underwriting, and debt issuance costs, and (b) significant efficiencies by the NVTA for its transit service; and

WHEREAS, to provide a portion of the funding needed to pay for the Project, NVTA applied for a loan not to exceed $19,917,401, or 49% of the Project cost, whichever is greater ("TIFIA Loan") with the United States Department of Transportation, acting through the Build America Bureau (the "TIFIA Lender") under the Transportation Infrastructure Finance and Innovation Act—Rural Projects Initiative Program ("TIFIA"); and a loan with the Bank of Marin (Bank Loan) in the amount of $5,000,000; and

WHEREAS, execution of Construction Agreement No. 21-46 will occur upon the successful close of the TIFIA loan; and

WHEREAS, staff recommends that the Board of Directors award the contract for the Project in the amount of $29,510,593; and

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

1. That the NVTA Board award the construction contract to ALTEN Construction Inc., Agreement No. 21-46 in the amount of $29,510,593 for the Vine Bus Maintenance Facility project;

2. That the Executive Director is authorized to approve change orders for the Project not-to exceed $2,900,000; and

3. The Executive Director or designee is authorized to finalize and make minor changes to the Agreement No 21-46 with ALTEN Construction as substantially set forth in Exhibit A attached hereto, and directs staff to take all further actions necessary to deliver the Vine Bus Maintenance Facility project.

Passed and adopted this 20th day of October, 2021.

_____
Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

_____
Laura M. Sanderlin, NVTA Board Secretary

APPROVED:

_____
DeeAnne Gillick, NVTA Legal Counsel

DRAFT CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of _____, 2021, is between the **NAPA VALLEY TRANSPORTATION AUTHORITY,** a California joint powers authority, (hereinafter called "NVTA" or "Agency"), and **ALTEN Construction, Inc.,** (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

1. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents.

B. The Contract Documents shall include the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates, affidavits and other documentation), this Agreement, Performance Bond, Labor and Materials Bond, Maintenance Bond, General Conditions, any Supplementary General Conditions, Special Provisions, Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents. The General Conditions shall mean and refer to the current General Conditions of NVTA which are incorporated herein by this reference as if set forth herein.

C. This Agreement, and the Contract Documents, includes the exhibits to this Agreement, including Exhibit A Insurance, and Exhibit B Required Federal-Aid Contract Language (For Local Assistance Construction Projects) (Includes Form FHWA-1273 from Bid Documents), and Exhibit C Minimum Wage Rates (Federal and State Prevailing Wage Rates from Bid Documents.)

2. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail. Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

3. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of NVTA, all the work called for, and in the manner designated in, and in strict conformity with the Project entitled:

Project Name	: BUS MAINTENANCE FACILITY SHEEHY COURT
Project No.	: 21-01
Federal Project No.	: N/A

4. CONTRACT AMOUNT AND PAYMENTS

NVTA agrees to pay and Contractor agrees to accept, in full payment for the above work, **TWENTY NINE MILLION FIVE HUNDRED TEN THOUSAND FIVE HUNDRED NINETY THREE DOLLARS ($29,510,593)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

5. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Conditions.

6. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract, NVTA is authorized to charge any sum of money against Contractor, NVTA may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from NVTA. If, on completion or termination of the Contract, sums due contractor are insufficient to pay NVTA's charges against Contractor, NVTA shall have the right to recover the balance from Contractor or his sureties.

7. TIME OF COMPLETION

A. The entire work shall be completed to the satisfaction of NVTA within THREE HUNDRED EIGHTY (380) working days, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the entire work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

8. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions, including, but not limited to, Exhibit A, attached hereto and incorporated herein by reference.

9. NO WAIVER OF REMEDIES

A. Neither the inspection by NVTA or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by NVTA, nor any extensions of time, nor any position taken by NVTA or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to NVTA or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and NVTA shall have any and all equitable and legal remedies which it would in any case have.

10. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which NVTA would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions and, it is impracticable and extremely difficult to fix the actual damages. Damages which NVTA would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the County of Napa by reasons of the delay in the completion of the project to serve the public at the earliest possible time.

B. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

11. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to NVTA for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will

be **THREE THOUSAND DOLLARS ($3000)** for each **Calendar Day**, continuing to the time at which the work is completed.

B. Such amount is the actual cash value agreed upon as the loss to NVTA resulting from Contractor's delay.

12. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, NVTA may terminate this Contract at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to NVTA for liquidated damages for all periods of time beyond such termination date until the work is completed.

13. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the NVTA Board may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 1-15 of the General Conditions.

B. NVTA shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the Standard Specifications.

14. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with NVTA, each made payable to NVTA. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer,"* which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit*** the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

D. All bonds submitted shall include the following:

1. Full name and address of the Contractor Surety, and NVTA;
2. Contract Date;
3. Exact Contract Sum;
4. Project Name and Address;
5. Signature of the Contractor
6. Corporate Seal, if applicable;
7. Signature of Authorized Surety Representative;

8. Notarization of the Contractor and Surety;
9. Power of Attorney; and
10. Local contact for surety, with name, phone number, and address to which legal notices may be sent

15. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by NVTA to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited withNVTA or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by NVTA's Board shall be charged for such substitution.

16. LABOR CODE COMPLIANCE

A. NVTA affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provision of the California Labor Code governing the performance of pubic works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

17. UNFAIR COMPETITION

The following provision in included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

18. GENERAL LIABILITY OF CONTRACTOR

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. The mention of any specific duty or liability of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

19. AUTHORITY OF NVTA

A. NVTA will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. NVTA will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different prime contractors involved with the Work. NVTA will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

B. NVTA will administer its authority through a duly designated representative identified at the pre-construction conference. The Contractor and NVTA's designated representative (the Owner's Representative) shall make good faith attempts to resolve disputes that arise during the performance of the Work.

C. Any order given by NVTA not otherwise required by the Contract to be in writing shall be given or confirmed by NVTA in writing at the Contractor's request. Such request shall state the specific subject of the decision, order, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

D. Any plan or method suggested to the Contractor by the ENGINEER, or any of the Owner's Representative, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. NVTA assumes no responsibility.

20. Responsibility of the Contractor

A. The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work or the materials occasioned by any cause, and shall bear the entire expense.

B. The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

C. The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by NVTA in conformity with the true meaning and intent of the Contract Documents, within the time specified.

21. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to NVTA, and hold harmless NVTA, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party

B. To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance

or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

C. The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

D. The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

E. The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

F. In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

G. The indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

H. The indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

I. The indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

J. In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by NVTA prior to commencement of any work on or about such property. The Contractor also shall indemnify NVTA and other indemnities identified in this Section as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

22. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of NVTA first obtained**.**

23. AMENDMENTS

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

24. INCIDENTAL BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to NVTA and Contractor. Nothing contained in the Agreement shall give or allow any claim

or right of action whatsoever by any third person. It is the express intent of NVTA and Contractor that any such person or entity, other than NVTA and Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

25. MISCELLANEOUS PROVISIONS

A. **Attorneys' Fees**: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.

C. **Enforceability:** If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. **Time:** All times stated herein or in any other contract documents are of the essence.

E. **Binding:** This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of NVTA in the same manner as if such parties had been expressly named herein.

F. **Surviorship:** Any responsibility of Contractor for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

G. **Waiver:** In the event that either NVTA or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

26. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Agreement between NVTA and Contractor concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

28. COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:

(Must be signed by two officers of the corporation in compliance with Corporations Code section 313.)

Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

NVTA, A California Joint Powers Agency:

Date	Catherine Miller, Executive Director

ATTEST:

Clerk

APPROVED AS TO FORM:

Sloan Sakai Yeung & Wong, LLP, General Counsel

October 20, 2021
NVTA Agenda Item 10.2
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

2022 Regional Transportation Improvement Program (RTIP)

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the 2022 Regional Transportation Improvement Program (RTIP) (Attachment 1) and support staff's approach to fill any shortfall on Soscol Junction through the following options in priority order:

1) G-12 – Delegation Authority to Adjust Project Allocations
2) Advancement of Additional Regional Transportation Improvement Program (RTIP)
3) Letter of No Prejudice (LONP) against Future Regional Measure (RM) 3 funds

EXECUTIVE SUMMARY

The Metropolitan Transportation Commission (MTC) in cooperation with NVTA is preparing the 2022 RTIP. The RTIP is a multi-year improvement program comprised of transportation projects on and off-the State Highway System, funded with revenues from the State Highway Account. In 2019, NVTA Board approved the 2020 RTIP, advancing future RTIP capacity in the amount of $20 million to the Soscol Junction Project. This action has resulted in no new funding capacity in the 2022 RTIP. However, Caltrans has identified additional project cost for Soscol Junction in the $3-5 million dollar range. NVTA staff has identified three potential funding mechanisms to backfill the potential shortfall.

FISCAL IMPACT

Is there a fiscal impact? Yes, potential $3-5 million in future RTIP funds

October 20, 2021
NVTA Agenda Item 10.2
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Memo

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Danielle Schmitz, Director, Capital Development and Planning
(707) 259-5868 / Email: dschmitz@nvta.ca.gov

SUBJECT: 2022 Regional Transportation Improvement Program (RTIP)

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the 2022 Regional Transportation Improvement Program (RTIP) (Attachment 1) and support staff's approach to fill any shortfall on Soscol Junction through the following options in priority order:

1) G-12 – Delegation Authority to Adjust Project Allocations
2) Advancement of Additional Regional Transportation Improvement Program (RTIP)
3) Letter of No Prejudice (LONP) against Future Regional Measure (RM) 3 funds

COMMITTEE RECOMMENDATION

The Technical Advisory Committee (TAC) recommended that the Board approve staff's approach at its October 7, 2020 meeting.

BACKGROUND

In 2019, the NVTA Board approved advancing $20 million in RTIP funds to Soscol Junction, resulting in no new RTIP capacity for Napa County in the 2022 RTIP. Soscol Junction is ready to list and is going to the October California Transportation Commission (CTC) meeting for construction allocation. Caltrans recently identified unexpected costs to the project in the amount of $3-5 million dollars in the following areas:

1. Temporary Shoring
2. CHP Enforcement
3. Imported Borrow
4. Roadway Excavation
5. Contingency

NVTA staff is working with Caltrans to reduce these costs but understands there may be a project funding shortfall that could impact future RTIP funding. To mitigate impacts as much as possible, staff is recommending the following actions to cover any shortfall.

1. Request a G-12 Delegation Authority for the project which will allow NVTA to go to the CTC and request up to $2.5 million in additional allocation. This additional allocation will not impact Napa County's RTIP shares. However, if the project overages are greater than the G-12 capacity ($2.5 million) then NVTA will have to advance RTIP funds for the total amount and cannot use G-12.

2. Request to advance more RTIP funds – if not successful with the G-12 delegation authority, staff will request to advance additional RTIP funds which will likely delay receiving any RTIP funds another 1 to 2 cycles – out to 2036.

3. LONP – NVTA has $20 million dollars in RM 3 funds for SR 29 improvements including Soscol Junction. The Board approved and staff submitted a request to MTC for a LONP against future RM 3 funds. Once approved, NVTA can expend funds on Soscol Junction to cover any shortfall and be reimbursed when RM 3 funds come to fruition. It should be noted, this could impact other eligible projects on the SR 29 corridor. NVTA staff is hopeful that continued discussion with Caltrans will mitigate any funding shortfalls and that the NVTA Board approves the overall approach to first use the G-12 delegation authority to mitigate any impacts before using RTIP and RM 3 funds.

Caltrans will be listing the project in November and bid openings are scheduled for January. Until the low bidder is selected, the $3-5 million shortfall is based strictly on engineering estimates.

The Metropolitan Transportation Commission (MTC) in cooperation with NVTA and the other Bay Area County Transportation Agencies (CTAs) is preparing the 2022 RTIP. MTC is responsible for developing regional project priorities for the 9-County Bay Area. MTC submits the biennial RTIP to the California Transportation Commission (CTC) for inclusion in the State Transportation Improvement Plan (STIP). The 2022 RTIP covers fiscal years 2022-23 through 2026-27.

MTC released the 2022 RTIP county targets in August 2021. New projects, as well as existing projects with updated electronic Project Programming Request (ePPR) forms are due to MTC by the end of October. In Napa County there are no new RTIP funds for project capacity, though the jurisdictions are encouraged to review the existing RTIP project list. Project sponsors have the opportunity to update existing project funding plans and schedules.

ALTERNATIVES

Request that staff continue to explore other options to gap any shortfall besides the three listed in this memo.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently

Goal 4: Support Napa County's economic vitality

The Soscol Junction project is an operational improvement that will eliminate a major bottleneck along SR 29 in south Napa County. The Project will greatly reduce peak hour queue times by 90%, significantly reducing delay for freight, workers and residents. The investment of local RTIP funds will leverage state competitive dollars under the Solutions for Congested Corridors Program (SCCP).

ATTACHMENTS

(1) Napa County 2022 RTIP Projects
(2) 2022 RTIP County Fund Estimates
(3) California Transportation Commission Resolution G-19-12 https://catc.ca.gov/-/media/ctc-media/documents/programs/stip/stip-g12-revised-guidelines-062619-a11y.pdf

Napa 2022 RTIP Projects - FYs 2022-23 to 2026-27 ($1,000s)

ID	Project Name	Sponsor	Description	Cycle	Previous	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	2022 RTIP Request	Total Project Cost	Notes
1	Planning, Programming and Monitoring	NVTA	PPM	2022	$153	$52	$51	$50	$48	$48	$96		New funds $96,000 programmed in last two years
	Silverado Five- Way Inetersection Improvements	City of Napa	Intersection geometry improvements, lane widening, travel lane reconfiguration, and signal modification	2018				$1,153				$10,500	City will have funds in 24/25 and beyond
3	Devlin Road and Vine Trail Extension	American Canyon	Extending Devlin Rd. and Vine Trail approximately 2,500 feet to the south, connecting at Green Island Road	2018	$4,151							$5,000	In construction phase
4	Soscol Junction	NVTA	Intersection improvements at SR 29/SR221/Soscol Ferry Road; construct a north/south overpass on SR 29 and construct two roundabouts – one to the east and one to the west of the overpass – to allow multi-modal turning operations on and off SR 29, SR 221 and Soscol Ferry Road.	2018	$35,603							$64,000	$20 million in 2020 STIP advanced to project with a total of $35 million in STIP
5	Napa Valley Vine Trail St. Helena to Calistoga	NVTA	Class I multipurpose path between Calistoga and St. Helena	2018	$98							$10,400	
										Total	$96		

Metropolitan Transportation Commission

2022 RTIP Fund Estimate County Targets

Numbers based on FINAL 2022 STIP FE (Published 8/13/2021)

8/31/2021
All numbers in thousands

Table 1: County Share Targets

Draft	Through FY 2026-27 New Distrib.	Advanced, Carryover, and Lapsed	Regional Set-aside*	MTC PPM** FY 2025-26 & FY 2026-27	2022 STIP CTA Target***
Alameda	**22,035**	0	(5,063)	(355)	**16,617**
Contra Costa	**15,118**	45,890	(31,090)	(230)	**29,688**
Marin	**4,131**	(22,406)	(571)	(65)	**0**
Napa	**2,724**	(19,683)	(376)	(40)	**0**
San Francisco	**11,202**	1,548	(1,548)	(180)	**11,022**
San Mateo	**11,415**	3,912	(1,598)	(186)	**13,543**
Santa Clara	**26,162**	5,932	(3,632)	(414)	**28,048**
Solano	**6,854**	(29,263)	(945)	(109)	**0**
Sonoma	**8,423**	231	(4,577)	(131)	**3,946**
County Totals	**108,064**	**(13,839)**	**(49,400)**	**(1,710)**	**102,864**

Note: Counties with negative balance have a "$0" new share.
* Regional set-aside includes $31M from ARRA/Caldecott payback, $15M from SFOBB Bike/Ped Access projects, and $3.4M from MSN B2 payback (SON)
** Assumes 2% Escalation Rate for New Fys (reduced from 3.5%)
*** Does not include new CTA PPM programming

Table 2: Planning, Programming, and Monitoring Amounts
FY 2022-23, FY 2023-24

	PPM Limit FY 2022-23 through FY 2023-24	MTC PPM FY 2022-23 through FY 2023-24	Programmed CTA PPM Current Share Period		PPM FY 2022-23 through FY 2023-24 CTA Share
			FY 2022-23	FY 2023-24	
Alameda	**327**	**327**	0	0	**0**
Contra Costa	**636**	**212**	356	68	**0**
Marin	**61**	**61**	0	0	**0**
Napa	**139**	**37**	51	51	**0**
San Francisco	**472**	**167**	259	46	**0**
San Mateo	**481**	**173**	262	46	**0**
Santa Clara	**494**	**382**	112	0	**0**
Solano	**288**	**100**	159	29	**0**
Sonoma	**398**	**120**	278	0	**0**
County Totals	**3,296**	**1,579**	**1,477**	**240**	**0**

Note: Counties may redistribute PPM amounts across both fiscal years

Table 3: Planning, Programming, and Monitoring Amounts
FY 2024-25, FY 2025-26, FY 2026-27

	PPM Limit FY 2024-25 through FY 2026-27	MTC PPM FY 2024-25 through FY 2026-27	Programmed CTA PPM FY25 to FY28 Share Period			PPM Available for FY25 to FY28 Share Period CTA Share***
			FY 2024-25	FY 2025-26	FY 2026-27	
Alameda	**1,668**	**527**	394	0	0	**747**
Contra Costa	**1,143**	**342**	275	0	0	**526**
Marin	**313**	**97**	74	0	0	**142**
Napa	**206**	**60**	50	0	0	**96**
San Francisco	**847**	**268**	199	0	0	**380**
San Mateo	**863**	**277**	201	0	0	**385**
Santa Clara	**1,978**	**615**	469	0	0	**894**
Solano	**518**	**162**	123	0	0	**233**
Sonoma	**637**	**194**	153	0	0	**290**
County Totals	**8,173**	**2,542**	**1,938**	**0**	**0**	**3,693**

Note: Counties may redistribute and program PPM share across all three fiscal years
*** CTA PPM share has not been subtracted from 2022 STIP CTA target identified in Table 1

J:\PROJECT\Funding\RTIP\22 RTIP\FE Targets\[2022 Estimated STIP FE Targets.xlsx]2022 RTIP FE 2021-8-13

October 20, 2021
NVTA Agenda Item 10.3
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Purchase One El Dorado National 40' Axess Bus

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Purchase Order 21-2014 to acquire one (1) forty (40) foot El Dorado National Axess Diesel Bus from Creative Bus Sales in an amount not to exceed $450,000.

EXECUTIVE SUMMARY

The NVTA Board approved the purchase of an El Dorado Axess 40 foot diesel bus #253 in 2015. The bus cost was $542,780.13. The bus was in a non-preventable accident on November 20, 2020. After the bus condition was evaluated by a 3rd party bus repair shop and by El Dorado National it was deemed unrepairable. Transdev is getting the bus appraised and will seek reimbursement through the other party's insurance.

NVTA is experiencing a low spare ratio on its regional routes and needs a replacement bus. Creative Bus Sales has a 2016 demonstration bus with 50,000 miles for sale. It is also a 40-foot El Dorado Diesel Bus. Creative Bus Sales will sell NVTA the bus for $315,000 and integrate the systems recovered from bus #253 into the new bus at a total cost of $402,878.96

FISCAL IMPACT

The fiscal impact will not exceed $450,000 which includes the purchase of the bus, systems integration, and roughly $47,000 contingency (less the amount recovered by insurance for bus #253 to be determined).

October 20, 2021
NVTA Agenda Item 10.3
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Memo

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Rebecca Schenck, Program Manager – Public Transit
(707) 259-8779 / Email: rschenck@nvta.ca.gov

SUBJECT: Purchase One El Dorado National 40' Axess Bus

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Purchase Order 21-2014 (Attachment 1) to acquire one (1) forty (40) foot bus El Dorado National Axess Diesel Bus from Creative Bus Sales in an amount not to exceed $450,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The NVTA Board approved the purchase of an El Dorado Axess 40 foot diesel bus as part of a nine bus purchase on April 15, 2015. The bus costs $542,780.13 and was assigned #253. These nine El Dorado buses range in length from 35' to 40' and have been a reliable addition to the Vine bus service. This was the most recent 35' and 40' ft buses purchased by NVTA.

On November 20, 2020, bus #253 operating on the Route 11 was stopped on Rio Del Mar in the left hand lane at a red light. The bus initiated a left-hand turn on SR 29 when the light turned green and was hit in the center of the bus on the driver's side during the turn by a car traveling southbound on SR 29. The second vehicle did not stop at the red light. The accident was non preventable.

Bus #253 was totaled and an appraisal is in process. In the meantime, NVTA has been using one of two 2003 Gillig buses as replacements on the Routes 11 and 10, but those buses are beyond there useful life and only meant to be short-term replacements.

NVTA and TransDev staff have been looking for a long-term replacement bus and TransDev found this 2016 El Dorado Axess bus with limited miles that was available from Creative Bus Sales. The old farebox box, camera, passenger counters, radio and Clipper system from bus #253 will be placed in the new bus by Creative Bus Sales. Creative Bus sales will also paint the bus to match the exsting fleet and install Vine graphics on the bus. This new bus will resemble the old bus #253 and be consistent with the other eight El Dorado buses in the fleet. TransDev has been in discussion with Creative Bus Sales and will inspect the bus prior to NVTA's acceptance of the bus.

ALTERNATIVES

Forego purchasing the El Dorado Axess Bus until insurance payment is received, but that could mean that this demonstration bus is no longer available and NVTA staff will need to search for another replacement bus.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

This replacement bus will transport riders safely and reliably mostly on the Routes 10 and 11 that travel the length of Napa County. Currently we are using a 2003 bus to replace bus #253. The 2003 bus is beyond its useful life.

ATTACHMENT

(1) Purchase Order 21-2014

DRAFT

NAPA VALLEY TRANSPORTATION AUTHORITY

Purchase

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8636
Web: nvta.ca.gov

VENDOR

Creative Bus Sales
13501 Benson Street
Chino, CA 91710
POC: Dan Williams, 800-326-2877
danw@creativebussales.com

Purchase Order #: 21-2014
Date:
Vendor ID: 35349

Bill To:

NVTA
Accounts Payable
625 Burnell Street
Napa, CA 94559
ap@nvta.ca.gov

Ship To:

NVTA - VINE Transit Yard
720 Jackson Street
Napa, CA 94559
POC: Rebecca Schenck, 707.259.8636
rschenck@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
Schenck	TBD	Ground	DEST	Kulick	NET 30	68-471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: REPLACEMENT BUS (#253-TOTAL LOSS)				
1		**EA**	**BUS, CLASS H, EL DORADO AXESS,**				**$375,152.00**
			40', DIESEL				
			AS PER ATTACHED QUOTE DATED 29 SEP 21/WILLIAMS				
			CONTINUED ON PAGE 2 OF 17				

NOTICE OF INCLUDED TERMS AND CONDITIONS
This purchase order is a federally funded contract and as such, certain mandatory terms and conditions apply to this purchase order. These provisions include, **but are not limited to** the provisions of Buy America 49 U.S.C. §5323(j), 49 C.F.R. Part 661; Cargo Preference 46 U.S.C. § 55305, 46 C.F.R. Part 381; Fly America 49 U.S.C. § 40118, 41 C.F.R. §§ 301-10.131 through 301-10.143; Bus Testing 49 C.F.R. Part 665; U.S. DOT Third Party Procurement Regulations 49 C.F.R. §18.36 or 40 C.F.R. §§19.40 through 19.48, FTA Circular 4220.1F (including all mandated terms and conditions contained in Appendix D-4) and FTA Master Agreement FTA MA(24).

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

Subtotal	$375,152.00
Doc Prep	$ 85.00
Tax 7.75%	$ 26,289.71
Fees	$ 1,352.25
TOTAL	**$402,878.96**

VENDOR ACCEPTANCE

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

NAME AND TITLE DATE
(Signature of person authorized to sign)

ORDER AWARDED AND ISSUED BY

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

KATE MILLER, Executive Director DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: 8300 8302002 PUBLIC_TRANSIT VINE TDA STATE 83010

CONTINUATION SHEET 21-2014

QTY	Item #	Unit	Description	Unit Price	Total
1		EA	**BUS, CLASS H, 2016 - EL DORADO NATIONAL, AXESS, 40', DIESEL**		
			MANUFACTURER/DEALER PRE-OWNED **VIN #:** 1N9APACL6FC084036 **MILEAGE:** 50,000 MILES		
			WARRANTY: 2 YEARS STRUCTURAL **ADA EQUIPMENT:** ADA RAMP AND QRT 8100 WHEELCHAIR RESTRAINTS		
			SEATING: FABRIC, BLUE		
			CONTRACTOR will remove and install - GFI Farebox - Camera System		
			- Passenger Counter - 2-Way Radio (1675)		
			- Clipper System - install GMV/CAD system provided by NVTA		
			CONTRACTOR will - remove current graphics adhered to vehicle; full body repaint to match		
			current Vine fleet color scheme, re-wrap vehicle with Vine decals in accordance with branding guidelines		
			CONTRACTOR will be responsible for all labor, hardware/material needed to ensure that the vehicle is in a fully operational condition and		
			will pass vehicle inspection. **DELIVERY ADDRESS**: 720 JACKSON STREET, NAPA, CA 94559		
			POC: Rebecca Schenck, rschenck@nvta.ca.gov or 707.259.8636 **PAYMENT:** NET; upon delivery and acceptance of vehicle		
			///////////// CONTINUED //////////////////		

CONFERENCE 2017
ENC
CAUTION
THIS VEHICLE
IS CAPABLE
OF KNEELING

STEP UP
EMERGENCY EXIT
IN EMERGENCY
BREAK COVER
TURN HANDLE
PUSH DOOR
AT CENTER
CAUTION
WATCH YOUR STEP

STEP DOWN
WATCH YOUR STEP
WATCH YOUR STEP
NO STANDEES
BEHIND FIRST STE

ENC
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ENC
REV GROUP
ENC
BATTERY DISCONNECT
LACMTA

Creative Bus Sales
The Nation's Largest Bus Dealership

Creative Bus Sales
The Nation's Largest Bus Dealer
(888) 633-8380

GIAS International Express | Creative Collision & Paint | Creative Fleet Leasing

Revised Quote 09-28-2021

Vehicle Type:	**El Dorado National Riverside 40' Axess Diesel Bus**		
Contact:	**Ken Schwarzbach**	**Type of Ramp:**	☐ Braun ☐ Ricon
Agency:	**Transdev**	**Ramp Location:**	☐ Front ☐ Center
Address:		**Seat Insert:**	☐ Vinyl ☐ Cloth
City, State, Zip:		**Seat Insert Color:**	
Phone:	**707-251-1098**	**Seat Frame Color:**	
Fax:		**Floor Color:**	
E-Mail:	kenneth.schwarzbach@transdev.com	**Salesperson:**	**Dan Williams**

Quantity:	Description	Price	Ext. Price	ADA
1	Axess - *(Diesel)* - 40'	$315,000.00	$315,000.00	$30,000.00
1	GFI - Remove and install	$1,150.00	$1,150.00	$1,150.00
1	Camera - System Remove and Install	$7,975.00	$7,975.00	
1	Passenger Counter - Remove and Install	$4,400.00	$4,400.00	
1	Two Way Radio - Remove and Install1675	$1,500.00	$1,500.00	
1	Clipper System - Remove and Install	$4,400.00	$4,400.00	$4,400.00
1	Seats - Cannot Removed and Install Seats Due to Seat Track Differences	$0.00	$0.00	$0.00
1	ENC can only remove the three decals the red stripes are painted	$1,150.00	$1,150.00	$1,150.00
1	Full Body Paint Can Be Quotes if Desired	$0.00	$0.00	
1	Install Customer Supplied GMV / CAD System OnlyTwo-Way	$11,500.00	$11,500.00	
1	Complete Paint to Match Customer Exhisting Fleet	$18,757.00	$18,757.00	
1	Suppy and Install Graphics to Match Customer Exhisting Fleet	$9,320.00	$9,320.00	
		Class H - Base Price	$315,000.00	

The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options

Napa*

Published Options	$60,152.00	
Non-Published Options	$0.00	
Total	$375,152.00	$36,700.00
Doc Prep Fee	$85.00	
Non-Taxable	$36,700.00	
Taxable Amount	$339,222.00	
Tax Total	$26,289.71	7.750%
Sub-Total	$401,526.71	
DMV E-File Fee:	$30.00	
DMV Fee	$625.00	*(Estimated)*
Tire Fee	$12.25	
Delivery Zone	$685.00	
Total	**$402,878.96**	
Number of Units	1	
Final Total	**$402,878.96**	

REQUIRED FEDERAL CONTRACT CLAUSES

1. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the NVTA Executive Director or a designated representative and CONTRACTOR. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

2. TERMINATION

Contractor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement, and may be cause for termination of the Agreement. (49 USC 5323 Sec 11)

3. RETENTION OF RECORDS

Contractor agrees to keep, in accordance with generally accepted accounting principles, all records pertaining to the project for audit purposes for a minimum of three (3) years following final payment to Contractor or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NVTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (49 USC 5323)

4. AUDITS

Contractor agrees to grant NVTA or any agency that provides NVTA with funds for the Project, including but not limited to, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, and their authorized representatives access to Contractor's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of the Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway, and for the retention period specified herein. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (49 USC 5323 (g))

Contractor further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that NVTA, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding $25,000.

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132; and 49 U.S.C. § 5332 for federally funded projects, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment.

Further Contractor agrees to follow regulations as set forth under 41 CFR Part 60-1.4 (b) that

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

REQUIRED FEDERAL CONTRACT CLAUSES

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE project goal of 5.03 percent has been established for this project. NVTA has an overall established DBE goal of __ percent. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 , to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from NVTA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the NVTA. This clause applies to both DBE and non-DBE subcontracts.

Failure to comply with the terms of this provision may result in any or all of the following actions including but not limited to:

1. A finding of material breach of contract
2. Suspension of payment of invoices
3. Bringing to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties result) provided in 26.109.

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Forms 1 and 2 should be provided as part of the solicitation documents.

8. VETERAN'S PREFERRANCE

As required under 49 U.S.C. § 5325(k) Contractor shall givea hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

In the event that this project is funded by FTA in whole or in part, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NVTA requests which would cause NVTA to be in violation of the FTA terms and conditions.

10. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Contractor will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended.

11. ENERGY CONSERVATION PLAN

Contractor 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 USC 6321) and Federal requirements under 49 CFR 662 Subpart C.

12. DEBARMENT

Contractor certifies that neither it nor any of its participants, principals, or 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. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by NVTA. If it is later determined that the bidder or proposer

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

13. CLEAN AIR AND WATER POLLUTION ACTS

Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *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). The Contractor agrees to report each violation to NVTA and understands and agrees that NVTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

14. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 CFR Part 20. In addition, in the event the Agreement exceeds $100,000, Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 and shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award coved by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding $100,000).

15. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NVTA or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor's obligation to defend the NVTA is solely limited to reimbursing NVTA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTA which are ultimately determined to be due to Contractor's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

16. COMPLIANCE WITH LAWS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to NVTA, the U.S. DOT and FTA, which relate to or in any manner affect the performance of this Agreement. Those law, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on NVTA as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and are herein incorporated by this reference and made a part hereof.

17. BUY AMERICA REGULATIONS

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49CFR Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general wavier. An Offeror must submit to the FTA recipient the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general wavier. The Buy America Certification may be found on file in the offices of NVTA. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

18. COMPLIANCE WITH FTA REGULATIONS

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

19. DAVIS-BACON ACT

(a) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are

deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives,and the contracting officer agree on the classification and wage rate(including the amount designated for fringe benefits whereappropriate), a report of the action taken shall be sent by thecontracting officer to the Administrator of the Wage and HourDivision, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorizedrepresentative, will approve, modify, or disapprove every additionalclassification action within 30 days of receipt and so advise thecontracting officer or will notify the contracting officer within the 30- Day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(b) Withholding

The NVTA shall upon its own action or upon written requestof an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to

pay laborers and mechanics, including apprentices, Trainees, and helpers, employed by the contractor or any subcontractor the fullmount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NVTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or Trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and Trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NVTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government printing office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have beenmade either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractors or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator of the Wage and Hour Division of the
U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of Trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the Trainee level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee program. If the Trainee program does not mention fringe benefits, Trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a Trainee rate who is not registered and participating in a Training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any Trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a Training program, the contractor will no longer be permitted to utilize Trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, Trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(e) Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12. Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility:

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

(d) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section. (40 USC 3701-3708)

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACT

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

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under

the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject

23. CARGO PREFERENCE-U.S.FLAG

(a) Agreement Clauses. "Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment. material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States. a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to the Contracting Officer(through the prime contractor in the case of subcontractor bills-of- lading).

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

24. SAFE OPERATION OF MOTOR VEHICLES

Contractor agrees to comply with the Seat Belt Use and Distracted Driving clauses under 23 U.S.C Section 402 as outlined in Executive Orders No. 13043 and 13513.

25. BUS TESTING

Each third party contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements of 49 U.S.C. Section 5318, as amended by MAP-21, and FTA regulations, “Bus Testing,” 49 CFR Part 665.

26. PREAWARD REVIEW AND POST DELIVERY REVIEW

Each third party contract to acquire rolling stock must include provisions for compliance with applicable requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).

27. SEISMIC SAFETY

The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq.,in accordance with Executive Order No. 12699, “Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction,” 42 U.S.C. § 7704 note, and comply with implementing
U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

28. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the MasterAgreement between NVTA and FTA, as they may be amended orpromulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of thiscontract.

29. BONDING REQUIREMENTS

For those construction or facility improvement contracts or

subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts. Bid Bond Requirements (Construction)

a) Bid Security: A Bid Bond must be issued by a fully qualified surety company acceptable to NVTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b) Rights Reserved: In submitting this Bid, it is understood and agreed by bidder that the right is reserved by NVTA to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of NVTA. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of NVTA, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of NVTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by NVTA as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense NVTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify NVTA and pay over to NVTA the difference between the bid security and NVTA's total damages, so as to make NVTA whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction) - The Contractor shall be required to obtain performance and payment bonds as follows:

a) Performance bonds

i) The penal amount of performance bonds shall be 100 percent of the original contract price, unless NVTA determines that a lesser amount would be adequate for the protection of NVTA.

ii) NVTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. NVTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b) Payment bonds

i) The penal amount of the payment bonds shall equal:

(1) Fifty percent of the contract price if the contract price is not more than $1 million; or

(2) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(3) Two and one half million if the contract price is more than $5 million

ii) If the original contract price is $5 million or less, NVTA may require additional protection as required by subparagraph 1 if the contract price is increased.

Advance Payment Bonding Requirements - The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. NVTA shall determine the amount of the advance payment bond necessary to protect NVTA.

Patent Infringement Bonding Requirements (Patent Indemnity) - The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. NVTA shall determine the amount of the patent indemnity to protect NVTA.

Warranty of the Work and Maintenance Bonds

a) The Contractor warrants to NVTA, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by NVTA, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the NVTA, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship. General Conditions a minimum period of one (1) year after Final Payment by NVTA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to NVTA. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to NVTA written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

30. RECYCLED PRODUCTS PREFERRENCE

To the extent applicable, the Contractor agrees to comply with the U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

31. PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

32. BREACHES AND DISPUTE RESOLUTION

In compliance with FTA Circular 4220.1F:

Disputes – Disputes arising in the performance of this Contract which

are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NVTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of copy, the contractor mails or otherwise furnishes a written appeal to the NVTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the NVTA shall be binding upon the Contractor and the Contractor shall abide be the decision.

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

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

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

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

33. ADA ACCESS REQUIREMENTS

Contractor must comply with the requirements that are applicable to

A. Title I of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Section 12101 et seq.;

B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section794;

C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section5301 (d);

D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37 and 38 and 36 C.F.R. Part 1192;

E. U.S. Architectural and Transportation Barriers Compliance Board, “ADA Accessibility Guidelines for Buildings and Facilities”, (ADAAG);

F. U.S. Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R Part 35;

G. U.S. DOJ Regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial facilities, “ 28 C.F.R. Part 36;

H. U.S. General Services Administration regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. subpart 101-19;

I. U.S. Equal Employment Opportunity Commission (EEOC), “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630.

J. U.S. Federal Communications Commission regulations, “Telecommunications relay Services and Related Customer Premises equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F.

October 20, 2021
NVTA Agenda Item 10.4
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Vine Transit On-Demand Services No-Show Policy

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt an expanded on-demand no-show services policy to penalize riders who do not show up for on-demand rides similar to NVTA's current Americans with Disabilities Act (ADA) Paratransit Services no-show policy.

EXECUTIVE SUMMARY

NVTA's adopted transit policies are included in the document Polices, Practices, and Procedures Manual: Transit Policies. Chapter 5 ADA Paratransit Policies, Section 13 No-Shows outlines the current has a no-show policy for VineGo, NVTA's ADA Paratransit service. Now that NVTA is operating on-demand services in the City of Napa, NVTA staff wants to implement a similar policy for on-demand rides due to a significant increase in no-shows that are hindering NVTA' s ability to maintain reasonable wait-times on the City of Napa on-demand service.

FISCAL IMPACT

None

October 20, 2021
NVTA Agenda Item 10.4
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY
Board Agenda Memo

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Rebecca Schenck, Program Manager – Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov

SUBJECT: Vine Transit On-Demand Services No-Show Policy

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt an expanded on-demand no-show services policy (Attachment 1, beginning on page 36) to penalize riders who do not show up for on-demand rides similar to NVTA's current Americans with Disabilities Act (ADA) Paratransit Services no-show policy.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Vine Transit started operating on-demand service within the City of Napa on April 27, 2020. The Vine continues to operate on-demand service along with four fixed routes in the City of Napa. Since the start of local schools in August and September, NVTA has seen a steady increase in local ridership within the City of Napa. With this increase in demand and with new riders using the on-demand services for the first time both wait times and no-shows have increased in the month of September. The number of no-shows increased in September to 16% and the data indicates that these no-shows are occurring because of a small percentage of the overall riders.

Table 1: Requested Trips, Cancelations and No Shows

	June		July		August		September	
	Number	%	Number	%	Number	%	Number	%
Trips Requested	4,776	100%	4,702	100%	4,516	100%	4,111	100%
Completed	3,516	74%	3,571	76%	3,150	70%	2,549	62%
Canceled	656	14%	618	13%	792	18%	909	22%
No Shows	604	13%	513	11%	574	13%	649	16%

Table 2: Wait Times

	June	July	August	September
Wait Times	0:15:29	0:14:46	0:19:13	0:24:31

Table 3: City of Napa Local Ridership

	June	July	August	September
On-Demand Ridership	4,055	4,087	3,723	2,943
City of Napa Fixed Route	2,108	1,903	4,100	5,839
TOTAL	6,163	5,990	7,823	8,782

To remedy these issues NVTA staff recommends amending Vine Transit policies so that NVTA can enforce a no-show policy. The full text of the revised NVTA Policies, Practices and Procedures Manual: Transit Policies is included as Attachment 1, beginning on page 36. The key provisions are similar to NVTA's policy on ADA trips in section 9.3 that missing three (3) trips or 10% or more of a passenger's total trips in a calendar month is considered chronic no-show behavior. If a rider presents chronic no-show behavior he or she will be provided with written notification of their impending suspension and the degree of their penalty. The penalties are described below:

- 1st month – Passenger will receive a phone call and a letter to review the policy and rider expectations.
- 2nd month – Seven (7) day suspension
- 3rd month – Fourteen (14) day suspension
- 4th month and after – increasing penalties by one (1) week up to one (1) month suspension.
- Penalties will reset after a year period from the first warning letter.

At any point that an individual receives a written warning or impending suspension notice they may appeal the suspension within sixty (60) days of receipt. The appeals panel will render a final written decision within thirty (30) days of receiving the appeal. During the period of suspension, the rider is able to continue to use the Vine fixed route service.

ALTERNATIVES

The Board may choose to keep the existing Vine Rider Code of Conduct (Attachment 1) and not expand the policy to apply to on-demand service in the City of Napa and instead just encourage courteous and thoughtful behavior with no penalty element.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Notifying and potentially suspending chronic no-shows from using on-demand bus service will allow more people to use on-demand public transit in the City of Napa by limiting wait times. Each time a driver goes for an on-demand pick-up and the rider does not show up, service is hindered and other customers will have a unnecessarily long wait.

ATTACHMENT

(1) Revised NVTA Policies, Practices, and Procedures Manual: Transit Policies (redline version)

ATTACHMENT 1
NVTA Agenda Item 10.4
October 20, 2021

NVTA
POLICIES, PRACTICES, AND PROCEDURES MANUAL

TRANSIT POLICIES

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CHAPTER 1 INTRODUCTION

Section 1.1. Overview

The Napa Valley Transportation Authority (NVTA) is responsible for the provision of all public transit service in the Napa Valley. It is the agency's commitment to operate safe, effective, and efficient services, maintain the highest standards of quality, integrity and customer service, and comply with all applicable local, State and Federal laws. The polices and standards identified are designed to uphold these ideals.

1.1.1 Service Standards

	EFFECTIVENESS									PERFORMANCE/EFICIENCY		
Service Type	Density	Peak and Base Frequencies*	Service Span*	Scheduling	Route Structure	Load Factor*	Vehicles	Stop Spacing	Stop Amenities*	Farebox Recovery	Passengers per hour	On-time Performance*
Local and Regional (Routes 1 through 11)	4,000 to 5,000 (Medium Density) [such as urban areas of Napa]	~~Not to exceed 30 minutes in the peak and 60 minutes midday~~ Frequency of service should never be more than one bus per hour	7 AM to 7 PM (Monday to Saturday) 9 PM for valley-wide commuter routes.	Clock Headways preferred	Modified Grid: uses the layout of the urban area	~~1.25~~ Less than 1.5 in peak, less than or equal to 1.0 in off peak	Standard 40' or smaller vehicle to meet load	~~1/4 to 1/2 mile depending on density~~ Depends upon whether stop is urban or suburban in nature. See Chapter 13	Shelters based on high ridership routes in areas with lower frequency	Meet or exceed 17%	Twelve passenger per hour	90% of service will operate on time (between 0 minutes early and 5 minutes late)
~~Regional (Urban)~~ Express (Routes ~~2~~01 & 29)	3,000 to 4,000 (Low Density)	~~Not to exceed 2 hours in the peak. No midday standard.~~ Frequency of service should never be more than one bus per one and a half hours	6 AM to 7 PM (Monday to Friday) 9 PM for valley-wide commuter routes.	Scheduled to meet regional connections	Focal Point: provides access between two focal areas to provide regional and intercity connectivity	~~1.00~~ Equal to or less than 1.0	Standard 40' or smaller vehicle to meet load	~~1/2 to 1 mile depending on density or trip generators and attractors (such as school, shopping, medical).~~ Average 25,000ft apart centered upon major employment centers	Shelters based on high ridership routes in areas with lower frequency	Meet or exceed 17%	Seven passengers per hour	90% of service will operate on time (between 0 minutes early and 5 minutes late)
~~Regional (Rural) (Routes 25)~~	~~3,000 to 4,000 (Low Density)~~	~~Not to exceed 2 hours in the peak. No midday standard.~~	~~6 AM to 7 PM (Monday to Friday)~~	~~Scheduled to meet regional connections~~	~~Focal Point: provides to connect rural focal area and regional hubs.~~	~~1.00~~	~~Standard 40' or smaller vehicle to meet load~~	~~1 to 2 mile depending on density or trip generators and attractors (such as school,~~	~~Shelters based on high ridership routes in areas with lower frequency~~	~~Meet or exceed 15%~~	~~Five passengers per hour~~	~~90% of service will operate on time (between 0 minutes early and 5 minutes late)~~
Community (American Canyon and St. Helena)	3,000 to 4,000 (Low Density)	~~Not to exceed 45 minutes in the peak and 90 minutes midday.~~ Upon call in, service will arrive within 15 - 30 minutes.	7 AM to 5 PM (Monday to Friday) or based upon available funds	As required to meet demand	Focal Point: provides access between focal areas within a small community	~~1.25~~ Less than 1.5 in peak for local service, less than or equal to 1.0 in off peak	30' vehicle or smaller	~~1/2 to 2/3 mile depending on density or trip generators and attractors (such as school, shopping, medical).~~ No standard	Shelters based on high ridership routes in areas with lower frequency	Meet or exceed 10%	Five passenger per hour	~~90% of service will operate on time (between 0 minutes early and 5 minutes late)~~ 90% of service will arrive within 30 minutes of call in
City Demand Response (Calistoga and Yountville)	3,000 and below	Upon call in, service will arrive within 15 - 30 minutes.	Service based upon available funds	As requested	No standard	~~No standard~~ Less than 1.5 in peak for local service, less than or equal to 1.0 in off peak	30' vehicle or smaller	No standard	Shelter locations are responsibility of city partners	Meet or Exceed 10% (includes City or other sponsor funding)	Two passengers per hour	90% of service will arrive within 30 minutes of call in

*Required by Title VI for Fixed Route Service Only

1.1.2 Performance Measures and Performance Standards

In order to meet the mobility needs of the residents of Napa County, NVTA strives to implement the highest quality transit services possible. The measures and performance standards ensure that NVTA can monitor and responded to any deficiencies that may be the outcome of poor quality of service.

Measure	Standard
Total Ridership	**Fixed Route:** Increase over prior fiscal year **Paratransit:** Growth should not lead to denials **Community Shuttles:** Growth should not lead to excessive wait times
Passengers per Revenue Vehicle Hour	**Fixed Route:** Greater than 80% of system average **Paratransit:** Greater than 2.0 **Community Shuttles:** Greater than 4.0
Load factor	**Fixed Route:** Less than 1.5 in peak for local service, less than or equal to 1.0 in off peak for local service. All commuter services should be equal to or less than 1.0 during all times of day. **Paratransit:** Never exceed 1.0 **Community Shuttles:** Less than 1.5 in peak for local service, less than or equal to 1.0 in off peak.
Percent Missed Trips per Trip Miles	**Fixed Route:** Less than .01% **Paratransit:** 0% **Community Shuttles:** Less than .01%
Scheduled On-Time Arrivals	**Fixed Route:** Equal or greater than 90% on-time **Paratransit:** Equal or greater than 97% on-time **Community Shuttles:** 90% of service will arrive within 30 minutes of request for service.
Passenger Injuries	**All Modes:** Less than 1 per 100,000 passenger trips
Preventable Accidents	**All Modes:** Less than 1 per 100,000 revenue miles
Complaints	**Fixed Route**: Less than 1 per 100,000 revenue miles **Paratransit:** No more than 1 complaint for every 600 passenger trips. **Community Shuttles:** Less than 1 per 5,000 revenue miles
Percent of Trips Denied	**Paratransit:** 0%
Cleanliness of Buses	Interiors and exteriors cleaned daily
Proximity to Service	**Fixed Route:** 95% of dwelling units in areas having six or more units per acre to be located with 1-4 mile of a stop, all major destinations to be within 1-8 of a mile of a stop. **Paratransit:** Service will be available to all qualifying residents of Napa County with residences, destinations, or the ability to find alternate means to come within 3-4 of a mile from Vine fixed route service.
Frequency of Service	**Fixed Route:** Frequency of service should never be more than one bus per hour for local and intercity

Measure	Standard
	buses. Commuter service frequency should never be more than one bus per one and half hours. System average should be 45 minutes or less.
Percentage of ADA Accessible Stops	100% of all new stops shall be ADA accessible, existing stops should be made accessible to the greatest extent possible.
Bus Stop Amenities	Stops which average 50 or more riders a day should have a shelter installed if feasible.
Trip length	**Paratransit:** Trips should not exceed 1.25 times that of an equivalent trip on fixed route transit.

1.1.3 Operate Safe, Reliable, and Comfortable Service

Safe, reliable, and comfortable service are NVTA's top priorities. Promoting safe habits for drivers and delivering service people want to use benefits the agency as well as the community.

Measure	Standard
Average Age of Fleet by Vehicle Type	**Fixed Route:** Average age should not exceed 12 years. **Paratransit:** Average age should not exceed 4 years. **Community Shuttles:** Average age should not exceed 4 years.
Average Mileage of Fleet by Vehicle Type	**Fixed Route:** Average should not exceed 500,000 miles. **Paratransit:** Average should not exceed 100,000 miles. **Community Shuttles:** Average should not exceed 100,000 miles.
Scheduled On-Time Arrivals	**Fixed Route:** Equal or greater than 90% on-time **Paratransit:** Equal or greater than 97% on-time **Community Shuttles:** 90% of service will arrive within 30 minutes of request for service.
Passenger Injuries	**All Modes:** Less than 1 per 100,000 passenger trips
Preventable Accidents	**All Modes:** Less than 1 per 100,000 revenue miles
Complaints	**Fixed Route**: Less than 1 per 100,000 revenue miles **Paratransit:** No more than 1 complaint for every 600 passenger trips. **Community Shuttles:** Less than 1 per 5,000 revenue miles
Percent of Trips Denied	**Paratransit:** 0%
Cleanliness of Buses	**All Modes:** Interiors and exteriors cleaned daily
Percent Missed Trips per Trip Miles	**Fixed Route:** Less than .01% **Paratransit:** 0% **Community Shuttles:** Less than .01%
Preventative Maintenance Work Completed On-Time	Greater than 99%
Vehicle Service Miles Between Road Calls	Greater than 25,000 miles
Load factor	**Fixed Route:** Less than 1.5 in peak for local service, less than or equal to 1.0 in off peak for local service. All commuter services should be equal to or less than 1.0 during all times of day. **Paratransit:** Never exceed 1.0 **Community Shuttles:** Less than 1.5 in peak for local service, less than or equal to 1.0 in off peak.

Measure	Standard
Frequency of Service	**Fixed Route:** Frequency of service should never be more than one bus per hour for local and intercity buses. Commuter service frequency should never be more than one bus per one and half hours. System average should be 45 minutes or less.
Percentage of ADA Accessible Stops	100% of all new stops shall be ADA accessible, existing stops should be made accessible to the greatest extend possible
Bus Stop Amenities	Stops which average 50 or more riders a day should have a shelter installed if feasible.
Trip length	**Paratransit:** Trips should not exceed 1.25 times that of an equivalent trip on fixed route transit.

1.1.4 Efficiently Use of Resources

NVTA strives to use its resources in an efficient and responsible manner. Ensuring needs are met and budgets are not overrun are two of NVTA's top financial goals.

Measure	Standard
Total Ridership	**Fixed Route:** Increase over prior fiscal year **Paratransit:** Growth should not lead to denials **Community Shuttles:** Growth should not lead to excessive wait times
Passengers per Revenue Vehicle Hour	**Fixed Route:** Greater than 80% of system average **Paratransit:** Greater than 2.0 **Community Shuttles:** Greater than 4.0
Subsidy per Passenger	**Fixed Route:** At or less than $6.50 **Paratransit:** At or less than $40 **Community Shuttles:** At or less than $15
Operating Cost per Service Hour	**Fixed Route:** At or less than $60
Operating Cost per Revenue Hour	**Paratransit:** At or less than $90 **Community Shuttles:**
Operating Cost per Passenger	**Fixed Route:** At or less than $4.50 **Paratransit:** At or less than $24 **Community Shuttles:** At or less than $75
Farebox Recovery Ratio	**Fixed Route:** Meet or exceed 15%. **Paratransit:** Meet or exceed 10%. **Community Shuttles:** Meet or exceed 10%.
Load factor	**Fixed Route:** Less than 1.5 in peak for local service, less than or equal to 1.0 in off peak for local service. All commuter services should be equal to or less than 1.0 during all times of day. **Paratransit:** Never exceed 1.0 **Community Shuttles:** Less than 1.5 in peak for local service, less than or equal to 1.0 in off peak.
Percent Missed Trips per Trip Miles	**Fixed Route:** Less than .01% **Paratransit:** 0% **Community Shuttles:** Less than .01%
Scheduled On-Time Arrivals	**Fixed Route:** Equal or greater than 90% on-time **Paratransit:** Equal or greater than 97% on-time **Community Shuttles:** 90% of service will arrive within 30 minutes of request for service.
Complaints	**Fixed Route**: Less than 1 per 100,000 revenue miles **Paratransit:** No more than 1 complaint for every 600 passenger trips. **Community Shuttles:** Less than 1 per 5,000 revenue miles
Percent of Trips Denied	**Paratransit:** 0%

Measure	Standard
Proximity to Service	**Fixed Route:** 95% of dwelling units in areas having six or more units per acre to be located with 1-4 mile of a stop, all major destinations to be within 1-8 of a mile of a stop. **Paratransit:** Service will be available to all qualifying residents of Napa County with residences, destinations, or the ability to find alternate means to come within 3-4 of a mile from Vine fixed route service.
Frequency of Service	**Fixed Route:** Frequency of service should never be more than one bus per hour for local and intercity buses. Commuter service frequency should never be more than one bus per one and half hours. System average should be 45 minutes or less.

1.1.5 Be a Forward Think Organization Meeting the Needs of an Evolving and Diverse Community

NVTA is always looking for new and useful technology that will make operating the system more efficient as well as attract new riders. By listening to the needs and wants of the community as well as introducing useful tools to the system NVTA will be able to create a strong and vibrant transit system.

Measure	Standard
Stop Spacing	Stops should be spaced no closer than 1-4 of a mile and no further than 1-3 of a mile in urban areas. Stops located in rural areas will be evaluated on a case by case basis to ensure that ADA accessibility requirements are met and there is a clear and present demand.
Proximity to Service	**Fixed Route:** 95% of dwelling units in areas having six or more units per acre to be located with 1-4 mile of a stop, all major destinations to be within 1-8 of a mile of a stop. **Paratransit:** Service will be available to all qualifying residents of Napa County with residences, destinations, or the ability to find alternate means to come within 3-4 of a mile from Vine fixed route service.
Frequency of Service	**Fixed Route:** Frequency of service should never be more than one bus per hour for local and intercity buses. Commuter service frequency should never be more than one bus per one and half hours. System average should be 45 minutes or less.
Percentage of ADA Accessible Stops	100% of all new stops shall be ADA accessible, existing stops should be made accessible to the greatest extend possible
Bus Stop Amenities	Stops which average 50 or more riders a day should have a shelter installed if feasible.
Average Age of Fleet by Vehicle Type	**Fixed Route:** Average age should not exceed 12 years. **Paratransit:** Average age should not exceed 4 years. **Community Shuttles:** Average age should not exceed 4 years.
Average Mileage of Fleet by Vehicle Type	**Fixed Route:** Average should not exceed 500,000 miles. **Paratransit:** Average should not exceed 100,000 miles.

Measure	Standard
	Community Shuttles: Average should not exceed 100,000 miles.
Total Ridership	**Fixed Route:** Increase over prior fiscal year **Paratransit:** Growth should not lead to denials **Community Shuttles:** Growth should not lead to excessive wait times
Passengers per Revenue Vehicle Hour	**Fixed Route:** Greater than 80% of system average **Paratransit:** Greater than 2.0 **Community Shuttles:** Greater than 4.0
Maintain an up-to-date list of stakeholders	Contact individuals and organizations yearly to ensure information is up-to-date on contact list.
Implement Public Outreach in Accordance with the Title VI Public Participation Plan	Complete check-list of required processes in accordance with Title VI Public Participation Plan prior to an outreach event.
Land Use Coordination	Comment on all design referrals with obvious transit nexus. Ensure participation on any TAC for major local land use projects

CHAPTER 2 MAJOR SERVICE CHANGES

Section 2.1. Overview

Prior to Board approval all major service changes will be subject to an equity analysis, which includes an analysis of adverse effects.

2.1.1 Major Service Change

A "Major Service Change" is defined as the following, unless otherwise noted under E. EXCEPTIONS:

A. A new transit route. (The reassignment of existing route numbers, including reassignment of numbers resulting from splitting or combining two or more existing routes, which creates a new route "number" will not constitute a new transit route. Should the adjustment impact miles or hours, criteria (c) and (d) shall be considered); or

B. New service on streets not previously used by any route (excluding major arterial streets and streets designated as a truck route); or

C. Any aggregate change of 30 percent or more of the number of transit revenue hours of a route computed on a daily basis for the day of the week for which the change is proposed; or

D. Routing changes that alter 40 percent or more of a route's path. Minor changes to an existing route shall not constitute a "major change in route."

E. EXCEPTIONS: Exceptions to the major adjustments of transit service include:

1. Changes to a service on a route with productivity levels at 50 percent or below of NVTA's Transit standards in a typical service day are not considered "major" unless service on that route is eliminated completely on any such day. Productivity standards are based on NVTA's Transit's route typology as adopted in the Short Range Transit Plan.

2. Headway adjustments from existing headways of up to 20 minutes not made in conjunction with a change in revenue vehicle miles or hours provided in (c) and (d) above.

3. Standard seasonal variations, unless the variation, as compared to operations during the previous season, fall within the definition of major adjustments listed above.

4. The introduction or discontinuation of short- or limited-term service (e.g., promotional, demonstration, seasonal or emergency service, or service provided as mitigation or

diversions for construction or other similar activities), as long as the service will be or has been operated for no more than twelve months. Emergency service changes include changes in routes of service frequencies that may be necessitated due to a disaster that severely impairs public health or safety; changes in access to public streets (such as street closures); or the ability of Agency equipment to travel on public streets.

5. The restoration of service previously eliminated due to budget constraints, provided the service runs on the same route as it had prior to its elimination, subject to minor deviations that do not exceed the requirements of (a), (b), (c), or (d) above.

6. Changes to infrequent, seasonal, or supplemental routes, including supplemental school routes that meet the requirements of (a) or (b).

CHAPTER 3 PASSENGER FARES, PASSES & TRANSFERS

Section 3.1. Definitions

For the purposes of these policies, the following definitions shall apply:

Fare: The fee charged and received by NVTA in exchange for transit services provided. The fare can be in the form of cash payment at the time of service, prepayment through other means or Clipper. Many transit fares are typically collected and recorded via an electronic recording device, known as a farebox; however, this is not the only method of collecting and recording fees. This policy may use the term fare and farebox interchangeably, and shall be interpreted as the totality of the fees.

Base Fare: For purposes of the fare policy, the base fare will be defined as the single unlinked trip, full cash fare.

Youth Fare: Fare for any rider 18 years of age and under (photo ID with proof of age required).

Child Fare: Fare for any child 5 years of age and younger.

Express Bus Route: A deluxe bus route characterized by one or more segments of high-speed, non-stop operation, and with a limited number of stops which are generally provided for commuter service.

Fare Media: Fare media shall be defined as all passes, tickets, cards or ID's sold or otherwise distributed for use on various NVTA services.

Half-Fare: Fares, as defined above, for eligible persons with disabilities, senior riders or Medicare cardholders. The cash half fare is the maximum of one-half of the full cash fare or the current FTA guidelines (Code of Federal Regulations, Title 49, Subtitle B, Chapter Vi, Part 609), rounded down to an increment of $0.05.

Local Bus Route: Any fixed route bus service not designated as an express or shuttle bus route.

Shuttle Bus Route: Local distribution services that operate in a small area and are used for shorter than average length trips are classified as shuttle services.

Mode: Defines the different types of services offered by NVTA, which includes local bus, express bus, shuttle bus and Para-Transit.

Senior: Any person age 65 or older (photo ID with proof of age required at boarding).

Person with Disability: People who meet the currently enforced Federal Transit Administration's (FTA) definition of people with disabilities. At the time of the adoption of this policy, the definition is: "*any individual who, by reason of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including any individual who is a wheelchair user or has semi-ambulatory capabilities), cannot use effectively, without special facilities, planning or design, mass transportation service or a mass transportation facility*."

Medicare Cardholders: Individuals who have been issued a Medicare card, regardless of age or disability.

Day Pass: A 24 hour period pass valid for unlimited travel on all VINE fixed route services (excluding Route 29) for one calendar day from the time of activation through the end of the service day.

Monthly Pass: A thirty (31) day period pass valid for unlimited travel on all VINE fixed route services (excluding the Route 29) for 31 calendar days from the day of activation through the end of the 31st consecutive service day.

Section 3.2. Fare Policies

Napa Valley Transportation Authority's (NVTA) Fare Policy establishes principles and polices that govern recovery of passenger revenues in support of NVTA's vision of the Vine being a customer-driven and efficient public transportation system serving the County of Napa.

3.2.1 Revenue Collection Principles

Generally, fares are required to generate revenue to offset a component part of NVTA's expenses as defined by the Transportation Development Act (TDA) as part of a sustainable long-term Financial Plan. The following principles guide establishment and management of NVTA's fare revenue collections:

A. Promote ridership on all transit related services: NVTA seeks to encourage and facilitate transit ridership within VINE's service area. Vine's fares shall; therefore, be devised to be attractive to the widest possible range of existing and potential rider groups.

B. Equitable fares: To be equitable, fares must take into account the needs of Vine's riders as well as the cost and value of the service provided by the Vine. Vine's fares shall support the travel patterns and requirements of transit riders throughout the service area and shall also reflect differences in the characteristics and frequency of the service provided, while not undervaluing Vine's service.

C. Enhance mobility & access: Vine fares shall enhance the ability of riders to access the system and move through it with ease. To do so, Vine fares shall be easy to understand and shall promote a unified system by simplifying and, where effective and possible, unifying fares across services.

D. Effective & cost efficient: Vine's fare pricing, fare policy, fare media distribution channels, and fare collection technologies shall be developed and operated to be easily applied by transit operating employees, as well as to minimize the costs associated with fare collection, fare media distribution and revenue processing.

E. Management: Vine's fares and fare collection system shall be designed to facilitate data collection to foster analytical decision making by NVTA's staff.

In keeping with these principles, the policies governing Vine's fares are set forth below:

A. **Farebox Recovery:** Vine collects fares from passengers riding its transit services as one element of funding these services. These fares are then used to offset the costs of providing the transit service, otherwise known as Farebox Recovery. The Farebox Recovery ratio is defined as the ratio of the transit fares to the operating costs. NVTA's farebox recovery ratio target shall be equal to those targets set forth by Transit Development Act regulations. Urban transit services, Vine and American Canyon Transit, have a farebox recovery target different than that of rural transit (Calistoga Shuttle, St. Helena Shuttle and Yountville Trolley) and ADA Paratransit services. See note D at the end of this document for current regulatory farebox recovery rates.

B. **Vine Fare Adjustments:** Fare adjustments are defined as any permanent changes to Vine's fare structure. Decisions on fare adjustments are made by the NVTA's Board of Directors. Prior to making a decision on a fare adjustment, the Board shall consider the recommendation by NVTA's staff, including but not limited to an analysis of the impacts on minorities and low-income individuals consistent with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq), the Federal Transit Administration (FTA) Title VI regulations (49 CFR part 21), and FTA's Circular 4702.1B, including any future amendments thereto, as well as NVTA's Title VI Policy. Prior to raising a fare, NVTA shall solicit and consider public comment in compliance with 49 USC Chapter 53 and FTA Circular 9030.1C, including any future amendments thereto. Implementation of a fare adjustment shall occur no earlier than 30 days and no later than 12 months following approval by the Board of Directors. Any change in the fare shall be rounded to the nearest $.05.

   Fare adjustments shall be considered by the NVTA Board under the following scenarios:

   1. Following NVTA's annual report if VINE has failed to meet its farebox ratio goal defined in the fare policy.

   2. Every three years the NVTA Board of Directors will consider fare adjustments to match the previous three years of CPI-U for the San Francisco – Oakland – San Jose Region or to match the percent increase in Vine expenditures for the previous three years whichever is greater. Unless the farebox ratio for the previous fiscal year is equal to or greater than 20%. In which case fare increases shall be paused.

      NVTA staff will annually report to the Board a review of farebox revenues and the farebox recovery ratio for the entire system and service. NVTA staff will recommend possible

solutions for meeting the minimum farebox recovery if analysis indicates it has not been met. Solutions may include a recommendation for a fare adjustment. Such recommendation will include consideration of economic trends, Vine's current and future operating health and the value of services, both qualitative and quantitative, in the communities served.

C. **Fare Differentials**: Vine's fares shall balance simplicity and uniformity of fares with the equity of pricing services consistent with the cost and value of providing that service. The number of fare types, levels, and fare payment instruments shall consider the ease of enforcement by vehicle operators, ease of understanding by customers and the ease of tracking with both the farebox technology and the back-office technology.

Services that cost more to operate or provide additional value to passengers compared with local bus service are considered premium services, and may be priced higher (but never lower) than local bus service. Premium services include express buses, paratransit, and if implemented in the future, bus rapid transit. The price structure for each premium service will be set separately.

Local distribution services that operate in a small area and are used for shorter than average length trips provide less value to riders and are classified as shuttle services. Shuttle services may be priced equal to or lower than local bus service.

D. **Vine-GO Paratransit Fares:** Vine Go's policy, in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12143) and the implementing FTA Regulations (49 CFR Section 37.121) is that ADA complementary paratransit fares will equal twice the regular fixed-route fare for the same trip. If the Act is changed, this policy shall be changed to be consistent with federal law. If ADA complementary paratransit provides service beyond or in addition to the federally defined ADA complementary paratransit service, a higher fare shall be charged for that service.

E. **Vine Local Passes:** Prepayment of fares on the fixed-route system shall be encouraged. Monthly local Vine passes shall be discounted to provide some savings to commuters compared with the cash fare, but not less than 30 (See Attachment A) times the cash fare. Day passes shall be priced at least equivalent to the cost of three boardings and no more than the cost of six boardings. Twenty ride passes shall provide the equivalent of 20 rides and shall be discounted no more than 10% (See Attachment A) from the actual value. These policies shall be applied equitably across all fare types (Adult, Youth and Discount). Passes shall be priced to expedite the

boarding process.

Employer, university or schools and other qualifying group pass programs shall be priced so that either:

1. The anticipated average revenue per boarding to VINE from such programs is approximately equal to or greater than VINE's average revenue per boarding for the two most recent fiscal years excluding these programs, or
2. The anticipated revenue from the program is at least equal to the estimated revenue previously generated by the riders switching to the program.

F. **Vine Express Fares and Passes**

1. Vine Route 29: Vine Route 29 is a partially grant funded premium express service from Calistoga to the Vallejo Ferry and BART. As such it is primarily intended to service commuters traveling to and from the City of San Francisco and the East Bay. The cash fares shall be split into a two tiered system with one fare to the Vallejo Ferry Terminal and higher fare to BART. As a grant funded route the farebox requirement for the Route 29 is 20% and the fare structure is independent of the local VINE routes. As a commuter route the discounted fare provisions of this policy do not apply to the Route 29 therefore all cash and pass fares shall be equal. The Route 29 farebox ratio and fares shall be reviewed on the same schedule set forth for the local routes but there is no provision for automatic increases to the fares. Passes will cost no less than 20 (See Attachment B) times the cash fare. Only Route 29 monthly passes shall be valid on the Route 29. Punch passes can be used on the Route 29 but a single ride will cost multiple punches depending on the destination. Transfers are not accepted onto the Route 29 but transfers shall be issued for use on other eligible VINE routes upon request.

2. Vine Route 21: Vine Route 21 is a grant funded premium express route servicing a connection between the Soscol Gateway Transit Center and the Suisun City Train Depot. As a grant funded route the Route 21 is not required by law to meet a specific farebox recovery ratio but by NVTA policy it is the goal of the agency to reach a farebox recovery ratio equal to that of the regulatory minimum for rural transit services. The Route 21 farebox ratio and fares shall be reviewed on the same schedule set forth for the local routed but there is no provision for automatic increases to the fares. Cash fares for the Route 21 are set independent of the VINE local fares and as a commuter route the discounted fare provisions of the

local VINE service do not apply to the Route 21. The Route 21 does not have a distinct monthly pass but all other passes are valid for use on the Route 21. In the case of a punch pass one ride shall be equal to two punches. Transfers are accepted onto the Route 21 from any other VINE route.

G. **Local Shuttle Services:** Local shuttle service fares (St. Helena, Yountville, Calistoga and American Canyon) are defined by the individual Agreements between the jurisdiction and NVTA. These shuttle services are not subject to any provision stated in the Fare Policy except those required by law and defined within the relevant Agreement.

H. **Promotions and Special Events:** Fare promotions, including special event fares, may be used to attract riders to Vine services. Fare promotions can be a cost-effective method of attracting riders to new services (such as new bus routes) and existing services. For the purpose of this policy, Fare Promotions shall be defined as any new fare card, fare media, cash fare or other transit fare which is not part of the adopted fare structure and may be priced higher or lower than Vine's regular fares. Fare Promotions are not required to include a specific fare for seniors, Medicare cardholders or individuals with disabilities, however the rates charged seniors, Medicare cardholders or individuals with disabilities during off-peak hours must not exceed one-half of the rates generally applicable to other persons at peak hours (excluding the Fare Promotion) as required by FTA regulations (Code of Federal Regulations, Title 49, Subtitle B, Chapter Vi, Part 609). Fare promotions must be able to be implemented within the capabilities of the current fare collection technology in use at the time of the implementation. Fare promotions shall not exceed a six (6) month period. If the promotion is deemed to be successful and management desires it to be part of the fare structure, then management shall bring the issue and analysis to the Board of Directors for adoption into the current fare structure. Should the fare promotion result in "free rides". Pass holders with a 31-day pass activated before the beginning of the promotion and valid during the period of the promotion shall receive a period pass equal to the free period. To remain equitable all paratransit service shall be free during free ride promotions

I. **New Payment:** Options Fare payment options that effectively attract a different market segment or encourage increased use of Vine services by current riders shall be developed; but must be within the realm of current or planned hardware, software and back-office technologies. Initial pricing for such options shall be set such that VINE is not expected to lose fare revenue, unless the Board of Directors specifically approves an estimated amount of lost revenue.

J. **Design:** The design of fare payment instruments shall consider the

ease of enforcement by bus operators, ease of understanding by customers and the ease of tracking with both the farebox technology and the back-office technology.

K. **Child and Youth Fares - Vine Local Route Services:** Up to two children, 5 years of age or less, ride free with each adult over 18 paying fare. Additional children must pay $.50 per child. No child under the age of seven may ride without an accompanying adult.

Youth shall be defined as persons ages 6 - 18. Youth may qualify for a reduced fare based on the type of service being provided and the publicized fare. Youth fare is calculated by subtracting $.50 from the full adult fare. In all cases, the youth will no longer qualify for any youth discounts on his/her 19th birthday.

L. **Half-Fare Program – Vine Local Fixed Route Services:** The objective of the Half-Fare Program is to provide reduced fares for fixed route services for seniors, persons with disabilities and Medicare cardholders in compliance with the Federal Transit Administration's half-fare requirements (Code of Federal Regulations, Title 49, Subtitle B, Chapter Vi, Part 609).

Who is eligible for the half-fare program?

1. Persons aged 65 and older, unless the FTA regulations defining seniors are changed in the future, in which case the FTA regulations shall be followed.
2. Medicare cardholders
3. People who meet the currently enforced Federal Transit Administration's (FTA) definition of people with disabilities. At the time of the adoption of this policy, the definition is: "*any individual who, by reason of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including any individual who is a wheelchair user or has semi-ambulatory capabilities), cannot use effectively, without special facilities, planning or design, mass transportation service or a mass transportation facility*."

NOTES

A. The local monthly pass multiplier is based on an analysis of other local transit services within the Bay Area and what is currently being used by the Vine. See Attachment A.

B. The discount for the punch pass is based on an analysis of other local transit services within the Bay Area and what the VINE is currently using. See Attachment A.

C. The Route 29 monthly pass multiplier is based on an analysis of other express route services within the Bay Area and what is currently being used by the Vine. See Attachment B.

D. As of June 1, 2014 the regulatory minimum farebox recovery ratio is 16% for urban transit services and 10% for rural and ADA paratransit services.

E. Vine offers reduced fares to senior citizens and disabled persons. The Vine honors the federal Medicare identification card, the California Department of Motor Vehicles disability ID card, the Regional Transit Connection Discount Card, or any other current identification card issued by another transit operator that is valid for the type of transportation service or discount requested; and when offering reduced fares to senior citizens, it also offers the same reduced fare to disabled patrons.

CHAPTER 4 PASSENGER COMPLAINT & COMMENT POLICIES & PROCEDURES

Section 4.1. Overview

NVTA maintains a philosophy of providing exceptional customer service and responsiveness to the public.

4.1.1 Complaints & Comments

A. Complaints and comments from the public may be received electronically through email and the Vine/NVTA web site, prepaid comment cards available in English and Spanish on Vine vehicles, standard written correspondence, testimony at public meetings, and/or via telephone or in-person communication.

B. NVTA's transit operations contractor may also receive complaints or comments in one or more of the formats noted above

C. When complaints are received, NVTA staff and/or contractor will acknowledge receipt of the complaint within 24 business hours from the time it is received.

D. All complaints should be investigated and resolved within 5 business days.

E. Complaining party shall be notified of the agency's resolution of the complaint within 5 business days. NVTA's contractor shall maintain documentation of all complaints received and their resolution and provide monthly written summaries to be included in the contractor's monthly invoice to NVTA.

F. NVTA's contractor shall maintain documentation of all complaints received and their resolution and provide monthly written summaries to be included in the contractor's monthly invoice to NVTA.

G. NVTA will maintain a log at on the shared office drive available (**H:\NVTA\3000_Public Transit\03_Complaints & Suggestions**)so that all NVTA personnel can review and record complaints

H. Copies of relevant comment cards received shall be shared with the agency's contract operator with the originals retained in hard copy or electronic form.

4.1.2 Requests for Reasonable Modification

Public Transit passengers with disabilities may request reasonable modifications be made to accommodate their use of public transit.

A. Requests should be made in written form and submitted to the Manager of Public Transit.

B. Individuals requesting modifications shall describe what they need in order to use the service.

C. Individuals requesting modifications are not required to use the term ‘‘reasonable modification’’ when making a request.

D. Whenever feasible, requests for modifications shall be made and determined in advance, before the transportation provider is expected to provide the modified service, for example, during the paratransit eligibility process, through customer service inquiries, or through NVTA’s complaint process.

E. Where a request for modification cannot practicably be made and determined in advance (*e.g.,* because of a condition or barrier at the destination of a paratransit or fixed route trip of which the individual with a disability was unaware until arriving), operating personnel shall make a determination of whether the modification should be provided at the time of the request. Operating personnel may consult with NVTA management before making a determination to grant or deny the request.

F. Requests for modification of NVTA’s policies and practices may be denied only on one or more of the following grounds:

(1) Granting the request would fundamentally alter the nature of NVTA’s services, programs, or activities;

(2) Granting the request would create a direct threat to the health or safety of others;

(3) Without the requested modification, the individual with a disability is able to fully use NVTA’s services, programs, or activities for their intended purpose.

G. In determining whether to grant a requested modification, NVTA shall be guided by the provisions of Department of Transportation 49 CFR Part 37, § 37.169 Appendix E.

CHAPTER 5 ADA PARATRANSIT POLICIES

Section 5.1. Service Overview

Section 5.2. NVTA Eligibility Standards In compliance with the American's with Disabilities Act (ADA) of 1990 the Napa Valley Transportation Authority (NVTA) provides complementary paratransit service (Vine Go) to the Vine fixed route bus system. This service is available to all individuals deemed eligible that are making a trip with an origin and destination within three-quarters (¾) of a mile of a Vine fixed route corridor. Vine Go paratransit operates as a curb-to-curb service.

Per the ADA regulations individuals falling into one or more of the below categories are eligible to receive complementary ADA paratransit service:

Category 1: Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the fixed route system which is readily accessible to and usable individuals with disabilities.

Category 2: Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any fixed route vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.

Category 3: Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system.

- Under this condition an emphasis is placed on prevents. A condition which makes traveling to boarding location or from a disembarking location more difficult for a person with a specific impairment-related condition than for an individual who does not have the condition, but does not prevent the travel, is not a basis for eligibility.
- Architectural barriers not under the control of the public entity providing fixed route service and environmental barriers (e.g., distance, terrain, weather) do not, standing alone, form a basis for eligibility under this paragraph. The interaction of such barriers with an individual's specific impairment-related condition may form a basis for eligibility under this standard, if the effect is to prevent the individual from traveling to a boarding location or from a disembarking location

Section 5.3. Eligibility Determination Process

Individuals wishing to apply for ADA paratransit service shall schedule an appointment with NVTA's designated eligibility contractor. Applicants will complete

an in-person evaluation performed by NVTA's contractor before a determination of eligibility is made. All decisions regarding an applicant's eligibility shall be rendered in written form within twenty-one (21) days of receiving the applicant's determination form regardless of any follow up.

Section 5.4. Eligibility Categories

NVTA separates eligible individuals into three distinct categories: unconditional, conditional, and temporary. Unconditional eligibility is assigned to individuals who are unable to use fixed route transit under any circumstances. Conditional eligibility is assigned to individuals who are able to independently use fixed route transit under some circumstances. Those "circumstances" are determined at the time of an applicant's evaluation and are then adhered to when scheduling rides. Temporary eligibility is assigned to individuals who experience a temporary loss of functional ability that prevents them from using fixed route service. Each eligibility category shall result in differing terms regarding the span of time in which an individual is certified to use ADA paratransit. Individuals deemed unconditional shall remain eligible indefinitely due to the fact most disabilities that would result in this type of categorization do not improve with time. Unconditional individuals will receive a letter every three (3) years to ensure the most up to date information is on record. Conditionally eligible individuals shall remain certified for a period of three (3) years. Prior to their expiration conditionally eligible individuals will be sent a letter asking to renew as well as a new application. The determination of eligibility may change during their renewal, should their disability either improved or deteriorated. Temporarily eligible individuals will also be sent a letter and application at the end of their term giving them the opportunity to renew should they feel that their condition still prevents them from riding fixed route transit.

Section 5.5. Appeals Process

If a paratransit applicant is deemed ineligible and does not agree with the determination they have the right to appeal the decision. To formally appeal a decision a letter must be submitted to NVTA within 60 days of receiving an eligibility determination letter. The letter shall be addressed to NVTA 625 Burnell St. Napa, CA 94559 to the attention of the Manger of Public Transit. Upon receiving the letter an appeals panel will be assembled to hear an applicant's appeal. The applicant or someone they appoint to speak on their behalf shall be contacted and an in person meeting with the panel will be scheduled. The panel shall consist of a member of Napa County's Paratransit Coordinating Council (PCC), a member of NVTA's Evaluation Contractor's evaluation staff, and the Manager of Public Transit or his/her designated staff member. The appeals panel will render a final written decision within thirty (30) days of hearing the appeal. Should the appeals panel not render a decision within the thirty (30) days after the completion of the appeals process, NVTA shall provide paratransit service to the applicant until a decision is rendered. Free transportation shall be provided to the appealing applicant and their personal care attendant (PCA) to the appeals hearing.

Section 5.6. Visitors

Complementary paratransit service is available to visitors. A visitor is defined as anyone coming from an area outside of the nine (9) Bay Area Counties. All visitors must submit a proof of eligibility as determined by the jurisdiction in which they formally reside prior to their use of the Vine Go system. In a case where an individual has no formal documentation of ADA eligibility, the individual is to provide documentation of residence outside of the Bay Area, and if the individual's disability is no apparent, proof of disability. Visitors shall be able to use Vine Go for a total of twenty-one (21) days within a three hundred and sixty-five (365) day period. Should an individual need service beyond the twenty-one (21) total days they shall be required to apply for local certification.

Section 5.7. Reservation and Scheduling

Eligible individuals may schedule their trips as early as seven (7) days in advance or as late as the day before the intended trip. For clarification, the "day before" is not considered to be twenty-four (24) hours prior to the intended trip. A request for a morning trip can be made in the afternoon of the day before. Trips are schedule on a first come, first serve basis. No trips will be given priority over the other based on trip purpose or destination. Reservationist may negotiate an eligible individual's requested pickup time up to one hour before or after the desired pickup time. Reservationists shall be available to schedule trips from 8:00AM to 6:00PM, Monday through Friday and 8:00AM to 5:00PM Saturday through Sunday. NVTA does not provide subscription service.

Section 5.8. Hours of Operation and Service Area

NVTA shall operate complementary paratransit service during the same days and hours that fixed route service operates. Thus, if an individual can travel from a given origin to a given destination on a particular fixed route at a certain time of day, a paratransit eligible person must also be able to travel from the same origin to that same destination on paratransit at that time of day. Because paratransit service is required to be available during the same hours and days as the fixed route system, and because not all fixed routes will necessarily be operating at a given time on a given day, the shape of the paratransit service area can be expected to change accordingly. For example, it is common for certain routes to not run late at night or on Sundays. Those routes, and their associated paratransit corridors, are not served with paratransit when the fixed route system is not running on them.

Section 5.9. Fares

NVTA shall set its fares for paratransit trips at twice that of a comparable fixed route trip. Eligible individuals shall pay their fare upon boarding. Personal care attendants (PCA) that are specifically identified in an eligible individual's file ride for free. Should an eligible individual have a companion that is not their designated PCA, that individual shall be required to pay the same fare amount as the eligible individual they are travelling with.

Section 5.10. Mobility Devices

Vine and Vine Go transit vehicles are designed to accommodate most wheelchairs and mobility aids. NVTA defines a wheelchair as a mobility aid that belongs to any class of three or more wheeled devices, is manual or powered, usable indoors and/ or outdoors, and designed or modified for the an individual's mobility impairments. The maximum amount that a lift on the fixed route system can safely accommodate is 600lbs (rider and mobility device combined). Some ramp equipped fixed route vehicles can accommodate 800lbs however there is no guarantee that those specific vehicles will be available for one's trip. For safety reasons riders and their mobility device that have a combined weight of 600lbs or more are encouraged to use paratransit. The maximum the lifts on NVTA's paratransit fleet can safely accommodate is 800lbs. If the combined weight of a rider and their mobility device is 800lbs or greater Vine Go cannot accommodate them safely and the rider will be directed to make other transportation arrangements.

Section 5.11. Passenger Accompaniment

NVTA guarantees any eligible paratransit user one travel companion. Additional persons accompanying eligible individuals are to be served on a space-available basis to prevent displacement of other ADA paratransit eligible individuals. NVTA does not limit who the companion may be; the companion may be a family member, friend, or business associate, etc. NVTA requires that the eligible individual reserve a space for the companion when reserving his or her own ride. A personal care attendant (PCA), someone designated or employed to assist the eligible individual, may always ride with the eligible individual. If there is a PCA on the trip, the eligible individual may still bring a companion, as well as additional companions on a space-available basis. To be considered as "accompanying" the eligible individual, a companion must have the same origin and destination points as the eligible individual.

NVTA allows service animals to accompany paratransit users on all trips. A service animal is defined by the ADA as "any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items." Emotional support, therapy, comfort, or companion animals are not considered "service animals" as they have not been trained to perform a specific job or task . Operational staff may ask if an animal is a service animal or ask what tasks the animal has been trained to perform in cases where it is not obvious that an animal is a service animal. NVTA shall not require the exclusion of a service animal unless the animal is out of control and the animal's owner does not take effective action to control it or the animal poses a direct threat to the health or safety of others. NVTA does not limit the number of service animals accompanying a user as long as each animal meets the definition of a service animal and is kept under the control of the rider.

Section 5.12. Passenger Assistance

As defined in Section I of these policies NVTA's ADA paratransit shall operate as a curb-to-curb service. Drivers will provide assistance beyond the curb on an as-needed basis. NVTA shall ask users upon requesting their ride to inform the reservationist if this aid is needed for their pickup and/or drop-off. Should a user not inform the reservationist or a barrier becomes present that was unknown creating the requirement of assistance from the driver, assistance shall not be denied. Although assistance beyond the curb shall be provided on a case by case basis it is NVTA policy that drivers are able to maintain "effective continuing control" of the vehicle. Effective continuing control is defined by the NVTA as the driver being able to maintain visual contact with the vehicle at all times in cases where a user needs assistance beyond the curb. Drivers are also prohibited to enter private residences or past the first exterior door of any other building even if visual contact with the vehicle can be maintained.

Section 5.13. No-Shows

A no-show is defined as a situation where a rider does not take a scheduled ride or cancels their trip an hour or less before their scheduled pickup time due to reasons within their control. Trips missed due to sudden illness, family emergency, or transit agency error or lateness considered outside of the rider's control are not considered a "no-show". A no-show often results in a wasted trip that could have otherwise been given to someone else. Due to critical nature of paratransit trips NVTA takes chronic no-shows very seriously. ADA regulations allow paratransit service to be suspended for a reasonable amount of time when a rider consistently does not appear for scheduled trips. Missing three (3) trips or 10% or more of a passenger's total trips in a calendar month is considered chronic no-show behavior. If a rider presents chronic no-show behavior he or she will be provided with written notification of their impending suspension and the degree of their penalty. The penalties are described below:

- 1st month – Passenger will receive a phone call and a letter to review the policy and rider expectations.
- 2nd month – Seven (7) day suspension
- 3rd month – Fourteen (14) day suspension
- 4th month and after – increasing penalties by one (1) week up to one (1) month suspension.
- Penalties will reset after a year period from the first warning letter.

At any point that an individual receives a written warning or impending suspension notice they may appeal the suspension within sixty (60) days of receipt. The appeals panel will render a final written decision within thirty (30) days of receiving the appeal.

Section 5.14. Pick-Ups

NVTA requests that riders be ready for pick-up at their scheduled time. Drivers shall wait five (5) minutes past the scheduled pick-up time for a registrant to make an indication they are present and planning to make their trip. If a registrant does not show themselves or make a good faith effort they to inform the driver they are

making their way to the vehicle the driver will depart and the registrant will be considered a no-show. This five (5) minute window shall commence from the scheduled time of pick-up, not when the vehicle arrives. If a driver arrives prior to the scheduled pick-up they cannot commence the countdown until the scheduled pick-up time. Should a driver arrive early there is no obligation for the registrant to board the vehicle. Although there is no obligation a registrant may elect to depart early, and the trip will be considered early. A trip is considered "on-time" when a vehicle arrives within thirty (30) minutes of the scheduled pick-up time. If the vehicle arrives outside of the thirty (30) minute window they are considered late. To ensure a high quality of service NVTA expects that 90% of pick-ups are either on-time (within the 30-minute window) or are early.

Section 5.15. Denials and Missed Trips

NVTA shall have no denials of service. NVTA's operator shall make it a top priority to provide enough capacity on the system to meet demand. Missed trips are trips that are not completed due to agency error. They shall be defined as follows.

- The vehicle arrives and leaves before the beginning of the pickup window without picking up the rider and without any indication from the rider that he or she no longer wants to make the trip. Note that a rider is not obligated to board until the beginning of the pickup window or—for transit agencies that have a 5-minute wait-time policy—from the start of the pickup window until 5 minutes have elapsed.
- The vehicle does not wait the required time within the pickup window, there is no contact with the rider, and the vehicle departs without the rider. Note that if during the wait time the rider indicates he or she no longer wants to take the trip, this is typically recorded as a "cancel at the door."
- The vehicle arrives after the end of the pickup window and departs without picking up the rider (either because the rider is not there or declines to take the trip because it is now late).
- The vehicle does not arrive at the pickup location.

Section 5.16. Trip Length

NVTA shall sample twenty (20) random weekday trips, five (5) Saturday trips, and three (3) Sunday trips on a monthly basis to ensure that travel times are comparable to the travel times an individual would have on a comparable fixed route trip. NVTA expects trips to be comparable 95% of the time.

Section 5.17. Equivalent Service

NVTA operates four on-demand shuttle services in the communities of Calistoga, St. Helena, Yountville, and American Canyon. These on-demand services shall operate as complementary ADA paratransit for all trips originating and ending within their respective service areas. To ensure equitable service NVTA shall ensure that response times, fare, geographic service area, hours/days of operation, restrictions, availability of information and reservation capability, and constraints on capacity or availability are equal between ADA and non-ADA eligible riders of each on-demand shuttle service.

CHAPTER 6 CHARTER & SCHOOL BUS

Section 6.1. Statement of Policy

Consistent with federal regulations, NVTA shall not operate charter or school bus services except as permitted under CFR 49 - Part 604 and 49 CFR Part 605

CHAPTER 7 SHARED VEHICLE PROGRAM

Section 7.1. Statement of Policy

The Shared Vehicle Program shall be expressly for 501(c)(3) organizations that serve the elderly and/or disabled.

7.1.1 Participation

Participating organizations must:

A. Sign a Memorandum of Understanding (MOU) with NVTA;
B. Identify a staff member or volunteer from their agency as a prospective driver
C. Add driver on the borrowing agency's workers' compensation policy
D. Have insurance for general Liability
E. Have insurance for Hired & Non-Owned Auto Liability
F. Name NVTA as an additional insured on the above listed insurance policies
G. Provide proof that driver candidate is an employee or volunteer covered under that agency's workers compensation insurance
H. Schedule time to borrow a vehicle on an as available basis
I. Pick up and return the vehicle
J. Prepare and submit necessary trip paperwork on the use of the vehicle
K. Replace the gasoline used at their expense

7.1.2 NVTA Responsibilities

A. NVTA must perform a Department of Justice background check on the driver candidates.
B. NVTA shall provide driver training to driver candidates.
C. Driver candidates must secure the appropriate license.
D. Driver candidates must agree to undergo random drug testing.
E. NVTA shall add drivers onto its vehicle insurance policy.

CHAPTER 8 TAXI SCRIP

Section 8.1. Statement of Policy

NVTA provides a limited amount of subsidized taxi rides within the City of Napa as a lifeline service to supplement regular fixed-route transit.

The NVTA Taxi Program shall be a lifeline service only for residents over of the City of Napa 65 years of age or older or persons with disabilities travelling to destinations within the City of Napa. Napa residents that have been ADA Vine Go certified have presumptive eligibility in the Taxi program.

8.1.1 Participation & Compliance

8.1.1.1 Users

A. Tipping with scrip is prohibited.
B. Three books of scrip per month per client maximum.
C. All scrip users must be enrolled and follow the rules of NVTA Taxi Program.
D. All users must show Taxi Program ID with photo (or Taxi Program ID w/o photo and another Picture ID) every time they wish to pay with scrip.
E. Use of Scrip may not exceed $12 per trip.
F. Scrip expires 3 years from issuance.
G. Taxi scrip is non-refundable or exchangeable.
H. Only residents meeting the established program criteria are eligible to enroll.
I. All program applicants must complete a Taxi Scrip application. Applications may take up to 21 days to process.

8.1.1.2 Agencies

A. Agencies wishing to have their clients participate in the NVTA taxi Program must direct their clients to NVTA to enroll and follow the same rules as individual participants.

B. Agencies distributing scrip must record transactions in on-line data base.

8.1.1.3 Taxi Company's

A. Taxis may wait up to 5 minutes for passengers.
B. Taxi drivers may not provide change for taxi scrip.
C. Taxi companies are required to show complete street addresses for all trips.
D. NVTA shall only be billed and will only pay the exact meter rate for trips.
E. Drivers may not give change for rides paid by scrip, accept the balance of scrip as a tip, or wait for a passenger with the meter running in excess of 5 minutes.

F. Any taxi operator with a current, valid City of Napa Taxi operator license may participate in the taxi program. Drivers are required to use NVTA trip sheet and check required passenger ID(s).

G. In order to receive compensation for rides provided, taxi operators must submit NVTA required invoicing forms and driver trip sheets, remit collected taxi scrip, and otherwise operate within the program general policies.

CHAPTER 9 PASSENGER POLICIES

Section 9.1. Statement of Policy

NVTA is committed to providing a safe, enjoyable experience for all passengers.

Section 9.2. Passenger Code of Conduct

To keep Vine Transit Services enjoyable for all, the following rules apply:

A. **Smoking:** NVTA prohibits smoking on all vehicles and at all transit facilities. The no smoking rule applies to all tobacco and cannabis products, including the use of e-cigarettes and vaporizers.

B. **Eating:** Eating is not allowed on any transit vehicle with the exclusion of snack bars.

C. **Drinking:** Drinking is allowed on buses if the liquid is in a closed container like a bottle or thermos. Cups with lids are not allowed unless it is tight fitting. Alcoholic beverages are strictly forbidden on transit vehicles, at transit facilities, and Transit stops.

D. **Entertainment Devices:** Playing videos, games, and/or music without headphones is not allowed on Vine buses. Please keep headphone volume respectable.

E. **Littering:** All trash shall be placed in a designated trashcan on all vehicles and at all bus stops.

F. **Vandalism:** Causing damage in any way to Vine property is strictly prohibited. Prohibited actions include, but are not limited to, marking, etching, and cutting.

G. **Obscene Language or Behavior:** Using language or actions that can be interpreted as abusive, threating, or rude to fellow riders or transit staff is not allowed.

H. **Animals**: No animals, except properly documented service animals are allowed on board. Service animals must ride at their owner's feet or on their lap. Animals are not permitted on seats. Non-service animals can be brought on board if they are in a secure cage.

I. **Hazardous Materials**: Hazardous Materials are strictly prohibited on Vine buses. These include, but are not limited to, corrosive material, flammable items, car batteries, materials emitting noxious odors, human or animal waste, etc.

J. **Weapons:** Weapons of any kind are strictly prohibited on Vine vehicles and at any transit facility.

K. **Carry-On Items:** Riders may bring luggage, shopping bags, or other non-hazardous material on the bus as long as the rider can easily handle and secure the items on or near their body.

L. **Bikes on Buses**: All buses (except VineGo) are have bike racks. Availability of bike racks is on a first-come, first- served basis. Bicyclists are responsible for loading, securing and unloading their bicycles. Bus drivers will not assist. Bikes are only permitted inside the bus on buses retrofitted

with interior bike racks or on the last trip of the day. Small scooters, including electric, are permitted inside the bus if they can be secured by the rider.

M. **Wheelchairs, Scooters and other Mobility Aids:** The Vine allows all mobility devices on its fixed route vehicles as long as rider can maneuver it onto the vehicle and have it properly secured. VineGo vehicles with a lift can only accept a device and rider who weigh less than 600 pounds combined.

N. **Securing Mobility Devices:** All Wheelchairs and Scooters must be secured. Passengers may transfer to a seat, or if they remain using the wheelchair or scooter, the driver will also recommend that they are secured with an over shoulder strap.

O. **Walkers:** The driver will secure walkers inside the bus.

P. **Oxygen Units**: Portable oxygen units are preferred. Large oxygen cylinders must be transported in a holder on wheels or attached firmly to a manual wheelchair.

Q. **Boarding by the Wheelchair Ramp**: Passengers who prefer to board the bus using the ramp should ask the driver to assist them.

9.2.1 Suspendible Offences

A. The following acts may result in immediate and permanent suspension and possible criminal prosecution:

- Physical abuse or causing physical injury to another rider or driver
- Purposeful destruction or vandalism of Vine property.

B. For violating any other codes of conduct the following will be enforced:

- One (1) violation will result in a verbal warning
- Two (2) violations will result in a written warning.
- Three (3) or more violations will result in suspension of service for a minimum of 30 days.

C. Riders may appeal warnings or suspensions. An appeal can be made in writing within 60 days of the incident in question. Written appeals should be mailed to 625 Burnell St Napa, CA 94559. Riders may also file an appeal in person at the Transit Center or call the main administrative line at (707) 259-8631. Riders may also submit their requests for an appeal through the Vine "Contact Us" portal on the vinetransit.com.

- Appeals will be reviewed and considered by the Executive Director and the residing Chair of the Napa Valley Transportation Authority Board of Directors. A joint decision on maintaining the ban or removing it will be given within ten (10) days of receipt.

9.3 No-Shows for On-Demand Services

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A no-show for on-demand rides is ~~defined as a situation where~~when a rider does not take a requested ride or does not cancel ~~their~~a ride before ~~their~~ the requested pickup time due to reasons within their control. NVTA requests that riders be ready for pick-up at their scheduled time. Drivers shall wait three (3) minutes past the scheduled pick-up time for a registrant to ~~make an indication~~indicate that they are present and planning to make their trip. Trips missed due to transit agency error are not considered a "no-show". A no-show often results in a wasted trip that could have otherwise been given to ~~antoher~~another rider. Due to a limited number of drivers and vehicles available for on-demand trips, NVTA cannot accommodate~~takes~~ chronic no-shows ~~very seriously~~. To ensure the system is able to accommodate the most rides possible, a No-Show Policy is needed. Similar to NVTA's policy on ADA trips in section 9.3, missing three (3) trips or 10% or more of a passenger's total trips in a calendar month is considered chronic no-show behavior. If a rider presents chronic no-show ~~behavior~~behavior, the rider ~~he or she~~ will be provided with written notification of their impending suspension and the degree of their penalty. The penalties are described below:

- 1st month – Passenger will receive a phone call and a letter to review the policy and rider expectations.
- 2nd month – Seven (7) day suspension
- 3rd month – Fourteen (14) day suspension
- 4th month and after – increasing penalties by one (1) week up to one (1) month suspension.
- Penalties will reset after a year period from the first warning letter.

At any point that an individual receives a written warning or impending suspension notice they may appeal the suspension within sixty (60) days of receipt. The appeals panel will render a final written decision within thirty (30) days of receiving the appeal. The penalties are applicable to on-demand services only. Affected riders will still be able to use all Vine Transit Fixed Route services.

CHAPTER 10 VEHICLE ACCIDENT POLICIES & PROCEDURES

Section 10.1. Statement of Policy

NVTA considers passenger safety the highest priority in its public transit services.

All vehicle incidents and accidents involving injury shall be reported to NVTA staff by the agency's contractor within 24 hours of occurrence. In the event of serious injury, NVTA staff should be notified immediately

Within 72 hours NVTA's contractor shall provide the agency complete documentation of all accidents/incidents including, but not limited to, accident investigation forms, supervisor's notes, photographs and/or video of vehicle(s) and accident scene.

A summary of all accidents and incidents shall be provided by operations contractor in each monthly billing invoice.

The NVTA Executive Director shall be notified of any accident or incident in which medical care was provided at the scene and/or subjects were transported to a medical facility.

CHAPTER 11 STATE OF GOOD REPAIR

Section 11.1. Statement of Policy

Maintaining the agency's transit assets in a state of good repair is essential for delivering safe and reliable transit service.

The agency will maintain an asset management database to log the value and condition of capital assets.

In developing transit budgets and short and long range transit plans, the agency shall prioritize the replacement and/or repair and refurbishment of capital assets to maintain a state of good repair.

The agency contractor will schedule maintenance on intervals that support system wide state of good repair and maintain records of service and maintenance for vehicles and equipment for which they are contractually responsible to maintain.

The agency will schedule maintenance on intervals that support system wide state of good repair and maintain records of service and maintenance for those items not operated by contractor.

CHAPTER 12 SAFETY & SECURITY

Section 12.1. Statement of Policy

NVTA's contract transit provider shall maintain, implement and annually update a Safety and Security Management Plan.

CHAPTER 13 BUS STOP PLACEMENT

Section 13.1. Statement of Policy

The recommended stop spacing guidelines are based upon the best practices research and staff knowledge of local conditions. The goal is to balance the needs of passengers and the operator. While a short distance between stops means a shorter walk for customers, the result is a longer ride for them in the end. The more opportunities for boarding and alighting along a route results in longer trips because of the time it takes for the bus to decelerate, come to a complete stop, collect fares from passengers, wait for the passengers to sit down, and then accelerate and merge into traffic.

A. **Local Route**

Local stop spacing is broken down into two categories, urban and suburban. Urban is relegated to Downtown defined as First through Fifth Street and Main to Franklin Street and Suburban is the rest of the City of Napa. For the Urban service type, the average distance between stops is 1,000ft apart and for Suburban the average is 1,500ft.

B. **Regional Route**

On the Routes 10 and 11 there is a wide range of stop distances due to the different land uses and densities along these two routes. The recommended average distance is 4,500 ft. The idea is that within incorporated areas the stops on average can be 1,500ft, in alignment with Suburban standards, and then in rural areas, particularly along the Route10, the stops can be further apart, closer to 20,000 ft.

Type of NVTA Service	Range	Average
Local - Urban - Suburban	 500 to 1,500 ft 1,000 to 2,000 ft	 1,000 ft 1,500 ft
Regional	1,500 to 20,000 ft	4,500 ft
Express	Major Employment Center	25,000 ft

The Routes 10 and 11 share an alignment between Napa Valley College and the Redwood Park and Ride. There may be opportunities to eliminate some duplicative stops along this shared alignment especially along

Soscol Ave near the Soscol Gateway Transit Center (SGTC) where there are stops less than 1,500 ft from the SGTC that predate the construction of the SGTC.

C. **Express Routes**

The recommendation for stops to be located at a major employment center with an average distance of 25,000 ft apart is similar to the current spacing along the Routes 21 and 29. The *Express Bus Corridor Study* completed by NVTA in 2017 recommends the elimination of the Route 21 stop at Corporate Drive due to low boarding at that stop. The elimination of this stop will result in the modification of the route alignment between the Napa Valley College and the Devlin Road/Airport Blvd stop. These changes will decrease the travel time on the Route 21.

Minimal changes are necessary to the stop spacing on the Route 29. As outlined in detail in the *Express Bus Corridor Study*, in order to speed up the Route 29 there is a need to make efficiency improvements to existing stops and to move stops closer to the main Highway 29 corridor. If stops are added in the future, the stops should only be at major employment centers.

Section 13.2. Process for Implementing Bus Stop Spacing Recommendations

A. **Evaluate the Current Distance Between Bus Stops Against Spacing Guidelines**

The next steps is to evaluate the current distance between bus stops against spacing guideline and either leave the stop unchanged, insert an additional stop, consolidate the stop or eliminate a stop as follows:

Unchanged - if the stop meets the spacing interval

Insert Additional Stop – spacing greater than the maximum recommended interval

Consolidate Stop

If spacing is less than interval then evaluate both stops

One stop is either a hub or has a shelter, evaluate the other stop

If the other stop meets the seven requirements of the Stop Consolidation Checklist then move forward with consolidation.

Eliminate Stop

If spacing is less than interval then evaluate both stops

Neither stop is a hub or has a shelter, evaluate the stop with the lower ridership

If the other stop meets the six requirements of the Stop Elimination Checklist the move forward with elimination.

B. **Stop Elimination Checklist**

In order to NVTA to eliminate stop the answer to the following questions needs to be Yes.

Criteria to Eliminate	**Yes/No**
The adjacent stops left unaltered adhere to the prescribed spacing requirements for their service area.	
Adjacent stops are designed accordingly to absorb additional ridership.	
The stops does not provide direct access to connecting transit services, or if it does there are stops further along the route that will provide the same connections.	
The stop being removed does not meet ADA guidelines, or both adjacent stops meet ADA guidelines.	
The stops does not serve existing community resources such as schools, hospitals, senior center, recreation centers, and locations providing public service.	

C. **Stop Consolidation Checklist**

In order to NVTA to eliminate stop the answer to the following questions needs to be Yes.

Criteria to Eliminate	**Yes/No**
The new stops location has adequate pedestrian access, such as direct sidewalk connections and safe pedestrian crossings	
The new stop location adheres to the spacing requirements with adjacent stops.	
The new location meets ADA guidelines or can be reasonably modified to meet guidelines.	
If either stop being considered for consolidation is a transfer stop, existing transfer opportunities at the new stops location are possible within two or fewer street crossings or at another sop location along the line.	
The stops being considered will not impact more than 20% of the entire route's daily ridership	
The stops being considered for consolidation do not directly serve existing community resources such as schools,	

Criteria to Eliminate	Yes/No
hospitals, senior centers, and locations providing public services.	
The new location will improve or maintain running times.	

Section 13.3. Adding a Shelter

In order to be considered as a potential location for a bus shelter, the stop in question must obtain a minimum of:

- 20 boarding's per average weekday on regional or express Routes
- 10 boarding's per average weekday on local routes

Stops which do not meet these minimum ridership requirements will not be considered for further analysis.

- Further analysis involves the following factors ridership, exposure, transfer, transit frequency, high priority community resources, and the ability to remain ADA accessible.

Section 13.4. Ongoing Monitoring and Corrective Action

Existing services should be monitored annually to see if additional shelters are necessary. All stops added to new service must adhere to the recommended Spacing Guidelines for local, regional and express bus service outlined in this document.

CHAPTER 14 CONTRACTOR RELATIONS & OVERSIGHT

Section 14.1. Overview

The agency engages a variety of contractors for the provision of single, periodic and/or on-going services. Initial Contractor solicitation and selection shall be conducted as outlined in section Chapter 5: Contracts and Procurement.

During the duration of any contract NVTA personnel shall carry out relations with the vendor commensurate with the highest standards of professional and ethical conduct. Oversight and reporting of contract compliance shall be consistent with all applicable state and federal laws and consistent with the requirements set forth in related to the related proposal and contract documents.

The agency contracts for the operation of transit services. Agency staff shall monitor contractor performance consistent with all FTA requirements for 3rd Party Oversight. In addition, certain performance standards are established as part of the contract award with the selected vendor. These metrics shall be monitored regularly utilizing a mutually agreed methodology.

CHAPTER 15 TITLE VI

Section 15.1. Statement of Policy

To ensure compliance of Title VI of the Civil Rights Act of 1964, the agency is committed to providing transit services to individuals of diverse cultural and economic backgrounds and, to the maximum extent practicable, removing barriers to the use of public transit. To this end, the agency shall ensure:

A. All Vine literature provided to the public is produced in English and Spanish
B. All public postings related to service policies and operations are produced in English and Spanish
C. Bus schedules have adequate information in Spanish to allow successful comprehension of the information presented
D. The Vine website has translation options consistent with industry standards
E. The Vine website will clearly identify Title VI complaint procedures
F. All buses maintain up-to-date Title VI notifications

October 20, 2021
NVTA Agenda Item 10.5
Continued From: New
Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Vine Transit Update

STAFF RECOMMENDATION

Information only. This report will provide an update on the operational performance for Vine Transit services covering the first quarter of Fiscal Year (FY) 2021-22. The report will also provide an update on operational and service changes related to the pandemic.

EXECUTIVE SUMMARY

This report summarizes the Vine's operational performance during the first quarter for Fiscal Year (FY) 2021-22, covering the period of July 1 to September 30, 2021, and provides an update on service changes in response to growing ridership trends. The board memo compares the first quarter of FY 2022 (July – September) to both the first quarter of FY 2021 and to the previous quarter (April - June) to highlight the differences between the same time period last year and to recent months of the COVID-19 pandemic.

FISCAL IMPACT

None

October 20, 2021
NVTA Agenda Item 10.5
Continued From: New
Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Rebecca Schenck, Program Manager- Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov

SUBJECT: Vine Transit Update

RECOMMENDATION

Information only. This report will provide an update on the operational performance for Vine Transit services covering the first quarter (Q1) of Fiscal Year (FY) 2021-22. The report will also provide an update on operational and service changes related to the pandemic.

COMMITTEE RECOMMENDATION

None

BACKGROUND & DISCUSSION

Summary of Pandemic-related Operational Changes

In March 2020, NVTA made a number of service changes in response to reduced ridership demand associated with the coronavirus pandemic and public health orders issued by the State and County of Napa. Specifically, service hours were reduced, fare payment was suspended, seat spacing was introduced, and buses began using rear door only boarding whenever feasible to ensure the safety of riders and drivers.

In mid-March of 2020, weekday service hours on Routes 10 and 11 were reduced to Saturday schedule. Routes 10X and 11X were suspended – after already showing mixed ridership performance in the months preceding the pandemic. On April 27th 2020, local fixed route services in the City of Napa (A-H) were suspended and transitioned to Stop to Stop On-Demand service for local trips.

Throughout the COVID-19 pandemic, NVTA supported auxiliary Emergency Operation Center (EOC) functions that included meal delivery to residents in isolation and quarantine sites, food bank distribution while centers were closed to the public, and related transportation. These operations ceased in August 15 of 2021 as NVTA returns to higher level of service and Napa County EOC operations slow down.

On May 9, 2021, the Vine returned to a weekday schedule on the Routes 10 and 11 (which had been running on Saturday schedules since March 2020); implemented a fixed-route/on-demand hybrid which introduced two new fixed routes (Routes N and S) and maintained the existing on-demand service in the City of Napa; and extended hours on Friday and Saturday nights in Yountville and Calistoga by two additional hours.

Finally, on August 15, 2021 the Napa Valley Transportation Authority (NVTA) implemented two new fixed-route services in the City of Napa, Routes E and W, expanded local service hours and provided express service for commuters to the Vallejo Ferry Terminal beginning on August 15, 2021.

NVTA now operates longer hours on the Routes N, S, and Vine on-demand service. In addition, the Route E and Route W now serve the Shurtleff and Westwood neighborhoods. The new local routes offer a convenient option for riders in the high-demand areas and allow Vine Transit to continue to offer on-demand service in areas with lower demand.

NVTA continues to follow recommended health and sanitation requirements. As mandated by the Transportation Security Administration, face masks are required on Vine vehicles, at bus stops, and all facilities until January 8, 2022.

Vine Transit Performance

Vine Transit offered free rides and extended hours for local routes and express bus service to BART for Bottlerock this year, which occurred on September 3, 4 and 5. This is the fourth year NVTA has offered free rides on Vine Transit to all concert-goers, residents and visitors in the area and extended its local service to accommodate late-night riders leaving the concert. This year, Vine Transit carried approximately 4,160 BottleRock passengers. For context on that ridership figure, Vine Transit carried approximately 8,555 BottleRock passengers in 2019 (the last year the concert previously occurred).

The first four tables compare ridership across different services in the first quarter of FY 2021-21 (July to September) to the same period in the prior fiscal year. Table 1 shows a 77.46% increase in ridership from 13,496 to 23,950 in the City of Napa during the first quarter of FY 2020-21 to the current fiscal year. This large increase is most likely due to the re-introduction of fixed routes (N, S, W and E) in the City of Napa. One of the purposes

of re-introducing those fixed routes was to reduce rider demand on on-demand services to preserve reasonable wait times.

Table 1: City of Napa– Comparing Q1 of FY21 & FY22

	FY 20/21	FY 21/22	% Difference	Numerical Difference
Total	13,496	23,950	77.46%	10,454

Table 2 indicates an increase in ridership on the regional and express routes (10, 11, 11X, 21 and 29). The increase in the first quarter between fiscal years 2020-21 and 2021-22 was 21.01% percent. Route 10 showed the largest percentage increase in ridership (31.69%) of all of the regional and express routes while the Route 29 remained flat.

Table 2: Routes 10, 11, 11X, 21 and 29 Ridership – Comparing Q1 of FY21 & FY22

	FY 20/21	FY 21/22	% Difference	Numerical Difference
Route 10	24,152	31,806	31.69%	7,654
Route 11	23,516	26,945	14.58%	3,429
Route 11X *(started on Aug 15, 2021)*	N/A	1,418		1,418
Route 21	4,599	4,909	6.74%	310
Route 29	8,669	8,663	-0.07%	-6
Total	**60,936**	**73,741**	**21.01%**	**12,805**

Table 3 shows the ridership patterns on the four community shuttles. The combined ridership is up 52.57% compared to the same quarter in the prior fiscal year. Ridership increased across all the community shuttles in the first quarter of the current fiscal year.

Table 3: Community Shuttles– Comparing Q1 of FY21 & FY22

	FY 20/21	FY 21/22	% Difference	Numerical Difference
Calistoga Shuttle	1,965	3,777	92.21%	1,812
St. Helena Shuttle	1,104	1,215	10.05%	111
Yountville Trolley	569	1,021	79.44%	452
American Canyon Transit	1,669	3,079	84.48%	1,410
Total	**5,307**	**9,092**	**71.32%**	**3,785**

VineGo ridership is also starting to rebound (up 83.88%) compared to the same time last year as shown in Table 4. NVTA still has a reduced number of vehicles serving VineGo as ridership remains well below pre-COVID levels. Many of the customers who use

VineGo travel for programs which are only slowly reopening with limited services such as Collabria Day Program, Napa Senior Center events, and Clinic Olé classes.

Table 4: VineGo Ridership – Comparing Q1 of FY21 & FY22

	FY 20/21	FY 21/22	% Difference	Numerical Difference
VineGo	732	1,346	83.88%	614

Tables 5, 6 and 7, compare the fourth quarter of FY 2020-21 to the first quarter of FY 2021-22 to provide additional context on ridership during the COVID-19 pandemic. Table 5 shows a solid increase in ridership in the City of Napa on the fixed routes. This is most likely due to students returning to in-person learning at their respective schools. Prior to COVID-19, students drove a lot of demand for Vine service around bell times. The decrease in on-demand ridership was expected as two drivers were reassigned from on demand service to Route W.

Table 5 City of Napa Ridership – Comparing Q4 of FY21 & Q1 of FY22

	Q4 FY 21	Q1 FY 22	% Difference	Numerical Difference
Napa Local On-Demand	13,294	10,753	-19.11%	-2,541
Route N *(started May 9th)*	2,995	6,114	104.14%	3,119
Route S *(started May 9th)*	1,339	2,932	118.97%	1,593
Route W (*started Aug 15th*)	N/A	3,693	-	3,693
Route E (*started Aug 15th*)	N/A	458	-	458
Total	**17,628**	**23,950**	**35.86%**	**6,322**

Ridership increased over the prior quarter on the regional routes by 12.37% as seen in Table 6. Route 11X was re-introduced on August 15 to provide riders a faster connection to the Vallejo Ferry Terminal in response to their new schedule introduced in July.

Table 6: Routes 10, 11, 21 & 29 Ridership – Comparing Q4 of FY21 & Q1 of FY22

	Q4 FY 21	Q1 FY 22	% Difference	Numerical Difference
Route 10	28,180	31,806	12.87%	3,626
Route 11	24,040	26,945	12.08%	2,905
Route 11X (*started on Aug 15)*	N/A	1,418	-	1,418
Route 21	4,845	4,909	1.32%	64
Route 29	8,087	8,663	7.12%	576
Total	**65,152**	**73,741**	**12.37%**	**8,589**

Ridership increased overall on community shuttles as compared to the fourth quarter of the previous fiscal year as seen in Table 7 because tourists began to return to Napa Valley and locals began to take more trips. The large increase in ridership on American Canyon Transit is most likely due to students returning to school for in-person learning. There was however a decrease in Yountville as the Yountville Trolley was consistently out of service being repaired and a plain white vehicle served in its place which was not readily identifiable as the Yountville Trolley. The new electric vehicle that will be deployed in Yountville will provide significantly improved service consistency and allow NVTA to retire the Trolley. At the same, NVTA will do a marketing push to further boost ridership.

Table 7: Community Shuttles– Comparing Q4 of FY21 & Q1 of FY22

	Q4 FY 21	Q1 FY 22	% Difference	Numerical Difference
Calistoga Shuttle	2,923	3,777	29.22%	854
St. Helena Shuttle	1,121	1,215	8.39%	94
Yountville Trolley	1,553	1,021	-34.26%	-532
American Canyon Transit	1,932	3,079	59.37%	1,147
Total	**7,529**	**9,092**	**20.76%**	**1,563**

VineGo ridership increased by 313 passengers when compared to the fourth quarter of the previous fiscal year as seen in Table 8. NVTA has also seen an uptick in VineGo applications and renewals so VineGo ridership should continue to increase as more people become eligible for Americans with Disabilities Act (ADA) services.

Table 8: VineGo Ridership – Comparing Q4 of FY21 & Q1 of FY22

	Q4 FY 21	Q1 FY 22	% Difference	Numerical Difference
VineGo	1,033	1,346	26.31%	313

The final table (Table 9) shows the on-time performance for the nine fixed route services that NVTA is currently operating. The N, S, W, & E Routes in the City of Napa are showing an acceptable level of on-time performance at an average of 86.00%, but the Route 21 remains a problem. Changes were made to the Route 21 schedule on May 9, 2021 trying an improve on-time performance, but it barely changed. This is something that will be a top priority with the installation of the new CAD/AVL system in the second quarter of FY 2021-22. The new CAD/AVL system will be increasingly accurate and allow NVTA and dispatchers to pinpoint specific trips and driver actions that may cause the poor on-time performance

Table 9: On-Time Performance for Q1 of FY22

	On-Time	Late	Early
Route N	83.60%	12.10%	4.30%
Route S	80.40%	12.30%	7.30%
Route W	85.80%	9.70%	4.50%
Route E	93.80%	6.20%	0.00%
Route 10	63.10%	22.70%	14.30%
Route 11	56.80%	24.20%	19.00%
Route 11X	51.40%	25.20%	23.40%
Route 21	49.00%	16.50%	34.60%
Route 29	64.10%	27.00%	8.90%

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Transit service continue to provide essential transportation for access to services and employment. Additional steps are being taken to improve safety for passengers and staff.

ATTACHMENT(S)

None

October 20, 2021
NVTA Agenda Item 10.6
Continued From: New
Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Federal and State Legislative Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update and the State Legislative update prepared by Platinum Advisors and the State Bill Matrix.

EXECUTIVE SUMMARY

The attached memo will provide the Board with federal and state legislative updates.

FISCAL IMPACT

None

October 20, 2021
NVTA Agenda Item 10.6
Continued From: New
Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nvta.ca.gov

SUBJECT: Federal and State Legislative Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board Federal Legislative update and the State Legislative update prepared by Platinum Advisors (Attachment 1) and the State Bill Matrix (Attachment 2).

EXECUTIVE SUMMARY

Federal Update:

Lawmakers passed a continuing resolution to keep appropriated funds flowing to most of the federal government but did not address the expiration of the Fixing America's Surface Transportation (FAST) Act which expired at midnight on September 30. On October 2nd, the Senate voted to extend transportation funding programs in the FAST Act. The House voted 365-51 to approve the extension. President Biden signed the measure into law on October 2nd. This will give lawmakers additional time to work on the Build Back Better agenda – the multi-trillion dollar infrastructure bill.

State Update:

The attached memo from Platinum Advisors summarizes various elements of the budget. While the memo highlights the $1 million to the California State Transportation Agency (CalSTA) for State Route 37, it does not include the roughly $7 million in additional funding that was committed to the project in for advanced mitigation and preconstruction phases of the interim project. The memo does note that an agreement has not been reached between the governor and legislature on the $9.6 billion in general funds committed to transportation funding which are now on and hold and any decision it is likely to be pushed to the next fiscal year.

The governor signed key legislation into law since the last report, including AB 32 (Friedman) that will allow jurisdictions to set speed limits at a level other than by the 85th percentile traffic survey, AB 361 (Rivas,Robert) that would extend the governor's executive order suspending certain elements of the Brown Act under emergency conditions, and SB 129 (California Transit Association) that would set-aside at least $80 million for transit agencies to support acquisition of clean transit vehicles.

The governor also vetoed AB 122 (Boerner, Horvath) that would have permitted cyclists to not come to a complete stop at intersections when certain conditions are met. In his veto message, the governor noted that "…since 2015 there have been 3,059 crashes involving bicycles at intersections in which the primary collision factor was failure to stop at a stop sign."

ATTACHMENTS

(1) October 4, 2021 State Budget Update (Platinum Advisors)
(2) October 4, 2021 State Bill Matrix (Platinum Advisors)

October 4, 2021

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

The End: A little after 9 p.m. on September 10th both the Senate and Assembly adjourned session for the year and are not scheduled to return to the Capitol until January 3, 2022. The Governor has until October 10th to sign or veto all bills sent to his desk.

This end of session was far less exciting than in prior years, partially because of the 72-hour in print rule, and partially because some issues were punted to next year, including high-speed rail. A high-profile proposal from Assemblywoman Buffy Wicks (D-Oakland) mandating employee vaccinations and requiring proof of vaccination in indoor public places such as restaurants and movie theaters was also quickly shelved.

Another Special Election: San Francisco Mayor London Breed has selected Assemblyman David Chiu to be the City's next City Attorney. With this appointment, Assemblyman Chiu is expected to resign from his Assembly seat on October 31st. Governor Newsom will then have 14 days to declare a special election to fill this vacancy, and the special election must occur within 126-140 days after the Governor calls for the special election. This will likely occur between March 22 and April 12th. It's looking to be a crowded ballot, so if a runoff is needed then that election will likely be combined with the June 7th primary election. With the special election occurring during an election year, it will require all candidates to run in both special and general elections.

The departure of Assemblyman Chiu leaves in limbo two measures we have been closely following. This includes AB 550 that would create a pilot program to test the use automated speed enforcement systems. The other bill is AB 629 that aimed to enact numerous changes to improve transit coordination and regional oversight of transit operations in the Bay Area. It is unclear if other legislators will pick-up the baton and introduce legislation next year to move these proposals forward.

Fiscal Outlook: The Legislative Analyst's Office (LAO) released its fiscal outlook report, and the future remains bright. The LAO's projections estimate another healthy budget surplus in the range of $5 billion-$25 billion in the coming budget year. As usual, the LAO tempers this outlook by stressing income volatility, particularly with respect to the stock

market and capital gains, is always a risk. However, the Department of Finance's monthly revenue reports already show that revenue for the first two months of the fiscal year is already $3.5 billion above projections.

To Be Continued: The May Revision included $9.6 billion in general fund dollars for transportation programs listed below, as well as $1.4 billion for zero emission trucks and buses that was included in the Climate package, for a total investment of $11 billion. SB 129, the budget bill junior enacted in July, included the funding for the zero emission trucks and buses; however, the general fund appropriations for the transportation programs was contingent on provisional language whereby the funds would revert to the general fund if legislation was not enacted by October 10th specifying how the funds would be allocated. SB 129 did not include the $4.2 billion appropriation for high-speed rail, and it did not include $407 million for the Zero Emission Rail and Transit Equipment Program.

Since an agreement was not reached on appropriating $4.2 billion in bond funds to the High-Speed Rail Authority, negotiations on allocating the other transportation funds came to a halt. As a result, the general fund dollars for the proposed transportation expenditures will now revert to the general fund. While this is disappointing, all is not lost. The goal is for negotiations to continue with the expectation of enacting legislation when they return in January. In his veto message for AB 604 regarding the appropriation of interest income from transportation accounts, Governor Newsom stated, "*I look forward to re-engaging with the Legislature to finalize and pass a comprehensive transportation package early next year that invests in a wide variety of critically-necessary projects* …." While hopefully just a delay, the following appropriations are now on hold.

- *Los Angeles Olympics* - $1 billion General Fund to deliver critical projects in time for the 2028 Olympic Games. These funds would be allocated through the Transit and Intercity Rail Capital Program (TIRCP), eligible projects must be in the Southern California region and related to the transportation needs for hosting the 2028 Olympic Games.
- *Priority Transit and Rail Projects* - $1 billion General Fund for transit and rail projects statewide that improve rail and transit connectivity between state and regional/ local services. These funds would also be competitively allocated through TIRCP.
- *Active Transportation*—$500 million General Fund to advance projects that increase the proportion of trips accomplished by walking and biking, increase the safety and mobility of non-motorized users. The intent of this allocation is to fund the list of projects already submitted and scored through the California Transportation Commission's (CTC's) Active Transportation Program. While the CTC requested $2 billion for active transportation projects, this significant investment was considered sufficient at this time.
- *High Priority Grade Separations and Grade Crossing Improvements* - $500 million General Fund to support critical safety improvements throughout the state. These funds would be allocated through a competitive grant program for both freight and intercity rail related projects.
- *High-Speed Rail* - $4.2 billion Proposition 1A funds to complete high-speed rail construction in the Central Valley, advance work to launch service between

Merced and Bakersfield, advance planning, and project design for the entire project, and leverage potential federal funds.

- *State Highway Rehabilitation and Local Roads and Bridges* - $2 billion ($1.1 billion special funds through 2028, and $968 million federal funds) to support the advancement of priority State Highway Operation and Protection Program (SHOPP) projects, Interregional Transportation Improvement Program (ITIP) projects, and local road and bridge investments. The source of the $1.1 billion is interest income from the State Highway Account and other accounts.
- *Zero-Emission Rail and Transit Equipment Purchases and Infrastructure* - $407 million ($100 million General Fund, $280 million Public Transportation Account (PTA), and $27 million federal funds) to demonstrate and purchase or lease state-of-the-art clean bus and rail equipment and infrastructure that eliminate fossil fuel emissions and increase intercity rail and intercity bus frequencies. This funding proposal was rejected by the legislature, but remains part of the ongoing negotiations.

Budget: As expected cobbling together the final pieces of the 2021-22 budget took until the final week of session. On the last day to amend bills, 15 new budget trailer bills and another budget bill junior appropriation bill were amended and approved before leaving town. The Governor has since signed each of these measures into law. The following is a summary of the trailer bills that may be of interest, let us know if you would like a more detailed breakdown:

SB 170 – Budget Bill Junior – SB 170 makes numerous appropriations related to health, education, wildfire funding, climate resiliency programs, drought, and agriculture. The following provisions are included in this bill:

- $988 million ($758 million General Fund and $230 million Greenhouse Gas Reduction Fund (GGRF)) in 2021-22 for wildfire prevention and resiliency programs.
- $855 million ($730 million General Fund and $125 million special fund) in 2021-22 for the water resilience package.
- $369.2 million General fund in 2021-22 the Climate Resilience Package. The Climate Resilience Package includes an additional $2.09 billion in 2022-23 and $1.23 billion in 2023-24, totaling $3.69 billion over three fiscal years.
- An additional $850 million in greenhouse gas reduction fund revenue. This is part of the discretionary spending plan for auction revenue, and this is in addition to $684 million appropriated in the June budget for a total of $1.53 billion in 2021-22.
- $1 million is appropriated to CalSTA for Highway 37 climate adaptation.

SB 155 – Public Resources Trailer Bill – SB 155 makes several statutory changes to implement appropriations made in the budget related to environment and natural resources. Among the changes in this bill are the following:

- Provides for the extension of eligibility for the existing fuel cell net energy metering tariff that electrical corporations have filed with the PUC from December 31, 2021, to December 31, 2023.
- Renames the Alternative and Renewable Fuels and Vehicle Technology program as the Clean Transportation program and allows native tribes to compete for funding.
- Appropriates, continuously, $200 million Greenhouse Gas Reduction Fund annually until 2028-29 for healthy forest and fire prevention programs and projects
- Exempts from CEQA, until January 1, 2025, projects that conserve, restore, protect, or enhance, and assist in the recovery of California native fish and wildlife, habitat upon which they depend or that restore or provide habitat for California native fish and wildlife.
- Makes available, upon appropriation by the Legislature in the annual Budget act, $350 million in 2022-23 and $150 million in 2023-24 to the State Conservancy for grants or expenditures for the protection and restoration of coastal and ocean resources from the impacts of sea level rise and other impacts of climate change
- Requires the Department of Parks and Recreation to determine the best use of land known as "Alameda-Tesla Expansion Area," which is currently part of the Carnegie State Vehicular Recreation Area and prohibits this land from being designated as a state vehicular recreation area.

SB 163 – Workforce Development – SB 162 implements the Community Economic Resilience Fund (CERF) Program, which is funded with $600 million in federal Corona Virus Fiscal Recovery Funds.

The CERF Program will be administered by the Workforce Services Branch at the Employment Development Department and will provide financial support to establish highroad transition collaboratives to design region and industry specific economic recovery and transition strategies. The program will provide planning grants on a competitive basis to each region. The plans must address economic diversification, industry planning, workforce development and safety net programs, and must prioritize high-quality jobs and equitable access to them, while emphasizing the development of sustainable industries. The program will also provide competitive grants to implement the plans. Grant recipients must align with regional workforce needs by linking with high road training partnerships or high road construction career training programs.

AB 174 – Vehicles/Transportation – AB 174 primary makes changes related to the Department of Motor Vehicles such as alternative procedures for driver's license renewals, fingerprint verification, and electronic reporting of vehicle fleet insurance. The bill does not contain any provisions related to Caltrans or CalSTA.

*AB 175 – Housing Related Item*s – AB 175 makes numerous clean-up changes to previously enacted housing measures. In particular, AB 175 makes technical amendments to the Regional Early Action Program (REAP) of 2021. The changes to the REAP program include specifying that a grant recipient shall obligate funds no later June 30, 2024, and expend funds no later than June 30, 2026. Additionally, this bill extends from June 30, 2025, to June 30, 2026, the timeline for submitting a final report for a grant recipient.

October 11, 2021

BOARD POSITION ITEMS

Bills	Subject	Status	Client Positions
AB 43 (Friedman D) Traffic safety.	AB 43 would implement some of the findings of the Vision Zero Task Force to reduce pedestrian and bicyclist fatalities by allowing local governments greater flexibility in setting speed limits. AB 43 authorizes a speed limit to be set at a level other than the speed limit determined by 85th percentile traffic survey in the following areas: • Requires traffic surveyors to consider the presence of vulnerable groups, including children, seniors, the unhoused and persons with disabilities when setting speed limits; • Permits speed limits to be set as low as 15 MPH. • Allows a speed limit to be reduced an additional 5 MPH below the traffic survey speed on streets with high injuries and fatalities, and • Provides for greater flexibility in setting school speed limits, business activity district speed limits, and senior zone limits.	Signed Into Law	SUPPORT
AB 117 (Boerner Horvath D) Air Quality Improvement Program: electric bicycles.	AB 117 would require CARB to establish the Electric Bicycle Incentive Program (EBIP), by July 1, 2022, to provide incentives in the form of vouchers to income-eligible individuals for the purchase of e-bikes at participating retailers. The budget included an appropriation to CARB in the amount of $10 million to fund this program. AB 117 was intended to	SENATE APPR – Held in Appropriations Two-Year Bill	SUPPORT

<u>AB 117</u> ***(Continued)***	establish the parameters of how CARB would implement this program. While AB 117 was held in the Senate Appropriations Committee, it can move forward next year. However, implementation legislation is not needed to move this program forward. CARB staff have initiated the workshop process for developing the EBIP, with the goal of incorporating into the current year expenditure plan.		
<u>AB 122</u> (<u>Boerner Horvath</u> D) Vehicles: required stops: bicycles.	AB 122 would amend existing law to allow bicyclists to enter an intersection without coming to a complete stop if specified conditions are met. The Governor's veto message included the following, "*The Statewide Integrated Traffic Records System shows that, since 2015, there were 3,059 crashes involving bicycles at an intersection in which the primary collision factor was failure to stop at a stop sign. The data indicates bicyclists were determined to be at fault for 88 percent of the collisions resulting in fatalities and 63 percent of those involving injuries. I fully support safe and equitable access to the state's transportation network for bicyclists. The California Climate Action Plan for Transportation Infrastructure describes how the state will invest in the transportation network to create safe and accessible bicycle and pedestrian infrastructure. The Department of Transportation (Caltrans) and the California State Transportation Agency are increasing active transportation investments and will release design guidance on traffic calming measures this year to encourage more walking and biking through a safe systems approach.*" AB 122 would create a pilot program that would sunset on January 1, 2028, and a report to the legislature would be required. The bill would require a bicyclist when approaching a stop sign at an intersection to yield the right-of-way to any vehicles that have stopped at the entrance of the intersection, have entered the intersection, or	Vetoed	WATCH

AB 122 ***(Continued)***	that are approaching on the intersecting highway close enough to constitute an immediate hazard, and shall continue to yield the right-of-way to those vehicles until reasonably safe to proceed.		
AB 339 **(Lee D)** State and local government: open meetings.	As amended the bill would only apply to cities and counties with a population above 250,000. The amendments also remove the translator language and allow the effected cities and counties to provide public testimony by phone OR by an internet-based service, but not both. These new requirements would sunset on December 31st, 2023. The Governor vetoed AB 339 due to the patchwork application based on population. However, the Governor stated, "*I remain open to revisions to the Brown Act to modernize and increase public access, while protecting public health and safety. Unfortunately, the approach in this bill may have unintended consequences."*	Vetoed	WATCH
AB 361 **(Rivas, Robert D)** Open meetings: local agencies: teleconferences.	AB 361 creates an alternative process for local agencies to hold teleconference meetings under emergency conditions. While the executive order that allowed for remote meetings by legislative bodies ended on September 30th, AB 361 was amended to include an urgency clause. With ongoing COVID pandemic concerns, once AB 361 is signed into law a local entity can vote to conduct remote meeting as long a state emergency has been declared. AB 361 currently specifies how a local agency may elect to conduct remote meetings and it specifies how public participation must be provided.	Signed Into Law	WATCH
AB 550 **(Chiu D)** Vehicles: speed safety system pilot program.	AB 550 establishes a five-year pilot program to give local transportation authorities in the Cities of San Jose, Oakland, Los Angeles, two unspecified southern California cities, and the City and County of San Francisco	ASSEMBLY APPR Held on Suspense Two-Year Bill	SUPPORT

AB 550 ***(Continued)***	the authority to install automated speed safety systems. AB 550 specifies the conditions where an automated system can be placed, limits the amount of the citation, specifies that the citation shall count as a point on a license, and specifies how the proceeds from citation can be spent. In addition, the bill states that the system shall not continue to operate on any given street if within the first 18 months of installation of a system, specified conditions related to a reduction in violations are not met.		
AB 629 **(Chiu D)** San Francisco Bay area: public transportation.	AB 629 contains an outline of a proposal to improve transit coordination in the Bay Area. As amended, AB 629 was unanimously approved by the Assembly Transportation Committee. In short, the provisions in AB 629 generally outline the need for reports on work already underway, such as wayfinding, fare integration, and real-time route information. The controversial content will likely not arise until this measure reaches the Senate and when the recommendations made by the Task Force are complete.	ASSEMBLY APPR Suspense File Two-Year Bill	WATCH
AB 703 **(Rubio, Blanca D)** Open meetings: local agencies: teleconferences.	AB 703 is a two-year bill that would allow local agencies to use teleconference services to hold legislative meetings at any time. However, recent amendments added language requiring at least a quorum of the legislative body be present at a single location, which restricts the flexibility of using current technology to conduct public meetings. Under AB 703, the local agency must allow members of the public to observe the meeting and address the legislative body, and it shall give notice of the meeting and post agendas as otherwise required. In addition, the bill requires the legislative body that uses teleconferencing must implement a	ASSEMBLY L. GOV. Two-Year Bill	WATCH

AB 703 ***(Continued)***	procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act.		
AB 1157 **(Lee D)** Local transportation funds: State Transit Assistance Program: reports.	AB 1157 is the reintroduction of AB 2542 from last year. This bill would make the following changes to the STA reporting requirements. • Shifts the deadline for when a regional transportation planning agency (RTPA) must submit an STA eligibility report to the State Controller's Office (SCO) to within seven months of the end of each fiscal year. • Requires SCO to compile, publish, and make publicly available on its website the data and information of all transit operator financial transaction reports (FTRs) on or before November 1 of each year.	Signed Into Law	WATCH
AB 1401 **(Friedman D)** Residential and commercial development: parking requirements.	AB 1401 was held on the Senate Appropriations Committee's Suspense File and will not be moving forward this year. As amended, AB 1401 prohibits local governments in counties with a population of 600,000 of more from imposing or enforcing a minimum automobile parking requirement for residential, commercial, and other developments if the parcel is located within one-half mile walking distance of a "major transit stop." In counties with a population less than 600,000, any city within that county with a population of 75,000 of more is also prohibited from imposing parking minimums on development within one-quarter mile of a major transit stop. As "Major transit stop" is defined in the bill to be a site containing any of the following: (a) An existing rail or bus rapid transit station. (b) A ferry terminal served by either a bus or rail transit service.	SENATE APPR – Held on Suspense File	WATCH

AB 1401 ***(Continued)***	(c) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. AB 1401 also adds to the major transit stop definition; a major transit stop that is included in a regional transportation plan. Prior versions of the bill also included "high quality transit corridors," but this reference has been removed.		
ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.	Identical to last session's proposal, which NVTA supported, ACA 1 would lower the voter threshold for property tax increases, parcel taxes and sales taxes to 55% if the funds are used for affordable housing and infrastructure projects. This includes capital improvements to transit and streets and highways. However, ACA 1 does not allow for the 55% local measure to use the tax revenue for transit operations.	ASSEMBLY LOC GOV	Support
SB 274 (Wieckowski D) Local government meetings: agenda and documents.	SB 274 requires local agencies that have websites to email a copy of, or provide a link to, the agenda packet, if an individual requests the local agency to deliver these items by email. In addition, SB 274 provides if the local agency determines that it is not technologically feasible to send a copy of, or provide a link to, the agenda packet, the local agency must mail a copy of the agenda, or send a link to the agenda, and mail all other documents.	Signed Into Law	WATCH
SB 674 (Durazo D) Public Contracts: workforce development: transportation-related contracts.	SB 674, until January 1, 2027, requires the Labor and Workforce Development Agency (LWDA) to create the California Jobs Plan Program and the United States Jobs Plan Program. The intent of the bill is to incentivize more high-quality transportation, manufacturing, and infrastructure jobs through the public contracting process.	ASSEMBLY FLOOR Inactive File	WATCH

<u>SB 674</u> ***(Continued)***	The Assembly Appropriations Committee amended SB 674 to specify participation by local transportation entities would be optional. However, the bill would still apply to purchases made by Caltrans. These amendments and concerns likely expressed by the Administration resulted in the author making it a two-year bill. Senator Durazo intends to work with opposition during the interim to reach a consensus on the bill. Previously, the author has accepted several amendments to address concerns expressed by CalACT and CTA, such as requiring FTA approval before the new requirements start. However, significant concerns remain regarding how this program would be implemented, the ability to verify the promises made are achieved, and the likelihood of procurement delays due to a rise in award protests.		
BUDGET ITEM CTA Request for HVIP Funds	The California Transit Association (CTA) is heading an effort to create a funding set-aside of at least $80 million for transit agencies, specifically, within the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP). The proposed budget currently dedicates $315 million in cap-and-trade funds for truck, bus, and off-road freight projects. The CTA's proposal would dedicate $80 million of those funds specifically for HVIP rebates for zero emission public transit bus purchases.	Enacted via SB 129, Chapter 69, Statutes of 2021 This measure appropriates $70 million in HVIP rebates for transit buses.	SUPPORT

October 20, 2021
NVTA Agenda Item 10.7
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

AB 361 Requirements for Remote Public Meetings

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 21-28 making findings and declaring its intent to continue remote teleconference meetings pursuant to Government Code section 54953 due to the Governor's Proclamation of State Emergency and state and local recommendations related to physical distancing due to the threat of COVID-19.

EXECUTIVE SUMMARY

NVTA has been conducting its public meetings under the Governor's Executive Orders issued in connection to the COVID-19 pandemic and its related health and safety risks which allowed legislative bodies to hold meetings via teleconference and make meetings accessible electronically through September 30, 2021, without violating the Brown Act. Effective October 1, 2021, AB 361 will allow local legislative bodies to continue to allow remote meetings during a proclaimed state of emergency, if state or local officials have imposed or recommended measures related to physical distancing that warrant holding meetings remotely.

On September 27, 2021, the Napa County Executive Officer and Public Health Officer issued a recommendation that permits remote attendance at boards and commissions that wish to continue meeting remotely, in whole or in part, in order to help minimize the spread and transmission of COVID-19.

FISCAL IMPACT

None

October 20, 2021
NVTA Agenda Item 10.7
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Napa Valley Transportation Authority

FROM: Kate Miller, Executive Director

REPORT BY: DeeAnne Gillick, General Counsel

SUBJECT: AB 361 Requirements for Remote Public Meetings

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 21-28 (Attachment 2) making findings and declaring its intent to continue remote teleconference meetings pursuant to Government Code section 54953 due to the Governor's Proclamation of State Emergency and state and local recommendations related to physical distancing due to the threat of COVID-19.

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVTA has been conducting its public meetings under the Governor's Executive Orders issued in connection to the COVID-19 pandemic and its related health and safety risks which allowed legislative bodies to hold meetings via teleconference and make meetings accessible electronically through September 30, 2021, without violating the Brown Act. Effective October 1, 2021, AB 361 will allow local legislative bodies to continue to allow remote meetings during a proclaimed state of emergency, if state or local officials have imposed or recommended measures related to physical distancing that warrant holding meetings remotely.

On September 27, 2021, the Napa County Executive Officer and Public Health Officer issued a recommendation that permits remote attendance at boards and commissions that wish to continue meeting remotely, in whole or in part, in order to help minimize the spread and transmission of COVID-19.

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

As long as the local order remains, the provisions of AB 361 can be met; however, it is difficult for NVTA to make this finding every 30 days as it meetings monthly, or less often. It is recommended that the Board take action every thirty days, or at each regular meeting, (whichever comes first) making continued findings and directing staff to notice the next meeting as a remote meeting unless the state emergency or local order is terminated. This allows the Board to consider the state of emergency and the ability to meet safely on a reoccurring basis. It is further recommended that the Board establishes that all public meetings of NVTA may be held remotely including advisory committees.

AB 361 imposes additional rules related to teleconference meetings which occur due to an emergency as follows:

- Agencies cannot require that written comments be submitted in advance of a meeting, agencies may only close the comment period at the same time it is closed during the meeting.
- The public must be given an opportunity to comment directly during the meeting and public comment periods. There must be a live time, call in or internet based public comment option.
- In the event of a disruption in broadcasting the meeting, the legislative body shall take no further action until meeting access is restored to the public.

Additionally, the following Brown Act teleconference meeting rules that were relaxed due to the COVID-19 Emergency Executive Orders have been continued under AB 361 (Government Code Section 54593):

- The requirement to identify on the agenda each teleconference location for each member of the Board participating in the meeting by teleconference has been waived;
- The requirement that each teleconference location be accessible to the public has been waived ;
- The requirement that members of the public be able to address the Board at each teleconference location has been waived;
- The requirement that local agencies post agendas at all teleconference locations has been waived;
- The requirement that at least a quorum of the Board participate from locations within the boundaries of the territory over which they exercise jurisdiction has been waived; and,
- The requirement that there must be a physical meeting location open to the public to attend the meeting and comment during the meeting has been waived.

ATTACHMENTS

(1) September 27, 2021 County of Napa Memorandum
(2) Resolution No. 21-28

County Executive Office

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Minh C. Tran
County Executive Officer

A Tradition of Stewardship
A Commitment to Service

MEMORANDUM

To: Board of Supervisors Other Boards and Commissions	From: Minh C. Tran, County Executive Officer Karen Relucio, M.D., Public Health Officer

Date: September 27, 2021	Re: Recommendation for Continued Remote Attendance at Brown Act Meetings

Executive Order N-08-21 issued by Governor Newsom allows legislative bodies to hold meetings via teleconference and make meetings accessible electronically through September 30, 2021, without violating the Brown Act. Effective, October 1, 2021, AB 361 will allow local legislative bodies to continue to allow remote meetings during a proclaimed state of emergency, if "state or local officials have imposed or recommended measures to promote social distancing."

RESOLUTION No. 21-28

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) MAKING FINDINGS AND DECLARING ITS INTENT TO CONTINUE REMOTE TELECONFERENCE MEETINGS PURSUANT TO GOVERNMENT CODE SECTION 54953

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

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

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

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

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

WHEREAS, California Department of Public Health and the federal Centers for Disease Control and Prevention caution that the Delta variant of COVID- 19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html); and

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

WHEREAS, due to the seriousness of the current pandemic situation, the Napa County Executive Officer and Public Health Officer has required that all unvaccinated persons wear facial coverings indoors, and recommend that all persons, regardless of vaccination status, wear facial coverings indoors; and

WHEREAS, the Board does hereby find that the COVID-19 emergency has caused, and will continue to cause, conditions of peril to the safety of persons that are likely to be beyond the control of services, personnel, equipment, and facilities of NVTA, and deems it necessary to find that meeting in person for meetings of all NVTA legislative bodies would present imminent risks to the health or safety of attendees, and thus intends to invoke the provisions of AB 361 related to teleconferencing as provided in Government Code section 54953, subd. (e); and

WHEREAS, all teleconference meetings of the Board of NVTA and any legislative bodies of NVTA shall comply with the requirements to provide the public with access to the meetings as prescribed in section 54953; subd. (e)(2).

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

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

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

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

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on October 20, 2021, by the following vote:

_____
Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

_____
Laura Sanderlin, NVTA Board Secretary

APPROVED:

_____
DeeAnne Gillick, NVTA Legal Counsel