

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda

Wednesday, April 21, 2021
1:30 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 Governor's Executive Orders No. N-25-20 and N-29-20 from the State of California and Napa County's workplace restrictions, the NVTA Board of Directors meeting will be held virtually. To maximize public safety while still maintaining transparency, members of the public are invited to participate at the noticed meeting time via the methods below, barring technical difficulties:

- 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/UCrpiLcW9uRmA0EE6w-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 Título VI: La NVTA puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al número (707) 259-8633. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

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

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

7. PRESENTATIONS

7.1 Proclamation of Appreciation

Recommendation: Transdev, Inc. staff will receive recognition for becoming Million Milers.

Estimated Time: 1:50 p.m.

8. CONSENT AGENDA ITEMS

8.1 Meeting Minutes of March 17, 2021 (Laura Sanderlin) (Pages 10-14)

Recommendation: Board action will approve the meeting minutes of March 17, 2021.

Estimated Time: 2:00 p.m.

Attachments: [Draft Minutes](#)

8.2 Resolution No. 21-12 Amending Regular Meeting Time of the Napa Valley Transportation Authority (NVTA) Board of Directors for Calendar Year (CY) 2021 (Laura Sanderlin) (Pages 15-20)

Recommendation: Board action will approve the reoccurring meeting time for the NVTA Board of Directors to be 1:00pm for the remainder of CY 2021.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

8.3 Access and Indemnification Agreement for Parcel 057-250-025-000 (Rebecca Schenck) (Pages 21-33)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, make minor modifications and take all actions necessary for an Access and Indemnification Agreement for parcel 057-250-025-000.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9. REGULAR AGENDA ITEMS

9.1 Amendment 6 to Napa Valley Transportation Authority (NVTA) Agreement No. NVTA 12-08 for the Position of Executive Director (Laura Sanderlin) (Pages 34-38)

Recommendation: Board action will approve Amendment 6 to NVTA Agreement No. NVTA 12-08 amending certain sections of the Executive Director contract.

Estimated Time: 2:10 p.m.

Attachments: [Staff Report](#)

9.2 Napa Valley Transportation Authority (NVTA) FY 2020-21 Quarter 2 (Q2) Review and Delegated Authority Matrix (Roxanna Moradi) (Pages 39-49)

Recommendation: Information only.

Estimated Time: 2:20 p.m.

Attachments: [Staff Report](#)

9.3 First Amendment to Napa Valley Transportation Authority (NVTA) Agreement No. 20-18 with Nossaman, LLC for TIFIA Legal Services (Antonio Onorato) (Pages 50-71)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications to the First Amendment of NVTA Agreement No. 20-18 with Nossaman, LLC for additional legal advisory services for securing a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan and private sector financing for the construction of the new Vine Transit Maintenance Facility for a total amount not to exceed \$75,000.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

9.4 Vine Transit Update (Rebecca Schenck) (Pages 72-79)

Recommendation: Information only. That the Napa Valley Transportation Authority Board receive the Vine Transit Services third quarter (Q3) operational performance update.

Estimated Time: 2:45 p.m.

Attachments: [Staff Report](#)

9.5 Amendment No. 4 to Purchase Order 20-2013 for On-Demand Software to serve the City of Napa (Rebecca Schenck) (Pages 80-107)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board authorize the Executive Director to execute Amendment 4 to Purchase Order 20-2013 with DoubleMap Inc. to provide on-demand software to serve the City of Napa in the amount of \$33,962.64 using Transportation Development Act Funding.

Estimated Time: 3:00 p.m.

Attachments: [Staff Report](#)

9.6 Federal Surface Transportation Reauthorization Project Requests (Kate Miller) (Pages 108-111)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board approve the Federal Surface Transportation Reauthorization Project Appropriations Requests.

Estimated Time: 3:15 p.m.

Attachments: [Staff Report](#)

9.7 Coronavirus Response and Relief Supplemental Appropriations Act of 2021 - Regional Transportation Improvement Program Funds (Kate Miller) (Pages 112-123)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board approve Resolution 21-12 programming \$777,652 in Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funds to Soscol Junction of which 5% will go towards Planning Programming and Monitoring (PPM).

Estimated Time: 3:30 p.m.

Attachments: [Staff Report](#)

9.8 Federal and State Legislative Update (Kate Miller) (Pages 124-136)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the State Legislative update and take action on three new bills included on the State bill matrix.

Estimated Time: 3:45 p.m.

Attachments: [Staff Report](#)

10. FUTURE AGENDA ITEMS**11. ADJOURNMENT****11.1 Approval of Next Regular Meeting Date of May 19, 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, April 16th 2021.

Laura Sanderlin (e-sign) 4-14-21
Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

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

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVTB Board of Directors

Wednesday, March 17, 2021

1:30 PM

REFER TO COVID-19 SPECIAL NOTICE

1. Call to Order

Chair Pedroza called the meeting to order at 2:00pm.

3. Roll Call

Attendance was confirmed as presented during Roll Call at the NVTB-TA meeting with no absences.

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

4. Adoption of the Agenda

Motion MOVED by ALESSIO, SECONDED by CANNING, for approval of adopting the agenda. The motion carried by the following vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Knight

5. Public Comment

None

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

ABAG Update

Member Garcia provided an update on recent ABAG activities.

MTC Update

Chair Pedroza provided an update on recent MTC activities.

7. Director's Update

Director Miller reported:

- Commented on the staff effort associated with the Countywide Transportation Plan (CTP), Advancing Mobility 2045
- Overview of NVTA Overall Work Plan
- Announced that public transit workers were included on the State's priority list to receive vaccines
- Announced that Vine Transit is offering free rides to COVID-19 vaccine appointments
- Provided an update on \$800,000 in new Federal Transit Administration funding awarded for reaching Small Transit Intensive City performance metrics.

8. Caltrans' Update

None

9. CONSENT AGENDA ITEMS

Motion MOVED by DUNBAR, SECONDED by ELLSWORTH to APPROVE Consent Items 9.2-9.9.

Motion carried by the following vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Knight

9.1 Approval of Meeting Minutes of February 17, 2021 (Laura Sanderlin) (Pages 12-15)

Attachments: [Draft Minutes](#)

Motion MOVED by DUNBAR, SECONDED by GARCIA to APPROVE Consent Item 9.1. Motion

carried by the following vote:

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

Abstain: 1 - Knight

9.2 Citizens Advisory Committee (CAC) Member Appointments (Laura Sanderlin) (Pages 16-18)

Attachments: [Staff Report](#)

9.3 Resolution No. 21-08 Amending Paratransit Coordinating Council Bylaws (Libby Payan) (Pages 19-41)

Attachments: [Staff Report](#)

9.4 Resolution No. 21-04 Revised Approving Amendment No. 12 to the Napa Valley Transportation Authority (NVTA) Joint Powers Agreement (Antonio Onorato) (Pages 42-71)

Attachments: [Staff Report](#)

- 9.5** Third Amendment to Napa Valley Transportation Authority (NVTA) Agreement No.17-15 with Kimley-Horn Associates Inc. (Rebecca Schenck) (Pages 72-76)
Attachments: [Staff Report](#)
- 9.6** Reimbursement Agreement with and Right of Entry to the City of Napa in order to upgrade its Waterline located at Sheehy Court Vine Maintenance Facility (Sanjay Mishra) (Pages 77-94)
Attachments: [Staff Report](#)
- 9.7** Resolution No. 21-09 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the following project: Napa Valley Transportation Authority (NVTA) Zero Emission Bus Procurement Project (Antonio Onorato) (pages 95-99)
Attachments: [Staff Report](#)
- 9.8** Transportation Development Act Article 3 (TDA-3) Call for Projects (Diana Meehan) (Pages 100-111)
Attachments: [Staff Report](#)
- 9.9** Napa Valley Transportation Authority (NVTA) Overall Work Program for Fiscal Year (FY) 2020-21 and 2021-22 (Antonio Onorato) (Pages 112-179)
Attachments: [Staff Report](#)

10. REGULAR AGENDA ITEMS

- 10.1** Proposed Organizational Restructure of the Napa Valley Transportation Authority (NVTA) (Laura Sanderlin) (Pages 180-186)
Attachments: [Staff Report](#)
- Motion MOVED by ALESSIO, SECONDED by ELLSWORTH to APPROVE the organizational restructure of the Napa Valley Transportation Agency. Motion carried by the following roll call vote:**
- Aye:** 23 - Garcia, Canning, Pedroza, Dohring, Joseph, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Knight
- Nay:** 1 - Dunbar
- 10.2** Countywide Transportation Plan (CTP): Advancing Mobility 2045: Public Draft Release (Alberto Esqueda) (Pages 187-194)
Attachments: [Staff Report](#)
- Motion MOVED by CANNING, SECONDED by KRAUS to APPROVE the release of the Countywide Transportation Plan draft. Motion carried by the following roll call vote:**

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Knight

10.3 Project Priorities for the Metropolitan Transportation Commission's (MTC) Safe and Seamless Mobility Quick-Strike Program (Danielle Schmitz) (pages 195-217)

Attachments: [Staff Report](#)

Public comment received by Patrick Band of the Napa Valley Bicycle Coalition.

Motion MOVED by DUNBAR, SECONDED by ALESSIO to APPROVE Resolutions 21-10 and 21-11.

Motion carried by the following roll call vote:

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

Nay: 1 - Kraus

10.4 Agreement 21-07 with GMV Synchronatics to Acquire a Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System (Rebecca Schenck) (pages 218-243)

Attachments: [Staff Report](#)

Motion MOVED by GARCIA, SECONDED by DUNBAR to APPROVE the Executive Director to make modifications to the Agreement 21-07 with GMV Synchronatics. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Knight

10.5 Loan Agreement with the Bank of Marin (Antonio Onorato) (Pages 244-265)

Attachments: [Staff Report](#)

Motion MOVED by DUNBAR, SECONDED by JOSEPH to APPROVE the Loan Agreement with Bank of Marin. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Knight

10.6 Federal and State Legislative Update (Kate Miller) (Pages 266-279)

Attachments: [Staff Report](#)

Public Comment received by Patrick Band of the Napa Valley Bicycle Coalition.

Motion MOVED by ALESSIO, SECONDED by ELLSWORTH to APPROVE the organizational restructure of the Napa Valley Transportation Agency. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Knight

11. FUTURE AGENDA ITEMS

None

CLOSED SESSION**11.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Pursuant to of Government Code Section 54956.9(d)(2): Claim of Mary Elizabeth Jackson vs. City of Napa et al.
Napa Superior Ct. Case No. 20CV000021

No action reported

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

Title: Executive Director

No action reported

12. ADJOURNMENT

Chair Pedroza adjourned the meeting at 4:18pm.

12.1 Approval of the next meeting of April 21, 2021 at 1:30 p.m. and Adjournment

Laura Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution No. 21-12 Amending the Regular Meeting Time of the Napa Valley Transportation Authority (NVTA) Board of Directors for Calendar Year (CY) 2021

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 21-12 (Attachment 1) amending the reoccurring meeting time of the NVTA Board of Directors for remainder of Calendar Year (CY) 2021.

EXECUTIVE SUMMARY

The NVTA Board of Directors and committee meetings fall under the requirements of the State of California Brown Act, and therefore must establish a regular meeting date, time, and place, and publish notice of each meeting. If approved, the meeting times would be changed to 1 PM.

FISCAL IMPACT

None



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: Resolution No. 21-12 Amending the Regular Meeting Time of the Napa Valley Transportation Authority (NVTA) Board of Directors for Calendar Year (CY) 2021

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 21-12 (Attachment 1) amending the reoccurring meeting time of the NVTA Board of Directors for Calendar Year (CY) 2021.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The NVTA Board of Directors and committee meetings fall under the requirements of the State of California Brown Act and must establish a regular meeting time and place, and publish a notice of each meeting. Resolution No. 21-12 (Attachment 1) will change the meeting time from 1:30pm to 1:00pm.

The regular meeting time of the NVTA Board of Directors will be 1:00 p.m. for the remaining regularly scheduled meetings in CY 2021 as follows:

Wednesday, May 15
Wednesday, June 16
Wednesday, July 21
Wednesday, September 15
Wednesday, October 20
Wednesday, November 17
Wednesday, December 15

ALTERNATIVES

The Board could decide not to approve Resolution No. 21-12 and the reoccurring meeting time of the Napa Valley Transportation Authority (NVTA) would not change.

ATTACHMENTS

(1) Resolution No. 21-12

**RESOLUTION No. 21-12
A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AMENDING THE REGULAR MEETING TIME FOR CALENDAR YEAR (CY) 2021**

WHEREAS, the Napa Valley Transportation Authority (NVTA) Board of Directors and Committee meetings fall under the requirements of the State of California Brown Act; and

WHEREAS, the NVTA Board of Directors and Committees must establish a regular meeting time, place, and schedule, and publish notice of each meeting; and

WHEREAS, the NVTA Board now desires to amend the NVTA Governing Board calendar to reflect a regular meeting time of 1:00pm.

NOW, THEREFORE BE IT RESOLVED by the Napa Valley Transportation Authority Board of Directors, that the regular meeting dates for the Governing Board for remainder of calendar year 2021 are as shown in Exhibit "A", sets the regular meeting time at 1:00 p.m. and sets the regular meeting place as the JoAnn Busenbark Board Room at 625 Burnell Street, Napa, CA 94559.

Passed and adopted this 21st day of April 2021.

Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTB Board Secretary

APPROVED:

DeeAnne Gillick, NVTB Legal Counsel

EXHIBIT “A”

NVTA Governing Board Meeting Dates and Time for CY 2021

1:30pm Wednesday, January 20
1:30pm Wednesday, February 17
1:30pm Wednesday, March 17
1:30pm Wednesday, April 21
1:00pm Wednesday, May 15
1:00pm Wednesday, June 16
1:00pm Wednesday, July 21
1:00pm Wednesday, September 15
1:00pm Wednesday, October 20
1:00pm Wednesday, November 17
1:00pm Wednesday, December 15



April 21, 2021
NVTA Agenda Item 8.3

Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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: Access and Indemnification Agreement for Parcel 057-250-025-000

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, make minor modifications and take all actions necessary for an Access and Indemnification Agreement for parcel 057-250-025-000 (Attachment 1).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA owns parcels 057-250-025-000 and 057-250-036-000 within the Napa County for building the Vine Transit Maintenance Facility. Napa Sanitation had existing easements across the northern edge and eastern edge of parcel 057-250-025-000 when NVTA purchased the property. Napa Sanitation is requesting that NVTA enter into an Access and Indemnification Agreement prior to construction of the Vine Transit Maintenance Facility. Staff recommends that the Board approve conveyance of an access easement to Napa Sanitation District so that it can continue to access the existing sewer easement for the purpose of construction, access, operation, inspection, maintenance, replacement and repair of a sanitary sewer pipeline, and other related facilities.

FISCAL IMPACT

Is there a Fiscal Impact? No



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA 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: Access and Indemnification Agreement for Parcel 057-250-025-000

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director to execute, make minor modifications and take all actions necessary for an Access and Indemnification Agreement for parcel 057-250-025-000 (Attachment 1).

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

In September of 2016, NVRTA purchased two parcels (057-250-036-000 and 057-250-025-000) in the Napa Valley Gateway Business Park on Sheehy Court in the unincorporated part of the County for the purposes of developing the Vine Transit Maintenance Facility. Napa Sanitation had existing easements across the northern and eastern edge of parcel 057-250-025-000 when NVRTA purchased the property. Napa Sanitation is requesting that NVRTA enter into an Indemnification Agreement prior to construction of the Vine Transit Maintenance Facility. Staff recommends the conveyance of an access easement to Napa Sanitation District for the continued ability to access the existing sewer easement for the purpose of construction, access, operation, inspection, maintenance, replacement and repair of a sanitary sewer pipeline, and other related facilities. Once NVRTA and Napa Sanitation execute the agreement, Napa Sanitation will issue a sewer permit to NVRTA for the construction of the Vine Transit Bus Maintenance Facility.

ALTERNATIVES

The agency could decide to delay the vote on this item and request further changes from Napa Sanitation. The agency could also decide not to grant the Access and Indemnification Agreement and run the risk that Napa Sanitation would not issue NVTA a sewer permit for the Vine Transit Maintenance Facility.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Constructing the facility is needed to ensure fueling facilities are ready for electric buses currently on order and to ensure public transit services are provided in a safe and effective way.

ATTACHMENT(S)

- (1) Access and Indemnification Agreement
- (2) Resolution 21-14
- (3) Certificate of Acceptance

RECORDED AT THE REQUEST OF AND
RETURN TO:

Napa Sanitation District
1515 Soscol Ferry Road
Napa, CA 94558

Exempt from Recording Fees
Per G.C. 27383

Re: A.P.N. 057-250-025

ACCESS AND INDEMNIFICATION AGREEMENT

THIS ACCESS AND INDEMNIFICATION AGREEMENT (this "Agreement") is made as of this ____ day of _____ 20__, ("Effective Date") by and between NAPA VALLEY TRANSPORTATION AUTHORITY, a California joint powers agency, ("Owner") and the Napa Sanitation District, a California special district ("District") with reference to the following facts. Owner and District may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

A. Owner owns that certain real property located in the County of Napa, California, commonly known as NVTa Maintenance Facility located West of Devlin Rd at the end of Sheehy Ct, Napa County Assessor's Parcel Numbers of 057-250-025 and more particularly described in Exhibit A and further depicted in Exhibit B attached hereto and incorporated herein (the "Property").

B. District has existing public utility easements on a portion of the Property, which were recorded on 22nd day of June, 1970, on Vol 830 page 704 in the Official Records of Napa County), the 13th day of June, 2000 in book 22 of maps at page 5 through 9, and Official Records Document Number 2004-0015261 recorded April 19, 2004 (collectively "Easement").

C. The District has the right to access and use the Easement on a portion of the Property for the purposes of constructing, installing, maintaining, repairing, replacing or otherwise taking any actions that are necessary or prudent for the District's safe operation of the public utility facilities that are located therein (collectively, "District Operations").

D. The Owner is redeveloping the Property and in connection with such development, Owner plans to install sidewalk, parking spaces, trees, retention basin, irrigation lines, concrete driveway, asphalt, fencing, shallow rooting tree, and an automatic gate ("Site Improvements") above the District's Easement.

E. As a condition to Owner's construction of the Site Improvements, District has requested Owner enter into this Agreement with the District regarding the Site Improvements with the purpose of maintaining District's access to the Easement and the public utility facilities which are now or may hereafter be installed within the District's Easement ("District Facilities").

AGREEMENT

NOW THEREFORE, Owner and District, for good and valuable consideration agree as follows:

1. Owner shall notify the District in writing at least sixty (60) days prior to installation of any new Site Improvements within the Easements. Any new Site Improvements within the Easement shall be first approved by the District. District agrees District will not unreasonably withhold approval of Site Improvements which do not unreasonably interfere with District's use of the Easement.

2. Owner shall provide District reasonable access, including during emergencies, for the purpose of District's continued ability to access the existing Easement for the purpose of construction, access, operation, inspection, maintenance, replacement and repair of a sanitary sewer pipeline, and other related facilities ("Access Route.") The Access Route is not specific, but can be through various routes from point A to area B as shown on Exhibit B within the shaded area, to allow District's access to and from the public right of way of Sheehy Court to and from the existing Easement. The Access Route may be reasonably relocated or altered by Owner as long as continued access is provided to District. Continuous access through gates intersecting the sewer easement shall be provided through an access token, key, code, or suitable means. Access by District shall be permitted by Owner at any time and shall not be limited to time of day and day of the year. Access Routes shall be all-weather surfaces and shall be constructed and maintained by Owner at Owner's sole expense.

3. To the fullest extent permitted by law, Owner agrees to indemnify, defend (with counsel approved by District) and hold District, its board members, officers, officials, employees and agents, harmless from any and all claims made against District or any liability, loss or damage suffered by District of any kind or nature, including but not limited to, attorneys' fees, arising from or relating to the Site Improvements within the Easement except to the extent caused by the sole negligence or willful misconduct of District.

4. To the fullest extent permitted by law, District agrees to indemnify, defend (with counsel approved by Owner) and hold Owner, its board members, officers, officials, employees and agents, harmless from any and all claims made against Owner or any liability, loss or damage suffered by Owner of any kind or nature, including but not limited to, attorneys' fees, arising from or relating to the use of the Access Route except to the extent caused by the sole negligence or willful misconduct of Owner.

5. In the event that District Operations or access to District Facilities in the Easement require removal of all or a portion of the Site Improvements, Owner shall remove such Site Improvements at its sole cost and expense within five (5) business days of receipt of a request to do so from the District. If Owner does not remove the Site Improvements within the 5-day period after receiving a request from the District to do so, or if there is an emergency requiring the District to immediately remove the Site Improvements to repair or reconstruct the District Facilities, then Owner shall pay the District all costs incurred for the removal of the Site Improvements within thirty (30) days of receipt from the District of a list of itemized costs incurred. Upon completion of District Operations, the District will restore the Property to the condition it was in before the District performed such operations except that the District will not be under any obligation to replace the Site Improvements. Additionally, the District will not be responsible for any repairs to the Site Improvements due to settling and/or cracking. If Site Improvements are removed by the District in order to access the District Facilities or perform District Operations, Owner shall have the right to replace the Site Improvements at its sole cost and expense.

6. Owner and District agree that the obligations under this Agreement shall be continuing and irrevocable. No modification or waiver of any provision of this Agreement shall be binding upon the Parties unless such modification or waiver shall be in writing and signed by an authorized officer of each Party.

7. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

8. No failure on the part of one of the Parties to pursue any remedy under this Agreement shall constitute a waiver on the part of the Party of its right to pursue such remedy on the basis of the same or a subsequent breach.

9. If either Party is required to utilize the services of an attorney in order to enforce this Agreement, the non-prevailing party will pay any attorney's fees and costs incurred by the prevailing Party.

10. This Agreement shall run with the Property as both a covenant and an equitable servitude and is binding on Owner's heirs, successors in interest and assigns. It shall be recorded with the Napa County Recorder.

11. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

12. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or deposited in the U.S. mail,

first class and postage prepaid, addressed to the parties at their respective addresses as listed below.

If to Owner: NAPA VALLEY TRANSPORTATION AUTHORITY
625 BURNELL ST
NAPA, CA 94558

If to District: Napa Sanitation District
1515 Soscol Ferry Road
Napa, CA 94558

Notice shall be deemed duly given upon personal delivery or, if mailed, two days after mailing. The foregoing addresses may be changed by notice given as provided in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OWNER: NAPA VALLEY TRANSPORTATION AUTHORITY, a
Public Agency

By: _____
CATHERINE MILLER
Executive Director

ATTEST:

By _____
LAURA SANDERLIN
NVTB Board Secretary

APPROVED AS TO FORM:

By _____
DEEANNE GILLICK
Sloan Sakai Yeung & Wong

NVTA General Counsel

NAPA SANITATION DISTRICT:

Napa Sanitation District, a California Special District

By: _____
Scott Sedgley
Chair, Board of Directors

ATTEST:

By: _____
Cheryl Schuh
Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
John Bakker
District Legal Counsel

Exhibit A

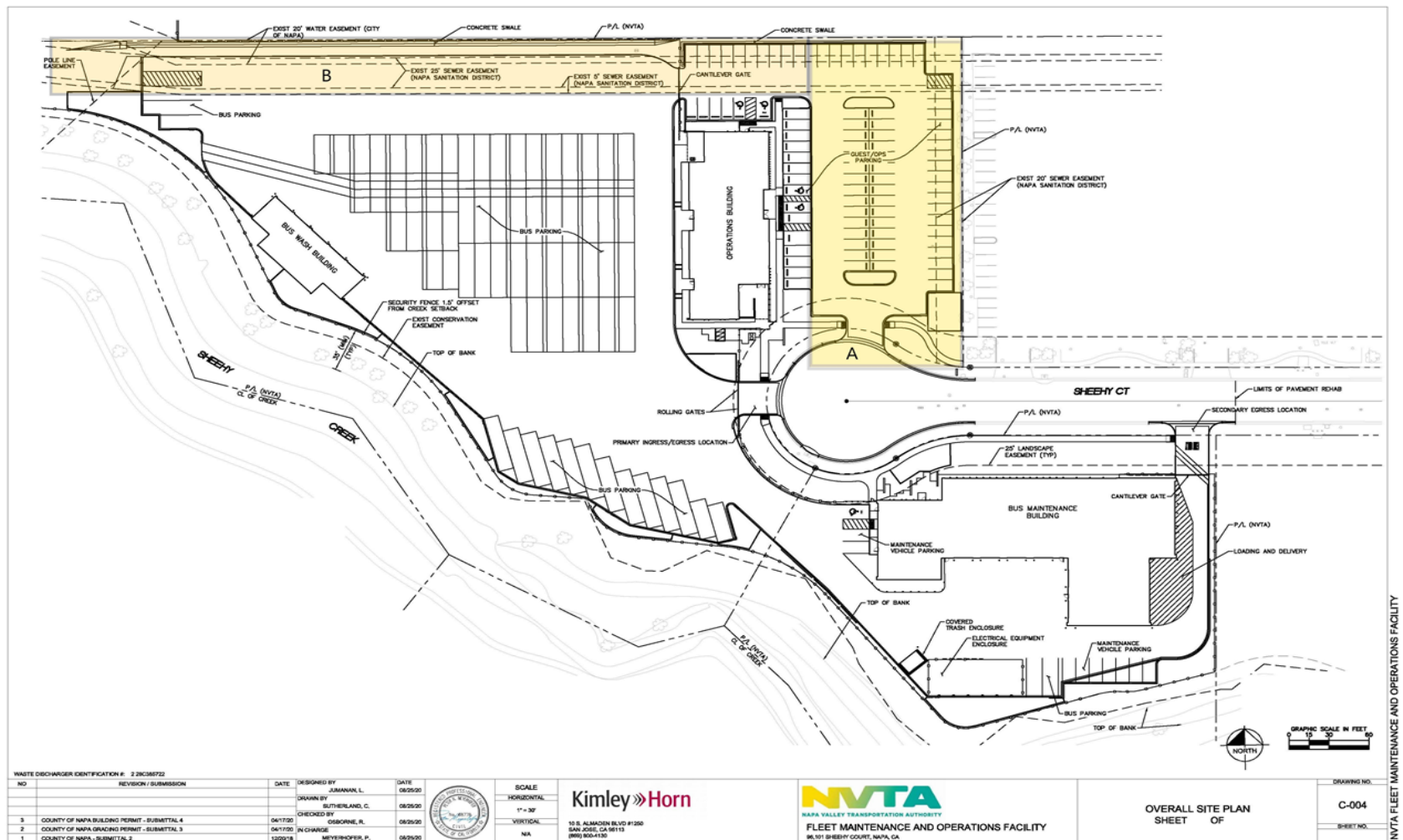
The land referred to herein below is situated in the City of Napa, County of Napa, State of California and is described as follows:

Lot 25, as shown on the Map entitled "County Assessor's Parcel Map – PTN. Sec. 1 & 2 T.4N., R.4W., M.D.B.&M.," filed in the Napa County Records.

APN 057-250-025



Exhibit B



RESOLUTION NO. 21-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY
TO APPROVE THE ACCESS AND INDEMNIFICATION AGREEMENT
FOR NAPA VALLEY TRANSPORTATION AUTHORITY MAINTENANCE FACILITY
PROJECT (APN: 057-250-025-000)**

WHEREAS, the real property interest which is subject of this resolution is located West of Devlin Rd at the end of Sheehy Ct, Napa County Assessor's Parcel Numbers of 057-250-025; and

WHEREAS, Napa Sanitation District has existing public utility easement on a portion of the Property; and

WHEREAS, the Board of Directors of the Napa Valley Transportation Authority desires to allow the Napa Sanitation District continued access to the existing public utility easement for the purpose of construction, access, operation, inspection, maintenance, replacement and repair of a sanitary sewer pipeline, and other related facilities; and

WHEREAS, the Board of Directors of the Napa Valley Transportation Authority finds and determines that the access easement for the Maintenance Facility Project, described and depicted in the Access and Indemnification Agreement attached to the staff report, is acceptable for recordation.

NOW, THEREFORE, by the Board of Directors of the Napa Valley Transportation Authority as follows:

1. The Access and Indemnification Agreement is approved.
2. The Executive Director or designee shall execute said Access and Indemnification Agreement.
3. The Executive Director or designee is hereby directed to execute said Certificate of Acceptance.
4. The Executive Director or designee shall cause the Access and Indemnification Agreement with the executed Certificate of Acceptance to be recorded in the Clerk-Recorder of Napa County.

Passed and Adopted the 21st day of April, 2021.

Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTB Board Secretary

APPROVED:

DeeAnne Gillick, NVTB Legal Counsel

CERTIFICATE OF ACCEPTANCE

Recorded Document Title
(APN _____)

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property granted by the [name of document to be recorded] from [name of grantor], to the Napa Valley Transportation Authority, a Joint Powers Agency of the State of California, is hereby accepted by the Napa Valley Transportation Authority Board of Directors on [insert date of approval] pursuant to Resolution [number of resolution approving acceptance or purchase or property] and the Grantee consents to the recordation thereof by its duly authorized officer.

Date: _____

CATHERINE MILLER
Executive Director

ACKNOWLEDGMENT

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, _____, personally appeared _____, who proved to me on the basis of satisfactory(ies) 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(s) the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment 6 to the Napa Valley Transportation Authority (NVTA) Agreement No. NVTA 12-08 for the Position of Executive Director

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Amendment 6 to the NVTA Agreement No. NVTA 12-08 (Attachment 1).

EXECUTIVE SUMMARY

In June 2012, the Napa Valley Transportation Authority executed the above-referenced Agreement with Catherine Miller, Executive Director outlining the terms and conditions of her employment with NVTA. The Executive Director's employee performance evaluation began in January 2020 and included closed session discussions in both 2020 and 2021. The evaluation process is complete, and the parties desire to amend the agreement to adjust employee salary to \$219,128.70 effective January 1, 2020, and to \$230,085.14 effective January 1, 2021.

FISCAL IMPACT

Is there a Fiscal Impact? Yes, the contract will result in an increase to the NVTA budget of \$21,391.14 annually.



April 21, 2021
NVRTA Agenda Item 9.1

Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVRTA Board of Directors
FROM: Laura Sanderlin, Office Manager/Board Secretary
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary (707) 259-8633 /
Email: lsanderlin@nvta.ca.gov
SUBJECT: Amendment 6 to the Napa Valley Transportation Authority (NVRTA)
Agreement No. NVRTA 12-08 for the Position of Executive Director

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Amendment 6 to the NVRTA Agreement No. NVRTA 12-08 (Attachment 1).

COMMITTEE RECOMMENDATION

None

BACKGROUND

In June 2012, the Napa Valley Transportation Authority executed the above-referenced Agreement (Attachment 1) with Catherine Miller, Executive Director outlining the terms and conditions of her employment with NVRTA. In April 2014, the Napa Valley Transportation Authority approved Amendment 1 to the Agreement. In July 2015, the Napa Valley Transportation Authority approved Amendment 2 to the Agreement. In June 2016, the Napa Valley Transportation Authority approved Amendment 3 to the Agreement. In November 2017, the Napa Valley Transportation Authority approved Amendment 4 to the Agreement. In June 2019, the Napa Valley Transportation Authority approved Amendment 5 to the Agreement.

The Executive Directors performance evaluation included a number of closed sessions between January 2020 and March of 2021. The evaluation process is now complete and the Chair is recommending salary increases as stated below. All other existing employment provisions and employee benefits would remain unchanged. Amendment 6 to Contract NVRTA 12-08 will amend the contract's compensation section as follows:

January 1, 2020 – the Executive Director's salary will be adjusted to \$219,128.70
January 1, 2021 – the Executive Director's salary will be adjusted to \$230,085.14

ALTERNATIVES

The Board could decide not to approve Amendment 6 to the NVTA Agreement No. NVTA 12-08 and the current Agreement would remain in place.

ATTACHMENT(S)

Attachment: (1) Draft Amendment 6 to Napa Valley Transportation Authority (NVTA)
Agreement No. NVTA 12-08

**AMENDMENT NO. 6 TO
NAPA VALLEY TRANSPORTATION AUTHORITY (NVT A)
AGREEMENT NO. NVT A 12-08**

This amendment Number 6 (“Amendment”) to Agreement No. NCTPA (now NVT A) 12-08 is made and entered into by Napa Valley Transportation Authority (“NVT A”), a joint powers agency organized under the laws of the State of California, and Catherine Miller (“Employee”) effective as of the last date of execution of this amendment as shown below.

RECITALS

WHEREAS, On June 18, 2012, NVT A executed the above-referenced Agreement 12-08 with Employee for the position of Executive Director; and

WHEREAS, the Parties amended Agreement 12-08 on April 16, 2014; and

WHEREAS, the Parties amended Agreement 12-08 on July 15, 2015; and

WHEREAS, the Parties amended Agreement 12-08 on June 16, 2016; and

WHEREAS, the Parties amended Agreement 12-08 on November 11, 2017; and

WHEREAS, the Parties amended Agreement 12-08 on June 12, 2019 (Agreement 12-08 together with its amendments are collectively referred to hereinafter as the “Agreement”); and

WHEREAS, the parties initiated the Employee performance evaluation in January 2020 and have held closed session meetings throughout 2020 and 2021; and

WHEREAS, the performance evaluation was extended to provide a 360 evaluation process; and

WHEREAS, based in part on the results of the 360 evaluation, the Parties desire to amend the Agreement relating to various compensation matters:

TERMS

NOW, THEREFORE, the Parties amend the Agreement as set forth below:

1. Section 3.1 is amended to read in its entirety as follows:

3.1 Salary. Employer agrees to pay Employee a base salary of \$219,148.80 (\$105.36 per hour) effective January 1, 2020, payable retroactively to Employee for the period from January 1, 2020 through December 31, 2020. Employee shall receive a single lump sum payment of the additional compensation amount owed to Employee for that period of time, to be paid no later than four (4) weeks after execution of this Amendment. Employer also agrees to pay Employee a salary of \$230,085.14 annually (the “Base

Salary”) effective January 1, 2021, payable prospectively in equal installments at the same time as other Employees of the Employer are paid. As to the retroactive additional compensation to be paid to Employee for the period from January 1, 2021 through the effective date of this Amendment. Employee shall receive a single lump sum payment of the additional compensation amount owed to Employee for that period of time, to be paid no later than four (4) weeks after execution of this Amendment.

2. The Parties agree that all other terms and conditions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties to the Agreement have caused this Amendment to Agreement to be duly executed on their behalf by their authorized representatives.

Dated: _____

By _____
CATHERINE (KATE) MILLER
“EMPLOYEE”

Dated: _____

NAPA VALLEY TRANSPORTATION AUTHORITY,
a joint powers agency

By _____
ALFREDO PEDROZA
Chairman of the Board of the Directors, “NVTA”

Attest:

Laura M. Sanderlin, NVTA Board Secretary

Approved as to Form:

DeeAnne Gillick, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Napa Valley Transportation Authority's (NVRTA) Preliminary Financial Statements for Fiscal Year (FY) 2020-21 Quarter 2 (Q2) Review and Delegated Authority Matrix

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive the financial performance compared to budget for the second quarter (Q2) of FY 2020-21.

EXECUTIVE SUMMARY

This report provides NVRTA's second quarter review for the current year of its financial position and delegated authority contracts signed thus far in the fiscal year. Attachment 1 includes detailed financial information for the second quarter of the current fiscal year assessing the agency's performance to budget.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Roxanna Moradi, Senior Financial Analyst
(707) 259-8781 / Email: rmoradi@nvta.ca.gov
SUBJECT: Napa Valley Transportation Authority's (NVRTA) FY 2020-21 Quarter 2 (Q2) Review and Delegated Authority Matrix

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive the FY 2020-21 Quarter 2 (Q2) and Delegated Authority Matrix.

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVRTA's financial records are composed of three (3) funds; the Planning Fund also known as the Congestion Management Agency (CMA) or the General Fund, the Transit Fund, and a fiduciary fund - the Transportation for Clean Air (TFCA), which are pass-through funds and do not contribute to the agency financial performance and is included for informational purposes only. Attachment 1 summarizes the financial performance and includes detailed financial information assessing the agency's performance to budget for the second quarter of the current fiscal year. A financial five-year forecast usually accompanies this report, but staff is postponing the financial forecast until more is known about how the Metropolitan Transportation Commission intends to distribute the American Recovery Act (ARA) stimulus funds and Vine Transit operational structure and associated costs become more clear.

FINANCIAL PERFORMANCE – Q2 FY 2020-21

Congestion Management Agency - Budget vs. Actuals

The General Fund or Planning Fund (CMA) recognized \$2,248,237 in revenues for the quarter. Fiscal year-to-date, the CMA has recognized approximately 14% of its total budgeted revenues. The main sources of revenue were for Soscol Junction reimbursements from Caltrans, Federal Highway Administration CMA grant reimbursements, and Transportation Development Act (TDA) disbursements. Other revenues are salary charge backs to the Public Transit fund, County payment for County Emergency Operations Center (EOC) transportation services, interest, and refunds. Recognized revenues are also trending below budget due to the delay inherent in funding that is paid on a reimbursement basis. Uncollected revenues are for the Vine Trail and Soscol Junction. This is a timing issue, and the revenues will be carried over and recognized next fiscal year.

Planning fund expenses totaled \$2,308,166 for Q2. Fiscal year-to-date, approximately 12% of the fiscal year budget has been expended. Personnel costs were \$566,945 for Q2 and 38% of salaries and benefits have been expended to date. The salaries and benefits expenses are trending below budget due to the way paid leave is accounted for during the year in addition to a few periods when one position was vacant.

Agency administration and consulting services accounted for \$1,741,221 in expenses. By the end of the quarter 8% of the administration and consulting budget was expended. Most of the consultant costs were related to the Vine Trail project, Soscol Junction, and the Vine Bus Maintenance Facility project. Administration expenses included audit expenses, software licenses, and building maintenance costs. The low expenditure rate for administrative and consulting expenses is due to the fact NVTa front loads the planning budget in the first year of the biennial budget as it is difficult to predict the timing of expenses for projects. Any funds remaining in the consulting services budget will be carried over through NVTa's budget amendment process at the beginning of Fiscal Year 2021-2022.

Public Transit (Transit Fund) - Budget vs. Actuals

Transit operating revenues were \$1,943,665 for the quarter. The fund has received a about half of the annual Transportation Development Act (TDA) operating allocation for the fiscal year, and the amount received in Q2, over \$1 million, was significantly higher than that received in Q1 as fare collection resumed on September 13, 2020. Jurisdiction farebox contributions for quarters 1 and 2 were also recognized, totaling \$68,250. The remainder of CARES Act funds were recognized in Q1. In Q2, Regional Measure 2 funds were fully exhausted in the amount of \$300,612. There is a slight delay in receipt of State Transit Assistance, but \$374,500 was received in Q2. Through the second quarter, transit operating revenues are 72% of budget.

Overall, operating expenses in the Public Transit fund totaled \$3,046,847. The primary expense categories were purchased transportation at \$2,691,275 and fuel at \$223,191. Total public transit expenditures to date amount to 37% of the fiscal year budget. The

biggest budgeted expense is purchased transportation, for transit operations, representing roughly 80% of the budget. Currently, it is 40% expensed. The second highest budgeted expense is fuel, which at the end of the second quarter is at 29% of budget. During the second quarter, there was significant maintenance needs on vehicles and equipment, and these categories are over 50% expensed. The actuals for the transit system reflects the continued reduction in service hours as Vine continues to operate on an on-demand model.

Capital Purchases

In the second quarter, NVTa did not make any capital purchases.

LTF-TDA Outlook

New to this informational memo is a Local Transportation Fund (LTF) TDA Outlook. NVTa regularly participates in sales tax meetings with HdL Companies to obtain sales tax projections for planning purposes for TDA as well as for Measure T. Compared to Q2 FY 2020, Q2 FY 2021 sales tax was down by 9.8%. However, Q2 FY 2021 actuals came in better than the projection. Looking forward, TDA may be affected by some changes in how big retailers are reporting their sales taxes. One source of the LTF TDA is a 0.25% distribution of the Bradley-Burns tax, which is a 1.25% statewide tax on retail sales of goods within the State of California. Retail businesses typically allocate Bradley-Burns tax based on the point-of-sale; however, the point-of-sale for sales made online may be identified as a distribution center or warehouse according to the retailer's business structure. NVTa has been informed that one major online retailer may have made changes that would result in more fulfillment center point-of-sales rather than the traditional, customer-location-based point-of-sale. This is concerning as online sales have significantly increased during the COVID-19 pandemic. The effect on TDA revenues is not known at this time. This is an issue that staff is monitoring and will continue to keep the Board apprised.

Executive Director Delegated Authority

The Board authorizes the Executive Director up to \$49,999 in delegated authority for any single purchase and up to \$175,000 for construction expenses. Staff provides quarterly updates on delegated authority expenses over \$5,000. Table 1 presents delegated authority expenditures.

Table 1: Delegated Authority Matrix for FY 20-21.

QUARTERLY DELEGATED AUTHORITY SMALL CLAIMS REPORT (\$5K > 50K)					FY 20-21 NVTA			
CON	NO.	VENDOR	DESCRIPTION	QTR 1 JUL-SEP	QTR 2 OCT-DEC	QTR 3 JAN-MAR	QTR 4 APR-JUN	TOTAL \$
	20-13	NWC PARTNERS	FINANCIAL ANALYSIS & MODELING	\$ 39,371				\$ 39,371
	20-15	UTA	APC SUPPORT SVCS	\$ 45,976				\$ 45,976
	20-17	STA	SOLANO NAPA ACTIVITY BASED MODEL	\$ 36,000				\$ 36,000
	PO2020-11	MAGNETIC TICKET	BUS FARE MEDIA	\$ 14,500				\$ 14,500
	PO2020-13	DOUBLEMAP	(6) MOBILE PADS & SUBSCRIPTION	\$ 5,891				\$ 5,891
	AP	MOODY'S INVESTORS	SUBSCRIPTION; PREP TIFIA & BANK LOANS	\$ 23,250		\$ 26,500		\$ 49,750
	AP	UNIVERSAL BUILDING	SGTC EXTERIOR PRESSURE WASH	\$ 7,425				\$ 7,425
	PO2020-15	ONE WAY MEDIA	BOARD RM AV EQUIPMENT UPGRADE		\$ 9,629			\$ 9,629
	PO2020-22	WINEDOWN MEDIA	AUDIO & DIGITAL MEDIA ANNOUNCE		\$ 20,000			\$ 20,000
	PO2020-23	GRANICUS	SOFTWARE & SUPPORT SERVICES		\$ 45,573			\$ 45,573
	PO2020-24	CHARGEPOINT	CHARGING STATIONS (2) REDWOOD P&R			\$ 23,282		\$ 23,282
	PO2120-03	NAPA ELECTRIC	CHARGING STATION INSTALLATION			\$ 7,765		\$ 7,765
	AP	NAPA ELECTRIC	REPAIR/REPLACE POLE LIGHTS IN BUS BAYS			\$ 17,475		\$ 17,475
	PO2120-04	DOUBLEMAP	FIXED ROUTE DATA ANALYSIS			\$ 12,000		\$ 12,000
	21-08	MGT CONSULTING	COST ALLOCATION PLAN & INDIRECT COST RATE			\$ 11,780		\$ 11,780
			TOTAL	\$ 172,413	\$ 75,202	\$ 98,802	\$ -	\$ 346,417

ALTERNATIVES

None

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The quarterly financial update is a way to monitor agency activities and evaluate consistency with the annual budget in order to give the public confidence about the agencies fiduciary responsibilities.

ATTACHMENT

(1) FY 2020-21 Q2 Financial Statements

Consolidated			Budget		Adj. Budget vs.											
		Adopted Budget	Adjustments	Adjusted Budget	Quarter End Q1 FY20-21	Quarter End Q2 FY20-21	Quarter End Q3 FY20-21	Quarter End Q4 FY20-21	FYE 20-21	Actuals	Check	Quarter End Q1 FY21-22	Quarter End Q2 FY21-22	Quarter End Q3 FY21-22	Quarter End Q4 FY21-22	
Revenues- Operations					Actuals	Actuals	Budget	Budget	Forecast			Budget	Budget	Budget	Budget	
41400	Sales and Use Tax	1,746,100	-	1,746,100	1,090,173	1,342,620	1,100,000	1,816,207	5,349,000	(3,602,900)	3,602,900	1,337,250	1,337,250	1,337,250	1,337,250	
41410	Sales and Use Tax - Capital	3,602,900	-	3,602,900	-	-	-	-	-	3,602,900	(3,602,900)	-	-	-	-	
43790	State-Other Funding	8,997,000	-	8,997,000	-	1,797,687	1,797,687	2,000,000	5,595,374	3,401,626	(3,401,626)	467,500	467,500	467,500	9,464,500	
43890	Federal-Other Funding	8,806,200	-	8,806,200	4,464,367	399,431	280,000	1,400,000	6,543,798	2,262,402	(2,262,402)	1,734,050	1,734,050	1,734,050	4,845,250	
43950	Other-Governmental Agencies	4,490,200	-	4,490,200	-	307,191	6,579	1,365,842	1,679,612	2,810,588	(2,810,588)	1,442,975	63,975	63,975	63,975	
45100	Interest	275,900	-	275,900	26,304	23,036	21,449	92,237	183,663	(183,663)	-	17,600	17,600	17,600	17,600	
46800	Charges for Services	1,544,700	-	1,544,700	12,538	169,807	140,692	1,664,959	1,987,996	(443,296)	443,296	500,500	500,500	500,500	500,500	
46810	Charges for Services-Amcan	507,700	-	507,700	-	18,000	9,000	9,000	36,000	471,700	(471,700)	18,075	18,075	18,075	18,075	
46820	Charges for Service-Yountville	72,300	-	72,300	-	15,250	7,625	7,625	30,500	41,800	(41,800)	7,625	7,625	7,625	7,625	
46825	Charges for Services-St Helena	30,500	-	30,500	-	15,000	7,500	7,500	30,000	500	(500)	7,500	7,500	7,500	7,500	
46830	Charges for Services-Calistoga	30,000	-	30,000	-	20,000	12,500	15,000	47,500	(17,500)	17,500	16,250	16,250	16,250	16,250	
49900	Intrafund Revenue	200,000	-	200,000	-	83,880	83,880	32,240	200,000	-	-	50,000	50,000	50,000	50,000	
Total Revenues		30,368,500	-	30,368,500	5,593,382	4,191,902	3,466,912	8,339,822	21,592,017	8,776,483	(8,711,483)	5,599,325	4,220,325	4,220,325	16,328,525	
Expenses- Operations																
51100	Salaries and Wages	1,770,900	-	1,770,900	298,461	446,260	446,260	579,919	1,770,900	-	-	442,725	442,725	442,725	442,725	
51110	Extra Help	200,000	-	200,000	-	-	-	200,000	200,000	-	-	50,000	50,000	50,000	50,000	
51200	401A Employer Contribution	24,500	-	24,500	784	2,036	7,000	14,680	24,500	-	-	6,125	6,125	6,125	6,125	
51205	Cell Phone Allowance	9,000	-	9,000	1,248	1,535	1,535	4,682	9,000	-	-	2,250	2,250	2,250	2,250	
51300	Medicare	42,300	-	42,300	4,246	6,345	6,345	25,364	42,300	-	-	10,575	10,575	10,575	10,575	
51400	Employee Insurance-Premiums	322,000	-	322,000	69,858	70,386	70,386	111,370	322,000	-	-	80,500	80,500	80,500	80,500	
51405	Workers Compensation	7,900	-	7,900	-	-	-	7,900	7,900	-	-	1,975	1,975	1,975	1,975	
51410	Unemployment Compensation	50,900	-	50,900	-	252	252	50,396	50,900	-	-	12,725	12,725	12,725	12,725	
51600	Retirement	151,800	-	151,800	65,579	40,131	36,357	47,543	189,610	(37,810)	37,810	37,950	37,950	37,950	37,950	
51605	Other Post Employment Benefits	39,000	-	39,000	-	-	-	39,000	39,000	-	-	9,750	9,750	9,750	9,750	
51990	Other Employee Benefits	3,700	-	3,700	-	-	-	3,700	3,700	-	-	925	925	925	925	
Total for: Salaries and Benefits		2,622,000	-	2,622,000	440,175	566,945	568,135	1,084,555	2,659,810	(37,810)	37,810	655,500	655,500	655,500	655,500	
52100	Administration Services	5,000	-	5,000	198	250	400	4,152	5,000	-	-	1,250	1,250	1,250	1,250	
52125	Accounting/Auditing Services	86,900	-	86,900	5,311	53,181	4,380	21,960	84,832	2,068	(2,068)	21,725	21,725	21,725	21,725	
52130	Information Technology Service	145,000	-	145,000	31,220	31,218	53,106	101,879	217,423	(72,423)	72,423	36,250	36,250	36,250	36,250	
52140	Legal Services	58,000	-	58,000	5,908	23,464	41,000	3,000	73,372	(15,372)	15,372	14,500	14,500	14,500	14,500	
52131	ITS-Communication Services	25,000	-	25,000	5,697	5,697	8,000	-	19,393	5,607	(5,607)	6,250	6,250	6,250	6,250	
52150	Temporary/Contract Help	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
52310	Consulting Services	17,357,200	-	17,357,200	41,538	1,384,838	1,000,000	14,930,824	17,357,200	-	-	4,339,300	4,339,300	4,339,300	4,339,300	
52325	Waste Disposal Services	18,900	-	18,900	1,849	-	-	3,529	5,378	13,522	(13,522)	4,725	4,725	4,725	4,725	
52335	Security Services	8,000	-	8,000	-	-	-	8,000	8,000	-	-	2,000	2,000	2,000	2,000	
52340	Landscaping Services	7,500	-	7,500	-	1,700	4,000	1,800	7,500	-	-	1,875	1,875	1,875	1,875	
52490	Other Professional Services	8,417,100	-	8,417,100	664,186	2,697,666	2,090,000	2,400,000	7,851,852	565,248	(565,248)	2,104,275	2,104,275	2,104,275	2,104,275	
52500	Maintenance-Equipment	140,000	-	140,000	46,392	18,530	18,445	33,110	116,477	23,523	(23,523)	35,000	35,000	35,000	35,000	
52505	Maintenance-Buildings/Improvem	100,000	-	100,000	12,979	51,145	31,399	1,399	96,922	3,078	(3,078)	25,000	25,000	25,000	25,000	
52510	Maintenance-B&I-PW Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
52515	Maintenance-Software	115,500	-	115,500	10,293	100,815	13,000	5,000	129,108	(13,608)	13,608	28,875	28,875	28,875	28,875	
52520	Maintenance-Vehicles	67,000	-	67,000	660	62,844	48,304	38,304	150,112	(83,112)	83,112	16,750	16,750	16,750	16,750	
52600	Rents and Leases - Equipment	7,000	-	7,000	1,387	1,492	1,492	2,628	7,000	-	-	1,750	1,750	1,750	1,750	
52605	Rents and Leases - Bldg/Land	8,000	-	8,000	-	-	-	8,000	8,000	-	-	2,000	2,000	2,000	2,000	
52705	Insurance - Premiums	466,500	-	466,500	1,814	2,298	66,000	406,500	476,612	(10,112)	10,112	116,625	116,625	116,625	116,625	
52800	Communications/Telephone	89,500	-	89,500	3,349	1,561	4,402	15,338	24,651	64,849	(64,849)	6,750	6,750	6,750	6,750	
52810	Advertising/Marketing	52,000	-	52,000	3,907	3,907	5,362	44,276	53,545	(1,545)	1,545	28,625	28,625	28,625	28,625	
52820	Printing & Binding	15,000	-	15,000	725	15,266	1,000	-	16,990	(1,990)	1,990	9,250	9,250	9,250	9,250	
52825	Bank Charges	37,000	-	37,000	279	335	335	15,326	16,275	20,725	(20,725)	3,750	3,750	3,750	3,750	
52830	Publications & Legal Notices	8,000	-	8,000	3,953	2,907	2,907	-	9,767	(1,767)	1,767	2,000	2,000	2,000	2,000	
52900	Training/Conference Expenses	25,000	-	25,000	755	2,925	2,925	18,395	25,000	-	-	6,250	6,250	6,250	6,250	
52905	Business Travel/Mileage	15,000	-	15,000	128	-	-	14,872	15,000	-	-	3,750	3,750	3,750	3,750	
53100	Office Supplies	25,000	-	25,000	6,273	59,579	25,000	-	90,852	(65,852)	65,852	6,250	6,250	6,250	6,250	
53110	Freight/Postage	3,000	-	3,000	341	(1)	(1)	2,662	3,000	-	-	750	750	750	750	
53115	Books/Media/Periodicals/Subscr	6,000	-	6,000	3,129	-	2,871	-	6,000	-	-	1,500	1,500	1,500	1,500	
53120	Memberships/Certifications	50,000	-	50,000	9,268	25,255	5,000	-	39,523	10,477	(10,477)	12,500	12,500	12,500	12,500	
53205	Utilities - Electric	31,000	-	31,000	1,603	18,714	18,714	-	39,032	(8,032)	8,032	7,750	7,750	7,750	7,750	
53220	Utilities - Water	25,000	-	25,000	3,546	5,706	5,706	2,729	17,686	7,314	(7,314)	6,250	6,250	6,250	6,250	
53250	Fuel	1,016,800	-	1,016,800	68,791	223,191	250,000	265,963	807,944	208,856	(208,856)	254,200	254,200	254,200	254,200	
Total for: Services and Supplies		28,430,900	-	28,430,900	931,570	4,794,483	3,700,876	18,352,516	27,779,446	651,454	(651,454)	7,107,725	7,td			

Cash Flow Forecast

Total Revenues	35,951,688	5,593,382	4,566,402	3,466,912	14,297,510	27,924,205
Total Expenses	36,886,588	1,371,746	5,445,308	4,310,951	25,062,199	36,190,204
Surplus/ (Deficit) ex deprec	(934,900)	4,221,636	(878,906)	(844,039)	(10,764,690)	(8,265,999)
Beginning NVTA Cash Balances	4,221,213	20,742,672	18,640,895	17,796,856	4,221,213	
Surplus/(Deficit) from above	4,221,636	(878,906)	(844,039)	(10,764,690)	(8,265,999)	
Accounts Payable Increase/(Decrease)	1,496,312	(52,324)	-	-	1,443,988	
Accounts Receivables (Increase)/ Decrease	3,285,928	1,315,846	-	-	4,601,774	
Return of Local Transportation Funding- PT	-	(2,486,393)	-	-	(2,486,393)	
Other Financing Activities (LOC)	-	-	-	-	-	
Capital Financing	-	-	-	-	-	
Other Operating Activities	7,517,583	-	-	-	7,517,583	
Ending Cash Balance	20,742,672	18,640,895	17,796,856	7,032,166	7,032,166	
Check	7,517,583	-	-	-	-	
Beginning TDA/LTF Balance	2,647,991	4,029,179	7,644,313	9,015,674	2,647,991	
(From Fund Estimate)	-	-	-	-	-	
<i>Economic Adjustment</i>						
Quarterly Receipts	2,471,361	2,471,361	2,471,361	2,471,361	9,885,444	
Quarterly Disbursements	(1,090,173)	(1,342,620)	(1,100,000)	(4,511,864)	(8,044,657)	
Return to LTF	-	2,486,393	-	-	2,486,393	
Projection Adjustments %	0.0%	0.0%	0.0%	0.0%	0.0%	
Projection Adjustments \$	-	-	-	-	-	
Ending TDA Balances	4,029,179	7,644,313	9,015,674	6,975,171	6,975,171	

6,764,187	5,385,187	5,385,187	17,493,387
9,221,647	9,221,647	9,221,647	9,221,647
(2,457,461)	(3,836,461)	(3,836,461)	8,271,740
7,032,166	4,536,894	4,712,568	876,108
(2,457,461)	(3,836,461)	(3,836,461)	8,271,740
(440,390)	-	-	2,150,000
402,578	4,012,135	-	(4,500,000)
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
4,536,894	4,712,568	876,108	6,797,847
6,975,171	7,067,104	7,159,038	7,250,971
2,103,098	2,103,098	2,103,098	2,103,098
(2,011,164)	(2,011,164)	(2,011,164)	(2,011,164)
-	-	-	-
0%	0%	0%	0%
-	-	-	-
7,067,104	7,159,038	7,250,971	7,342,904

CMA- GENERAL FUND

Revenues- Operations

	Adopted Budget	Budget Adjustments	Adjusted Budget	Quarter End Q1 FY20-21 Actuals	Quarter End Q2 FY20- 21 Actuals	Quarter End Q3 FY20-21 Forecast	Quarter End Q4 FY20- 21 Forecast	FYE 20-21 Budget	Adj. Budget vs. Actuals
41400 Sales and Use Tax	1,746,100	-	1,746,100	195,196	281,293	500,000	769,611	1,746,100	-
41410 Sales and Use Tax - Capital	-	-	-	-	-	-	-	-	-
43790 State-Other Funding	8,997,000	-	8,997,000	-	1,423,187	1,423,187	1,500,000	4,346,374	4,650,626
43890 Federal	6,936,200	-	6,936,200	396,603	399,431	280,000	1,000,000	2,076,034	4,860,166
43950 Other-Governmental Agencies	1,379,000	-	1,379,000	-	6,579	6,579	1,365,842	1,379,000	-
45100 Interest	20,000	-	20,000	8,609	3,175	1,588	1,588	14,959	5,041
46800 Charges for Services	1,494,300	-	1,494,300	371	50,692	50,692	1,392,545	1,494,300	-
47900 Miscellaneous	-	-	-	-	-	-	-	-	-
49900 Intrafund Revenue	200,000	-	200,000	-	83,880	83,880	32,240	200,000	-
Total Revenues	20,772,600	-	20,772,600	600,779	2,248,237	2,345,926	6,061,826	11,256,767	

Expenses- Operations

51100 Salaries and Wages	1,770,900	-	1,770,900	298,461	446,260	446,260	579,919	1,770,900	-
51110 Extra Help	200,000	-	200,000	-	-	-	200,000	200,000	-
51200 401A Employer Contribution	24,500	-	24,500	784	2,036	7,000	14,680	24,500	-
51205 Cell Phone Allowance	9,000	-	9,000	1,248	1,535	1,535	4,682	9,000	-
51300 Medicare	42,300	-	42,300	4,246	6,345	6,345	25,364	42,300	-
51400 Employee Insurance-Premiums	322,000	-	322,000	69,858	70,386	70,386	111,370	322,000	-
51405 Workers Compensation	7,900	-	7,900	-	-	-	7,900	7,900	-
51410 Unemployment Compensation	50,900	-	50,900	-	252	252	50,396	50,900	-
51600 Retirement	151,800	-	151,800	65,579	40,131	36,357	47,543	189,610	(37,810)
51605 Other Post Employment Benefits	39,000	-	39,000	-	-	-	39,000	39,000	-
51990 Other Employee Benefits	3,700	-	3,700	-	-	-	3,700	3,700	-
Total for: Salaries and Benefits	2,622,000	-	2,622,000	440,175	566,945	568,135	1,084,555	2,659,810	(37,810)

52100 Administration Services	5,000	-	5,000	198	250	400	4,152	5,000	-
52125 Accounting/Auditing Services	70,000	-	70,000	5,311	52,501	3,700	3,700	65,212	4,788
52130 Information Technology Service	145,000	-	145,000	31,220	13,112	35,000	65,668	145,000	-
52131 ITS-Communication Services	25,000	-	25,000	5,697	5,697	8,000	-	19,393	5,607
52140 Legal Services	55,000	-	55,000	5,908	23,464	41,000	-	70,372	(15,372)
52310 Consulting Services	17,357,200	-	17,357,200	41,538	1,384,838	1,000,000	14,930,824	17,357,200	-
52325 Waste Disposal Services	3,900	-	3,900	371	-	-	3,529	3,900	-
52340 Landscaping Services	7,500	-	7,500	-	1,700	4,000	1,800	7,500	-
52335 Security Services	8,000	-	8,000	-	-	-	8,000	8,000	-
52490 Other Professional Services					6,391	80,582	-	86,973	
52500 Maintenance-Equipment	25,000	-	25,000	-	3,445	3,445	18,110	25,000	-
52505 Maintenance-Buildings/Improvem	75,000	-	75,000	12,734	49,746	30,000	-	92,480	(17,480)
52515 Maintenance-Software	50,000	-	50,000	3,500	49,315	8,000	-	60,815	(10,815)
52520 Maintenance-Vehicles	2,000	-	2,000	660	24,541	10,000	-	35,201	(33,201)
52600 Rents and Leases - Equipment	7,000	-	7,000	1,387	1,492	1,492	2,628	7,000	-
52705 Insurance - Premiums	60,000	-	60,000	1,814	2,298	66,000	-	70,112	(10,112)
52800 Communications/Telephone	15,000	-	15,000	1,357	902	902	11,838	15,000	-
52810 Advertising/Marketing	40,000	-	40,000	-	362	362	39,276	40,000	-
52820 Printing & Binding	15,000	-	15,000	660	15,266	1,000	-	16,926	(1,926)
52825 Bank Charges	15,000	-	15,000	9	-	-	14,991	15,000	-
52830 Publications & Legal Notices	8,000	-	8,000	3,259	2,907	2,907	-	9,074	(1,074)
52900 Training/Conference Expenses	25,000	-	25,000	755	2,925	2,925	18,395	25,000	-
52905 Business Travel/Mileage	15,000	-	15,000	128	-	-	14,872	15,000	-
53100 Office Supplies	25,000	-	25,000	6,273	59,579	25,000	-	90,852	(65,852)
53110 Freight/Postage	3,000	-	3,000	341	(1)	(1)	2,662	3,000	-
53115 Books/Media/Periodicals/Subscr	6,000	-	6,000	3,129	-	-	2,871	6,000	-
53120 Memberships/Certifications	50,000	-	50,000	9,268	25,255	5,000	-	39,523	10,477
53205 Utilities - Electric	25,000	-	25,000	1,171	18,714	18,714	-	38,600	(13,600)
53220 Utilities - Water	12,000	-	12,000	2,251	2,977	2,977	-	8,204	3,796
53250 Fuel	1,000	-	1,000	46 37	-	-	963	1,000	-
Total for: Services and Supplies	18,150,600	-	18,150,600	138,977	1,747,676	1,351,405	15,144,278	18,382,336	(231,736)

54315	Interest on Debt	-	-	-	-	-	-	-	-	APRIL 21, 2021	-
	Total for: Other Expenses	-	-	-	-	-	-	-	-		-
	Total Expenditures	20,772,600	-	20,772,600	579,152	2,314,621	1,919,540	16,228,833	21,042,146		(269,546)
	Net Surplus (Deficit)	-	-	-	21,627	(66,384)	426,385	(10,167,007)	(9,785,379)	ATTACHMENT	9,785,379
54600	Depreciation Expense	-	-	-	-	-	-	-	-		-

Cash Flow Forecast

Total Revenues	20,772,600	600,779	2,248,237	2,345,926	6,061,826	11,256,767
Total Expenses	20,772,600	579,152	2,314,621	1,919,540	16,228,833	21,042,146
Surplus/ (Deficit) ex deprec	-	21,627	(66,384)	426,385	(10,167,007)	(9,785,379)
Beginning Cash Balance	2,750,811	3,438,659	3,711,884	4,138,270	2,750,811	
Surplus/(Deficit) from above	21,627	(66,384)	426,385	(10,167,007)	(9,785,379)	
Accounts Payable Increase/(Decrease)	333,659	(52,324)	-	-	281,335	
Accounts Receivables (Increase)/ Decrease	332,562	391,933	-	-	724,495	
Return of Local Transportation Funding- PT	-	-	-	-	-	
Other Financing Activities (LOC)	-	-	-	-	-	
Capital Financing	-	-	-	-	-	
Other Operating Activities	-	-	-	-	-	
Ending Cash Balance	3,438,659	3,711,884	4,138,270	(6,028,738)	(6,028,738)	

PUBLIC TRANSIT FUND

Revenues- Operations

				Quarter End Q1 FY20-21	Quarter End Q2 FY20-21	Quarter End Q3 FY20-21	Quarter End Q4 FY20-21	FYE 20-21	Adj. Budget vs. Actuals
	Adopted Budget	Budget Adjustments	Adjusted Budget	Actuals	Actuals	Forecast	Forecast	FORECAST	
41400	Sales and Use Tax	3,602,900	-	894,977	1,061,327	600,000	1,046,596	3,602,900	-
43790	STA	1,870,000	-	-	374,500	374,500	500,000	1,249,000	621,000
43890	Federal-Other Funding	3,111,200	-	4,067,764	-	-	400,000	4,467,764	(1,356,564)
43950	Regional Measure 2	255,900	-	-	300,612	-	-	300,612	(44,712)
45100	Interest	50,400	-	17,695	19,861	19,861	19,861	77,278	(26,878)
46800	Charges for Services (Farebox)	507,700	-	12,167	119,115	90,000	272,414	493,696	14,004
46810	Charges for Services-Amcan	72,300	-	-	18,000	9,000	9,000	36,000	36,300
46820	Charges for Service-Yountville	30,500	-	-	15,250	7,625	7,625	30,500	-
46825	Charges for Services-St Helena	30,000	-	-	15,000	7,500	7,500	30,000	-
46830	Charges for Services-Calistoga	65,000	-	-	20,000	12,500	15,000	47,500	17,500
Total Revenues	9,595,900	-	9,595,900	4,992,603	1,943,665	1,120,986	2,277,996	10,335,250	(739,350)

Expenses

52125	Accounting/Auditing Services	16,900	-	16,900	-	680	680	18,260	19,620	(2,720)
52130	Information Technology Service	-	-	-	-	18,106	18,106	36,212	72,423	(72,423)
52140	Legal Services	3,000	-	3,000	-	-	-	3,000	3,000	-
52325	Waste Disposal Services	15,000	-	15,000	1,478	-	-	1,478	13,522	-
52335	Security Services	-	-	-	-	-	-	-	-	-
52490	Other Professional Services	8,417,100	-	8,417,100	664,186	2,691,275	2,009,418	2,400,000	7,764,879	652,221
52500	Maintenance-Equipment	115,000	-	115,000	46,392	15,085	15,000	15,000	91,477	23,523
52505	Maintenance-Buildings/Improvem	25,000	-	25,000	245	1,399	1,399	1,399	4,442	20,558
52515	Maintenance-Software	65,500	-	65,500	6,793	51,500	5,000	5,000	68,293	(2,793)
52520	Maintenance-Vehicles	65,000	-	65,000	-	38,304	38,304	38,304	114,911	(49,911)
52605	Rents and Leases - Bldg/Land	8,000	-	8,000	-	-	-	8,000	8,000	-
52705	Insurance - Premiums	406,500	-	406,500	-	-	-	406,500	406,500	-
52800	Communications/Telephone	74,500	-	74,500	1,992	659	3,500	3,500	9,651	64,849
52810	Advertising/Marketing	12,000	-	12,000	-	3,545	5,000	5,000	13,545	(1,545)
52820	Printing & Binding	-	-	-	65	-	-	-	65	(65)
52825	Bank Charges	22,000	-	22,000	270	335	335	335	1,275	20,725
52830	Publications & Legal Notices	-	-	-	693	-	-	-	693	(693)
53205	Utilities - Electric	6,000	-	6,000	432	-	-	-	432	5,568
53220	Utilities - Water	13,000	-	13,000	1,295	2,729	2,729	2,729	9,482	3,518
53250	Fuel	1,015,800	-	1,015,800	68,753	223,191	250,000	265,000	806,944	208,856
Total for: Services and Supplies	10,280,300	-	10,280,300	792,594	3,046,807	2,349,470	3,208,238	9,397,110	883,190	

54315	Interest on Debt (I-Bank)	-	-	-	-	-	-	-	-	-
57900	Intrafund Expenditures	250,500	-	250,500	-	83,880	41,940	41,940	167,760	82,740
Total for: Other Expenses	250,500	-	250,500	-	83,880	41,940	41,940	167,760	82,740	

Total Expenditures	10,530,800	-	10,530,800	792,594	3,130,687	2,391,410	3,250,178	9,564,870	965,930	
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Net Surplus (Deficit)	(934,900)	-	(934,900)	4,200,009	(1,187,022)	(1,270,424)	(972,182)	770,380		
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54600	Depreciation Expense	3,087,000	-	3,087,000	-	-	-	2,887,000	2,887,000	200,000
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Revenues- Capital

41410	Sales and Use Tax - Capital	2,695,657	-	2,695,657	-	-	-	2,695,657	2,695,657	-
43790	State-Other Funding	1,963,789	-	1,963,789	-	374,500	-	2,338,289	2,712,789.00	(749,000.00)
43890	Federal-Other Funding	923,742	-	923,742	-	-	-	923,742	923,742	-
Total Revenues	5,583,188	-	5,583,188	-	374,500	-	5,957,688	6,332,188	(749,000)	

Expenses- Capital

55100	Land	-	-	-	-	-	-	-	-	-
55200	Construction in Progress	1,075,000	-	1,075,000	-	-	-	1,075,000	1,075,000	-
55400	Equipment	4,508,188	-	4,508,188	-	-	-	4,508,188	4,508,188	-
Total for: Capital Expenses	5,583,188	-	5,583,188	-	-	-	5,583,188	5,583,188	-	

Total Expenditures	5,583,188	-	5,583,188	-	-	-	5,583,188	5,583,188	-	
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Net Surplus (Deficit)	-	-	-	-	374,500	-	374,500	749,000
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Cash Flow Forecast

Total Revenues	15,179,088	4,992,603	2,318,165	1,120,986	8,235,684	16,667,438
Total Expenses	16,113,988	792,594	3,130,687	2,391,410	8,833,366	15,148,055
Surplus/ (Deficit) ex deprec	(934,900)	4,200,009	(812,522)	(1,270,424)	(597,682)	1,519,380
Beginning Cash Balance	1,470,402	8,920,965	6,545,963	6,545,963	6,545,963	1,470,402
Surplus/(Deficit) from above	4,200,009	(812,522)	-	-	-	1,519,380
Accounts Payable Increase/(Decrease)	1,162,653	-	-	-	-	1,162,653
Accounts Receivables (Increase)/ Decrease	2,953,366	923,913	-	-	-	3,877,279
Return of Local Transportation Funding- PT	-	(2,486,393)	-	-	-	(2,486,393)
Bank of Marin LOC	-	-	-	-	-	-
Capital Financing	-	-	-	-	-	-
Other Operating Activities	(865,465)	-	-	-	-	(865,465)
Ending Cash Poisition	8,920,965	6,545,963	6,545,963	6,545,963	6,545,963	4,677,856

AGENDA I



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

First Amendment to Napa Valley Transportation Authority (NVTA) Agreement No. 20-18 with Nossaman, LLC for TIFIA Legal Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications to the First Amendment of NVTA Agreement No. 20-18 with Nossaman, LLC for additional legal advisory services for securing a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan and private sector financing for the construction of the new Vine Transit Maintenance Facility for a total amount not to exceed \$75,000.

EXECUTIVE SUMMARY

Under delegated authority, the Executive Director executed Agreement 20-18 in September 2020 for legal assistance with Nossaman to secure a TIFIA loan through the Build America Bureau (BAB) to construct the Vine Maintenance Facility. The original scope of work was intended to assist NVTA with the application to the BAB and associated documents such as the Local Transportation Fund redirection agreement with the County of Napa and Metropolitan Transportation Commission, the Collateral Agent Services Agreement as well as responses to the BAB in the legalities of debt structure and servicing.

The Amendment will provide NVTA with continued legal assistance from Nossaman developing the financing structure and eventually, successful closing on the BAB loan.

FISCAL IMPACT

Is there a fiscal impact? Yes \$30,000 for the additional scope of services not to exceed total contract amount of \$75,000. The fund source is Transportation Development Act and has been accounted for in the Bus Maintenance Facility budget.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance and Policy
(707) 259-8779 / Email: anonorato@nvta.ca.gov
SUBJECT: First Amendment to Napa Valley Transportation Authority (NVTA)
Agreement No. 20-18 with Nossaman, LLC for TIFIA Legal Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications to the First Amendment of NVTA Agreement No. 20-18 with Nossaman, LLC for additional legal advisory services for securing a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan and private sector financing for the construction of the new Vine Transit Maintenance Facility for a total amount not to exceed \$75,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

It was the original intent to fund the new Maintenance Facility with a combination of Transportation Development Act (TDA), Federal Transit Administration (FTA), Regional Measure 3 (RM3) and TIFIA financing. Recent announcements that California Supreme Court has agreed to hear arguments in a lawsuit against Regional Measure 3, the \$3 toll increase on the Bay Area's State Owned Bridges passed by Bay Area voters in 2018. That has compelled staff to recommend to the NVTA board to replace RM3 funds with a private sector loan to satisfy the Build America Bureau's (BAB) requirements to have a complete funding package prior to the close of the TIFIA loan.

To address the funding gap, staff expanded KNN's scope of services to provide the agency with assistance to secure private bank loan. The work included support during the credit review process, help in negotiating a term sheet, and assistance with

resubmitting a new indicative debt rating request letter from Moody's Investment Services. All of these services required legal review and were not in the original scope with Nossaman. The additional services helped accelerate the TIFIA loan process mitigating further delays.

At the time, Nossaman's budget was adequate without the need for the adjustment. Staff is now shifting its focus on the legal due diligence portion with the recent changes in the financial structure.

FISCAL IMPACT

Is there a fiscal impact? Yes. \$30,000 for the additional scope of services for a not to exceed amount of \$75,000. The fund source is Transportation Development Act and has been accounted for in the Bus Maintenance Facility budget.

ALTERNATIVES

The agency could forgo the use of industry experts to negotiate and secure a secondary loan. However, staff does not have the technical knowledge nor expertise to pursue the type of financing arrangement that will result in a loan agreement. Seeking competitive grant funds could delay the project indefinitely and halt efforts to obtain a TIFIA loan, and delaying the project and incurring potential construction escalation of \$500,000 to \$1 million annually

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Constructing the facility is needed to ensure fueling facilities are ready for electric buses currently on order and to ensure public transit services are provided in a safe and effective way.

Goal 3: Use taxpayer dollars efficiently.

Support to secure additional financing from a private bank will allow NVTA to continue the financing process with the BAB and accelerate securing a TIFIA loan, advertise for the construction of the maintenance facility and start construction by the fall of 2021.

ATTACHMENTS

- (1) Draft First Amendment to NVTA Agreement No. 20-18
- (2) Agreement 20-18 with Nossaman LLC.



**FIRST AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY (“NVRTA”)
AGREEMENT NO. 20-18**

THIS FIRST AMENDMENT (“AMENDMENT”) TO NAPA VALLEY TRANSPORTATION AUTHORITY AGREEMENT NO. 20-18 is made and entered into as of this ____ day of _____, 2021 between the NAPA VALLEY TRANSPORTATION AUTHORITY (“NVRTA”), and NOSSAMAN LLP (“CONTRACTOR”), whose mailing address is 777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017.

RECITALS

WHEREAS, in September 2020 NVRTA contracted for specialized finance counsel services from the CONTRACTOR to assist in securing a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan under the Rural Projects Initiative Program (RPI) offered through the U.S. Department of Transportation (DOT) Build America Bureau (BAB) for the Vine Transit Maintenance Facility Project pursuant to the Agreement No. 20-18 (“Agreement”); and

WHEREAS, NVRTA wishes to amend the Agreement for continued counsel services as set forth in EXHIBIT A of the Agreement to further assist in securing the TIFIA loan for the Transit Maintenance Facility project; and

WHEREAS, CONTRACTOR can provide the continued counsel services at a cost to NVRTA in the amount not to exceed \$30,000.

TERMS

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

1. Section 3, Compensation of the Agreement, the maximum payment amount, together with the amendment, shall be a total of **\$75,000** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.
2. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

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

"NVTA"

"CONTRACTOR"
Nossaman LLP

By _____
KATE MILLER
Executive Director

By _____
BARNEY A. ALLISON
Attorney at Law, Partner

ATTEST:

By _____
LAURA SANDERLIN
NVTA Board Secretary

APPROVED AS TO FORM:

By _____
DEEANNE GILLICK
Sloan Sakai Yeung & Wong
NVTA General Counsel



625 Burnell Street • Napa, CA 94559-3420
T: 707-259-8631
F: 707-259-8638

September 30, 2020

Nossaman LLP
Attn: Barney A. Allison, Attorney at Law
777 Figuerora Street, 34th Floor
Los Angeles, CA 90017

RE: NVTA Agreement No. 20-18 – Finance Counsel Services – NOTICE TO PROCEED

Dear Mr. Allison:

This is your Notice to Proceed for *FINANCE COUNSEL SERVICES* as described in NVTA Agreement No. 20-18 and attached hereto.

The Project Manager assigned to this Agreement is:

Antonio Onorato
Director of Finance, Administration and Policy
Napa Valley Transportation Authority
625 Burnell Street, Napa, CA 94559
T 707.259.8779 / E aonorato@nvta.ca.gov

For any further assistance, please contact the Project Manager or Renée Kulick, Admin Tech, T 707.259.8780 or rkulick@nvta.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Kate Miller", is written over a horizontal line.

Kate Miller (Sep 30, 2020 15:40 PDT)

KATE MILLER
Executive Director

cc: Antonio Onorato, NVTA



NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 20-18

THIS AGREEMENT is made and entered into as of this 30th day of September, 2020, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and Nossaman LLP, whose mailing address is 777 South Figuerora Street, 34th Floor, Los Angeles, CA 90017, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain special finance counsel services to assist in securing a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan under the Rural Projects Initiative Program (RPI) offered through the U.S. Department of Transportation (DOT) Build America Bureau (BAB); and

WHEREAS, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NVTA under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, NVTA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NVTA in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and **shall expire on June 30, 2021**, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".
2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

(b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NVTA.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **\$45,000** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. **Method of Payment.**

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall

not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTA, in addition to any other rights or remedies which NVTA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

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

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverage's upon request by NVTA's Risk Manager.

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

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than

ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. In the event that CONTRACTOR becomes the owner of any vehicles used in conjunction with CONTRACTOR's business during the term of this Agreement, CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement comprehensive automobile liability insurance covering such owned vehicle or vehicles.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions

as respects NVTa, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTa and the officers, agents, employees and volunteers of NVTa from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTa or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTa and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within twenty (20) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving ten (10) days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NVTa hereby authorizes the NVTa Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTa for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NVTa for any reason and at any time by giving no less than thirty (30) days written notice of such termination and specifying the effective date thereof. NVTa hereby authorizes the NVTa Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTa.

12. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVT A, the property of and shall be promptly returned to NVT A, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVT A shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NVT A for damages sustained by NVT A by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVT A may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVT A from CONTRACTOR is determined.

13. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NVT A

Kate Miller
Executive Director
625 Burnell Street
Napa, CA. 94559

CONTRACTOR

Barney A. Allison, Attorney at Law
Nossaman LLP
777 South Figuerora Street, 34th Floor
Los Angeles, CA 90017

15. **Compliance with NVT A Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVT A and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required

under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or contractors.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 14, 2005. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NVTA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NVTA.

17. **No Assignments or Subcontracts.** A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

(a) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section

7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NVTA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section in all such subcontracts as obligations of the subcontractor.

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract.** CONTRACTOR and NVTA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

(c) Campaign Contribution Disclosure. CONTRACTOR has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "C."

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVTA from publishing or otherwise distributing applications and information regarding NVTA job openings where such publication or distribution is directed to the general public.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.


28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.


30. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

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

"NVT A"


By Kate Miller (Sep 30, 2020 15:40 PDT)
KATE MILLER, Executive Director

"CONTRACTOR"
Nossaman LLP


By Barney A. Allison, Attorney at Law

Approved as to Form	
By:	<u>Deanna Hilliard</u>
	NVT A General Counsel
Date:	<u>September 28, 2020</u>

EXHIBIT A

SCOPE OF SERVICES

- I. **GENERAL.** CONTRACTOR shall perform special finance counsel services to assist NVTa in securing a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan under the Rural Projects Initiative Program (RPI) offered through the US Department of Transportation (DOT) Build America Bureau (BAB) to support the construction of its capital project (Bus Maintenance and Transit Yard).
- II. **SCOPE OF WORK.** Services to be provided by CONTRACTOR in support of the project, include but not limited to, are:
 - CONTRACTOR shall assist with the response(s) to any follow up questions from BAB to the Letter of Interest (LOI).
 - CONTRACTOR shall review, provide comments and assist in finalizing the TIFIA loan term sheet.
 - CONTRACTOR shall review and provide comments to draft of the TIFIA loan agreement, collateral and accounts security agreement, and assist with negotiating final terms.
 - CONTRACTOR shall assist with drafting the formal loan application after BAB gives invitation to submit.
 - CONTRACTOR shall prepare and/or review loan closing documents.
 - CONTRACTOR shall prepare and deliver their opinion, if necessary.

Should there be additional actions required that have not been identified above, it is expected that the CONTRACTOR shall identify such and inform NVTa prior to performance.

- III. **COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVTa pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report.

EXHIBIT B

COMPENSATION RATES

Billing rates are charged in 1/10 hour increments.

TITLE / DESCRIPTION	HOURLY RATE
ATTORNEY <i>Barney A. Allison</i>	\$480
PARTNERS	\$650

ALLOWABLE OTHER / (IN) DIRECT COSTS

Postage/ Courier/Messenger Services/Overnight Delivery

Copies

Travel - *effective IRS rates apply at time of travel*

CONTRACTOR may charge certain representation costs separately, as well as any disbursements made to 3rd parties made on NVTAs behalf. Such costs and disbursements include, i.e. travel, computer-assisted research, transcription, and mail delivery services.

- Total amount shown under item 3 (c) of the Agreement shall not be construed as a guaranteed sum.*
- Subject to the Agreement under items 3 (a) and 4 (a), CONTRACTOR shall periodically invoice NVTAs at the hourly rate for time/material and actual services performed on the project.*
- Optional or outside of scope work to be performed by the CONTRACTOR and their associated costs must be approved by NVTAs prior to performance.*

EXHIBIT C

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the NVTB Board of Directors are:

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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any NVTB Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

☐ YES ☐ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any NVTB Director(s) in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude NVTB from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

9/30/2020

DATE



(SIGNATURE OF AUTHORIZED OFFICIAL)

Barney A. Allison, Attorney at Law

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Nossaman LLP

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.
- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q St #3000, Sacramento, CA 95811, (916) 322-5660.






NVTA Agreement No. 20-18 & NTP for NOSSAMAN LLP - Finance Counsel Services - SIGNATURE REQUESTED

Final Audit Report

2020-09-30

Created:	2020-09-30
By:	RENEE KULICK (RKULICK@NVTA.CA.GOV)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGRSKWP6XYGksK3K5-pRriUOGveC6zV2f

"NVTA Agreement No. 20-18 & NTP for NOSSAMAN LLP - Finance Counsel Services - SIGNATURE REQUESTED" History

-  Document created by RENEE KULICK (RKULICK@NVTA.CA.GOV)
2020-09-30 - 10:32:41 PM GMT- IP address: 204.68.242.2
-  Document emailed to Kate Miller (kmiller@nvta.ca.gov) for signature
2020-09-30 - 10:35:35 PM GMT
-  Email viewed by Kate Miller (kmiller@nvta.ca.gov)
2020-09-30 - 10:40:02 PM GMT- IP address: 204.68.242.2
-  Document e-signed by Kate Miller (kmiller@nvta.ca.gov)
Signature Date: 2020-09-30 - 10:40:21 PM GMT - Time Source: server- IP address: 204.68.242.2
-  Agreement completed.
2020-09-30 - 10:40:21 PM GMT



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 third quarter of Fiscal Year (FY) 2020-21. 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 third quarter for Fiscal Year (FY) 2020-21, covering the period of January 1 to March 31, 2021, and provides an update on service changes in response to growing ridership trends. In March 2020, a series of Vine service modifications were implemented in response to the Pandemic stay at home order and corresponding lower ridership. The board memo compares the third quarter of FY 2021 (Jan – Mar) to both the third quarter of FY 2020 and to the previous quarter (Oct - Dec) to highlight the differences between the same time period last year and to recent months of the COVID-19 pandemic.

On March 3, 2021, the State of California moved Napa County from the Widespread Risk Level (Purple Tier) to the Substantial Risk Level (Red Tier). The less restrictive Red Tier meant that most activities reopened in the County with various modifications. This resulted in Vine Transit ridership increases, which are anticipated to grow if COVID cases and vaccination rates trend towards the less restrictive Orange (April 7, 2021), Yellow & Green Tiers. As a result of the changes in tiers and increased ridership in March, NVRTA is planning the following changes beginning in May 2021:

Return to a weekday schedule on the Routes 10 and 11 (currently running on Saturday schedules); implement a fixed-route/on-demand hybrid which introduces two new fixed routes and maintains the existing on-demand service in the City of Napa; and extend hours on Friday and Saturday nights in Yountville and Calistoga by two additional hours.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Transit Manager
(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 third quarter of Fiscal Year (FY) 2020-21. 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, weekday service hours on Routes 10 and 11 were reduced to a 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. On May 13th 2020, following the County of Napa's revised Shelter at Home order, NVTA posted notices requiring the use of face coverings by passengers and staff. All of these service changes remained in effect during Q3 of FY21.

NVTA worked with the Vine service contractor, Transdev, to install clear protective barriers in the driver's compartments on transit buses, for the protection of drivers and passengers. The project was completed in early September, and fare collection resumed on Sunday, September 13th, 2020. It should be noted that the Vine was out in front of most Bay Area systems installing driver safety barriers and resuming fare collection. There remains no established driver safety barrier option for the smaller, cutaway shuttle buses.

Napa On-Demand riders pay the same local \$1.60 full fare, \$1.10 student fare, and \$0.80 reduced fare for elderly and disabled riders that were previously established for local routes; 20-ride, and 31-day fare passes are also accepted. The Clipper fare card is encouraged and NVTA, in partnership with MTC and other transit operators, rolled out a full Clipper marketing campaign to introduce the new Clipper-START program, which launched in January 2021 and provides subsidized fares for eligible low-income adults. Staff continues to coordinate with MTC on the next generation of Clipper (Clipper 2.0) and anticipates the rollout of a new Clipper Mobile app sometime in April 2021.

NVTA continues to support auxiliary Emergency Operation Center (EOC) functions that include meal delivery to residents in isolation and quarantine sites, food bank distribution while centers are closed to the public, and related transportation.

Vine Transit Performance

The first four tables compare ridership across different services in the third quarter of FY 2020-21 (January-March) to the same period in the prior fiscal year. Table 1 shows an 83.44% decline in ridership from January to March 2020 on the local fixed routes in the City of Napa as compared to the On-Demand routes that served the City of Napa during the third quarter of the current fiscal year. Nevertheless the stop to stop on demand services in March of 2021 had the single highest ridership than any other month during the pandemic - there were a total of 5,449 riders, an increase of 1,141 riders over the month of February 2021.

Table 1: Routes (A-H) Ridership and On Napa On Demand – Comparing Q3 of FY20 & FY21

	FY 19/20	(On-Demand) FY 20/21	% Difference	Numerical Difference
Total	80,684	13,361	-83.44%	-67,323

Table 2 indicates that the decrease in ridership on the regional and express routes (10, 11, 21 and 29) has been less severe than on the local routes. The decrease in the third quarter between fiscal years 2019-20 and 2020-21 was -54.68% percent. Route 21

showed the smallest percentage drop in ridership (-46.75%) of all of the regional and express routes.

Table 2: Routes 10, 11, 21 and 29 Ridership – Comparing Q3 of FY20 & FY21

	FY 19/20	FY 20/21	% Difference	Numerical Difference
Route 10	39,452	20,225	-48.74%	-19,227
Route 11	46,318	19,876	-57.09%	-26,442
Route 10X	1,648	N/A	N/A	N/A
Route 11X	3,024	N/A	N/A	N/A
Route 21	7,538	4,014	-46.75%	-3,524
Route 29	14,649	6,928	-52.71%	-7,721
Total	112,629	51,044	-54.68%	-61,585

Table 3 shows the ridership patterns on the four community shuttles. The combined ridership is down 68.91% compared to the same quarter in the prior fiscal year. The ridership declines were fairly similar across all the community shuttles in the third quarter of the current fiscal year. March 2021 ridership increased significantly over ridership in February 2021 as Napa County entered the Red Tier.

Table 3: Community Shuttles– Comparing Q3 of FY20 & FY21

	FY 19/20	FY 20/21	% Difference	Numerical Difference
Calistoga Shuttle	4,767	1,541	-67.67%	-3,226
St. Helena Shuttle	3,313	1,060	-68.00%	-2,253
Yountville Trolley	3,170	1,154	-63.60%	-2,016
American Canyon Transit	6,230	1,679	-73.05%	-4,551
Total	17,480	5,434	-68.91%	-12,046

VineGo ridership also dropped precipitously (-85.96%) compared to the same time last year as shown in Table 4. NVTa has decreased the number of vehicles serving VineGo. Many of the customers who use VineGo traveled for programs that have been suspended during the pandemic such as Callabria Day Program, Napa Senior Center events, and Clinic Olé classes.

Table 4: VineGo Ridership – Comparing Q3 of FY20 & FY21

	FY 19/20	FY 20/21	% Difference	Numerical Difference
VineGo	5,021	705	-85.96%	-4,316

Tables 5, 6 and 7, compare the second quarter of FY 2020-21 to the third quarter of FY 2020-21 to provide additional context on ridership during the COVID-19 pandemic. Table 5 shows a slight increase in On-Demand ridership in the City of Napa between the last two quarters. This is most likely caused by the movement of Napa County from the Widespread Risk Level (Purple Tier) to the Substantial Risk Level (Red Tier) in early March. The less restrictive Red Tier meant that most activities reopened in the County with various modifications. As a result of more openings and travel not being restricted to only essential, Napa Local On-Demand ridership experienced higher demand in the month of March, resulting an overall increase in ridership.

Table 5 Napa Local On-Demand Ridership – Comparing Q2 of FY21 & Q3 of FY21

	Q2 FY 21	Q3 FY 21	% Difference	Numerical Difference
Napa Local On-Demand	12,654	13,361	5.59%	707

Ridership decreased over the prior quarter on the regional routes, except Route 21, as seen in Table 6. This is most likely caused by Napa being in the more restrictive Purple Tier in January and February, thus causing previous long-distance commuters to continue to work from home.

Table 6: Routes 10, 11, 21 & 29 Ridership – Comparing Q2 of FY21 & Q3 of FY21

	Q2 FY 21	Q3 FY 21	% Difference	Numerical Difference
Route 10	21,121	20,225	-4.24%	-896
Route 11	21,660	19,876	-8.24%	-1,784
Route 10X	N/A	N/A	N/A	N/A
Route 11X	N/A	N/A	N/A	N/A
Route 21	3,641	4,014	10.24%	373
Route 29	8,193	6,928	-15.44%	-1,265
Total	54,615	51,044	-6.54%	-3,571

For the community shuttles, ridership increased on all services (25.79%) compared to the second quarter of the current fiscal year as seen in Table 7.

Table 7: Community Shuttles– Comparing Q2 of FY21 & Q3 of FY21

	Q2 FY 21	Q3 FY 21	% Difference	Numerical Difference
Calistoga Shuttle	1,403	1,541	9.84%	138
St. Helena Shuttle	704	1,060	50.57%	356
Yountville Trolley	763	1,154	51.25%	391
American Canyon Transit	1,450	1,679	15.79%	229
Total	4,320	5,434	25.79%	1,114

VineGo ridership decreased by 141 passengers when compared to the second quarter of the current fiscal year as seen in Table 8.

Table 8: VineGo Ridership – Comparing Q2 of FY21 & Q3 of FY21

	Q2 FY 21	Q3 FY 21	% Difference	Numerical Difference
VineGo	846	705	-16.67%	-141

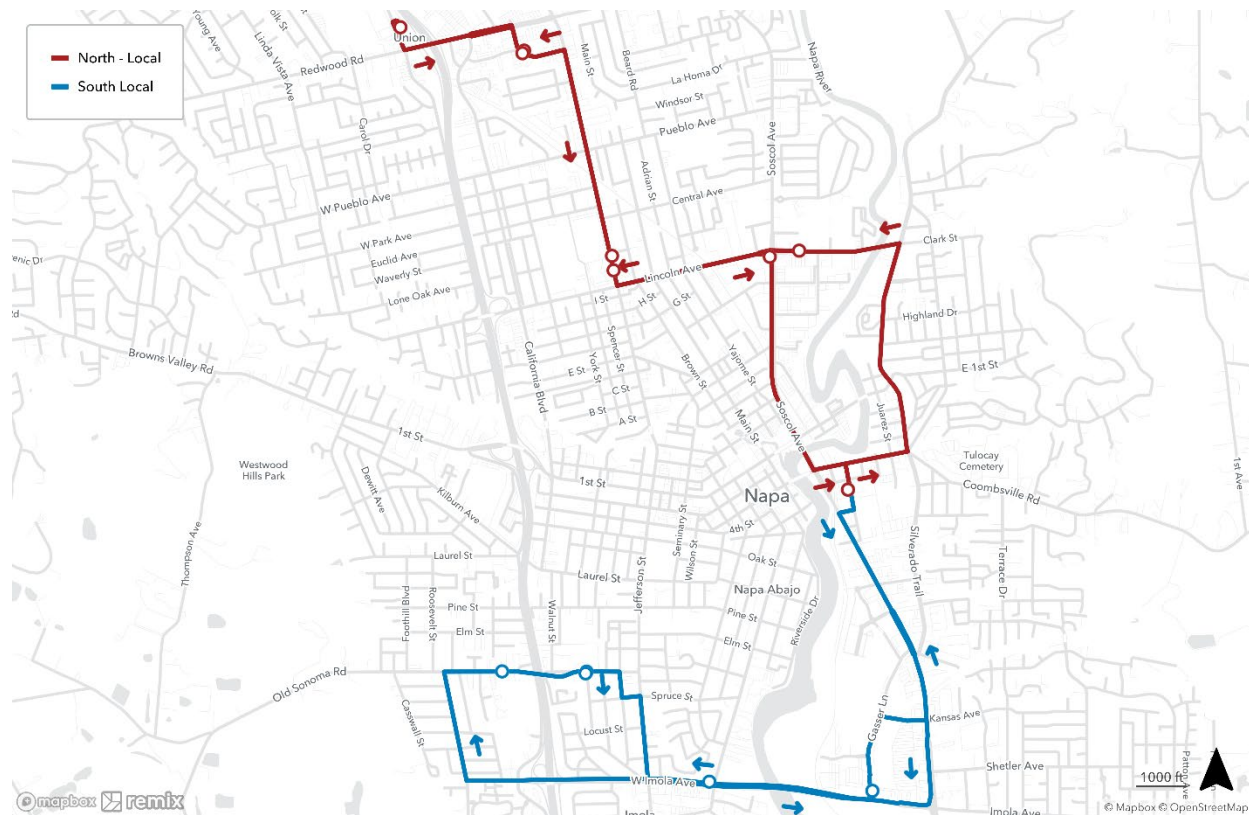
The final table (Table 9) shows the on-time performance for the four fixed route services that NVRTA is currently operating. The worst performing route is Route 21 and this is driven by 1) the Napa Valley College stop not being used, unless requested, when in-person classes were suspended and 2) drivers not being able to hold the eastbound Fairfield Transit Center time point due to other operators needing the space. Staff is going to update the Route 21 schedule in May to serve Napa Valley College and eliminate the Fairfield Transit Center as a time point going eastbound, which will increase the currently low on-time performance for Route 21.

Table 9: On-Time Performance for FY 20/21 (Third Quarter)

	On-Time	Late	Early
Route 10	68.6%	16.1%	15.3%
Route 11	63.4%	20.7%	15.9%
Route 21	52.6%	11.6%	35.7%
Route 29	74.2%	18.5%	7.3%
Average	64.7%	16.7%	18.6%

May Service Changes to Accommodate Anticipated Ridership Increases

Staff worked with its on-demand technology provider, DoubleMap, to review the on-demand service and to consider ways that the agency could maintain stop to stop on-demand services in the City of Napa while maintaining reasonable wait times. The on-demand services have allowed staff to better understand where riders are starting and ending their trips, and while it emulates the general areas that were speculated by survey and automatic passenger counter data used in the Comprehensive Operational Analysis, the on-demand service rider data is significantly more granular and removes some of the mystery about actual trips confounded by forced transfer locations. Using the improved data, Transloc, DoubleMap's parent company, created a heat map and built four potential scenarios for stabilizing the system as ridership demand increases. Staff selected the option that was most likely to generate more riders. Some modifications were made to address the City of Napa's street infrastructure constraints. The two new routes, currently known as *North* and *South*, will operate along the high shopping area destinations between the Redwood Park and Ride to Imola/South Napa Market Place and ending in a loop along Foster/Old Sonoma Roads and Jefferson Street. The new routes will operate on 30 minute headways beginning and 7:30 AM and ending at 5:30 PM. The idea behind this proposal is that the fixed routes becomes a more convenient option for riders in the high rider demand areas which will relieve pressure on the on-demand vehicles serving these areas and deploying them elsewhere in the City. Stop to stop on-demand services, however, will still remain an option in these areas.



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 continues 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



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment No. 4 to Purchase Order 20-2013 for On-Demand Software to serve the City of Napa

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Amendment 4 to Purchase Order 20-2013 (Attachment 1) with DoubleMap Inc. to provide on-demand software to serve the City of Napa in the amount of \$33,962.64 using Transportation Development Act Funding.

EXECUTIVE SUMMARY

In response to the COVID-19 Pandemic, on April 27, 2020 local fixed route services in the City of Napa (A-H) were suspended and transitioned to on-demand service for local trips. NVTA executed the initial purchase order (PO) for this service on March 31, 2020. The initial PO and subsequent Amendments 1, 2 and 3 total \$31,276 (Attachment 2). Demand for transit services in the City of Napa is increasing and to accommodate this new demand, staff is recommending transitioning City services to a to include two new fixed rounds in addition to maintaining the on-demand in order to preserve reasonable wait times. To allow the on-demand portion to continue, NVTA is proposing Amendment 4 at a cost of \$33,963, which would bring the total to \$65,239.

FISCAL IMPACT

Yes, the contract extension through June 2022, Amendment 4, will cost \$33,963.



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: Amendment No. 4 to Purchase Order 20-2013 for On-Demand Software to serve the City of Napa

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Amendment 4 to Purchase Order 20-2013 (Attachment 1) with DoubleMap Inc. to provide on-demand software to serve the City of Napa in an amount not to exceed \$33,963.

COMMITTEE RECOMMENDATION

None

BACKGROUND

On April 27, 2020 local fixed route services in the City of Napa (A-H) were suspended and Vine Transit service began operating on-demand service for local trips Monday through Saturday, 7:30 AM to 5:30 PM. This service has operated unchanged for the last year. The data from this service has helped staff understand the demand and the resources that may be needed to sustain this innovative and convenient form of service for the residents of the City of Napa.

As the ridership and wait times began to increase in the City of Napa, staff explored a hybrid model of fixed route and on-demand. To determine what this hybrid service would look like, staff worked with Doublemap and its parent company Transloc to analyze the trip patterns over the last year. Transloc isolated origin/destination hotspots, as well as tracked wait time, ride time, and demand peaks in the City of Napa and developed three

alternative transit configurations for Vine Transit service within the City of Napa to maximize system efficiency, minimize rider wait times, and keep operating costs low.

Transloc completed simulations of the three alternatives configurations under a number of potential ridership scenarios to predict key performance indicators, including average rider wait time, average ride time, and vehicle miles travelled. These metrics were compared against historical system performance to identify the potential efficiency gains by transitioning to a new hybrid service configuration. TransLoc also conducted a cost/benefit analysis for each alternative to illustrate the strengths and weaknesses of each. A detailed comparison of present and predicted system metrics were included in the final report.

Staff assessed the various options in the final report and identified a preferred alternative. Some modifications were made to address conflicts between bus operations and the City of Napa's road infrastructure. The result is two new routes in the City of Napa. One North Route serving the Socol Gateway Transit Center, Walmart, Napa High, Kaiser Permanente Offices and the Redwood Park and Ride and one South Route serving the South Napa MarketPlace, River Park Shopping Center and Harvest Middle School. Riders in these areas will have the option to take the fixed route or the on-demand service. All other riders traveling outside of these main corridors will still have access to on-demand service. Staff believes that with both new routes operating on 30 minute headways (intervals) will relieve pressure on the on-demand services where they are most used because the two new fixed route services will be more convenient for riders. This will also help maintain lower wait times for on demand services in other parts of the system. This proposal further supports NVTa continuing Vine on demand services in the very low demand areas of the City.

The proposed contract amendment will also extend the expiration of the purchase order with DoubleMap to June 30, 2022, which is the same date that the contracts expire with DoubleMap to operate the on-demand services in American Canyon, Yountville, St Helena and Calistoga. NVTa plans to issue a request for proposals in late 2021 for on-demand services in all jurisdictions in anticipation of this contract's expiration.

ALTERNATIVES

The Board could decide not to approve the purchase order and the Vine would cease to operate on-demand service in the City of Napa at the end of April, 2021.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability. In introduction of a hybrid of two fixed routes and on-demand service will allow NVTa to promptly serve all residents of the City of Napa

Goal 3: Use taxpayer dollars efficiently. The on-demand model has proven to be cost effective when demand is low. Now that ridership is increasing, NVTa will serve the areas with the highest ridership with fixed route and areas to preserve on-demand service in areas where ridership is low.

ATTACHMENT(S)

- (1) Amendment No. 4 to Purchase Order # 20-2013
- (2) Original Purchase Order # 20-2013 and Amendment Nos. 1, 2 and 3

DRAFT

AMENDMENT #4 to Purchase Order



Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

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

VENDOR

DoubleMap, Inc. (TapRide)
429 N Pennsylvania Street, Suite 401
Indianapolis, IN 46204
POC: Alex McTighe / Daniel Ageter
T 917.443.2307 / 317.912.1136
E: alex.mctighe@transloc.com
daniel@doublemap.com

Purchase Order #: 20-2004
Date: 03/31/2021
Vendor ID: 39764

Bill To:

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

Ship To:

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

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK	APR'21-JUN'22	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: On-Demand Local Fixed Route				
			TERM EXTENSION AND ADDITIONAL FUNDING FOR				
			CONTINUED SERVICES of equipment /rental and				
			subscription services through June 2022 (15				
			months) for ten (10) each Mini-Mobil Terminals				
			(MDT) .				
			Funding amount for continued equipment rental				\$33,962.64
			and subscription services				

All previous terms and conditions of the Agreement
(Purchase Order) remain in full force and effect.

NOTICE OF INCLUDED TERMS AND CONDITIONS

See TapRide quote dated March 30, 2021, attached.

Subtotal	\$33,962.64
PO	\$31,276.10
Tax 7.75%	Excluded
Other	- / -
NEW PO TOTAL	\$65,238.74

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

ORDER AWARDED AND ISSUED BY

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

NAME AND TITLE
(Signature of person authorized to sign)

DATE

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

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/TDA 8300 8302002 52515 VINE PUB_TRANSIT



101 W. Washington Street, Suite 700 East
Indianapolis, IN 46204
**Prices will remain firm for 60 days*

Pricing Exhibit - Confidential

DATE: March 30, 2021
TO: Rebecca Schenck
NVT
RSchenck@nvta.ca.gov

LN	Note	Hardware	Item	Qty	Price	Subtotal	
						Capital	Subscription
1			TapRide Base System				
2			TapRide Subscription & Support	10	\$ 971.59		\$ 9,715.87
3			TapRide Cloud Services & Hosting	10	\$ 203.08		\$ 2,030.80
4							
5			Realtime Passenger Information System (RTPI)				
6			Mobile Apps (iOS & Android)	1	Included		
7			Web Apps (Desktop & Mobile Web)	1	Included		
8			Application Program Interface (API) - JSON	1	Included		
9							
10			Plug-Ins				
11			Auto-Assignment Subscription	10	\$ 1,542.34		\$ 15,423.44

Quote Summary	
Capital Costs	\$ -
Subscription Costs	\$ 27,170.11
Total for First Year	\$ 27,170.11
Total Until June 30, 2022	\$ 33,962.64

*All applicable sales/use tax are additional

Payment Terms:

First Subscription Fee invoiced upon contract signing	\$ 27,170.11
50% of Capital Costs (less Hardware) invoiced upon completion of kickoff call	\$ -
100% of Hardware invoiced upon shipment of hardware to customer	\$ -
50% of Capital Costs (less Hardware) invoiced upon release of application to riders	\$ -



Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

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

Purchase Order

VENDOR

DoubleMap, Inc. (TapRide)
429 N Pennsylvania Street, Suite 401
Indianapolis, IN 46204
POC: Daniel Ageter
O: 855.463.6655 C: 317.912.1136
E: Daniel@doublemap.com

Purchase Order #: 20-2004
Date: 03/31/2020
Vendor ID: 39764

Bill To:

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

Ship To:

NVTA
625 Burnell Street
Napa, CA 94559
POC: Rebecca Schenck, Principle Planner
T 707.259.8636 E: rschenck@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK	1-5 DAYS ARO	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: On-Demand Local Fixed Route			NOT TO EXCEED	\$31,276.10
			Equipment rental and subscription services for ten (10) each Mini-Mobil Terminals (MDT) as per attached scope and quote dtd March 30, 2020.				
			(CONT ON PAGE 2 OF)				

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(17).

This purchase order is also subjected to the terms provided in the Technology License and Services Agreement, which is attached herein.

Subtotal	\$31,276.10
Tax 7.75%	Excluded
	-/-
	-/-
TOTAL NTE	\$31,276.10

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

CEO, 4/6/2020

NAME AND TITLE
(Signature of person authorized to sign)

DATE

ORDER AWARDED AND ISSUED BY

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

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

DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/TDA 8300 8302002 52515 VINE PUB_TRANSIT

ITEM	DESCRIPTION	UNIT COST	QTY	TOTAL
<u>PROJECT: On-Demand Local Fixed Route Services</u>				
Short-term equipment rental and subscription services designated for ten (10) each transit fleet vehicles in support of on-demand local fixed route transportation services. Equipment and services needed are:				
<u>TapRide Base System</u> , includes but is not limited to 3-month, one (1) site development, training, subscription and support services, cloud services and hosting of equipment.				
1	Mini-Mobil Data Terminal (MDT) - 3-Month Rental	\$ 191.00	10	\$ 1,910.00
2	New Site Development and Project Management	\$ 1,759.00	1	\$ 1,759.00
3	Virtual Training and Workshop Session	\$ 437.00	1	\$ 437.00
4	TapRide Subscription and Support Services per MDT	\$ 971.59	10	\$ 9,715.90
5	TapRide Cloud Services and Hosting per MDT	\$ 203.08	10	\$ 2,030.80
<u>Realtime Passenger Information System (RTP)</u> , included in the subscription services are:				
6	Mobile Apps (iOS & Android)	\$ -	1	\$ -
7	Web Apps (Desktop & Mobile Web)	\$ -	1	\$ -
8	Application Program Interface (API) - JSON	\$ -	1	\$ -
<u>Plug-Ins</u>				
9	Auto-Assignment per MDT	\$ 1,542.34	10	\$ 15,423.40
TOTAL CAPITAL COSTS (Item 1, 2 & 3)				\$ 4,106.00
TOTAL SUBSCRIPTION SERVICES (Item 4, 5 & 9)				\$ 27,170.10
SUBTOTAL				\$ 31,276.10
SALES TAX - NAPA - 7.75%				EXCLUDED
TOTAL				\$ 31,276.10

PAYMENT TERMS:

First Subscription Fee invoiced upon contract signing	\$ 27,170.10
50% of Capital Costs (less hardware) invoiced upon completion of kick-off call	\$ 1,098.00
100% of hardware invoiced upon shipment of hardware to customer	\$ 1,910.00
50% of Capital Costs (less hardware) invoiced upon release of application	\$ 1,098.00

RENTAL PERIOD: April, 2020 - July, 2020 (3 months); exact dates pending equipment and subscription service implementation and acceptance

CONTINUED

ITEM	DESCRIPTION	UNIT COST	QTY	TOTAL
------	-------------	--------------	-----	-------

SCOPE OF SERVICES

TapRide will provide the following services during the 3-month rental period:

TapRide (10 Vehicles) - 1 New Site Addition

- **On-demand service**
 - Android/iPhone application for riders to request rides
 - Real time
 - Scheduled
 - Rider can request pick up/drop off location
 - Enter in address
 - Drop a pin
 - How many riders
 - Select pre-existing pins
 - Accommodations (wheelchair and bike accessible)
 - Mobile website access for iPhone, Android, Blackberry, and Window phones
 - TapRide Mobile applications
 - For iPhone & Android
 - Stand alone White Label applications
 - 1 New site addition to their current WL App
 - Vehicle tracking
- **Administrative Dashboard**
 - Vehicle/Driver tracking
 - Add requests (call ins)
 - Pick up/drop off
 - Name
 - Number
 - How many Passengers
 - Accommodations
 - Scheduled Rides
 - Recurring Rides
 - Extra notes
 - Reporting
 - Number of Riders per day
 - Number of Riders per hour
 - Number of Riders per driver
 - Trip duration by hour
 - Popular Dropoff stops
 - Popular pick up stops
 - Ride Log
 - Productivity
 - Summary
 - Top Rider Cancellers
 - Top Rider No Shows
 - Driver Mileage
 - Cancellation messages

CONTINUED

ITEM	DESCRIPTION	UNIT COST	QTY	TOTAL
	<ul style="list-style-type: none"> ■ Daily block ■ Driver History ■ Rider History ■ Charts ■ Heat Map ○ Unlimited users ○ Add/edit operating days/times <ul style="list-style-type: none"> ■ Service hour exceptions ● Holidays ● Summer ○ Add/edit service boundary <ul style="list-style-type: none"> ■ Pick ups and drop offs ■ Just pick ups ■ Just drop offs ■ No rides ○ Announcements <ul style="list-style-type: none"> ■ Rider ■ Driver <ul style="list-style-type: none"> ○ Add/edit vehicles <ul style="list-style-type: none"> ■ Vehicle ID ■ Capacity ■ Accommodations ■ Driver Name ■ License Plate ■ Notes ○ Ride Restrictions ○ Driver Cancel Notes ● Auto-Assignment <ul style="list-style-type: none"> ○ Compact Dashboard <ul style="list-style-type: none"> ■ Break down of all ride requests (scheduled or on-demand) ■ ETA's ■ Pick up/drop off points ■ How many passengers ■ Itinerary builds <ul style="list-style-type: none"> ● What drivers have what rides ● Status of the itineraries ● Ability to edit itineraries ○ Turn-by-turn navigation ○ Honk feature ○ On-board ○ Complete ○ Cancellation ● Rider Login 			

CONTINUED

ITEM	DESCRIPTION	UNIT COST	QTY	TOTAL
	<ul style="list-style-type: none"> ○ Any email account ● Driver/Admin login <ul style="list-style-type: none"> ○ Same as rider 			

DoubleMap will provide the following services during the 3-month rental period:

- *****DoubleMap to provide hardware**
 - iPads and Hardware are being rented for \$191.00 per 3 months. If iPad is broken by the client, the client must pay the full price for the iPad of \$600.00. If any hardware is broken by the client, the client must pay \$50.00 per piece of hardware. (Not including Cigarette Charger)
 - Mobile Data Terminal
 - iPad
 - Mounting
 - Standard six inch dash post
 - Casing
 - Ram mount
 - GPS lockbox
 - Wiring
 - Cigarette lighter
 - Cellular Data
 - NVTa to provide
- **Training**
 - **Webinar** - Training for new drivers on how to use the system, possibly 1 or 2 new admins/dispatch as well
- **Installation**
 - **Client installing**
 - 10 Vehicles: 1-5 Days

CONTINUED



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

*Prices will remain firm for 60 days

Pricing Exhibit - Confidential

DATE: March 30, 2020

TO: Rebecca Schenck

NVTA

RSchenck@nvta.ca.gov

						Subtotal	
LN	Note	Hardware	Item	Qty	Price	Capital	Subscription
1			TapRide Base System				
2	a.	x	Mini- Mobile Data Terminal (MDT) - 3 Month Rental	10	\$ 191.00	\$ 1,910.00	
3			New Site Development and Project Management	1	\$ 1,759.26	\$ 1,759.26	
4			Virtual Training Workshop Session	1	\$ 437.00	\$ 437.00	
5			TapRide Subscription & Support	10	\$ 971.59		\$ 9,715.87
6			TapRide Cloud Services & Hosting	10	\$ 203.08		\$ 2,030.80
7							
8			Realtime Passenger Information System (RTPI)				
9			Mobile Apps (iOS & Android)	1	Included		
10			Web Apps (Desktop & Mobile Web)	1	Included		
11			Application Program Interface (API) - JSON	1	Included		
12							
13			Plug-Ins				
14			Auto-Assignment Subscription	10	\$ 1,542.34		\$ 15,423.44

Quote Summary	
Capital Costs	\$ 4,106.26
Subscription Costs	\$ 27,170.11
Total for First Year	\$ 31,276.37
Total for 3 Months	\$ 10,898.79

*All applicable sales/use tax are additional

Payment Terms:

First Subscription Fee invoiced upon contract signing	\$ 27,170.11
50% of Capital Costs (less Hardware) invoiced upon completion of kickoff call	\$ 1,098.13
100% of Hardware invoiced upon shipment of hardware to customer	\$ 1,910.00
50% of Capital Costs (less Hardware) invoiced upon release of application to riders	\$ 1,098.13



Technology License and Services Agreement

This Technology License and Services Agreement, together with the Exhibits attached hereto and incorporated by reference herein (this "Agreement") is made as of March 31, 2020 (the "Effective Date"), by and between DoubleMap, Inc. ("DoubleMap"), an Indiana corporation, located at 101 W. Washington Street, Indianapolis, Indiana 46204 and Napa Valley Transportation Authority (NVTA) ("Customer"), with offices located in Napa, CA.

WHEREAS, DoubleMap provides an innovative transportation software and hardware such as: Automatic Vehicle Location (AVL) , Automatic Vehicle Annunciator (AVA), Automatic Passenger Counter (APC), Digital Passenger Counter (DPC) and TapRide Mobile Ride-Hailing Services (TapRide) platforms for public and private transit systems

WHEREAS, Customer's riders utilize vehicle transportation services provided by the Customer;

WHEREAS, Customer wishes to license the Service in accordance with the terms of this Agreement to provide its users an innovative and elegant product to improve their riding experience and give the Customer the ability to manage the system; and

WHEREAS, pursuant to the terms of this Agreement, DoubleMap agrees to make the System or parts of the system available to Customer and its users.

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

1. DEFINITIONS

"Capital Costs" means the costs necessary to bring the project to operable status as outlined in the Purchase Order.

"Customer" means the entity or organization operating a transit system that is purchasing infrastructure and/or services from DoubleMap under this Agreement.

"Documentation" means instructional and user manuals relating to the Service made available by DoubleMap electronically or in written form under this Agreement.

"Effective Date" means the date upon which this Service Agreement is fully executed by and through the duly authorized representatives of both the Customer and DoubleMap.

"Hardware" means all devices, antennas, cabling, wiring and other physical electronic components provided and/or installed by DoubleMap on Customer's vehicle fleet, or





otherwise delivered to the vehicle fleet and Customer, necessary to the appropriate functioning, delivery and maintenance of the Service.

“Infrastructure” means the hardware, software, raw data, network, and expertise produced, procured or aggregated by Customer or DoubleMap for use in providing the Service.

“Invoice Date” means the date DoubleMap sends Customer an invoice for products or services.

“Party” means DoubleMap or Customer.

“Parties” means DoubleMap and the Customer.

“Service” means the DoubleMap modules provided by DoubleMap through the combination of Equipment, Infrastructure, and certain proprietary software.

“Successfully Deployed” means that the Customer and its riders are utilizing DoubleMap infrastructure or service in the course of daily business operations.

“Users” means all actual and prospective Customer passengers on the transit system.

“Warranty” means a separate protection agreement Customer may purchase.

2. TERM, FEES AND PAYMENT

2.1.Term. This Agreement will commence on the Effective Date and will expire twelve (12) months thereafter.

2.2 Renewal. This Agreement will automatically renew for additional one-year terms unless either Party notifies the other at least sixty (60) days prior to the end of the current annual term that such Party does not intend to renew the Agreement. If the Customer wishes to add to the number of their fleet and/or add additional products/services, a new Pricing Exhibit will be issued and added to the terms of this Agreement.

2.3. Fees. Customer shall pay DoubleMap the fees as set forth in the Purchase Order ("PO"). DoubleMap will invoice Customer by email or an otherwise agreed upon method. Such payments include:



2.3.1 An initial Capital Cost fee in the amount and installments set forth in the PO.

2.3.2 Subscription Fees, payable in annual recurring installments. The first Subscription Fee shall be due within thirty (30) days of contract signing. The Subscription Fee for additional years shall be due within thirty (30) days of the anniversary of the contract signing.

2.3.3 Any additional expenses as specifically provided for under the terms of the PO.

2.4. **Additional Services.** If the Customer chooses to add additional products/services product features or increase their fleet quantity during the term of the Agreement, an addendum to this Agreement must be signed by the Customer accepting liability for any additional fees.

2.5. **Custom Features.** At any point during the term of the Agreement that the Customer purchases a custom feature, a projected timeline will be built into the quote. Should the feature take more time than originally projected, DoubleMap will get written approval from the Customer to proceed with development and delivery at a rate of \$105 per hour.

2.6. **Variation.** All prices and fees described herein will remain firm for a period of twelve (12) months from the Effective Date. Standard price and fee increases will be no more than 6% per year to cover inflation and other incidental increases. Any additional increases over 6% will be preceded by sixty (60) days written notice or discussion with the Customer.

2.7. **Payment Timing.** All undisputed fees will be due and payable no later than thirty (30) days after the Invoice Date. The Customer shall advise DoubleMap of the reasons for disputing the invoice in question within ten (10) business days from the Invoice Date. If DoubleMap has not received such notification within such time frame, the invoice in questions will be deemed acceptable by the Customer. All amounts paid are nonrefundable provided and subject to DoubleMap not being in material breach or violation of this Agreement.

2.8. **Payment Procedure.** Customer shall pay all fees in U.S. dollars, and payments shall be sent to the address indicated on the invoice, or as otherwise instructed by DoubleMap in writing. DoubleMap may withhold services or terminate this Agreement if Customer fails to pay an undisputed invoice after being provided thirty (30) days written notice of such delinquency and provided DoubleMap is not in material breach or violation of this Agreement.

2.9. **Taxes.** Prices do not include applicable state and local sales, use and related taxes. Customer shall be responsible for such taxes or will provide proof of tax exemption upon signing of this Agreement.



2.9.1. Late Payments. DoubleMap reserves the right to charge a penalty on any overdue and undisputed charges. DoubleMap may charge a penalty of up to 10% of the total amount of the undisputed invoice if an invoice is thirty (30) days late.

3. SERVICE AND SUPPORT

3.1. Updates and Upgrades. Customer is entitled to receive any maintenance updates to the Service that DoubleMap may release or provide to its other customers that improves or maintains the stability of the Service ("Updates") at no cost to Customer. If new features that add new functionality to the Service ("Upgrades") are offered for sale to DoubleMap's other customers, such features will be offered to Customer at or below the prevailing rate. If DoubleMap provides new features to Customer at no charge for testing or trial, Customer acknowledges that the continued availability, performance, or usefulness of such features are not guaranteed or warranted by DoubleMap and such features may be revoked at any time.

3.2. Equipment Maintenance and Customer Assistance. In order to minimize downtime, Customer shall provide basic, reasonable maintenance of the on-vehicle Equipment when instructed by DoubleMap. Such tasks may include, but are not limited to, checking and replacing fuses, securing loose connections and swapping defective components with replacement parts provided by DoubleMap.

3.3. Warranty. If a Warranty is procured through DoubleMap, DoubleMap's technicians shall perform any Warranty repairs determined by DoubleMap to be outside of Customer's capabilities or responsibilities within two (2) weeks of receiving the reported issue.

3.4. Hardware Integrations. If the project scope requires a hardware integration, Customer shall provide DoubleMap test units and official documentation of the hardware prior to the installation for internal integration testing. If the documentation provided to DoubleMap by the Customer is outdated or incorrect, Customer shall provide correct documentation to DoubleMap within a reasonable time. DoubleMap is entitled to alter project scope timelines if incorrect or outdated information is provided. If DoubleMap is providing hardware to the Customer, the Customer shall have one (1) business day to dispute quantities received in a shipment from DoubleMap.

3.5. Support and Training. DoubleMap may provide support, service and training.

3.6. Availability of Service. DoubleMap will take commercially reasonable measures to maximize the availability of the Service to Customer and Customer's riders. Customer acknowledges that Service will be intentionally unavailable for necessary system maintenance. DoubleMap will give Customer prior notice and will attempt to perform routine maintenance during off-peak times. If performance of work is not able to be completed



during off-peak hours, DoubleMap is entitled to perform the work at a time of its discretion. Customer acknowledges that such entitlement is to ensure continuity of service for the Customer.

3.7. Communications. Customer acknowledges and agrees that the Services relies on various wireless communication networks (GSM/GPRS/CDMA) in Customer's area. Customer acknowledges that DoubleMap is not responsible for the failure of these networks or any gaps in coverage. Customer shall notify the responsible communications provider and work with them to resolve the problem. DoubleMap will provide reasonable assistance to the extent DoubleMap is able in order to resolve any problems.

3.8. Procurement of Data Services. In cases where DoubleMap does provide cellular data, if the Customer is at any point in time able to procure cellular data services at a more attractive rate than DoubleMap, the Customer shall work with DoubleMap in order to operate the service at the more attractive data services rates.

3.9. Interruptions to Service and Credits. Customer shall be responsible for personal or indirect (through its transit representatives) notification to DoubleMap of any service interruptions and DoubleMap will use its best commercial efforts to restore Service expeditiously.

3.9.1 Effect of Service Failure. In any month wherein the Service failed to operate for a total of twenty-four (24) hours or more (which time shall exclude reasonably scheduled maintenance), and if such Service interruption is the fault of DoubleMap, Customer is entitled to a pro-rata credit towards the subsequent invoice, based on the number of affected vehicles and the length of the Service disruption. For example, if on average one-half (1/2) of the Customer fleet vehicles in operation were affected for one-tenth (1/10th) of the time Customer fleet vehicle service was provided to Customer's riders for the month, the credit shall consist of 5% of the subsequent invoice.

3.9.2 Responsibility for Interruptions. DoubleMap is not responsible for Service interruptions caused by the malfunctioning of Customer fleet vehicles or problems with communications availability as described in Section 3.7. DoubleMap is not responsible for service problems related to data procured through third-party hardware.

3.10. Customer Responsibilities. Customer acknowledges that successful operation of the Service is dependent on Customer and its transit representative's use of proper procedures and systems and input of correct data. Customer and its transit representatives shall have the sole responsibility for inputting and protecting the data (e.g. route information, stop locations, departure schedules) used in connection with the Service. The Customer is responsible for providing DoubleMap, Inc. with the necessary information to appropriately integrate with the system and deliver all portions of the Agreement. Customer and its transit representatives are solely responsible for the accuracy and adequacy of the information and



data that it furnishes to DoubleMap for use with the Service, and DoubleMap is not responsible for reductions in Service quality due to Customer action or inaction.

3.10.1 Test Accounts. The Customer will provide to DoubleMap access to a test account to allow for the implementation process to run more smoothly.

3.11. Transportation Department's Responsibilities. DoubleMap acknowledges that in certain cases the Customer is not the owner of the Customer vehicle fleet. The Customer shall work with its vendor or supporting party, in recognition that the Service will mutually benefit all Parties, to closely ensure that all Customer obligations under the Agreement are satisfactorily met.

4. WARRANTY AND DISCLAIMER

4.1. Limited Equipment Warranty. If a warranty is procured through DoubleMap, equipment provided by DoubleMap is warranted against defects in workmanship and material for one (1) year beginning on the Activation Date. DoubleMap may replace, modify, or repair any or all components of the Equipment. DoubleMap is not responsible for equipment provided by the Customer or other third parties. DoubleMap is not responsible for conditions, malfunctions, or damage not resulting from defects in material or workmanship.

4.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, DOUBLEMAP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF CUSTOMER USAGE IN TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPPLIER MAKES NO REPRESENTATION OR WARRANTY THAT THE SUPPLIER'S SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE.

4.3. Customer Acknowledgement. Customer acknowledges that: (i) the Service is an information tool only and is not a substitute for competent management and oversight of the transportation system and personnel; and (ii) the Service is a tool to assist Customer in the management, location and inventory of Customer's transportation resources.

5. LIABILITY

5.1. Limitation of Liability. Neither Party shall be liable for any indirect, special, exemplary, consequential or incidental damages arising out of or in connection with this Agreement (including, without limitation, any damages for lost profits or data or business interruption), whether arising from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or failure of performance, even if DoubleMap has been advised of the possibility of such damages. This limitation upon damages and claims shall



apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

5.1.1. Motor Vehicle Use. DoubleMap shall not be liable to Customer or any third party for any claim or action including costs arising out of the use or misuse of any motor vehicles operated by Customer in conjunction with or separate from the use of DoubleMap infrastructure, including any personal injury claim or action and Customer shall defend, indemnify, and hold DoubleMap harmless from any such claim or action including all legal costs incurred.

5.2. Damages. In no event shall DoubleMap's aggregate liability for all claims under this Agreement, whether arising in agreement, tort or any other legal theory (including, without limitation, negligence or strict liability) exceed an amount equal to the fees paid by client hereunder in the twelve (12) month period preceding the act giving rise to the claim for damages.

5.3. Damaged or Lost Equipment. Customer shall be solely responsible for any Equipment that is lost, stolen, misplaced, damaged, destroyed, or otherwise made unavailable to DoubleMap while in the possession of Customer. Customer shall be solely responsible for the actual cost of damages to the Equipment resulting from Customer's negligence, Customer's abuse, accident, acts of God, acts of third parties, theft, loss, or destruction.

5.4. Compliance with Laws and Payment of Taxes. Customer shall:

5.4.1. Comply with all laws, regulations, and orders relating to this Agreement and the Products;

5.4.2. Pay all applicable taxes, license fees, assessments, and all sales, use, consumption, and all other governmental taxes, charges, fees, fines, or penalties imposed by any government, upon the Products; and

5.4.3. File all necessary declaration and returns required by any governmental authority having jurisdiction.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. Software License. Subject to the terms and conditions in this Agreement, DoubleMap grants to the Customer and the Customer accepts a non-exclusive, non-transferable, revocable license to use the applicable DoubleMap software, documentation, and data in the ordinary course of business and at its place of business.

6.2. General. Customer acknowledges that DoubleMap is the sole and exclusive owner of all rights, title and interest in and to the Service, Equipment, Infrastructure, and all improvements, customizations and enhancements thereto. DoubleMap reserves and retains



all rights not expressly granted to the Customer, including the rights, title and ownership of any related instructions, databases, and technology embedded therein or upon which it is based, and the related patent rights, copyrights, trade secrets, trademarks and all other related intellectual property rights. The terms of this Agreement will govern any software upgrade or update provided by DoubleMap that replaces and/or supplements the original DoubleMap software unless such update is accompanied by a separate license Agreement.

6.3. Trademarks. Customer's name and/or logo may be used to denote them as a customer on the DoubleMap website in order to direct end- users to the public-facing aspects of the Service; If Customer does not want DoubleMap to put Customer's name and/or logo on the DoubleMap website, Customer must notify DoubleMap in writing.

6.4. Ownership. DoubleMap warrants and represents it is the rightful owner or licensee of any and all intellectual property utilized in connection with the services provided under this Agreement.

6.5 Map Interface. DoubleMap is entitled to display any point of interest, e.g., local attraction, on the mobile interface, kiosk or website. DoubleMap is entitled to complete control of the interface to ensure an optimal user experience.

6.6. Restrictions. Customer shall not access or use licensed infrastructure in any way not specifically authorized in this Agreement. Customer shall not:

6.6.1. Attempt to reverse compile, disassemble, or otherwise reverse engineer all or any part of the licensed infrastructure or any other means of circumventing the user interface provided by DoubleMap.

6.6.2. Attempt to disassemble, modify, adapt, access, download, copy, translate, add new features, or interfere with licensed infrastructure without the express written consent of DoubleMap.

6.6.3. Remove, alter or obscure any copyright, trademark notice, restrictive legend, or proprietary notice. This license does not grant Customers any right to use the trademarks, service marks, or logos of DoubleMap or its licensors.

6.7. Inspection Rights. DoubleMap shall retain the right to inspect Customer's use of all equipment, software, infrastructure, and services in order to verify Customer's compliance with licenses granted under this Agreement. Customer shall provide reasonable access to its facilities and DoubleMap will exercise its right to inspect reasonably and during regular business hours.

7.TERMINATION AND BREACH

7.1. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such Party shall so notify the breaching Party in



writing. The breaching Party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been effected. If the breach is not cured within thirty (30) days, the non-breaching Party shall have the right to terminate this Agreement without further notice.

7.2. Effect of Termination and Expiration. Upon termination of this Agreement for any reason, DoubleMap and the Customer shall cooperate in good faith to coordinate the timely removal of all Equipment in the vehicles (or any other DoubleMap products otherwise in Customer's possession). The Customer shall grant DoubleMap reasonable access to all Equipment within thirty (30) days after termination unless otherwise expressly agreed in writing.

7.3. For Customer Breach. Upon termination of this Agreement for a breach hereof by Customer, as a reasonable estimate of actual damages to the business and goodwill of DoubleMap, and not as a penalty, Customer shall pay DoubleMap the amount of five (5) months subscription cost. As a condition to such payment, DoubleMap shall execute and return to Customer a full and complete general release that releases Customer, as well as their employees, directors, agents, contractors, and affiliates, from any and all, claims, causes of action, liabilities, damages, liens, costs or expenses, of any kind whatsoever, whether known or unknown, arising out of or related in any way whatsoever to this Agreement, Customer's or DoubleMap's performance under this Agreement.

7.4. For DoubleMap Breach. Upon termination of this Agreement for a breach hereof by DoubleMap, as a reasonable estimate of actual damages to Customer, and not as a penalty, DoubleMap shall pay Customer, liquidated damages as follows: (i) if prior to the first six months of full deployment of the DoubleMap system, 85% of the initial fees paid by Customer to DoubleMap under the terms of this Agreement; (ii) if after six months of full deployment of the DoubleMap system but within the first year after such full deployment of the DoubleMap system, fifty percent (50%) of the initial fees paid by Customer to DoubleMap. There will be no refund of Capital Costs after ninety (90) days of Successful Deployment. As a condition to any payments due and owing under this Section 7.4, Customer shall execute and return to DoubleMap a full and complete general release that releases DoubleMap, as well as its employees, directors, agents, contractors, and affiliates, from any and all, claims, causes of action, liabilities, damages, liens, costs or expenses, of any kind whatsoever, whether known or unknown, arising out of or related in any way whatsoever to this Agreement, Customer's or DoubleMap's performance under this Agreement.

7.5. Survival. Sections 1, 4.2, 5, 6, 7, 8, 9 and 10 of this Agreement shall survive any termination of this Agreement.

7.6. Payment at Termination. In the event of termination of this Agreement, Customer shall pay DoubleMap for all products and services delivered up to and including the date of termination.



8. DISPUTES

8.1. **Governing Law.** This Agreement and any related disputes shall be governed by the laws and courts of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

8.2. **Dispute Procedure.** Except as otherwise provided for in this Agreement, any disputes concerning a question of fact arising under or related to this Agreement shall be decided in accordance with the following steps.

8.3. **Notice of Dispute.** All disputes shall be initiated through a written dispute notice submitted by either Party to the other Party within fourteen (14) days of dispute.

8.4. **Informal Negotiation.** In the event of any dispute arising under or related to this Agreement, the Parties shall initially attempt in good faith to resolve the dispute through informal negotiation. To initiate information negotiation, a Party must give written notice of the dispute to the other party ("**Negotiation Request**"). The Negotiation Request will state the nature of the dispute and the requested relief. A management official or legal representative will negotiate on behalf of DoubleMap. Following delivery of the Negotiation Request, Customer and DoubleMap shall negotiate as often as reasonably necessary to resolve the dispute. If the Parties are unable to resolve the dispute within thirty (30) days after delivery of the Negotiation Request, then the Parties shall submit the matter to mediation as provided in Section 8.5.

8.5 **Mediation.** If Informal Negotiation is unsuccessful, the Parties shall make a good faith effort to settle any unresolved dispute arising under or related to this Agreement through mediation. Mediation sessions will be held at an agreed upon location or mediator's office in Indianapolis, Indiana. The Parties shall designate a mediator from Marion County. If the Parties are unable to agree on a mediator, each Party shall select one mediator, and the two mediators selected by the Parties shall appoint a third mediator to serve as the sole mediator for the dispute. Each Party shall bear its own costs and expenses for the mediation and an equal share of mediator's fees, except that a Party refusing to submit to mediation under this Section shall pay the costs and fees, including without limitation attorney's fees, incurred by the other Party. If the initial mediation session fails to resolve the dispute, the parties must participate in a second mediation session. In the event the dispute remains unresolved following the second mediation session, then the Parties shall submit the matter to arbitration as provided in Section 8.6.

8.6. **Arbitration.** The Parties shall submit any unresolved dispute arising under or related to this Agreement to final and binding arbitration under the American Arbitration Association's Labor Arbitration Rules ("AAA Rules") as provided in this Section. Arbitration will be conducted in Indianapolis. If the Parties are unable to agree on an arbitrator, each Party shall select one arbitrator, and the two arbitrators selected by the Parties shall appoint a third arbitrator to serve as the sole arbitrator for the dispute. If the two arbitrators selected by the parties are unable to



agree on the third arbitrator, the parties shall follow the appointment procedure outlined in the AAA Rules.

8.7. Litigation. The Parties may agree that the decision of the arbitrator shall not be binding and that either party shall have the right to remedies provided by law.

9. CONFIDENTIALITY

9.1. Care and Protection of Confidential Information. Customer and DoubleMap agree, subject to the requirements of law, to protect any confidential information of the other with at least the same degree of care used to protect its own most confidential information. Customer shall grant access to the password-protected portions of the service and any on-vehicle equipment to their employees and transit provider only, and not to any third party, without DoubleMap's approval.

9.1.1. Definition. "Confidential information" shall include trade secrets, financial information, pricing, proprietary technical information, procedures, algorithms, computer programming techniques and know-how, business information, product samples or prototypes, business practices, records, processes, and data of DoubleMap or its operations, including but not limited to, information related to customers, distributors, sales, financial affairs, pricing, product information, and research and development or any other information that could negatively affect business operations if publicly disclosed, that (a) has been or will be disclosed to Customer under this Agreement, or (b) of which Customer has become or will become aware through its relationship with DoubleMap under this Agreement and is not generally known in the industry or easily obtainable from other sources.

9.2. Third Party Confidentiality. Customer and DoubleMap agree to require affiliates, subcontractors, partners, and any related third party to comply with the confidentiality provision set forth in this Agreement.

9.3 Remedies for Breach of Confidentiality. Customer acknowledges that the remedies at law for any breach of Customer's obligations under this Section would be inadequate and would cause DoubleMap irreparable harm. Therefore, in the event of any breach or threatened breach of Customer's obligations under this Section, Company is entitled to injunctive relief, without posting bond or other security, in any proceeding brought to enforce the provisions. If any court of competent jurisdiction holds that the restrictions contained in this Section are unreasonable as to time or scope, such restrictions will be reduced to the extent necessary, in the opinion of the court, to make them reasonable.

10. NOTICES

Any notice permitted hereunder shall be sufficiently given if delivered in person, or sent by facsimile (with the original sent promptly by ordinary mail), or by registered or certified mail, postage prepaid, or by recognized overnight delivery service, to the address of the





applicable party, and such notice shall be deemed to have been given when so delivered, sent by facsimile or mailed. By such notice either party may change its address for future notices.

For all notices to DoubleMap, Customer shall provide a copy to:

DoubleMap, Inc.

Attn: Ilya Rekhter

101 W. Washington St. Suite 700 Easter

Indianapolis, IN 46204

Customer's address as provided in the PO.

11. MISCELLANEOUS

11.1. Assignment. This Agreement shall be binding on Parties and their successors. Neither party shall assign or transfer its rights or obligations under this Agreement without prior written permission of the other Party, nor will such assignment will be effective until approved in writing by the other Party.

11.2 Severability. If any clause or provision of this Agreement is declared to be invalid or unenforceable by any court of competent jurisdiction, then and in that event the remaining provisions of the Agreement shall remain in force.

11.3. Force Majeure. Neither Party shall be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the Party affected, including but not limited to war, sabotage, insurrection, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other act of God.

11.4. Complete Agreement. This Agreement, including any Schedules hereto, is the entire Agreement between the Parties as to the matters hereunder and there are no other agreements, express or implied. In the case of disagreement in the terms and conditions between the Agreement and any of its Schedules, the Agreement shall control, unless otherwise expressly stated in a Schedule. The headings of this Agreement are for convenience only and shall have no effect on the meaning or interpretation of this Agreement.



11.5. Amendment and Waiver. This Agreement may only be modified by an Addendum in writing signed by an authorized executive of both Parties. No delay or omission by either Party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either Party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.

11.6. Promotion Rights. No public statements concerning the existence or terms of this Agreement will be made or released to any media except with the prior approval of both Parties or as required by law. DoubleMap may publicize its relationship with Customer for marketing and promotion purposes, which may include issuing a press release indicating the relationship or mentioning such relationship on the DoubleMap website (in each case by disclosing Customer's name, general information and/or a link to Client's website).

11.7. Relationship. In making and performing this Agreement, DoubleMap and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between DoubleMap and Customer

11.8. Piggybacking. DoubleMap gives the Customer permission to allow other state and local agencies to piggyback off of this Agreement. For additional requirements concerning piggybacking, see the Federal Transit Administration (FTA) Circular 4220.1F, Chapter V., Paragraph 7(2). (FTA rev: May 2011).

11.9. Agreement Exhibits. The PO and any schedules hereto are an integral part of this Agreement and are deemed incorporated by reference herein.



AMENDMENT #3 to Purchase Order

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

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

VENDOR

DoubleMap, Inc. (TapRide)
429 N Pennsylvania Street, Suite 401
Indianapolis, IN 46204
POC: Alex McTighe / Daniel Ageter
T 917.443.2307 / 317.912.1136
E: alex.mctighe@transloc.com
daniel@doublemap.com

Purchase Order #: 20-2004
Date: 01/13/2021
Vendor ID: 39764

Bill To:

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

Ship To:

NVTA
625 Burnell Street
Napa, CA 94559
POC: Rebecca Schenck, Transit Manager/Senior Planner
T 707.259.8636 E rschenck@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK	JAN'21-MAR'21	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: On-Demand Local Fixed Route				
			TERM EXTENSION FOR CONTINUED SERVICES of				
			equipment/rental and subscription services				
			through March 2021 for ten (10) each Mini-Mobil				
			Terminals (MDT) .				\$0
			All previous terms and conditions of the Agreement				
			(Purchase Order) remain in full force and effect.				
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(17).						Subtotal	\$0
						Tax 7.75%	\$0
							- / -
						TOTAL A#3	\$0

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

ORDER AWARDED AND ISSUED BY

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

1/13/21

NAME AND TITLE
(Signature of person authorized to sign)

DATE

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

DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/TDA 8300 8302002 52515 VINE PUB_TRANSIT



AMENDMENT #2 to Purchase Order

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

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

VENDOR

DoubleMap, Inc. (TapRide)
429 N Pennsylvania Street, Suite 401
Indianapolis, IN 46204
POC: Alex McTighe / Daniel Ageter
T 917.443.2307 / 317.912.1136
E: alex.mctighe@transloc.com
daniel@doublemap.com

Purchase Order #: 20-2004
Date: 10/14/2020
Vendor ID: 39764

Bill To:

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

Ship To:

NVTA
625 Burnell Street
Napa, CA 94559
POC: Rebecca Schenck, Senior Planner
T 707.259.8636 E rschenck@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
BUDDE	OCT-JAN'21	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: On-Demand Local Fixed Route				
			TERM EXTENSION FOR CONTINUED SERVICES of				
			equipment/rental and subscription services				
			through January 2021 for ten (10) each Mini-Mobil				
			Terminals (MDT) .				\$0
			All previous terms and conditions of the Agreement				
			(Purchase Order) remain in full force and effect.				

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(17).

Subtotal	\$0
Tax 7.75%	\$0
	- / -
	- / -
TOTAL A#2	\$0

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

ORDER AWARDED AND ISSUED BY

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

NAME AND TITLE
(Signature of person authorized to sign)

DATE

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

DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/TDA 8300 8302002 52515 VINE PUB_TRANSIT



AMENDMENT #1 to Purchase Order

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

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

VENDOR

DoubleMap, Inc. (TapRide)
429 N Pennsylvania Street, Suite 401
Indianapolis, IN 46204
POC: Alex McTighe
O: 917.443.2307
E: alex.mctighe@transloc.com

Purchase Order #: 20-2004
Date: 07/14/2020
Vendor ID: 39764

Bill To:

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

Ship To:

NVTA
625 Burnell Street
Napa, CA 94559
POC: Alan Budde, Program Manager-Public Transit
T 707.259.8635 E: abudde@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
BUDDE	JUL-OCT '20	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: On-Demand Local Fixed Route				
			TERM EXTENSION FOR CONTINUED SERVICES of				
			equipment rental and subscription services through				
			October 2020 for ten (10) each Mini-Mobil Termi-				
			nals (MDT) .				\$0
			All previous terms and conditions of the Agreement				
			(Purchase Order) remain in full force and effect.				
			(PAGE 1 OF 1)				

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(17).

Subtotal	\$0
Tax 7.75%	\$0
	- / -
	- / -
TOTAL	\$0

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

ORDER AWARDED AND ISSUED BY

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

NAME AND TITLE
(Signature of person authorized to sign)

DATE


Kate Miller (Jul 15, 2020 10:53 PDT)

Jul 15, 2020

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

DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/TDA 8300 8302002 52515 VINE PUB_TRANSIT



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Federal Surface Transportation Reauthorization Project Requests

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve the list of Federal Surface Transportation Project Requests (Attachment 1).

EXECUTIVE SUMMARY

Congress has begun its work on the Reauthorization of the Fixing America's Surface Transportation (FAST) Act, the six-year surface transportation bill. Last month staff advised the board that the House Transportation and Infrastructure (T&I) Committee released a preliminary announcement that it is interested including specific projects in the Act. Since then, both the House T&I and Senate Environmental and Public Works Committees have issued project solicitations. Attachment 1 is a list of projects in priority order that meet the project criteria. Staff is recommending the board approve the Napa Valley Forward SR 29 Roundabouts, the Vine Fleet Electrification, and the St. Helena to Yountville Vine Trail Preconstruction projects.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634/ Email: kmiller@nvta.ca.gov
SUBJECT: Federal Surface Transportation Reauthorization Project Requests

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve the Federal Surface Transportation Reauthorization Project Requests (Attachment 1).

COMMITTEE RECOMMENDATION

None, however staff met with the public works directors and jointly developed the project list. Also, all of the projects are in the Countywide Transportation Plan: Advancing Mobility 2045 which has been presented to Board and all of NVRTA's committees.

BACKGROUND

Congress is currently working on the Surface Transportation Authorization Bill, which is typically a 6-year bill. The new authorization bill will replace the Fixing America's Surface Transportation (FAST) Act which will expire in September. Both the House Transportation and Infrastructure Committee and the Senate Environment and Public Works Committee released solicitations for projects that will be included in the authorization bill. The list of criteria includes:

- Inclusion in the Transportation Improvement Program (TIP).
- Support the Administration's climate change initiatives
- Create jobs
- Complete project funding (Senate criterion only)

The project deadline for the Senate submittal was on March 9th; and the deadline for the House submittal was April 12th. Given the lack of time to develop the list, staff only

submitted the SR 29 Napa Valley Forward roundabouts in the Senate request. As noted, the other projects were a collaboration with the jurisdictions' public works directors.

Based on conversations with Congressional staff and given the funding limits each member is likely to receive, Staff pared down the projects to the highest priorities. Table 1 shows the project, the total amount requested and the total project cost for the top three priorities:

Table 1: Project Priorities for the Surface Transportation Reauthorization

Project Name	Funding Request	Total Project Cost
Napa Valley Forward SR 29 Roundabouts	\$15 million	\$20 million
Vine Fleet Electrification	\$7 million	\$9.3 million
St. Helena to Yountville Vine Trail – Preconstruction	\$3 million	\$3.5 million

ALTERNATIVES

The Board could decide not to approve the project priorities and staff would reach out to Senate and House staff and withdraw NVTa's project submittals.

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.

Goal 4: Support Napa County's economic vitality.

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

The proposed projects are a mix of multi-modal Safety and Mobility improvements and therefore serve the entire community, improve system safety by providing multi-modal travel options. The highway projects will reduce speeds and conflicts that contribute to collisions. All of the proposed projects will create jobs. In addition, the proposed projects will reduce congestion and improve bike and pedestrian access to encourage visitors from around the world to visit. All projects encourage alternative modes and therefore would reduce energy consumption and emission impacts caused by fossil fuels.

ATTACHMENT(S)

- 1) Federal surface transportation reauthorization project candidates

FY 2022-2025 Federal Surface Transportation Authorization Project Appropriations Requests

TIP ID	Project Title	Project Description	Total Project Cost	Earmark Request	Fiscal Year Earmark Request					
					FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
NAP190007	SR 29 Roundabouts - Napa Valley Forward	Improve intersections at SR 29 and Rutherford, Oakville, and Madison. The projects will make multi-modal operational improvements which entails mini-roundabouts, bike/pedestrian crossings to improve safety, reduce traffic congestion, and meter traffic to improve overall traffic operations along the corridor.	\$20 million	\$15 million	\$ 15,000,000					
NAP110014	St. Helena to Yountville Vine Trail	The project would complete a 10 mile Napa Valley Vine Trail gap between St. Helena and Yountville. When completed, the Napa Valley Vine Trail will be 47 miles and connect all of the Cities and Town in Napa Valley with the Vallejo Ferry Terminal in Solano County. This project would create a continuous trail from Calistoga to the southern end of Kennedy Park south of the City of Napa.	\$3.5 million	\$3 million	3,000,000					
			\$13 million	\$8.5 million				8,500,000		
NAP090005	Vine Fleet Electrification	Transition diesel fleet to electric - (1) 30' bus; (4) 35' buses and (4) 40' buses	\$9.3 million	\$7 million	4,400,000		900,000	4,000,000		
	SR 29 in American Canyon Complete Street and Revitalization Project	Complete street improvements on SR 29 between American Canyon Road and Napa Junction in American Canyon. The project would make safety and aesthetic improvements along the corridor. The project includes class 1 facilities on the east and west side of the highway, transit passenger amenities and operational improvements to potentially run bus shoulder running/transit signal priority along the corridor. The project will also make median improvements including landscape and pedestrian refuges at intersections to improve safety.	\$30 million	\$10 million						10,000,000
NAP190005	Highway/Transit Emergency Operations Center	The project would include a highway control center, transit emergency operations center, including electric battery storage to monitor traffic conditions and direct traffic through changeable message signs. The project would greatly improve emergency evacuation through limited corridors to ensure evacuation operations run smoothly and traffic is directed to various locations to reduce congestion and safety. The project will include parking for emergency operations. The project is located adjacent to the Vine Transit facility just off SR 29 and SR 12.	\$10 million	\$8.5 million				8,500,000		
NAP110014	Vine Trail/Vine Transit Gateway Access	This facility is located at the terminus of the Napa Valley Vine Trail and would make parking and pedestrian improvements at the most northerly part of the trail. The facility will also be used as a park and ride for the Vine Transit system which connects to regional and local routes.	\$1 million	\$ 800,000				800,000		
					\$ 22,400,000	\$ -	\$ 900,000	\$ 21,800,000	\$ -	\$ 10,000,000



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Coronavirus Response and Relief Supplemental Appropriations Act of 2021 – Regional Transportation Improvement Program Funds

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution 21-13 programming \$777,652 in Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funds to Soscol Junction of which 5% will go towards Planning Programming and Monitoring (PPM).

EXECUTIVE SUMMARY

The Federal CRRSAA relief funds apportioned \$912 million to the State for Federal Highway Projects. From this amount, the California Transportation Commission (CTC) authorized \$243 million to be distributed through the State Transportation Improvement Program (STIP). STIP funds are distributed 75% to the Regional Transportation Improvement Program (\$182 million) and 25% through the Interregional Transportation Improvement Program (\$61 million). RTIP funds are distributed at the regional level by the Metropolitan Transportation Commission (MTC). MTC received \$30 million under the CRRSAA RTIP program of which \$777,652 is for Napa County.

Staff is proposing to program Napa's full amount of CRRSAA funds through a mid-cycle RTIP process to Soscol Junction to gap the anticipated shortfall in local developer fees. Five percent of the funds will be designated PPM funds and go to NVRTA to administer the RTIP.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634/ Email: kmiller@nvta.ca.gov
SUBJECT: Coronavirus Response and Relief Supplemental Appropriations Act of 2021 – Regional Transportation Improvement Program Funds

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution 21-13 programming \$777,652 in Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funds to Soscol Junction of which 5% will go towards Planning Programming and Monitoring (PPM).

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Metropolitan Transportation Commission (MTC) has released the 2021 Mid-Cycle RTIP Policies, Procedures and Schedule to guide programming request from the CRRSAA relief funds approved in 2021. The CRRSSA funds bring \$64 million in new transportation funds to the region, of which \$30 million is being distributed through the RTIP process. Napa County's share of new RTIP funds is approximately \$777,000. These funds are on a very quick timeline to be programmed to any project that is currently in the 2020 RTIP. The deadline to submit mid-Cycle RTIP application materials to MTC is May 1, 2020.

Soscol Junction has a small funding shortfall in the form of local developer fees that have not yet come to fruition, and although staff is anticipating a favorable bidding environment, the project has not gone out to bid and the final construction costs are unknown. The current funding plan anticipates \$3.714 million in local developer fees, of which \$848,000 have been secured. The County of Napa has committed local developer fees to the project as has Napa Pipe, but there is uncertainty about the timing of these funds. The

additional CRRSAA funds can help gap the current shortfall and can be programmed quickly since the project is already in the STIP.

Table 1. Current Soscol Junction Funding Plan

Phase	Total Dollars (\$1,000s)	Funding Source
Project Approval and Environmental Document	\$6,100	STIP
Plans, Specifications and Estimates	5,045	STIP
Right of Way	300	STIP
Construction Support	3,714	Local
	422	LPP Formula
	864	STIP
Construction	22,555	STIP
	25,000	SCCP
Total	\$64,000	

ALTERNATIVES

The Board could decide not to approve the CRRSAA funds for Soscol Junction and instead elect to have them rolled into Napa's RTIP share and be programmed under the 2022 RTIP cycle later this year.

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.

Goal 4: Support Napa County's economic vitality.

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

The Soscol Junction Project provides safety and improved mobility for all modes at a critical south Napa County intersection. The project will reduce congestion and greenhouse gas emissions and improve bicycle and pedestrian access and mobility. The project will also improve a critical emergency evacuation corridor, increase freight throughput and create over 1,000 jobs.

ATTACHMENT(S)

- 1) Resolution 21-13 Approving Napa RTIP CRRSAA funds
- 2) 2021 Mid-Cycle RTIP Policies, Procedures and Schedule

RESOLUTION No. 21-13

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
APPROVING THE REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM
(RTIP) CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL
APPROPRIATIONS ACT (CRRSAA) FUNDS**

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

WHEREAS, the Metropolitan Transportation Commission is designated by the California Transportation Commission (CTC) to program Regional Transportation Improvement Program (RTIP) in the Bay Area, and

WHEREAS, the NVTA, as the County Transportation Agency, administers the RTIP in Napa County, and

WHEREAS, MTC has released a mid-cycle RTIP call for projects to program the CRRSAA funds, and

WHEREAS, NVTA programmed the 2020 RTIP projects in 2019 which includes Soscol Junction and covers Fiscal Years 2020-21 through 2024-25,

NOW, THEREFORE, BE IT RESOLVED, that the Napa Valley Transportation Authority (NVTA) approves revising the RTIP to include the addition of CRRSAA funds to the projects listed in Table 1.

Table 1. CRRSAA RTIP Funds for Napa County

Project	Funding	Sponsor
Soscol Junction	\$738,769	NVTA
Planning, Programming and Monitoring (PPM)	\$38,883	NVTA
Total	\$777,652	

Passed and Adopted the 21st Day of April 2021.

Alfredo Pedroza, Chair, NVTA

Ayes:

ATTEST:

Noes:

Laura Sanderlin, NVTA Board Secretary

Absent:

APPROVED:

DeeAnne Gilick, NVTA Legal Counsel

DRAFT – 4/8/2021

**2021 Mid-Cycle RTIP Augmentation
Policies, Procedures, and Schedule**

April 2021

**Metropolitan Transportation Commission
Programming and Allocations Section
<http://mtc.ca.gov/our-work/fund-invest>**

RTIP
Regional Transportation Improvement Program

2021 Mid-Cycle RTIP
Policies, Procedures, and Schedule
Table of Contents

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2021 Mid-Cycle RTIP Policies, Procedures, and Schedule

Background

The State Transportation Improvement Program (STIP) is the State's spending program for state and federal funding. The STIP is comprised of the Regional Transportation Improvement Program (RTIP) and the Interregional Transportation Improvement Program (ITIP). The federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funds (COVID-19 Relief funds) apportioned \$912 million to the State. From this amount the California Transportation Commission (CTC) authorized \$243 million to be distributed through the STIP as follows: seventy-five (75%) percent through the Regional Improvement Program (\$182 million) and twenty-five percent (25%) through the Interregional Improvement Program (\$61 million). The seventy-five percent (75%) distribution in the STIP flows to regions by formula through their RTIPs. Regions throughout the state are directed to program the funds.

2021 Mid-Cycle RTIP Development Principles

The following principles, as outlined in MTC Resolution No. 4398, will frame the development of MTC's 2021 Mid-Cycle STIP amendments.

- MTC will work with CTC staff, each Congestion Management Agency and Countywide Transportation Planning Agency, collectively known as the Bay Area County Transportation Agencies (CTAs), transit operators, Caltrans, and project sponsors to prepare amendments to the 2020 STIP.
- Investments made in the RTIP must carry out the objectives of MTC's Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) and be consistent with its improvements and programs.
- MTC may choose to consult with counties to consider programming a portion of their RTIP shares for projects that meet a regional objective.
- MTC will continue to work with CTAs, transit operators, Caltrans and project sponsors to aggressively seek project delivery solutions. Through the use of AB 3090 authority, GARVEE financing, and federal, regional, and local funds and funding exchanges, MTC will work with its transportation partners to deliver projects in the region.
- Each county's project list must be constrained within the county share limits unless arrangements have been made with other counties to aggregate the county share targets. MTC continues to support aggregation of county share targets to deliver ready-to-go projects in the region. CTAs that submit a list that exceeds their county share must identify and prioritize those projects that exceed the county share target.

Key Policies and Guidance

All new programming and proposed amendments must align with the CTC's adopted 2020 STIP guidelines and MTC's adopted 2020 RTIP Policies and Procedures, Resolution No. 4398. The permanent STIP and RTIP Guidelines will apply to the management of the projects that are amended through the 2021 Mid-Cycle programming. The following policies serve as the primary guidance in the development of the 2021 Mid-Cycle amendments.

New Policies Specific to the 2021 Mid-Cycle STIP

The CTC's 2021 Mid-Cycle STIP Guidelines establishes the policies and procedures for the development and adoption specific to the distribution of the COVID-19 Relief funds. The draft guidelines released at the March CTC meeting are intended to be streamlined and provide a degree of flexibility for the regions and the state to utilize the funds as soon as possible. CTC staff will present final guidelines for adoption at the May CTC meeting. MTC will not adopt any additional policies or procedural changes for this programming cycle.

Allocations by August 2024

Projects programmed with these funds must receive an allocation by August 2024 to receive federal obligation of funds by the statutory September 30, 2024 deadline. If a project does not receive an allocation by this date, the project will lapse.

Regional Planning, Programming, and Monitoring Funds

The CTC's draft 2021 Mid-Cycle STIP guidelines allow all counties to program up to 5% of their county share to Planning, Programming, and Monitoring (PPM) purposes in the STIP. For the 2021 Mid-Cycle STIP, MTC will not withhold additional funds from each county's PPM for regional PPM activities; therefore, the CTA may withhold the entire 5% for the CTA's PPM activities.

Senate Bill 1 Competitive Projects & Regional Measure 3 Backfill

MTC's 2020 RTIP guidelines required Senate Bill 1 (SB1) competitive program applicants to use RTIP funds as match before MTC committed any other regional discretionary funding. Five projects selected for funding in the SB1 competitive programs also identified MTC Regional Measure 3 (RM3) funds as local match. RM3 is still under litigation and funds are not available to match SB1 funds in the near term; therefore, 2021 Mid-Cycle STIP funds may be used to backfill the unavailable RM3 funds. For Marin and Solano Counties, MTC requires those counties to program their county shares to the US-101 Marin-Sonoma Narrows Segment B7 and I-80 Express Lanes, respectively, to offset the RM3 funding gap, less funds for Planning, Programming, and Monitoring activities. The STIP funds would be eligible to be repaid by RM3 funds via a Letter of No Prejudice (LONP) arrangement to the respective CTA. However, if RM3 repayment is delayed beyond the fiscal year 2023, MTC reserves the right to charge interest on the loaned federal funds, to be deducted from the STIP LONP, subject to funding agreements with each county.

2021 Mid-Cycle RTIP Development Schedule

Development of the 2021 Mid-Cycle RTIP under these procedures will be done in accordance with the schedule outlined below.

METROPOLITAN TRANSPORTATION COMMISSION 2021 Mid-Cycle Regional Transportation Improvement Program Development Schedule (Subject to Change) April 1, 2021	
March 24, 2021	CTC adoption of 2021 Mid-Cycle STIP Schedule and Share Distribution; presentation of draft Mid-Cycle STIP Guidelines
April 8, 2021	MTC Staff CTA Outreach (Review process, key dates, fund estimate incl. PPM, call for projects, new project requirements, amendment requirements)
April 19, 2021	Draft Project List and Proposed Amendments Due to MTC
April 23, 2021	2021 RTIP Mid-Cycle List of Projects due to CTC
May	CTAs Scheduled Adoption of Final Projects and Amendments
May 1, 2021	Deadline for RTIP Mid-Cycle Applications to MTC (CTA Letter to MTC summarizing all requested actions, TIP entries in FMS, updated ePPRs or CTIP PPRs)
May 1, 2021	Deadline for new project RTIP Applications to MTC (Complete Streets Checklists, Project Study Reports)
May 12, 2021	CTC Adopts 2021 Mid-Cycle STIP Guidelines
May 12, 2021	Earliest opportunity for New Projects and Amendments Presented to the CTC (Notice to Amend the 2020 STIP)
May 12, 2021	MTC Programming and Allocations Committee (PAC) 2021 Mid-Cycle STIP - Information Item
June 1, 2021	Deadline for Resolutions of Local Support for new project programming
June 16, 2021	MTC Programming and Allocations Committee (PAC) scheduled review and concurrence of final proposed RTIP Projects/Amendments
June 23, 2021	Earliest opportunity for New Projects and Amendments for Approval by CTC Second opportunity for New Projects and Amendments for Notice by CTC
August 18, 2021	Second opportunity for New Projects and Amendments for Approval by CTC

County Share Targets

The table below provides the county share targets for each county for the 2021 Mid-Cycle STIP. Each county's project list, due to MTC in draft form by April 19, 2021, should be constrained within these county share limits. It is expected that MTC's RTIP will be developed using a region-wide aggregate of county-share targets.

2021 Mid-Cycle State Transportation Improvement Program Bay Area County Share Targets			
County	Target	PPM Max	County Target Less PPM
Alameda	\$6,307,785	\$315,389	\$5,992,396
Contra Costa	\$4,318,672	\$215,934	\$4,102,738
Marin	\$1,180,951	\$59,048	\$1,121,903
Napa	\$777,652	\$38,883	\$738,769
San Francisco	\$3,203,408	\$160,170	\$3,043,238
San Mateo	\$3,260,185	\$163,009	\$3,097,176
Santa Clara	\$7,473,199	\$373,660	\$7,099,539
Solano	\$1,957,358	\$97,868	\$1,859,490
Sonoma	\$2,405,208	\$120,260	\$2,284,948
	\$30,884,418	\$1,544,221	\$29,340,197

Fund Eligibility

While the federal Coronavirus Response and Relief Supplemental Appropriations Act funds may be used for a broad range of surface transportation purposes listed in Section 113(b) of Title 23 of the U.S. Code and are meant to “prevent, prepare for, and respond to coronavirus,” the STIP imposes additional restrictions on the CRRSAA funds. Eligible project types as outlined in the 2020 STIP guidelines include improvements to state highways, local roads, public transit, intercity rail, pedestrian and bicycle facilities, grade separations, transportation system management, transportation demand management, soundwall projects, intermodal facilities, and safety.

Additionally, counties may program up to five percent (5%) of the county share target for PPM. Activities eligible for CRRSAA funds, but ineligible in the STIP, including routine maintenance; operations; personnel; salaries; contracts; debt service payments; and availability payments; as well as transfers to public tolling agencies, must be programmed as STIP PPM. Counties may program up to five percent (5%) of the county share target for PPM.

Programming Options

A county may choose to program shares from this cycle in one or more of the following ways:

New Project Programming

A county may choose to program new projects up to their total target amount. For each new project nominated for funding in the 2021 Mid-Cycle STIP, regions and Caltrans shall submit an electronic Project Programming Request (ePPR), identifying the scope, cost, and schedule. Nominations of new projects for programming must be approved CTA. For a project to be programmed in Fiscal Year 2021-22, the ePPRs must be submitted electronically to the Commission by April 23, 2021. The ePPR is located at <https://calsmart.dot.ca.gov/>

Augment Existing Funding Plans

A county may program additional funds on a currently programmed project to address project cost increases, add scope or supplant local funds with STIP funds. The project must be programmed in Fiscal Year 2021-22 or later. For each project revision identified in the 2021 Mid-Cycle STIP, the sponsor shall submit a revised Project Programming Request (PPR) exported from the California Transportation Improvement Program System (CTIPS).

Advance Currently Programmed Project

A county may propose to advance projects that are currently programmed in later years of the STIP. Approval of advancing more than the target amount will not be considered unless the project has other funds that are eligible to be advanced. The CTC will not consider advancing projects prior to the June CTC meeting. For each project revision identified in the 2021 Mid-Cycle STIP, the sponsor shall submit a revised Project Programming Request (PPR) exported from the California Transportation Improvement Program System (CTIPS).

Delay programming of 2021 Mid-Cycle STIP funds to the 2022 STIP

A county may choose to delay programming their target shares. The unprogrammed shares will be accounted for in the 2022 STIP Fund Estimate distribution.

Submissions

Each CTA will request MTC concurrence for the proposed programming changes by transmitting a letter to MTC summarizing the 2021 Mid-Cycle programming with an explanation and justification of the need with the following attachments:

For new project programming:

- Copy of CTA's board approval
- Submittal of TIP Revision Request through FMS – <http://fms.mtc.ca.gov>
- RTIP Application form including: - <http://www.mtc.ca.gov/stip>
 - Resolution of local support
 - Electronic Project Programming Request (ePPR) form
 - Project Study Report (PSR), or equivalent.
 - Complete Streets Checklist, as applicable

For augmenting existing programming:

- Revised Project Programming Request (PPR) Form from CTIPS – <https://ctips-prod.dot.ca.gov/ctips/LoginMediatorForm.do>
- Submittal of TIP Revision Request through FMS – <http://fms.mtc.ca.gov>

For advancing project programming:

- Revised Project Programming Request (PPR) Form from CTIPS – <https://ctips-prod.dot.ca.gov/ctips/LoginMediatorForm.do>
- Submittal of TIP Revision Request through FMS – <http://fms.mtc.ca.gov>

For delaying programming until the 2022 STIP:

- Copy of CTA's board approval

Each CTA is responsible for ensuring the packages submitted by the project sponsors are complete, and the proposed changes are consistent with the Regional Transportation Plan, and Congestion Management Plan, or Capital Improvement Program as appropriate. The CTAs shall check to ensure the proposed changes meet MTC, CTC and other state or federal guidance and regulations. As mentioned in the Guiding Principles of the 2020 RTIP Policies and Procedures, the CTA must consider equitable distribution of projects in accordance with Title VI. Following CTA concurrence of the request, the complete package is forwarded to MTC.

MTC Programming Actions

All changes, including any requests to program a new project, will be presented to MTC's Programming and Allocations Committee (PAC) to determine MTC's concurrence. MTC staff will place the request on the June MTC PAC meeting agenda for concurrence of all proposed changes. Following approval by PAC, MTC will send a Letter of Concurrence to Caltrans District 4, Caltrans HQ, and the CTC with a copy to the appropriate CTA.

Timely Delivery of Programmed Funds

As mentioned above, projects programmed with 2021 Mid-Cycle STIP funds must receive an allocation by August 2024 in order to receive federal obligation of funds by the statutory September 30, 2024 deadline. If a project does not receive an allocation by this date, the project will lapse. Projects programmed in the STIP must also adhere to the delivery policies established in MTC Resolution 3606. Unless coordination with other funding sources and programs requires a later date, requests for STIP extensions, amendments to delay existing STIP projects and STIP allocations are due to Caltrans Local Assistance no later than January 31 of the fiscal year the funds are programmed in the STIP. This is to ensure STIP projects do not miss the June 30 end-of year delivery deadlines imposed by the CTC.

A due date schedule is prepared each year for the submittal of STIP requests. This schedule is posted on the internet at: <https://dot.ca.gov/programs/transportation-programming/office-of-etc-liaison-etc> In addition, [MTC Resolution 3606](#) imposes regional deadlines in advance of state and federal timely use of funds deadlines, to ensure funds are not lost to the region.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Federal and State Legislative Update

STAFF RECOMMENDATION

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

EXECUTIVE SUMMARY

The memos attached will provide the Board with federal and state legislative updates.

The federal report provides updates on President Biden's \$2 trillion infrastructure plan, *The American Jobs Plan*.

The State Legislative memo reports on Governor Newsom's selection of Assemblyman Rob Bonta as the next Attorney General of California, and approved early budget actions for reopening schools and extending COVID paid sick leave provisions. It also provides details on the \$9.5 billion Golden State Stimulus; an overview of the "Blueprint for a Fire Safe California"; a summary of the California State Transportation Agency's (CalSTA's) draft Climate Action Plan for Transportation Infrastructure (CAPTI) plan; as well as overviews on AB 455 (Bay Bridge Fast Forward Program) and SB 674, (California Jobs Plan Act of 2021).

FISCAL IMPACT

None



April 21, 2021
NVRTA Agenda Item 9.8
Continued From: New

Action Requested: APPROVAL

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 (NVRTA) Board receive the State Legislative update prepared by Platinum Advisors (Attachment 1) and approve three board position recommendations on the State Bill Matrix (Attachment 2).

EXECUTIVE SUMMARY

Federal Update:

On March 31st, the Biden Administration released the American Jobs Plan. Included in the 8-year plan is \$2 trillion for improving and rehabilitating the nation's infrastructure. The proposed improvements are comprehensive and include streets, roads, bridges, climate change initiatives such as clean buses and vehicles, modernizing electric transmission systems, modernizing schools, high speed broadband, building and restoring housing, and drinking water infrastructure. Specifically for transportation, plan includes \$625 billion to fix highways, rebuild bridges, upgrade ports, airports and transit systems.

For surface infrastructure, the American Jobs Plan includes:

- \$85 billion to modernize existing public transportation and for transit expansion;
- \$174 billion for domestic investments in electric vehicle and battery manufacturing, including tax incentives and grants programs;
- \$20 billion for a new program that provides transportation accessibility for disadvantaged areas.

The Plan would be funded by increasing corporate tax rates, discouraging multi-national companies from shifting profits overseas, reducing corporate tax havens, and ramping up enforcement

State Update:

Attached is the State legislative update (Attachment 1) and the State Bill Matrix (Attachment 2) recommending three bills for board action:

- Budget Item. The California Transit Association is requesting at least \$80 million in cap-and-trade funds for transit agencies within the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP). Staff recommends that the Board take a **support** position on this item.
- AB 629 (Chiu D) was amended to contain an outline of a proposal to improve transit coordination in the Bay Area, and include reports on work underway on wayfinding, fare integration, and real-time route information. Staff recommends that the board take a **watch** position on this bill.
- SB 674 (Durazo D) create the California Jobs Plan Act of 2021, which sets the goal of maximizing and supporting the creation of equitable high-quality transportation and related manufacturing and infrastructure jobs in California. However, this bill would create new procurement rules and procedures for state and local public transportation. Staff recommends that the board take a **watch** position on this bill.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments

FISCAL IMPACT

Is there a Fiscal Impact? No

ATTACHMENTS

- (1) March 30, 2021 State Legislative Update (Platinum Advisors)
- (2) March 30, 2021 State Budget Update (Platinum Advisors)



March 30, 2021

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

New Attorney General: Governor Newsom has selected Assemblyman Rob Bonta to fill the vacancy as the next Attorney General of California. Assemblyman Bonta has long been one of the front runners for this highly coveted appointment. The Office of Attorney General is considered the second most powerful office in the state and has been a reliable launching pad for politicians seeking higher office. Assemblyman Bonta was born in the Philippines and brought up by parents who helped César Chávez and Dolores Huerta unionize farmworkers.

With this pick, the Governor is priming the state to take a significantly different approach to criminal justice — one that could help him shore up progressive support ahead of a likely recall election, but could also alienate moderates and law enforcement. The appointment process requires confirmation from both the Senate and Assembly; however, it is only a matter of time before the confirmation votes are cast.

Early Action Agreement: Growing revenues made it easier for the Governor and Legislature to reach a deal on a package of early action budget items. Governor Newsom signed the early action agreement last month. The following week the Legislature approved, and the Governor signed AB 86, which provided \$6.6 billion to reopen schools. The Legislature also approved, and the Governor signed SB 95, which would extend the expanded paid sick leave provisions that ended in December. This bill would require all public and private employers with 25 or more employees to provide up to 80 hours of paid sick leave for COVID related absences. This allowance is retroactive to January 1, 2021 and would expire on September 30, 2021. This is similar to an allowance that expired on December 31, 2020, and it appears to be an additional 80 hours of similar sick leave that may have been taken under the prior allowance.

The stimulus package totals \$9.5 billion in current year spending. The package focuses on low-income state stimulus and small business relief, and includes the following elements:

- One-time \$600 checks to low-income individuals through a Golden State Stimulus, including those low-wage workers eligible for earned income tax credits.
- An additional \$2 billion to the California Small Business COVID-19 Relief Grant program, with a maximum grant size of \$25,000 per business.
- A deduction for small businesses up to \$150,000 in expenses covered by the federal Paycheck Protection Program and federal Economic Injury Disaster Loan funds.
- Two years of fee relief for 59,000 restaurants and bars licensed through Department of Alcoholic Beverage Control. The agreement also reflects fee relief for more than 600,000 barbering and cosmetology individuals and businesses licensed through the Department of Consumer Affairs.
- Additional emergency financial aid for low-income community college students (\$100 million) and farm workers required to quarantine (\$24 million).
- Allocation of \$400 million in federal aid approved by Congress in late December for state-subsidized childcare and preschool providers.
- Restoration of cuts made in the current fiscal year for the University of California, California State University, the Judicial Branch, Child Support Services, and for moderate-income housing.

Blueprint for a Fire Safe California: The Senate’s Wildfire Working Group released their [“Blueprint for a Fire Safe California,”](#) a budget framework for California’s wildfire response needs. The group, which has been meeting for two years, is comprised of co-chairs Senators Susan Rubio (D-Baldwin Park) and Mike McGuire (D-Healdsburg) with Senators Benjamin Allen (D-Santa Monica), Bill Dodd (D-Napa), Monique Limón (D-Santa Barbara), Nancy Skinner (D-Berkeley), and Henry Stern (D-Los Angeles) participating. A brief summary of the recommendations are as follows:

- *Train and Deploy a Fire Resiliency Workforce:* Expand the firefighter ranks at CALFIRE; expand the mission of the California Conservation Corps and local conservation corps to backfill inmate fire crews, perform post-fire ecological and watershed restoration, vegetation management, wildfire hazard mitigation, and defensible space and home hardening; and create regional pilot projects to support the expansion of career development.
- *Implement Modern-Day Vegetation, Forest Management, and Community Hardening Plans:*
 - Remove dead/dying trees in the Sierra and Coastal Ranges
 - Advance a Southern California fire prevention strategy
 - Deploy enhanced vegetation management plans
 - Create an enhanced plan for watershed restoration
 - Create fire-safe developments and restrict development
 - Enhance hardening initiatives in high fire threat communities
 - Partner with appropriate entities to educate and train professionals
 - Develop liability and contracting standards

- Expand a current pilot project to deliver forest materials to the nearest biomass facility
- Increase the use of prescribed burns
- Work with the federal government to expand partnerships
- Ensure that investments in fire ecologies avoid type conversion, erosion, soil disturbance, and the spread of flammable nonnative grasses and weeds.
- *Expand Consumer Access to the Homeowners' Insurance Market:* Advance mitigation strategies that reduce the risk of loss to homes in high-risk communities; identify where state and local data collection used in loss models can be coordinated; establish a risk pooling mechanism for local governments; and create a mechanism to fund fire-related risk reduction projects.
- *Short and Long-Term Funding:* Develop finance plans for wildfire, climate, watershed, and forest health and perform an economic impact report on mega-wildland fires.

While the Governor's budget includes \$1 billion for fire resilience efforts, including \$323 million in early action appropriations, the Senate is pushing to increase this amount and accelerate a greater share of funds to the early action allocation.

CAPTi: CalSTA (California State Transportation Agency) released its draft Climate Action Plan for Transportation Infrastructure (CAPTI). CAPTI is the draft plan on how CalSTA proposes to implement the Executive Orders issued by Governor Newsom on combating climate change. The vision for the Action Plan is to outline a holistic framework that aligns the state's transportation infrastructure investments with the state's climate, health, and social equity goals. The Plan was discussed at a public workshop on March 18th, as well as presented at the California Transportation Commission (CTC) meeting on March 24th, and will also be discussed at the joint CTC-CARB (California Air Resources Board)-HCD (Housing and Community Development) meeting on April 8th. In addition, comments can be submitted to CalSTA until May 4th via [CAPTI@CalSTA.ca.gov](mailto:CAPTi@CalSTA.ca.gov). The final report will be submitted to the Governor and Legislature no later than July 15th, 2021.

The full report can be found at <https://calsta.ca.gov/-/media/calsta-media/documents/capti-2021-calsta.pdf>. While this report is not lengthy, it is packed with proposed changes to guidelines governing nearly every transportation funding program. The following are a few of the changes being proposed.

- The CTC will update the Solutions for Congested Corridors Program (SCCP) Guidelines and scoring criteria to better prioritize projects that provide travelers with options to opt out of congestion and update the SCCP Guidelines to require that all projects be a part of a multimodal corridor plan consistent with the CTC's Comprehensive Multimodal Corridor Plan Guidelines.

- In collaboration with CARB, CalSTA will develop a new Clean Fleet and Facilities Network Improvement project category within the Transit and Intercity Rail Capital Program (TIRCP) to provide additional support and funding to transit agencies needing to replace their aging vehicle fleets with zero emissions vehicles (ZEVs).
- Update the Trade Corridor Enhancement Program (TCEP) Guidelines to prioritize projects that improve freight movement, while also reducing emissions of diesel particulates, greenhouse gases, and other pollutants by creating or improving zero emissions infrastructure.
- Increase funding for Active Transportation Program projects by exploring the ability to allow a local contribution from an existing program that would be met with a state match from the State Highway Account, or take small continuous contributions from across several programs (e.g., SHOPP [State Highway Operation and Protection Program], TCEP, SCCP, TIRCP, etc.) to minimize impact to any single funding source.
- Caltrans will work with state agency partners to develop and implement an Equity Index tool to assist in the evaluation and prioritization of the department's projects.
- Caltrans will develop and implement a departmental Climate Action Plan (CCAP) to establish baseline and reduction targets for greenhouse gas (GHG) emissions and VMT from all sources,
- In coordination with CARB and CalSTA, Caltrans will prioritize inclusion of zero-emission freight projects in the California Freight Mobility Plan (CFMP) project list.

Bay Bridge Corridor: Assemblyman Rob Bonta introduced AB 455 to create the Bay Bridge Fast Forward Program, with the goal of improving transit service and people through-put along the Bay Bridge Corridor into San Francisco. While Assemblyman Bonta has been selected as the next Attorney General, his office plans to move the legislation while the confirmation process proceeds. Once he is confirmed, the fate of this bill is unclear. Another Assembly member can pick the bill up, but Assembly leadership and the Rules Committee are currently sorting that process out.

As introduced, the bill proposed a detailed process to improve the through-put of buses and high-capacity vehicles, with the ultimate step if congestion relief targets are not met of developing a plan to establish a transit only lane on the Bay Bridge. AB 455 was recently amended to scale back the scope of the bill. The current version of the bill would allow the Bay Area Toll Authority in consultation with Caltrans to designate a transit only lane on the Bay Bridge. The bill defines a transit only lane to allow for buses, taxis, and vanpools use the dedicated lane. In addition, other high-occupancy vehicles may be allowed to use the lane if the travel time in the lane does not fall below 45 mph during the peak commute times.

Transit Coordination: While the work of the Transit Recovery Task Force continues, Assemblyman David Chiu has amended AB 629 to contain an outline of a proposal to improve transit coordination in the Bay Area. The amended version is substantive enough to be heard by the Assembly Committee on Transportation. In short, the provisions in AB

629 are fairly noncontroversial and in general outlines the need for reports on work already underway. The controversial content will likely not arise until this measure reaches the Senate and when the recommendations made by the Task Force are complete. As drafted AB 629 contains the following provisions:

- The bill does not call for the creation of a transit network manager, but it does include intent language calling for the institutionalization of transit system network management that take into consideration the recommendations Transit Recovery Task Force.
- Intent language also declares the need for transit agencies, congestion management agencies, and the Metropolitan Transportation Commission (MTC) to work toward an integrated, seamless, easy to use regional transit system from the user perspective, equitably expand service, and prioritize reforms that create a more seamless network.
- MTC in consultation with transit agencies, county transportation agencies, and local governments to submit a report to the legislature recommending changes to state and federal law that would support a more efficient and sustainable regional managed lane network that supports high-capacity transit.
- Requires MTC to submit by February 1, 2022, to the legislature the Fare Coordination and Integration Study and Business Case, and by July 1, 2023, MTC shall create a pilot program to implement an accumulator pass among numerous operators in at least 3 adjacent counties.
- Requires MTC in consultation with transit agencies to develop by July 1, 2023, a regional standardized transit mapping and wayfinding system. In addition, by July 1, 2025, every transit agency shall use this system.
- Require that transit operators by January 1, 2023, shall use open data standards to make available all routes, schedules and fares, and real-time vehicle information in order to develop a regional real-time transit information system.

Transportation Contracts: SB 674 was introduced to create the California Jobs Plan Act of 2021, which sets the goal of maximizing, creating good jobs, and supporting the creation of equitable high-quality transportation and related manufacturing and infrastructure jobs in California. However, this bill would create new procurement rules and procedures for state and local public transportation and transportation-related contracts, subsidies, loans, and grants of \$5 million or more to incentivize creation and retention of non-temporary full-time transportation jobs.

Under SB 674 a bidder for public projects must submit a California jobs plan form with information on the number of temporary and permanent positions created by the project, the wages paid, and the number of positions created or retained for displaced workers and workers facing barriers to employment, among other data points. This form would be required for projects funded through the following programs:

- The Road Maintenance and Rehabilitation Account.
- The Affordable Housing and Sustainable Communities Program.
- The Public Transportation Account.
- The State Highway Account.
- The Traffic Congestion Relief Fund.
- The State Transit Assistance Program.
- The Public Transportation Modernization, Improvement, and Service Enhancement Account.
- The Highway Safety, Traffic Reduction, Air Quality, and Port Security Fund
- The Passenger Equipment Acquisition Fund
- The Alternative and Renewable Fuel and Vehicle Technology Fund
- Any relevant federal funding received by California or local agencies.

While the goals of SB 674 are admirable, it is unclear if the benefit derived from collecting this information will outweigh the burden of completing these documents. This is particularly true for formula allocations to transit operators that are primarily used for transit operations, such as State Transit Assistance (STA) and other funds allocated through the Public Transportation Account.



March 30, 2021

BOARD ACTION ITEMS

Bills	Subject	Status	Client Positions
BUDGET ITEM CTA Request for HVIP Funds	The California Transit Association (CTA) is heading an effort to create a funding set-aside of <i>at least</i> \$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.	Budget Negotiations	Recommended Position: SUPPORT
AB 43 (Friedman D) Traffic safety.	<p>AB 43 would implement some of the findings of the Vision Zero Task Force to reduce pedestrian and bicyclists' fatalities by allowing local governments greater flexibility in setting speed limits.</p> <p>AB 43 authorize a speed limit to be set at a level other than the speed limit determined by 85th percentile traffic survey in the following areas:</p> <ul style="list-style-type: none"> Requires traffic surveyors to take into account the presence of vulnerable groups, including children, seniors, the unhoused and persons with disabilities when setting speed limits; Permits cities to lower speed limits beyond the 85th percentile on streets with high injuries and fatalities, and ensures they will never again have to raise a speed limit on any road if there have been no design changes; and limits the need for updated traffic surveys on certain streets; and 	ASSEMBLY TRANS	Recommended Position: SUPPORT

	<ul style="list-style-type: none"> Provides for greater flexibility in setting school speed limits to protect children. 		
AB 550 (Chiu D) Vehicles: speed safety system pilot program.	<p>AB 550 directs CalSTA to create a pilot program that would test the use of automated speed enforcement technologies. The authority to operate this pilot program would sunset on January 1, 2027.</p> <p>AB 550 requires CalSTA to form a working group to develop the guidelines on how the program would be implemented and address issues such as privacy, equity, and oversight. In addition, the legislation would prohibit the use of facial recognition systems, citations will not result in a point on a driver's license, and caps the penalty amount at \$125.</p> <p>AB 550 currently does not limit the number of pilot programs that can be authorized.</p>	ASSEMBLY TRANS	Recommended Position: SUPPORT
AB 629 (Chiu D) San Francisco Bay area: public transportation.	<p>AB 629 was recently amended to contain an outline of a proposal to improve transit coordination in the Bay Area. 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.</p>	ASSEMBLY TRANS.	Recommended Position: WATCH
SB 674 (Durazo D) Public Contracts: workforce development: transportation-related contracts.	<p>SB 674 was introduced to create the California Jobs Plan Act of 2021, which sets the goal of maximizing and supporting the creation of equitable high-quality transportation and related manufacturing and infrastructure jobs in California. However, this bill would create new procurement rules and procedures for state and local public transportation and transportation-related contracts, subsidies, loans, and grants of \$5 million or more to incentivize creation and retention of non-temporary full-time transportation jobs.</p>	SENATE TRANS.	Recommended Position: WATCH

BOARD POSITION ITEMS

Bills	Subject	Status	Client Positions
<u>AB 117</u> (Boerner Horvath D) Air Quality Improvement Program: electric bicycles.	AB 117 directs CARB to establish an Electric Bicycle Rebate Pilot Project. This project builds upon existing rebate programs for zero emission vehicles in an effort to promote the use of electric bicycles and expand the ability to purchase electric bicycles. Similar programs have been established at the local level and in other states and counties.	ASSEMBLY TRANS.	SUPPORT
<u>AB 122</u> (Boerner Horvath 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 bill was approved by the Assembly Transportation, where the Committee Chair, Assemblywoman Friedman was added as a co-author. As approved by the Transportation Committee, AB 122 scaled back to be a pilot program that would sunset on January 1, 2028, and 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 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.	ASSEMBLY APPR	WATCH
<u>AB 339</u> (Lee D) State and local government: open meetings.	AB 339 would require all meetings, including gatherings using teleconference technology, to include an opportunity for all persons to attend via a call-in option or an internet-based service option that provides closed captioning services and requires both a call-in and an internet-based service option to be provided to the public. The bill would also require closed captioning services for all <u>state</u> legislative hearings, require all interested persons the ability to testify at state hearings, and require the availability of	ASSEMBLY PRINT	WATCH

	translation services for the 10 most spoken languages in California.		
<u>AB 361</u> (Rivas, Robert D) Open meetings: local agencies: teleconference s.	This bill would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act when a legislative body of a local agency holds a meeting for the purpose of declaring or ratifying a local emergency, during a declared state or local emergency.	ASSEMBLY L. GOV.	WATCH
<u>AB 1157</u> (Lee D) Local transportation funds: State Transit Assistance Program: reports.	<p>AB 1157 is the reintroduction of AB 2542 from last year. This bill would make the following changes to the STA reporting requirements.</p> <ul style="list-style-type: none"> 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. 	ASSEMBLY TRANS	WATCH
<u>ACA 1</u> (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.	<p>Identical to last session's proposal, which NVT A supported, ACA 1 would lower the voter threshold for property tax increases, parcel taxes and sales taxes to 55% if the funds are used for affordable housing and infrastructure projects. This includes capital improvements to transit and streets and highways.</p> <p>However, ACA 1 does not allow for the 55% local measure to use the tax revenue for transit operations.</p>	ASSEMBLY PRINT	Support