

# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559



## Agenda - Final

**Wednesday, March 15, 2023**  
**1:30 PM**

**JoAnn Busenbark Board Room**

### **NVRTA Board of Directors**

All materials relating to an agenda item for an open session of a regular meeting of the NVRTA Board of Directors are posted on the NVRTA website at: <https://nctpa.legistar.com/Calendar.aspx>

This meeting will be conducted as an in-person meeting at the location noted above. Remote teleconference access is provided for the public's convenience and in the event a Board Member requests remote participation due to just cause or emergency circumstances pursuant to Government Code section 54953(f). Please be advised that if a Board Member is not participating in the meeting remotely, remote participation for members of the public is provided for convenience only and in the event that the Zoom teleconference connection malfunctions for any reason, the Board of Directors reserves the right to conduct the meeting without remote access and take action on any agenda item.

The public may participate telephonically or electronically via the methods below:

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

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3) Watch live on YouTube: <https://www.youtube.com/channel/UCrplCw9uRmA0EE6w-eKZyw?app=desktop>

The agenda will be posted 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVRTA Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVRTA holidays. Should the office be closed or staff is working remotely due to a declared emergency, you may email [info@nvta.ca.gov](mailto:info@nvta.ca.gov) to request a copy of the agenda.

Public records related to an agenda item that are distributed less than 72 hours before this meeting are

available for public inspection during normal business hours at the NVTa office at 625 Burnell Street, Napa, CA 94559 and will be made available to the public on the NVTa website at [nvta.ca.gov](http://nvta.ca.gov). Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Members of the public may 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. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

Members of the public may submit a public comment in writing by emailing [info@nvta.ca.gov](mailto: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](mailto: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 while attending via 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" are 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.

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.

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

Information on obtaining the agenda in an alternate format is noted below:

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.

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.

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1. Call to Order
2. Consideration and Approval of Board Member Requests for Remote Participation, if any.
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
7. Executive Director's Update
8. Caltrans' Update

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

## **9. CONSENT AGENDA ITEMS**

### **9.1 Meeting Minutes of January 18, 2023 (Laura Sanderlin) (Pages 9-12)**

**Recommendation:** Board action will Rescind and Readopt the minutes from the January 18, 2023, Board of Directors meeting to correct an error in listed attendance.

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

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

### **9.2 Meeting Minutes of February 15, 2023 (Laura Sanderlin) (Pages 13-15)**

**Recommendation:** Board action will approve the minutes of February 15, 2023 regular meeting.

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

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

**9.3 Resolution of Local Support for One Bay Area Grant (OBAG) 3 Project SR 29 American Canyon Operational and Multimodal Improvements Environmental Document (Alberto Esqueda) (Pages 16-30)**

**Recommendation:** That the Napa Valley Transportation Authority Board approve Resolution 23-06 of Local Support for One Bay Area Grant (OBAG) 3-Funded Project SR 29 American Canyon Operational and Multimodal Improvements Environmental Document.

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

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

**9.4 Transportation Development Act Article 3 (TDA-3) Countywide Claim for FY 2022-23 (Diana Meehan) (Pages 31-37)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 23-07 requesting the Fiscal Year (FY) 2022-23 Transportation Development Act Article 3 (TDA-3) allocation for Pedestrian/Bicycle project funds in the amount of \$150,000 from the Metropolitan Transportation Commission (MTC) as part of the annual Countywide Claim.

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

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

**9.5 Resolution No. 23-08 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) (Antonio Onorato) (Pages 38-43)**

**Recommendation:** That the NVTA Board approve Resolution No. 23-08 for the FY 2022-23 Low Carbon Transit Operations Program (LCTOP) Zero Emission Bus project.

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

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

**10. REGULAR AGENDA ITEMS**

**10.1                      Soscol Gateway Transit Center First and Second Floor  
Modifications Architecture and Design Services (Kate Miller)  
(Pages 44-73)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor modifications to Agreement Number 23-C07 with Moniz Architecture for architectural and engineering services associated with the Soscol Gateway Transit Center First and Second Floor Modifications project for an amount not to exceed \$118,212.

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

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

**10.2                      Transportation Fund for Clean Air (TFCA) Program Manager Fund  
Authorizing Issuance of a Call for Projects for Fiscal Years  
Ending (FYE) 2024-26 (Pages 74-95)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board issue a call for projects consistent with the Bay Area Air Quality Management District (BAAQMD) TFCA County Program Manager Fund Policies for Fiscal Years Ending 2024.

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

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

**10.3                      Countywide Vision Zero Plan Progress Update (Diana Meehan)  
(Pages 96-100)**

**Recommendation:** Information only

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

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

**10.4 Federal and State Legislative Update (Kate Miller) (Pages 101-117)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTB) Board receive the Federal Legislative update prepared by K&L Gates and Platinum Advisors the State Legislative update prepared by Platinum Advisors and take positions on the state bill matrix.

**Estimated Time:** 2:45 p.m.

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

**11. FUTURE AGENDA ITEMS****12. ADJOURNMENT**

**12.1 The next Regular Meeting is Wednesday, April 19th.**

*Laura Sanderlin*

Laura M. Sanderlin, NVTB Board Secretary

## Glossary of Acronyms

<b>AB 32</b>	Global Warming Solutions Act	<b>FAS</b>	Federal Aid Secondary
<b>ABAG</b>	Association of Bay Area Governments	<b>FAST</b>	Fixing America's Surface Transportation Act
<b>ACFR</b>	Annual Comprehensive Financial Report	<b>FHWA</b>	Federal Highway Administration
<b>ADA</b>	American with Disabilities Act	<b>FTA</b>	Federal Transit Administration
<b>APA</b>	American Planning Association	<b>FY</b>	Fiscal Year
<b>ATAC</b>	Active Transportation Advisory Committee	<b>GHG</b>	Greenhouse Gas
<b>ATP</b>	Active Transportation Program	<b>GGRF</b>	Greenhouse Gas Reduction Fund
<b>BAAQMD</b>	Bay Area Air Quality Management District	<b>GTFS</b>	General Transit Feed Specification
<b>BAB</b>	Build America Bureau	<b>HBP</b>	Highway Bridge Program
<b>BART</b>	Bay Area Rapid Transit District	<b>HBRR</b>	Highway Bridge Replacement and Rehabilitation Program
<b>BATA</b>	Bay Area Toll Authority	<b>HIP</b>	Housing Incentive Program
<b>BIL</b>	Bipartisan Infrastructure Law (IIJA)	<b>HOT</b>	High Occupancy Toll
<b>BRT</b>	Bus Rapid Transit	<b>HOV</b>	High Occupancy Vehicle
<b>CAC</b>	Citizen Advisory Committee	<b>HR3</b>	High Risk Rural Roads
<b>CAP</b>	Climate Action Plan	<b>HSIP</b>	Highway Safety Improvement Program
<b>CAPTI</b>	Climate Action Plan for Transportation Infrastructure	<b>HTF</b>	Highway Trust Fund
<b>Caltrans</b>	California Department of Transportation	<b>HUTA</b>	Highway Users Tax Account
<b>CASA</b>	Committee to House the Bay Area	<b>HVIP</b>	Hybrid & Zero-Emission Truck and Bus Voucher Incentive Program
<b>CBTP</b>	Community Based Transportation Plan	<b>IFB</b>	Invitation for Bid
<b>CEQA</b>	California Environmental Quality Act	<b>ITIP</b>	State Interregional Transportation Improvement Program
<b>CIP</b>	Capital Investment Program	<b>ITOC</b>	Independent Taxpayer Oversight Committee
<b>CMA</b>	Congestion Management Agency	<b>IS/MND</b>	Initial Study/Mitigated Negative Declaration
<b>CMAQ</b>	Congestion Mitigation and Air Quality Improvement Program	<b>JARC</b>	Job Access and Reverse Commute
<b>CMP</b>	Congestion Management Program	<b>LCTOP</b>	Low Carbon Transit Operations Program
<b>CalSTA</b>	California State Transportation Agency	<b>LIFT</b>	Low-Income Flexible Transportation
<b>CTA</b>	California Transit Association	<b>LOS</b>	Level of Service
<b>CTP</b>	Countywide Transportation Plan	<b>LS&amp;R</b>	Local Streets & Roads
<b>CTC</b>	California Transportation Commission	<b>LTF</b>	Local Transportation Fund
<b>CY</b>	Calendar Year	<b>MaaS</b>	Mobility as a Service
<b>DAA</b>	Design Alternative Analyst	<b>MAP 21</b>	Moving Ahead for Progress in the 21 <sup>st</sup> Century Act
<b>DBB</b>	Design-Bid-Build	<b>MPO</b>	Metropolitan Planning Organization
<b>DBE</b>	Disadvantaged Business Enterprise	<b>MTC</b>	Metropolitan Transportation Commission
<b>DBF</b>	Design-Build-Finance	<b>MTS</b>	Metropolitan Transportation System
<b>DBFOM</b>	Design-Build-Finance-Operate-Maintain	<b>ND</b>	Negative Declaration
<b>DED</b>	Draft Environmental Document	<b>NEPA</b>	National Environmental Policy Act
<b>EIR</b>	Environmental Impact Report	<b>NOAH</b>	Natural Occurring Affordable Housing
<b>EJ</b>	Environmental Justice	<b>NOC</b>	Notice of Completion
<b>EPC</b>	Equity Priority Communities	<b>NOD</b>	Notice of Determination
<b>ETID</b>	Electronic Transit Information Displays		

## Glossary of Acronyms

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



# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559

## Meeting Minutes NVTB Board of Directors

Wednesday, January 18, 2023

1:30 PM

### 1. Call to Order

Chair Alessio called the meeting to order at 1:44pm.

### 2. Roll Call

**Present:** 9 - Alfredo Pedroza

Leon Garcia  
Mark Joseph  
Liz Alessio  
Scott Sedgley  
Eric Knight  
Anna Chouteau  
Eric Hall  
Ryan Gregory

**Absent:** 3 - Margie Mohler  
Donald Williams  
Kevin Eisenberg

### 3. Adoption of the Agenda

Motion MOVED by JOSEPH, SECONDED by GREGORY to APPROVE Item 3 Adoption of the Agenda. Motion carried by the following roll call vote:

**Aye:** 21 - Garcia, Pedroza, Joseph, Alessio, Sedgley, Knight, Chouteau, Hall, and Gregory

**Absent:** 3 - Mohler, Williams, and Eisenberg

### 4. Public Comment

Public comment made by Robert Reber, Napa County Bicycle Coalition regarding changes to Assembly Bills 1909 and 2147 and the safety impacts for pedestrians and cyclists.

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

Director Pedroza reported on recent MTC activities.  
No ABAG report was provided.

### 6. Executive Director's Update

Executive Director Miller reported:  
-Acknowledgement of new Board Members  
-Transportation Research Board Annual Conference review

- Regional Network Management webinar review
- NVTa staffing updates
- New Ride the Vine app debuts on January 29
- Acorn planting on January 16 recap
- All About NVTa Workshop for newly elected officials on February 27

## 7. Caltrans' Update

Caltrans update provided by Daniel Chang.

## 8. PRESENTATIONS

### 8.1 Project Update (Grant Bailey)

Information Only/No Action

Director Gregory inquired about phasing of the Soscol Junction Project.

Director Garcia commented on Green Island Rd North as alternative to Hwy 29 access.

Director Pedroza commented on American Canyon traffic and how it impacts the entire region.

### 8.2 Update on the Regional Network Management Approach (Kate Miller)

Information Only/No Action

Staff, Danielle Schmitz presented.

## 9. CONSENT AGENDA ITEMS

Motion **MOVED** by PEDROZA, **SECONDED** by GARCIA to **APPROVE** Consent Items 9.1-9.4.  
Motion carried by the following roll call vote:

**Aye:** 21 - Garcia, Pedroza, Joseph, Alessio, Sedgley, Knight, Chouteau, Hall, and Gregory

**Absent:** 3 - Mohler, Williams, and Eisenberg

### 9.1 AB 361 Requirements for Remote Public Meetings (Osman Mufti) (Pages 10-15)

Attachments: [Staff Report](#)

### 9.2 Meeting Minutes of December 21, 2022 (Laura Sanderlin) (Pages 16-18)

Attachments: [Draft Minutes](#)

### 9.3 Citizens Advisory Committee (CAC) Member Appointments (Laura Sanderlin) (Pages 19-28)

Attachments: [Staff Report](#)

### 9.4 Federal Transit Administration (FTA) Fiscal Years (FY) 2022-2025 Disadvantage Business Enterprise (DBE) Triennial Goal and Policy (Antonio Onorato) (Pages 29-68)

Attachments: [Staff Report](#)

## 10. REGULAR AGENDA ITEMS

**10.1** Napa Valley Transportation Authority (NVRTA) Annual Financial Statement with Independent Auditor's Report for the Years Ended June 30, 2022 and 2021 and Single Audit Report of Uniform Guidance (Antonio Onorato) (Pages 69-168)

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

**Motion MOVED by GREGORY, SECONDED by CHOUTEAU to APPROVE Item 10.1. Motion carried by the following roll call vote:**

**Aye:** 21 - Garcia, Pedroza, Joseph, Alessio, Sedgley, Knight, Chouteau, Hall, and Gregory

**Absent:** 3 - Mohler, Williams, and Eisenberg

**10.2** Termination Fee Exposure in the Power Purchase Agreement (PPA) between the Seller (127Energy LLC) and the Napa Valley Transportation Authority (NVRTA) (Kate Miller) (Pages 169-172)

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

**Director Joseph commented on the unlikely risk of uninsured airplane crash scenario.**

**Director Garcia inquired about clarity of what is considered a total loss to the facility.**

**Motion MOVED by JOSEPH, SECONDED by GREGORY to APPROVE Item 10.2. Motion moved by the following roll call vote:**

**Aye:** 21 - Garcia, Pedroza, Joseph, Alessio, Sedgley, Knight, Chouteau, Hall, and Gregory

**Absent:** 3 - Mohler, Williams, and Eisenberg

**10.3** Amending Contract with Kleinfelder for Construction Services (Grant Bailey) (Pages 173-180)

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

**Motion MOVED by CHOUTEAU, SECONDED by PEDROZA to APPROVE Agenda Item 10.3. Motion carried by the following roll call vote:**

**Aye:** 21 - Garcia, Pedroza, Joseph, Alessio, Sedgley, Knight, Chouteau, Hall, and Gregory

**Absent:** 3 - Mohler, Williams, and Eisenberg

**10.4** Amendment Contract with Sequoia Ecological Consulting Inc. for Biological Monitoring and Archeological Services for the Napa Valley Vine Trail - St Helena to Calistoga Project (Grant Bailey) (Pages 181-186)

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

**Motion MOVED by PEDROZA, SECONDED by GARCIA to APPROVE Agenda Item 10.4. Motion carried by the following roll call vote:**

**Aye:** 21 - Garcia, Pedroza, Joseph, Alessio, Sedgley, Knight, Chouteau, Hall, and Gregory

**Absent:** 3 - Mohler, Williams, and Eisenberg

**10.5** Appointment of Two NVRTA Board Members and One Alternate NVRTA Board Member to

Participate on the County Wide Vision Zero Stakeholder Working Group (Diana Meehan) (Pages 187-190)

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

Vice Chair Joseph and Director Chouteau expressed interest in participating as Stakeholder. Chair Alessio volunteered to serve as Alternate.

**Motion MOVED by PEDROZA, SECONDED by GARCIA to APPROVE Joseph and Chouteau appointed to serve on the Ad Hoc committee and Alessio as alternate. Motion carried by the following roll call vote:**

**Aye:** 21 - Garcia, Pedroza, Joseph, Alessio, Sedgley, Knight, Chouteau, Hall, and Gregory

**Absent:** 3 - Mohler, Williams, and Eisenberg

## **10.6 Federal and State Legislative Update (Kate Miller) (Pages 191-201)**

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

Information Only/No Action

{Director Sedgley departed meeting}

## **11. FUTURE AGENDA ITEMS**

None

## **12. ADJOURNMENT**

Chair Alessio adjourned the meeting at 3:37pm.

### **12.1 The next Regular Meeting is February 15, 2023 and Adjournment.**

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Laura M. Sanderlin, NVTB Board Secretary

# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559

## Meeting Minutes NVTB Board of Directors

Wednesday, February 15, 2023

1:30 PM

REFER TO COVID-19 SPECIAL NOTICE

### 1. Call to Order

Chair Alessio called the meeting to order at 1:30pm.

### 2. Pledge of Allegiance

Director Knight recited the Pledge of Allegiance.

### 3. Roll Call

Leon Garcia  
Paul Dohring  
Mark Joseph  
Liz Alessio  
Scott Sedgley  
Eric Knight  
Margie Mohler  
Donald Williams  
Eric Hall  
Kevin Eisenberg  
**Non-Voting:**  
Tom Collette  
**Absent:**  
Alfredo Pedroza  
Belia Ramos

### 4. Adoption of the Agenda

**Motion MOVED by MOHLER, SECONDED by JOSEPH for approval of ADOPTION of agenda.**

**Motion carried by the following roll call vote:**

**Aye:** 20 - Garcia, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Hall, and Eisenberg

**Absent:** 4 - Pedroza, and Ramos

### 5. Public Comment

None

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

Director Chouteau acknowledged NVTB staff contributions to recent volunteer acorn planting event.

**ABAG update:**  
Director Garcia reported recent ABAG activities.

**MTC update:**  
Executive Director Miller reported recent MTC activities.

## **7. Executive Director's Update**

Executive Director Miller reported:

- Introduction to new Board members
- Staff member featured in the Senior Moments radio segment
- Executive Director featured in Transit Weekly
- Accessible Needs Assessment survey January 16-February 28, 2023  
{Attendees in the Boardroom exited building 1:41pm-1:45pm due to smoke alarm}
- Capitol Weekly article listed regarding Transit State support
- MTC letter regarding SR 37 Partnership agreement
- Acorn planting event recap
- Caltrans approved PID for SR29 Improvements in American Canyon
- Staff recognition

## **8. Caltrans' Update**

Update reported by Amani Meligy, Caltrans.

## **9. CONSENT AGENDA ITEMS**

**Motion MOVED by KNIGHT, SECONDED by GARCIA to APPROVE Consent Items 9.1, 9.2, 9.3, 9.4 and 9.6. Consent Item 9.5 was requested to be pulled by Director Knight. Motion carried by the following roll call vote:**

**Aye:** 20 - Garcia, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Hall, and Eisenberg

**Absent:** 4 - Pedroza, and Ramos

### **9.1 AB 361 Requirements for Remote Public Meetings (Osman Mufti) (Pages 8-13)**

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

### **9.2 Meeting Minutes of January 18, 2023 (Laura Sanderlin) (Pages 14-17)**

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

### **9.3 California Department of Transportation (Caltrans) Federal Transit Administration (FTA) Sections 5311 and 5311(f) Program (Antonio Onorato) (Pages 18-22)**

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

### **9.4 Resolution 23-05 Adopting the Transportation Fund for Clean Air (TFCA) Program Manager Expenditure Plan for Fiscal Year End (FYE) 2024 (Diana Meehan) (Pages 23-30)**

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

### **9.5 Purchase Order 23-P3003 with Platinum Chevrolet to Acquire a new Utility Truck (Rebecca Schenck) (Pages 31-43)**

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

Director Knight pulled Consent Item 9.5 to comment on the possibility of electric vehicle alternative. Staff noted the service needs of the vehicle are not currently available with electric option.

**Motion MOVED by KNIGHT, SECONDED by JOSEPH to APPROVE Consent Item 9.5. Motion carried by the following roll call vote:**

**Aye:** 20 - Garcia, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Hall, and Eisenberg

**Absent:** 4 - Pedroza, and Ramos

## **9.6 Updates to Vine Transit Policies (Rebecca Schenck) (Pages 44-91)**

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

## **10. REGULAR AGENDA ITEMS**

### **10.1 Vine Transit Update (Rebecca Schenck) (Pages 92-98)**

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

Information Only/No Action Taken

Vice Chair Joseph inquired if Clipper cardholders will need to replacements and staff confirmed they do not.

Director Chouteau commented on the need of after school transit for children to attend activities.

Chair Alessio inquired for the biggest challenge currently facing Vine Transit and staff confirmed it is employing drivers.

Public Comment made by Napa resident, Justin Hole.

### **10.2 Federal and State Legislative Update (Kate Miller) (Pages 99-109)**

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

Information Only/No Action Taken

## **11. FUTURE AGENDA ITEMS**

-May 17 Board of Directors Meeting and Annual Retreat 8:30am

## **12. ADJOURNMENT**

Chair Alessio adjourned the meeting at 2:29pm.

### **12.1 The next Regular Meeting is Wednesday, March 15, 2023 at 1:30pm.**

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*Laura M. Sanderlin, NVTB Board Secretary*



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Resolution of Local Support for One Bay Area Grant (OBAG) 3 Project SR 29 American Canyon Operational and Multimodal Improvements Environmental Document

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority Board approve Resolution 23-06 of Local Support for One Bay Area Grant (OBAG) 3-Funded Project SR 29 American Canyon Operational and Multimodal Improvements Environmental Document.

### **EXECUTIVE SUMMARY**

The Metropolitan Transportation Commission (MTC) approved the OBAG 3 projects for Napa County in January 2023. Included in the county program was \$1.5 million for the SR 29 Operational and Multimodal Improvements Environmental Document. MTC is expected to approve an additional \$1.5 million in OBAG-3 funds for the project at its meeting on March 22<sup>nd</sup>. As part of the requirements for OBAG, project sponsors must adopt a Resolution of Local Support committing funding to the project.

### **FISCAL IMPACT**

Is there a Fiscal Impact? No.





## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVRTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Alberto Esqueda, Senior Program Planner  
(707) 259-5976 / Email: [aesqueda@nvta.ca.gov](mailto:aesqueda@nvta.ca.gov)  
**SUBJECT:** Resolution of Local Support for One Bay Area Grant (OBAG) 3 Project  
SR 29 American Canyon Operational and Multimodal Improvements  
Environmental Document

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority Board approve Resolution 23-06 of Local Support for One Bay Area Grant (OBAG) 3-Funded Project SR 29 American Canyon Operational and Multimodal Improvements Environmental Document.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

NVRTA submitted four projects for funding under the OBAG 3 program. MTC approved all four projects, including funding for the SR 29 American Canyon Operational and Multimodal Improvements environmental phase. NVTA requested \$3 million, and the project was funded for \$1.5 million. NVTA, as the project sponsor, is required to submit a resolution of local support for the project. NVTA is currently working on the full funding plan for the SR 29 environmental work, with an estimated project cost of \$4 million. NVTA plans to start environmental work this summer. Included in the funding plan is \$1 million from Caltrans settlement and an additional \$1.5 million from OBAG 3 regional funds. MTC informed NVTA that an additional \$1.5 million in regional funds is anticipated to be approved at the March 22<sup>nd</sup> commission meeting.

The SR 29 American Canyon Operational and Multimodal Improvement project will make multi-modal operational improvements on a 1.2-mile section of of SR 29 between

American Canyon Road and Napa Junction. The environmental document will evaluate two alternatives:

- 1) Alternative 1: Multimodal Improvements alternative, would maintain four (4) lanes on the corridor and incorporate transit, bicycle and pedestrian facilities. Reconstruction of the roadway to provide consistent median width, 11-foot lanes, 10-foot shoulders on SR 29 allowing for part time bus on shoulder, pedestrian refuge islands at intersections, and landscaped planting areas.
- 2) Alternative 2: the Roundabouts alternative, would maintain a 4-lane highway and construct roundabouts at several of the intersections along the corridor to improve operations. The roundabout intersections and approaches will be widened to 6 lanes to improve circulation. Roundabouts are proposed to increase overall circulation while providing traffic calming and enhanced intersection safety for all users.

Both alternatives will include Class I facilities and sidewalks on both sides of the highway, utility undergrounding and beautification.

## **ALTERNATIVES**

The board could decide not to approve the OBAG 3 Resolution of Local support which would put the project funding at risk and prevent the environmental work from moving forward at this time.

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

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

The program will improve intersection operations and safety along SR 29 and enhance transportation for all modes and members of the community.

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

The addition of multimodal facilities along SR 29 will encourage alternative mode share and reduce auto emissions.

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

By improving and resurfacing the existing system the roadway will be in a state of good repair.

## **ATTACHMENT(S)**

- (1) Resolution 23-06 of Local Support
- (2) Project Application

**RESOLUTION No. 23-06**  
**A RESOLUTION OF THE**  
**NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)**  
**AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO**  
**MTC AND COMMITTING ANY NECESSARY FUNDS AND STATING**  
**ASSURANCE TO COMPLETE THE PROJECT**

**WHEREAS**, The Napa Valley Transportation Authority (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$3,000,000 in funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Block Grant Program (STP) funding, Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, Transportation Alternatives (TA) set-aside/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the SR 29 AMERICAN CANYON OPERATIONAL AND MULTIMODAL IMPROVEMENTS (herein referred to as PROJECT) for the OBAG 3 (herein referred to as PROGRAM); and

**WHEREAS**, the United States Congress from time to time enacts and amends legislation to provide funding for various transportation needs and programs, (collectively, the FEDERAL TRANSPORTATION ACT) including, but not limited to the Surface Transportation Block Grant Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives (TA) set-aside (23 U.S.C. § 133); and

**WHEREAS**, state statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

**WHEREAS**, pursuant to the FEDERAL TRANSPORTATION ACT, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally-significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP); and

**WHEREAS**, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

**WHEREAS**, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of REGIONAL DISCRETIONARY FUNDING; and

**WHEREAS**, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

**WHEREAS**, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

- the commitment of any required matching funds; and
- that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost

increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and

- that the PROJECT will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
- the assurance of the sponsor to complete the PROJECT as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
- that the PROJECT will have adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and
- that the PROJECT will comply with all project-specific requirements as set forth in the PROGRAM; and
- that APPLICANT has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and
- in the case of a transit project, the PROJECT will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region; and
- in the case of a highway project, the PROJECT will comply with MTC Resolution No. 4104, which sets forth MTC's Traffic Operations System (TOS) Policy to install and activate TOS elements on new major freeway projects; and
- in the case of an RTIP project, state law requires PROJECT be included in a local congestion management plan, or be consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation agency; and

**WHEREAS**, that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

**WHEREAS**, there is no legal impediment to APPLICANT making applications for the funds; and

**WHEREAS**, there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

**WHEREAS**, APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

**WHEREAS**, MTC requires that a copy of this resolution be transmitted to the MTC in conjunction with the filing of the application.

**NOW, THEREFORE, BE IT RESOLVED:**

That the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under the FEDERAL

TRANSPORTATION ACT or continued funding; and be it further

**RESOLVED** that APPLICANT will provide any required matching funds; and be it further

**RESOLVED** that APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and be it further

**RESOLVED** that APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and be it further

**RESOLVED** that PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and be it further

**RESOLVED** that APPLICANT has reviewed the PROJECT and has adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and be it further

**RESOLVED** that PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and be it further

**RESOLVED** that, in the case of a transit project, APPLICANT agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution No. 3866, revised; and be it further

**RESOLVED** that, in the case of a highway project, APPLICANT agrees to comply with the requirements of MTC's Traffic Operations System (TOS) Policy as set forth in MTC Resolution No. 4104; and be it further

**RESOLVED** that, in the case of an RTIP project, PROJECT is included in a local congestion management plan, or is consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation agency; and be it further

**RESOLVED** that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further

**RESOLVED** that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and be it further

**RESOLVED** that there is no legal impediment to APPLICANT making applications for the funds; and be it further

**RESOLVED** that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

**RESOLVED** that APPLICANT authorizes its Executive Director, General Manager, City Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and be it further

**RESOLVED** that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

**RESOLVED** that the MTC is requested to support the application for the PROJECT described in the resolution, and if approved, to include the PROJECT in MTC's federal TIP upon submittal by the project sponsor for TIP programming.

Passed and Adopted the 15<sup>th</sup> day of March 2023.

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Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

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Laura Sanderlin, NVTA Board Secretary

APPROVED:

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Osman Mufti, NVTA Legal Counsel

## Instructions for Using the Resolution of Local Support

- A project sponsor receiving Surface Transportation Block Grant Program (STP), Congestion Mitigation Air Quality Improvement Program (CMAQ), Active Transportation Program (ATP), Regional Improvement Program (RIP), or other regional discretionary funds must adopt a resolution of local support prior to grant funds being added to the Transportation Improvement Program (TIP). The template to be used is found on the MTC website: <http://mtc.ca.gov/our-work/fund-invest/federal-funding/obag-2>
- Sponsors should always use the template posted on the website to ensure they have the latest version.
- The sponsor may not make changes to the template with the exception of format changes or additional language to suit the jurisdiction's resolution conventions. These changes may not modify or condition / limit the MTC resolution language. If your legal counsel feels strongly about making language changes given specific circumstances surrounding a project, he/she needs to discuss these with the MTC General Counsel.
- The three bulleted statements on page 2 of the resolution that apply to transit, highway, and RTIP projects may be deleted, if they do not apply.
- After a project sponsor has adopted a resolution of local support for a project, it does not need to go back to the board if the project subsequently receives additional grants from the above fund sources, unless the project scope has changed significantly. If there are scope changes the sponsor should consult with MTC programming staff.
- The resolution of local support must be transmitted to MTC when a project / grant funds are added to the TIP. The sponsor will attach a PDF of the adopted resolution to the Fund Management System (FMS) application when the sponsor requests a TIP amendment. A schedule containing upcoming due dates for TIP revisions can be found at: <http://mtc.ca.gov/our-work/fund-invest/tip/tip-revisions-and-amendments>

If you have further questions regarding the resolution please contact the following MTC staff:

Mallory Atkinson (STP/CMAQ funds) at [matkinson@mtc.ca.gov](mailto:matkinson@mtc.ca.gov) or 415-778-6793  
Kenneth Kao (ATP/RIP funds) at [kkao@mtc.ca.gov](mailto:kkao@mtc.ca.gov) or 415-778-6768  
Adam Crenshaw (TIP and FMS) at [acrenshaw@mtc.ca.gov](mailto:acrenshaw@mtc.ca.gov) or 415-778-6794

Project Information	
<b>Project Name:</b>	SR 29 American Canyon Operational and Multimodal Improvements
<b>Project Sponsor:</b>	NVTA
<b>Sponsor Single Point of Contact:</b>	Danielle Schmitz 707-259-5968 dschmitz@nvta.ca.gov
<b>Project Location:</b>	SR 29 from Napa Junction Rd. to American Canyon Road.
<b>Brief Project Description:</b>	Complete the environmental document for the SR 29 operational and multimodal improvements through American Canyon, including intersection improvements and complete streets facilities.
Program Eligibility	
<b>Federal Fund Eligibility</b> <i>Is the project eligible for federal transportation funds?</i>	Select the OBAG 3 federal fund source(s) for which the project is eligible: <input checked="" type="checkbox"/> Surface Transportation Block Grant (STP) Program (See <a href="#">FHWA fact sheet</a> ) <input type="checkbox"/> Congestion Mitigation & Air Quality Improvement (CMAQ) Program (See <a href="#">FHWA fact sheet</a> ) <i>Note: projects eligible for CMAQ funding must provide inputs for air quality improvement calculations, using templates provided on the <a href="#">OBAG 3 webpage</a>.</i>
<b>Eligible Project Type</b> <i>Is the project an eligible project type?</i>	Select the eligible project type(s) (refer to <a href="#">MTC Resolution No. 4505</a> for detailed eligibility guidelines):  <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><b>Growth Framework Implementation</b></p> <input type="checkbox"/> PDA Planning Grant  <input type="checkbox"/> Local Planning Grant (for other <i>Plan Bay Area 2050</i> <a href="#">Growth Geographies</a>)   <p><b>Complete Streets &amp; Community Choice</b></p> <input checked="" type="checkbox"/> Bicycle/Pedestrian Infrastructure  <input type="checkbox"/> Bicycle/Pedestrian Program  <input type="checkbox"/> Safe Routes to School (SRTS) Non-Infrastructure program  <input checked="" type="checkbox"/> SRTS Infrastructure  <input checked="" type="checkbox"/> Safety project  <input type="checkbox"/> Safety Planning efforts  <input checked="" type="checkbox"/> Complete Streets improvements  <input checked="" type="checkbox"/> Streetscape improvements  <input type="checkbox"/> Local Streets and Roads Preservation  <input type="checkbox"/> Rural Roadway Improvement  <input type="checkbox"/> Community-Based Transportation Plan (CBTP) or Participatory Budgeting (PB) Process in an <a href="#">Equity Priority Community</a> (EPC)  <input type="checkbox"/> CBTP/PB Project Implementation               </div> <div style="width: 48%;"> <p><b>Climate, Conservation, &amp; Resilience</b></p> <input type="checkbox"/> Transportation Demand Management (TDM) Program  <input type="checkbox"/> Mobility Hub  <input type="checkbox"/> Parking/Curb Management  <input type="checkbox"/> Car/Bike Share Capital  <input type="checkbox"/> Open Space Preservation and Enhancement  <input type="checkbox"/> Bicycle/Pedestrian Access to Open Space/Parkland  <input type="checkbox"/> Regional Advance Mitigation Planning (RAMP)   <p><b>Multimodal Systems Operations &amp; Performance</b></p> <input checked="" type="checkbox"/> Transit Capital Improvement  <input type="checkbox"/> Transit Station Improvement  <input type="checkbox"/> <a href="#">Transit Transformation Action Plan</a> Project Implementation  <input type="checkbox"/> Active Operational Management  <input type="checkbox"/> Mobility Management and coordination               </div> </div>



NVTB Local OBAG Screening Criteria	
<b>Supplemental Prioritization Criteria</b> <i>Does the project conform to Napa County-specific criteria?</i>	<p>Select the OBAG 3 federal fund source(s) for which the project is eligible:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Project is a stand-alone project</li> <li><input checked="" type="checkbox"/> Project sponsor is an eligible public agency</li> <li><input checked="" type="checkbox"/> Project sponsor is requesting a minimum of \$250,000 in OBAG funds</li> <li><input checked="" type="checkbox"/> Project is consistent with the Regional Transportation Plan and the Napa Countywide Transportation Plan– Advancing Mobility 2045</li> <li><input type="checkbox"/> Project has identified a local match of at least 11.47%</li> <li><input type="checkbox"/> Located within a Priority Conservation Area (PCA)</li> <li><input type="checkbox"/> Not located within designated PDA, PCA, PPA geographies, but direct connection to one or more of the designated geographies.</li> <li><input checked="" type="checkbox"/> Project Readiness: Project can clearly demonstrate an ability to meet timely use of funds. Project should have completed conceptual designs at a minimum and ideally completed survey work (i.e. at/or near 30% design).</li> <li><input type="checkbox"/> Project has completed environmental document</li> <li><input checked="" type="checkbox"/> Community Support: Project has clear and diverse community support. This can be shown with letters of support, specific reference in adopted plan and community meetings regarding the project.</li> <li><input type="checkbox"/> Project is listed in NVTB's Community Based Transportation Plan</li> <li><input checked="" type="checkbox"/> Safety: Project addresses high risk and high activity multi-modal corridor location.</li> <li><input type="checkbox"/> Located within a Napa County Designated Equity Priority Community? (EPC): Project is located in an EPC or serves an EPC.</li> <li><input type="checkbox"/> Project is a Safe Routes to School (SRTS) project</li> <li><input checked="" type="checkbox"/> If a capital project, is the OBAG request all in one phase (i.e. all construction)</li> <li><input type="checkbox"/> Project Sponsor is providing over a 20% match to federal funds</li> <li><input checked="" type="checkbox"/> The project has a regional impact</li> <li><input checked="" type="checkbox"/> Project Sponsor Priority: For project sponsor's that submit multiple projects; this project has been given priority.</li> </ul>

Policy Alignment							
<b>Federal Performance Goals</b> <i>How does the project support federal performance measures?</i>	<p>Select the <a href="#">federal performance measures</a> that are supported by the project:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <b>Safety:</b> Significantly reduce traffic fatalities and serious injuries for all users on all public roads and improve the safety of all public transportation systems.</li> <li><input type="checkbox"/> <b>Infrastructure Condition:</b> Improve the pavement condition on the Interstate and National Highway System (NHS) and NHS bridges and maintain the condition of public transit assets in a state of good repair.</li> <li><input checked="" type="checkbox"/> <b>Congestion Reduction:</b> Significantly reduce congestion on the NHS in urbanized areas.</li> <li><input type="checkbox"/> <b>System Reliability:</b> Improve the reliability of the Interstate system and NHS.</li> <li><input type="checkbox"/> <b>Freight Movement and Economic Vitality:</b> Improve the reliability of the Interstate system for truck travel.</li> <li><input checked="" type="checkbox"/> <b>Environmental Sustainability:</b> Maximize emission reductions from CMAQ-funded projects.</li> </ul> <p>Describe how the project supports the selected federal performance measure(s):  The project will increase safety by providing separated bike/ped infrastructure along the corridor as well as enhanced crossings. This will not only increase safety along the corridor it will increase active mode share. The project will also provide transit amenities on-system, which will enhance bus operations and streamline routes that serve American Canyon. The project will also enhance intersection operations, reducing congestion.</p>						
<b>Plan Bay Area 2050 Strategies</b> <i>How does the project align with Plan Bay Area 2050?</i>	<p>Describe how the project supports <a href="#">Plan Bay Area 2050</a> Strategies and/or <a href="#">Implementation Plan</a>:</p> <p>The project will build out the complete streets network and invest in safe streets for all modes. The project will also invest in the regional and local transit system to increase reliability by reducing congestion on the stretch on highway and provide transit stops on system to provide more efficient service. The project will also reduce greenhouse gas emissions by investing in alternative transportation systems that encourage bicycle, pedestrians and transit use.</p>						
<b>Regional Policy Alignment</b> <i>How does the project align with other regional policies and plans?</i>	<p>Select the regional plans and policies with which the project is aligned:</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> <a href="#">Regional Safety/Vision Zero Policy</a></td> <td><input checked="" type="checkbox"/> <a href="#">Transit Oriented Communities</a> Policy</td> </tr> <tr> <td><input type="checkbox"/> MTC's <a href="#">Equity Platform</a></td> <td><input type="checkbox"/> Blue Ribbon <a href="#">Transit Transformation</a></td> </tr> <tr> <td><input checked="" type="checkbox"/> <a href="#">Regional Active Transportation Plan</a></td> <td><a href="#">Action Plan</a></td> </tr> </table> <p>Describe how the project aligns with the selected regional plans and/or policies:  The project will improve safety along the corridor for all modes by providing separated class I facility along the length of the corridor, which will encourage bike/ped modes. The project will also enhance pedestrian crossings. This is a safe routes to school and transit project with bus stops along the corridor and several schools under a mile from the corridor.</p>	<input checked="" type="checkbox"/> <a href="#">Regional Safety/Vision Zero Policy</a>	<input checked="" type="checkbox"/> <a href="#">Transit Oriented Communities</a> Policy	<input type="checkbox"/> MTC's <a href="#">Equity Platform</a>	<input type="checkbox"/> Blue Ribbon <a href="#">Transit Transformation</a>	<input checked="" type="checkbox"/> <a href="#">Regional Active Transportation Plan</a>	<a href="#">Action Plan</a>
<input checked="" type="checkbox"/> <a href="#">Regional Safety/Vision Zero Policy</a>	<input checked="" type="checkbox"/> <a href="#">Transit Oriented Communities</a> Policy						
<input type="checkbox"/> MTC's <a href="#">Equity Platform</a>	<input type="checkbox"/> Blue Ribbon <a href="#">Transit Transformation</a>						
<input checked="" type="checkbox"/> <a href="#">Regional Active Transportation Plan</a>	<a href="#">Action Plan</a>						
	<p>Indicate the project's relationship to <i>Plan Bay Area 2050</i> <a href="#">Growth Geographies</a>:</p>						

<b>Regional Growth Geographies</b> <i>Does the project support PBA 2050 Growth Geographies?</i>	<p><b>Priority Development Area (PDA)</b></p> <p><input checked="" type="checkbox"/> Meets the uniform definition of a PDA-supportive project (within <a href="#">one mile or less of a PDA boundary</a>)</p> <p><input type="checkbox"/> Does not meet the uniform definition of a PDA-supportive project, but otherwise has a clear and direct connection to PDA implementation  <i>Please describe</i></p> <p><input checked="" type="checkbox"/> Included in a locally-adopted PDA plan (e.g. Specific Plan, PDA Investment and Growth Strategy)  Napa County PDA Investment and Growth Strategy</p> <p><b>Transit Rich Area (TRA)</b></p> <p><input type="checkbox"/> Within a TRA or otherwise supportive of a TRA (see <a href="#">Growth Geographies</a> map)  <i>Please describe</i></p> <p><b>Priority Production Area (PPA)</b></p> <p><input checked="" type="checkbox"/> Supports the preservation of a PPA (see <a href="#">Growth Geographies</a> map)</p> <p>The project location is within proximate access to the American Canyon PPA.</p>
<b>Equity Priority Communities</b> <i>Does the project invest in historically underserved communities?</i>	<p>Indicate how the project invests in historically underserved communities, including <i>Plan Bay Area 2050</i> <a href="#">Equity Priority Communities</a> (EPCs):</p> <p><input type="checkbox"/> Located within and supportive of an EPC (see <a href="#">Equity Priority Communities</a> map)</p> <p><input checked="" type="checkbox"/> Not located within an EPC, but is otherwise supportive of an EPC or other historically underserved community</p> <p>The project is not in an EPC but provides equitable means of transportation for the surrounding community by investing in the active transportation network and transit system.</p>
<b>Local Housing Policies</b> <i>Is the project located in a jurisdiction with policies that support affordable housing?</i>	<p>Indicate if the project is located in a jurisdiction that has adopted policies which support the "<a href="#">3Ps</a>" <a href="#">approach to affordable housing</a> by listing the relevant adopted policies for each element of the 3Ps. Additional guidance and resources on affordable housing policies are provided on the <a href="#">OBAG 3 webpage</a>.</p> <p><input checked="" type="checkbox"/> <u>Protect</u> current residents from displacement (with emphasis on policies that have demonstrated effectiveness in community stabilization and anti-displacement).  Inclusionary housing ordinance</p> <p><input checked="" type="checkbox"/> <u>Preserve</u> existing affordable housing (with emphasis on policies that have demonstrated effectiveness in community stabilization and anti-displacement).  Condo conversion ordinance; rehabilitation loan program for low-income residents</p> <p><input checked="" type="checkbox"/> <u>Produce</u> new housing at all income levels.  Low cost affordable housing loan program; density bonus ordinance; mixed-use zoning, reduced fees for affordable housing.</p>
<b>Community Support</b>	

<p><b>Community Support</b></p> <p><i>Does the project have community support, particularly if it is located in a historically underserved community?</i></p>	<p>Indicate if the project has demonstrated community support through one or more of the following:</p> <p><input checked="" type="checkbox"/> Public outreach responses specific to this project, including comments received at public meetings or hearings, feedback from community workshops, or survey responses.  <i>The project has been included in the SR 29 CMCP and the Napa Countywide Transportation Plan, Advancing Mobility 2045. The project is also finalizing the PID document and has had 2 public meetings and several opportunities for public comment. Public comments have been oriented around safety and congestion relief.</i></p> <p><input checked="" type="checkbox"/> Project is consistent with an adopted local transportation plan.  <i>The project is listed in the Countywide Transportation Plan, Advancing Mobility 2045 and the SR 29 Comprehensive Multimodal Corridor Plan.</i></p> <p>Indicate if the project has demonstrated support from communities disproportionately impacted by past discriminatory practices, including redlining, racial covenants, urban renewal, and highway construction that divided low income and communities of color. Resources for identifying impacted communities are available on the <a href="#">OBAG 3 webpage</a>. Community support may be demonstrated through one or more of the following:</p> <p><input type="checkbox"/> Prioritization of the project in a Community Based Transportation Plan (CBTP) or Participatory Budgeting (PB) process.  <i>CBTP or PB reference</i></p> <p><input type="checkbox"/> Endorsements from a Community-Based Organizations representing historically underserved and potentially impacted communities.  <i>Description of CBO endorsement</i></p>
<p align="center"><b>Deliverability &amp; Readiness</b></p>	
<p><b>Project Readiness</b></p> <p><i>Is the project ready to be delivered?</i></p>	<p>Describe the readiness of the project, including right-of-way impacts and the type of environmental document/clearance required:</p> <p>The OBAG request is for environmental phase only, NVTa is currently finalizing the PID document and will be ready to start on PAED as soon as the funding is available.</p> <p>If the project touches Caltrans right-of-way, include the status and timeline of the necessary Caltrans approvals and documents, the status and timeline of Caltrans requirements, and approvals such as planning documents (PSR or equivalent) environmental approval, encroachment permit.</p> <p>Caltrans has been involved in the project and will continue to be involved. Caltrans has reviewed the PID, participated in public outreach events, and has reviewed planning documents such as the CMCP and the SR 29 Gateway Study. As the project moves through the environmental process, Caltrans will be intimately involved. Caltrans has approved NVTa as the CEQA lead agency and will execute a cooperative agreement with NVTa.</p>
<p><b>Deliverability</b></p> <p><i>Are there any barriers to on-time delivery?</i></p>	<p>Describe the project's timeline and status, as well as the sponsor's ability to meet the January 31, 2027 obligation deadline:</p>

	<p>Since the request is for non-construction funds, the project would be able to obligate funds as soon as available and then hire a consultant to complete the environmental document.</p> <p>Identify any known risks to the project schedule, and how the CTA and project sponsor will mitigate and respond to those risks:</p> <p>Project risks include environmental findings and mitigations, right-of-way, utility relocation, discovery of hazardous materials, approval of design exceptions and scope change.</p> <p>Mitigation strategies include frequent meetings and communication with Caltrans, early environmental studies to reduce impact to the overall project schedule if access delay occurs; verify utilities during PAED phase and coordinate with utility owners through the PSE and ROW phases.</p>
<b>Project Cost &amp; Funding</b>	
<b>Grant Minimum</b> <i>Does the project meet the minimum grant size requirements?</i>	<input checked="" type="checkbox"/> Project meets the minimum grant size requirements. Projects must be a minimum of \$500,000 for counties with a population over 1 million (Alameda, Contra Costa, and Santa Clara counties) and \$250,000 for counties with a population under one million (Marin, Napa, San Francisco, San Mateo, Solano, and Sonoma counties).  <i>Exception request to minimum grant size</i>
<b>Local Match</b> <i>Does the project meet local match requirements?</i>	<input checked="" type="checkbox"/> Project sponsor will provide a local match of at least 11.47% of the total project cost. State other funds – American Canyon settlement

## Project Cost & Funding

### OBAG 3 Grant Request:

<b>Total Grant Request</b>	\$2,000,000*
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### Project Cost & Schedule:

Project Phases	Total Cost	Secured Funds		Unsecured Funds		Schedule (Start dates: Planned, Actual)
		Amount	Fund Sources	OBAG 3 Grant Request	Remaining Funding Needed	
Planning/ Conceptual	\$375,000	\$375,000	<i>Local funds and CMA planning funds</i>	0	0	2019-2022
Environmental Studies (PA&ED)	\$4,000,000	\$1,000,000	<i>State other – American Canyon Settlement</i>	\$2,000,000*	\$1,000,000*	2022-2023
Design Engineering (PS&E)	\$	\$	<i>Secured fund sources, notes</i>	\$	\$	Month/Year
Right-of-way	\$	\$	<i>Secured fund sources, notes</i>	\$	\$	Month/Year
Construction	\$	\$	<i>Secured fund sources, notes</i>	\$	\$	Month/Year
<b>Total</b>	<b>\$</b>	<b>\$</b>		<b>\$</b>	<b>\$</b>	

\*NVT A need \$3 million to complete the environmental document

### Project Investment by Mode:

Mode	Share of project investment
Auto	40
Transit	20
Bicycle/Pedestrian	40
Other	%
<b>Total</b>	<b>100%</b>



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Transportation Development Act Article 3 (TDA-3) Countywide Claim for FY 2022-23

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 23-07 requesting the Fiscal Year (FY) 2022-23 Transportation Development Act Article 3 (TDA-3) allocation for Pedestrian/Bicycle project funds in the amount of \$150,000 from the Metropolitan Transportation Commission (MTC) as part of the annual Countywide Claim.

### **EXECUTIVE SUMMARY**

The NVTA Board adopted the TDA-3 three-year program of projects for FY 2021-22 through FY 2023-24 at its July 21, 2021 meeting. The Countywide Claim is for the 2022-23 Calistoga project below. The 2023-24 Calistoga project countywide claim will be presented to the NVTA Board for approval at its July meeting once the final TDA fund estimate is received. The American Canyon and Yountville projects were programmed in the previous TDA-3 program.

**Table 1. TDA-3 Program of Projects FY 2021-22 through 2023-24**

Jurisdiction	Project	Year	Amount
Yountville	Washington Street ADA Sidewalk	2021-22	\$160,000
American Canyon	Eucalyptus Drive Sidewalk	2021-22	98,454
Calistoga	Brannon St. Crosswalk	2022-23	150,000
Calistoga	Logvy Park Sidewalk Extension	2023-24	150,000
	Total New Funding		\$300,000

### **FISCAL IMPACT**

None - the funds will be passed through to project sponsors and will not be retained by NVTA.



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Diana Meehan, Senior Program Planner/Administrator  
(707) 259-8327 / Email: [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov)  
**SUBJECT:** Transportation Development Act Article 3 (TDA-3) Countywide Claim  
for FY 2022-23

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 23-07 (Attachment 1) requesting the Fiscal Year (FY) 2022-23 Transportation Development Act Article 3 (TDA-3) allocation for Pedestrian/Bicycle project funds in the amount of \$150,000 from the Metropolitan Transportation Commission (MTC) as part of the annual Countywide Claim.

### **COMMITTEE RECOMMENDATION**

At its March 2, 2023, meeting the Technical Advisory Committee (TAC) recommended that the NVTA Board of Directors approve the TDA 3 FY 2022-23 Countywide Claim.

### **BACKGROUND**

The TDA-3 program is a grant program funded by approximately 2% of the ¼ cent Statewide Sales Tax. This generates approximately \$160,000 per year in revenues for Napa County jurisdictions. The purpose of the TDA-3 program is to provide grants for local bicycle and pedestrian projects.

The TDA-3 call for projects was opened by the NVTA Board at the March 17, 2021 meeting and closed on April 23, 2021. Four (4) project applications were received from three jurisdictions, two applications from the City of Calistoga, one application from the City of American Canyon, and one application from the Town of Yountville. In the previous three-year cycle call for projects, the Town of Yountville pulled their application to allow funds to be programmed to other projects with the agreement that the Town would receive full funding in this program cycle. The Town of Yountville project is fully funded, and the remaining projects will be partially funded in the next two fiscal years.



Project prioritization considers the TDA-3 Project Selection Criteria for Napa County to ensure funding priority projects. TDA-3 funds can be used on plans but locally the NVTB Board has determined priority will be given to capital projects.

An annual review of the program must take place each year to ensure selected projects are in compliance with program guidelines and to update actual funding amounts. Local resolutions of support are required for each project submitted with the annual Countywide Claim. The Calistoga Resolutions were received in January 2023, which delayed the FY 2022-23 Countywide claim submission. Project funds must be expended within two years of their programming year. The FY 2022-24 fund estimate is \$249,915 (Attachment 2).

Staff is recommending submission of the FY 2022-23 Countywide Claim of \$150,000 to fund the Calistoga Brannon Street Crossing Project. The submission of the Countywide Claim of \$150,000 for the Calistoga Logvy Park Sidewalk Extension Project will take place in July, once the final fund estimate is received. If funds come in lower than estimated for FY 2023-24, the project funding amount will be adjusted accordingly.

### **ALTERNATIVES**

The Board may choose not to approve the recommended countywide claim for TDA-3 funding. The project would be delayed, and revenue would be carried over until a new call for projects is opened.

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

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

Funding through TDA-3 is reserved for bicycle and pedestrian projects and/or planning. This program funds a wide variety of projects for countywide active transportation.

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

Bicycle and pedestrian projects encourage using alternative modes, reduce reliance on automobiles, and therefore significantly reduce the adverse effects of automobile use, including reducing harmful auto emission and traffic.

### **ATTACHMENTS**

- (1) Resolution No. 23-07
- (2) TDA-3 Program Fund Estimate

**RESOLUTION No. 23-07**

**A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)  
AUTHORIZING THE SUBMITTAL OF  
COUNTYWIDE COORDINATED CLAIM TO THE  
METROPOLITAN TRANSPORTATION COMMISSION (MTC)  
FOR THE ALLOCATION OF FISCAL YEAR (FY) 2022-23  
TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 (TDA-3)  
PEDESTRIAN/BICYCLE PROJECT FUNDS TO CLAIMANTS IN NAPA COUNTY**

**WHEREAS**, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

**WHEREAS**, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, which delineates procedures and criteria for submission of requests for the allocation of TDA Article 3 funds; and

**WHEREAS**, MTC Resolution No. 4108 requires that requests from eligible claimants for the allocation of TDA Article 3 funds be submitted as part of a single, countywide coordinated claim, composed of certain required documents; and

**WHEREAS**, the **Napa Valley Transportation Authority** has undertaken a process in compliance with MTC Resolution No. 4108 for consideration of project proposals submitted by eligible claimants of TDA Article 3 funds in **Napa County**, and a prioritized list of projects, included as Attachment A of this resolution, was developed as a result of this process; and

**WHEREAS**, each claimant in **Napa County** whose project or projects have been prioritized for inclusion in the fiscal year **2022-23** TDA Article 3 countywide coordinated claim, has forwarded to the **Napa Valley Transportation Authority** a certified copy of its governing body resolution for submittal to MTC requesting an allocation of TDA Article 3 funds;

**NOW THEREFORE BE IT RESOLVED**, that the **Napa Valley Transportation Authority** approves the prioritized list of projects included as Attachment "A" to this resolution;

**BE IT FURTHER RESOLVED** that the **Napa Valley Transportation Authority** approves the submittal to MTC, of the **Napa County** fiscal year **2022-23** TDA Article 3 countywide, coordinated claim, composed of the following required documents:

- A. transmittal letter
- B. a certified copy of this resolution, including Attachment A;
- C. one copy of the governing body resolution and required attachments, for each claimant whose project or projects are the subject of the coordinated claim;
- D. a description of the process for public and staff review of all proposed projects submitted by eligible claimants for prioritization and inclusion in the countywide, coordinated claim;

Passed and Adopted the 15th day of March 2023.

\_\_\_\_\_  
Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Laura Sanderlin, NVTA Board Secretary

APPROVED:

\_\_\_\_\_  
Osman Mufti, NVTA Legal Counsel

**ATTACHMENT “A”**

Re: Submittal of Countywide Coordinated Claim to the Metropolitan Transportation Commission for the Allocation of **Fiscal Year (FY) 2022-23** TDA Article 3 Pedestrian/Bicycle Project Funds to Claimants in **Napa County**

**Prioritized List of Projects (FY 2022-23)**

	<b>Short Title Description of Project</b>	<b>TDA Article 3 Amount</b>	<b>Total Project Cost</b>
1.	City of Calistoga, Lincoln Ave at Brannon St. Crossing Project	\$ 150,000	\$ 360,000
	<b>TOTALS</b>	<b>\$ 150,000</b>	<b>\$360,000</b>

**ATTACHMENT 2**  
**Board Agenda Item 9.4**  
**March 15, 2023**

**FY 2022-23 FUND ESTIMATE**  
**TRANSPORTATION DEVELOPMENT ACT FUNDS**  
**NAPA COUNTY**

*Attachment A*  
*Res No. 4504*  
*Page 5 of 20*  
*9/28/2022*

FY2021-22 TDA Revenue Estimate				FY2022-23 TDA Revenue Estimate			
<b>FY2021-22 Generation Estimate Adjustment</b>				<b>FY2022-23 County Auditor's Generation Estimate</b>			
1. Original County Auditor Estimate (Feb, 21)	8,979,207			13. County Auditor Estimate		10,405,658	
2. Actual Revenue (Jul, 22)	11,275,897			<b>FY2022-23 Planning and Administration Charges</b>			
3. Revenue Adjustment (Lines 2-1)		2,296,690		14. MTC Administration (0.5% of Line 13)		52,028	
<b>FY2021-22 Planning and Administration Charges Adjustment</b>				15. County Administration (0.5% of Line 13)		52,028	
4. MTC Administration (0.5% of Line 3)	11,483			16. MTC Planning (3.0% of Line 13)		312,170	
5. County Administration (Up to 0.5% of Line 3) <sup>4</sup>	11,483			17. Total Charges (Lines 14+15+16)		416,226	
6. MTC Planning (3.0% of Line 3)	68,901			18. TDA Generations Less Charges (Lines 13-17)		9,989,432	
7. Total Charges (Lines 4+5+6)		91,867		<b>FY2022-23 TDA Apportionment By Article</b>			
8. Adjusted Generations Less Charges (Lines 3-7)		2,204,823		19. Article 3.0 (2.0% of Line 18)		199,789	
<b>FY2021-22 TDA Adjustment By Article</b>				20. Funds Remaining (Lines 18-19)		9,789,643	
9. Article 3 Adjustment (2.0% of line 8)	44,096			21. Article 4.5 (5.0% of Line 20)		489,482	
10. Funds Remaining (Lines 8-9)		2,160,727		22. TDA Article 4 (Lines 20-21)		9,300,161	
11. Article 4.5 Adjustment (5.0% of Line 10)	108,036						
12. Article 4 Adjustment (Lines 10-11)		2,052,691					

**TDA APPORTIONMENT BY JURISDICTION**

Column	A	B	C=Sum(A:B)	D	E	F	G	H=Sum(C:G)	I	J=Sum(H:I)
	6/30/2021	FY2020-21	6/30/2021	FY2020-22	FY2021-22	FY2021-22	FY2021-22	6/30/2022	FY2022-23	FY2022-23
Apportionment Jurisdictions	Balance (w/o interest)	Interest	Balance (w/ interest) <sup>1</sup>	Outstanding Commitments <sup>2</sup>	Transfers/ Refunds	Original Estimate	Revenue Adjustment	Projected Carryover	Revenue Estimate	Available for Allocation
Article 3	225,982	3,028	229,011	(398,382)	0	172,401	44,096	47,126	199,789	246,915
Article 4.5	62,969	439	63,409	(300,000)	0	422,382	108,036	293,827	489,482	783,309
<b>SUBTOTAL</b>	<b>288,952</b>	<b>3,468</b>	<b>292,419</b>	<b>(698,382)</b>	<b>0</b>	<b>594,783</b>	<b>152,132</b>	<b>340,953</b>	<b>689,271</b>	<b>1,030,224</b>
Article 4/8										
NVTA <sup>3</sup>	7,445,594	53,860	7,499,455	(13,931,921)	0	8,025,256	2,052,691	3,645,481	9,300,161	12,945,642
<b>SUBTOTAL</b>	<b>7,445,594</b>	<b>53,860</b>	<b>7,499,455</b>	<b>(13,931,921)</b>	<b>0</b>	<b>8,025,256</b>	<b>2,052,691</b>	<b>3,645,481</b>	<b>9,300,161</b>	<b>12,945,642</b>
<b>GRAND TOTAL</b>	<b>\$7,734,546</b>	<b>\$57,328</b>	<b>\$7,791,874</b>	<b>(\$14,630,303)</b>	<b>\$0</b>	<b>\$8,620,039</b>	<b>\$2,204,823</b>	<b>\$3,986,434</b>	<b>\$9,989,432</b>	<b>\$13,975,866</b>

1. Balance as of 6/30/21 is from the MTC FY2020-21 Audit, and it contains both funds available for allocation and funds that have been allocated but not disbursed.

2. The outstanding commitments figure includes all unpaid allocations as of 6/30/21, and FY2021-22 allocations as of 6/30/22.

3. NVTA is authorized to claim 100% of the apportionment to Napa County.



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Resolution No. 23-08 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP)

### **STAFF RECOMMENDATION**

That the NVRTA Board approve Resolution No. 23-08 (Attachment 1) approving the FY 2022-23 Low Carbon Transit Operations Program (LCTOP) Zero Emission Bus project.

### **EXECUTIVE SUMMARY**

Napa Valley Transportation Authority (NVRTA) is eligible to receive FY 2022-23 Low Carbon Transit Operations Program (LCTOP) funds. These funds are disbursed on a formula basis by the California Department of Transportation (Caltrans) and on a population basis by the Metropolitan Transportation Commission (MTC). Funding is generated from Assembly Bill 32 Cap & Trade proceeds. Caltrans requires that recipients provide a board-approved resolution annually to receive the funds.

### **FISCAL IMPACT**

NVRTA will receive \$389,736 to acquire one zero emission buses upon Board approval of the attached Resolution.



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Director of Administration, Finance, and Policy  
(707) 259-8779 / Email: [aonorato@nvta.ca.gov](mailto:aonorato@nvta.ca.gov)  
**SUBJECT:** Resolution No. 23-08 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP)

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### **RECOMMENDATION**

That the NVRTA Board approve Resolution No. 23-08 (Attachment 1) for the FY 2022-23 Low Carbon Transit Operations Program (LCTOP) Zero Emission Bus project.

### **COMMITTEE RECOMMENDATION**

None

### **BACKGROUND**

In 2018, the California Air Resources Board (CARB) approved the Innovative Clean Transit regulation, which requires small public transit providers, like NVRTA, with fewer than 100 buses to transition to zero-emission buses (ZEBs) beginning in June of 2023, with the objective of having a zero emission bus (ZEB) fleet by 2040. Early acquisition of zero emission buses prior to the regulation going into effect qualifies NVRTA to be eligible for certain fund sources to replace its existing fleet with ZEBs that become unavailable after the Innovative Clean Transit regulation goes into effect. Those fund sources include LCTOP and Hybrid Voucher Incentive Program (HVIP) funds. Accelerating the replacing diesel, gasoline, and compressed natural gas-fueled vehicles significantly reduces the cost impacts to the agency of electrifying the Vine Transit fleet.

The cost of electric buses is roughly 40 percent more than standard diesel buses, therefore, competitive fund sources and creative financing are essential to accomplish this unfunded mandate.

MTC allocated \$360,651 (LCTOP population-based allocation) to NVTA and \$29,085 was apportioned to NVTA on the revenue formula overseen by Caltrans. The total funds made available total \$389,736. Caltrans requires that recipients provide a Board-approved resolution to receive these funds each year.

Table 1 provides a summary of the funding plan with identified fund sources and Table 2 shows the expenditure plan to acquire one (1) 40' electric bus.

Table 1: Funding Plan

<b>Fund Source</b>	<b>Amount</b>
LCTOP FY2022-23	\$389,736
ARB Hybrid Voucher Incentive Program	150,000
TDA	643,264
<b>Total Funding</b>	<b>\$1,183,000</b>

Table 2: Expenditure Plan

<b>Capital Project</b>	<b>Amount</b>
40' Battery Electric Bus	\$900,000
Upgrades & Charging Equipment, Taxes	283,000
<b>Total Expenses</b>	<b>\$1,183,000</b>

## **ALTERNATIVES**

If the resolution is not adopted, the agency will not receive its FY2022-23 LCTOP funds slowing the agency's fleet electrification goals, and further impacting the agency's other fund sources.

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

Goal 3: Use taxpayer dollars efficiently.

LCTOP funding supplements the budget for ZEB purchases. Without this funding source, NVTA would need to use TDA funds as a local match - funding that could be used for other projects.

Goal 5: Minimize the energy and other resources required to move people and goods. The agency Short Range Transit Plan and Countywide Transportation Plan accelerate the replacement of the diesel and gasoline vehicles with zero emission vehicles. The LCTOP funding will help the agency meet that goal.



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**ATTACHMENT(S)**

(1) Resolution No. 22-08

**RESOLUTION No. 23-08**

**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:  
NVRTA ZERO EMISSION BUS PROCUREMENT PROJECT FOR \$389,736**

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

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Napa Valley Transportation Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2022-23 LCTOP funds:

*(Continued to next page)*

Project Name: NVTA Zero Emission Bus Procurement Project

Amount of LCTOP funds requested: \$389,736

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

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

Contributing Sponsors: Metropolitan Transportation Commission (MTC)

Passed and adopted the 15<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Laura M. Sanderlin, NVTA Board Secretary

APPROVED:

\_\_\_\_\_  
Osman Mufti, NVTA Legal Counsel



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Soscol Gateway Transit Center First and Second Floor Modifications Architecture and Design Services

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor modifications to Agreement Number 23-C07 (Attachment 1) with Moniz Architecture for architectural and engineering services associated with the Soscol Gateway Transit Center First and Second Floor Modifications project for an amount not to exceed \$118,212.

### **EXECUTIVE SUMMARY**

The agency never completed the build out of the 1<sup>st</sup> floor at the Soscol Gateway Transit Center. In addition, the culture of work has changed significantly since the beginning of the pandemic. Staff time is now required to coordinate with funding and project partners from around the region and the state using virtual communication platforms. This has created a lot of noise which undermines concentration and the ability of other workers to focus.

Following a thorough building evaluation and input from all employees, a project scope was developed to complete the first floor build out, reduce noise levels and create a more effective workspace. Improvements include adding two offices, a meeting space, statutorily required wellness room, restroom with shower and changing area and expanding the bus driver break room on the building's first floor and installing acoustical treatment and two small meetings rooms in the building's second floor cubicle area. This contract will help NVTA implement the proposed improvements and create a more productive work environment for its employees and bus drivers.

### **FISCAL IMPACT**

Yes. The estimate cost of the project \$850,000 for all phases, which was authorized as part of the NVTA biannual budget. With a design phase cost of \$118,212, there is approximately \$730,000 remaining to construct the proposed improvements.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Grant Bailey, Program Manager – Engineering and Projects  
(707) 259-5951 / Email: [gbailey@nvta.ca.gov](mailto:gbailey@nvta.ca.gov)  
**SUBJECT:** Soscol Gateway Transit Center First and Second Floor  
Modifications Architecture and Design Services

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor modifications to Agreement Number 23-R02 (Attachment 1) with Moniz Architecture for architectural and engineering services associated with the Soscol Gateway Transit Center First and Second Floor Modifications project for an amount not to exceed \$118,212.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

When the Soscol Gateway Transit Center (SGTC) was first constructed, a number of areas remained undeveloped, including the first floor. The agency has grown to accommodate new responsibilities and to manage the agency's many projects. Coupled with the new work culture following the pandemic, staff recognized that modifications to the SGTC was timely and budgeted for these improvements in the FYs 2023-2024 agency budget which was approved by the Board in May of 2022.

At the conclusion of the Pandemic lock-down, staff transitioned to using virtual meeting platforms to participate in planning, project, policy, and funding meetings. This has resulted in increased noise levels, which undermines the ability of other staff to concentrate on work, communicate with co-workers, and participate in meetings. The proposed changes are intended to improve the office environment to compliment the new ways in which we work.

Following a facility review and engaging with staff to understand their needs, the following general vision for the project was generated:

*First Floor – Design two (2) offices, a meeting space, wellness room, restroom with toilet, shower, and changing area and expand the bus driver break room.*

*Second Floor – Sound attenuation for open cubicle area in two phases. Phase I will assess current acoustical environment and install minimally invasive acoustical treatment as well as two small meeting rooms. Phase II will assess feasibility of enclosed office spaces for existing cubicles and provide design with construction to follow under a separate contract.*

Staff vision for this project is to effectively manage the challenges posed by simultaneous virtual meetings and other hybrid work environment phenomenon, leading to a reduction in noise levels and distractions. The initial goal is to reduce noise levels in the administrative offices by implementing phase I on the second floor, which includes the installation of acoustical treatments and virtual meeting breakout rooms. As the project moves forward, staff aims to implement additional measures on the first floor to mitigate disturbances and improve the overall work environment.

On January 6, 2023, NVTa released a Request for Proposals (RFP) No. 23-R02 for architectural and engineering services for the Soscol Gateway Transit Center First and Second Floor Modifications project. The RFP was advertised on the NVTa website, Public Purchase and other regional platforms. A total of three (3) proposals were received. The proposals were evaluated based upon five criteria:

- Background and Experience
- Understanding of Work to be Done
- Qualifications of Proposer
- Capability of Developing Innovative/Creative Solutions
- Cost

The evaluation committee consisted of the Executive Director, Program Manager – Engineer, and Senior Planner. Based on the proposals received, the committee found Moniz Architecture possesses the background, qualifications, and necessary understanding of the work to successfully deliver the project objectives. Staff is recommending the Board authorize the Executive Director to execute and make minor modifications to an agreement with Moniz for these services in an amount not to exceed \$107,465 plus 10% contingency for a total of \$118,212.

## **ALTERNATIVES**

Alternative 1: Defer the project. However, without the proposed modifications to the Soscol Gateway Transit Center, NVTA staff will likely continue to struggle with the challenges posed by hybrid work. This could negatively impact staff members' ability to work efficiently and effectively, leading to a decrease in overall productivity. Additionally, the less-than-optimal work environment could lead to employee dissatisfaction and a higher risk of staff turnover.

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

Goal 3: Use taxpayer dollars efficiently.

By investing in the Soscol Gateway Transit Center modifications project to create a better work environment, NVTA is using taxpayer dollars efficiently by supporting employee satisfaction, retention, and productivity, which can lead to cost savings and improved services to the community.

Hiring consultants for a short term with expertise in a variety of fields is more economically viable than hiring full time employees with the qualifications needed to design the improvements proposed by this project.

## **ATTACHMENT(S)**

(1) Agreement No. 23-R02 – Moniz Architecture

**NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)**

**AGREEMENT NO. 23-C07**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 Moniz Architecture, a Sole Proprietorship, whose mailing address is 2401 C Street, Sacramento, CA 95816, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, NVTA wishes to obtain specialized services in order to provide architectural design and construction support services in support of the Soscol Gateway Transit Center – First and Second Floor Modifications project; and

**WHEREAS**, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its March 15, 2023, meeting; and

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

**TERMS**

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on \_\_\_\_\_, 202X, 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 EXHIBIT A and CONTRACTOR's proposal incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.
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 **\$118,212** 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 Director Administration, Finance and Policy 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](mailto: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 Director Administration, Finance and Policy. 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 owned, 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.

(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, or pertaining to, or relating to the negligence, recklessness, or willful misconduct 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 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 NVTA, the property of and shall be promptly returned to NVTA, 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 NVTa 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 NVTa for damages sustained by NVTa by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTa may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTa 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.

NVTa

Kate Miller  
Executive Director  
625 Burnell Street  
Napa, CA 94559

CONTRACTOR

Alicia Moniz, AIA, LEED AP  
Owner  
2401 C Street  
Sacramento, CA 95816

15. **Compliance with NVTa 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 NVTa 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 4, 2005. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

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

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

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

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

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this

Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

**19. Interpretation; Venue.**

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

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

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended

from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTa by the State of California pursuant to Agreement between NVTa and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form I-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, and any applicable Federal provisions contained in Attachment 1 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 three (3) years after NVTa makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.



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

24. **Conflict of Interest.**

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

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

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

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

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages

for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

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

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

30. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

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

**[SIGNATURES ON NEXT PAGE]**

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

“NVRTA”

“CONTRACTOR”  
Moniz Architecture

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

By \_\_\_\_\_  
Alicia Moniz, AIA, LEED AP  
Owner

ATTEST:

By \_\_\_\_\_  
LAURA SANDERLIN, Board Secretary

APPROVED AS TO FORM:

By \_\_\_\_\_  
NVRTA General Counsel

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall provide NVTa with the following services:

*Architectural design and construction support services in support of the Soscol Gateway Transit Center – First and Second Floor Modifications project – as per attached.*

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

## **SCOPE OF WORK**

### **SOSCOL GATEWAY TRANSIT CENTER FIRST AND SECOND FLOOR MODIFICATIONS**

The following is a summary of the general vision of floor plan modifications to be designed by the CONTRACTOR:

*First Floor* – Design two (2) offices, a meeting space, wellness room, restroom area with toilet, shower, and changing area, and to expand the bus driver break staff break room.

*Second Floor* – Design of sound attenuation in the open cubicle work area which shall be performed in two (2) phases. Phase I shall address the acoustical environment and the installation of minimally invasive acoustical treatment, as well as the design of two (2) small meeting rooms. Phase II will address the enclosing of existing cubicles and provide design with construction to follow under a separate contract.

#### **Scope of Work**

The Scope of Work is intended for the CONTRACTOR to understand the overall design requirements of the project and is not intended to identify each specific design component related to code and construction items. The CONTRACTOR shall provide those specific details during the design phase of the project and ensure that the specific design components are in compliance with all applicable codes and regulating authorities' requirements.

#### **Task 1 Project Management**

CONTRACTOR shall coordinate with NVTa to schedule a

- Pre-design kick-off meeting to discuss concepts and needs for Tasks 2-5. The in-person meeting will be held at 625 Burnell Street in Napa on a date mutually agreed upon by both parties; and
- As part of, or in addition to, the pre-design kickoff meeting, an engagement meeting with all NVTa staff should be scheduled to discuss organizational and staff needs for building modifications.
- Conduct regular meetings with NVTa project team for design review.

#### **Task 2 Second Floor, Phase I**

Design and install acoustic treatment(s) for ten (10) workstations located in the open space area.

- CONTRACTOR shall conduct an architectural acoustical analysis with all or majority of staff members present in their workstations, which shall include the measurement of decibels generated by printing equipment in the small conference space located in the open work area.
- CONTRACTOR shall design and develop acoustical treatment options to significantly reduce sound volume in open area, that includes an estimated reduction amount measured by percentage or decibels, including the impact of the existing printing equipment (see Task 3).
  - Acoustic treatment improvements shall include reconfiguring workspaces, augmenting/increasing wall height or other treatment necessary to minimize noise.
- CONTRACTOR shall provide installation of acoustic treatments selected by NVTa. All work shall adhere to relevant public works contract requirements, applicable codes, and regulating authorities.

### **Task 3 Second Floor, Phase I – Two (2) Small Conference Rooms**

- CONTRACTOR shall provide design and installation services to reconfigure current small conference room area to accommodate printing equipment, and two (2) small conference rooms.

### **Task 4 First Floor**

- CONTRACTOR shall provide a first floor design to modify the space to incorporate two (2) private office spaces, a wellness room, a restroom area with shower facility, toilet, and changing area, and a meeting space for 8-10 people, while maintaining access to existing cabinetry, utility boxes and conduits, and bicycle storage. Rearranging existing cabinetry and covering utility conduits is acceptable provided all relevant code and utility access requirements are maintained.
- CONTRACTOR shall include and consider the expansion of the Vine Transit bus driver staff break room, currently utilized by staff of NVTa contractor Transdev.
- CONTRACTOR's designs may include building footprint expansion and/or a detached accessory unit.
- Task shall include, but not as to limit to:
  - At least two (2) preliminary concept layouts of the first floor for consideration prior to final construction document development.
  - Consideration of ADA compliance.

## **Task 5 Project Specifications and Estimates**

- CONTRACTOR shall conduct a structural, electrical, mechanical, seismic, and plumbing analysis related to all aspects of the modifications for the space and confirm proposed alterations are in compliance with all applicable codes and regulating authorities' requirements.
- CONTRACTOR shall complete the design and provide construction documents and coordination including, but not limited to plans, specifications, product cut sheets, cost estimates, schedules, construction updates and any other related or required documentation for all relevant tasks.
- CONTRACTOR shall provide cost estimates with each progress submittal at the level of detail appropriate for design development. (i.e., concept level design – cost estimate within 20% of actual cost, final construction documents – cost estimate within 5% of actual cost)

## EXHIBIT B

### COST SHEET / FEE SCHEDULE

TASK	DESCRIPTION	AMOUNT
1	<b>Project Management</b> <i>Meetings (Kick-off, engagement, and eight (8) other)</i>	\$ 9,920
2	<b>Second Floor, Phase I</b> <i>Design acoustic improvements (excl. installation)</i>	\$ 22,610
3	<b>Second Floor, Phase I - Two (2) Small Conference Rooms</b> <i>Design, prepare documents for two (2) small conference rooms simultaneous with Task 2 (excl. material acquisition/ installation and bidding support)</i>	\$ 17,060
4	<b>First Floor</b> <i>Design, prepare documents for 1st floor simultaneous with Task 2 &amp; 3, permitting, bidding support (excl. expansion of building footprint, changes to building envelope)</i>	\$ 45,375
5	<b>Project Specifications and Estimates</b> <i>for Phase I &amp; II, reimbursable allowance, preparation of specs and cost estimates, analyses and documents in specific Task/Phase line items</i>	\$ 12,500
	<b>Contingency</b>	\$ 10,747

**TOTAL \$ 118,212**

*The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed the amount shown per task and/or the total amount shown under EXHIBIT B of \$118,212.*

*Maximum payments under this Agreement shall not be construed as guaranteed sums.*

*Subject to Agreement, CONTRACTOR shall periodically invoice NVTA based on progress towards completion of each task/deliverables listed.*

*CONTRACTOR must obtain approval for any services not described in EXHIBIT A from NVTA **prior** to performance.*



# ATTACHMENT 1

## FEDERAL CONTRACT CLAUSES

### 1. AMENDMENTS

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

### 2. TERMINATION

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

### 3. RETENTION OF RECORDS

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

### 4. AUDITS

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

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

### 5. LICENSE TO WORK PRODUCTS (reserved)

### 6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132; and 49

U.S.C. § 5332 for federally funded projects, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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



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

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

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

**7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE project goal of 5.03 percent has been established for this project. NVTa has an overall established DBE goal of 2.8 percent. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

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

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

1. A finding of material breach of contract

2. Suspension of payment of invoices

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

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

**8. VETERANS PREFERENCE**

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

**9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

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

**11. ENERGY CONSERVATION PLAN**

Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321) and Federal requirements under 49 CFR 662 Subpart C.

**12. DEBARMENT**

Contractor certifies that neither it nor any of its participants, principals, or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

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

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

**13. CLEAN AIR AND WATER POLLUTION ACTS**

Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor agrees to report each violation to NVTA and understands and agrees that NVTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**14. LOBBYING**

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

**15. INDEMNIFICATION**

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

ultimately determined to be due to Contractor's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

**16. COMPLIANCE WITH LAWS**

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to NVTA, the U.S. DOT and FTA, which relate to or in any manner affect the performance of this Agreement. Those law, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on NVTA as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

**17. BUY AMERICA REGULATIONS**

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

**18. COMPLIANCE WITH FTA REGULATIONS**

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

**19. DAVIS-BACON ACT**

**(a) Minimum wages**

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

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



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

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

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

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

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

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

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

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit

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which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

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

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

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

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

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

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

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

(b) Withholding

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



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

(c) Payrolls and basic records

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

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

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part

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(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(d) Apprentices and Trainees

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



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

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

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

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

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

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(h) Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(j) Certification of eligibility:

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

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

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

## 20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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



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

**21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

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

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

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

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

**23. CARGO PREFERENCE-U.S. FLAG**

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

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside

the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

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

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

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

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

**24. SAFE OPERATION OF MOTOR VEHICLES**

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

**25. BUS TESTING**

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

**26. PREAWARD REVIEW AND POST DELIVERY REVIEW**

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

**27. SEISMIC SAFETY**

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

**28. FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of this contract in compliance with 49 CFR Part 18.

**29. BONDING REQUIREMENTS**

For those construction or facility improvement contracts or



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

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

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

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

a) Performance bonds

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

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

b) Payment bonds

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

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

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

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

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

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

payment bond necessary to protect NVTA.

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

Warranty of the Work and Maintenance Bonds

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

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

30. RECYCLED PRODUCTS PREFERENCE

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



31. PRIVACY ACT

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

32. BREACHES AND DISPUTE RESOLUTION

In compliance with 49 CFR Part 18/FTA Circular 4220.1F: *Disputes* - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NVT. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the NVT. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the NVT shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

*Claims for Damages* - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts

he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

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

33. ADA ACCESS REQUIREMENTS

Contractor must comply with the requirements that are applicable to

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

B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794;

C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section 5301 (d);

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

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

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

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

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

I. U.S. Equal Employment Opportunity Commission (EEOC),

"Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

J. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### COVER MEMO

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#### **SUBJECT**

Transportation Fund for Clean Air Program Manager Fund Authorizing Issuance of a Call for Projects for Fiscal Year End (FYE) 2024-26.

#### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve issuing a call for projects consistent with the Bay Area Air Quality Management District (BAAQMD) TFCA County Program Manager Fund Policies for FYE 2024.

#### **EXECUTIVE SUMMARY**

TFCA funds are generated from a four-dollar vehicle license fee authorized under Assembly Bill (AB) 434 administered by the Bay Area Air Quality Management District (BAAQMD). NVTA receives revenues from registered vehicles in Napa and allocates these revenues annually for projects that reduce automobile emissions.

The NVTA Board approved the Draft FYE 2024 Expenditure Plan at the February 15 meeting. The Draft FYE 2024 Expenditure Plan provides information on updated program revenues. Upon submission of the draft expenditure plan to the Air District, an error was noted that reduced the FYE 2024 amount by \$16,517. The FYE 2024 program revenues available for projects and administration are \$249,702 (Attachment 1). The Air District now allows programming larger projects over a three-year period, provided the project meets cost effectiveness for the total requested funds. The estimated revenue amount available for programming a larger project (3-year estimate) is \$599,702. Smaller projects can be programmed annually provided the project meets cost effectiveness objectives. The TFCA FYE 2024 applications are due to NVTA by Friday, April 14, 2023.

#### **FISCAL IMPACT**

Is there a Fiscal Impact? No. The TFCA funds are passthrough funds and therefore do not have a direct budget implication to NVTA's budget. However, approximately \$599,702 in new funding will be made available if the NVTA Board approves opening the call for projects.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Diana Meehan, Senior Planner  
(707) 259-8327 / Email: [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov)  
**SUBJECT:** Transportation Fund for Clean Air (TFCA) Program Manager Fund  
Authorizing Issuance of a Call for Projects for Fiscal Years Ending  
(FYE) 2024-26

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board issue a call for projects consistent with the Bay Area Air Quality Management District (BAAQMD) TFCA County Program Manager Fund Policies for Fiscal Years Ending 2024.

#### **COMMITTEE RECOMMENDATION**

The Technical Advisory Committee recommended the NVTA Board issue the TFCA Program Manager Fund Call for Projects for FYE 24-26.

#### **BACKGROUND**

BAAQMD updated guidance in FYE 2021 to accommodate programming larger projects over a three-year period. Larger projects must demonstrate cost effectiveness in the submission year to qualify for outer year estimated funds. Project proposals will be solicited from the jurisdictions for FYE 2024-26 once the Board opens the Call for Projects.

For large project requests, funds programmed in the first year of the three-year cycle have a firm commitment under the annually adopted expenditure plan. Funds in years two and three are flexible based on project status and actual available revenues generated by the program. The program is adjusted annually in February when the fund estimate is received and adopted.

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Updated TFCA program guidance for FYE 2024 can be found on the NVTa Website:

[https://www.nvta.ca.gov/sites/default/files/FYE\\_2024\\_TFCA\\_County\\_Program\\_Manager\\_Guidance%20pdf.pdf](https://www.nvta.ca.gov/sites/default/files/FYE_2024_TFCA_County_Program_Manager_Guidance%20pdf.pdf)

Projects in the TFCA program must meet basic project eligibility requirements described below and must be completed within two years of programming.

#### Basic Eligibility

1. Reduction of emissions
2. TFCA cost-effectiveness
3. Eligible recipients
4. Consistent with existing plans and programs
5. Public agencies applying on behalf of non-public entities

#### TFCA Project Eligibility

1. Bicycle Facility Improvements - new or upgraded to lower level of traffic stress
2. Arterial Management
3. Transit or Vanpool Incentive Programs
4. Shuttle/Vanpool Feeder Program
5. Smart Growth-vehicle trip reduction projects

### **APPLICATIONS**

Project applications are due to NVTa on **Friday, April 14 by 5:00 pm**. The project application can be found in Attachment 2. Cost effectiveness worksheets are updated annually. Jurisdictions are directed to not use older versions of the cost effectiveness worksheets to make project calculations and to contact NVTa staff for current cost effectiveness worksheets specific to project type.

### **ALTERNATIVES**

The Board could choose not to open the TFCA Program Manager Funds Call for Projects, leaving program funds at risk to be reallocated to projects in other counties.

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

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

The TFCA Program Manager Funds provide an opportunity to fund sustainable transportation projects, such as bicycle and pedestrian projects, clean vehicles and vehicle charging infrastructure or shuttle projects to serve a wide variety of local transportation needs.

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

The TFCA funded projects improve air quality and reduce traffic congestion by providing sustainable transportation options throughout the region.

**ATTACHMENT(S)**

- (1) Resolution 23-05
- (2) TFCA Program Guide and Application





**RESOLUTION No. 23-05**

**A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)  
ADOPTING THE TRANSPORTATION FUND FOR CLEAN AIR (TFCA)  
PROGRAM MANAGER EXPENDITURE PROGRAM FOR  
FISCAL YEAR END (FYE) 2024**

**WHEREAS**, the Bay Area Air Quality Management District (BAAQMD) has imposed a vehicle license fee as allowed under Assembly Bill 434 to implement actions that will help reduce harmful auto emissions; and

**WHEREAS**, that program is known as the Transportation Fund for Clean Air Program Manager funds; and

**WHEREAS**, Assembly Bill 434 calls for the designation of an overall program manager to receive forty percent of the fees generated in the county to be expended for the improvement of air quality; and

**WHEREAS**, the Napa Valley Transportation Authority (NVRTA) has been designated the overall program manager for Napa County; and

**WHEREAS**, the TFCA Program requires at least one public meeting each year for the purpose of adopting criteria for the expenditure of funds consistent with BAAQMD's Adopted TFCA County Program Manager Fund Policies; and

**WHEREAS**, the NVRTA held a public meeting on February 15, 2023, to adopt the criteria for the expenditure of TFCA funds.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors that

1. The foregoing recitals are true and correct.
2. Staff is directed to finalize and submit the FYE 2024 Expenditure Plan for Napa County, as shown in Exhibit A.

3. The Executive Director or her designee is authorized to submit to or request all necessary information from other agencies on behalf of the NVTa, and to execute any other documents or certifications to gain and expend these funds.

Passed and adopted this day of February 15, 2023.

Liz Alessio

Liz Alessio (Feb 22, 2023 09:51 PST)

Liz Alessio, NVTa Chair

Ayes: Garcia (2), Joseph (2),  
Williams (1), Eisenberg (1),  
Alessio (5), Sedgley (5),  
Dohring (1), Chouteau (1),  
Mohler (1), Knight (1)

Nays: None

Absent: Pedroza, Ramos

ATTEST:

Laura Sanderlin

Laura Sanderlin, NVTa Board Secretary

APPROVED:

Osman Mufti

Osman Mufti (Feb 21, 2023 12:43 PST)

Osman Mufti, NVTa General Counsel

# EXHIBIT "A"

## Summary Information

Directions: Please fill out the yellow highlights.

County Program Manager Agency Name:

Napa Valley Transportation Authority

Address:

625 Burnell Street

	Project	Admin (max 6.25%) [1]	Total (Project + Admin)
1 Estimated FYE 2024 DMV revenues (based on projected CY2022 revenues)	Line 1 \$ 184,875	\$ 12,325	\$ 197,200
2 Reconciliation and Reprogrammed Funds	Line 2 \$ 46,636 63,153	\$ 5,867	\$ 69,019
Reconciliation: Difference between prior-year estimate and actual revenue	\$ 14,927	\$ 995	\$ 15,922
a. Actual FYE 2022 DMV revenues (based on CY2021)	2a \$ 189,114	\$ 12,608	\$ 201,722
b. Estimated FYE 2022 DMV revenues	2b \$ 174,188	\$ 11,613	\$ 185,800
Reprogrammed: Total available for programming/reprogramming to other projects	\$ 31,709 48,226	\$ 4,872	\$ 36,581 53,098
c. Amount available from previously funded projects	2c \$ 26,972 43,489		
d. Admin expended in FYE 2022	2d \$	\$ 7,736	
e. Interest income earned on TFCA funds in CY 2022	2e \$ 4,737		
3 Move funds available from Admin to Projects (Optional)	Line 3 \$ 3,877	\$ (3,877)	
4 Estimated Total Available TFCA Funds (Sum of Lines 1, 2 and 3)	Line 4 \$ -251,905 235,388	\$ 14,315	\$ -266,219 249,702
Percentage of Estimated Revenue allocated to Administrative Costs (maximum of 6.25%)			
Previous % from FYE 2022 Expenditure Plan:			6.25%
Current % for FYE 2024:			6.25%

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

  
Kate Miller (Feb 22, 2023 10:35 PST)  
 Executive Director Signature

Feb 22, 2023

Date

[1] The "Estimated TFCA funds budgeted for administration" amount is listed for informational purposes only. Per California Health and Safety Code Section 44233, County Program Managers must limit their administrative costs to no more than 6.25% of the actual total revenue received from the Air District.



### Summary Information - Addendum

Complete if there are TFCA Funds available for reprogramming (do not include any CPM administrative budget. E.g., 24ALA00)

	Project #	Project Sponsor/Grantee	Project Name	\$ TFCA Funds Allocated	\$ TFCA Funds Expended	\$ TFCA Funds Available	Code*
1.	22NAP01	City of Napa	Westwood Ave. Sidewalk Project	\$40,360	\$24,058 ---\$0	\$16,302 -\$40,360	\$24,058 expended in FYE 2023 budget and remaining saved for FYE 2024 CP
2.	23NAP04	Town of Yountville	Electric Vehicle Purchase	\$10,670 -\$3,129	\$0	\$10,670 -\$3,129	CP
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

#### TOTAL TFCA FUNDS AVAILABLE FOR REPROGRAMMING

\$26,972 -\$43,489

(Enter this amount in Line 2.c. of Summary Information form)

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



Guide and Application for the  
Transportation Fund for Clean Air Program  
(TFCA) for Napa County Program Manager Funds



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

FYE 2024 Applications Due to NVTA: April 14, 2023

NVTA  
625 Burnell Street  
Napa, CA 94559  
Phone: 707-259-8631  
Fax: 707-259-8638  
<https://www.nvta.ca.gov/>

March 15, 2023

## **Greetings Participants!**

The Napa Valley Transportation Authority is pleased to announce a “Call for Projects” for the Transportation Fund for Clean Air, Program Manager Funds.

The Transportation Fund for Clean Air (TFCA) is a grant program, funded by a \$4 surcharge on motor vehicles registered in the Bay Area. This generates approximately \$22 million per year in revenues. The purpose of the TFCA program is to provide grants to implement the most cost-effective projects in the Bay Area that will decrease motor vehicle emissions, and thereby improve air quality. Projects must be consistent with the 1988 California Clean Air Act and the Bay Area 2017 Clean Air Plan (CAP). [https://www.baaqmd.gov/~media/files/planning-and-research/plans/2017-clean-air-plan/attachment-a\\_-proposed-final-cap-vol-1-pdf.pdf](https://www.baaqmd.gov/~media/files/planning-and-research/plans/2017-clean-air-plan/attachment-a_-proposed-final-cap-vol-1-pdf.pdf)

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

NVTA is pleased that your agency or organization has chosen the TFCA program as a potential funding source to complete your eligible project. This packet has been created to help guide you in submitting a successful application for funding.

The available funding for Napa County TFCA projects for FYE 2024 is approximately \$266,219. The Air District now allows multi-year funding for larger projects up to three years. Estimated funding available for qualifying multi-year projects is \$616,219 (FYE 24-26). The TFCA Applications for FYE 2024 are due to NVTA by 2:00 PM on Friday, April 14, 2023.

If you have any questions, please contact Diana Meehan, TFCA Program Manager at:

NVTA TFCA Program  
625 Burnell Street  
Napa, CA 94559  
Phone: 707-259-8327  
Email: [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov)  
Sincerely,

Kate Miller  
Executive Director

## **Introduction**

Vehicle emissions represent the largest contributor to unhealthful levels of ozone (summertime "smog") and particulate matter and on-road motor vehicles, including cars, trucks, and buses, constitute the most significant sources of air pollution in the Bay Area.

To protect public health, the California State Legislature enacted the California Clean Air Act in 1988. Pursuant to this law, the Bay Area Air Quality Management District (Air District) has adopted the [\*2017 Clean Air Plan \(CAP\)\*](#), which describes how the region will work toward compliance with State and Federal ambient air quality standards and make progress on climate protection. To reduce emissions from motor vehicles, the *2017 CAP* includes transportation control measures (TCMs) and mobile source measures (MSMs). A TCM is defined as "any strategy to reduce vehicle trips, vehicle use, vehicle miles traveled, vehicle idling, or traffic congestion for the purpose of reducing motor vehicle emissions." MSMs encourage the retirement of older, more polluting vehicles and the introduction of newer, less polluting motor vehicle technologies.

## **The TFCA Program**

To fund the implementation of TCMs and MSMs, the State Legislature authorized the Bay Area Air Quality Management District to impose a \$4 surcharge on motor vehicle registration fees paid within the San Francisco Bay Area. These revenues are allocated by the Air District through the Transportation Fund for Clean Air (TFCA). TFCA grants are awarded to public and private entities to implement eligible projects.

TFCA-funded projects have many benefits, for example:

- Reducing air pollution, including air toxics such as benzene and diesel particulates
- Conserving energy and helping to reduce greenhouse gas emissions
- Improving water quality by decreasing contaminated runoff from roadways
- Improving transportation options
- Reducing traffic congestion

Forty percent (40%) of these TFCA funds are pass-through funds to the designated county program manager in each of the nine counties within the Air District's jurisdiction based on the county's proportionate share of fee-paid vehicle registration ("County Program Manager Fund"). NVTa is the county program manager for these funds. The remaining sixty percent (60%) of these funds are awarded by the Air District to eligible projects and programs implemented directly by the Air District and to a grant program known as the Regional Fund.

### **Your Responsibilities as Project Sponsor:**

1. Submit projects to the Program Manager that comply with Air District policies.
2. Prepare and submit your project's information form and cost-effectiveness worksheet to the Program Manager.
3. Adhere to the Program Manager's timeline and submit deliverables as required.
4. Submit project status report forms bi-annually, by May 15 and October 15.
5. Complete your TFCA project two years from the effective date of the Master Agreement between the Program Manager and the Air District.
6. Provide proof of Air District credit for vehicles purchased, published materials, and construction funded or partially funded through the TFCA program.
7. Provide itemized invoices quarterly to the Program Manager for reimbursement of your project.
8. Provide proof of general liability insurance with a limit of not less than \$1,000,000 per occurrence.

### **NVTA's Responsibilities as Program Manager:**

1. Provide guidance, offer technical support to project sponsors.
2. Review Project Sponsor's Project Information forms, cost-effectiveness sheets, and reporting forms.
3. Administer program in accordance with applicable legislation, including Health and Safety Code Sections 44233, 44241, and 44242, and with Air District Board-Adopted TFCA County Program Manager Fund Policies
4. Hold one or more public meeting each year for the purpose of adopting criteria for the expenditure of the funds and to review expenditure of revenues received.
5. Provide funds only to projects that comply with Air District Policies and Procedures.
6. Encumber and expend funds within two years of the receipt of funds.
7. Provide information to the Air District and to auditors on the expenditures of TFCA funds

### **Basic Eligibility**

**Reduction of Emissions:** Only projects that result in the reduction of motor vehicle emissions within the Air District's jurisdiction are eligible. Projects must conform to the provisions of the California Health and Safety Code (HSC) sections 44220 et seq. and the Air District Board of Directors adopted TFCA County Program Manager Fund Policies for FYE 2024. Projects must achieve surplus emission reductions, i.e., reductions that are beyond what is required through regulations, ordinances, contracts, and other legally binding obligations at the time of the execution of a grant agreement

between the County Program Manager and the grantee. Projects must also achieve surplus emission reductions at the time of an amendment to a grant agreement if the amendment modifies the project scope or extends the project completion deadline.

**TFCA Cost-Effectiveness:** Projects must achieve TFCA cost-effectiveness, on an individual project basis, equal to or less than \$90,000 of TFCA funds per ton of total emissions reduced, unless a different value is specified in the policy for that project type. (See “Eligible Project Categories” in 2024 Program Guidance) Cost-effectiveness is based on the ratio of TFCA funds divided by the sum total tons of reactive organic gases (ROG), oxides of nitrogen (NOx), and weighted particulate matter 10 microns in diameter and smaller (PM10) reduced (\$/ton). All TFCA-generated funds that are awarded or applied to a project must be included in the evaluation. For projects that involve more than one independent component (e.g., more than one vehicle purchased, more than one shuttle route, etc.), each component must achieve this cost-effectiveness requirement.

**Eligible Projects, and Case-by-Case Approval:** Eligible projects are those that conform to the provisions of the HSC section 44241, Air District Board adopted policies and Air District guidance. On a case-by-case basis, County Program Managers must receive approval by the Air District for projects that are authorized by the HSC section 44241 and achieve Board-adopted TFCA cost-effectiveness but do not fully meet other Board-adopted Policies.

**Consistent with Existing Plans and Programs:** All projects must comply with the transportation control measures and mobile source measures included in the Air District's most recently approved plan for achieving and maintaining State and national ambient air quality standards, which are adopted pursuant to HSC sections 40233, 40717 and 40919, and, when specified, with other adopted State, regional, and local plans and programs.

**Multi-year Funded Project Requests:** If the Air District approves the Multi-Year Funded project during the initial year, the Project Sponsor is still required to apply for approval for its earmarked (years 2 and 3) funds during the regular programming cycle. In the subsequent program cycles, the project must still comply with the current policy for that year and provide regular documentation. The inputs for the Cost Effectiveness Worksheet evaluation would still use the total award amount (past funded, current funded, and future earmarked funds)-See 2024 program guidance for additional details and requirements for multi-year funding requests.

**Eligible Recipients:** Grant recipients must be responsible for the implementation of the project, have the authority and capability to complete the project, and be an applicant in good standing with the Air District.

A. Public agencies are eligible to apply for all project categories.

B. Non-public entities are only eligible to apply for new alternative-fuel (light, medium, and heavy-duty) vehicle and infrastructure projects, and advanced technology demonstrations that are permitted pursuant to HSC section 44241(b)(7).

**Readiness:** Projects must commence by the end of calendar year 2024. “Commence” includes any preparatory actions in connection with the project’s operation or implementation. For purposes of this policy, “commence” can mean the issuance of a purchase order to secure project vehicles and equipment, commencement of shuttle/feeder bus and ridesharing service, or the delivery of the award letter for a construction contract.

**Maximum Two Years Operating Costs:** Projects that provide a service, such as ridesharing programs and shuttle and feeder bus projects, are eligible to apply for a period of up to two (2) years. Grant applicants that seek TFCA funds for additional years must reapply for funding in the subsequent funding cycles.

### **APPLICANT IN GOOD STANDING**

**Independent Air District Audit Findings and Determinations:** Grantees who have failed either the fiscal audit or the performance audit for a prior TFCA-funded project awarded by either County Program Managers or the Air District are excluded from receiving an award of any TFCA funds for five (5) years from the date of the Air District’s final audit determination in accordance with HSC section 44242, or duration determined by the Air District Air Pollution Control Officer (APCO). Existing TFCA funds already awarded to the project sponsor will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed fiscal audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed performance audit means that the program or project was not implemented in accordance with the applicable Funding Agreement or grant agreement.

A failed fiscal or performance audit of the County Program Manager or its grantee may subject the County Program Manager to a reduction of future revenue in an amount equal to the amount which was inappropriately expended pursuant to the provisions of HSC section 44242(c)(3).

**Authorization for County Program Manager to Proceed:** Only a fully executed Funding Agreement (i.e., signed by both the Air District and the County Program Manager) constitutes the Air District’s award of County Program Manager Funds. County Program Managers may only incur costs (i.e., contractually obligate itself to allocate County Program Manager Funds) after the Funding Agreement with the Air District has been executed.

**Insurance:** Both the County Program Manager and each grantee must maintain general liability insurance, workers compensation insurance, and additional insurance as appropriate for specific projects, with required coverage amounts provided in Air District guidance and final amounts specified in the respective grant agreements.

## **Use of TFCA Funds**

**1. Cost of Developing Proposals:** The costs of developing grant applications for TFCA funding are not eligible to be reimbursed with TFCA funds.

**2. Combined TFCA Program Funds:** TFCA County Program Manager Funds may not be combined with TFCA Regional Funds to fund a County Program Manager Fund project. Projects that are funded by the TFCA County Program Manager Fund are not eligible for additional funding from other funding sources that claim emissions reduction credits. However, County Program Manager-funded projects may be combined with funds that do not require emissions reductions for funding eligibility.

**3. Personal equipment:** Funds may not be used for the purchase of personal computing equipment for an individual's home use

**4. Expend Funds within Two Years:** County Program Manager Funds must be expended within two (2) years of receipt of the first transfer of funds from the Air District to the County Program Manager in the applicable fiscal year. A County Program Manager may, if it finds that significant progress has been made on a project, approve a (1-year) extension.

## **TFCA Project Types**

- 1. Ridesharing projects**
- 2. Shuttle/Feeder Bus**
- 3. Bicycle Facility Improvements**
- 4. Smart Growth -Vehicle Trip Reduction**
- 5. Clean Air Vehicle Purchase**
- 6. Electric Vehicle Charging**
- 7. Arterial Management**

## **Ineligible Project Types**

**1. Duplication:** Projects that have previously received any TFCA funds, e.g., TFCA Regional Funds or County Program Manager Funds, and that do not propose to achieve additional emission reductions are not eligible.

**2. Planning Activities:** The costs of preparing or conducting feasibility studies are not eligible. Planning activities are not eligible unless they are directly related to the implementation of a specific project or program.



**3. Employee Subsidies:** Projects that provide a direct or indirect financial transit or rideshare subsidy or shuttle/feeder bus service exclusively to employees of the project sponsor are not eligible.

**4. Cost of Developing Proposals and Grant Applications:** The costs to prepare proposals and/or grant applications are not eligible.

### **Recent Project Examples in Napa County**

<u>Project Name</u>	<u>Sponsor</u>	<u>TFCA Funds</u>	<u>Total Project \$</u>
Imola Park & Ride Phase II	NVTA	\$239,843	\$2,010,000
Napa Valley Vine Trail Calistoga to St. Helena	NVTA	\$217,077	\$9,100,000
St. Helena Main St. Pedestrian Improvements	City of St. Helena	\$149,344	\$1,400,000

### **Dates of Importance**

**April 14, 2023**      **Project submittals are due to NVTA by 2:00 p.m.**

**August 16, 2023**      Deadline: Within three months of Board approval, Program Manager submits request for Air District approval of any projects that do not conform to TFCA policies (date tentative) or projects requesting Multi-year funding

**November 1, 2023**      Deadline: Within six months of Board approval, Program Manager (NVTA) provides Cost-Effectiveness Worksheets and Project Information forms for new FYE 2024 projects to the Air District (date tentative)

### **Project Selection Process**

The project selection process is as follows. The NVTA Technical Advisory Committee (TAC), with representation from all six Napa County jurisdictions, will serve as the selection and prioritization committee. NVTA staff will run the prospective projects through an initial qualification process based on project eligibility, and present their findings to the TAC. TAC's recommendations will be forwarded to the NVTA Board.

Projects will be evaluated on a cost effective and project readiness basis.

## **TFCA Program Manager Selection Criteria for Napa County**

- 1) The proposed project must improve the quality of the air as determined by the Air District
- 2) The project must fall into one or more of the statutory expenditure categories, which are:
  - The implementation of ridesharing programs.
  - The purchase or lease of clean fuel buses for school districts and transit operators.
  - The provision of local feeder bus or shuttle service to rail and ferry stations and to airports.
  - Implementation and maintenance of local arterial traffic management.
  - Implementation of rail-bus integration and regional transit information systems.
  - Implementation of low-emission and zero-emission vehicle programs and of demonstration projects in telecommuting and in congestion pricing of highways, bridges, and public transit.
  - Implementation of a smoking vehicles program (Air District project).
  - Implementation of an automobile buy-back scrappage program operated by a governmental agency (Air District project).
  - Implementation of bicycle facility improvement projects that are included in an adopted countywide bicycle plan or congestion management program.
  - The design and construction by local public agencies of physical improvements that support development projects that achieve motor vehicle emission reductions.
  - Implementation of vehicle-based projects to reduce mobile source emissions, including but not limited to, engine repowers, engine retrofits, fleet modernization, alternative fuels, and advanced technology demonstrations.
- 3) Geographic equity in the Napa region.
- 4) The project proponent has expended past allocations of funds in a timely manner.
- 5) Meet the requirements of the Air District Board-Approved TFCA County Program Manager Fund Policies.

### **Application Instructions:**

TFCA project applications for FYE 2024 must be submitted to NVTa no later than **2:00 pm on Friday, April 14, 2024.** Applications may be emailed to Diana Meehan at [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov). Applications must be in the form of a completed Project Information Form that provides a detailed project scope and includes a cost effectiveness calculation. To obtain a cost effectiveness calculation worksheet contact Diana Meehan.

## **What Happens After Submission?**

After applications are submitted to NVTA the evaluation process will begin. NVTA plans on the following action timeline:

- April 2023 – NVTA will evaluate the potential FYE 2024 TFCA projects
- May 4, 2023 – NVTA will take proposed projects to the NVTA Technical Advisory Committee (TAC) for recommendation to NVTA Board
- May 17, 2023 – NVTA will take proposed final projects for FYE 2024 to the NVTA Board for approval
- July- August 2023 – Review by Air District for project cost effectiveness and program compliance
- August/September - NVTA sends out agreements to project sponsors
- October/November – Submit projects to Air District by November 1

## **TFCA Do's and Don'ts**

### **Do**

- Establish a clear link to the air quality benefits of your project
- Provide detailed project cost estimates
- Have good back-up documentation including maps and pictures
- Have a clearly defined project scope and timeline
- Keep NVTA in “the loop” the greater understanding the Program Manager has of your project, the better

### **Don't**

- Bite off more than you can chew – if the project cannot be completed in two years, apply for funding in phases or for a multi-year funded project.
- Scope creep – when you fill out your **Project Information Form** this is your application. You have to adhere to the project description you write on this form
- Forget to ask for help – NVTA is here as a resource, do not assume, rather ask for clarification
- Apply for the TFCA funds now, and figure out where the rest of your project's funding is going to come from later – projects should be completed in two years.

## **Frequently Asked Questions**

### **1. Is there a local match requirement to apply for TFCA funding?**

No, there is no requirement for a local match.

**2. Can TFCA Program Manager Funds be combined with TFCA Regional Funds?**

No, TFCA funds cannot be combined with TFCA Regional funds but may be combined with other funding sources, local, federal, state.

**3. What is the TFCA funding limit for alternative fuel vehicles?**

TFCA funds awarded to alternative fuel vehicle projects may not exceed incremental cost after all other applicable manufacturer and local/state rebates, tax credits, and cash equivalent incentives are applied. Incremental cost is the difference in cost between the purchase or lease price of the vehicle and/or retrofit and its new conventional vehicle counterpart that meets, but does not exceed 2011 CARB emissions standards.

**Contact Information**

Napa County TFCA Program Manager:

Diana Meehan

625 Burnell Street

Napa, CA 94559

Phone: (707) 259-8327

[dmeehan@nvta.net](mailto:dmeehan@nvta.net)

NVTA Main Office

625 Burnell Street

Napa, CA 94559

Phone: (707) 259-8631

Fax: (707) 259-8638

Bay Area Air Quality Management District

Strategic Incentives Division

Hannah Cha, Staff Specialist

375 Beale St., Ste. 600

San Francisco, CA 94105

[hcha@baaqmd.gov](mailto:hcha@baaqmd.gov)

## *Project Information Form*

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A. Project Number: \_\_\_\_\_

*Use consecutive numbers for projects funded, with year, county code, and number, e.g., 24NAP01, 24NAP02 for Napa County. Zero (e.g., 24NAP00) is reserved for County Program Manager TFCA funds allocated for administration costs.*

B. Project Title: \_\_\_\_\_

*Provide a concise, descriptive title for the project (e.g., "Elm Ave. Signal Interconnect" or "Purchase Ten Gasoline-Electric Hybrid Light-Duty Vehicles").*

C. Project Category (project will be evaluated under this category): \_\_\_\_\_

D. TFCA County Program Manager Funds Allocated: \$ \_\_\_\_\_

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

F. Total TFCA Funds Allocated (sum of C and D): \$ \_\_\_\_\_

G. Total Project Cost: \$ \_\_\_\_\_

H. Project Description:

*Project Sponsor will use TFCA funds to \_\_\_\_\_. Include information sufficient to evaluate the eligibility and cost-effectiveness of the project. Please provide answers for who, what, when, and where for the project. Examples of the information needed include but are not limited to what will be accomplished by whom, how many pieces of equipment are involved, how frequently it is used, the location, the length of roadway segments, the size of target population, etc. Background information should be brief. For shuttle/feeder bus projects, indicate the hours of operation, frequency of service, and rail station and employment areas served.*

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

*Reference the appropriate Final Report form that will be completed and submitted after project completion. See [www.baaqmd.gov/tfca4pm](http://www.baaqmd.gov/tfca4pm) for a listing of the following reporting forms:*

- *Trip Reduction*
- *Clean Air Vehicles*
- *Bicycle Projects*
- *Arterial Management Projects*
- *Repower and Retrofit*

J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project. *For example, for vehicle projects, include the California Air Resources Board Executive Orders for all engines and diesel emission control systems. Note, Cost-Effectiveness Worksheets are not needed for TFCA County Program Managers' own administrative costs.*

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

L. Comments (if any):

M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location:

<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)

## **Section 2. Project Category Specific Questions**

- N. If a **ridesharing, first- and last-mile connections service, pilot trip reduction, transit information, telecommuting or infrastructure improvement project**, explain how the number of vehicle trips that will be reduced by the project was estimated, and provide supporting information and data to justify the estimate. For example, if the Project Sponsor is not using default assumptions, they should provide data based on a pre-project survey, focus groups, or other sources to document user demand, pre-project mode of travel, average length of vehicle trip, etc.
- O. If an **arterial management or signal timing project**, confirm that the data for traffic volume and average vehicle speed be generated concurrently (i.e., during the exact same day and time period).
- P. If an **alternative fuel vehicle** project, provide the following information:
- Vehicle type (e.g., plug-in hybrid-electric, fuel cell vehicles)
  - Gross Vehicle Weight Rating
  - New vehicle or replacement project? A project is a replacement project if the existing vehicle is operational and will be scrapped for the sole purpose of the project.
  - If this is a new vehicle project, explain how the anticipated usage (miles per year) for the vehicles were estimated.
- Q. If a **first- and last-mile connections service** project, confirm that the service will comply with all the following requirements:
- ☐ Service connects directly to a transit station and a distinct commercial or employment location.
  - ☐ Service schedule coordinates with the mass transit's schedule.
  - ☐ Service is available for use by all members of the public.
  - ☐ Service is at least 70% unique and operates where no other service was provided within the past three years.
- R. If a **pilot trip reduction** project, confirm that the project complies with all the following requirements:
- ☐ Project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.
  - ☐ Service is available for use by all members of the public.
  - ☐ Applicant provided a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year.
  - ☐ If the local transit provider is not a partner, the applicant demonstrated that they have attempted to have the service provided by the local transit agency. The transit provider was given the first right of refusal and determined that the proposed project does not conflict with existing service.
  - ☐ Applicant provided data and/or other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users.
  - ☐ Service is at least 70% unique and operates where no other service was provided within the past three years.
- S. If a **bicycle parking** project, answer the following questions:
- What plan is the project referenced in?
  - Will the project be publicly accessible and available for use by all members of the public?

- T. If a **bikeway** project, answer the following questions:
- What plan is the project referenced in?
  - Will the project be publicly accessible and available for use by all members of the public?
  - If applicable, will the project be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014?
  - Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?
- U. If a **bike share** project, confirm that the project complies with all the following requirements:
- ☐ Project either increases the fleet size of existing service areas or expands existing service areas to include new Bay Area communities.
  - ☐ Project completed and approved an environmental plan and a suitability study demonstrating the viability of bicycle sharing.
  - Project has shared membership and/or is interoperable with the Bay Area Bike Share (BABS) project when they are placed into service. Please select the choice that best describes the project:
    - ☐ Interoperable with BABS
    - ☐ Exempt from requirement for the following reason(s):
      - Projects that do not require membership or any fees for use;
      - Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
      - Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.
- V. If an **infrastructure improvement for trip reduction** project, answer the following questions:
- What plan is the project referenced in?
  - Which transportation control measure from the most recently adopted [Air District plan](#) is the project implementing?
  - Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?
- W. If an **alternative fuel infrastructure** project, confirm that the project complies with all the following requirements:
- ☐ Project must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.
  - ☐ Project funds awarded will not be used to pay for fuel, electricity operation, or maintenance costs.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### COVER MEMO

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#### **SUBJECT**

Countywide Vision Zero Plan Progress Update

#### **STAFF RECOMMENDATION**

Information only

#### **EXECUTIVE SUMMARY**

The intent of this board item is to provide an update on the Countywide Vision Zero planning effort to date.

Vision Zero is a transportation system safety strategy to eliminate fatal and severe injury crashes on roadways. To advance the goal of improving roadway safety for all modes countywide, and to support the requirement under multiple grant funding programs, NVRTA with the assistance of Fehr & Peers, a consultant with expertise in safety planning, will develop a Countywide Vision Zero plan over the next several months (Attachment 1). This effort will be data-driven and complement recent Local Roadway Safety Plans (LRSP) completed by the County and Cities of Napa and American Canyon and will help meet safety plan requirements for up valley communities without an LRSP.

#### **FISCAL IMPACT**

None





## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVRTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Diana Meehan, Senior Planner/Program Administrator  
(707) 259-8327 / Email: [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov)  
**SUBJECT:** Countywide Vision Zero Plan Progress Update

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#### **RECOMMENDATION**

Information only

#### **BACKGROUND**

Several funding sources are requiring adoption of roadway safety plans or Vision Zero plans to ensure funding for transportation projects that prioritize safety for all road users. A plan must be completed no later than December 2023 to meet requirements for several transportation funding programs, including the One Bay Area Grant, Cycle 3 (OBAG-3) program. This planning effort will assist in identifying and prioritizing safety projects and programs countywide in preparation for grant funding opportunities to make transportation safety improvements that will help achieve the goal of zero serious and fatal roadway injuries countywide by 2030.

NVRTA held a Vision Zero kickoff meeting on November 11 with Fehr & Peers and the project team. The project will take approximately 9 months to complete (Attachment 1). The following describes work-to-date on the Vision Zero planning effort.

#### **Collision Analysis**

The Fehr & Peers team has completed a preliminary overview of collision records in both incorporated and unincorporated areas within the county. The collision data included injury reported collisions between 2015 and 2021. Initial high-level trends include:

- Collision numbers have remained similar year-over-year, even during the pandemic.
- Different modes have different times where collisions are most prevalent.

- Pedestrian collisions are more prevalent during weekdays.
- Bicycle collisions are more prevalent during the weekend.
- Total injury vehicle collisions were more evenly spread across the week.
- Vehicle collisions involving fatalities and severe injuries are more prevalent during the weekend.

The team has started to identify the high injury network at a regional level. Ultimately, this network along with the collision trends will help inform priorities for NVTa and its partners. The safety analysis is on track to complete findings for discussion with staff and stakeholder working groups in late January/early February 2023.

### **Engagement Plan**

The project team assembled two working groups for participation in the development of the plan. Both met in early February and two additional meetings per group will be scheduled over the course of the plan period.

A draft engagement plan was submitted for review in January and is undergoing minor revisions. The engagement plan identifies goals, roles and responsibilities for both the Vision Zero Technical Advisory Working Group (TAWG), made up of public works, planning, law enforcement/public safety. The stakeholder working group (SWG) includes elected officials, community-based organizations, health organizations, school districts, and advocacy groups such as *Slow Down Napa* and the Napa County Bicycle Coalition.

The engagement plan identifies the number and format of meetings for both groups and upcoming public meetings, as well as anticipated topics. Staff will also bring regular Vision Zero Plan updates to the NVTa Board and Committees to provide opportunities for public participation in the planning process.

### **Next Steps:**

- Develop Collision Profiles - February/March
- Develop Countermeasure Toolbox - March
- Public meetings – April/May
- Identify Priority Project Locations – May/June
- Develop Funding Plan – June/July

### **STRATEGIC GOALS MET BY THIS PROJECT**

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

This Countywide effort will directly support Goal 2 using a data-driven approach to identify and roadway safety issues and propose solutions that will result in safer mobility for all roadway users countywide, regardless of travel mode.

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**ATTACHMENT(S)**

(1) Vision Zero Plan Project Timeline

As shown in the proposed schedule below, we expect to complete the Final Vision Zero Plan by end of August 2023, assuming an early-November kick-off.

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>1 Project Initiation</b>											
1.1 Scope of Work Finalization											
1.2 Project Kick-Off											
1.3 Project Management											
<b>2 Stakeholder Engagement</b>											
2.1 Stakeholder & TAC Contact List											
2.2 Stakeholder & TAC Outreach & Engagement Program											
2.3 Stakeholder Committee											
2.4 Technical Advisory Committee											
<b>3 Review &amp; Evaluate Existing Materials</b>											
3.1 Review & Update Existing Data											
3.2 Countywide Collision Landscape Analysis											
3.3 Countywide High Injury Network											
<b>4 Implementation &amp; Evaluation Strategies</b>											
4.1 Collision Profiles											
4.2 Countermeasure Research											
4.3 Engineering Action Plan											
4.4 Education Action Plan											
4.5 Enforcement Action Plan											
4.6 Develop A Funding Plan											
<b>5 Vision Zero Plan</b>											
5.1 Napa Valley Vision Zero Plan Outline											
5.2 Administrative & Stakeholder Draft w/ Appendices											
5.3 Final Plan & VZ Policy & Resolution Templates											
5.4 PowerPoints for Presentation											
<b>6 Plan Presentation &amp; Adoption</b>											
6.1 Presentation to NVTA Board of Directors											
6.2 Final Plan & Accompanying Analysis											
<b>7 Vision Zero Data Dashboard</b>											
7.1 Evaluation with External-Facing Data Dashboard											



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Federal and State Legislative Update

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update prepared by K&L Gates and Platinum Advisors the State Legislative update prepared by Platinum Advisors and take positions on the state bill matrix.

### **EXECUTIVE SUMMARY**

The attached memo from Platinum Advisor/K&L Gates summarize recent federal and state legislative activities respectively. To date, state legislators have introduced 2,600 bills. The bill matrix reflex bills of interest to NVTA.

### **FISCAL IMPACT**

None



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update (Attachment 1) prepared by K&L Gates and Platinum Advisors the State Legislative update (Attachment 2) prepared by Platinum Advisors and take positions on the state bill matrix (Attachment 3).

#### **EXECUTIVE SUMMARY**

##### **Federal Update:**

The Federal Transit Administration announced the availability of \$1.7 billion in funding from the FY 2023 Low or No Emission and Grants for Buses and Bus Facilities Competitive Programs.

The Federal Highway Administration announced the Biden Administration's goal to build 500,000 EV chargers by 2030 and delivering an electric vehicle made in America charging network. Effective immediately, all EV chargers funded through the Bipartisan Infrastructure Law must be built in the United States. The plan requires that, effective immediately, final assembly and all manufacturing processes for any iron or steel charger enclosures or housing occur in the United States.

Federal legislation of interest include H.R.125 — which would prohibit the imposition of mask mandates on public transportation. The bill sponsor is Congressman Andy Biggs (R-AZ) and S. 352 introduced by Senator Mark Kelly (D-AZ) that would require the Secretary of Transportation to carry out a highway formula modernization study.

### State Update

The Legislative Analyst Office's (LAO) has issued a report specific to the Governor's budget proposal to cut, delay, or shift nearly \$4 billion in transportation funds to address the budget deficit. The LAO urges the legislature to consider directing the California State Transportation Agency (CalSTA) and Caltrans to delay funding awards for various programs until funding has been appropriated including funding to Port and Freight Infrastructure and Clean California Local Grant programs. In addition, the LAO recommends that the Legislature reject the Governor's trigger restoration proposal that would approve funding for the Transit and Intercity Rail Program (TIRCP) and other transportation programs subject to the trigger. The LAO notes that there is likely to be insufficient funding to activate the trigger.

The LAO's full report on transportation funding can be found at:

<https://lao.ca.gov/reports/2023/4676/Transportation-Budget-Solutions-021323.pdf>

### **ATTACHMENTS**

- (1) February 27, 2023 Federal Update (K&L Gates and Platinum Advisors)
- (2) February 27, 2023 State Update (Platinum Advisors)
- (3) February 27, 2023 Bill Matrix

MEMO

TO: Kate Miller, Executive Director  
Napa Valley Transportation Authority (NVTA)

FROM: Jessica Aune, Platinum Advisors  
Dennis Potter, K&L Gates

DATE: February 27, 2023

RE: February Monthly Report

**State of Play and Congressional Update**

President Biden addressed Congress on February 7<sup>th</sup> and delivered his [State of the Union](#) outlining his priorities for the remainder of his term. In addition to highlighting the accomplishments of his administration from the past two years, he also articulated policy areas that could gain bipartisan support such as improving mental health care and battling the opioid epidemic. In his speech, President Biden reiterated some of his administration's priorities that are unlikely to move forward in a divided Congress; including a tax on billionaires, corporate stock buybacks, and passing the [PRO Act](#), which would protect worker's rights to unionize. President Biden made the point that some Republicans proposed voting on Medicare and Social Security every five years (which was part of Senator Scott's proposed legislative plan if Republicans regained control of the Senate). This led to a rowdy outburst from many Republicans. President Biden used this messaging again in a post-State of the Union event and will likely continue to do so in the lead up to a fight over potential spending cuts to raise the debt ceiling, which will need to be done by early June.

The House was in recess for two weeks this month. During that time, [Speaker Kevin McCarthy](#) led a delegation of House Republicans to Arizona to visit the U.S.-Mexico Border. [Congressman Henry Cuellar](#) also planned a trip for Democratic Majority Leader Hakeem Jeffries to Laredo, TX which included a night tour of the Rio Grande River. The House Judiciary committee also held a full committee hearing on the Biden's Administration policies on the border and we expect this issue to continue to be a major focus on Capitol Hill this Congress even though reaching an agreement on legislation that can pass both the House and Senate chambers will be challenging.



U.S. relations with China was another major focus on Capitol Hill this month after a [Chinese spy balloon](#) was spotted floating across the U.S. and ultimately shot down over the coast of South Carolina, followed by several other unidentified flying objects being shot down. This led to increased [scrutiny](#) from Congress on the Biden Administration's handling of the situation as well as a classified briefing for Senators and Members of Congress. The House and Senate both passed resolutions condemning the People's Republic of China for flying a high-altitude surveillance balloon over the United States, which violated the United States' sovereignty. The House Financial Services Committee also held a hearing on Combatting the Economic Threat from China, which addressed the urgent need to reduce supply chain reliance on China. The Senate Foreign Relations Committee also held a full committee hearing evaluating the U.S. China Policy in the Era of Strategic Competition and the newly formed Select Committee on the Chinese Communist Party will hold their first hearing entitled "The Chinese Communist's Party's Threat to America" on Tuesday, February 28<sup>th</sup>.

The House Transportation and Infrastructure Committee held a [hearing](#) on the state of challenges with the supply chain. Throughout the hearing, Committee members repeatedly asked the panel of witnesses for their perspectives on the challenges posed within their respective sectors in maintaining the continuity of supply chains, the efficacy of the implementation of the Infrastructure Investment and Jobs Act (IIJA), and their policy recommendations for the committee to pursue when drafting future legislation. Witnesses recognized the important role policy plays in facilitating solutions but stressed the need for a measured and holistic approach, with a view to allowing markets to be able to react and innovate to meet the top line goals set by Congress and the Federal Government, and avoid further setbacks due to overly ambitious targets. Representatives Perry (R-PA) and Duarte (R-CA) stressed the need to maintain competitiveness on the global stage and not become hamstrung by the American Federation of Labor and Congress of Industrial Organizations (AFL CIO) guidelines on unionization and Congressional/Federal environmental safeguards.

In the Senate, the major focus so far this year has been confirming Judicial nominees and Administration appointments. The Senate reached a major milestone this month and confirmed the 100<sup>th</sup> judge nominated by President Biden. This sets a record for the most judges that have been confirmed at this point in any President's term. The House of Representatives and the Senate have both finalized the membership rosters for all Congressional Committees. Of note, the [House Transportation and Infrastructure Committee](#) and the [Senate Committee on Commerce, Science, and Transportation](#) both announced the full subcommittee assignments.

## **Pending Legislation of Interest**

**[H.R.490](#) — To establish the Federal Infrastructure Bank to facilitate investment in, and the long-term financing of, economically viable U.S. infrastructure projects that provide a public benefit.**

Sponsor: Webster, Daniel [Rep.-R-FL-11]

Introduced: 1/24/2023

**[S.63](#) — A bill to adjust the effective date for application of certain amendments made with respect to the credit for new clean vehicles.**

Sponsor: Manchin, Joe, III [Sen.-D-WV]

Introduced: 1/25/2023

**[H.R.495](#) — To amend the National Environmental Policy Act of 1969 to authorize assignment to States of Federal agency environmental review responsibilities.**

Sponsor: Calvert, Ken [Rep.-R-CA-41]

Introduced: 1/25/2023

**[H.R.125](#) — To prohibit the imposition of mask mandates on public transportation.**

Sponsor: Biggs, Andy [Rep.-R-AZ-5]

Introduced: 1/9/2023

**[H.R.327](#) — To reduce the tax credit for new qualified plug-in electric drive motor vehicles by State subsidies for these vehicles.**

Sponsor: Estes, Ron [Rep.-R-KS-4]

Introduced: 1/12/2023

**[H.R.718](#) — To amend the Bipartisan Budget Act of 2018 to include certain services in the definition of critical services for purposes of repair, restoration, and replacement of damaged facilities.**

Sponsor: González-Colón, Jenniffer [Resident Commissioner-R-PR-At Large]

Introduced: 2/01/2023

**[H.R.852](#) — To direct the Attorney General to establish a grant program for civilian traffic violation enforcement.**

Sponsor: Rep. Torres, Ritchie [D-NY-15]

Introduced: 2/06/2023

**[S.352](#) — A bill to require the Secretary of Transportation to carry out a highway formula modernization study, and for other purposes.**

Sponsor: Kelly, Mark [Sen.-D-AZ]

Introduced: 2/09/2023

## **Executive Branch**

### **White House Executive Office of the President**

The Biden Administration [announced](#) the release of final minimum standards for federally funded EV charging infrastructure projects, and the implementation plan for

President Biden's EV charging Build America, Buy America requirements. The release of final standards will provide states with the necessary guidance to build EV charging stations pursuant to their approved state charging plans developed under the National Electric Vehicle Infrastructure (NEVI) Formula Program. The standards are intended to promote interoperability amongst chargers operated by different networks.

At the National Association of Counties Conference, President Biden touted the Bipartisan Infrastructure Law, and the investments in roads, bridges, airports, and public transit systems made possible through new federal funding opportunities.

### **Department of Transportation (DOT)**

In response to the derailment in East Palestine, Ohio, U.S. Transportation Secretary Pete Buttigieg [called](#) for a three-pronged push to hold the freight rail industry accountable and improve safety. The reforms demand that railroads take several actions, including requiring the owners of tank cars to expedite the phase-in of safer (DOT 117) tank cars and to offer paid sick leave for rail workers; call on Congress to increase maximum fines that USDOT can issue to rail companies for violating safety regulations up from the current maximum fine of \$225,455; and state that USDOT will advance the train crew size rule and initiate a focused safety inspection program on routes over which trains with large volumes of hazardous material travel.

The DOT [launched](#) the Department's National Roadway Safety Strategy Call to Action campaign, asking stakeholders to commit to specific actions in 2023 to reduce serious injuries and deaths on our roadways, which have reached crisis levels.

The DOT [announced](#) \$800 million in grant awards for 510 projects through the Safe Streets and Roads for all (SS4A) program. The funding is set to improve roads and address traffic fatalities. As part of SS4A, the Department is awarding grants for both planning and implementation projects.

The DOT is now [accepting](#) proposals for funding from its Small Business Innovation Research (SBIR) program. The SBIR Program awards contracts to small businesses across the country to spur research and commercialization of innovative transportation technologies in select research areas. The current SBIR Solicitation provides funding ranging from \$150,000 to \$200,000 for ten Phase I research topics.

The DOT has also made [available](#) up to \$435 million in grant awards for 34 University Transportation Centers (UTC) that will help the next generation of transportation professionals make roads, bridges, rail, shipping, and airspace safer, more innovative, and more efficient.

### **Federal Transit Administration (FTA)**

The FTA [announced](#) nearly \$1.7 billion in available funding through the Low or No Emission and Grants for Buses and Bus Facilities Competitive Programs FY2023 Notice of Funding Opportunity (NOFO). The funding will support state and local efforts to modernize aging transit fleets with low- and no-emission buses, renovate and construct bus facilities, and assist workforce development. Funding for the NOFO was made possible by the Bipartisan Infrastructure Law and is available for two programs, the Low or No Emission Vehicle Grant Program (Low-No Program) and the Grants for Buses and Bus Facilities Competitive Program.

### **Federal Highway Administration (FHWA)**

The FHWA [announced](#) its latest actions to advance the Biden Administration's goal of building 500,000 EV chargers by 2030 and delivering a convenient, reliable, and Made-in-America electric vehicle (EV) charging network. Effective immediately, all EV chargers funded through the Bipartisan Infrastructure Law must be built in the United States. The plan requires that, effective immediately, final assembly and all manufacturing processes for any iron or steel charger enclosures or housing occur in the United States.

### **Federal Aviation Administration (FAA)**

The FAA completed a new [rule](#) to increase safety at airports. The final rule requires certain airports to develop and implement a [safety management system](#) (SMS).

### **Department of Energy (DOE)**

The DOE [released](#) a Request for Information (RFI) seeking public and stakeholder input on the Department's first ever agency-related Foundation. The Foundation for Energy Security and Innovation (FESI) will support DOE to carry out its critical mission to ensure America's continued security and prosperity through transformative science and technology solutions.

The DOE, the Treasury, and the Internal Revenue Service (IRS) [announced](#) several major programs to accelerate domestic clean energy manufacturing and ensure traditionally underserved communities benefit from clean energy technologies.

The DOE [announced](#) that it has awarded \$7.4 million to seven projects to develop medium- and heavy-duty electric vehicle (EV) charging and hydrogen corridor infrastructure plans that will benefit millions of drivers across 23 states. Approved projects include the Rocky Mountain Institute's San Francisco and Bay Area Regional Medium-and Heavy-Duty Electrification Roadmap, which will create a roadmap for charging infrastructure to support the full electrification of key trucking market segments.

**Environmental Protection Agency (EPA)**

The EPA Administrator Michael S. Regan [announced](#) the availability of \$2 billion from the Bipartisan Infrastructure Law to address emerging contaminants, like Per- and Polyfluoroalkyl Substances (PFAS) in drinking water across the country, including more than \$169 million for California.

The EPA [announced](#) that the Los Angeles Conservation Corps (LACC) has received a \$500,000 Brownfields job training grant. These funds, supported by the Bipartisan Infrastructure Law, enable LACC to train and place 80 unemployed or dislocated residents from South L.A. and Boyle Heights in environmental jobs.

# PLATINUM | ADVISORS

February 27, 2023

TO: Kate Miller, Executive Director  
Napa Valley Transportation Authority

FR: Steve Wallauch  
Platinum Advisors

**RE: Legislative Update**

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**Introduction Deadline:** February 17<sup>th</sup> was the deadline to introduce legislation for consideration during the 2023 session. While “committee bills” are not subject to the deadline, so far over 2,600 bills have been introduced. This includes 1,754 Assembly bills and 884 Senate bills. This is the highest number of bill introductions in over a decade. However, almost 40% of the measures introduced are spot bills, meaning the bills contains non-substantive changes or only legislative intent language. With all these spot bills, a new round of “new” bills should be in print starting in mid-March as these spot bills are amended. The rules in both houses require spot bills to be amended in order to be referred to a policy committee.

**Legislative Analyst Office’s (LAO’s) Take on Transportation Funding:** The Governor’s budget proposes to cut, delay, or shift nearly \$4 billion in transportation funds in his effort to address the budget deficit. While the LAO agrees with the Governor’s intent on delaying or cutting current general fund allocations to transportation programs in order to address the deficit, the LAO is very concerned about awarding or programming funds contingent on future budget actions. The LAO urges the legislature to consider the following when crafting its budget:

- Recommend that the Legislature direct CalSTA to cease its plans to prematurely award funding for the Port and Freight Infrastructure Program.
- Recommend that the Legislature direct Caltrans to delay its application process for the Clean California Local Grant Program until the funding is appropriated.
- Recommend the Legislature develop its own package of budget solutions based on its highest priorities and guiding principles.
- Recommend the Legislature to prepare now for the likely need to solve for a deeper revenue shortfall when it adopts its final budget this summer. Specifically, in addition to weighing the Governor’s proposed solutions and substituting its own

alternatives, we recommend the Legislature identify additional reductions for a greater total amount of solutions than those proposed by the Governor.

- Recommend the Legislature reject the Governor’s trigger restoration proposal—both for the population-based Transit and Intercity Rail Program (TIRCP) funding and all other non-transportation programs subject to the trigger. Given the current revenue forecast and the “all or nothing” structure of the proposal, we believe the likelihood of the state receiving sufficient funds to activate the trigger is low.

The LAO’s full report on transportation funding can be found at:

<https://lao.ca.gov/reports/2023/4676/Transportation-Budget-Solutions-021323.pdf>

***LAO’s Take on Zero Emission Vehicle (ZEV) Funding:*** Similar to the report on transportation funding, the LAO released its overview of the Governor’s spending plan for resources and zero emission vehicle funding. Per the LAO, the Governor’s budget would result in \$5.5 billion in general fund savings from numerous climate and environmental programs in 2023-34. Of this amount \$3.8 billion from spending reductions, \$875 million from swapping general fund dollars primarily for greenhouse gas auction revenue, and about \$800 million in spending pushed to a future budget cycle.

The Governor’s budget proposes to reduce General Fund spending on ZEV programs by a total of \$2.5 billion, including \$1.5 billion in 2023-24. The Governor proposes using \$1.4 billion from discretionary Greenhouse Gas Reduction Fund (GGRF) revenues across three years to backfill some of these reductions. While the LAO overall finds merit in the Governor’s proposal, the following bullets summarize several of the LAO’s recommendations regarding ZEV funding:

- If the Legislature’s highest-priority goal is to reduce air pollution from mobile sources, then it may want to prioritize maintaining funding for programs that incentivize medium- and heavy-duty ZEVs, as these are more effective at achieving that objective than programs that focus on passenger vehicles or charging infrastructure.
- LAO sees value in the Governor’s approach of retaining funding for programs that reduce emissions and air pollution in low-income/disadvantaged communities, including the drayage truck programs and Clean Cars for All (CC4A). These communities are more likely to be located in heavy transit corridors with higher levels of air pollution, so they represent a worthwhile area of state focus and intervention.
- The Governor proposes to use the majority of discretionary GGRF funds for ZEV programs. Typically, the Legislature and Governor negotiate annually to allocate discretionary GGRF revenue for a variety of programs and priorities. As such, directing these revenues towards only two program areas is unusual.



- In addition to the \$611 million of discretionary GGRF revenues in 2023-24, the Governor proposes using \$414 million annually in future GGRF discretionary funds to backfill ZEV programs in 2024-25 and 2025-26. Committing future GGRF revenues now would reduce the discretionary funds available in future years that could support other programs and preclude the Legislature's ability to weigh whether it might have different spending priorities in 2024-25 and 2025-26.
- LAO has concerns about the Governor's proposal to allow Department of Finance (DOF) to allocate potential midyear increases in GGRF revenues. Historically, the Legislature has opted to delay action on any additional discretionary GGRF revenues that materialize midyear and allocate them as part of the subsequent year's budget package. Allowing the administration to select which ZEV programs it would fund with any potential new monies and at what levels—without any statutory direction from the Legislature—shifts too much decision-making authority away from the Legislature to the administration.

The full report from the LAO on climate and resources can be found here:

<https://lao.ca.gov/reports/2023/4692/Climate-and-Resources-Budget-Solutions-022223.pdf>

***Transit Hearing:*** On February 27<sup>th</sup> at 3:00 the Senate and Assembly Transportation Committees will hold a joint hearing on public transit ridership. Specifically, the hearing is titled, "Short Term Crisis and Long Term Transformation: How to Bring Back and Build Transit Ridership in California." This will likely be the first of several hearings and legislative efforts to address a wide range of issues facing transit operators in California.

We will follow-up with a summary of the topics discussed. The agenda includes presentations from Chad Edison, Chief Deputy Secretary of Rail & Transit at CalSTA, Michael Pimentel, Executive Director, California Transit Association, Rebecca Long, Director of Legislation & Public Affairs, MTC, Emily Loper, Vice President of Public Policy, Bay Area Council, and Annie Lee, Managing Director of Policy, Chinese for Affirmative Action, co-founder of Stop AAPI (Asian Americans/Pacific Islanders) Hate, among others.

This hearing kicks-off what is hoped to be a promising effort on addressing the pressing operating and capital needs facing public transit.

**Select Committees:** Both the Senate and Assembly have announced their respective select committees for the 2023-24 session. While the Senate has announced select committee memberships, the Assembly has only announced the select committee chairs. Select Committees only conduct informational hearings, but they provide an opportunity to take a more in-depth review on issues that often lead to legislative proposals.

On the Senate side the most significant new select committee is the Select Committee on Bay Area Public Transit. Senator Scott Wiener will chair this new committee and the members include Senators Bill Dodd, Steve Glazer, Mike McGuire, Nancy Skinner, and Aisha Wahab. No hearings have been scheduled to date. Other Senate select

committees of interest include Hydrogen Energy, chaired by Senator Bob Archuleta, and Transitioning to a Zero-Emission Energy Future, chaired by Senator Josh Newman.

The Select Committee on Hydrogen Energy has a hearing scheduled for March 25<sup>th</sup>. The agenda includes a broad overview of hydrogen energy developments, including a presentation from Sunline Transit.

The Assembly has only announced the chairs of the select committees. The announced select committees include the Select Committee on Electric Vehicles and Charging Infrastructure, chaired by Assemblymember Pilar Schiavo, Select Committee on Regional Transportation Solutions chaired by Assemblymember Chris Holden, and the Select Committee on Transportation and Emergency Preparedness chaired by Assemblymember Lori Wilson.

# PLATINUM | ADVISORS

March 7, 2023

ATTACHMENT 2  
NVTA Agenda Item 10.4  
March 15, 2023

**TABLE 1: BOARD ACTION ITEMS**

	Subject	Status	Recommended Position
<b>AB 16</b> <b>(Dixon R)</b> Motor Vehicle Fuel Tax Law: adjustment suspension.	<p>Existing law requires the state to annually adjust the tax rate on fuel based on the Consumer Price Index. This adjustment is determined in January, and the adjust takes effect on July 1<sup>st</sup> of each year. This annual adjustment was a key change made by SB 1.</p> <p>AB 16 would, starting on July 1, 2024, authorize the Governor to suspend this adjustment based on a determination that the adjustment would have impose an undue burden on low-income and middle-class families. AB 16 would impose the following requirements:</p> <ul style="list-style-type: none"> <li>• The Governor shall inform the legislature by January 10<sup>th</sup> of each year of the intent to suspend the adjustment.</li> <li>• The Department of Finance shall submit to the legislature a proposal to maintain funding levels as if the adjustment was not suspended.</li> <li>• The Governor shall issue a proclamation within 30 days after the notice of intent to suspend the adjustment.</li> </ul>	ASSEMBLY PRINT	Recommended Position:-Watch
<b>AB 463</b> <b>(Hart D)</b> Electricity: prioritization of service: public transit vehicles.	<p>AB 463 is sponsored by the California Transit Association. The goal is to ensure utilities take into consideration the electricity needs to charge electric buses when planning for power shutoffs.</p> <p>This measure would require the CPUC to consider the economic, social equity, and mobility impacts of a temporary power discontinuance to customers that rely on electrical service to operate public transit vehicles. In addition, AB 463 would require electric utilities to include in their public safety power shutoff plans protocols</p>	ASSEMBLY U. & E.	Recommended Position:-Support

	Subject	Status	Recommended Position
	related to mitigating those public safety impacts on public transit vehicle charging infrastructure.		
<b>AB 540</b> <b>(Wicks D)</b> Social Service Transportation Improvement Act: coordinated transportation services agencies.	<p>AB 540 is sponsored by Choices in Aging, and as introduced it would make changes to the Social Services Transportation Improvement Act and impose a \$10 vehicle registration fee. The new fee would require a 2/3 vote of the legislature.</p> <p>Specifically, the bill would require the <i>coordination</i>, rather than the <i>consolidation</i>, of social service transportation services under the act and would recharacterize consolidated transportation service agencies in the act as coordinated transportation service agencies. The \$10 vehicle fee proposed in the bill would be allocated to each county based on population.</p> <p>In addition, the bill would allow a county Board of Supervisors to allocate this new revenue to a public transit operator if all the following are met:</p> <ul style="list-style-type: none"> <li>• The county board of supervisors, by not less than a two-thirds vote, adopts biennial findings that the allocation of funds is in the best interest of that county's senior and disabled population.</li> <li>• The recipient transit agency commits to and produces documentation biennially that:               <ul style="list-style-type: none"> <li>○ Establishes that the funding has and shall be used only for the senior and disabled population.</li> <li>○ Establishes that a financial and operational maintenance of effort is in place and that funding is being used solely for expanded or improved services for the target population and not as a backfill for other, redirected funds.</li> </ul> </li> </ul>	ASSEMBLY PRINT	Recommended Position:-Oppose Unless Amended
<b>AB 610</b> <b>(Holden D)</b> Youth Transit Pass Pilot Program: free youth transit passes.	<p>Assemblyman Holden has reintroduced his effort to create a funding program for free youth transit passes.</p> <p>AB 610 would create a pilot program that would only take affect if funds are appropriated in the budget. The bill would allow a transit operator to</p>	ASSEMBLY TRANS.	Recommended Position:-Support If Amended

	Subject	Status	Recommended Position
	<p>partner with a school district to apply for funds to offset the cost of providing and administering free youth transit passes. The funding program would award funds based on an applicant's proportional share of the funds available.</p> <p>Further, AB 610 includes language that would prohibit a school from receiving funding through this program if these funds would invalidate an existing agreement with a transit agency for free youth transit passes entered into before the operative date of this bill.</p>		
<b>AB 1377</b> <b>(Friedman D)</b> Interagency Council on Homelessness.	<p>Existing law requires the Governor to establish the Interagency Council on Homelessness. This council is charged with identifying resources, benefits and services that can be used to prevent and end homelessness in California.</p> <p>Given the increased use of transit facilities as shelter for unhoused individuals, AB 1377 would add to the Council's advisory committee a representative for California's transit agencies.</p>	ASSEMBLY PRINT	Recommended Position:- Support
<b>ACA 1</b> <b>(Aguiar-Curry D)</b> Local government financing: affordable housing and public infrastructure: voter approval.	<p>Identical to last session's proposal, 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. Infrastructure projects is defined to include 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	Recommended Position:- Support
<b>SB 5</b> <b>(Nguyen R)</b> Motor Vehicle Fuel Tax Law: limitation on adjustment.	<p>Existing law requires the state to annually adjust the tax rate on fuel based on the Consumer Price Index. This adjustment is determined in January, and the adjust takes effect on July 1<sup>st</sup> of each year. This annual adjustment was a key change made by SB 1.</p> <p>Under SB 5 any adjustment shall not exceed 2 percent. Limiting the adjustment will impact the ability for transportation programs to keep pace with inflation.</p>		Recommended Position:-Oppose

	Subject	Status	Recommended Position
<b>SB 670</b> <b>(Allen D)</b> Transportation: vehicle miles traveled.	<p>While not a spot bill, more substantive amendments are expected.</p> <p>As introduced, SB 670 would require Caltrans and local agencies to create a single model for vehicle miles traveled mapping that can be used for transportation planning and funding. The development of a standard model would be beneficial when comparing projects and regional plan across the state. However, we expect amendments outlining how this process will be implemented.</p>	SENATE RLS.	Recommended Position:-Watch
<b>SB 769</b> <b>(Gonzalez D)</b> Local government: fiscal and financial training.	<p>SB 769 would require, if a local agency provides any type of compensation, or expense reimbursement to members of its legislative body, to provide the members of the legislative body at least two hours of fiscal and financial training at least once every two years.</p> <p>Fiscal and financial training is defined to include the following:</p> <ul style="list-style-type: none"> <li>• Laws and principles relating to financial administration and short-and long-term fiscal management,</li> <li>• Laws and principles relating to capital financing and debt management, pensions and other postemployment benefits, and cash management and investments.</li> <li>• General fiscal and financial planning principles and any pertinent laws relevant to the local agency official's public service and role in overseeing the local agency's operations</li> </ul>	SENATE RLS.	Recommended Position:-Watch