

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, April 19, 2023
1:30 PM

JoAnn Busenbark Board Room

NVTa Board of Directors

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

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
- 2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 997 5007 2830 If asked for the participant ID or code, press #.
- 3) Watch live on YouTube: <https://www.youtube.com/channel/UCrplLcW9uRmA0EE6w-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 NVTa Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVTa holidays. Should the office be closed or staff is working remotely due to a declared emergency, you may email 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. 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 by 10:00 a.m. on the day of the meeting with PUBLIC COMMENT as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed to info@nvta.ca.gov after 10 a.m. the day of the meeting will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

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

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

1. Call to Order
2. Pledge of Allegiance
3. Consideration and Approval of Board Member Requests for Remote Participation
4. Roll Call
5. Adoption of the Agenda
6. Public Comment
7. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
8. Executive Director's Update
9. 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.

10. PRESENTATIONS

10.1 Project Update (Grant Bailey)

Estimated Time: 1:25 p.m.

11. CONSENT AGENDA ITEMS

11.1 Meeting Minutes of March 15, 2023 (Laura Sanderlin) (Pages 10-13)

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

Estimated Time: 1:45 p.m.

Attachments: [Draft Minutes](#)

11.2 Resolution 23-12 for Participation in the Joint Exercise Powers Agreement (JPA) of Fire Risk Management Services (FRMS) (Laura Sanderlin) (Pages 14-28)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution 23-12 authorizing participation in the amended and restated JPA of FRMS.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

11.3 Resolution 23-13 and Disposing of Non-Performing Assets (Antonio Onorato) (Pages 29-34)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board:

(1) Declare certain fixed assets as non-performing, and

(2) Approve Resolution No. 23-13 authorizing the disposal of fixed asset property items according to the Policies, Practices, and Procedures Chapter 7- Financial Management, Section 7.3: Asset Management; and Federal Transit Administration Circular 5010.1E requirements.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

11.4 Resolution 23-14 of Local Support for Transit Performance Initiative (TPI) Projects (Antonio Onorato) (Pages 35-56)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board adopt a resolution of local support for NVTA's Transit Performance Initiative projects.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

11.5 Resolution No. 23-15 Authorizing the Executive Director to Execute the Imola Park and Ride Maintenance Agreement with the California Department of Transportation (Caltrans) (Alberto Esqueda) (Pages 57-74)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 23-15 authorizing the Executive Director, or designee, to execute the Imola Park and Ride Maintenance Agreement and any amendments thereto with the California Department of Transportation (Caltrans).

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

11.6 Senate Bill (SB1) Local Partnership Program (LPP) Formulaic Funds as matching funds to Transit Performance Initiative (TPI) grant funds (Alberto Esqueda) (Pages 75-87)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve programming \$121,000 in Local Partnership Program (LPP) Formulaic Funds as matching funds for the Transit Performance Initiative (TPI) grant funds.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

12. REGULAR AGENDA ITEMS

12.1 Amendment No. 7 to Agreement No. 17-15 with Kimley Horn and Associates (KHA) for Vine Bus Maintenance Facility Architectural and Engineering Design Services (Grant Bailey) (Pages 88-97)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board approve Amendment No. 7 which would amend the contract scope and fee to 1) add preparation of supplementary right of way documents, 2) augment funding for existing and expanded design services during construction, and 3) add a construction plan change to upgrade the maintenance facility to support maintenance and repair of Hydrogen Fuel-Cell Electric buses in an amount not to exceed \$146,000.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

12.2 Agreement No. 23-C11 with RSA+ for Engineering Design Services for the Napa Valley College Multimodal Station Improvements project (Grant Bailey) (Pages 98-118)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board authorize the Executive Director to execute and make minor modifications to Agreement No. 23-C11 with RSA+ for engineering design services associated with improvements to the Napa Valley College multimodal station in an amount not to exceed \$97,350.

Estimated Time: 2:15 p.m.

Attachments: [Staff Report](#)

12.3 Agreement No. 23-C12 with Next Steps Marketing for Transportation Demand Management Outreach Coordinator services (Diana Meehan) (Pages 119-138)

Recommendation: That the Napa Valley Transportation Authority Board approve Agreement No. 23-C12 and authorize the Executive Director to enter into a 1-year agreement for \$117,280, with the option for two (2) one (1) year extensions, with Next Steps Marketing Inc. in an amount not to exceed \$387,024.

Estimated Time: 2:25 p.m.

Attachments: [Staff Report](#)

12.4 Napa Valley Transportation Authority's (NVTA) California Air Resource Board (CARB) Zero Emission Bus Rollout Plan (Rebecca Schenck) (Pages 139-158)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 23-10 adopting the Zero Emission Bus Rollout Plan for submission to the California Air Resource Board.

Estimated Time: 2:40 p.m.

Attachments: [Staff Report](#)

12.5 Vine Transit Update (Rebecca Schenck) (Pages 159-166)

Recommendation: That the NVTA Board receive the third quarter FY 2022-23 Vine Transit update.

Estimated Time: 2:50 p.m.

Attachments: [Staff Report](#)

12.6 Federal and State Legislative Update (Kate Miller) (Pages 167-190)

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.

Estimated Time: 3:00 p.m.

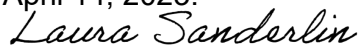
Attachments: [Staff Report](#)

13. FUTURE AGENDA ITEMS

14. ADJOURNMENT

14.1 The next meeting is a Special Meeting on May 17, 2023. The Annual Board Retreat will begin at 9:00am.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, April 14, 2023.



Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

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

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVRTA Board of Directors

Wednesday, March 15, 2023

1:30 PM

JoAnn Busenbark Board Room

1. Call to Order

Chair Alessio called the meeting to order at 1:33pm.

2. Consideration and Approval of Board Member Requests for Remote Participation, if any.

None

3. Roll Call

Roll call was confirmed at the preceding NVRTA-TA meeting with no absences.

Leon Garcia
Alfredo Pedroza
Paul Dohring
Mark Joseph
Liz Alessio
Scott Sedgley
Eric Knight
Margie Mohler
Donald Williams
Kevin Eisenberg
Ryan Gregory
Anna Chouteau

4. Adoption of the Agenda

Motion MOVED by PEDROZA, SECONDED by CHOUTEAU for APPROVAL of Item 4. Adoption of the Agenda. Motion passed unanimously.

Aye: 23 - Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Eisenberg, Gregory, and Chouteau

5. Public Comment

Public comment made by John Pearson, Napa resident regarding his recommendation for staff to connect with the Napa Older Adults Assessment study as it relates to the Accessible Transportation Study. Written comment submitted by Pearson was filed.

Public comment made by Jason Kishneff, advocating for free transit rides for 8th-12th and community college students in Napa County.

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

Director Pedroza reported recent MTC activities and introduced Director Gregory.

Director Garcia reported upcoming ABAG meetings and discussion topics.

Director Joseph reported upcoming Green Valley Road Groundbreaking event on March 16.

7. Executive Director's Update

Executive Director Miller reported:

- Acknowledgment of longtime advisory committee service member, Doug Weir
- Transdev acquired First Transit, expanding its service to furthering areas.
- New NFTA website went live March 9
- Accessible Transportation Survey has been extended
- Staff acknowledgment of Diana Meehan

8. Caltrans' Update

Reported by Amani Meligy.

9. CONSENT AGENDA ITEMS

Motion MOVED by GARCIA, SECONDED by MOHLER for APPROVAL of Consent Items 9.1-9.5
Motion passed unanimously.

Aye: 23 - Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Eisenberg, Gregory, and Chouteau

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

Attachments: [Meeting Minutes](#)

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

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)

Attachments: [Staff Report](#)

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

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)

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)

Attachments: [Staff Report](#)

Director Dohring inquired about wellness room aspect of the design.

Director Joseph commented on the productivity of staff benefiting from upgraded workspace facilities.

Director Pedroza noted interest in obtaining data of staff using alternate modes of travel to and from work. Director Miller confirmed this can be gathered at project completion.

Motion MOVED by PEDROZA, SECONDED by JOSEPH for APPROVAL of Item 10.1, authorizing the Executive Director to execute and make minor modifications to Agreement 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. Motion passed unanimously.

Aye: 23 - Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Eisenberg, Gregory, and Chouteau

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 (Diana Meehan) (Pages)

Attachments: [Staff Report](#)

Motion MOVED by CHOUTEAU, SECONDED by JOSEPH to APPROVE Item 10.2 issuing a call for projects consistent with the Bay Area Air Quality Management District TFCA County Program Manager Fund Policies for Fiscal Years ending 2024. Motion passed unanimously.

Aye: 23 - Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Eisenberg, Gregory, and Chouteau

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

Attachments: [Staff Report](#)

Information Only/No Action Taken

Chair Alessio requested for the PowerPoint presentation to be distributed to the Board along with definitions of each category.

Director Williams inquired about law enforcement participation in the project which staff confirmed.

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

Attachments: [Staff Report](#)

Motion MOVED by JOSEPH, SECONDED by GARCIA TO APPROVE Item 10.4 taking recommendation positions on the state bill matrix. Motion passed with 10 ayes, 1 nay and 1, absent. Director Dohring opposed due to AB 610 recommended stance and Director Mohler departed the meeting.

Aye: 21 - Garcia, Pedroza, Joseph, Alessio, Sedgley, Knight, Williams, Eisenberg, Gregory, and

Chouteau

Nay: 1 - Dohring

Absent: 1 - Mohler

11. FUTURE AGENDA ITEMS

-EV Charging Station Plan

-Soscol Junction Project Phasing to be included in Quarterly Project Update

12. ADJOURNMENT

Chair Alessio adjourned the meeting at 2:52pm.

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

Laura M. Sanderlin, NVTB Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution 23-12 for Participation in the Joint Exercise Powers Agreement (JPA) of Fire Risk Management Services (FRMS)

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution 23-12 authorizing participation in the amended and restated JPA of FRMS.

EXECUTIVE SUMMARY

Napa Valley Transportation Authority entered into a Joint Powers Agreement with the Fire Districts Association of California (FDAC) in 2016 for its Dental and Vision benefit program. The FDAC and Fire Agencies Self Insurance System (FASIS) will consolidate, effective July 1, 2023 to form FRMS. An Amended and Restated JPA of the FRMS must be approved by the respective governing bodies of participating agencies. Approval will authorize the executive director to execute documents to continue NVTA's participation in FRMS.

FISCAL IMPACT

Is there a fiscal impact? No



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8631 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Resolution 23-12 for Participation in the Joint Exercise Powers Agreement (JPA) of the Fire Risk Management Service (FRMS)

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution 23-12 authorizing participation in the amended and restated JPA of FRMS.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

In 2016, Napa Valley Transportation Authority entered into agreement with the Fire Districts Association of California (FDAC) to participate in their Dental and Vision benefit program (Attachment 2). On March 2, 2023, the agency was notified that the FDAC and Fire Agencies Self Insurance System (FASIS) will consolidate, effective July 1, 2023 to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing benefits coverage and workers' compensation to eligible fire districts in California.

At a Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023. This JPA requires approval under Section 31: Execution in Counterparts by the participating agencies via Resolution (Attachment 1).

The agency desires to continue participation in FRMS and obtain Dental and Vision coverages, which requires a new three-year minimum participation period.

ALTERNATIVES

The Board could decide not to approve Resolution 23-12 which would eliminate the current Dental and Vision benefits offered to staff effective July 1, 2023. NVTA would need to identify another vendor for these services likely at a higher cost; or drop coverage benefits to NVTA employees.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

FRMS provides comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies.

ATTACHMENTS

- (1) Resolution 23-12
- (2) JPA of Fire Districts Association of California Employment Benefits Authority

RESOLUTION No. 23-12

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)
AUTHORIZING PARTICIPATION IN AND APPROVING THE AMENDED AND
RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE FIRE RISK
MANAGEMENT SERVICES JOINT POWERS AGREEMENT**

WHEREAS, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

WHEREAS, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

WHEREAS, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

WHEREAS, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

WHEREAS, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

WHEREAS, Napa Valley Transportation Authority is currently a member of FDAC EBA, and the NVTa Board of Directors finds it in the best interest of NVTa to continue participating in and obtaining coverage and risk management services from FRMS; and

WHEREAS, FRMS requires the NVTa to pass a resolution expressing the desire and commitment of NVTa to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

NOW THEREFORE BE IT RESOLVED:

That the NVTa Board of Director's approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and

BE IT FURTHER RESOLVED that the NVTa authorizes the executive director or designee to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the NVTa to continue participating in the joint self-insurance and risk management programs provided by FRMS.

Passed and Adopted the 19th day of April, 2023.

Liz Alessio, NVTa Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTa Board Secretary

APPROVED:

Osman Mufti, NVTa Legal Counsel

**JOINT POWERS AGREEMENT OF
FIRE DISTRICTS ASSOCIATION OF CALIFORNIA
EMPLOYMENT BENEFITS AUTHORITY**

This Joint Powers Agreement (the “Agreement”) is made and entered into in the County of Sacramento, State of California, by and among various public agencies, hereafter collectively referred to as “Agencies” and individually as “Agency” who have or may hereafter execute this Joint Powers Agreement pursuant to the authority conferred by Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Agencies who have executed this Agreement is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 5300, 53201(a), 53202, 53202.2, 65205, 53205.1, 53206, and Health and Safety Code Section 13800 et seq. provides that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to hospital, medical, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self funded basis, or some combination of insurance and self funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53202.2 provides that a public agency may prescribe such rules, regulations and procedures as are necessary to properly implement a system to administer the provision of such health and welfare benefits; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, Government Code Section 53206 provides that a public agency may pay the premiums, charges or other costs of health and welfare benefits from amounts derived from either employer contributions, employee payroll deductions, or both, directly to the contracting insurers or service organizations providing such health and welfare benefits; and

WHEREAS, each of the parties hereto has the power to establish, administer, operate, manage and pay for health and welfare benefits for their respective existing and retired officers, employees, and members of its legislative body, in addition to other powers which are common to each of them; and

WHEREAS, each of the Agencies which are parties to this Agreement desire to join together with other Agencies in order to collectively establish, operate, manage, and administer health and welfare benefits for their existing and retired officers, employees, and members of its legislative body, either through collectively self funding the cost of such health and welfare benefits, jointly purchasing insurance programs, benefits and services to provide such health and welfare benefits, or some combination thereof; and

WHEREAS, each of the Agencies which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq., to coordinate the organization, management, administration and operation of health and welfare benefit programs for the benefit of its existing and retired officers, employees and members of its legislative body; and

WHEREAS, the Fire Districts Association of California is a non-profit public benefit corporation organized and existing to assist and promote the interests of its member Agencies which are public agencies in California providing one or more of the following services to the public: (1) fire suppression services; (2) emergency medical services; (3) hazardous material response services; (4) medical transport and ambulance services; (5) rescue services; and

WHEREAS, it is the desire of the Agencies which have executed this Agreement and which are members of the Fire Districts Association of California to enter into this Agreement to better define the existence, functions, and operations of this Joint Powers Authority and to specify a continuing working relationship between the Authority and the Fire Districts Association of California for the benefit of member Agencies of the Fire Districts Association of California; and

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to establish this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of the execution of this Agreement by other Agencies, each of the parties hereto does hereby agree as follows:

SECTION 1: PURPOSE

It is the purpose of this Agreement to establish, pursuant to the Joint Exercise of Powers Act, an authority to be known as the FIRE DISTRICTS ASSOCIATION OF CALIFORNIA EMPLOYMENT BENEFITS AUTHORITY (FDAC Employment Benefits Authority)(the "Authority") for and with the purpose of establishing, operating, managing, and administering health and welfare benefit programs for existing and retired employees, officers, and members of legislative body of Agencies who execute this Agreement. This Agreement is entered into by Agencies in order to jointly fund and develop programs to provide health and welfare benefits for participating member Agencies either through a program of collective self insurance, the purchase of insurance coverages and/or programs, or a combination thereof. It is the further purpose of this Agreement to make more efficient use of the common powers of participating member Agencies to design, establish, acquire, purchase, fund, operate and administer health and welfare benefit programs for the benefit of existing and retired officers, employees, and members of the legislative body of participating member Agencies to increase the efficiency and decrease the cost of such health and welfare programs. To achieve such purposes, the Authority and its participating member Agencies who have executed this Agreement are hereby granted the authority to enter into agreements with themselves and third parties that specifically govern and define their respective rights, obligations, duties and entitlements related to the establishment, operation and administration of particular health and welfare benefit programs including, but not limited to hospital insurance, medical insurance, surgical insurance, long term and short term disability insurance, legal expense insurance, dental insurance, vision insurance, life insurance, and income protection insurance or benefits. These purposes shall be accomplished through a joint exercise of powers by said Agencies pursuant to the terms of this Agreement and the creation of a separate Joint Powers Authority.

SECTION 2: CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Fire Districts Association of California Employment Benefits Authority (FDAC Employment Benefits Authority). A notice of this Agreement shall be filed with the Secretary of State within 30 days after the effective date as required by Government Code Section 6503.5.

SECTION 3: MEMBERSHIP

Each Agency which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, (3) hazardous material response services (4) medical transport and/or ambulance services; (5) rescue services. Each Agency must be a member of the Fire Districts Association of California and must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

SECTION 4: PARTIES TO AGREEMENT

Each Agency which has signed this Agreement certifies that it intends to and does contract with the Authority, and with all other Agencies who have signed this Agreement, and, in addition, with each Agency which may later be added as a party to and may sign this Agreement. Each Agency which has or may hereafter sign this Agreement also certifies that the deletion of any Agency from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each Agencies intent to contract as described above with the then remaining Agencies.

SECTION 5: TERM OF AGREEMENT

After becoming effective upon the execution of the initial signatory Agencies who have been admitted to membership in the Authority, this Agreement shall continue thereafter until terminated as provided herein. This Agreement shall become effective as to each initial signatory Agency of the Authority upon the date of its execution by such Agencies; and shall become effective as to Agencies who later execute this Agreement upon approval of the Agencies membership by the Board of Directors of the Authority, execution of this Agreement by the Agency and by the Authority, and by payment by the Agency of its initial contribution for participation in one or more health and welfare benefit programs offered by the Authority.

SECTION 6: POWERS OF THE AUTHORITY

The Authority shall have all the powers common to its participating Agencies and all additional powers set forth in the Joint Powers Authority Act relating to the creation, establishment, financing, use, operation, and administration of health and welfare benefit programs for the benefit of existing and retired officers, employees, and members of the body of participating member Agencies. This Joint Powers Authority hereby is authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents and employees and/or to contract for services from third party consultants;
- (c) to incur debts, liabilities and obligations;
- (d) to acquire property by gift, grant, exchange, devise, or purchase;
- (e) to hold, lease, convey, sell, encumber, or dispose of property;
- (f) to sue and to be sued in its own name;
- (g) to receive contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and other governmental entities;
- (h) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code or

- otherwise including, but not limited to, bonds or other evidences of indebtedness issued on behalf of the Authority or its member Agencies;
- (i) obtain in its own name all necessary permits, licenses, opinions and rulings;
- (j) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which the Authority is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (k) exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

SECTION 7: BOARD OF DIRECTORS

All powers of the Authority shall be exercised by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506. The Board of Directors shall be composed of five members appointed by the Board of Directors of the Fire Districts Association of California, all of which shall also concurrently be members of the Benefits Committee of the Board of Directors of the Fire Districts Association of California. Each member of the Board of Directors shall have one vote. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

SECTION 8: POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select health and welfare benefit programs including, but not limited to, hospital insurance, medical insurance, surgical insurance, long term and short term disability insurance, legal expense insurance, dental insurance, vision insurance, life insurance, and income protection insurance or benefits to be offered by this Joint Powers Authority to existing and retired officers, employees, and members of the legislative body of participating member Agencies.
- (c) Contract for or develop various services for the Authority including, but not limited to, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services.

- (d) Appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage to carry out the programs offered by the Authority.
- (f) Fix and collect contributions from participating member Agencies in consideration for participation in the health and welfare benefit programs offered by the Authority to such participating member Agencies.
- (g) Deposit all funds received in separate bank accounts in the name of FDAC Employment Benefit Authority.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, and defense of all claims for health and welfare benefits which are the liability of participating member Agencies during their period of membership in and participation in this Authority.
- (j) Expend funds of the Authority only for the purpose of carrying out the provisions of the Joint Powers Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Provide administrative services, consulting services, claims management services, financial services, accountancy and actuarial services, legal representation and other services necessary or proper to carry out the purposes of the Authority either through its own employees or by contract with one or more third parties.
- (l) Purchase liability insurance, directors and officers liability insurance, and such other insurance as the Board of Directors may deem necessary or proper in order to protect the Authority, its employees and the participating member Agencies.
- (m) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the Authority.
- (n) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of the Authority.
- (o) Establish policies and procedures for the operation of the Authority.
- (p) Enter into any and all contracts or agreements necessary or appropriate to carryout the purposes and functions of the Authority.

SECTION 9: RESTRICTIONS ON POWER

Such powers enumerated in Section 6 hereof are subject to the restrictions upon the manner of exercising power by a Fire Protection District formed and operating pursuant to the provisions of Health and Safety Code Section 13800 et seq. or its successor, pursuant to California Government Code Section 6509.

SECTION 10: ADMINISTRATIVE SERVICES

Pursuant to California Government Code Section 6506, the Fire Districts Association of California, a California non-profit public benefit corporation, shall provide all administrative services to the Authority under the direction of the Board of Directors of the Authority on a continuing basis. In consideration for such services the Fire District Association of California may charge the Authority an annual administrative fee as may be agreed upon from time to time by the Board of Directors of the Authority and the Board of Directors of the Fire District Association of California, as set forth in the Bylaws of the Authority.

SECTION 11: BYLAWS

The Bylaws of the FDAC Employment Benefits Authority, a copy of which is attached hereto and marked Exhibit A, are hereby incorporated into this Agreement and made a part hereof. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended. The FDAC Employment Benefits Authority shall operate and conduct its business and affairs pursuant to the terms of this Agreement and said Bylaws.

SECTION 12: WITHDRAWAL OR INVOLUNTARY TERMINATION

Any Agency, after completing three fiscal years as a participating member Agency, may voluntarily withdraw from membership as provided in the Bylaws; or an Agency may be involuntarily terminated as a provided in the Bylaws. Such withdrawal or involuntary termination by any participating member Agency shall not terminate this Agreement as to the remaining participating member Agencies or the existence of the Authority. Said withdrawing or terminated Agency shall remain subject to any and all outstanding obligations arising out of any benefit program agreement to which said withdrawn or terminated Agency is a signatory.

SECTION 13: TERMINATION OF FDAC EMPLOYMENT BENEFITS AUTHORITY

The FDAC Employment Benefits Authority may be terminated at any time upon the Agreement of two-thirds of the then participating member Agencies, provided, however, that the Authority shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority. Upon termination, and after making proper provisions for the winding up of the affairs of the Authority, the Authority shall pay to the then participating member Agencies their pro rata share of the net assets of the Authority pursuant to the provisions of the Bylaws.

SECTION 14: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Agencies then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating member Agencies, any member Agency failing or refusing to

sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

SECTION 15: ENFORCEMENT

The FDAC Employment Benefits Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Agency which has signed this Agreement, the Agency agrees to pay such sums as the court may fix as attorney fees and costs in said action.

SECTION 16: NON-LIABILITY OF MEMBER AGENCIES AND THE FIRE DISTRICTS ASSOCIATION OF CALIFORNIA

Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Agency, or any officer, employee or member of the legislative body thereof, or upon the Fire Districts Association of California, a non profit corporation, or any of its employees, officers, or directors, for the payment of any benefits claimed pursuant to the health and welfare benefit programs offered by the Authority to its participating member Agencies, the sole recourse of claimants being against funds of those insurance programs and/or self funded programs administered by the Authority for the payment of such benefits. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FDAC Employment Benefits Authority shall not be the debts, liabilities or obligations of the Districts which are parties to the Joint Powers Agreement or of the Fire Districts Association of California, unless assumed in a particular case by resolution of the legislative body of a participating member Agency pursuant to specific benefit program agreements that the participating member Agency anticipates entering into in accomplishing the purposes of the Authority.

SECTION 17: NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS AND EMPLOYEES

The Authority and its directors, officers, administrator, agents, and employees shall not be liable to the Authority, to any participating member Agency, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or admitted by any director, officer, administrator, agent, or employee, for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 18: INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS, AND EMPLOYEES

As a public entity, the Authority shall defend and shall indemnify and hold harmless its directors, officers, administrator, agents, and employees against any claim or action arising out of any act or omission occurring within the scope of employment pursuant to the provisions of Division 3.6, Title 1, of the California Government Code, commencing at Government Code Section 810. The Authority may purchase insurance to provide coverage for acts or omissions of its directors, officers, administrator, agents and employees.

SECTION 19: MISCELLANEOUS PROVISIONS

(a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each participating member Agency in the same manner as if such parties had been expressly named herein.

(b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.

SECTION 20: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Napa Valley Transportation Authority

By: 
Kate Miller, NVTa Executive Director

ATTEST:

By: 
Karalyn E. Sanderlin, NVTa Board Secretary

Approved as to Form:

By: 
Jennifer Gore, NVTa Legal Counsel

EXECUTION BY FDAC EMPLOYMENT BENEFITS AUTHORITY

The FDAC Employment Benefits Authority (the Joint Powers Authority created by this Joint Powers Agreement), hereby executes this Agreement and accepts the Agency named above as a member Agency in FDAC Employment Benefits Authority subject to all the terms and conditions set forth in this Joint Powers Agreement and in the Bylaws, effective on _____, 200__.

FDAC EMPLOYMENT BENEFITS AUTHORITY

By: _____
Chairman of the Board of Directors

By: _____
Secretary of the Board of Directors



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution 23-13 and Disposing of Non-Performing Assets

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Declare certain fixed assets as non-performing, and
- (2) Approve Resolution No. 23-13 (Attachment 1) Authorizing the disposal of fixed asset property items according to the Policies, Practices, and Procedures Chapter 7- Financial Management, Section 7.3: Asset Management; and Federal Transit Administration Circular 5010.1E requirements.

EXECUTIVE SUMMARY

Staff recommends the disposal of buses 162, 164, 165 and the agency's old utility truck since the assets are no longer in service and have outlived their useful lives.

FISCAL IMPACT

Is there a fiscal impact? No. The assets have been fully depreciated. NVTA may receive proceeds after the vehicles have been sold by auction.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov
SUBJECT: Resolution 23-13 and Disposing of Non-Performing Assets

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Declare certain fixed assets as non-performing, and
- (2) Approve Resolution No. 23-13 (Attachment 1) Authorizing the disposal of fixed asset property items according to the Policies, Practices, and Procedures Chapter 7- Financial Management, Section 7.3: Asset Management; and Federal Transit Administration Circular 5010.1E requirements.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

Staff recommends the Board declare capital assets listed in Table 1 as non-performing and remove the assets from NVTA's fixed asset portfolio. Table 1 provides a justification for the disposal and Table 2 provides the depreciated value of the assets at the time of disposal.

Table 1: Asset and Reason for Disposal

Asset	Disposition Status
Bus 162 (vin 1GB9G5AG4A1162645)	Bus no longer used for revenue service, outlived its useful life
Bus 164 (vin 1GB6G5BG5B1150944)	Bus no longer used for revenue service, outlived its useful life
Bus 165 (vin 1GB6G5BG0B1151788)	Bus no longer used for revenue service, outlived its useful life
Utility Truck (vin 3B7KC26Z81M581764)	Truck has outlived its useful life and has been replaced

Table 2: Assets recommended for disposal

Asset	Original Purchase Price	Depreciation	Depreciated Value	Realized Loss
Bus 162	\$142,211	\$142,211	\$0	\$0
Bus 164	\$144,684	\$144,684	\$0	\$0
Bus 165	\$142,938	\$142,938	\$0	\$0
Utility Truck	\$17,000	\$17,000	\$0	\$0
TOTAL	\$446,833	\$446,833	\$0	\$0

Non-performing or surplus equipment that no longer meets the Agency's needs may be offered to eligible non-profit organizations prior to being placed on the list for auction or disposal. However, it is unlikely any organization would want the vehicles since they are not in drivable condition.

In accordance with Policies, Practices, and Procedures Chapter 7 – Financial Management, acceptable means of disposal are outlined below. Staff is recommending option d. dispose of the assets in a manner deemed appropriate.

- a. Sell personal property that is no longer needed for Agency use for fair market value.
- b. Trade surplus personal property with another government or public agency if the property received in return is needed for Agency use.
- c. Donate, sell at less than fair market value, or otherwise transfer personal property to another government or public agency if the Agency no longer needs the property for its own use.
- d. Dispose of personal property that is no longer needed for Agency use and that has negligible or no economic value in a manner deemed appropriate by the Agency.

ALTERNATIVES

NVTA may choose to retain the non-performing asset. However, continuing to keep the equipment serves no purpose or function and is costly to maintain.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

Disposing of non-performing assets frees up agency resources to purchase other equipment for usage.

ATTACHMENTS

(1) Resolution 23-13

RESOLUTION No. 23-13

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)
AUTHORIZING THE DISPOSAL OF FIXED ASSETS**

WHEREAS, the Napa Valley Transportation Authority (NVTa) is the regions congestion management agency and designated public transit services provider within Napa County, and

WHEREAS, staff has identified the fixed assets listed in the table below as impaired assets;

Asset	Disposition Status
Bus 162 (vin 1GB9G5AG4A1162645)	Bus no longer used for revenue service, outlived its useful life
Bus 164 (vin 1GB6G5BG5B1150944)	Bus no longer used for revenue service, outlived its useful life
Bus 165 (vin 1GB6G5BG0B1151788)	Bus no longer used for revenue service, outlived its useful life
Utility Truck (vin 3B7KC26Z81M581764)	Truck has outlived its useful life and has been replaced

WHEREAS, it is staff's recommendation to declare the assets as non-performing;
and

WHEREAS, disposal of grant funded property must comply with NVTa Financial Management Policies;

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NOW, THEREFORE, BE IT RESOLVED that the Napa Valley Transportation Authority declares that the designated non-performing asset may be properly disposed according to NVTa policy, as staff deems appropriate.

Passed and Adopted the 19th day of April, 2023.

Liz Alessio, NVTa Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTa Board Secretary

APPROVED:

Osman Mufti, NVTa Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution 23-14 of Local Support for Transit Performance Initiative (TPI) Projects

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt a resolution of local support for NVTA's Transit Performance Initiative Projects.

EXECUTIVE SUMMARY

The Transit Performance Initiative (TPI) Investment Program funds low-cost capital investments that can be implemented rapidly to improve operations and customer experience on major transit corridors and systems. At the March 22, 2023 Metropolitan Transportation Commission meeting, the Commissioners approved the Transit Performance Initiative program awards, of which, NVTA will receive \$1,060,000. A resolution of local support is required to secure funding and implement the projects.

FISCAL IMPACT

Is there a fiscal impact? Yes, a local match of \$391,000 is required to fully fund the projects. Transportation Development Act, SB1 Local Partnership Program funds, and an MTC grant will be used as a local match.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov
SUBJECT: Resolution 23-14 of Local Support for Transit Performance Initiative (TPI) Projects

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt a resolution of local support for NVTA's Transit Performance Initiative Projects.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

In February 2023, the Metropolitan Transportation Commission approved the FY 2022-23 Transit Performance Initiative (TPI) call for projects, awarding both OBAG 2 funding to various projects. NVTA was awarded \$1,060,000 for four (4) transportation projects:

- Redwood Park and Ride Capital Improvements: Electrify the park and ride, add wayfinding, signage, and add a bathroom facility with associated infrastructure
- Imola Park and Ride Capital Improvements: Electrify the park and ride, add signage, electronic real time displays, wayfinding, and a surveillance system
- Soscol Gateway Transit Center Capital Improvements: add electronic signage and wayfinding
- Vine Transit Bus System Capital Replacement: procure radio communications and add surveillance system to transit vehicles

A resolution of local support (Attachment 1) is required to program the projects, secure the funds, identify the local match, and eventually implement the projects.

ALTERNATIVES

A resolution of local support is a required document to update the Transportation Improvement Program (TIP) and for NVTA to receive the funds. Without a resolution, the award will be reassigned to another agency.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

By providing a resolution of local support, NVTA is supporting its commitment to the project's successful outcomes. NVTA may elect to forego this funding source or seek other funds. However, without this funding source, other fund sources would need to be diverted that could be used for other projects and would hinder efforts to deploy critical transit infrastructure.

ATTACHMENTS

- (1) Resolution 23-14
- (2) TPI Application

RESOLUTION No. 23-14

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)
AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO
MTC AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STARTING
ASSURANCE TO COMPLETE THE PROJECT**

WHEREAS, The Napa Valley Transportation Authority (NVTa), (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$1,060,000 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 Napa Valley Transit Safety and Efficiency Improvements (herein referred to as PROJECT) for the Transit Performance Initiative Program (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, inquiries 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 19th day of April, 2023.

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

Transit Performance Initiative FY 2022-23 Application Form

PART I: ALL APPLICATIONS

GENERAL INFORMATION				
Project Title				
<i>Please provide a descriptive and distinctive name for the project.</i>				
Napa Valley Transit Safety and Efficiency Improvements				
Project Sponsor				
Napa Valley Transportation Authority (NVTA)				
Sponsor Contact				
<i>Please provide a single point of contact for this application.</i>				
Contact Name	Antonio Onorato			
Organization	NVTA			
Telephone Number	(707) 259-8779			
Email Address	aonorato@nvta.ca.gov			
Other Participating Agencies/				
<i>Including your agency, please list all the agencies involved, the type of work (e.g., signal priority, roadway/sidewalk modifications, etc.) and the role of each agency with respect to the project. Attach evidence of project support from affected local jurisdictions.</i>				
Agency	Role	Corridor	Type of Work	Contact
TPI GRANT REQUEST:				
Total Grant Request			\$1,060,000	

PURPOSE AND NEED

Project Description

Please describe the project and the services being requested. Include explanation of how the project is eligible for CMAQ funds and/or LCTOP funds.

This is a broad ranging and comprehensive application, which is composed of four (4) elements under the umbrella of future express bus service changes to improve operational efficiencies and safety.

The improvements to the Redwood Park and Ride multimodal station are prioritized due to the increasing reliance at the park and ride as the main transfer point in north Napa and as a regional transit hub with bike/ped/bus access facility improvements. The range and scope of these components are meant to provide MTC with an array of transportation improvements that NVTa is seeking to address in the coming years, as funding becomes available. The ultimate goal of this proposal is to allow users to travel within the County, or to regional destinations, without the need for a Single Occupancy Vehicle (SOV).

The four components of the application are:

- a. Redwood Park and Ride Capital Improvements
- b. Imola Park and Ride Capital Improvements
- c. Soscol Gateway Transit Center Capital Improvements
- d. Vine Transit Bus System Capital Replacement

Each component is fully scalable. However, all elements will create a synergistic effect if the funds are awarded as requested.

This comprehensive effort will involve improving the access, reliability, frequency, integration, and safety of regional transit services that connect Napa's cities to each other and to the broader region. This application includes capital improvements at three locations to increase the reliability and operational efficiency of service for the regional bus service and future zero emission bus electrification of its fleet.

Redwood Park and Ride Capital Improvements (TPI request: \$600,000; Total Costs \$810,000)

NVTa is seeking capital funding to make infrastructure improvements at the heavily utilized Redwood Park and Ride (PNR), located in the northern sector of the City of Napa adjacent to State Route 29 (SR-29). It serves as a multimodal station for: Vine Transit Regional Routes 10 and 11, Express Route 11x to the Vallejo Ferry Terminal, Commuter Route 29 to the El Cerrito del Norte BART station, City of Napa on-demand buses, and the nearby local Route "N". Improvements requested would include 1) wayfinding, and signage; and 2) facility upgrades.

Vine Transit operations from the Redwood Park and Ride (PNR) began in 2011. Due to budgetary constraints at the time, wayfinding, signage, and certain facility upgrades were not included in the final plans. As such, these improvements were deferred to a future date until funding was identified.

Although the Park and Ride is located next to SR-29, the PNR itself lacks wayfinding and signage to clearly signify its location. Concise signage and tactile wayfinding on streets adjacent the PNR can assist in directing users to the PNR aiding new users and other in unfamiliar surroundings. NVTa proposes replacing the existing real-time signs, which are at the end of their useful life and in need of replacement. The signs became obsolete as the national cell network phased out older 3G cell networks in 2019. Also, in collaboration with MTC, NVTa will use guidance provided by MTC for wayfinding at the PNR to more efficiently and safely guide the public between routes, providing schedule data and real time information to aid transferring. NVTa will also install signage around the PNR to direct carpoolers, bicyclists, and transit riders to the PNR, and provide a distinct, lighted monument sign indicating the PNR's location. The design of the monument sign will be consistent with current one located at the Soscol Gateway Transit Center.

The PNR also lacks public restroom facilities. These facilities are increasingly becoming a vital element of public health and transportation infrastructure. The lack of a public restroom is both a safety and operational issue. Vine drivers begin or end their shift at the Redwood PNR. It is also a frequent break location. Without a restroom facility, a driver needs to either jaywalk or cross a busy street intersection to use a gas station bathroom, which poses a safety hazard and subsumes valuable time undermining on time performance and pulse points. The lack of public restrooms diminish the customer experience on Vine Transit. This is particularly the case for persons with disabilities who may need specialized facilities and riders using longer regional routes.

NVTa will bear the cost of daily maintenance by procuring a third party, possibly a local disadvantage business enterprise to clean the restroom.

Budget

"Off the Shelf" restroom: \$210,000

Plumbing/Trenching: \$250,000

Wayfinding/Signage: \$100,000

Electrification: \$250,000

Total Budget: \$810,000

Imola Park and Ride Capital Improvements (TPI request: \$200,000; Total Costs \$272,000)

NVTA is seeking capital funding to make infrastructure improvements to the new Imola Park and Ride (PNR) located in City of Napa's south adjacent to State Route 29, which serves as a multimodal station, and is served by Vine Transit's Express Route 11X to the Vallejo Ferry Terminal, and Commuter Route 29 to the El Cerrito del Norte BART station. Improvements requested would include 1) surveillance system; and 2) electronic transportation information display units.

The newly reconstructed Imola PNR at the intersection of SR-29 and Imola Avenue is in need of a surveillance security system and electronic signage- electronic transportation information display (ETIDs). Due to budgetary constraints, a surveillance system was not included in the final construction, but rather procured at a future date when funding was identified.

Installing security cameras will increase the safety of the park and ride lot and its users. A new element added to the park and ride during reconstruction of the previously dilapidated facility are bus stops for the Vine Transit express bus service which connects Napa to the El Cerrito del Norte BART station and Vallejo Ferry Terminal. A security system would reassure people who utilize the Vine's Express Bus system that they can safely leave their cars at the park and ride all day long or overnight when using the express routes to reach the greater Bay Area, including the Oakland and San Francisco airports by connecting to BART.

An increase in the unhoused population is a ubiquitous concern affecting the entire State, and Napa County is not an exception. NVTA is taking on the responsibility from Caltrans of monitoring the Park and Ride at Imola and SR 29 for unlawful activities, however, NVTA does not have the resources to frequently monitor the facility. A camera surveillance system would afford NVTA the ability to monitor the PNR remotely for overnight campers and illegal activity to ensure the safety of transit and park and ride patrons.

Three real-time signs are needed at the Imola Park and Ride. One in the PNR lot itself, and one at each of the two shelters situated on the northbound and southbound SR 29 ramps. Bus service to this park and ride started on October 30, 2022. These signs will need to be solar powered given the limited electrical connections on the site. They will enable riders who do not have a smart phone or cellular connectivity to access real-time bus information. Real-time signage is particularly important at this location because they are stops for Express Routes, which travel long distance between stops often on highways with varying levels of congestion.

Budget

Wayfinding/Signage/ETIDS: \$100,000

Electrification: \$100,000

Surveillance System/Cameras: \$72,000

Total Budget: \$272,000

Soscol Gateway Transit Center Capital Improvements (TPI request: \$90,000; Total Costs \$150,000)

NVTA is seeking capital funding to make infrastructure improvements to the Soscol Gateway Transit Center (SGTC) located in City of Napa's downtown. The transit center serves as a multimodal station, and services Vine Transit Local Routes, Regional Routes and Commuter Route 21 to the Suisun City Capitol Corridor Train Depot. Improvements requested would include electronic wayfinding, and signage.

The SGTC began operations in 2012. NVTA needs to replace five real-time signs and four display casings at the SGTC that are beyond their useful life and regularly breakdown. The four signs in the bus bays on the east side of the SGTC have casing, and one additional display would need to be replaced in the Customer Service Office, but would not need a casing. Of NVTA's nine (9) fixed routes, Seven (7) of them stop at the Soscol Gateway Transit Center. NVTA attempted to replace the signs in 2021 using a grant from the Metropolitan Transportation Commission for \$60,000, but the bids significantly exceeded the grant funds provided. As such, these improvements were deferred for a future date until funding was identified. With this grant, NVTA would be able to get the compatible real-time signage, consistent with the Metropolitan Transportation Commission Regional Hub Signage Program, deployed at the SGTC and once again provide riders with this valuable information that they have come to expect.

Budget

Wayfinding/Signage: \$150,000

Total Budget: \$150,000

Vine Transit Bus System Operational Improvements (TPI request: \$170,000; Total Costs \$219,000)

NVTA is seeking capital funding to make infrastructure improvements to increase the efficiency of Vine Transit. The Vine is the regional transit provider and offers public transit options throughout the County including community shuttle in American Canyon, St. Helena, Yountville, Calistoga as well as its Vine Transit Local Routes, Regional Routes, Express Route 11x to the Vallejo Ferry Terminal, and Commuter Routes 21 and 29 to the Capitol Corridor Train Depot and El Cerrito del Norte BART station respectively. Improvements requested would include 1) Replacement of the Radio System and 2) Replacement of the surveillance system on the public transit vehicles.

Spare and replacement parts of the current radios are unavailable making the radios highly vulnerable to failure. NVTA will replace the obsolete radios and communication system relied on by all Vine Transit dispatchers and bus operators. A new system is especially needed for an emergency response situation where Vine Transit is a first responder during an evacuation during wildfires and other events.

The advantage a two-way radio has over a traditional cellphone is **instant communication**; once the user presses the radio push to talk button, the call is sent over the airwaves and radios tuned to that channel will hear the call. Cell phone coverage is an issue in a number of areas in Napa County, especially in the more remote parts of the county. Two way radios are the best way to communicate directly and immediately between parties in an emergency situation.

Budget

Radio System: \$97,000

Bus Camera Surveillance System: \$122,000

Total Budget: \$219,000

Fund Source Eligibility

Is the project eligible for the federal or state funding sources?

- ☒ Surface Transportation Block Grant (STP) Program (See [FHWA fact sheet](#))
- ☐ Congestion Mitigation & Air Quality Improvement (CMAQ) Program (See [FHWA fact sheet](#))
- ☐ Low-Carbon Transit Operations Program (LCTOP) (See [LCTOP Program Website](#))
- For LCTOP-eligible projects:
- ☐ The Project benefits a Disadvantaged Community (DAC) (See [Map of DACs](#))
- Per LCTOP requirements, operators with DACs in their service areas must direct at least 50% of funding to benefit DACs*

Corridor Description

Please provide an overview of the corridor, including length, land use, origins and destinations served, etc.

The proposed improvements would serve Napa County as a whole, as opposed to a single corridor. The total length of all of Vine Transit's current fixed routes is 284.83 miles. The 284.83 does not include Vine Transit's local on-demand shuttles that would also benefit from these proposed improvements. Land uses vary throughout the County and the many corridors that the fixed routes travel along. Major origins and destinations that are served include, but are not limited to:

- El Cerrito Del Norte BART Station
- Vallejo Ferry Terminal
- Vallejo Transit Center
- Sereno Transfer Center
- Kaiser Hospital – Vallejo
- Sutter Hospital - Vallejo
- Napa Valley College
- Fairfield Transit Center
- Suisun City Train Depot
- Soscol Gateway Transit Center in Downtown Napa
- Imola Park and Ride

- Redwood Park and Ride
- Queen of the Valley Hospital
- Yountville
- St. Helena
- Calistoga

Service Types & Levels (CB + MB + DR)

	Start Time	End Time	Headways		Vehicles in service	
			Peak	Off-peak	Peak	Off-peak
Weekday	4:30am	9:23pm	30 min	60 minutes	MB – 16 CB – 9 DR – 22	MB – 14 CB – 4 DR – 15
Saturday	6:00am	9:11pm	60 minutes		MB – 10 CB – 0 DR - 12	
Sunday	6:00am	8:53pm	60 minutes		MB – 8 CB – 0 DR - 9	

Equity Priority Communities

Indicate how the project invests in historically underserved communities, including Plan Bay Area 2050 [Equity Priority Communities](#) (EPCs):

- ☐ Located within and supportive of an EPC (see [Equity Priority Communities](#) map)
- ☒ Not located within an EPC, but is otherwise supportive of an EPC or other historically underserved community

Napa County's multimodal station network, which includes park and rides and the Soscot Gateway Transit Center serves the needs of equity priority communities who are low income, limited English, and/or senior populations who are dependent upon others to access employment, health care, education and other vital services who live beyond practical walking distance from those amenities, but are served by these stations or bus stops. Bus routes served by the Park and Ride are lifeline routes, directly serve Napa's Equity Priority Communities.

Napa has eight (8) Equity Priority Communities and all of them are in walking distance to Vine's major routes that pulse at the various operation locations prioritized for improvements in this application.

Regional Growth Geographies

Indicate the project's relationship to Plan Bay Area 2050 [Growth Geographies](#)

Priority Development Area (PDA)

- ☒ Meets the uniform definition of a PDA-supportive project (within [one mile or less of a PDA boundary](#))
- ☐ Does not meet the uniform definition of a PDA-supportive project, but otherwise has a clear and direct connection to PDA implementation
Please describe

- ☐ Included in a locally-adopted PDA plan (e.g. Specific Plan, PDA Investment and Growth Strategy)

Locally-adopted PDA plan reference

Transit Rich Area (TRA)

- ☐ Within a TRA or otherwise supportive of a TRA (see [Growth Geographies](#) map)
Please describe

Priority Production Area (PPA)

- ☐ Supports the preservation of a PPA (see [Growth Geographies](#) map)
Please describe

Existing Route Level Performance Measures

- i. Average Speed During Peak Periods: Avg Peak Period Speed
- ii. Estimated Annual Ridership: 551,507 – 573,349
- iii. Average Weekday Ridership: 1,532 – 1,592
- iv. Annual Revenue hours: 96,010
- v. Estimated Operating Cost per Revenue hour: Est. Op. Cost per Rev. Hour

Description of challenges and issues on the corridor to be addressed by the proposed project

Challenges and issues in NVTa's service corridors include deficient rider amenities and lack of cellular coverage in rural areas and longer commuter routes that result in the inability for dispatch and drivers to communicate.

The Redwood Park & Ride lacks wayfinding signage, which could deter riders from taking the routes that serve the hub. Riders need to feel confident and reassured in how to ride the buses and where to go. Restroom facilities at major transit hubs are especially critical for persons with disabilities and riders that regional and express bus services. Deficient facilities not only deters riders, it creates an operational and safety issues for both riders and drivers. Bus operators requiring facilities often jaywalk or are significantly delayed waiting to cross busy signalized intersections.

The Imola Park and Ride also lacks real-time electronic signage and a surveillance system. Riders utilizing the park & ride take long commuter routes that require them to leave their cars unattended for extensive periods of time. Riders need to feel confident that their cars are being monitored, and a surveillance system provides that comfort.

The Soscol Gateway Transit Center's current electronic signage is in need of replacement. As the busiest Vine Transit hub, it's crucial for riders to know when exactly their next bus is arriving.

The radio and video surveillance systems on the buses are in need of replacement. A new radio system is essential for emergency response - a service that the Vine is tasked to do at least annually. There are many areas in Napa County and along the longer commuter routes where there are cellular network dead zones. The radio system is obsolete and many Vine vehicles are without adequate communications. Consequently dispatch is not always able to adequately communicate with the bus drivers and drivers aren't always connected to dispatch. This is problematic at a number of levels but poses a real safety hazard for both emergency evacuation operations but also in day to day service should an emergency or crime occur on a bus. . It is also a concern when a bus breaks down or needs to re-routed due to unexpected road disruptions.

Public Engagement and Community Support

Please describe the completed and planned public engagement processes for this project, and indicate any demonstrated community support for the project, including any public outreach process specific to this project, consistency with adopted local plans, prioritization in a Community Based Transportation Plan (CBTP) or Participatory Budgeting (PB) process, or endorsements from Community Based Organizations

NVTA will strive to advance public engagement and community support by:

1. Identify equity priority communities.

NVTA has reviewed and considered appropriate data, indices, and screening tools to determine where specific disadvantaged and underserved communities, or equity priority area based on a combination of variables such as income, people of color, limited English proficiency, population of seniors, transit dependent households, single parent families, people with disabilities, and rent burdened households, as well as other criteria. This effort has been part of a number of planning efforts such as NVTA's Community Based Transportation Plan which has been included in the agency's Countywide Transportation Plans. These efforts involved countless public outreach events and opportunities to communicate via web interphases, mapping tools, and social media outreach.

2. NVTA will conduct meaningful community engagement

NVTA will seek meaningful input from stakeholders on how they define benefits for covered programs and how the identified benefits can be measured. (1) affected community residents are provided access and opportunities to participate in the full cycle of benefits identification and assessment; (2) affected community residents are engaged through open houses, public meeting and workshops in their communities; and (3) agency decision makers seek and consider such participation, allowing the views and perspectives of community residents to shape and influence decisions.

3. Evaluating distributional impacts of programs.

NVTA will conduct a distributional analysis leveraging a range of environmental and demographic data, combined with tools and methods tailored to meet the needs of specific covered programs. Integrating demographic data and physical models provides engaging and interactive tools that summarize the distribution of impacts in or near specific communities, and to households with different socioeconomic characteristics. For example, NVTA has partnered with MTC to commission the Vine Transit Onboard Survey which showed:

- Napa Vine is the only option for one-third (38%) of riders surveyed while the average Napa Vine rider is 43 years old, makes \$39,700 annually, and lives in a household of three people, two of whom work.
- Additionally, riders are most likely to walk (83%) to get to or from their Napa Transit bus. Of those who use another transit vehicle besides their surveyed Napa Transit bus, most either transferred to/from another Napa Transit bus (86%) or BART (10%).

With these findings, the survey verifies that the communities the Vine serves are transit dependent and lower income populations.

The results serve as a basis for future route change considerations or capital improvements to the system.

4. Developing strategies to maximize benefits to equity priority communities.

In order to achieve the goal that 40 percent of the benefits of covered programs flow to disadvantaged communities, NVTa develops strategies to modify programs, within statutory and constitutional requirements, to maximize benefits to disadvantaged communities. NVTa engages in an iterative process that includes meaningful community engagement (discussed above) leads to successful strategies that truly benefit equity priority communities.

PART I ATTACHMENT

Signature Page

Please include the attached signature page with all required signatures



PART II: CAPITAL APPLICATIONS ONLY

PROPOSED PROJECT BENEFITS (estimates developed by each agency and reviewed by MTC for reasonableness)	
Proposed speed improvements, travel time savings and improved reliability (provide narrative, along with estimates of travel time and/or reliability improvements)	
a. Redwood Park and Ride Capital Improvements: Improved reliability b. Imola Park and Ride Capital Improvements: Improved safety and reliability c. Soscol Gateway Transit Center Capital Improvements: Improved reliability d. Vine Transit Bus System Capital Replacement: Improved safety and reliability	
Cost savings/ change in resource requirements (provide narrative, along with estimates of any change in operating costs as a result of proposed improvements; e.g., improved travel time may allow for the elimination of a vehicle from the route at the same level of service)	
Estimated change in ridership/revenue	
Travel Time and Operating Benefits (MTC will calculate a simplified benefit/cost analysis based on these inputs. You may attach calculations.)	
Annual Passenger Seconds Reduced (Annual ridership x Estimated travel time savings per run)	
Annual Operating Cost Savings (\$)	
Project Scalability <i>Because funds are limited, MTC may choose to make partial awards to scalable projects. If applicable, please discuss project scalability and specify costs of separable project components.</i>	
The projects in this application are scalable. Although funding all component projects will create a synergistic effect, each component may be separately funded.	
PROJECT READINESS	
Readiness and Deliverability <i>Describe the readiness of the project, including right-of-way impacts and the type of environmental document/clearance required</i>	

All project components are categorically exempt and shovel ready.

Project Schedule

Phase-Milestone	Month/Year	
	Start Date	Completion Date
Environmental Document		
Environmental Studies, Preliminary Eng. (ENV / PE / PA&ED)		
Final Design - Plans, Specs. & Estimates (PS&E)		
Right-of-Way Activities /Acquisition (R/W)		
Construction (Begin – Open for Use) / Acquisition / Operating Service (CON)	7/2023	6/2025

Inter-Jurisdictional Coordination

Please describe any necessary coordination with roadway owners or other jurisdictional stakeholders. Note any coordination and agreements already in place.

If the project touches Caltrans right-of-way, include the status and timeline of necessary Caltrans approvals and documents.

PART II ATTACHMENTS

Vicinity Map

Please include, in a separate attachment, a Vicinity Map clearly identifying the nearby jurisdictions and transportation connections, and, if applicable, Plan Bay Area 2050 Growth Geographies, EPCs, or DACs (maps of these geographies may be included as separate attachments as long as the project location is clearly identified)



Detailed Project Area Map

Please include, in a separate attachment, a map of the project area, including proposed routes/services affected and cross streets, highways, etc.



BUDGET AND FUNDING PLAN

Project Phases	Total Cost	Secured Funds		Unsecured Funds	
		Amount	Fund Sources	TPI Grant Request	Remaining Funding Needed
Planning/ Conceptual	\$	\$	<i>Secured fund sources, notes</i>	\$	\$
Environmental Studies (PA&ED)	\$	\$	<i>Secured fund sources, notes</i>	\$	\$
Design Engineering (PS&E)	\$	\$	<i>Secured fund sources, notes</i>	\$	\$
Right-of-way	\$	\$	<i>Secured fund sources, notes</i>	\$	\$
Construction	\$1,451,000	\$391,000	<i>Transportation Development Act Funds, STA Grant for Real Time Signage</i>	\$1,060,000	\$0
Total	\$1,451,000	\$391,000		\$1,060,000	\$

Proposed Local Match

Any projects funded with STP/CMAQ must be able to provide the required 11.47% minimum local match for these federal funds

Local Match Percentage	27%
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Operating Plan		
	1 st Year of Operation	5 th Year of Operation
Estimated Annual Revenue Hours		
Estimated Annual Operating Cost/Revenue Hour		
Fare Revenue		
Other Revenue		
Subsidy		



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution No. 23-15 Authorizing the Executive Director to Execute the Imola Park and Ride Maintenance Agreement with the California Department of Transportation (Caltrans)

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 23-15 (Attachment 1) authorizing the Executive Director, or designee, to execute the Imola Park and Ride Maintenance Agreement and any amendments thereto with the California Department of Transportation (Caltrans).

EXECUTIVE SUMMARY

Upon restoring the Caltrans-owned Imola Avenue Park and Ride Facility NVTA will have to oversee the operations and maintenance of the park and ride which includes the bus shelters, benches, wayfinding signage, pedestrian and parking facilities, lighting and electric vehicle charging. In order to transfer the operations to NVTA, Caltrans is requiring that NVTA enter into a maintenance agreement to clarify roles and responsibilities.

FISCAL IMPACT

Yes. There will be an estimated \$10,000 fiscal impact per year. A budget amendment will be presented before the NVTA Board in May 2023 to amend the NVTA budget to include these costs.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

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

SUBJECT: Resolution No. 23-15 Authorizing the Executive Director to Execute the Imola Park and Ride Maintenance Agreement with the California Department of Transportation (Caltrans)

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 23-15 (Attachment 1) authorizing the Executive Director, or designee, to execute the Imola Park and Ride Maintenance Agreement and any amendments thereto with the California Department of Transportation (Caltrans).

COMMITTEE RECOMMENDATION

None.

BACKGROUND

NVTA has assumed the operations of the Imola Park and Ride which is owned by Caltrans to support Vine Transit operations. Caltrans requires local agencies to, maintain any improvements a local agency performs to a Caltrans facility. NVTA made improvements at the Imola Park and Ride located on SR 29 and Imola Avenue. As the local implementing agency, NVTA, will be in charge of performing routine maintenance including, but not limited to transit facilities upkeep, bicycle infrastructure, debris collection, landscaping, irrigation, tow abandoned vehicles, removal of homeless encampments, signage, parking and pedestrian infrastructure, lighting and electric vehicle charging.

ALTERNATIVES

The board could decide not to adopt the resolution to allow the Executive Director to enter into the Maintenance Agreement with Caltrans, however, NVTA would be required to cease all operations at the facility and the facility would fall into disrepair.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The park and ride operations and related improvement serve transit, bicycle and pedestrian modes.

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

The upkeep of the Imola Park and Ride facility will maintain the transit system in a state of good repair which will encourage transit ridership and reduce auto emissions.

Goal 6: Prioritize the maintenance and rehabilitation of the existing system, by performing routine maintenance on improvements made, it rehabilitates and maintains the existing transportation system in a state of good repair.

Executing the maintenance agreement will allow NVTA to keep the park and ride in a state of good repair.

ATTACHMENT

- (1) Resolution 23-15
- (2) Caltrans Imola Park and Ride Maintenance Agreement

RESOLUTION No. 23-15

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) AUTHORIZING THE
EXECUTIVE DIRECTOR TO EXECUTE THE IMOLA PARK AND RIDE
MAINTENANCE AGREEMENT WITH
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the NVTA has invested in and made improvements to the Imola Park and Ride Facility, owned by Caltrans; and

WHEREAS, Caltrans requires that the NVTA maintain the improvements to the Imola Park and Ride; and

WHEREAS, the Imola Park and Ride Agreement with the California Department of Transportation formalizes requirements associated with the operations and maintenance responsibilities between the parties; and

WHEREAS, the NVTA wishes to delegate authorization to execute the Maintenance Agreement and any amendments thereto to the Executive Director or her designee; and

NOW THEREFORE BE IT RESOLVED, that the NVTA Board hereby authorizes the Executive Director or her designee to execute Maintenance Agreements, and any amendments thereto with the California Department of Transportation.

Passed and Adopted the 19th day of April 2023.

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

**AGREEMENT FOR MAINTENANCE OF IMOLA PARK AND RIDE LOT AT STATE
ROUTE 29 WITH THE NAPA VALLEY TRANSPORTATION AUTHORITY**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the Napa Valley Transportation Authority, a Joint Powers Authority, hereinafter referred to as “NVRTA” and collectively referred to as “PARTIES”.

A. RECITALS

1. STATE owns Imola Park and Ride Lots, hereinafter referred to as “FACILITY”, located adjacent to the State Highway Route 29 (SR29) and Imola Avenue interchange in City of Napa as shown on Exhibit A, attached hereto and made a part of this agreement; and
2. NVTA, in cooperation with the STATE and the City of Napa, propose to improve bus, traffic, pedestrian, and bicycle operations at the Imola Avenue and SR29 interchange in the City of Napa, Napa County and NVTA has undertaken the expansion and modification of FACILITY; and
3. The FACILITY will be modified and constructed (Project) by NVTA under an Encroachment Permit No. 04-21-6-DP-3618 to be issued by STATE; and
4. The Project will repave and restripe the entire FACILITY and add two bus stops with shelters and amenities, bus signal heads and new sidewalks with Americans with Disabilities Act (ADA) compliant curb ramps; and
5. PARTIES mutually desire to specify their respective FACILITY operating and maintenance responsibilities, including the maintenance functions to be performed by NVTA on State right of way, and to specify the terms and conditions under which such work will be performed.

B. AGREEMENT

In consideration of the mutual covenants and promises herein contained, NVTA and STATE agree as follows:

1. NVTA shall perform such maintenance work as hereinafter described under Section D.
2. NVTA shall perform only those activities in FACILITY as permitted by law.
3. NVTA shall maintain, at NVTA’s expense, the entire shaded area as shown in Exhibit A, attached to and made a part of this Agreement.
4. Rights granted to NVTA under this Agreement are restricted to maintenance and operation of FACILITY. Any other use or presence by NVTA or NVTA’s authorized contractors will require a separate encroachment permit be issued to that partly from STATE.

5. NVTA shall not, at any time, use or permit the public to use FACILITY in any manner that will interfere with or impair the primary use of FACILITY as a park and ride lot.
6. STATE reserves its right to use those FACILITY areas within STATE's right of way for future construction, reconstruction, expansion, modification, or maintenance purposes without restriction or reimbursement to any party.
7. Should NVTA fail to maintain FACILITY as per the term of this agreement, STATE reserves the right to terminate this agreement and revoke the Encroachment Permit.
8. STATE reserves the option to inspect, at random, all areas of FACILITY to assure conformance with this Agreement. Such inspection does not preempt or modify NVTA's maintenance responsibilities assumed under this Agreement.
9. NVTA must obtain the necessary Encroachment Permits from STATE's District 4 Encroachment Permit Office prior to entering STATE right of way to perform NVTA's maintenance responsibilities. This permit will be issued at no cost to NVTA. The enforcement of parking regulations by uniformed governmental personnel and approved NVTA contractors for routine maintenance of the FACILITY shall not require an encroachment permit.
10. NVTA shall not erect signs of any kind with FACILITY, except such signs as may be necessary or appropriate in connection with the operation of FACILITY and such signs need STATE's prior written approval. Such signs shall not be attached to or painted on any STATE structures or facilities except by prior written consent of STATE. Signs that are required by law shall be erected in the form and manner proscribed by law and STATE requirements.
11. Should STATE require all or a portion of STATE right of way for future SHS needs or if NVTA should cease operations of the FACILITY for ridesharing, including carpooling, vanpooling, and public transit, NVTA shall, at STATE's written demand, remove all of, or designated portions of, NVTA's improvements within STATE right of way and will restore it to a standard acceptable to STATE at NVTA's sole expense, and all rights permitted to NVTA under this Agreement shall revert back to STATE.
12. STATE continues to own FACILITY and upon satisfactory completion of all work under STATE issued Encroachment Permits, ownership and title to all materials, equipment and appurtenances installed on State right of way i.e. Fixtures as defined in California Civil Code 660, will automatically be vested in STATE unless otherwise agreed to by PARTIES. The PARTIES agree that any ownership and title to materials, equipment and appurtenances installed by NVTA that are non-fixtures (Chattel) shall remain in NVTA unless agreed to otherwise by PARTIES, and may be removed by NVTA provided that after such removal, NVTA shall restore the STATE right of way to the extent damaged by such removal to a standard acceptable to STATE. This clause shall continue to be applicable to those FACILITY as to which this Agreement no longer applies until this clause is complied with in full.
13. Pursuant to Streets and Highways Code section 670 et seq., STATE reserves the unlimited right to implement transverse crossings of its SHS; and develop the airspace above the SHS in the future. NVTA agrees that the granting of rights herein shall not preclude the future

development by STATE of multiple use(s) of STATE right of way and adjacent properties on which or near the FACILITY is located.

14. NVTa shall not charge the public for parking in FACILITY without prior written approval by STATE. AUTHORITY shall operate FACILITY to STATE's satisfaction, in accordance with applicable State and Federal Fringe Parking Requirements, at no cost to STATE, in a manner to ensure that there are adequate services available to persons using the FACILITY. Parking fees (if permitted by STATE), ticket surcharges, and/or other similar fees may be imposed upon the users of FACILITY, however, the aggregate amount of such fees charged shall not exceed the aggregate costs incurred for FACILITY operations and maintenance. Such fees shall be supported by substantiating records available to all STATE and Federal Agencies. STATE may require NVTa to decrease such fees if the income therefrom exceeds NVTa's operation and maintenance costs of FACILITY, including long range maintenance.
15. NVTa shall not set up vending machines or permit vendors or commercial activities in FACILITY without prior written approval by STATE. NVTa shall not at any time, use or permit the public to use FACILITY in any manner that will interfere with or impair the primary use of FACILITY as Park-N-Rides Lots.

C. MAINTENANCE DEFINED

Maintenance is defined in Section 27 of the Streets and Highways Code.

D. MAINTENANCE FUNCTIONS

The maintenance functions that are delegated to NVTa, at NVTa's sole expense, are as follows:

1. PAVEMENT MAINTENANCE

NVTa shall maintain the pavement of FACILITY.

2. BUS STOP, SIDEWALKS, MULTI-USE PATH AND BICYCLE RACK

NVTa shall be responsible for maintaining the entire shaded area as shown in Exhibit A including the bus stop, sidewalks, multi-use path, the bicycle lockers and the bicycle rack.

3. LITTER AND GRAFFITI

NVTa shall be responsible for maintaining the entire shaded area as shown in Exhibit A in a condition free of litter, debris (including, but not limited to, all broken glass) and graffiti.

4. SIGNS

NVTa shall be responsible for the installation and maintenance of signage necessary for the direction and operation of FACILITY, including but not limited to, the posting of parking regulations.

5. STRIPING AND PAVEMENT MARKINGS

NVTA shall install and maintain all striping and pavement markings required for the operation of FACILITY traffic.

6. LIGHTING

NVTA shall be responsible for the maintenance, repair, and replacement of damaged or malfunctioning electrical installations required for public safety. NVTA will maintain and pay 100% of maintenance and operations costs. NVTA will also control lighting illumination to meet or exceed STATE standards and shall pay for 100% of the electrical energy costs at FACILITY.

7. SAFETY DEVICES

NVTA shall be responsible for the maintenance, repair, replacement and cleaning of safety devices (located within FACILITY), including gates, fences, guardrails and markers.

8. PEDESTRIAN LUMINAIRE DEVICES

NVTA shall be responsible for the maintenance, repair, replacement of damaged or malfunctioning pedestrian luminaire device from Imola Park and Ride Lot to State Route 29 (SR29) northbound off ramp bus stop at no cost to STATE.

9. ELECTRIC VEHICLE CHARGING (EVC) STALLS

NVTA shall be responsible for the installation, maintenance, repair, and replacement of damaged or malfunctioning EVC stalls, cabinet, or related appendant devices located within FACILITY identified under Exhibit "B". NVTA shall be responsible for all the energy costs and cost of maintaining those electrical facilities. NVTA may charge for actual energy costs for EVC however, it shall not charge a premium.

10. LANDSCAPING AND GARBAGE COLLECTION

NVTA shall be responsible for all landscaping, irrigation, and garbage collection service at FACILITY.

11. STRUCTURES AND DRAINAGE FACILITIES

NVTA shall be responsible for the maintenance, repair, replacement and cleaning of all structures (located within the entire shaded area as shown in Exhibit A), including water quality swales, drainage structures and storm drainage grates.

12. BUS SIGNAL HEADS AT IMOLA AVE AND SR29 NB ON RAMP INTERSECTION

STATE will be responsible for procuring, installing, maintaining, and operating electrical facilities identified under Exhibit “B”. NVTA shall be responsible for the cost of the equipment and all reasonable costs associated with the installation, maintenance and operation of electrical facilities in Exhibit “B”. Upon STATE request, NVTA shall be responsible for reasonable costs associated with damage by motorists, vandalism, or third-party damage to bus signal head and its related appendant devices within twenty (20) days of such requests. In the event STATE is reimbursed for such damage by motorists or a third-party, NVTA shall be reimbursed for all or a portion of the costs NVTA paid depending on the amount of reimbursement received by STATE for the damage.

13. UTILITY BILLS

STATE shall invoice NVTA for the utility costs incurred in the operation of electrical facilities identified in Exhibit “B” at the proportion agreed to under Exhibit “B”. NVTA shall pay STATE within thirty (30) days of receiving invoice.

14. BUS SHELTERS AND BENCHES

Notwithstanding Article B(3) of this Agreement, NVTA will install bus shelters and benches in the bus waiting area of FACILITY for use by bus patrons, NVTA shall maintain these bus shelters, benches, and the surrounding areas in a neat and clean condition. NVTA or its approved contractor may also provide and maintain electrical connections to these shelters for the purposes of providing lighting and/or transit information displays. NVTA or its approved contractor shall arrange and pay for any necessary electrical permits from the appropriate utilities. Any advertising display panels located on the bus shelters shall be oriented such that they are not visible from any federal-aid highway, in accordance with state and federal regulations.

15. PARKING REGULATIONS AND ENFORCEMENT METHODS

NVTA shall allow use of FACILITY as a park-and-ride lot for carpoolers, vanpoolers and public transit patrons.

NVTA shall develop, and obtain STATE approval of, a set of parking regulations for FACILITY, which shall be enforceable per the California Vehicle Code by authorized personnel of any government body with legal jurisdiction over FACILITY.

E. RELATIONS AND RESPONSIBILITIES

1. LEGAL RELATIONS

1.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

- 1.2. Neither NVTa nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless NVTa and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 1.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by NVTa under or in connection with any work, authority or jurisdiction conferred upon NVTa under this Agreement. It is understood and agreed that NVTa shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by NVTa under this Agreement.

2. PREVAILING WAGES

- 2.1. Labor Code Compliance- If the work performed on this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. NVTa must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. NVTa agrees to include prevailing wage requirements in its contracts for public work. Work performed by NVTa's own forces is exempt from the Labor Code's Prevailing Wage requirements.
 - 2.2. Requirements in Subcontracts - NVTa shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in NVTa's contracts.
3. INSURANCE – NVTa and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
- 3.1. If the work performed on this Project is done under contract NVTa shall require its

contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.


4. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and NVTA's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE and revocation of STATE's permission to operate FACILITY.
5. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

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

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

NAPA VALLEY TRANSPORTATION
AUTHORITY (NVTA)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By:  Feb 7, 2023
Kate Miller (Feb 7, 2023 10:53 PST) Date
KATE MILLER
Executive Director

By: _____ Date
LEAH BUDU
Deputy District Director
Maintenance District

KM

By: 
NVTA General Counsel

EXHIBIT A

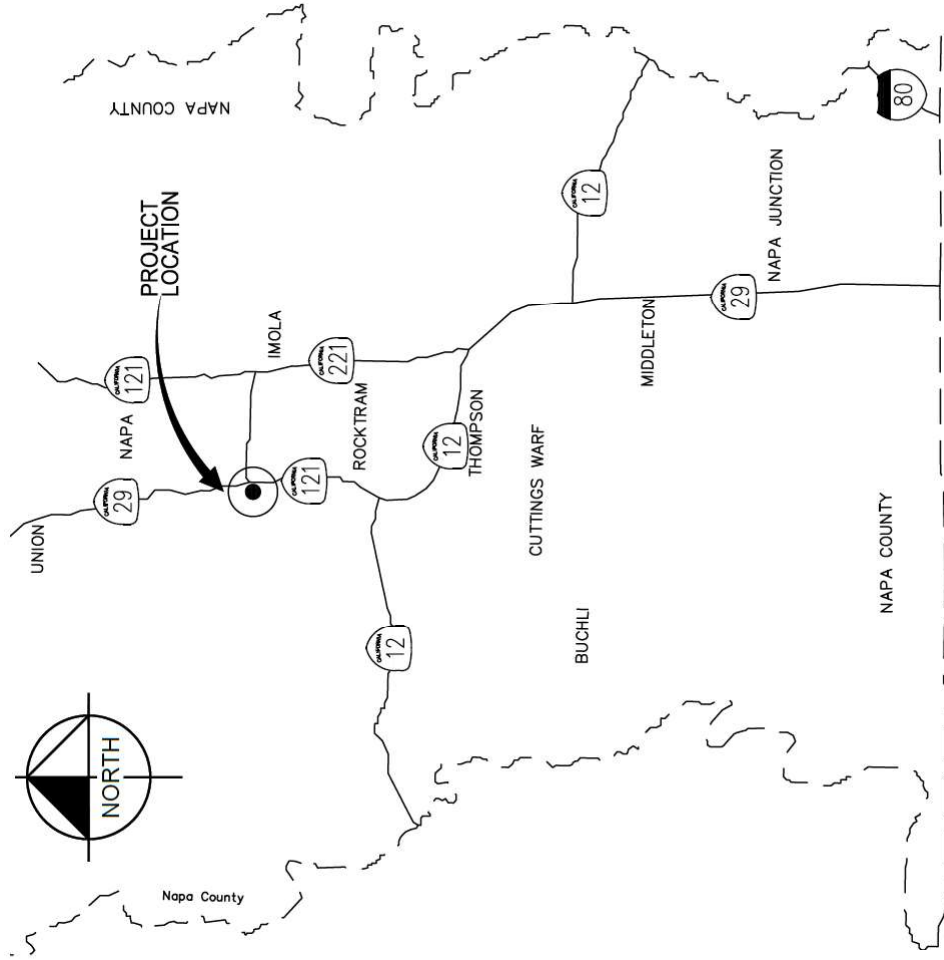
(Plan map identifying the applicable STATE Routes (Freeway proper) and NVT A road(s) and facilities)

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MAINTENANCE AGREEMENT WITH NAPA VALLEY TRANSPORTATION AUTHORITY

DBT	COUNTY	ROUTE	POST MILE TOTAL PROJECT
4	NAP	29	10.28-10.33

EXHIBIT A

TR04-22-EL01



VICINITY MAP

NOT TO SCALE

POST MILE 10.28 -10.33
DATE: JULY 2021

NVTA
NAPA VALLEY TRANSPORTATION AUTHORITY
IMOLA AVE AND SR-29 EXPRESS BUS IMPROVEMENTS
954 GOLDER GATE DRIVE NAPA, CA

SHEET 1 OF 3

ATTACHMENT 2
AGENDA ITEM 11.5
APRIL 19, 2023

PERMIT NO. EA 10862-NVTA-2021

SHEET NO.

DESIGNED BY

CHECKED BY

IN CHARGE

DATE

SCALE

HORIZONTAL

N/A

VERTICAL

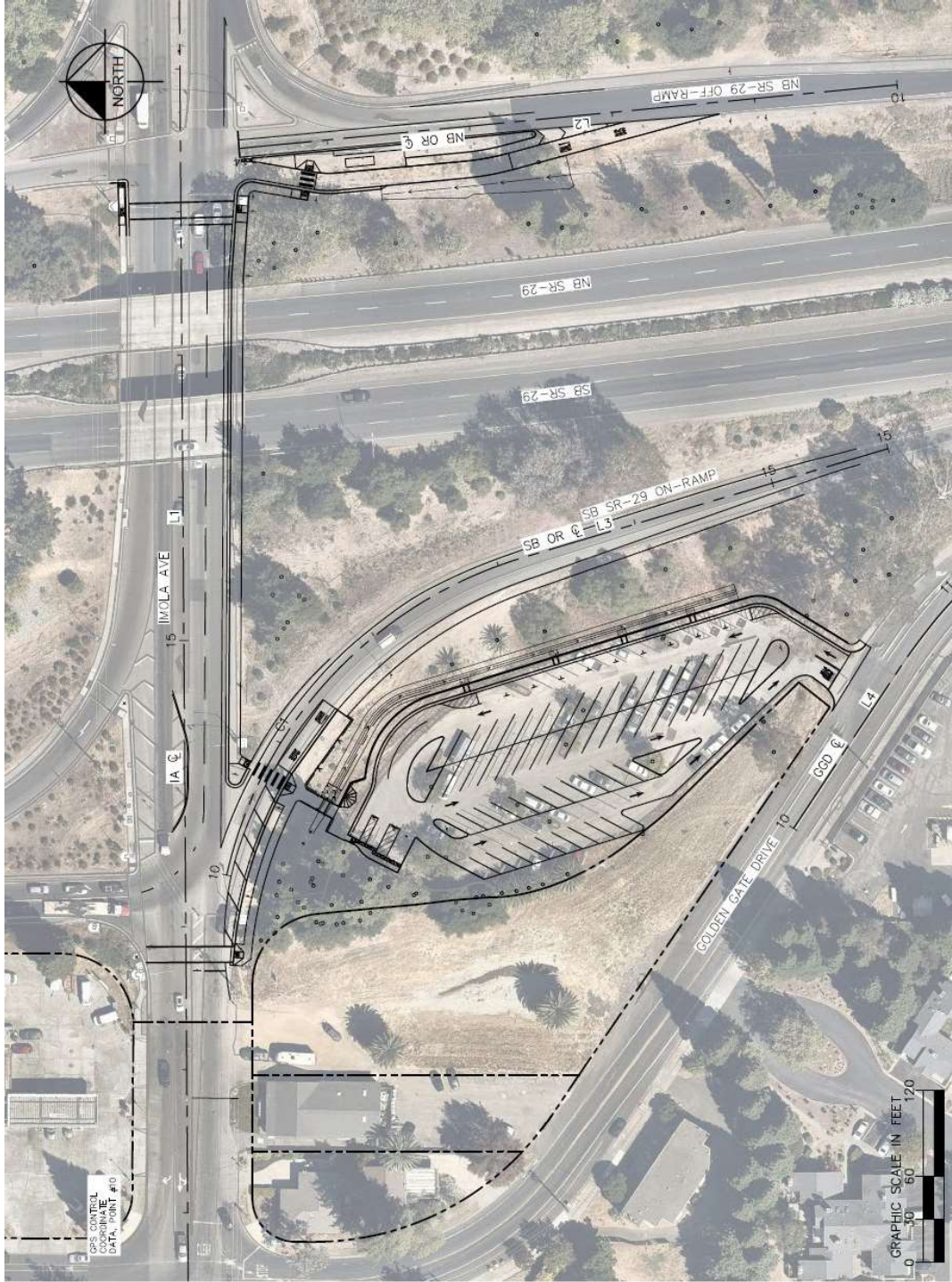
N/A

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MAINTENANCE AGREEMENT WITH NAPA VALLEY TRANSPORTATION AUTHORITY

DIST.	COUNTY	ROUTE	POST MILE TOTAL PROJECT
4	NAP	29	10.28-10.33

EXHIBIT A

TR04-22-EL01



LOCATION MAP

POST MILE 10.28 -10.33
DATE: JULY 2021

SCALE	REVISION
N/A	N/A
N/A	N/A
N/A	N/A

REVISION	SUBMISSION	DATE	DESIGNED BY	CHECKED BY	IN CHARGE

NO.	REVISION	SUBMISSION	DATE	DESIGNED BY	CHECKED BY	IN CHARGE

NVTA
NAPA VALLEY TRANSPORTATION AUTHORITY
IMOLA AVE AND SR-29 EXPRESS BUS IMPROVEMENTS
894 GOLDEN GATE DRIVE, NAPA, CA

SHEET 2 OF 3

ATTACHMENT 2
AGENDA ITEM 11.5
APRIL 19, 2023

NO. EA 10850-NAPA-2021-01

DESIGNED BY

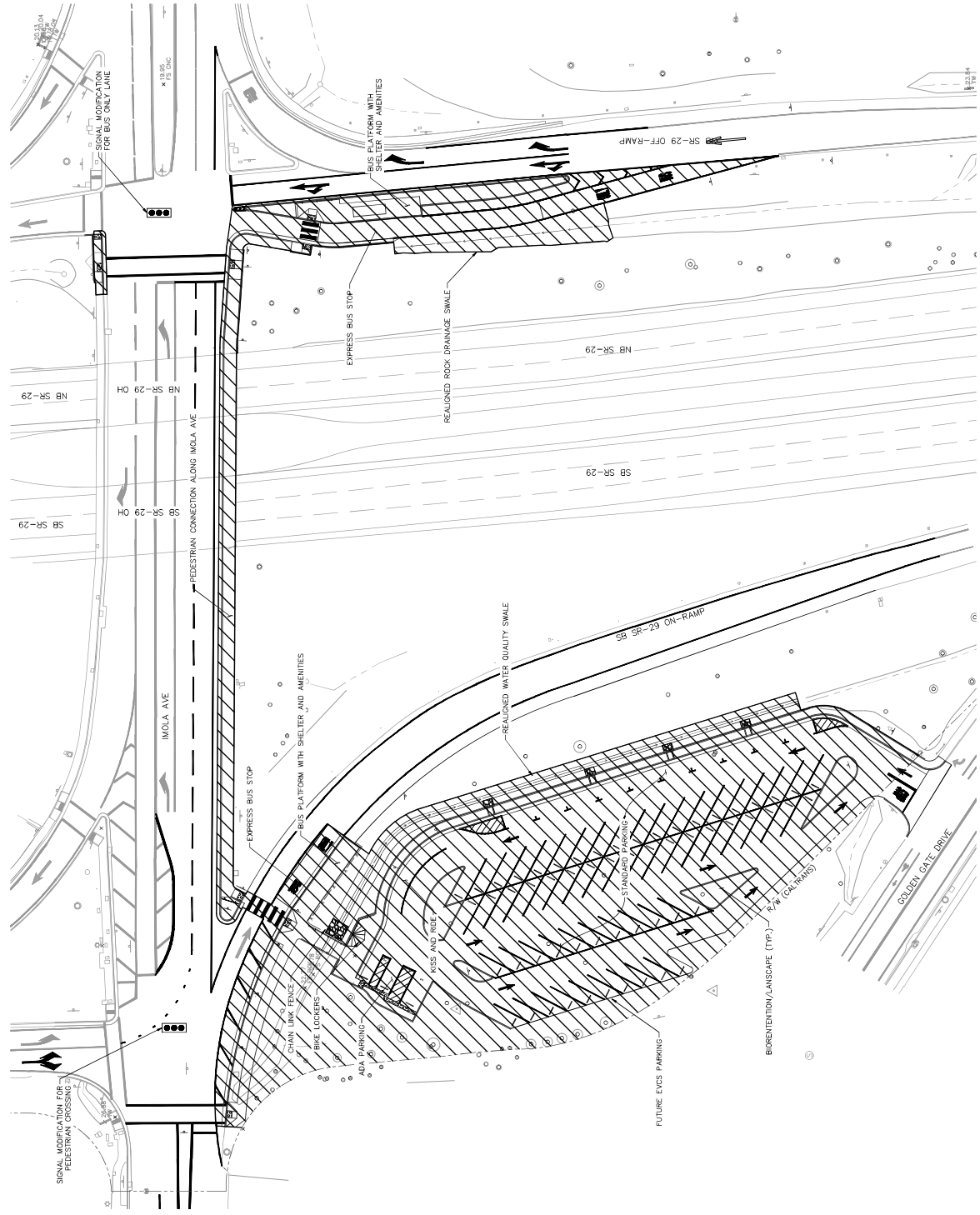
SHEET NO.

DIST.	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS
4	NAP	29	10.28-10.33	

EXHIBIT A TR04-22-EL01

LEGEND:

- CONCRETE BUS PAD
- NEW ASPHALT PAVEMENT
- LANDSCAPING
- AREA WITHIN CALTRANS R/W TO BE MAINTAINED BY NTA
- TRAFFIC SIGNAL MODIFICATION
- CALTRANS R/W



ATTACHMENT 2
 AGENDA ITEM 11.5
 APR 19, 2023
 PERMIT NO. EA 109500-1

NO.	REVISION / SUBMISSION	DATE	DESIGNED BY	DATE	SCALE	PROFESSIONAL ENGINEER	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	DATE	SCALE	DRAWN BY	DATE	CHECKED BY	DATE	IN CHARGE	JIMMIE L. JIMMIE L.	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EXHIBIT “B”

TRAFFIC SIGNAL AND LIGHTING

Caltrans and NVTa

Effective _____, 20____

BASIS OF COST DISTRIBUTION

State Operated and Maintained

Billed by the State

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Number of Facilities</u>	Cost Distribution including maintenance, materials and electrical costs	
				<u>State</u>	<u>NVTa</u>
29, PM10.292	Imola Avenue	Bus Signal Heads	2	0%	100%

STATE shall pay the expense and invoice NVTa for its share.

NVTa Operated and Maintained*

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Number of Facilities</u>	Cost Distribution	
				<u>State</u>	<u>NVTa</u>
29, PM10.292	Imola Park-N-Ride Lot	EVC Installs	1	0%	100%

*NVTa will be installing a PG&E meter for the electric vehicle charging stations and NVTa will pay directly to PG&E.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Senate Bill 1 (SB1) Local Partnership Program (LPP) Formulaic Funds as matching funds to Transit Performance Initiative (TPI) grant funds.

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve programming \$121,000 Local Partnership Program (LPP) Formulaic Funds as local matching funds for the Transit Performance Initiative (TPI) grant award.

EXECUTIVE SUMMARY

NVTA was awarded \$1,060,000 in TPI grant funds at the March 22, 2023, Metropolitan Transportation Commission meeting. The TPI award will be used for Vine Transit Bus System Operational Improvements and for the Imola Park and Ride Capital Improvements. TPI funds require a non-federal match of \$121,000 which staff has identified as LPP formula funds to complement the TPI award.

FISCAL IMPACT

Yes, \$121,000 of LPP formula funds will be used as a match.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Alberto Esqueda, Senior Planner
(707) 259-5976 / Email: aesqueda@nvta.ca.gov
SUBJECT: Senate Bill 1 (SB1) Local Partnership Program (LPP) Formulaic Funds as matching funds to Transit Performance Initiative (TPI) grant funds

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve programming \$121,000 Senate Bill 1 (SB1) Local Partnership Program (LPP) Formulaic Funds as matching funds for the Transit Performance Initiative (TPI) grant award.

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVTA was awarded \$1,060,000 in TPI funds for transit capital and operation projects. The TPI program requires that project sponsors provide a non-federal matching fund source. NVTA staff has identified LPP funds as the matching fund source.

The Road Repair and Accountability Act of 2017 (Senate Bill SB 1, Chapter 5, Statutes of 2017) created the Local Partnership Program (LPP) and allocates funds by the California Transportation Commission (CTC) to local or regional transportation agencies that have sought and received voter approved taxes or that have imposed fees dedicated solely for transportation improvements.

The California Transportation Commission (CTC) established the 2020 Formulaic Program to include three years of funding, Fiscal Years 2020-21 through 2022-23. NVTA received \$888,000 in 2020 formulaic program of which the majority of funds were programmed to the Vine Bus Maintenance Facility. The 2022 Formulaic Program includes two years of funding, 2023-24 and 2024-25. NVTA will receive \$594,000 for this

cycle. The voter approval of Measure T in 2012 qualifies NVRTA as an eligible recipient of LPP funds.

Staff recommends programming a total of \$121,000 LLP funds to meet the matching requirements of the Transit Priority Initiative grant award. The \$121,000 funds would be divided between two projects (Table 1&2).

- Imola Park and Ride Capital Improvement, \$72,000 of the LPP funds would match \$200,000 in TPI funds (Table1). These improvements will provide a security camera surveillance system and electronic transportation information display units. Due to budgetary constraints, these items were not included in the Imola P&R initial construction costs.
- Vine Transit Bus System Operational Improvements, this project has a total cost of \$219,000, \$170,000 would be funded with TPI funds the remaining \$49,000 balance would be LPP funds. These improvements including replacing the bus radio system and surveillance systems on up to 25 public transit vehicles.

Table 1: Imola Park and Ride Capital Improvements

Fund Source	Amount
LPP FY2022-23	\$15,000
LPP FY2023-24	\$57,000
TPI	\$200,000
Total Funding	\$272,000

Table 2: Vine Transit Bus System Operational Improvements

Capital Project	Amount
LPP FY2023-24	\$49,000
TPI	\$170,000
Total Expenses	\$219,000

NVRTA has until April 2025 to program the remaining \$488,000 in 2022 LPP formula funds and will bring a recommendation back to the NVRTA board at a future meeting.

ALTERNATIVES

The Board could determine to not approve programming Local Partnership Program funds as matching funds for the Transit Priority Initiative projects, which would result in the projects being delayed until other matching funds are identified, or canceled altogether. Additionally, the balance of the 2020 LPP formula funds of \$15,000 included in this proposed action would likely be reallocated to the SHOPP or other state programs if not programmed by April 30th.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

NVTA is utilizing LPP funds to match a competitive grant award, without this funding, NVTA would need to identify other funds as a local match, which could delay the projects.

ATTACHMENTS

- (1) Draft Vine Transit Capital Improvements LPP Formula Funds Application
- (2) Imola Avenue Park and Ride Capital Improvements

Napa Valley Transportation Authority – LPP Nomination for Vine Transit Capital Improvements

Screening Criteria

Eligible Project:

This project is eligible under Section 6.A.C. The acquisition, retrofit, or rehabilitation of rolling stock, buses, or other transit equipment, including, but not limited to maintenance facilities, transit stations, transit guideways, passenger shelters, and fare collection equipment with a useful life of at least 10 years. The acquisition of vans, buses, and other equipment necessary for the provision of transit services for seniors and people with disabilities by transit and other local agencies is an eligible project under this paragraph. Specifically, retrofitting buses by installing two-way radios and surveillance cameras in will improve transit safety. Because Napa County is in a valley, communication can be unreliable with several “dead zones.” Two-way radios provide direct communication among buses and dispatchers which is imperative during emergency events such as wildfires.

Performance Metrics:

The purchase and installation of two-way radios will optimize bus reliability. Bus operators will be able to communicate with dispatchers at central dispatch immediately without interference and inconsistency from mobile network devices. This more consistent and immediate communication between bus operator and dispatch will optimize bus reliability and delay. Having a better communication method among bus operator and dispatch will decrease bus delay, increase bus system reliability and improve the Vine Transit bus system by having a more timely and consistent bus service.

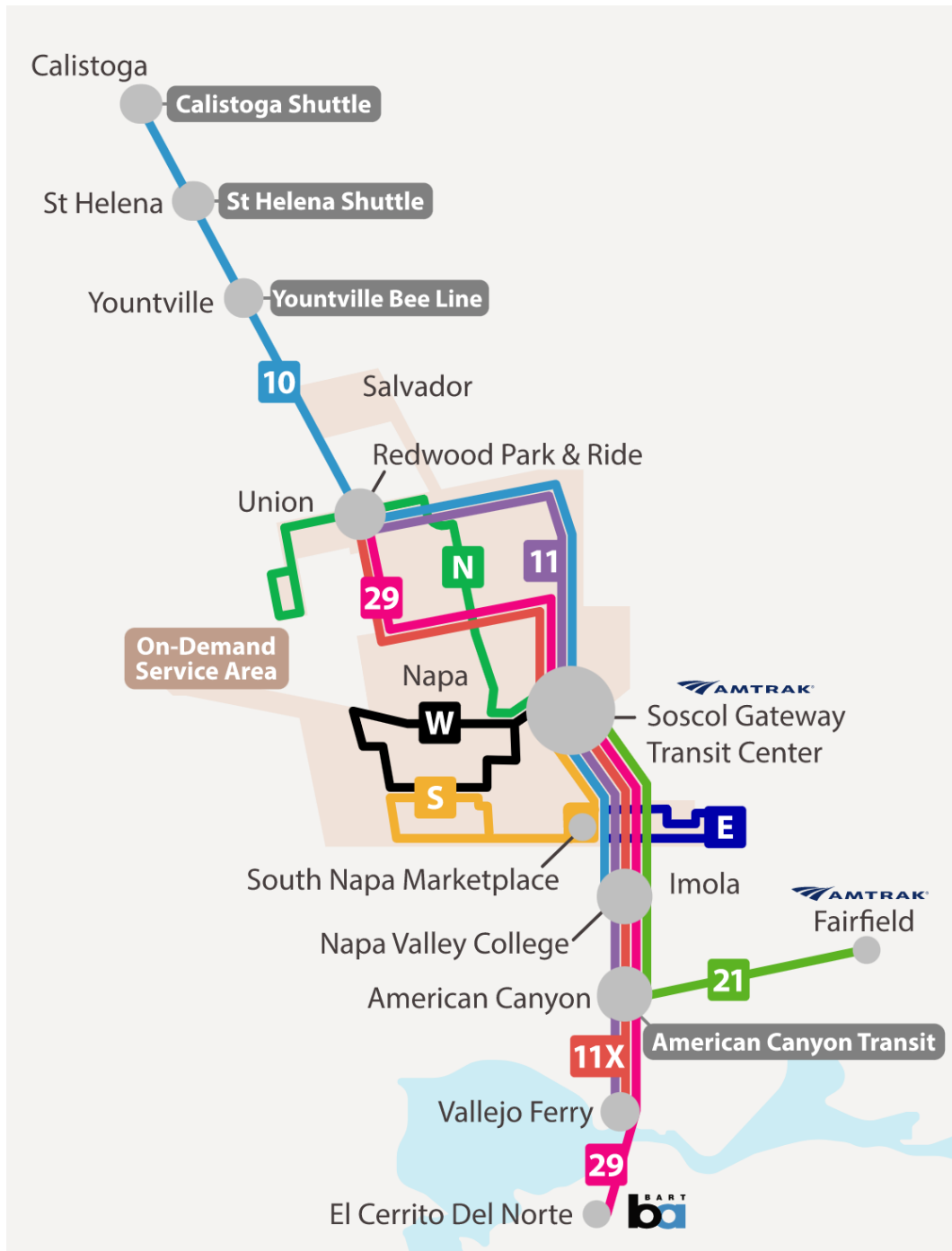
General Information

Overview: Provide a brief, one to three paragraph, non-technical description of the project. If the project includes multiple project modes, each project mode must be described.

NVRTA is seeking capital funds for infrastructure improvements to increase the efficiency of the Vine Transit (“The Vine”) system. The Vine is the County’s transit provider and offers public transit options throughout the region including community shuttle services in American Canyon, St. Helena, Yountville, Calistoga as well as its local routes, regional routes, express route 11x to the Vallejo Ferry Terminal, and commuter routes 21 and 29 to the Capitol Corridor Train Depot and El Cerrito del Norte BART station respectively. The Vine also operates a complementary ADA service called “Vine Go.” Improvements requested would include 1) Replacement of the old radio system and 2) Replacement of the camera surveillance system on all public transit vehicles.

Project Location: Provide a brief description of the project location(s) including city and county boundaries.

The project is located in the County of Napa as equipment on Vine Transit buses. Vine Transit routes are presented below.



Project Benefits:

The advantage a two-way radio has over a traditional cellphone is **instant communication**; once the user presses the radio push to talk button, the call is sent over the airwaves and radios tuned to that channel will hear the call. Cell phone coverage is an issue in a number of areas in Napa County, especially in the more remote parts of the county. Two way radios are the best way to communicate directly and immediately between parties in an emergency situation.

Nominating Agency and Implementing Agency Agreement (if applicable):

Not applicable

Reversible Lanes: Not applicable

Project Delivery

Delivery Method:

This is not a construction project. NVTA will procure the radio and surveillance equipment to the specifications of the current system for compatibility. An installation service will also be procured to install the equipment in the buses.

Contracts: If the project is divided into more than one contract which requires separate allocations, explain that in this section.

The intent is to procure one contractor that one for the purchase and installation of the two-way radios

Schedule Risks:

There are not many schedule risks associated with this project because it is not a conventional construction project. This is a transit operational upgrade project; the goal is to purchase and install two-way radios and surveillance cameras in buses. The risk of delay is minimal because NVTA has previously performed this same procedure and staff are familiar with the process. None of the traditional phases of a project are required for this project

Project Funding

Funding Plan:

Fund Source	Committed or Uncommitted	Fiscal Year of Allocation (LPP-F)	PAED	PSE	Right of Way	Con-struction	Total
LPP-Formulaic Request	Committed	FY 2023-24				\$49,0000	\$49,000
Transit Performance Initiative (TPI)	Committed	FY 2023-24				\$170,000	\$170,000
Total						\$219,000	\$219,000

Other

Interagency Cooperation: Not applicable

Transfer of Formulaic Program Funds Between Taxing Authorities: Not applicable.

Napa Valley Transportation Authority – LPP Nomination for Imola Avenue Park and Ride Capital Improvements

A. Screening Criteria

Eligible Project: Explain (no more than one or two paragraphs) how the project is eligible based on the categories outlined in the guidelines, Section 6A.

This project is eligible under Section 6.A.B. Improvements to transit facilities, including guideways, that expand transit services, increase transit ridership, improve transit safety, enhance access or convenience of the traveling public, or otherwise provide or facilitate a viable alternative to driving.

Installing a camera surveillance system will improve transit safety. NVRTA will have the ability to monitor the facility remotely, record video, be able to detect issues, and alert authorities in case of an incident. Transit patrons and carpoolers will feel more secure knowing their vehicles are being monitored through a camera security system. The installation of real-time electronic transit information displays will enhance the passenger experience by providing riders the assurance that the information is reliable and accurate. These improvements will facilitate a viable alternative to driving a single occupancy vehicle.

Performance Metrics:

The purchase and installation of surveillance monitoring system at the Imola Park and Ride could incentivize more bus patrons to utilize the bus system if they feel their car is being monitored while they are using the Vine Transit system. If more people take transit Vehicle Miles Traveled are decreased which improves air quality, it leads to less vehicles on roads with which could improve congestion and travel time reliability on the roads. The electronic transportation information displays will provide real-time information to transit patrons and make transit more convenient especially to those transit users who do not own a smart mobile device allowing them to have access to real-time information.

General Information

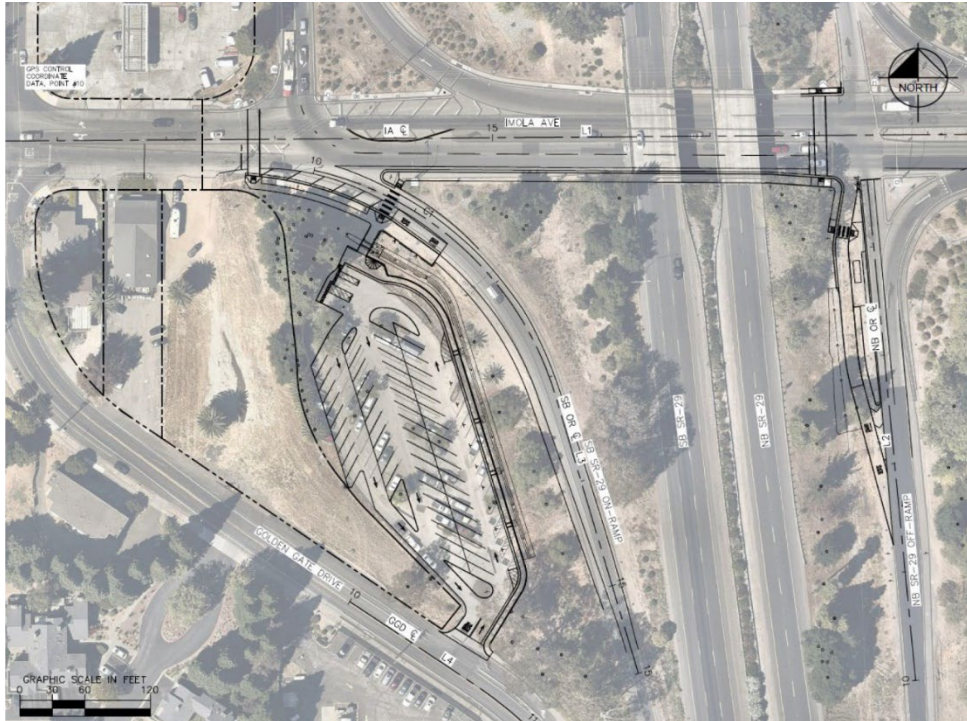
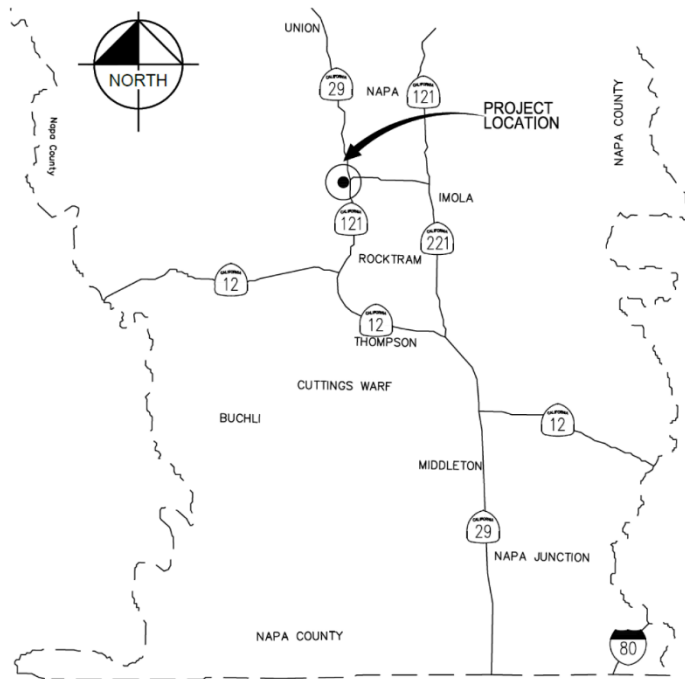
Overview:

The newly reconstructed Imola PNR at the intersection of SR-29 and Imola Avenue needs a surveillance security system and electronic signage- electronic transportation information display (ETIDs). Due to budgetary constraints during construction, a surveillance system was not included in the final design but was planned at a future date when funding was identified.

NVRTA is seeking capital funds to make infrastructure improvements to the new Imola Park and Ride (PNR) located in City of Napa's south adjacent to State Route 29, which serves as a multimodal station, and is served by Vine Transit's Express Route 11X to the Vallejo Ferry Terminal, and Commuter Route 29 to the El Cerrito del Norte BART station. Improvements requested would include 1) camera surveillance system; and 2) electronic transportation information display units.

Project Location:

The project is located in the City of Napa at the SR-29 and Imola Avenue Interchange.



Project Benefits:

The installation of a camera surveillance system will provide safety. An increase in the unhoused population is a ubiquitous concern affecting the entire State, and Napa County is not an exception. NVRTA will monitor the Park and Ride at Imola and SR 29 for illicit activities. A camera surveillance system would afford NVRTA the ability to monitor the PNR remotely for overnight campers and illegal activity to ensure the safety of transit and park and ride patrons.

Installing real-time signage offers equity to transit users by providing real-time bus information to those patrons who do not own a smart mobile device. Three real-time signs are needed at the Imola Park and Ride. One in the PNR lot itself, and one at each of the two shelters situated on the northbound and southbound SR 29 ramps. Bus service to this park and ride began on October 30, 2022. These signs will need to be solar powered given the limited electrical connections on the site. They will enable riders who do not possess a smart phone or cellular connectivity to access real-time bus information. Vine Transit's express routes travel long distance between stops often on highways with varying levels of congestion. Real-time signage is particularly important at the Imola PRN to give the riding public the assurance that their ride is on schedule.

Nominating Agency and Implementing Agency Agreement (if applicable):

Not applicable

Reversible Lanes:

Not applicable

Project Delivery

Delivery Method:

Contracts:

NVRTA will procure the surveillance and electronic transportation information display equipment to the specifications of the current system for compatibility. An installation service will also be procured as part of the contract to install the equipment at the Imola Park and Ride.

Schedule Risks:

The risk level is low with this project because it is to procure equipment. The main risk are issues with supply chain and receiving the equipment in a timely manner.

Project Funding

Funding Plan:

Fund Source	Committed or Uncommitted	Fiscal Year of Allocation (LPP-F)	PAED	PSE	Right of Way	Construction	Total
LPP-Formulaic Request	Committed	FY 2022-23				\$15,000	\$15,000
LPP-Formulaic Request	Committed	FY 2023-24				\$57,000	\$57,000
Transit Performance Initiative (TPI)	Committed	FY 2023-24				\$200,000	\$200,000
Total						\$272,000	\$272,000

Other:

- 1) **Interagency Cooperation:** Not applicable
- 2) **Transfer of Formulaic Program Funds Between Taxing Authorities:** Not Applicable



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment No. 7 to Agreement No. 17-15 with Kimley Horn and Associates (KHA) for Vine Bus Maintenance Facility Architectural and Engineering Design Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Amendment No. 7 which would amend the contract scope and fee to 1) add preparation of supplementary right of way documents, 2) augment funding for existing and expanded design services during construction, and 3) add a construction plan change to upgrade the maintenance facility to support maintenance and repair of Hydrogen Fuel-Cell Electric buses in an amount not to exceed \$146,000.

EXECUTIVE SUMMARY

NVTA awarded the Architectural and Engineering Services to Kimley Horn and Associates in August 2017. This will be the seventh amendment to the agreement. Amendment No.7 and will 1) add scope to provide additional right of way documentation associated with a lot line adjustment to accommodate a larger egress driveway, 2) add budget for design services during construction due to unforeseen coordination efforts associated with the photovoltaic system, and 3) provide a plan update to upgrade the facility to support maintenance and repair of Hydrogen Fuel-Cell Electric Buses in an amount not to exceed of \$146,000. To date, the total contract amount for Architectural and Engineering Services with Kimley Horn and Associated is \$2,837,597. With the additional \$9146,000, the total contract amount will be \$2,983,597.

FISCAL IMPACT

The cost for the Vine Bus Maintenance Facility Commissioning Services is \$146,000 and will be funded with Transportation Development Act Funds. The contingency budget will be used for payment of this service.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Grant Bailey, Program Manager - Engineer
(707) 259-5951/ Email: gbailey@nvta.ca.gov
SUBJECT: Amendment No. 7 to Agreement No. 17-15 with Kimley Horn and Associates (KHA) for Vine Bus Maintenance Facility Architectural and Engineering Design Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Amendment No. 7 which would amend the contract scope and fee to 1) add preparation of supplementary right of way documents, 2) augment funding for existing and expanded design services during construction, and 3) add a construction plan change to upgrade the maintenance facility to support maintenance and repair of Hydrogen Fuel-Cell Electric buses in an amount not to exceed \$146,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The first item included in Amendment #7 to Agreement 17-15 with KHA will finalize plat maps and legal descriptions associated with a lot line adjustment necessary to accommodate expanding an egress driveway next to the maintenance facility. In June 2022, the Board authorized Amendment No. 6 to Agreement 17-15 with KHA which authorized additional design work to expand the egress driveway and allow for a drive through bus bay at the Vine Transit Maintenance Facility. Most of the engineering design work associated with the driveway expansion was previously approved by the Board however, County requirements to adjust the property line were not well understood at the time of that amendment so the scope was withheld until staff was able to coordinate further with the County. Staff is now returning to the board seeking authorizing of an additional \$5,500 to finalize right of way documents necessary to complete the lot line

adjustment.

The second item included in Amendment No.7 will increase the budget for design services during construction. In October 2022, the Board authorized a Power Purchase Agreement with Energy 127 to design, install and operate a photovoltaic (PV) system to offset Bus Maintenance Facility energy consumption. As the PV system was not part of the original facility design, significant coordination efforts between NVTa, the construction manager Kleinfelder, KHA and the PV contractor have been necessary to mitigate conflicts between building facilities and PV system infrastructure. Due to the additional coordination effort, KHA has forecast the need for an additional \$90,500 for design services during construction to complete the project.

The final item included in Amendment No. 7 will add scope and fee to prepare a construction plan change that will modify the maintenance facility to support maintenance and repair of Hydrogen Fuel-Cell Electric Buses (FCEBs). As Vine Transit transitions to an all-electric fleet will be one step closer to this goal with the construction of the Bus Maintenance Facility. Although hydrogen FCEBs require hydrogen gas to generate electricity, they are technically classified as electric zero emission vehicles. Recent reductions in the costs of hydrogen FCEBs and corresponding fueling infrastructure suggest that they are now viable for widespread transit use. By incorporating hydrogen FCEBs into our fleet, Vine Transit can diversify fuel types, making the fleet more adaptable to meet community needs while increasing our resilience in emergency situations. Hydrogen-fueled vehicles will also allow NVTa to reduce the number of vehicles needed for express bus and other long-haul services. The additional cost of building design modifications amounts to \$50,000, which is authorized under this Board item. The estimated construction cost for the modification of the Maintenance Facility is \$250,000. It should be noted that currently there are no hydrogen fueling facilities in Napa County and surrounding areas but the Chevron station on Devlin is anticipated to submit a permit to the County and plans for a hydrogen facility have been completed.

ALTERNATIVES

The NVTa Board could chose to not approve Amendment No. 7 but this would result in diminished design support during the final critical stages of construction and require additional effort from NVTa staff in areas outside their expertise which could result in a suboptimal operating facility. Also, by not approving this amendment, Vine Transit will not have the ability to incorporate hydrogen FCEBs into the fleet at this time, reducing its overall adaptability and resiliency and likely resulting in increased costs to modify the facility in the future.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The services will improve all operations at the maintenance facility and therefore provide better transit services for riders.

Goal 3: Use taxpayer dollars efficiently.

Improved design and project oversight will support the project moving forward expeditiously and result in better construction outcomes.

ATTACHMENT

(1) Amendment No. 7 to Agreement No. 17-15 with Kimley Horn and Associates

SEVENTH AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA") AGREEMENT NO. 17-15

THIS SEVENTH AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA") AGREEMENT NO. 17-15 hereinafter referred to as "SEVENTH Amendment" is made and entered into as of this 19th day of April, 2023, between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVTA"), and Kimley-Horn and Associates, Inc. whose mailing address is 555 Capitol Mall, Suite 300, Sacramento, CA 95814, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, in August 2017 NVTA and CONTRACTOR entered into NVTA Agreement No. 17-15 ("Agreement") for architectural and engineering design services for the future construction of the Transit Maintenance Facility, Sheehy Court, Napa, California in an amount not to exceed \$2,590,275; and

WHEREAS, the First Amendment to Agreement No. 17-15 ("First Amendment") dated October 31, 2018 amended Section 1(a), Term of the Agreement;

WHEREAS, the Second Amendment to Agreement No. 17-15 ("Second Amendment") dated January 8, 2019 amended Section 2, Scope of Services, and Section 3, Compensation, of the Agreement to increase the compensation an additional amount of \$19,622, with the Agreement compensation total not to exceed \$2,609,897;

WHEREAS, the Third Amendment to Agreement No. 17-15 ("Third Amendment") dated March 17, 2021 amended Section 2, Scope of Services, of the Agreement;

WHEREAS, the Fourth Amendment to Agreement No. 17-15 ("Fourth Amendment") dated April 8, 2021 amended Section 2, Scope of Services, and Section 3, Compensation, of the Agreement to increase the compensation an additional amount of \$37,900, with the Agreement compensation total not to exceed \$2,647,797;

WHEREAS, the Fifth Amendment to Agreement No. 17-15 ("Fifth Amendment") dated April 20, 2022 amended Section 2, Scope of Services, to include Building Commissioning, and Section 3 Compensation, of the Agreement to increase the compensation an additional \$52,500 with the Agreement compensation total not to exceed \$2,700,297;

WHEREAS, the Sixth Amendment to Agreement No. 17-15 ("Sixth Amendment") dated June 15, 2022, amended Section 2, Scope of Services, to include additional design services for the driveway expansion, communications and audiovisual systems; and Section 3, Compensation, of the Agreement to increase the compensation an additional \$137,000 with the Agreement compensation total not to exceed \$2,837,597; and

WHEREAS, NVTa wishes to amend Section 2, Scope of Services, and Section 3, Compensation, of the Agreement to reflect additional services to provide preparation of plat and legal documents additional design services during construction (DSDC) for utilities and PV solar system, and prepare a design bulletin to support a maintenance and repair of Hydrogen FCEBs to the project; and to amend Section 3 to increase the budget for the additional services through to completion of the Vine Bus Maintenance Facility construction.

WHEREAS, CONTRACTOR is able to provide additional services to NVTa in the amount of \$146,000.

TERMS

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

1. Section 2, Scope of Service, is amended to include additional services as described in EXHIBIT A-7 attached hereto to the Amendment. The Scope of Services in EXHIBIT A attached to the Agreement remain unchanged.
2. Section 3, Compensation, is amended to include the additional rates for the additional services at the rate set forth in EXHIBIT B-7 attached hereto the Amendment. The Compensation as described in EXHIBIT B to the Agreement otherwise remains unchanged.

The maximum payments under the Agreement, together with the Amendment, shall be a total of **\$ 2,983,597** for professional services and expenses, provided however, that such amounts shall be based upon services actually rendered.

3. Except as set forth above, the terms and conditions of the Agreement, as amended in the First, Second, Third, Fourth, Fifth, and Sixth Amendment remain in full force and effect as previously approved.

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

[SIGNATURES ON NEXT PAGE]

"NVTA"
Napa Valley Transportation Authority

"CONTRACTOR"
Kimley-Horn and Associates, Inc.

By _____
KATE MILLER, Executive Director

By _____
PETER MEYERHOFER, P.E.
Vice President

APPROVED AS TO FORM:

By _____
Osman Mufti
Sloan Sakai Yeung & Wong LLP
NVTA General Counsel

EXHIBIT A-7

SCOPE OF WORK

Vine Bus Maintenance Facility – Plat and Legal Preparation, Design Services During Construction (DSDC), and H2 FESB Retrofit Design Services

- I. **GENERAL.** NVT A requires CONTRACTOR to perform additional preparation of supplementary right of way documents and expand existing design services during construction (DSDC).
- II. **SCOPE OF WORK.** The following work description details the effort to be performed by the CONTRACTOR.
 1. CONTRACTOR shall provide and complete the following services to assist in finalizing the right of way documents in order to complete in the driveway expansion as follows:
 - Prepare and provide plat and description for requested easements.
 2. CONTRACTOR shall provide additional design services to accommodate significant changes in the design of photovoltaic system infrastructure and utilities between facility buildings during construction of the facility.
 3. CONTRACTOR shall prepare a Design Bulletin modifying the facility construction plans and design to accommodate a retrofit to support a maintenance and repair of Hydrogen Fuel-Cell Electric Buses (FCEB). Design Bulletin shall include, but not as to limit to, the following:
 - Addition of gas detection per NFPA2 Section 18.3.3-18.3.5
 - Mechanical exhaust per NFPA2 18.4.1
 - Ensure no heat producing appliances are in the H2 maintenance bay per NFPA Section 18.5
 - Electrical de-classification of Ceiling Area per NEC 511.3(C)(2)(a)
 - Construction of partition walls (with minimum 1-hour fire rating, UL listed) to physically separate the H2 maintenance bay from adjacent areas

III. COST.

- a. CONTRACTOR agrees to prepare plat and description services for \$5,500.
- b. CONTRACTOR agrees to provide additional design services for \$90,500.
- c. CONTRACTOR agrees to provide additional design services changes to accommodate Hydrogen FCEBs for \$50,000.

EXHIBIT B-7

COST SUMMARY SHEET

DESCRIPTION		AMOUNT
Agreement	PS&E Design of Transit Facility	\$2,590,275
Amendment No. 1	Term Extension	\$ - 0 -
Amendment No. 2	Redesign power supply plan and modify construction documents	\$ 19,622
Amendment No. 3	Term Extension	\$ - 0 -
Amendment No. 4	Redesign of property, facility and roof structure	\$ 37,900
Amendment No. 5	Building Commissioning	\$ 52,500
Amendment No. 6	Driveway Expansion and Communications System Design Services	\$ 137,300
Amendment No. 7	Plat and Legal Preparation, Design Services during Construction (DSDC) – PV Infrastructure & Utilities, and Hydrogen FCEB Retrofit design services	\$ 146,000
NEW TOTAL AMOUNT NOT TO EXCEED		\$2,983,597

*The maximum payment amount of not to exceed **\$2,983,597** shall not be construed as guaranteed sums and compensation shall be based upon services actually rendered.*



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Agreement No. 23-C11 with RSA+ for Engineering Design Services for the Napa Valley College Multimodal Station Improvements project

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor modifications to Agreement No. 23-C11 with RSA+ for engineering design services associated with improvements to the Napa Valley College multimodal station in an amount not to exceed \$97,350.

EXECUTIVE SUMMARY

Vine Transit provides bus service to Napa Valley College (NVC), which currently has only bus stop on campus. The configuration of the existing stop allows only southbound pickups and drop-offs, forcing northbound buses to pass the stop and loop back, adding an extra 10 minutes to the journey, or an additional 200 minutes of travel time each weekday. In 2014, NVTA and NVC developed a concept design to create a pull-out stop area on the east side of James Diemer Dr to allow for northbound service.

Since then, the project experienced several false starts and was delayed until 2022 when a new leadership team at NVC expressed support for it. NVTA staff presented a concept design, developed by RSA+, to NVC's Real Property Committee and Board of Trustees, both of which provided support. The next phase of the project will involve the development of detailed engineering designs for the new bus stop, with the goal of improving transit service to NVC and reducing travel times for students, faculty, and staff.

FISCAL IMPACT

Yes, this contract has a not to exceed amount of \$97,350 and will be funded by Transportation Development Act funds.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Grant Bailey, Program Manager – Engineer
(707) 259-5951 / Email: gbailey@nvta.ca.gov
SUBJECT: Agreement No. 23-C11 with RSA+ for Engineering Design Services for the Napa Valley College Multimodal Station Improvements project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor modifications to Agreement No. 23-C11 with RSA+ for engineering design services associated with improvements to the Napa Valley College bus stop in an amount not to exceed \$97,350.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Vine Transit currently provides service to Napa Valley College (NVC) from a single bus stop located on the west side of James Diemer Drive on campus. Bus routes include Route 10 to Calistoga, Route 11 to Vallejo, and Route 21 to Fairfield and Suisun for a total of 41 trips per day from 7:30am to 8:30pm. Configuration of the existing bus stop only allows for southbound pickups and drop offs, forcing northbound buses to pass the stop on State Route 221 and loop back, resulting in additional 10 minutes of travel time for each trip. After further analysis, staff found that approximately half of the 41 daily trips to the college make this loop, resulting in an additional 200 minutes of drive time each weekday.

To address this issue, NVTA and NVC began discussing measures in 2014 that would allow Vine Transit to access the stop without requiring buses to make the loop. After consulting with civil engineer RSA+, two concept designs were proposed for review and approval by NVTA and NVC. Option 1 would expand the stop into the existing parking lot

on the west side of James Diemer Dr, which would result in the removal of sixteen NVC parking spaces. Option 2 would create a pull-out stop area on the east side of James Diemer Dr, across the street from the existing stop, but would require passengers using northbound services to cross the street. Ultimately, Option 2 was selected as the preferred alternative by both NVC and NVTA.

The project was then tabled until 2022 when a new NVC leadership team expressed support for the project. Since then, NVTA staff have presented the project to NVC's Real Property Committee and Board of Trustees, both of which have provided project support. The NVC Board has agreed to enter into a memorandum of understanding with NVTA for the project with the RSA+ concept design.

Considering NVC's renewed interest in the project and support of the preliminary design, staff requested a design proposal exclusively from RSA+. Although this practice is not in accordance with NVTA procurement policy, staff felt it was appropriate to pursue a sole source for engineering design services in this instance. Additionally, local funding will be used for this phase of the project, which alleviates NVTA of more onerous procurement requirements associated with state and federal funding.

ALTERNATIVES

- 1) Not award this contract and maintain the current operation of the existing bus stop, resulting in diminished level of service and inefficiencies to the transit system.
- 2) Not award this contract to RSA+ and solicit a request for proposals for engineering services utilizing the existing concept design completed by RSA+. This alternative would add approximately three months to the project schedule and would preclude RSA+ from participating in this and future phases on this project.
- 3) Not award this contract to RSA+ and solicit a request for proposals for engineering services not utilizing the existing concept design completed by RSA+. This alternative would add at least three months to the project schedule and risk a change in design should a different consultant be selected.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The construction of the Napa Valley Vine Trail Calistoga to St. Helena segment will reduce mobile emissions.

Goal 3: Use taxpayer dollars efficiently.

The abbreviated procurement approach proposed by staff will accelerate the delivery of the final design drawings and enable an earlier start to the construction process,

ultimately allowing for greater efficiency gains to be realized by the Vine Transit system sooner. This will result in both a cost and time savings. Otherwise NVTA would have to restart the project from scratch.

ATTACHMENTS

- (1) Draft Agreement No. 23-C11 with RSA+

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 23-C11

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 Sonoma RSA, Inc., dba RSA+, a Corporation registered to do business in the State of California, whose mailing address is 1515 Fourth Street, Napa, CA 94559, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, NVTA wishes to obtain specialized services in order to provide engineering design services in support of the Napa Valley College Bus Stop Improvement project; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its April 19, 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

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on **December 31, 2024**, unless earlier terminated as provided herein, except that the obligations of the parties under “Insurance” and “Indemnification” shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by “Confidentiality,” “Taxes,” and “Access to Records/Retention”).
2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR’s proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.

Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. Compensation.

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **\$97,350** 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, who after review and approval as to form and content, shall submit the invoice to the NVTa Director of 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, 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 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 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

Hugh Linn, PE
Principal + President
1515 Fourth Street
Napa, CA 94559

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 April 18, 2018.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on April 18, 2018.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 14, 2005. To this end, all employees and 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 April 18, 2018.

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 NVT A, 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, and as amended from time to time. Such laws shall include, but not be limited to the following, except where prohibited by law:

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

the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

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

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

“NVTA”

“CONTRACTOR”

Sonoma RSA, Inc., dba RSA+

By _____
KATE MILLER, Executive Director

By _____
HUGH LINN, PE, Principal + President

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

Approved as to Form:

By _____
NVTA General Counsel

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTA with the following services:

Engineering design services in support of the Napa Valley College Bus Stop Improvement 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.

- I. **GENERAL.** The Napa Valley Transportation Authority (NVTa) needs the CONTRACTOR to reconfigure/redesign a transit service bus stop at James Diemer Drive, located on the Napa Valley College (NVC) campus, to a bi-directional service (north- and southbound) from its current one direction (southbound) approach. A conceptual design/plan with a pull-out stop on the east side of James Diemer Dr across from the existing bus stop was selected by both NVTa and NVC as the best and most economical solution.
- II. **SCOPE OF SERVICES.** CONTRACTOR is to perform the following engineering design services within the following phases of the project:

DESIGN PHASE

TASK 1 Supplemental Topographic Survey. CONTRACTOR shall expand the previously prepared topographic survey to include beyond the limits of design by approximately 50 feet in each direction for drainages.

TASK 2 Construction Documents.

1. *Design Development.*
 - a. CONTRACTOR will review existing documents provided by NVC and NVTa, including utility maps, construction documents from construction of James Diemer Drive. CONTRACTOR shall also:
 - (1) Work with NVTa and NVC to mark existing utilities in the field
 - (2) Review of existing soils report for pavement recommendations (shall be provide by NVC)
 - (3) Site walk to review drainage patterns
 - (4) On-site review of existing southbound bus routines, timelines, maneuvers
 - (5) Coordination with NVTa and NVC on any design considerations not shown on concept plan
 - (6) Review of new impervious area to ensure below 5,000 square foot threshold and does not require bioretention. Preliminary review does not indicate this will be required, but a detailed area map of the improvements will be prepared and provided to NVTa to show final impervious area. Should bioretention design be required, a project amendment may be needed.
2. *Stakeholders Meetings.* CONTRACTOR will attend the following meetings:
 - a. Kick-off meeting.
 - b. Two (2) meetings with stakeholders, incl. NVC.
 - c. 65% and 95% comment review meetings.
 - d. Public pre-bid meeting.

3. *Construction Documents.* CONTRACTOR will prepare documents, including plans, and engineer's cost estimate for review by NVTA and other stakeholders. CONTRACTOR will prepare plans at 1"=20' scale. CONTRACTOR plan sheets will include the following:
 - a. Cover Page with project information
 - b. Construction Notes Sheets
 - c. Demolition Plan
 - d. Layout Plan, including signage and striping
 - e. Grading and Drainage Plan
 - f. Erosion Control Plan
 - g. Construction Details, including curb ramp details, hybrid beacon details, and drainage details.
4. *Local Permitting and Processing.* CONTRACTOR will submit plans for review to the City of Napa, NVTA, and NVC for review. The plans, and estimate will be submitted at the 65% level. Upon receiving comments, CONTRACTOR will address plan and estimate comment and will prepare a resubmittal (95%), which will include plans, estimate, and preparation of the project specifications for the second review. The front-end specifications shall be provided by NVTA. CONTRACTOR will obtain final comments from the 95% submittal and will prepare a package consisting of plans, specifications and estimate for final signatures and bidding.
5. *Caltrans Permitting and Processing.* A guardrail adjacent to the walkway is assumed to be required due to proximity of the pedestrian walkways to the adjacent State Route 121/12 (Freeway). The new improvements are expected to be within the clear recovery zone of the Freeway and thus will require a guardrail and Caltrans Encroachment Permit. CONTRACTOR will prepare the encroachment permit application and submit to Caltrans and have scoped this task to also include addressing one (1) round of Caltrans comments.
6. *CEQA Exemption Document.* CONTRACTOR will prepare a Notice of Exemption document for the project. This exemption document would rely on section 15301 (c) and 15275 (b) for exemptions under the California Environmental Quality Act (CEQA) related to transit improvements along existing facilities and mass transit facility extensions.

BIDDING PHASE

TASK 3 Bidding Assistance. CONTRACTOR shall provide the following services during the bidding period on an as-needed/as-requested basis:

- a. Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- b. Prepare addenda to the contract documents, as needed.
- c. Analyze substitution requests and recommend an alternative.
- d. Review and evaluate bids for conformance with project documents.

CONSTRUCTION PHASE

TASK 4 Construction Phase Engineering Services. CONTRACTOR will provide engineering support services during bidding and construction of improvements for the project. This work will be on a “as-needed/on-call” basis, and will include the following:

- a. Pre-construction meetings and construction meetings
- b. Periodic site observations/visits
- c. Response to RFIs
- d. Other construction related work, as requested
- e. Assistance with final punch list preparation
- f. Record Drawings and Final Letter as requested by NVT A

III. PROJECT TIMELINE

To be added

CONTRACTOR must obtain NVT A’s approval for any additional services or task performance, incl. their associated costs, not listed in the scope of services prior to performance.

EXHIBIT B COST SHEET / FEE SCHEDULE

DESCRIPTION	AMOUNT
<i>DESIGN PHASE</i>	
Task 1 Supplemental Topographic Survey (T&M)	\$ 2,500
Task 2 Construction Documents (T&M)	\$74,000
<i>BIDDING PHASE</i>	
Task 3 Bidding Assistance (T&M)	\$ 2,000
<i>CONSTRUCTION PHASE</i>	
Task 4 Construction Phase Engineering Services (T&M)	\$10,000
	Subtotal \$88,500
Other 10% contingency	\$ 8,850
	TOTAL \$97,350

RSA PERSONNEL RATES

Administrative Coordinator	\$100 per hour	Principal	\$245 per hour
Assistant Engineer	\$165 per hour	Project Engineer	\$190 per hour
Design Engineer	\$180 per hour	Project Manager	\$220 per hour
Draftsperson	\$130 per hour	Survey Crew (Construction, 2 Man, Robotic, or GPS)	\$295 per hour
Engineering Aide	\$100 per hour	Additional Field Personnel	\$95 per hour
Engineering / Survey Technician	\$160 per hour	<i>Prevailing Wage Survey Crew (2 Man)</i>	<i>\$365 per hour</i>
Inspector	\$130 per hour	<i>Prevailing Wage QSP Sampler</i>	<i>\$175 per hour</i>
Lead Engineer	\$200 per hour	<i>Prevailing Wage Additional Field Personnel</i>	<i>\$155 per hour</i>
Licensed Land Surveyor	\$215 per hour		

Materials. Printing and plotting costs (for up to 50 sheets)

CADD plot	\$10.00 per plot
Large-format copies, B&W	\$ 4.00 per sheet
Small-format copies, B&W	\$ 0.15 per page
Small-format copies, Color	\$ 0.75 per page

Travel. Travel carrier/mode, mileage, and/or per diem costs will be authorized for

reimbursement at the current standard GSA IRS rate (www.irs.gov).

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 \$97,350.

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.

Optional or as needed work to be performed by CONTRACTOR and their associated costs must be approved by NVTA prior to performance



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Agreement No. 23-C12 with Next Steps Marketing for Transportation Demand Management Outreach Coordinator services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority Board approve Agreement No. 23-C12 (Attachment 1) and authorize the Executive Director to enter into a 1-year agreement for \$117,280, with the option for two (2) one (1) year extensions, with Next Steps Marketing Inc. in an amount not to exceed \$387,024.

EXECUTIVE SUMMARY

NVTA issued a request for proposals (RFP 23-R03) on January 9, 2023 for travel demand management outreach services with bids due on February 10, 2023. NVTA received three proposals and evaluation was completed by NVTA staff. Next Steps Marketing, LLC. was deemed the most responsive to the RFP.

FISCAL IMPACT

Up to \$387,024. This project is not currently budgeted, however, staff will request Board approval for amendments to the FYs 2023-2024 budget to shift funds from the SR 29/SR 12 Jameson/Airport Environmental Phase project (which with Board approval will be replaced with Regional Measure 3 funds) to cover project costs. This includes the first-year contract amount of \$117,280 plus an annual contingency of \$11,728 to cover any minor adjustments for a total of three years. One Bay Area Grant planning funds and Transportation Development Act Funds have been identified to pay for this project.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

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
SUBJECT: Agreement No. 23-C12 with Next Steps Marketing for Transportation Management Outreach Coordinator services

RECOMMENDATION

That the Napa Valley Transportation Authority Board approve Agreement No. 23-C12 (Attachment 1) and authorize the Executive Director to enter into a 1-year agreement for \$117,280 with the option for two (2) one (1) year extensions, with Next Steps Marketing, LLC. for Transportation Demand Management (TDM) Outreach Coordinator services in an amount not to exceed \$387,024.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Staff is recommending that the Board authorize the executive director to enter into and make minor modifications to Agreement No. 23-C12 with Next Steps Marketing LLC for a period of 1 year for \$117,280 with the option for two 1-year extensions, for a total amount not to exceed \$387,024 over three years for Transportation Demand Management Outreach Services. The total project cost includes a \$35,184 contingency (approximately \$129,000 annually) if additional scope is needed.

The Request for Proposal (RFP 23-R03) was released on January 9, 2023, bids were due on February 10, 2023. The agency advertised in the Napa Register, on the NVRTA website procurement page, and circulated the RFP to firms registered in a statewide public access publication and DBE sites with over 500 firms registered. NVRTA held a pre-proposal conference on January 20, 2023 with nine firms in attendance.

Three bids were received by the due date. Staff held interviews with the two highest scoring proposers on March 17, 2023. Each proposer was requested to submit a Best and Final Offer. Staff's evaluation deemed the proposal from Next Steps Marketing, LLC. the most responsive to the scope of work and deemed the cost proposal reasonable.

NVTA's Travel Demand Management program, V-Commute was launched in 2019 and the timing given the COVID-19 Pandemic resulted in less than optimum participation. The program currently is supported by .25 full time equivalent staff, which is insufficient to provide program management and outreach necessary for meaningful participation. Significantly more outreach to employers and employees is necessary to grow the program to its full potential. This effort will include tailoring programs that meet the specific needs of large employers, and outreach to individual employees.

The NVTA TDM V-Commute program promotes commuting by alternative modes and provides employer tools using the Ride Amigos platform. The V-Commute program makes ride sharing easier, promotes using transit, walking and bicycling in lieu of single occupancy vehicle use. The V-Commute program also coordinates van- and carpools and provides subsidies to purchase bicycles and related equipment.

It is anticipated that committing resources into promoting the V-Commute Program will result in reduced vehicle miles traveled and more affordable commute options for low-income workers. Staff intends to closely monitor and refine outreach efforts and report regularly to the board on key performance indicators to ensure the investment in the program has meaningful outcomes.

ALTERNATIVES

The Board may elect not to approve the TDM Outreach Coordinator Agreement, and staff would need to solely support the program. An additional staff position would be required to manage the program if it is to have any meaningful growth potential

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The V-Commute program supports alternative transportation mode choice with programs that help reduce congestion, greenhouse gas emissions and vehicle miles traveled in Napa County.

ATTACHMENT(S)

(1) Draft Agreement 23-C12 with Next Steps Marketing, LLC for Transportation Demand Management Outreach Coordinator Services.

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 23-C12

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 Next Steps Marketing, a S-Corporation registered to do business in the State of California, whose mailing address is 450 Geary Street, Suite 401, San Francisco, CA 94102, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, NVTA wishes to obtain specialized services in order to provide Travel Demand Management (TDM) Program Outreach Coordinator Services; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its April 19, 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

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

1. Term of the Agreement.

(a) The term of this Agreement shall commence on the date first above written and shall expire on **30 June 2024**, 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”).

(b) The term of the Agreement shall be to the date shown above with the option to extend for up to two (2), one (1) year terms, at the sole discretion of NVTA at the rates set forth in EXHIBIT B.

2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **\$117,280** 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, who after review and approval as to form and content, shall submit the invoice to the NVTA Director of 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, 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 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 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
Mike Popalardo
Principal / CFO
450 Geary Street, Suite 401
San Francisco, CA 94559

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 April 18, 2018.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on April 18, 2018.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 14, 2005. To this end, all employees and 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 April 18, 2018.

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 NVT A, 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, and as amended from time to time. Such laws shall include, but not be limited to the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family

care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

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

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

“NVT A”

“CONTRACTOR”
Next Steps Marketing

By _____
KATE MILLER, Executive Director

By _____
MIKE POPALARDO, Principal / CFO

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

Approved as to Form:

By _____
NVT A General Counsel

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTa with the following services:

Travel Demand Management (TDM) Program Outreach Coordinator services as per attached scope of work

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.

- I. **GENERAL.** The Napa Valley Transportation Authority (NVTa) needs the CONTRACTOR to provide outreach coordinator services in support of its Travel Demand Management (TDM) Program. CONTRACTOR will assist the program manager with employer communications, consultations, marketing, event coordination to support multi-modal solutions for commuters with large and small employers throughout the Napa Valley. This position will also assist the TDM program manager expansion program development, data collection/evaluation and periodic updates to boards, committees and stakeholders.
- II. **SCOPE OF WORK.** CONTRACTOR is to provide, but not as to limit to, the following assistance and services in support of the program:

Task 1.0 Update Napa Valley Employer Database

- 1.1 Update/refine employer database and single point of contact information
- 1.2 Work with large employers to establish Employer Transportation Coordinators (ETC)
- 1.3 Establish communications SPOC protocol between NVTa and Employers

Deliverables. Updated employer database (Excel) with current contact information including employer address, primary telephone, email, and number of employees/on-site parking for employees. Communications protocol for employer/employee contact changes/SPOC to keep database current.

Task 2.0 Employer/Stakeholder Outreach and Promotions

- 2.1 Create, maintain and expand relationships with new and existing employer and stakeholder partners- "Office Hours" for employers
- 2.2 Assist with worksite and community-based TDM planning and help guide the implementation of commute options programs at employer sites (e.g., carpool, pre-tax transit/parking benefits, Bucks for Bikes, Guaranteed Ride Home, Commute Challenge)- distribute program literature and resources to employers
- 2.3 Schedule 8-10 employer/stakeholder events per month-e.g., one-hour lunch and learn events; pop-up/table events; employer one-on-ones; table or present at community events such as Farmers Markets, Job Fairs, chamber events, public meetings.

Deliverables. Establish regular "office hours" for one-on-one employer/employee communications and program information distribution with employers and workplace transportation coordinators, 2-4 hours per week. Can be on-site,

phone or web-based meetings. V-Commute program platform assistance with registration and platform navigation. V-Commute network and manager set-up, coordination with Ride Amigos as needed. Monthly calendar of events, including needed staff resources for each event (e.g., additional staff assistance with events, bi-lingual, event flyers distribution to employers/stakeholders, press releases, catering, marketing-social media/website).

Task 3.0 TDM Marketing and Expansion Programs

- 3.1 Conduct baseline employee transportation surveys to inform feasibility of expansion for:
 - Vanpool
 - E-Bike/Bike Subsidy
 - First/Last Mile Program
 - Late-Ride Program (TNC coordination for late night/after transit hour rides for service sector workers and college students)
- 3.2 Assist TDM program manager in the development of marketing and promotional strategies to enhance participation in TDM programs*
- 3.3 Collaborate with employers and employees, community groups, local business coalitions and others to increase TDM program awareness
- 3.4 Create Transportation Toolkit for distribution to stakeholders and employers-information on all TDM programs and access.

** Annual program assessment required to adjust participation rate goal based on rate of increase/decrease from baseline.*

Deliverables. Creation and distribution of transportation survey to employers and employees to define strategies for improving current program and development of program expansion. Analyze survey data and use to inform program improvements, increase participation, and potential program expansion. Creation and distribution (online and printed) transportation Toolkit (2-4 pages maximum) in English and Spanish to include all TDM programs available and how to access and participate. Annual program participation evaluation to adjust participation metric based on rate of increase from baseline.

Task 4.0 Ongoing TDM Program Support

- 4.1 TDM program monitoring including calls and email management, platform support as needed
- 4.2 Processing GRH and Bucks for Bikes requests

- 4.3 Commute Challenge points program monitoring, Tango Card distribution
- 4.4 Troubleshooting as needed with Ride Amigos technical support team
- 4.5 Program reporting and evaluation

Deliverables. Manage calls and inquiries for V-Commute and support programs. Process Guaranteed Ride Home and Bucks for Bikes requests. Process points programs redemptions through Tango Card, can include weekly/monthly incentives drawings, periodic challenges to boost program participation and program funding monitoring. Provide program reports to NVTA Board and committees as needed. Manage and process technical support calls or questions and work with Ride Amigos support teams to resolve issues.

III. PROJECT TIMELINE

To be added

CONTRACTOR must obtain NVTA's approval for any additional services or task performance, incl. their associated costs, not listed in the scope of services prior to performance.

EXHIBIT B COST SHEET / FEE SCHEDULE



COST SUMMARY SHEET					
		Next Steps Marketing	Subconsultant	Next Steps Marketing / Subconsultant	
	Total Units (hours)	Total Units (hours)	Total Units (hours)	Other Program Support & Other Direct Costs	TOTAL COSTS
	1243	1040	203		
Average Hourly Rate	\$92.21	\$82.88	\$140.00		
Tasks					
1. Update Napa Valley Employer Database (hours)	84	80	4		\$8,580
1.1 Update/refine employer database and single point of contact information	23	23	0		\$2,365
1.2 Work with large employers to establish Employer Transportation Coordinators, etc.	27	25	2		\$2,655
1.3 Establish communications SPOC protocol between NVRTA and Employers	14	12	2		\$1,540
2. Employer/Stakeholder Outreach and Promotions (hours)	824	430	144		\$61,610
2.1 Create, organize and expand relationships with new and existing employer and stakeholder partners - "Office Hours" for employers	180	110	50		\$16,550
2.2 Assist with website and social media TDM planning and help guide the implementation of commute options programs at employer sites (e.g., carpool, pre-tax transportation benefits, Bucks for Bikes, Guaranteed Ride Home, Commute Challenge)-distribute program literature and resources to employees	180	110	70		\$19,350
2.3 Schedule 8-10 employer/stakeholder events per month-e.g., one-hour lunch and learn events; pop-up/table events; employer one-on-ones; table or present at community events such as Farmers Markets, Job Fairs, chamber events, public meetings	284	260	24		\$15,910
3. TDM Marketing and Expansion Programs (hours)	345	300	45		\$35,250
3.1 Conduct baseline employee transportation survey to inform feasibility of expansion for VanPool , E-bike/Bike Subsidy, First/Last Mile Program, Late-Ride Program	70	60	10		\$8,300
3.2 Assist TDM program manager in the development of marketing and promotional strategies to enhance participation in TDM programs	105	95	10		\$10,125
3.3 Collaborate with employers and employees, community groups, local business coalitions and others to increase TDM program awareness	95	75	20		\$9,175
3.4 Create Transportation Toolkit for distribution to stakeholders and employees-information on all TDM programs and access	75	70	5		\$7,650
4. Ongoing TDM Program Support	210	200	10		\$21,000
4.1 TDM program monitoring including calls and email management, platform support as needed	50	50	0		\$4,750
4.2 Processing ORH and Bucks for Bikes requests	30	30	0		\$2,850
4.3 Commute Challenge points program monitoring, Tango Card distribution	30	30	0		\$2,850
4.4 Troubleshooting as needed with Ride Anytime technical support team	40	40	0		\$3,800
4.5 Program reporting and evaluation	60	50	10		\$6,750
TOTAL HOURS	1243	1040	203		1243
5. Other Program Support (direct costs)					
5.1 Marketing and Incentives				\$0	\$0
5.2 Travel Time @ .895 per mile IRS business travel deduction				\$2,660	\$2,660
TOTAL COST		\$83,200	\$28,420	\$2,660	\$117,230

Travel. Travel carrier/mode, mileage, and/or per diem costs will be authorized for reimbursement at the current standard GSA IRS rate (www.irs.gov).

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 \$117,280.

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 NVTa's approval for any additional services or task performance, incl. their associated costs, not listed in the scope of work prior to performance.

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NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Napa Valley Transportation Authority's (NVTA) California Air Resource Board (CARB) Zero Emission Bus Rollout Plan

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 23-10 adopting the Zero Emission Bus Rollout Plan (Attachment 1) for submission to the California Air Resource Board.

EXECUTIVE SUMMARY

Following the adoption of the Innovative Clean Transit (ICT) Regulation in December 2018, transportation agencies in California have been working closely with the California Air Resources Board (CARB) to achieve long-term air quality and climate protection goals by implementing zero-emission bus technologies. The ICT regulation requires a transit agency submit a Zero-Emission Bus Rollout Plan demonstrating how the agency will transition its fleet to zero-emission buses by 2040. As a small transit agency, NVTA's plan is due by June 30, 2023 to comply with the ICT regulations

FISCAL IMPACT

Yes, this plan was developed at a cost of \$32,420 paid for with Transportation Development Act (TDA) funds. In the future, the implementation of this plan will be part of the budget process through 2040.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Program Manager – Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Napa Valley Transportation Authority's (NVTA) California Air Resource Board (CARB) Zero Emission Bus Rollout Plan

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 23-10 adopting the Zero Emission Bus Rollout Plan (Attachment 1) for submission to the California Air Resource Board.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The CARB Zero Emission Bus Rollout Plan task order was awarded to Stantec, one of NVTA's on-call planners. The scope of work entailed expanding the agency's existing Federal Transit Administration (FTA) Zero Emission Fleet Plan to meet the Innovative Clean Transit (ICT) Regulation, and to provide grant development services for future transit grant application submissions.

The final draft of the CARB Zero-Emission Bus Rollout Plan is included as Attachment 2. The plan will guide NVTA zero emission fleet procurements through 2040. Upon approval, this plan will be submitted to CARB for approval.

ALTERNATIVES

The Board could decide not to approve the Zero Emission Bus Rollout Plan. By doing so, NVTa will be out of compliance with the CARB ICT regulation and ineligible to complete for zero emission bus grant opportunities.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The plan is intended to aid public transit agencies to transition bus fleets to zero emission by 2040.

ATTACHMENT(S)

- (1) Resolution 23-10
- (2) Napa Valley Transportation Authority Zero Emission Bus Rollout Plan

RESOLUTION No. 23-10

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AUTHORIZING THE ADOPTION OF A ZERO EMISSION BUS ROLLOUT PLAN AND
THE SUBMISSION OF THE PLAN TO THE CALIFORNIA AIR RESOURCE BOARD**

WHEREAS, NVTA is committed to supporting a sustainable future by transition to reduced or zero emission revenue transit vehicles; and

WHEREAS, On December 14, 2018, the California Air Resources Board (CARB) passed the Innovative Clean Transit (ICT) regulation which set a goal of fully transitioning all bus fleets in the state to Zero Emission Buses (ZEBs) by 2040; and

WHEREAS, The ICT regulation requires small transit agencies to submit a rollout plan by June 30, 2023 detailing their plans to transition their fleets to ZEBs; and

WHEREAS, On October, 19, 2020, the NVTA Approved contracting with Stantec Consulting Service, Inc. to develop a Zero Emission Bus Rollout Plan; and

WHEREAS, NVTA has worked jointly with Stantec Consulting Services, Inc. to produce a Rollout Plan that outlines a realistic zero emission bus conversion within the timeline required by CARB; and

WHEREAS, The Rollout Plan is intended to be a living document and will be updated annually and submitted to CARB; and

NOW THEREFORE BE IT RESOLVED: That the Napa Valley Transportation Authority does hereby authorize the adoption of the Napa Valley Transportation Authority's Zero Emission Bus Rollout Plan as a guiding document in pursuit of a full transition to zero-emission buses and infrastructure, in accordance with the California Air Resource Board's Innovative Clean Transit regulation, and authorize staff to submit the Rollout Plan to the California Air Resource Board.

Passed and Adopted the 19th day of April 2023.

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel



Zero-Emission Bus Rollout Plan



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Section A: Transit Agency Information

Napa Valley Transportation Authority
625 Burnell St.
Napa, CA 94559-3420

NVTA is part of the Bay Area Air Quality Management District and is within the San Francisco Bay Area Air Basin.

Peak Vehicles: 34
Population: 138,000

Contact Information:

Rebecca Schenck
Transit Manager
Phone: 707-259-8636
rschenck@nvta.ca.gov

NVTA is currently not part of a Joint Zero-Emission Bus Group

Section B: Rollout Plan General Information

1. **Does your transit agency's Rollout Plan have a goal of full transition to zero-emission technologies by 2040 that avoids early retirement of conventional transit buses?**

Yes, the goal is for a full transition with no early retirements.

2. **The ICT regulation requires 100% ZEB purchases in 2029. Conventional transit buses that are purchased in 2028 could be delivered in or after 2029. Please explain how your transit agency plans to avoid potential early retirement of conventional buses in order to meet the 2040 goal.**

NVTA does not anticipate purchasing conventional transit buses after 2027. The remaining conventional buses will be retired by 2037.

3. **When did your transit agency's board or governing body approve the Rollout Plan?**

- a. Approval date: April 19, 2023.
- b. Resolution number: 23-10 (Appendix)

4. **Contact information for follow-up on details of the Rollout Plan**

Primary Contact

Rebecca Schenck
Transit Manager

707-259-8636
rschenck@nvta.ca.gov

Secondary Contact

Antonio Onorato
Director of Administration, Finance, and
Policy

707-259-8779
aonorato@nvta.ca.gov

5. **Who created the rollout plan?** A consultant

- a. **If consultant, please identify the company name:** Stantec Consulting Services Inc.

Section C: Technology Portfolio

What type(s) of zero-emission bus technologies (e.g. battery electric and fuel cell electric buses) does your transit agency plan to deploy through 2040?

NVTA plans to deploy a fleet of battery-electric buses (BEBs) vehicles through 2040.

Section D: Current Bus Fleet Composition and Future Bus Purchases

Table 1 – NVTA Current Fleet

Bus Length*	Make	Fuel Type	First Service Year	Expected Last Service Year	Standard Service Life (Years)	Quantity
40'	Gillig	Diesel	2002	2014	12	4
Cutaway	Ford Econo	Gas	2007	2014	7	2
Cutaway	Ford Starcraft	Gas	2008	2015	7	2
Cutaway	Arboc	Gas	2011	2018	7	3
Cutaway	Ford Aerotech	Gas	2011	2018	7	3
Cutaway	El Dorado Aerolight	Gas	2011	2018	7	4
Cutaway	Arboc	Gas	2012	2019	7	1
Cutaway	Supreme Trolley	Gas	2012	2024	12	1
Cutaway	Ford Aerotech	Gas	2012	2019	7	2
35'	El Dorado	Diesel	2013	2025	12	5
35'	El Dorado	CNG	2013	2025	12	5
40'	El Dorado	Diesel	2013	2025	12	4
35'	El Dorado	Diesel	2013	2025	12	6
Cutaway	Ford/Glaval	Gas	2014	2021	7	2
Cutaway	Ford Glaval	Gas	2014	2021	7	3
40'	El Dorado	Diesel	2016	2028	12	7
35'	El Dorado	Diesel	2016	2026	12	2
Cutaway	Ford Starcraft	Gas	2016	2023	7	3
Cutaway	Glaval	Gas	2020	2027	7	3
30'	BYD	Battery Electric	2022	2034	12	5
40'	Proterra	Battery Electric	2022	2034	12	2

Table 1: Future Vehicle Purchases

Year	Total # of Buses to Purchase	# of ZEB Purchases	% of Annual ZEB Purchases	ZEB Bus Type(s)	ZEB Fuel Type(s)	# of Conv. Bus Purchases	% of Annual Conv. Bus Purchases	Conv. Bus Type(s)	Conv. Fuel Type(s)
2023	5	1	20%	30' BEB	Electric	4	80%	Cutaway	Gasoline
2024	12	8	67%	40' BEBs	Electric	4	33%	40' Bus	Diesel
2025	6	6	100%	30' BEBs 40' BEBs	Electric	0	0%		
2026	8	3	38%	30' BEBs 40' BEBs	Electric	5	63%	Cutaway 40' Bus	Gasoline Diesel
2027	12	5	42%	40' BEBs	Electric	7	58%	Cutaway	Gasoline
2028	3	3	100%	40' BEBs	Electric	0	0%		
2029	8	8	100%	BE Cutaways 40' BEBs	Electric	0	0%		
2030	0	0	0%		Electric	0	0%		
2031	2	2	100%	40' BEBs	Electric	0	0%		
2032	0	0	0%		Electric	0	0%		
2033	0	0	0%		Electric	0	0%		
2034	13	13	100%	BE Cutaways 30' BEBs 40' BEBs	Electric	0	0%		
2035	3	3	100%	40' BEBs	Electric	0	0%		
2036	8	8	100%	30' BEBs 40' BEBs	Electric	0	0%		
2037	6	6	100%	BE Cutaways 40' BEBs	Electric	0	0%		
2038	16	16	100%	BE Cutaways 40' BEBs	Electric	0	0%		
2039	10	10	100%	BE Cutaways 30' BEBs 40' BEBs	Electric	0	0%		
2040	3	3	100%	40' BEBs	Electric	0	0%		

Figure 1: NVTA Fleet Makeup Based on Current Bus Fleet and Future Vehicle Purchases

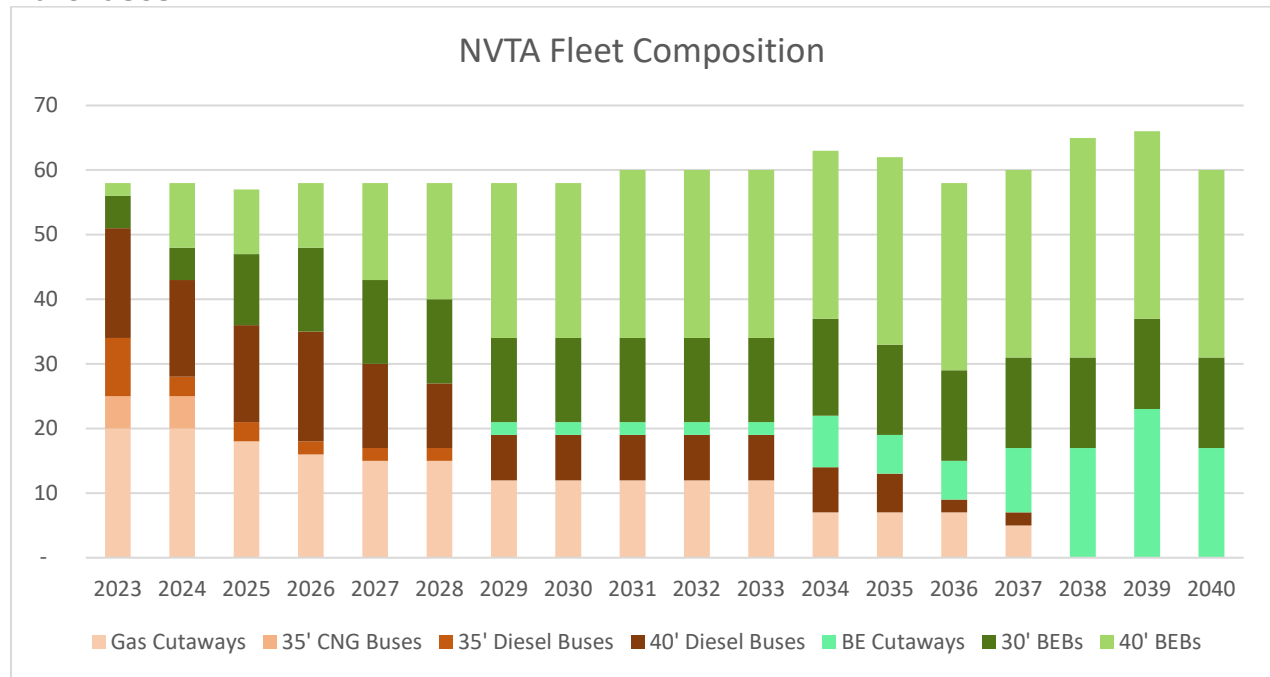


Table 3: Projected Procurements Costs Based on NVTA Vehicle Quotes and Bus Price Trends¹

	BE Cutaways		30' BEB		40' BEB		Total	
	Count	Cost	Count	Cost	Count	Cost	Count	Cost
2026	2	\$522,562	2	\$995,137	1	\$938,207	5	\$2,455,906
2027					5	\$4,735,428	5	\$4,735,428
2028					3	\$2,870,754	3	\$2,870,754
2029					6	\$5,806,005	6	\$5,806,005
2030								\$0
2031	6	\$1,663,823			2	\$1,991,483	8	\$3,655,305
2032								\$0
2033								\$0
2034	4	\$1,167,159	5	\$3,553,542	2	\$2,095,514	11	\$6,816,215
2035	7	\$2,078,144			3	\$3,198,081	10	\$5,276,225
2036	6	\$1,812,600			8	\$8,678,236	14	\$10,490,836
2037			2	\$1,919,244			2	\$1,919,244
2038			3	\$2,071,842	6	\$6,742,635	9	\$8,814,476
2039			4	\$3,542,925			4	\$3,542,925
2040					3	\$3,494,465	3	\$3,494,465
Total							59	\$59,877,786

¹ Bus cost in 2023 based on quotes received by NVTA incorporating a price trend up to 2040 based on CARB and industry data.

Figure 2: Project Procurement Costs

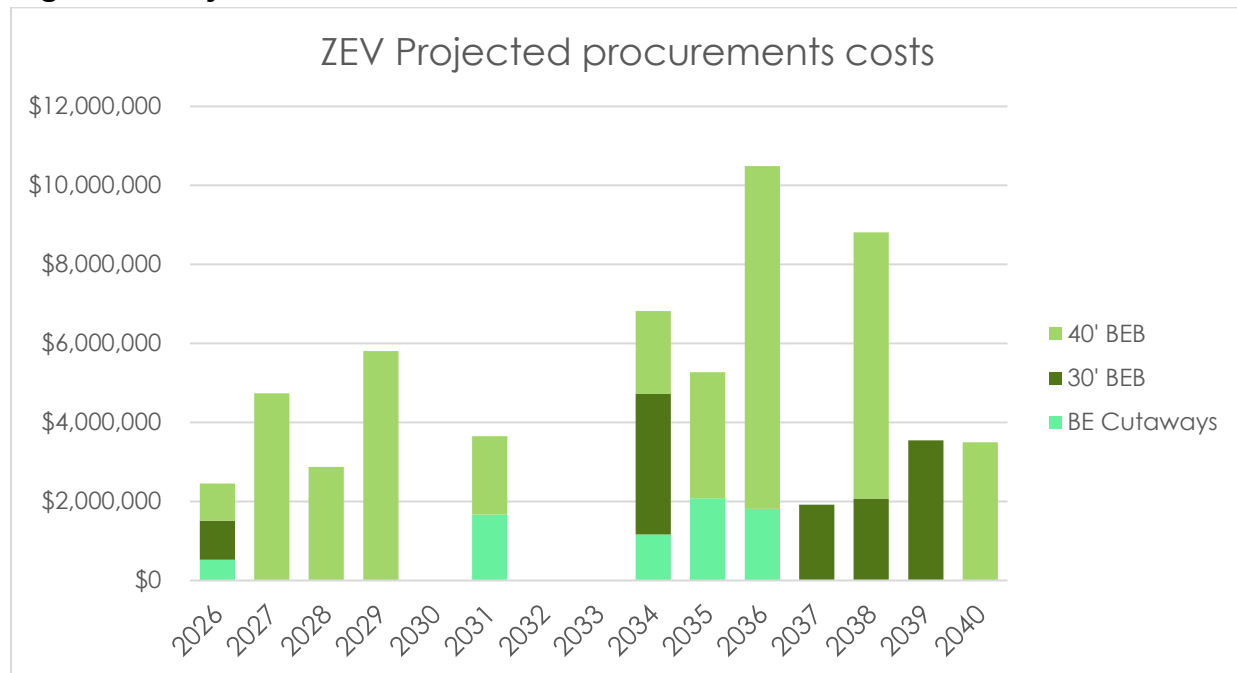


Table 3 and corresponding Figure 2 provide a breakdown of projected vehicle costs based on the vehicle purchase schedule in Table 2. The data comes from vehicle quotes or POs obtained by NVTA, and the bus price trends utilize data from CARB. Considering the charging capacity at NVTA's new Maintenance Facility, the cost of vehicle charging infrastructure was not included in the costs above. Should NVTA need additional charging infrastructure for a later procurements then the cost will need to be added in plan updates.

Is your transit agency considering converting some of the conventional buses in service to zero-emission buses?

NVTA is not considering converting conventional buses to zero-emission buses. NVTA will purchase new zero-emission vehicles for replacement of buses per the timeline above.

Section E: Facilities and Infrastructure Modifications

NVTA is building a new maintenance and administration facility (located at 96 and 101 Sheehy Ct. in Napa) that is anticipated to begin service in 2024. Among other amenities, the facility will include bus charging stations for the agency's planned all-electric fixed-route bus fleet and a secured parking lot large enough to accommodate 74 vehicles.

Figure 2: Rendering of new Vine Bus Maintenance Facility



Figure 4: Vine Bus Maintenance Facility as built, February 2023



Below is a table of planned facilities and infrastructure modifications.

Table 4: Facilities Information and Construction Timeline

Division/ Facility Name	Address	Main Function(s)	Type(s) of Infrastructure	Service Capacity	Needs Upgrade? (Yes/No)	Estimated Construction Timeline
Existing Maintenance Yard	720 Jackson St Napa, CA 94558	Maintenance	One plug-in charger	Transferring capacity to new maintenance yard	No	n/a
New Maintenance Yard	96 and 101 Sheehy Ct Napa, CA 94559	Maintenance	Plug-in charging infrastructure for 74 electric vehicles and maintenance bays to service electric vehicles	74 vehicles	Yes, currently under construction	August 2023
Town of Yountville Corporation Yard	7501 Solano Ave Yountville, CA 94559	DAR Maintenance	Two electric vehicle 250 kW chargers installed. Current electrical capacity allows one charger to be used at a time.	2 vehicles	Yes	Long-term plans to work with the Town to upgrade the electrical infrastructure
City of St. Helena Corporation Yard	1405 Charter Oak Ave St Helena, CA 94574	DAR Maintenance	Two electric vehicle 250 kW chargers installed. Current electrical capacity allows one charger to be used at a time.	2 vehicles	Yes	Long-term plans to work with the City to upgrade the electrical infrastructure
City of American Canyon Corporation Yard	205 Wetlands Edge Rd American Canyon, CA 94503	DAR Maintenance	Plans to have electrical capacity available for one 250 kW charger	1 vehicle	Yes	Working with the City to complete upgrades



Section F: Providing Service in Disadvantaged Communities

Does your transit agency serve one or more disadvantaged communities, as listed in the latest version of CalEnviroScreen?

Yes, NVRTA reaches thirteen (13) disadvantaged census tracts within its service area according to CalEnviroScreen 4.0. Table 5 lists these census tracts, the communities in which the tracts are located, and the routes that operate within the tracts.

Figure 3: NVRTA service, CalEnviroScreen Disadvantaged Communities (2021)

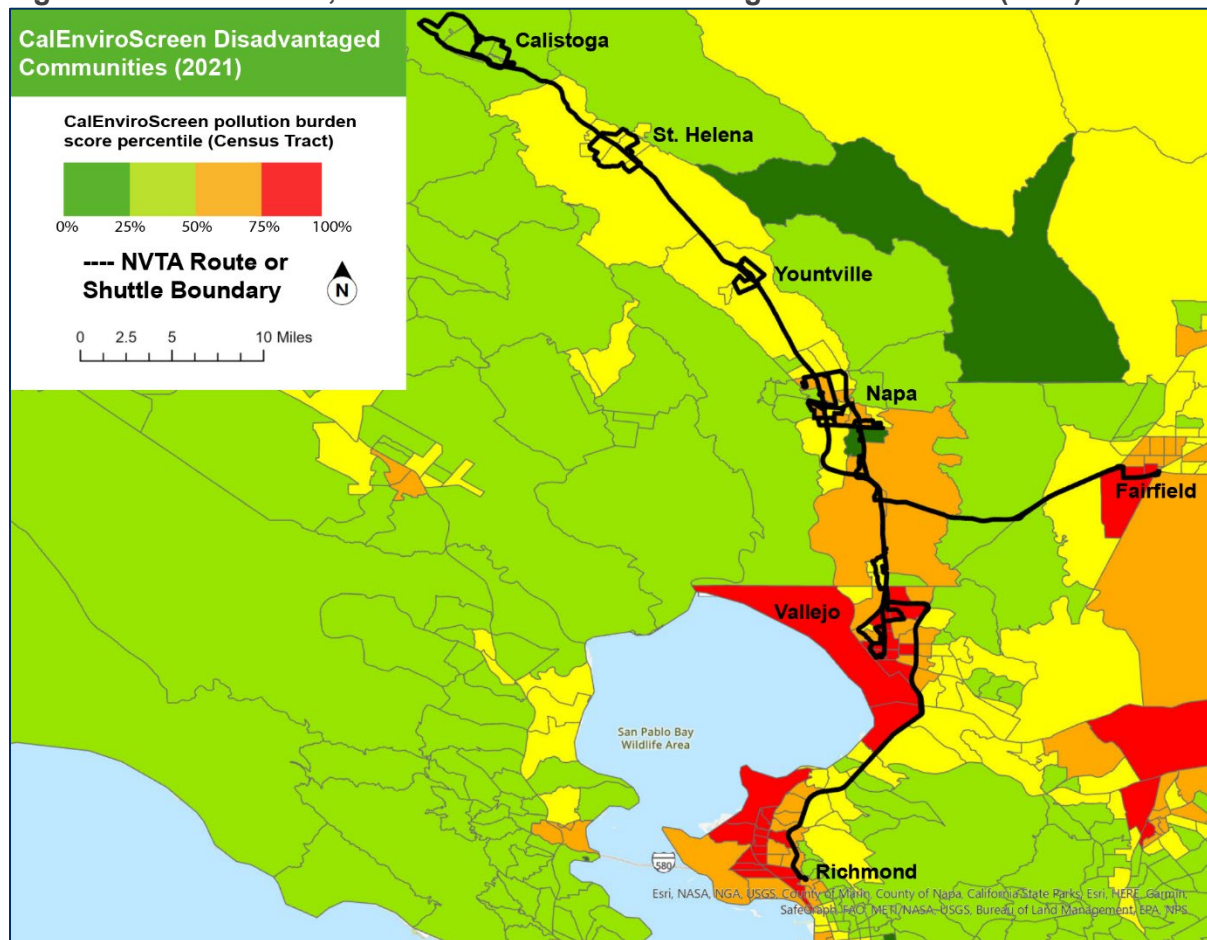


Table 5: Service in Disadvantaged Communities

Census Tract ID	Community/Area	Route(s)
6013382000	Richmond	29
6013381000	Richmond	29
6095250801	Vallejo	29
6095250701	Vallejo	29
6095250900	Vallejo	11, 11X

Census Tract ID	Community/Area	Route(s)
6095251600	Vallejo	11, 11X
6095251500	Vallejo	11, 11X
6095251802	Vallejo	11, 11X
6095251901	Vallejo	11, 29
6095251902	Vallejo	29
6095251200	Vallejo	29
6095252402	Fairfield	21
6095252502	Fairfield	21

If yes, please describe how your transit agency is planning to deploy zero-emission buses in disadvantaged communities (13 CCR § 2023.1(d)(1)(F)). (required)

Starting with 2025 purchases, BEBs will be deployed in expanded NVRTA service areas and new routes (including in the American Canyon service area). Deploying ZEBs will help reduce noise pollution and positively impact air quality in disadvantaged communities.

Section G: Workforce Training

Describe your transit agency's plan and schedule for the training of bus operators and maintenance and repair staff on zero-emission bus technologies.

Through the Federal Transit Administration's Low or No Emission Vehicle Program (Low-No) funding, NVRTA has been awarded \$317,095 for the development and retention of its workforce. The first part of workforce development would include training sessions for mechanics upon delivery of BEBs from the OEMs (Proterra and BYD). As more vehicles are added to the fleet, additional staff will have access to training resources associated with BEB operations. By increasing the total number of electric vehicles in the NVRTA fleet, the trained worked force will be able to apply their new knowledge. As part of the Low-No funding from the FTA, NVRTA is planning on implementing the following training plans:

- a. Apprenticeship programs
- b. Train-the-trainer approach
- c. Retraining/refreshers training courses
- d. ZEB Training from other transit agencies
- e. National Transit Institute Training
- f. Training through professional organizations like the California Transit Association (CTA), American Public Transportation Association (APTA), and others.

Section H: Potential Funding Sources

Please identify all potential funding sources your transit agency expects to use to acquire zero-emission technologies (both vehicles and infrastructure).

Below are the potential funding sources NVTa will explore to support the acquisition of zero-emission technologies:

Federal Funding sources NVTa is considering include:

- United States Department of Transportation (USDOT)
 - Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants
- Federal Transportation Administration (FTA)
 - Bus and Bus Facilities Discretionary Grant
 - Low-or No-Emission Vehicle Grant
 - Metropolitan & Statewide Planning and Non-Metropolitan Transportation Planning
 - Urbanized Area Formula Grants
 - State of Good Repair Grants
 - Flexible Funding Program – Surface Transportation Block Grant Program
- Federal Highway Administration (FHWA)
 - Congestion Mitigation and Air Quality Improvement Program
- Environmental Protection Agency (EPA)
 - Environmental Justice Collaborative Program-Solving Cooperative Agreement Program

State Funding sources NVTa is considering include:

- Low Carbon Transit Operations Program (LCTOP)
- Transit and Intercity Rail Capital Program (TIRCP)
- California's Hybrid and Zero-Emissions Truck and Bus Voucher Incentive Project (HVIP)
- Affordable Housing and Sustainable Communities Program (AHSC)

Regional/Local Funding sources NVTa is considering include:

- Regional Measure 3 (RM3) Bridge Tolls from the Metropolitan Transportation Commission
- One Bay Area Grant (OBAG) funds from the Metropolitan Transportation Commission

Section I: Start-up and Scale-up Challenges

Considerable funding will be required to complete the ZEB transition as ZEBs are more expensive to purchase than conventional vehicles. This presents a significant challenge to the agency, and increased capital and operating budgets will therefore necessitate financial support from federal, state, and local governments.

NVTA has relied on federal and state funding opportunities in the past to support their vehicle procurement, and the agency has submitted a TIRCP grant application for eight (8) new ZEBs. However, as transit agencies across California and the entire United States set targets and goals for ZEB transitions, the pool of potential funds decreases as the competition increases. NVTA can only achieve its ZEB transition by securing funding to replace vehicles and add new ones as needed.

To ensure the successful uptake of ZEBs, NVTA will need to provide high-quality staff training. Maintenance and operations training courses relating to both the ZEBs and accompanying infrastructure will be required. The fuel efficiency of ZEBs is strongly linked to driver behavior, which requires a shift from current driving practices so that the benefits of regenerative braking are realized. The operating range of BEBs can be reduced by as much as 10-20% if vehicles are driven ineffectively. In addition to training, it will be critical to solicit feedback on the ZEBs from the entire labor force through outreach and education activities to engender buy-in and have a successful technology adoption.

While the ZEB Rollout Plan will serve as a useful guide for the ZEB transition, there are many unknowns that will impact implementation. Modern ZEBs have not been on the road in great numbers for a full life cycle (12+ years) to fully understand and predict performance, reliability, and durability, though technology is maturing over time. NVTA will continuously reevaluate ZEBs and fueling infrastructure purchases based on product availability and performance data. Access to information demonstrating how ZEBs perform under a range of conditions, including high heat conditions and near end-of-life operation, will help guide future purchasing decisions. NVTA will track and evaluate the performance of their own vehicles, but it would be useful to share data between agencies so that decisions can be informed by as much data as possible.

It is critical that CARB supports funding initiatives to reduce the financial burden to the agencies as fleets transition to zero-emission. Funding will be required to support capital expenditure for vehicles, fueling/charging infrastructure, maintenance facility upgrades, and workforce training. Funding should also be made available to study the performance of ZEBs under a range of conditions, and the results should be made widely accessible. CARB is well-positioned to facilitate information-sharing between agencies about ZEB performance through educational outreach.

Furthermore, it will be important to track the performance and market availability of Altoona-tested cutaway vehicles that are part of NVTA's current fleet and anticipated to be part of its future fleet, since at this time, there are no vehicles that satisfy funding requirement and operational needs due to range limitations. The successful acquisition, deployment of non-heavy duty transit ZEBs continues to be a challenge for transit agencies and specifically for NVTA's demand-response service portfolio.

Appendix

RESOLUTION No. 23-10

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) AUTHORIZING THE ADOPTION OF A ZERO EMISSION BUS ROLLOUT PLAN AND THE SUBMISSION OF THE PLAN TO THE CALIFORNIA AIR RESOURCE BOARD

WHEREAS, NVTA is committed to supporting a sustainable future by transition to reduced or zero emission revenue transit vehicles; and

WHEREAS, On December 14, 2018, the California Air Resources Board (CARB) passed the Innovative Clean Transit (ICT) regulation which set a goal of fully transitioning all bus fleets in the state to Zero Emission Buses (ZEBs) by 2040; and

WHEREAS, The ICT regulation requires small transit agencies to submit a rollout plan by June 30, 2023 detailing their plans to transition their fleets to ZEBs; and

WHEREAS, On October, 19, 2020, the NVTA Approved contracting with Stantec Consulting Service, Inc. to develop a Zero Emission Bus Rollout Plan; and

WHEREAS, NVTA has worked jointly with Stantec Consulting Services, Inc. to produce a Rollout Plan that outlines a realistic zero emission bus conversion within the timeline required by CARB; and

WHEREAS, The Rollout Plan is intended to be a living document and will be updated annually and submitted to CARB; and

NOW THEREFORE BE IT RESOLVED: That the Napa Valley Transportation Authority does hereby authorize the adoption of the Napa Valley Transportation Authority's Zero Emission Bus Rollout Plan as a guiding document in pursuit of a full transition to zero-emission buses and infrastructure, in accordance with the California Air Resource Board's Innovative Clean Transit regulation, and authorize staff to submit the Rollout Plan to the California Air Resource Board.

Passed and Adopted the 19th day of April 2023.

Liz Alessio, NVTA Chair

Ayes:

DRAFT

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Vine Transit Update

STAFF RECOMMENDATION

That the NVTA Board receive the third quarter FY 2022-23 Vine Transit update.

EXECUTIVE SUMMARY

This report summarizes the Vine's operational performance during the third quarter for Fiscal Year (FY) 2022-23, covering the period January 1 to March 31, 2023. The board memo compares the third quarter of FY 2022-23 to the third quarter of FY 2018-19 to provide context on how ridership compares to pre-COVID ridership levels, and compares the prior quarter of the current fiscal year to provide insight to more recent ridership trends.

FISCAL IMPACT

Is there a Fiscal Impact? No



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Program Manager – Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Vine Transit Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the third quarter FY 2022-23 Vine Transit update.

COMMITTEE RECOMMENDATION

None

BACKGROUND

June 18 Service Changes

The next service changes are scheduled for June 18th to correspond with the end of the school year. The changes under review and consideration are:

- Route 10 – Shortened run times on the weekend to decrease dwelling at timepoint stops and overall run time
- Route 11 - Shortened run times on the weekend to decrease dwelling at timepoint stops and overall run time
- Route 11X – Time changes to better align with the June 26th Ferry schedule change
- Route 21 – Decreasing run times on the eastbound morning trips
- Route S – Moving the route path off of Soscol Ave and placing a new stop on Peatman Drive to accommodate future housing in that area and to utilize the South Napa Shelter bus stop again
- Route E – Will operate 10 trips a day on weekday up from the current four trips at school bell times

- Eliminating the American Canyon & St. Helena school trippers during summer break

As part of an effort to continue to provide quality transit service and to draw riders back, NVRTA staff has been working to improve Vine equipment include bus replacements, electric fleet transition and the addition and/or replacement of technology and equipment: These include:

Bus Electrification: The fifth BYD electric bus arrived in Napa on Monday, January 9, 2023. The new bus (304) was retrofitted with a custom driver barrier that allows space for a farebox - design conflicts with the farebox and driver barrier resulted in a significant delay in receiving the vehicle. A second BYD Bus (300) has been sent to BYD's manufacturing plant in San Carlos to retrofit the driver barrier. Once completed, the remaining three BYD buses will receive the same treatment.

The permanent charging station in the existing Jackson Street maintenance yard is now commissioned and functional. Additionally, the Yountville and St. Helena chargers are actively working and charging the BYD shuttle buses. NVRTA staff is working with American Canyon staff to identify location to install two chargers in the City of American Canyon.

Consistency of Routers and Computer Aided Dispatch/Automatic Vehicle Locator Hardware: All Vine Transit fixed route buses are equipped with digital routers. Issues associated with the routers were uncovered when the new Computer-Aided Dispatch/Automatic Vehicle Locator (CAD/AVL) system was installed by GMV Syncromatics. There were issues with the geographic positioning system (GPS) bus tracking on the interactive map on the Vine Transit website and onboard Wi-Fi for passengers. Staff is currently working through all of the suggestions made by the Digi representative to ensure all the routers on the buses properly function which has included software upgrades, changes in hardware wiring and the purchase of a secondary set of sim cards from AT&T to provide back-up when the Verizon network is unavailable.

Vine Transit Performance

Tables 1-4 compare ridership across different services in the third quarter of Fiscal Year 2022-23 (January 2023 to March 2023) with the same period in Fiscal Year 2018--19 (January 2019 to March 2019) to gain an understanding of where current Vine ridership stands in relationship to ridership numbers prior to the effects of the COVID-19 Pandemic. The third quarter FY 2019 was the last time that ridership during January - March was not adversely impacted by COVID-19.

Table 1 shows that the eight fixed routes in the City of Napa in the third quarter of FY 2019 carried 91,752 riders compared to the 23,681 riders on the four fixed routes

available in FY 2023, a decrease of -74.19%. The on-demand service operating in the City of Napa served 3,971 riders during the third quarter of FY 2023 so the overall decrease in ridership in the City of Napa was -65.49%. The on-demand service is not able to accommodate as many riders as the four pre-pandemic fixed routes.

Table 1: City of Napa - Comparing Q3 of FY19 & FY23

	FY 18/19	FY 22/23	% Difference	Numerical Difference
Napa Local On-Demand	0	3,971	N/A	3,971
Fixed Route	91,752	23,681	-74.19%	-68,071
Total	91,752	31,665	-65.49%	-60,087

Overall, Table 2 shows that the regional routes have recovered faster than the local City of Napa routes. There was a -65.49% drop in ridership on the regional routes from FY 19 to FY 23. The Route 21 is performing the best at -33.19% below pre pandemic ridership levels. The fact that the revenue hours and the type of service remain relatively unchanged on the regional routes over the three-year period has helped these routes recover more quickly.

Table 2: Routes 10, 11, 11X, 21 and 29 Ridership – Comparing Q3 of FY19 & FY23

	FY 18/19	FY 22/23	% Difference	Numerical Difference
Route 10	56,940	30,495	-46.44%	-26,445
Route 11	61,089	27,375	-55.19%	-33,714
Route 11X	0	1,198	N/A	1,198
Route 21	4,749	3,173	-33.19%	-1,576
Route 29	16,154	7,672	-52.51%	-8,482
Total	138,932	69,913	-49.68%	-69,019

Table 3 on the next page indicates that ridership recovery on the community shuttle varies greatly by community. With the City of American Canyon 16.44% below pre pandemic ridership

Table 3: Community Shuttles– Comparing Q3 of FY19 & FY23

	FY 18/19	FY 22/23	% Difference	Numerical Difference
Calistoga Shuttle	4,425	3,080	-30.40%	-1,345
St. Helena Shuttle	4,804	1,740	-63.78%	-3,064
Yountville Trolley	3,750	980	-73.87%	-2,770
American Canyon Transit	5,778	4,828	-16.44%	-950

Total	18,757	10,628	-43.34%	-8,129
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VineGo Ridership, as shown in Table 4, also remains low at approximately half (-46.58%) of pre-pandemic levels. It makes sense that VineGo ridership has been slow to return given those eligible for VineGo tend to be the most vulnerable to COVID-19.

Table 4: VineGo Ridership – Comparing Q3 of FY19 & FY23

	FY 18/19	FY 22/23	% Difference	Numerical Difference
VineGo	6,196	3,310	-46.58%	-2,886

While Vine ridership has not rebounded to pre-pandemic levels, there is still a reason to be optimistic as the system is showing year over year system ridership gains since the 3rd quarter of FY 2019-20. Ridership gains, however, have not been consistent among all routes.

Tables 5- 7, compare the second quarter of FY 2022-23 (October 2022 – December 2022) to the third quarter of FY 2022-23 to provide additional recent context on ridership. All routes experienced a decline in ridership, as rain and cold temperatures kept many would be riders inside or choosing alternative modes. Napa County reported a total of 32 inches of rain at the City of Napa Corp Yard over 34 days from January to March of 2023, with even more rain further Up Valley.

Table 5: City of Napa Ridership – Comparing Q2 of FY23 & Q3 of FY23

	Q2 FY 23	Q3 FY 23	% Difference	Numerical Difference
Napa Local On-Demand	4,275	3,971	-7.11%	-304
Route N	16,206	13,972	-13.79%	-2,234
Route S	3,797	3,549	-6.53%	-248
Route W	6,646	5,540	-16.64%	-1,106
Route E	741	620	-16.33%	-121
Total	31,665	27,652	-12.67%	-4,013

Ridership decreased slightly overall compared to the prior quarter on almost all regional and express routes by 9.89% as seen in Table 6. As previously mentioned, these trends aren't surprising given the winter seasonal variation ridership experiences throughout the year.

Table 6: Routes 10, 11, 11x, 21 & 29 Ridership – Comparing Q2 of FY23 & Q3 of FY23

	Q2 FY 23	Q3 FY 23	% Difference	Numerical Difference
Route 10	33,446	30,495	-8.82%	-2,951
Route 11	30,504	27,375	-10.26%	-3,129
Route 11X	1,009	1,198	18.73%	189
Route 21	3,906	3,173	-18.77%	-733
Route 29	8,717	7,672	-11.99%	-1,045
Total	77,582	69,913	-9.89%	-7,669

For the community shuttles, ridership decreased overall compared to the second quarter of the current fiscal year as seen in Table 7. Only the Yountville Bee experienced a ridership increase because the Yountville Veterans Home allowed the Bee to offer service on the Veteran's Home Property throughout the quarter.

Table 7: Community Shuttles– Comparing Q2 of FY23 & Q3 of FY23

	Q2 FY 23	Q3 FY 23	% Difference	Numerical Difference
Calistoga Shuttle	3,679	3,080	-16.28%	-599
St. Helena Shuttle	1,862	1,740	-6.55%	-122
Yountville Bee	925	980	5.95%	55
American Canyon Transit	5,100	4,828	-5.33%	-272
Total	11,566	10,628	-8.11%	-938

VineGo ridership remained consistent with an increase of 0.21% when compared to the previous quarter of the current fiscal year as seen in Table 8. NVTA has been experiencing an uptick in VineGo applications and renewals since April 2022 when several senior programs and activities around the valley resumed.

Table 8: VineGo Ridership – Comparing Q2 of FY23 & Q3 of FY23

	Q2 FY 23	Q3 FY 23	% Difference	Numerical Difference
VineGo	3,303	3,310	0.21%	7

Finally, Table 9 shows the on-time performance for Vine fixed route services. NVTA's acceptable threshold for on-time performance is 90% (using the following thresholds: 1 minute early and 5 minutes late). Given the shortage of drivers and associated system

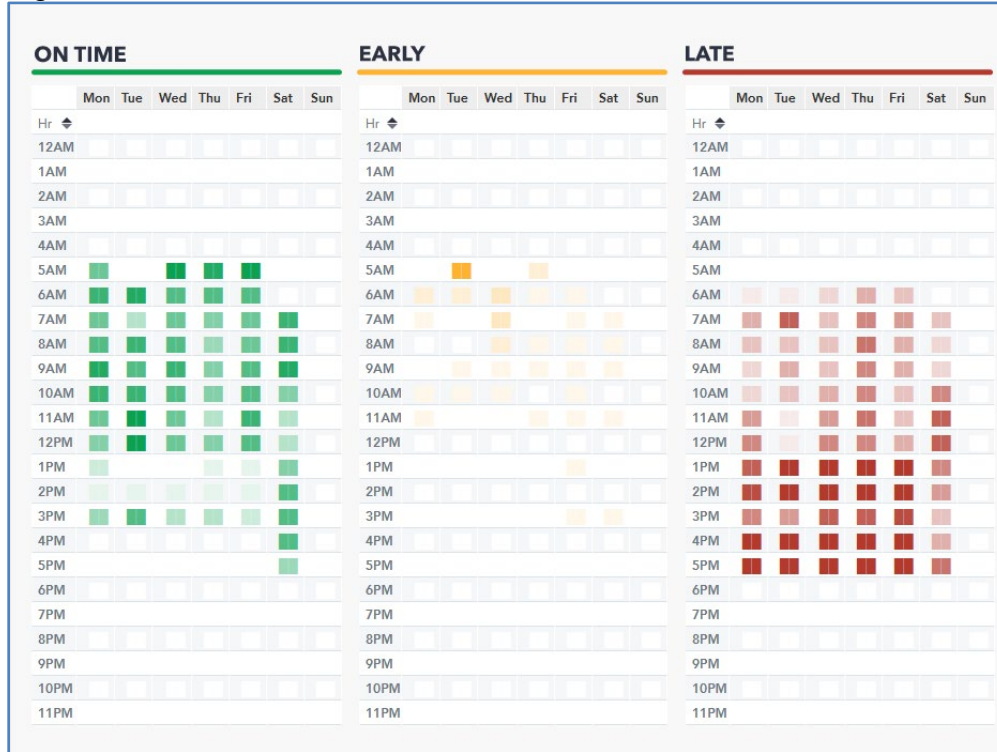
challenges, most routes are showing low on-time performance and with the June schedule change, NVTa will work on minimizing the percentage of early departures by tightening up the schedule. NVTa was able to address data errors on the Route W Loop 2 and Route E from the prior quarter and report their on-time performance for the third quarter.

Table 9: On-Time Performance for Q3 of FY23

	On-Time	Early	Late
Route N	63.3%	15.4%	21.3%
Route S	33.9%	3.7%	62.4%
Route W (Loop 1)	65.4%	26.0%	8.6%
Route W (Loop 2)	61.5%	16.6%	21.9%
Route E	76.9%	23.1%	0.0%
Route 10	56.0%	16.0%	28.0%
Route 11	61.7%	9.7%	28.6%
Route 11X	55.8%	19.2%	25.0%
Route 21	52.3%	31.8%	15.9%
Route 29	48.5%	27.4%	24.1%

The figure below delves further into Route S, one of the low-performing routes and reveals that the time of day and the day of the week are big contributors to on-time performance for the Route S. For example, the Route S has better on-time performance between 5:00 am and 12:00 pm, but it starts running later after 1:00 pm as it is impacted by the traffic on Soscol and Imola Ave. Then on Saturday, on-time performance is strong all day.

Figure 1: Route S On-Time Performance



ATTACHMENT(S)

None



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Federal and State Legislative Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update 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

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

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board 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 Biden Administration budget includes \$27.8 billion in discretionary spending for the Department of Transportation, \$16.5 billion for the Federal Aviation Administration, and \$1.3 billion for the National Highway Traffic Safety Administration focused on reducing the number of traffic deaths.

Biden Administration announced a [Notice of Funding Opportunity](#) for a new multi-billion-dollar program to fund electric vehicle charging and alternative-fueling infrastructure in communities across the country and along designated highways, interstates, and major roadways. The program provides \$2.5 billion over five years and is available to cities, counties, local governments and tribes. The program will provide \$700 million from FY22 and FY23. Applications are due by May 30, 2023.

FHWA [announced](#) the immediate availability of \$4.6 million in “quick release” Emergency Relief funds for use as a down payment by the California Department of Transportation to offset costs of repair work needed as a result of storm damage resulting from heavy rain, wind, flood and mudslide damage across the state last month. FHWA’s Emergency Relief program provides funding to States, territories, Tribes, and Federal Land

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Management Agencies for highways and bridges damaged by natural disasters or catastrophic events.

The FHWA [published](#) a final rule that establishes regulations setting minimum standards and requirements for projects funded under the National Electric Vehicle Infrastructure Formula Program and projects for the construction of publicly accessible electric vehicle chargers under certain statutory authorities, including any EV charging infrastructure project funded with federal funds that is treated as a project on a federal-aid highway.

State Update

The deadline to amend spot bill language has passed. The legislature will reconvene on April 10th and hearings will commence to meet the first legislative deadline on April 28th when fiscal bills must move out of policy committees. May 5th is the deadline for policy committees to meet on legislation not fiscal in nature.

Assembly Budget Subcommittee #3 held a hearing on March 15th to review the Governor's proposed spending plan for transportation. During that hearing, Michael Pimentel, the Executive Director of the California Transit Association (CTA) testified on behalf of the state's public transit providers on the looming transit fiscal cliff and the need for supplementary State funding. Several lawmakers articulated concerns about the funding request and suggested that they wouldn't support a blanket ask without some performance standards. Other legislators, led by Scott Weiner (San Francisco) and notably supported by Senator Dodd, sent a letter urging Budget Committee chairs Senator Nancy Skinner and Assemblyman Phil Ting to support new funding for transit as a means to support the State's climate and equity goals.

In December, Governor Newsome called a special session to address price gouging by the petroleum industry. Senator Nancy Skinner subsequently introduced SBX 2 which would impose a penalty on petroleum companies when profit margins were found to be excessive. Both legislative bodies approved the legislation, and the Governor signed it into law on March 28th. The law mandates data reporting, creates penalties on gasoline sold by refiners that exceed the max margin, creates a new division within the California Energy Commission to review and assess reports and to report findings to the Legislature.

The Bill Matrix includes the following legislation for consideration by the Board:

AB 557 (Hart) extends the existing authorization for local legislative bodies with a majority vote to hold remote meetings if a proclaimed state of emergency exists with reauthorization every 45 days instead of 30 days. Recommended Board Position – Support.

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AB 817 (Pacheco) authorizes a “subsidiary body” to meet remotely under specific conditions. NVTa committees would meet the definition of subsidiary body. Members would need to participate through both audio and visual technology. Recommended Board Position – Support

AB 1379 (Papan) would amend the Brown Act to allow a legislative body to meet in any combination of in person or remote meeting formats and a quorum could be established by members participating remotely, at a designated location, or combination therein. It would require that only one physical location be posted for attendance. The legislation would require that a legislative body meet in person at least twice per year. Recommended Board Position - Recommended Board Position - Watch

SB 411 (Portantino) would allow a legislative body to use alternate teleconferencing provisions. The bill is expected to only apply to LA County. Recommended Board Position – Watch

SB 537 (Becker) would authorize specified legislative bodies to hold meetings remotely. The bill specifically applies to “multijurisdictional” bodies that includes representatives from more than one county, city, city and county, special district, or a joint powers entity. NVTa, legal counsel has reviewed the legislation and believes that NVTa would meet the definition of “multijurisdictional”. Recommended Board Position – Recommended Board Position - Watch

ATTACHMENTS

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

ATTACHMENT 1
NVTA Board Item 12.6
April 19, 2023

MEMO

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

FROM: Jessica Aune, Platinum Advisors
Brody Garland K&L Gates

DATE: April 3, 2023

RE: March Monthly Report

State of Play and Congressional Update

In early March President Joe Biden released his budget, which included \$27.8 billion in discretionary spending for the Department of Transportation, \$16.5 billion for the Federal Aviation Administration, and \$1.3 billion for the National Highway Traffic Safety Administration focused on reducing the number of traffic deaths. Since the release of President Joe Biden's budget, Congressional GOP leadership in the House have grappled with establishing a timeline for the release of their own budget framework. The White House has maintained the position that Congress must raise the debt limit and the Administration will not negotiate on potential spending cuts until the House GOP produces a FY 2024 budget. Speaker of the House Kevin McCarthy (R-CA) has signaled his belief that a finalized budget shouldn't be a prerequisite for negotiations on the debt limit. The Speaker's remarks have prompted speculation as to whether ongoing negotiations within top GOP leadership will be successful in agreeing upon and passing a budget before the Treasury Department's "x-date" - when current extraordinary funding measures expire – which is estimated to be reached in mid-August.

At the end of March the House passed H.R. 1, an energy package that includes energy permitting reform, increasing domestic oil and gas production, and would repeal some of the Biden Administration's climate policies. This legislation is not expected to move forward in the Senate, but there is bipartisan support for permitting reform and numerous other pieces of legislation addressing this issue.

Following the derailment of a Norfolk Southern freight train carrying hazardous materials in East Palestine, Ohio, significant and widespread deficiencies in national rail-safety standards have come under heightened scrutiny by federal lawmakers and regulators. In response to a subsequent series of derailments, a bipartisan group of Senators led by

Ohio Senators Sherrod Brown (D) and JD Vance (R) are pushing for legislation to enhance safety requirements for rail carriers operating train transporting hazardous materials and increase fines for carriers that fail to meet these standards. Despite receiving approval from the White House and top Senate Democrats, some key GOP lawmakers in both chambers have hesitated to support additional regulations for rail companies, including Rep. Sam Graves (R-MO), the chairman of the House Transportation and Infrastructure Committee.

Both the Senate and House Transportation held the first of a series of hearings on the Federal Aviation Administration (FAA) reauthorization this month. The recent decision by Phil Washington to withdraw his nomination as FAA Administrator could complicate lawmakers' future discussions to address airline safety concerns. During a recent Senate Commerce, Science, and Transportation hearing entitled "Enhancing Consumer Protections and Connectivity in Air Transportation," Chairwoman Maria Cantwell (D-WA) mentioned the reduction of airline services in rural and small markets. Creating new incentives for airlines and airports alike to bolster accessibility is one possible legislative solution, but any new funding programs could be stalled by ongoing Congressional FY 2024 budget negotiations. Additionally, in a report made available upon request by House Appropriations Committee Chair Rosa DeLauro (D-CT), the FAA stated that any cuts in their spending levels could result in difficulties to retain air traffic controllers, potentially snarling air travel.

Negotiations between members on this year's farm bill have increasingly taken shape over the last month. During a House Agriculture Committee hearing with Agriculture Secretary Tom Vilsack, Republican lawmakers raised questions regarding spending levels for nutrition assistance programs, which account for nearly 80% of the total farm bill costs. The U.S. Department of Agriculture's (USDA) current plans for the Supplemental Nutrition Assistance Program (SNAP) includes increasing current benefit levels. One current proposal offered by Republican lawmakers to curb spending levels for SNAP benefits is to tighten work requirements for recipients.

On the Senate side, lawmakers unanimously agreed to proceed with a full floor vote on the Fire Grants and Safety Act, which would reauthorize two federal grant programs that enhance the activities of fire departments. One amendment to the legislation offered by the bill's lead sponsor, Sen. Gary Peters (D-MI), would direct the U.S. Government Accountability Office to conduct an audit of the U.S. Fire Administration within three years of the bill's enactment for improved Congressional oversight.

The Senate passed a Republican-led resolution to overturn an updated Waters of the United States (WOTUS) rule issued by the Environmental Protection Agency (EPA)

expanding the definition of federally-protected bodies of water to include wetlands and smaller bodies of water. Four Democrats and Sen. Kyrsten Sinema (I-AZ) joined their Republican colleagues to vote in favor of the legislation. President Biden has already expressed his intention to veto the measure once it reaches his desk.

Nearly twenty years after the U.S. invasion of Iraq, the Senate voted 66-30 to repeal the 1991 and 2002 Authorizations of Military Force (AUMFs) against Iraq. The AUMFs allowed several administrations to conduct airstrikes without receiving Congressional approval. Final repeal will require approval from the GOP-led House. Speaker McCarthy has signaled support for the legislation and said it would likely be brought to the floor, but there is a possibility that lawmakers who are skeptical about the effort could slow down the measure's passage by attaching a series of amendments.

Pending Legislation of Interest

[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.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.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

[H.R.873](#) — **To authorize the Administrator of the Environmental Protection Agency to award grants and contracts for projects that use emerging technologies to address threats to water quality, and for other purposes.**

Sponsor: Rep. Donalds, Byron [R-FL-19]

Introduced: 2/08/2023

[S.352](#) — **Highway Formula Modernization Act of 2023**

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

Introduced: 2/09/2023

[H.R.1665](#) — **To direct the Secretary of Transportation to establish a program to provide grants to local governments to install publicly accessible safety charging stations for electric bicycles and scooters, and for other purposes.**

Sponsor: Velazquez, Nydia M. [Rep.-D-NY-7]

Introduced: 03/17/2023

[S.876](#) — **A bill to establish a 90-day limit to file a petition for judicial review of a permit, license, or approval for a highway or public transportation project, and for other purposes.**

Sponsor: Cruz, Ted [Sen.-R-TX]

Introduced: 03/21/2023

[H.R.1668](#) — **To amend title 23, United States Code, with respect to the highway safety improvement program, and for other purposes.**

Sponsor: Blumenauer, Earl [Rep.-D-OR-3]

Introduced: 03/21/2023

Executive Branch

White House Executive Office of the President

The Administration [released](#) the National Cybersecurity Strategy to secure the full benefits of a safe and secure digital ecosystem for all Americans. The Strategy seeks to build and enhance collaboration around five pillars: Defending Critical Infrastructure; Disrupting and Dismantling Threat Actors; Shaping Market Forces to Drive Security and Resilience; Investing in a Resilient Future; and Forging International Partnerships to

Pursue Shared Goals. The U.S. seeks a world where responsible state behavior in cyberspace is expected and reinforced and where irresponsible behavior is isolating and costly, including by: leveraging international coalitions and partnerships; increasing the capacity of our partners to defend themselves; and working with our allies and partners to make secure, reliable, and trustworthy global supply chains for information and communications technology.

Department of Transportation (DOT)

Secretary Pete Buttigieg [announced](#) the first round of grants totaling over \$94 million for 59 projects across the country through the new Strengthening Mobility and Revolutionizing Transportation Grants Program. The competitive grant program provides State, local, and Tribal governments \$500 million over five years to leverage technology to create safer, more equitable, efficient, and innovative transportation systems. The first year of the program was oversubscribed with \$6 of applications for every \$1 available for grants. Total awards are over \$94 million. The next funding opportunity of \$100 million is expected to be released Fall 2023.

The Biden Administration [opened applications](#) for a new multi-billion-dollar program to fund electric vehicle charging and alternative-fueling infrastructure in communities across the country and along designated highways, interstates, and major roadways. The DOT's new Charging and Fueling Infrastructure Discretionary Grant Program will provide \$2.5 billion over five years to a wide range of applicants, including cities, counties, local governments, and tribes. This round of funding makes up to \$700 million from FY22 and FY23 available to strategically deploy EV charging and other alternative vehicle-fueling infrastructure projects in publicly accessible locations in urban and rural communities, as well as along designated Alternative Fuel Corridors. Eligible applicants and projects are outlined in a Notice of Funding Opportunity. Applications are due by May 30, 2023.

Secretary Pete Buttigieg [announced](#) \$185 million in grant awards for 45 projects through the new Reconnecting Communities Pilot Program, a first-of-its-kind initiative to reconnect communities that are cut off from opportunity and burdened by past transportation infrastructure decisions. The Program provides technical assistance and funding for communities' planning and construction projects that aim to connect neighborhoods back together by removing, retrofitting, or mitigating transportation barriers such as highways and railroad tracks. This first round of grants will fund construction and planning for transformative community-led solutions, including capping interstates with parks, filling in sunken highways to reclaim the land for housing, converting inhospitable transportation facilities to tree-lined Complete Streets, and creating new crossings through public transportation, bridges, tunnels and trails.

Federal Highway Administration (FHWA)

FHWA [announced](#) the immediate availability of \$4.6 million in “quick release” Emergency Relief funds for use as a down payment by the California Department of Transportation to offset costs of repair work needed as a result of storm damage resulting from heavy rain, wind, flood and mudslide damage across the state last month. The funding announced today is in addition to \$29.4 million in emergency relief funding provided early this year in January after multiple storms and flooding events damaged roads, bridges and highways in late December 2022 and January 2023. FHWA’s Emergency Relief program provides funding to States, territories, Tribes, and Federal Land Management Agencies for highways and bridges damaged by natural disasters or catastrophic events.

The FHWA [published](#) a final rule that establishes regulations setting minimum standards and requirements for projects funded under the National Electric Vehicle Infrastructure Formula Program and projects for the construction of publicly accessible electric vehicle chargers under certain statutory authorities, including any EV charging infrastructure project funded with federal funds that is treated as a project on a federal-aid highway. The standards and requirements apply to the installation, operation, or maintenance of EV charging infrastructure; the interoperability of EV charging infrastructure; traffic control device or on-premises signage acquired, installed, or operated in concert with EV charging infrastructure; data, including the format and schedule for the submission of such data; network connectivity of EV charging infrastructure; and information on publicly available EV charging infrastructure locations, pricing, real-time availability, and accessibility through mapping applications. This final rule is effective March 29, 2023.

Federal Transit Administration (FTA)

FTA [published](#) guidance in the form of a Dear Colleague letter waiving the local match for Complete Streets planning activities for the Metropolitan Planning Program and the State Planning and Research Program. FTA and the Federal Highway Administration will now start providing more support to transit agencies working on Complete Streets planning projects. Complete Streets focuses on safety for everyone: pedestrians, bicyclists, and transit users in addition to motorists. The Dear Colleague letter lists the eligible Complete Streets planning activities and conditions, as identified in the Bipartisan Infrastructure Law. The waiver of the local match is in effect through 2026.

FTA [announced](#) that 18 large transit projects in 11 states across the nation were recommended to receive \$4.45 billion for construction in the President’s FY24 Budget Request. Nine of the projects would receive funding recommendations for the first time. Others on the list are already under construction or are far along in the planning process. In addition to recommendations for FY24 funding, FTA has allocated \$1.1 billion in FY22 and FY23 funding to 31 transit projects nationwide. The listed projects, which require a

local funding match, seek funding through the FTA Capital Investment Grants and Expedited Project Delivery Pilot programs. The report allocates \$2.85 billion in annual appropriations requested from Congress and \$1.6 billion in FY24 funding provided through the Bipartisan Infrastructure Law.

The FTA [announced](#) the availability of \$212.3 million under the Public Transportation Emergency Relief Program to transit agencies to help them recover from major declared disasters in 2017 and 2020-2022. To receive funding, transit agencies must have eligible expenses resulting from an event for which the President declared a major disaster within those timeframes. FTA's Emergency Relief program enables FTA to provide assistance to public transit operators in the aftermath of an emergency or major disaster. Complete proposals must be submitted electronically by May 26, 2023.

The FTA [announced](#) an \$86.8 million construction grant award to Omnitrans and the San Bernardino County Transportation Authority to help build out the West Valley Connector bus rapid transit project. Omnitrans will expand its network with climate-friendly electric buses along 19 miles, providing faster, more frequent service than diesel-powered buses. The West Valley Connector will be the county's second rapid bus line and builds on efforts to improve how people travel throughout the Southern California region. The federal support for the West Valley Connector BRT, which is estimated to cost \$310.5 million, comes from FTA's Capital Investment Grants program, which helps communities carry out transformational transit projects.

Federal Aviation Administration (FAA)

The FAA [will award](#) \$20 million from the Bipartisan Infrastructure Law to 29 airport owned traffic control towers across the U.S. The funding will be used to upgrade and build control towers in small towns and at regional airports. This funding goes to smaller and regional airports to help improve safety, lower costs, and support local businesses. The funding will support important aviation operations such as commercial services, emergency services, agricultural aviation, flight training, and shipping of goods. The announcement includes 33 grant awards at 29 airports for FY23 as part of the FAA Contract Tower Competitive Grant program. These grants will sustain, construct, repair, improve, modernize, replace, or relocate airport-owned towers and install communications equipment.

The FAA is [awarding](#) nearly \$1 billion from the Bipartisan Infrastructure Law to 99 airports of all shapes and sizes across the country. The funding helps meet the growing demand for air travel and invests in key areas to help get travelers in and out of airports more quickly and improve the passenger experience by investing in new baggage systems, larger security checkpoints, and improved ground transportation. Other projects increase

terminal sustainability and improve accessibility for individuals with disabilities. Several grants will address the needs of aging air traffic control towers. The investments will go to airports in 47 states and two territories. These awards are on top of the \$1 billion for Airport terminals announced for 85 airports last year. The vast majority of those projects are under construction. In total, the BIL provided a historic \$25 billion to modernize our country's airport infrastructure.

The FAA [published](#) an interim final rule, which reopens the comment period for the regulatory evaluation associated with the FAA's interim final rule, Aviation Maintenance Technician Schools, which was published in the Federal Register on May 24, 2022. Public Law 116–260 directed the FAA to issue interim final regulations to establish requirements for issuing aviation maintenance technician school certificates and associated ratings and the general operating rules for the holders of those certificates and ratings. The FAA is reopening the comment period to allow the public the opportunity to adequately analyze the full regulatory evaluation of the interim final rule. The comment period for the interim final rule is reopened until April 14, 2023.

The FAA [proposed](#) a new policy that fulfills one of the key requirements of the Aircraft Certification, Safety, and Accountability Act. The proposed policy would require applicants who want to modify original transport category aircraft designs to disclose all proposed changes in a single document at the beginning of the certification process. The policy memo is published for public comment in the Federal Register. Comments must be received on or before April 3, 2023.

Transportation Security Administration (TSA)

TSA [issued](#) a new cybersecurity amendment on an emergency basis to the security programs of certain TSA-regulated airport and aircraft operators, following similar measures announced in October 2022 for passenger and freight railroad carriers. The new emergency amendment requires that impacted TSA-regulated entities develop an approved implementation plan that describes measures they are taking to improve their cybersecurity resilience and prevent disruption and degradation to their infrastructure. Previous requirements included measures such as reporting significant cybersecurity incidents to the Cybersecurity and Infrastructure Security Agency, establishing a cybersecurity point of contact, developing and adopting a cybersecurity incident response plan, and completing a cybersecurity vulnerability assessment.

TSA [published](#) a notice this week extending an information collection related to owner/operators in the freight rail, mass transit, passenger rail, and over-the-road bus industries. Specifically, comments are being solicited on cybersecurity incidents, contingency/recovery plans to address cybersecurity, the completion of a cybersecurity assessment. In December 2021, TSA issued security directives mandating that TSA-specified owner/operators of “higher risk” railroads and rail transit systems, respectively,

implement an array of cybersecurity measures to prevent disruption and degradation to their infrastructure. These security directives became effective December 31, 2021. TSA had previously published a Federal Register notice, with a 60-day comment period soliciting comments on November 14, 2022.

National Highway Traffic Safety Administration (NHTSA)

NHTSA [announced](#) that in order to raise awareness for Vehicle Safety Recalls Week, they will be asking all drivers to check for safety recalls and get any recalled vehicle fixed immediately free of charge. New recall information collected by the agency shows that the number of vehicles recalled increased last year. In 2022, there were 932 vehicle safety recalls affecting more than 30.8 million vehicles. NHTSA data also shows that auto manufacturers have increasingly administered over-the-air updates to these vehicles since 2019. Vehicle owners can use NHTSA's recalls website to check for any recalls on their vehicles, tires, and car seats.

NHTSA [announced](#) that Hyundai Motor America and Kia America have issued recalls for more than 570,000 vehicles, urging owners to park their vehicles outside and away from homes and other structures until the recall is remedied. The affected vehicles are model years 2022-2023 Hyundai Santa Cruz, 2019-2023 Hyundai Santa Fe, 2021-2023 Santa Fe Hybrid, 2022-2023 Santa Fe Plug-in Hybrid, and 2022-2023 Kia Carnival. Until the free recall repair is completed, owners should continue to park their vehicles outdoors and away from other vehicles or buildings, even if the vehicle is turned off. Owners should contact their Hyundai or Kia dealership to schedule a FREE repair.

Department of Energy (DOE)

The DOE [announced](#) the release of its Offshore Wind Energy Strategy, a first-of-its-kind, comprehensive summary of efforts to deploy 30 gigawatts of offshore wind energy by 2030 and set the nation on a pathway to 110 GW or more by 2050. Deploying 30 GW of offshore wind would provide enough power for 10 million homes, support 77,000 jobs, and spur \$12 billion per year in direct private investment. The strategy released categorizes DOE's offshore wind efforts into four pillars: (1) lower costs from \$73 per megawatt-hour to \$51 per MWh by 2030; (2) achieve the Floating Offshore Wind Shot goal of reducing cost by over 70% to \$45/MWh by 2035; (3) enable reliable and resilient transmission solutions for large-scale offshore wind deployment; and (4) expand offshore wind co-generation technologies for widespread electrification and decarbonization.

The DOE [announced](#) the availability of \$750 million for research, development, and demonstration efforts to dramatically reduce the cost of clean hydrogen. Managed by DOE's Hydrogen and Fuel Cell Technologies Office, projects funded through this opportunity will address underlying technical barriers to cost reduction that can't be

overcome by scale alone, and they will ensure that today's emerging commercial-scale deployments will achieve long-term viability with tomorrow's lower-cost, higher-performing technology. Together with the regional clean hydrogen hubs, tax incentives in the Inflation Reduction Act, and ongoing research, development, and demonstration in the DOE Hydrogen Program, these investments will help DOE achieve its ambitious Hydrogen Shot goal of being able to produce \$1 per kilogram of clean hydrogen within a decade.

PLATINUM | ADVISORS

April 3, 2023

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

Session Status: With the 30 day in print rule complete and the deadline to amend spot bills having passed, policy committees are in full swing. The Legislature adjourned for its weeklong Spring Recess on March 31st, and will reconvene on April 10th. Upon their return the hearing madness will begin in a rush to meet the first major deadline on April 28th which requires all “fiscal” bills to be moved out of policy committees. The deadline for policy committees to meet quickly follows on May 5th.

Transit is Important,...but: On March 15th, the Assembly Budget Subcommittee #3 held a hearing to review the Governor’s proposed spending plan for transportation. The hearing also included a lengthy discussion of the need for public transit operating funds. Michael Pimentel, Executive Director of the California Transit Association (CTA), was invited to outline the fiscal cliff facing California’s transit operators and answer questions from the committee. Overall, all the legislators that spoke at the hearing expressed support for public transit and the need to maintain service levels, but they stressed any relief plan needs to include addressing longer term solutions and performance measures.

Assembly Budget Committee Chair, Assemblyman Phil Ting, attended the Subcommittee hearing to ask questions and express his frustration on how to meet the challenges facing transit operators. Summing up his position Assemblyman Ting stated, “If you come to us with a proposal to give (transit) money and then tell us what to do, I will not support your proposal.” Assemblyman Ting continued that any plan to sustain operations must include a specific request and a plan that avoids simply pushing the fiscal cliff back. The plan he is looking for would include steps transit operators will take to transform service to attract riders and result in longer term fiscal stability. Given the state’s fiscal outlook and pressing demands in funding health and social services, he wants to avoid having transit operators returning in a couple years for additional resources.

Assemblywoman Laura Friedman suggested tying the receipt of any new state funding to increasing ridership levels. Assemblywoman Friedman commented, “I do think (transit) deserves the budget you are asking for, but I don’t yet see the coordination in terms of getting people into the transit system.”

While the hearing did highlight the challenges facing CTA and transit operators in securing fiscal assistance, the interest of legislators in exploring options and developing a proposal was evident, and we are early in the budget process. Subcommittee #3 chair, Assemblyman Steve Bennet, stated there are a list of challenges to consider and directed the Legislative Analyst's Office (LAO) to work with CTA and the Governor's office on identifying a list of issues facing transit operators and options the legislature can consider when crafting a short and long term solutions for public transit.

For any plan to be seriously considered it must specify the level of fiscal assistance that is needed and how it can be provided within existing budget constraints, what steps transit operators have taken, or plan to take, to adjust to ridership patterns, and how local and regional governments and transit operators are contributing to avoid additional service cuts.

There is Hope: Leading the charge to secure fiscal relief for transit operators, Senator Wiener circulated a letter that was signed by 10 legislators. The signatories included Senators Scott Wiener, Bill Dodd, Henry Stern, and John Laird, as well as Assembly members Wendy Carrillo, Damon Connolly, Alex Lee, Marc Berman, Matt Haney, and Diane Papan.

The letter urged the Budget Committee Chairs, Senator Nancy Skinner, and Assemblyman Phil Ting, to include in the budget, "a suite of actions to help maintain and improve transit service, and ultimately, support the state in meeting our ambitious climate, equity, and mobility objectives."

The letter highlights the need to preserve the commitment made in the current year budget for the Transit Intercity Rail Capital Program. The Governor's budget proposal would reduce the TIRCP commitment by \$2 billion. In addition, the letter urges the budget chairs to either provide direct operating assistance, or by amending existing programs to provide flexibility in how those funds are used by operators. The letter also calls for extending the existing Transportation Development Act/State Transit Assistance (TDA/STA) relief provisions until the 2024-25 fiscal year.

Another letter submitted to the budget committee chairs, also supported the need to maintain the TDA/STA relief provisions. This letter was signed by Senators Dave Cortese, Bill Dodd, Henry Stern and Josh Newman. This letter also urged the consideration of using cap & trade auction revenue to transit operations.

Fast track: The end is near for the special session on fuel prices. In December Governor Newsom called a special session to address price gouging by the petroleum industry. Senator Nancy Skinner introduced SBX 2, which implemented the Governor's original plan to impose a penalty on petroleum companies when margins were found to be excessive. While that original proposal languished, SBX 2 was amended and quickly approved by the Senate on March 23rd. On March 27th, the Assembly took similar swift action, hearing the bill in policy committee in the morning and immediately moving the bill

to a floor vote in the afternoon. SBX 2 was signed into law by the Governor on March 28th.

The content of SBX 2 is complex and extensive. In summary, SBX 2 mandates extensive data reporting to the California Energy Commission (CEC) from various entities that participate in California's oil and gasoline supply chain. The CEC is authorized to establish a maximum gross gasoline refining margin (max margin) and create a penalty on gasoline sold by refiners in the state that exceed the max margin. The bill also establishes a new division and advisory committee at the CEC, and requires various reports and assessments by the CEC to be submitted to the Legislature regarding the current status and future supply of transportation fuels. SBX 2 does not specify how any penalty revenue is used, but leaves that decision to the Legislature on how to allocate any revenue.

PLATINUM | ADVISORS

April 3, 2023

ATTACHMENT 3
NVTB Board Item 12.6
April 19, 2023

TABLE 1: BOARD ACTION ITEMS

	Subject	Status	Recommended Position
AB 557 (Hart D) Open meetings: local agencies: teleconferences	AB 557 would extend indefinitely the existing authorization for local legislative bodies with a majority vote to hold remote meetings if a proclaimed state of emergency exists. AB 557 would also change the requirement to reauthorize the use of remote meetings from every 30 days to every 45 days.	Assembly Local Government	Recommended Position: SUPPORT
AB 817 (Pacheco D) Open meetings: teleconferencing: subsidiary body	<p>AB 817 would authorize a “subsidiary body” to remotely hold a public meeting if specified conditions are met.</p> <p>The bill defines a subsidiary body to include:</p> <ul style="list-style-type: none"> • certain types of commissions, committees, or other body as defined in paragraph (b) of Government Code Section 54952, • a body that serves exclusively as an advisory body, • a body that is not authorized to take final action on any contract, legislation, regulation, or permit. <p>AB 817 would also require the members of the body to participate through both audio and visual technology. The public must be able to participate in the body’s proceedings either by phone line or through an internet-based platform.</p>	Assembly Local Government	Recommended Position: SUPPORT

	Subject	Status	Recommended Position
<u>AB 1379</u> (Papan D) Open meetings: local agencies: teleconferences	<p>AB 1379 would amend the Brown Act to allow a legislative body to hold meetings in any combination of in person or remote participation.</p> <p>The bill specifies a quorum can be established by any of the following:</p> <ul style="list-style-type: none"> • Consisting of members participating remotely. • Consisting of members participating at a designated location. • Consisting of members participating remotely and at a designated location. <p>AB 1379 specifies that the “singular designated physical meeting location” must be open to the public and located within the legislative body’s jurisdiction.</p>	Assembly Local Government	Recommended Position: WATCH
<u>SB 411</u> (Portantino D) Open meetings: teleconferences: bodies with appointed membership	<p>SB 411 would authorize a legislative body as defined in the bill to use alternate teleconferencing provisions.</p> <p>The bill currently defines “legislative body” to mean a board, commission, or advisory body of a local agency whose membership is appointed. This definition includes, but is not limited to, a neighborhood council located in Los Angeles County. Expectations are that the bill will be amended to apply only to neighborhood councils located in LA County.</p>	Senate Governance & Finance	Recommended Position: WATCH
<u>SB 537</u> (Becker D) Open meetings: local agencies: teleconferences	<p>SB 537 would authorize specified legislative bodies to hold meetings remotely. The bill would only apply to legislative bodies that are a board, commission, or advisory body of a “multijurisdictional,” cross county agency, the membership of which board, commission, or advisory body is appointed.</p> <p>The bill defines “multijurisdictional” to be a legislative body that includes representatives from more than one county, city, city and county, special district, or a joint powers entity. While the bill would clearly allow an entity such as MTC to hold remote meetings, it</p>	Senate Governance & Finance	Recommended Position: WATCH

	Subject	Status	Recommended Position
<u>SB 537 (Cont.)</u>	would require legal counsel to review to determine if this bill would apply to a board comprised of representative from a county and multiple cities within in a single county, such as NVTA.		

TABLE 2: BOARD ADOPTED POSITIONS

	Subject	Status	Board Position
<u>AB 16 (Dixon R)</u> 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 1st 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 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"> • The Governor shall inform the legislature by January 10th of each year of the intent to suspend the adjustment. • The Department of Finance shall submit to the legislature a proposal to maintain funding levels as if the adjustment was not suspended. • The Governor shall issue a proclamation within 30 days after the notice of intent to suspend the adjustment. 	Assembly Transportation	Watch
<u>AB 463 (Hart D)</u> Electricity: prioritization of service: public transit vehicles <u>AB 463 (Cont.)</u>	<p>AB 463 was unanimously approved by the Assembly Energy & Utilities Committee. 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 California Public Utilities Commission (CPUC) to consider the economic, social equity, and</p>	Assembly Appropriations	Support

	Subject	Status	Board Position
	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 related to mitigating those public safety impacts on public transit vehicle charging infrastructure.		
AB 540 (Wicks D) Social Service Transportation Improvement Act: coordinated transportation services agencies	<p>Assemblywoman Wicks has decided to not move AB 540 forward this year, making it a two-year bill.</p> <p>This bill would make changes to the Social Services Transportation Improvement Act and impose a \$10 vehicle registration fee.</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"> • 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. • The recipient transit agency commits to and produces documentation biennially that: <ul style="list-style-type: none"> ○ Establishes that the funding has and shall be used only for the senior and disabled population. ○ 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 	Assembly Transportation	Oppose Unless Amended
AB 540 (Cont.)			

	Subject	Status	Board Position
	target population and not as a backfill for other, redirected funds.		
<u>AB 610</u> <u>(Holden D)</u> Youth Transit Pass Pilot Program: free youth transit passes	<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 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>	Assembly Appropriations	Support If Amended
<u>AB 1377</u> <u>(Friedman D)</u> Interagency Council on Homelessness	<p>As introduced, AB 1377 would add a public transit representative to the Interagency Council on Homelessness' Advisory Committee. However, the bill has been substantively amended.</p> <p>Under the Homeless Housing, Assistance and Prevention Program, applicants of funds beginning with Round 3 are required to provide data and other information on progress toward meeting the goals of the program.</p> <p>As amended, AB 1377 would add to these reporting requirements data and a narrative of specific and quantifiable steps that the applicant has taken to improve the delivery of housing and services to people experiencing homelessness or at risk of homelessness, on transit properties that operate in their jurisdiction.</p>	ASSEMBLY PRINT	Support
<u>ACA 1</u> <u>(Aguiar-Curry D)</u> Local government financing:	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	ASSEMBLY PRINT	Support

	Subject	Status	Board Position
affordable housing and public infrastructure: voter approval	<p>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>		
SB 5 (Nguyen R) 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 1st 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>	Senate Governance & Finance	Oppose
SB 670 (Allen D) Transportation: vehicle miles traveled; maps	As amended, SB 670 directs the California Air Resources Board (CARB), in consultation with Caltrans and Office of Planning and Research (OPR), to develop a methodology for assessing and spatially representing vehicle miles traveled and to develop maps accordingly to display average vehicle miles traveled per capita in the state at the local, regional, and statewide level.	Senate Environmental Quality	Watch
SB 769 (Gonzalez D) Local government: fiscal and financial training SB 769 (Cont.)	<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"> • Laws and principles relating to financial administration and short-and long-term fiscal management, • Laws and principles relating to capital financing and debt management, pensions and other postemployment 	Senate Governance & Finance	Watch

	Subject	Status	Board Position
	<p>benefits, and cash management and investments.</p> <ul style="list-style-type: none"> • 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. 		