Napa Valley Transportation Authority

625 Burnell Street Napa, CA 94559



Agenda - Final

Wednesday, November 19, 2025 1:00 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 864 1754 4351
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- 3) Watch live on YouTube: https://www.youtube.com/channel/UCrpjLcW9uRmA0EE6w-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. Roll Call
- 4. Adoption of the Agenda
- 5. Public Comment
- 6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
- 7. Executive Director's Update
- 8. Caltrans' Update

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

9. PRESENTATIONS

9.1 Introduction to Federal Lobbyist (CFM Advocates) (Joel Rubin)

Estimated Time: 1:15 p.m.

9.2 Draft Plan Bay Area 2050+ (Metropolitan Transportation Commission and

Association of Bay Area Governments) (Michael Germeraad)

(Pages 10-15)

Estimated Time: 1:30 p.m.

<u>Attachments:</u> Staff Report

10. CONSENT AGENDA ITEMS

10.1 Meeting Minutes of October 15, 2025 (Laura Sanderlin) (Pages 16-19)

Recommendation: Board action will approve the minutes of the October 15th regular meeting.

Estimated Time: 1:45 p.m.

<u>Attachments:</u> <u>Draft Minutes</u>

10.2 Resolution No. 25-15 Setting the Regular Meeting Time, Place,

and Schedule of the Napa Valley Transportation Authority (NVTA) Governing Board for Calendar Year (CY) 2026 (Laura

Sanderlin) (Pages 20-23)

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

Resolution No. 25-15 setting the regular meeting time, place, and

schedule of the NVTA Governing Board for Calendar Year (CY) 2026.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

10.3 Resolution No. 25-16 Authorizing the Destruction of Certain

Agency Records (Laura Sanderlin) (Pages 24-32)

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

Resolution No. 25-16 authorizing the disposal of certain agency records.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

10.4

Purchase Order 25-P5116 with Tolar Manufacturing for Bus Shelters (Jonathan Stanton) (Pages 33-39)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Purchase Order 25-P5116 (Attachment 1) to acquire eight 9' Bus Shelters and two 13' bus shelters in an amount not to exceed \$106,000.

1:45 p.m.

Attachments: **Staff Report**

Estimated Time:

10.5 Purchase Order 25-P5117 with RIDE Mobility, LLC for Two BYD 30' Battery Electric Buses (Dexter Cypress) (Pages 40-57)

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

the Executive Director or designee to execute RIDE Master Agreement and Purchase Order 25-P5117 to acquire two (2) zero-emission battery

electric BYD buses in an amount not to exceed \$2,450,000.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

10.6 Purchase Order 25-P5087 with Chargepoint Inc. for three years

of software, reporting and maintenance for all NVTA owned

stations (Rebecca Schenck) (Pages 58-68)

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

the Executive Director, or designee, to execute and allow for minor modifications to Purchase Order 25-P5087 with ChargePoint Inc. software, reporting and maintenance. The services will be billed annually for \$47,230 over three years in an amount not-to-exceed (NTE)

\$154,090.

Estimated Time: 1:45 p.m.

Attachments: Staff Report 10.7

Amendment No. 1 to Purchase Order 25-P5039 with Cubic Transportation Systems for installation of the Clipper fare payment system (Libby Payan) (Pages 69-77)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and modifications to Amendment No. 1 Purchase Order 25-P5039 with Cubic Transportation Systems (Cubic) for completing the pre-wiring and installation of the Clipper fare payment system, in an amount not to exceed \$313,279.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

10.8 Americans with Disabilities Act (ADA) Assessment Services

(Rebecca Schenck) (Pages 78-97)

Recommendation: That the Napa Valley Transportation Authority Board authorize the

> Executive Director, or designee, to execute NVTA Agreement No. 25-C40 for ADA Assessment Services with MV Transportation in an

amount not to exceed \$260,400 over a five-year period.

Estimated Time: 1:45 p.m.

Staff Report Attachments:

10.9 Resolution 25-17 Title VI Program Policy for Fiscal Years (FY)

2026-2028 (Libby Payan) (Pages 98-173)

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

Resolution 25-17 adopting the NVTA Title VI Program Policy for Fiscal

Years 2026-2028.

Estimated Time: 1:45 p.m.

Attachments: Staff Report 10.10 Federal and State Legislative Update (Danielle Schmitz) (Pages

174-193)

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

Federal Legislative update, State Legislative Update, and the updated

Bill Matrix.

Estimated Time: 1:45 p.m.

Attachments: Staff Report

11. REGULAR AGENDA ITEMS

11.1 Travel Behavior Study (Addrell Coleman) (Pages 194-232)

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

file the Final Report of 2025 Napa Valley Travel Behavior Study.

Estimated Time: 2:00 p.m.

Attachments: Staff Report

11.2 Napa Valley Transportation Authority (NVTA) Fiscal Year 2025-26,

Quarter 1 Financial Review and Delegated Authority Matrix

(Antonio Onorato) (Pages 233-262)

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

2025-26 Quarter 1 Financial Review and Delegated Authority Matrix.

Estimated Time: 2:30 p.m.

<u>Attachments:</u> <u>Staff Report</u>

11.3 Vine Transit Update (Rebecca Schenck) (Pages 263-274)

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

first quarter of Fiscal Year 2025-2026 Vine Transit update.

Estimated Time: 2:45 p.m.

Attachments: Staff Report

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

13.1 The next Regular Meeting is December 17, 2025.

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, November 14th.

Laura Sanderlin
Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

	Glossary of	_	
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
BATA	Bay Area Toll Authority		Rehabilitation Program
BIL	Bipartisan Infrastructure Law (IIJA)	HIP	Housing Incentive Program
BRT	Bus Rapid Transit	НОТ	High Occupancy Toll
CAC	Citizen Advisory Committee	HOV	High Occupancy Vehicle
CAP	Climate Action Plan	HR3	High Risk Rural Roads
CAPTI	Climate Action Plan for Transportation	HSIP	Highway Safety Improvement Program
	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	
CIP	Capital Investment Program	IIIP	State Interregional Transportation Improvement Program
CMA	Congestion Management Agency	ITOC	Independent Taxpayer Oversight Committee
CMAQ	Congestion Mitigation and Air Quality Improvement Program	IS/MND	Initial Study/Mitigated Negative Declaration
CMP	Congestion Management Program	JARC	Job Access and Reverse Commute
CalSTA	California State Transportation Agency	LCTOP	Low Carbon Transit Operations Program
СТА	California Transit Association	LIFT	Low-Income Flexible Transportation
СТР	Countywide Transportation Plan	LOS	Level of Service
СТС	California Transportation Commission	LS&R	Local Streets & Roads
CY	Calendar Year	LTF	Local Transportation Fund
DAA	Design Alternative Analyst	MaaS	Mobility as a Service
DBB	Design-Bid-Build	MAP 21	Moving Ahead for Progress in the 21st Century Act
DBE	Disadvantaged Business Enterprise	МРО	Metropolitan Planning Organization
DBF	Design-Build-Finance	MTC	Metropolitan Transportation Commission
DBFOM	Design-Build-Finance-Operate-Maintain	MTS	Metropolitan Transportation System
DED	Draft Environmental Document	ND	Negative Declaration
EIR	Environmental Impact Report	NEPA	•
EJ	Environmental Justice		National Environmental Policy Act
EPC	Equity Priority Communities	NOAH	Natural Occurring Affordable Housing
ETID	Electronic Transit Information Displays	NOC	Notice of Completion
		NOD	Notice of Determination

Latest Revision: 01/22

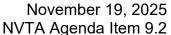
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NOP	Notice of Preparation	SHA	State Highway Account
NVTA	Napa Valley Transportation Authority	SHOPP	State Highway Operation and Protection Program
NVTA-TA	Napa Valley Transportation Authority-Tax Agency	SNTDM	Solano Napa Travel Demand Model
OBAG	One 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	TDA	Transportation Development Act
	gasoline sales tax revenues be designated to transportation purposes	TDM	Transportation Demand Management Transportation Demand Model
PSE	Plans, Specifications and Estimates	TE	Transportation Enhancement
PSR	Project Study Report	TEA	Transportation Enhancement Activities
PTA	Public Transportation Account	TEA 21	Transportation Equity Act for the 21st Century
RACC	Regional Agency Coordinating Committee	TFCA	Transportation Fund for Clean Air
RAISE	Rebuilding American Infrastructure with Sustainability and Equity	TIP	Transportation Improvement Program
RFP	Request for Proposal	TIFIA	Transportation Infrastructure Finance and Innovation Act
RFQ	Request for Qualifications	TIRCP	Transit and Intercity Rail Capital Program
RHNA	Regional Housing Needs Allocation	TLC	Transportation for Livable Communities
RM 2	Regional Measure 2 Bridge Toll	TLU	Transportation and Land Use
RM 3	Regional Measure 3 Bridge Toll	TMP	Traffic Management Plan
RMRP	Road Maintenance and Rehabilitation Program	TMS	Transportation Management System
ROW (R/W)	Right of Way	TNC	Transportation Network Companies
RTEP	Regional Transit Expansion Program	TOAH	Transit Oriented Affordable Housing
RTIP	Regional Transportation Improvement	TOC	Transit Oriented Communities
	Program	TOD	Transit-Oriented Development
RTP	Regional Transportation Plan	TOS	Transportation Operations Systems
SAFE	Service Authority for Freeways and Expressways	TPA	Transit Priority Area
SAFETEALI	U Safe, Accountable, Flexible, and Efficient	TPI	Transit Performance Initiative
SAI LILA-L	Transportation Equity Act-A Legacy for Users	TPP	Transit Priority Project Areas
SB 375	Sustainable Communities and Climate	VHD	Vehicle Hours of Delay
SB 1	Protection Act 2008 The Road Repair and Accountability Act of 2017	VMT	Vehicle Miles Traveled

Latest Revision: 01/22

Sustainable Community Strategy

SCS



Continued From: New or Date Continued From



Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Diana Meehan, Planning and Programming Manager

(707) 259-8327 / Email: dmeehan@nvta.ca.gov

SUBJECT: Plan Bay Area 2050+ Update

RECOMMENDATION

Information only

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Metropolitan Transportation Commission (MTC) is the planning organization and the regional transportation planning agency for the nine-county Bay Area. The Association of Bay Area Governments (ABAG) is a council of the governments representing all the cities in the Bay Area and providing planning and government services to member agencies. MTC and ABAG are required to jointly develop a long-range regional plan every four years. The current long-range plan, Plan Bay Area 2050+ is now available for public review in its final draft form. As part of this review MTC-ABAG is presenting to all nine Bay Area county transportation agencies.

FISCAL IMPACT

No

BACKGROUND

Plan Bay Area 2050+ is the long-range plan for the nine-county San Francisco Bay Area, focusing on four key issues – transportation, housing, the economy, and the environment. By identifying 35 strategies designed to make the region more

affordable, connected, diverse, healthy and vibrant. Bay Area 2050+ outlines a path forward over the coming decades. This includes critical infrastructure to improve our transportation system and to protect communities from rising sea levels — as well as the types of public policies necessary to realize a future growth pattern for housing and jobs. Plan Bay Area 2050+ also meets and exceeds federal and state planning requirements, allowing it to serve as the Regional Transportation Plan and Sustainable Communities Strategy.

In June 2025 and July 2025, MTC and ABAG respectively voted to advance the Plan Bay Area 2050+ Final Blueprint into the environmental process for the long-range plan, as required under the California Environmental Quality Act (CEQA). On Monday, October 20, 2025 (Draft Plan link: <u>Draft Plan Bay Area 2050+</u>), MTC and ABAG released the Draft Plan Document and associated technical reports, Draft EIR, and Draft Implementation Plan for public comment, with informational webinars and hybrid public hearings slated for late October, November and December. The Final Plan Bay Area 2050+ is anticipated to be brought forward for adoption by MTC and ABAG in early 2026.

Throughout development of Plan Bay Area 2050+, MTC and ABAG have engaged NVTA and other stakeholders via ongoing updates to relevant Bay Area County Transportation Authority (BACTA) bodies, one-on-one staff meetings, and a variety of public and partner outreach and engagement events. As this is a key milestone in the long-range planning process that commenced in 2023, MTC and ABAG are conducting briefings on Plan Bay Area 2050+ with elected officials on the county and city levels, consistent with the requirements of Senate Bill 375.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

NVTA long range transportation plans, such as the Countywide Transportation Plan, the Community Based Transportation Plan and the Active Transportation Plan all inform and align with the Regional Transportation Plan to support serving the transportation needs of the local community.

<u>ATTACHMENT(S)</u>

1) Napa County Plan Bay Area 2050+ Fact Sheet

Draft Plan Bay Area 2050+ Napa County Factsheet

ATTACHMENT 1



Plan Bay Area 2050+ is a long-range plan charting the course for the future of the nine-county San Francisco Bay Area. The plan integrates **35 equitable and resilient strategies** to tackle the region's transportation, housing, economic and environmental challenges to advance the vision of a more affordable, connected, diverse, healthy and vibrant Bay Area for all.

This document spotlights strategies and investments within the plan and related outcomes for Napa County.

How to Use The Plan

Planning Tools

Plan Bay Area 2050+ provides regional forecasts for population, jobs and housing, along with equity mapping and growth geographies to guide local planning. It also offers planning guidelines and access to an Open Data portal.

Funding and Grant Support

The plan supports transportation projects from concept to construction, offering grant eligibility checklists, advocacy tools and financial forecasts for housing, transportation and environmental investments.

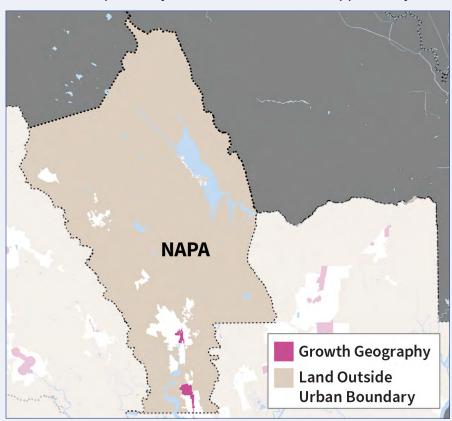
Implementation Support

MTC-ABAG provides technical assistance to help local jurisdictions implement strategies from Plan Bay Area 2050+. This includes resources like playbooks for redevelopment, mobility hubs and parking strategies, along with support for advancing transportation and housing initiatives.

For more information on tools and resources for partners, please visit planbayarea.org.

Napa County Growth Geographies

Growth Geographies are areas identified in Plan Bay Area 2050+ to guide long-term housing and job growth. As shown on the map, these areas are designated either by local jurisdictions or based on their proximity to transit and access to opportunity.



NAPA COUNTY - TRANSPORTATION SPOTLIGHT

In Napa County, twelve transportation strategies work together to make it easier, safer and more reliable for residents to get where they need to go, whether by transit, car or active modes like walking and biking. Investments maintain and improve today's system, expand safe options for biking and walking, and advance a new vision for transit through Transit 2050+, developed collaboratively by MTC and transit operators like Vine Transit.

Strategy Spotlight

Strategy T8 – Advance Other Regional Programs and Local Priorities

Implements complementary programs and transportation investments at the local and regional levels, including Community Based Transportation Plans, goods movement and priority development areas, guided by county-driven planning efforts, especially for multimodal improvements on local arterial roads.

Project Spotlight

At least \$4.9 billion* in transportation projects are planned for Napa County from 2025-2050.



Photo: Courtesy of Caltrans

SR-29 Improvements

Multiple enhancements to SR-29 will improve traffic flow and enhance the experience for all travelers, especially at Airport Blvd, SR-12, SR-121 and American Canyon Road.

NVTA Vine Transit Local & Express Bus Expansions

Improvements to existing NVTA services will expand service hours and upgrade frequencies on local routes 10 and 11 and deploy transit priority that keeps express buses running on time.

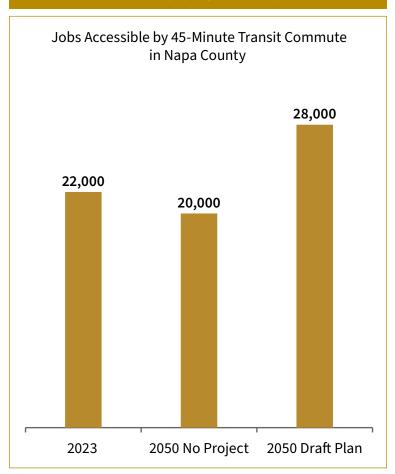
Soscol Avenue Multimodal Improvements

Improvements to Soscol Avenue in the city of Napa will promote efficient traffic flow and enhance the experience for pedestrians and bicyclists to create a safe street for all travelers.

Strategy T11 – Enhance Transit Frequency, Capacity and Reliability

Invests in targeted service enhancements across the existing transit network to improve regional frequency, reliability and capacity. Improvements to Vine Transit will enhance travel throughout Napa County, focusing on key corridors and connections to major destinations both inside and outside the county.

Forecasted Outcomes



Job access is projected to improve, increasing from 22,000 in 2023 to 28,000 by 2050 by strategically expanding the transit system and promoting housing and employment in key Growth Geographies, allowing many more people to take transit, walk or bike to work. Without key strategies in Plan Bay Area 2050+, job access could decline.

^{*} Amount reflects county-specific projects only.

Additional regionwide or programmatic investments may include more in Napa County.

NAPA COUNTY - HOUSING AND ECONOMY SPOTLIGHT

Affordability is essential to housing stability. In the Bay Area, families with low incomes spend up to 70% of their household income on housing, leaving little room for other basic needs. Plan Bay Area 2050+ prioritizes affordable housing options for residents in Napa County and across the region, especially those with the lowest incomes and greatest needs. Eight housing strategies focus on producing housing at all affordability levels, preserving existing affordable homes and protecting renters from the impacts of high housing costs.

Strategy Spotlight

Strategies H3 and EC4 – Allow a Greater Mix of Housing and Land Use Densities and Types in Growth Geographies



Napa County is home to several Growth Geographies that have the potential to better connect homes and workplaces, reduce housing costs and bring jobs closer to where people live.

Strategy H8 - Accelerate Reuse of Public and Community-Owned Land for Mixed-Income Housing and Essential Services

Public agencies and nonprofits can accelerate the development of 100% affordable and mixed-income housing, supportive services and public spaces. The Priority Sites Pilot is helping the City of Napa create a development strategy for several city-owned parcels close to local services, the Napa riverfront and transit services.

Growth Pattern in Napa County

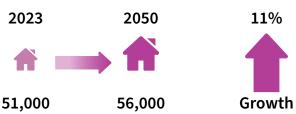
The Growth Pattern identifies how much Napa County might grow between 2023 and 2050, including population, jobs, households and housing units.



New Household Growth

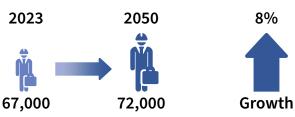
By 2050, the county is projected to maintain a stable share of the Bay Area's households, accounting for **1% of new growth**, while preserving its existing employment base and rural character.

Household Growth



The number of households is expected to rise from 51,000 to 56,000 by 2050, an increase of about 11%.

Job Growth



The **number of jobs** is expected to grow from **67,000 to 72,000** by 2050, an **increase** of about **8%**.

NAPA COUNTY - ENVIRONMENT SPOTLIGHT

Nine environment strategies work not just to protect Napa County's and the Bay Area's land, air, water and people from natural hazards, but also to proactively improve residents' health and enhance their living spaces.

Strategy Spotlight

Strategy EN5 – Protect and Manage High-Value Conservation Lands



Photo: Karl Nielsen

Strengthens biodiversity, improves landscape connectivity and supports a vibrant agricultural sector. In Napa County, Priority Conservation Areas highlight high-value opportunities aligned with other planning efforts. The Napa County Agricultural Land PCA and the Blue Oak Woodlands PCA around Lake Berryessa align with county and state priorities.

Strategy EN8 - Expand Clean Vehicle Initiatives



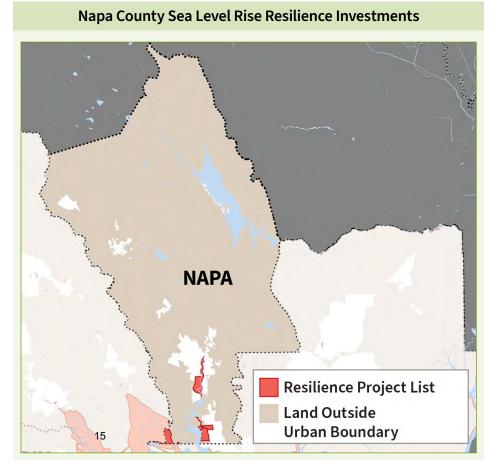
Photo: Noah Berger

Invests in clean vehicles, including EVs, electric mobility and chargers to accelerate the electric transition. A proposed vehicle buyback program would support the shift, building on Napa County's current 5% EV share and aiming for significant growth by 2035. The plan calls for a total of 535,000 chargers regionwide, including approximately 11,000 in Napa County.

Strategy EN1 - Adapt to Sea Level Rise

For the first time, Plan Bay Area includes a Resilience Project list to address regional sea level rise. In Napa County, the list anticipates a \$4 billion need to manage impacts from the first 4.9 feet of sea level rise.

Projects include the SR-37 Corridor project, combining near-term flood solutions with a long-term adaptation strategy. The plan also promotes nature-based solutions like the American Canyon Wetlands Restoration Plan to restore wetlands along the lower Napa River, improving water quality, habitat and public access, while building resilience to sea-level rise.



Napa Valley Transportation Authority

625 Burnell Street Napa, CA 94559

Meeting Minutes NVTA Board of Directors

JoAnn Busenbark Board Room

Wednesday, October 15, 2025

1:00 PM

1. Call to Order

Chair Joseph called the meeting to order at 1:01pm.

2. Pledge of Allegiance

Chair Joseph led the Pledge of Allegiance.

3. Roll Call

Scott Sedgley
Donald Williams
Kevin Eisenberg
Robin McKee
Pierre Washington
Michelle Deasy
Bernie Narvaez
Liz Alessio
Margie Mohler
Mark Joseph
Paul Dohring
Amber Manfree
Non-Voting:
Devereaux Smith

4. Adoption of the Agenda

Motion MOVED by ALESSIO, SECONDED by WASHINGTON to APPROVE Item 4 Adoption of the Agenda. Motion passed unanimously.

Aye: 22 - Sedgley, Williams, Eisenberg, McKee, Washington, Deasy, Narvaez, Alessio, Mohler, Joseph, and Dohring

Absent: 2 - Manfree

5. Public Comment

Public comment by Ashley Tenscher regarding updates made to the 2026 Countywide Transportation Plan. Tenscher raised three questions: why was the on-time bus performance metric removed?, why wasn't a trip or vehicle position completeness by day metric added?, and what changes led to the elimination of bus performance metrics?

{Director Manfree entered the meeting at this time}

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

Director Manfree reported recent MTC activities.

Director Washington reported recent ABAG activities.

7. Executive Director's Update

Executive Director Schmitz reported:

- -Highway 121 closed due to Caltrans Arroyo Seco Bridge project
- -Napa County Bicycle Coalition hosted Walk and Roll to School Day on October 8th with 2,000 student participants
- -Transit staff currently working on real-time data improvements have reported real-time data display at 80% in the month of September
- -SB697 signed by the governor which authorizes the State Route 37 corridor project to have a longer construction window beyond 10 weeks
- -Upcoming community events and meetings

8. Caltrans' Update

Amani Meligy, Caltrans provided update.

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

9. PRESENTATIONS

9.1 Michelin Mobility Intelligence

Joel Fuziol and Nishant Pareek of Michelin Mobility Intelligence (MMI) presented.

Directors requested staff for the full report to be distributed to them directly and bring periodic updates to the Board.

Public comment by Kara Vernor, Napa County Bicycle Coalition noting the importance of the data reported for safety and planning efforts.

{Director Deasy departed at 2:10pm}

10. CONSENT AGENDA ITEMS

Motion MOVED by NARVAEZ, SECONDED by EISENBERG to APPROVE Consent Agenda Items 10.1 - 10.8. Motion passed unanimously.

Aye: 23 - Sedgley, Williams, Eisenberg, McKee, Washington, Narvaez, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 1 - Deasy

10.1 Meeting Minutes of September 17, 2025 (Laura Sanderlin) (Pages 10-14)

Attachments: Draft Minutes

10.2 Paratransit Coordinating Council (PCC) Member Appointments (Kathy Alexander) (Pages 15-24)

Attachments: Staff Report

10.3 Federal and State Legislative Update (Danielle Schmitz) (Pages 25-47)

Attachments: Staff Report

10.4 Contract No. 25-C35 with CFM Advocates for Federal Legislative Advocacy Services (Antonio Onorato) (Pages 48-65)

Attachments: Staff Report

10.5 Electric Vehicle (EV) Fleet Program Terms and Conditions Contract with Pacific Gas and Electric (Rebecca Schenck) (Pages 66-89)

Attachments: Staff Report

10.6 Resolution No. 25-13 Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2025-26 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program (Addrell Coleman) (Pages 90-98)

Attachments: Staff Report

10.7 Resolution No. 25-14 Redwood Park & Ride Improvements Project Pre-Approval and Authorization to Program Senate Bill 1 (SB 1) Local Partnership Program (LPP) Funds as Matching Funds (Addrell Coleman) (Pages 99-104)

Attachments: Staff Report

10.8 Purchase Order 25-P5109 and Sole Source Authorization for Automated Restroom for Redwood Park & Ride Project (Grant Bailey) (Pages 105-118)

Attachments: Staff Report

11. REGULAR AGENDA ITEMS

11.1 Draft Community Based Transportation Plan (CBTP) Public Review Period (Libby Payan) (Pages 119-122)

Attachments: Staff Report

Motion MOVED by ALESSIO, SECONDED by DOHRING to APPROVE Item 11.1 for release of the draft CBTP for an approximate 30 day public review period. Motion passed unanimously.

Aye: 23 - Sedgley, Williams, Eisenberg, McKee, Washington, Narvaez, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 1 - Deasy

11.2 Accessible Transportation Needs Assessment (ATNA) and Mobility Manager Update (Diana Meehan) (Pages 123-126)

Attachments: Staff Report

Information only/No action taken

11.3 Vine Transit Youth Fare (Rebecca Schenck) (Pages 127-132)

Attachments: Staff Report

Information only/No action taken

Director Alessio requested for staff to come back with periodic updates on Vine Transit youth outreach and ways to garner more youth ridership.

11.4 Joint Powers Agreement (JPA) Board Governance Structure (Danielle Schmitz) (Pages 133-166)

Attachments: Staff Report

The Board discussed various viewpoints on the need for amending the JPA and/or restructuring the governance. Due to a divide in providing direction to staff, Chair Joseph requested a roll call vote.

MOTION by MOHLER, SECONDED by SEDGLEY to APPROVE a formation of an ad hoc committee to conduct a review of the JPA, governance issues, board composition and overall role. Motion passed with a count of 14 ayes and 9 noes.

Aye: 14 - Sedgley, Washington, Narvaez, Mohler, and Dohring

Nay: 9 - Williams, Eisenberg, McKee, Alessio, Joseph, and Manfree

Absent: 1 - Deasy

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

Chair Joseph adjourned the meeting at 3:44pm.

13.1 The next Regular Meeting is November 19, 2025.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, October 10th.

Laura M. Sanderlin, NVTA Board Secretary

November 19, 2025 NVTA Agenda Item 10.2 Continued From: New

Action Requested: APPROVE



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Laura Sanderlin, Board Secretary/Human Resources

(707) 259-8633 / Email: lsanderlin@nvta.ca.gov

SUBJECT: Resolution No. 25-15 Setting the Regular Meeting Time, Place, and

Schedule of the Napa Valley Transportation Authority (NVTA)

Governing Board for Calendar Year (CY) 2025

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 25-15 (Attachment 1) setting the regular meeting time, place, and schedule of the NVTA Governing Board for Calendar Year (CY) 2026.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The NVTA Governing Board meetings are subject to the requirements of the State of California Brown Act, which necessitates the establishment of a regular meeting time and place and the publication of a notice for each meeting. Resolution No. 25-15 will set the regular meeting time for 1:00 PM, and regular meeting place as the NVTA Board Room at 625 Burnell Street, Napa CA 94559, and set the meeting schedule for CY 2026.

FISCAL IMPACT

None

<u>-</u>

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

The recommended regular meeting schedule at 1:00 PM for CY 2026 is as follows:

Wednesday, January 21

Wednesday, February 18

Wednesday, March 18

Wednesday, April 15

Wednesday, May 20

Wednesday, June 17

Wednesday, July 15

Wednesday, September 16

Wednesday, October 21

Wednesday, November 18

Wednesday, December 16

ALTERNATIVES

Without an approval, the Agency will fail to comply with the State of California Brown Act requirements.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

None

ATTACHMENT(S)

1) Resolution 25-15

RESOLUTION No. 25-15

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) SETTING THE REGULAR MEETING TIME, PLACE, AND SCHEDULE FOR THE GOVERNING BOARD FOR CALENDAR YEAR (CY) 2026

WHEREAS, the Napa Valley Transportation Authority (NVTA) Governing Board meetings are subject to the requirements of the State of California's Brown Act; and

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

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

1. The regular meeting dates for the Governing Board for calendar year 2026, as shown in Exhibit "A", sets the regular time at 1:00 p.m. and sets the regular meeting place as the JoAnn Busenbark Board Room at 625 Burnell Street, Napa, CA 94559.

Mark Joseph, NVTA Chair	Ayes:
	Nays:
	Absent:
ATTEST:	
Laura Sanderlin, NVTA Board Secretary	_
APPROVED:	
Osman Mufti, NVTA General Counsel	_

Passed and Adopted this 19th Day of November 2025.

EXHIBIT "A"

NVTA Governing Board Meeting Dates for CY 2026

Wednesday, January 21

Wednesday, February 18

Wednesday, March 18

Wednesday, April 15

Wednesday, May 20

Wednesday, June 17

Wednesday, July 15

Wednesday, September 16

Wednesday, October 21

Wednesday, November 18

Wednesday, December 16

November 19, 2025 NVTA Agenda Item 10.3 Continued From: New





NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Laura Sanderlin, Board Secretary

(707) 259-8633 / Email: lsanderlin@nvta.ca.gov

SUBJECT: Resolution No. 25-16 Authorizing the Destruction of Certain Agency

Records

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 25-16 (Attachment 1) authorizing the disposal of certain agency records.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Staff has identified records that no longer have sufficient historical, legal, fiscal or reference value to retain in original form, and is requesting the Board of Directors authorization to dispose such records. The proposed disposal follows the NVTA's Records Retention Schedule and Policy and is consistent with Section 34090 of the Government Code of the State of California. These records are identified in the Documents for Destruction Inventory List.

FISCAL IMPACT

Is there a fiscal impact? Yes, the cost to securely shred the designated documents is under \$1,000.

<u>-</u>

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

On November 17, 2010, the Board of Directors approved Resolution No. 10-31, adopting an agency policy referencing the State's "Local Government Records Management Guidelines" as NVTA's Official Records Retention Schedule. The Records Retention Schedule provides the agency control over managing and destroying paper records.

The proposed destruction follows the Records Retention Schedule and is consistent with NVTA policy and Section 34090 of the Government Code of the State of California. Section 34090 provides for the destruction of any agency record, document, instrument, book, paper, etc., without making a copy thereof, after the same is no longer required, if done with the approval of the Board of Directors and the written consent of the Board Secretary and Legal Counsel.

<u>ALTERNATIVES</u>

Without approval, the records will not be destroyed.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

None

<u>ATTACHMENT(S)</u>

1) Resolution 25-16

RESOLUTION No. 25-16

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) AUTHORIZING THE DESTRUCTION OF CERTAIN AGENCY RECORDS AS PROVIDED BY SECTION 34090 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

WHEREAS, the retention of records is not required after a certain period of time for the effective and efficient operation of NVTA's governmental responsibilities; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any agency record which has served its purpose and is no longer required may be destroyed, providing the destruction of said records will not interfere with the services and functions of the NVTA.

NOW THEREFORE BE IT RESOLVED by the Napa Valley Transportation Authority Board of Directors as follows:

- 1. The records of the Napa Valley Transportation Authority as set forth in Exhibit "A", which is incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 of the Government Code of the State of California, and in accordance with the provisions of the Records Destruction Certificate and with the consent in writing of Legal Counsel, without further action by the Napa Valley Transportation Authority Board of Directors.
 - 2. The provisions of Section 1 above do not authorize the destruction of:
 - A. Records affecting the title to real property or liens thereon.
 - B. Court records.
 - C. Records required to be kept by statute.
 - D. Records less than two (2) years old.
 - E. The minutes, ordinances, or resolutions of the Board of Directors.
- 3. Notwithstanding the provisions of Section 2, the duplicates of records not less than two (2) years old that are no longer required are hereby authorized to be destroyed as set forth in the attached report.
- 4. The destruction of any record as provided for herein shall be by shredding or other effective method of destruction and said destruction shall be witnessed by the Board Secretary or authorized representative.

microfilm or papers.	, ,
6. This Resolution shall be in full for and adoption thereof.	orce and effect immediately upon the passage
Passed and adopted this 19th day of Nover	nber, 2025.
Mark Joseph, NVTA Chair	Ayes:
	Nays:
	Absent:
ATTEST:	
Laura Sanderlin, NVTA Board Secretary	
APPROVED:	
Osman Mufti, NVTA General Counsel	

5. The term "records" as used herein shall include document instruments, books,

Exhibit "A"

Documents for Destruction Inventory

Name:	Napa Valley Transportation Authority (NVTA)	Date:	09/23/2025
Performed By	NVTA Staff	Agency:	NVTA

Department	Document Title	Year	Financial Audit Period (if applicable)
Transit	TransDev Invoices	July 2016 – August 2018	
Engineering	Multiple – Generally Certified Payroll Reports from the Vine Trail – Oak Knoll Segment	2016	

Name: Denis & Renel	Napa Valley Transportation Authority (NVTA)	Date:	10/24/2025
Performed By	NVTA Staff	Agency:	NVTA

Department	Document Title	Year	Financial Audit Period (if applicable)
Finance	AP Files FY 17-18 Invoices	2017-2018	
Finance	FIN RFQ Proposals	2017	
Finance	Taxis Scrip Applications	2016-2017	
Finance	Taxis Scrip Applications	2016-2017	
Finance	Cooperate Joint Agreement	2008	
Finance	Vine Trail project	2015	
Finance	MTC FY 17-18 dues	FY 2017-2018	
Finance	RM2 Capital Program 2016	FY 2016	
Finance	CML- 6429 School Route Ren	FY 2016	
Finance	Cal OES Prop 1B FY 2015-2016	FY 2015-2016	
Finance	MTC 5303 SRTP	FY 2011-2017	
Finance	Deposit, 5ES, Sales	FY 2017-2018	
Finance	AP File Voucher Entry	2016-2017	

Name: Joanne	Napa Valley Transportation Authority (NVTA)	Date:	10/24/2025
Performed By Finance	NVTA Staff	Agency: NVTA	NVTA

Department	Document Title	Year	Financial Audit Period (if applicable)
Finance	AP Files A - L	FY 2017-2018	
Finance	AP Voucher Retrial Report	FY 2017-2018	
Finance	Town of Yountville Agreement P&R Agreement	FY 2012-2013	
Finance	GRBCO Building Signage	FY 2013-2014	
Finance	Mark Thomas Signs	FY 2012-2013	
Finance	Bell Bodmets Contracts	FY 2013-2014	
Finance	Town of Yountville Parking	FY 20112012	
Finance	Richard Spence and Associates	FY 2011-2012	
Finance	City of Napa Park and Ride	FY 2008-2009	
Finance	Napa City/ Dokken Eng.	FY 2009-2010	
Finance	Dokken Eng. Park and Ride	FY 2009-2010	
Finance	Playscapes Construction	FY 2011-2012	
Finance	Napa County Support Services	FY 2007-2008	
Finance	City of Napa Transit Yard	FY 2012-2013	
Finance	Gov. Delivery	FY 2009-2010	

Department	Document Title	Purpose/ Amount	Year	Financial Audit Period (if applicable)
Finance	Caltrans FTA 5311		FY 2009-2010	
Finance	FTA CA -90-Y772-00 Capital		FY 2009-2010	
Finance	Caltrans Hwy 29 04A3869		FY 2010-2011	
Finance	Caltrans 640416 5311		FY 2011-2012	
Finance	Caltrans 642103 5311		FY 2011-2012	
Finance	Caltrans 643149 5311		FY 2012-2013	
Finance	Caltrans 640608 5316		FY 2011-2012	
Finance	Caltrans MSA Reduce Air Project		FY 2007-2008	
Finance	Trancas Park and Ride Tulan Bus		FY 2007-2008	
Finance	Vine Route 11 5311		FY 2007-2008	
Finance	CalTrans Vine Route 10 5311		FY 2007-2008	
Finance	Caltrans Route 10 Operating		FY 2007-2008	
Finance	Caltrans 645003 5311		FY 2007-2008	
Finance	Caltrans 642715 5310		FY 2006-2007	
Finance	Caltrans F2A5311 F		FY 2007-2008	
Finance	Caltrans STP Contract		FY 2006-2009	
Finance	Caltrans Trancas Park and Ride 4-443		FY 2008-2011	
Finance	AP Files W-2		FY 2015-2016	

Name:	Napa Valley Transportation Authority (NVTA)	Date:	10/24/25
Performed By	NVTA Staff	Agency:	NVTA

Department	Document Title	Year	Financial Audit Period (if applicable)
Finance	AP Files Transdev – U2 Bank	2016/2017	
Finance	RFP 09-01 Napa Downtown Trolley	2009	
Finance	Legal: Nossaman LLP MV Transportation V. Veolia Transport	2010	
Finance	TDA – LTF & STA Disbursements	2015-2016	
Finance	FTA DBE Documents	2017-2019	
Finance	FTA Trans Documents	2017-2019	
Finance	RFP Professional Legal Services	2016	
Finance	Universal Building Service Contract	2017	
Finance	A Bright Idea Contract 17-11	2016	
Finance	US Bank Credit Card Statements	2016-2017	
Finance	AP Files	2016-2017	

November 19, 2025 NVTA Agenda Item 10.4 Continued From: New

Action Requested: APPROVE



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Jonathan Stanton. Associate Planner

(707) 259-8634 / Email: jstanton@nvta.ca.gov

SUBJECT: Purchase Order 25-P5116 with Tolar Manufacturing for Bus Shelters

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Purchase Order 25-P5116 (Attachment 1) to acquire eight 9' Bus Shelters and two 13' bus shelters in an amount not to exceed \$106,000.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Each year, NVTA identifies Vine Transit stops or locations to improve or repair transit facilities at. Improvements and repairs support transit ridership and create a more comfortable and enjoyable experience for transit riders. Generally, these improvements and repairs take the form of replacement or new bus shelters. NVTA procures the bus shelters and coordinates with the appropriate locality to install them throughout Napa County.

This year, five bus shelters will be replaced and five new bus shelters will be installed at locations in the City of Napa, St. Helena, and American Canyon.

FISCAL IMPACT

Is there a fiscal impact?

Yes, the purchase of the bus shelters is expected to be \$106,000 Transportation Development Act funds will be used to pay for the shelters.

Expenditure Plan	
Shelters	\$95,676
Contingency	\$10,324
Total Project Costs	\$106,000
Financing Plan	
Transportation Development Act	\$106,000

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

NVTA has identified locations where transit stop facilities need repairs or improvements and allocates funding for replacements. This year, NVTA has identified 10 locations which require bus shelter repairs or a new shelter.

This year, shelter repairs and installations span three cities:

- 3 new shelters and 1 shelter replacement in the City of Napa
- 1 new shelter and 3 shelter replacements in the City of St. Helena
- 1 new shelter and 1 shelter replacement in the City of American Canyon

NVTA utilizes an existing contract between CalACT and Tolar Manufacturing for procuring bus shelters, and many existing bus shelters at Vine Transit stops are Tolar-branded. The purchase and installation of these bus shelters would further improve Vine Transit facilities and provide more comfortable transit experiences for transit users.

ALTERNATIVES

The Board may decline to purchase 10 bus shelters at this time. This would delay the installation and replacement of aging bus shelters in the Vine Transit system.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

Providing bus shelters at transit stops improves the accessibility of transit for all users. Bus shelters reduce exposure to the elements and provide seating for people of all ages and abilities.

Goal 6: Prioritize the Maintenance and Rehabilitation of the existing system. Bus shelters are exposed to the elements and subject to general deterioration over time, and replacing them ensures Vine Transit maintains facilities in a state of good repair.

ATTACHMENT(S)

(1) Purchase Order 25-P5116

APA VALLEY TRANSPORTATION AUTHORITY Purchase

Napa Valley Transportation Authority 625 Burnell Street Napa, CA 94559

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

TOLAR MANUFACTURING 258 MARIAH CIR **CORONA, CA 92879** POC: PATRICK MERRICK 951-547-8209 PMERRICK@TOLARMFG.COM

VENDOR

Purchase Order #: 25-P5116

Date: 10/29/2025 Vendor ID: 33000

Napa Valley Transportation Authority

Bill To: Ship To:

Napa Valley Transportation Authority

ATTN: Accounts Payable

ap@nvta.ca.gov Napa, CA 94559 625 Burnell Street Rebecca Schenck, Director of Transit | 707-251-8636

Napa, CA 94559-2912 rschenck@nvta.ca.gov FOB Requested By **Ship Date** Ship Via **Buyer Terms** Tax ID 20 WEEKS **SCHENCK GROUND DEST COOMBS NET 30** 68-0471080

625 Burnell Street

QTY	Item #	Units	Description		Unit Price	Total
08	39702-00	EA	9' SEIRRA DOME ROOF ADV SHELTER		\$7,386.00	\$59,088.00
02	13ALDPM-GL	EA	13 SIERRA DOME ROOF ADV SHELTER		\$8,543.00	\$17,086.00
03	10076	EA	MAP KIOSK W/ ACRYLIC FACE		\$598.00	\$5,980.00
	MB	TA CAL	ACT 20-01 10/24 AMENDMENT REVISEI	D		

SUBTOTAL	\$82,154.00
TAX 8.75%	\$7,188.48
FREIGHT	\$4,280.00
PRO FEE	\$2,053.85
TOTAL	\$95,676.33

NOTICE OF INCLUDED TERMS AND CONDITIONS

Invoices are to be submitted electronically to NVTA, ATTN: Accounts Payable, at ap@nvta.ca.gov .

See Standard General Terms and Conditions attached.

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

ORDER AWARDED AND ISSUED BY

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

SIGNATURE AUTHORITY DATE DATE DANIELLE SCHMITZ, Executive Director

FOR INTERNAL USE ONLY

FUND APPROPRIATION:

GENERAL TERMS AND CONDITIONS

1. Compensation.

- (a) <u>Rates.</u> In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR not to exceed the total amount shown on page 1 (\$______).
- (b) <u>Expenses.</u> No travel or other expenses will be reimbursed.

2. Method of Payment.

- (a) <u>Invoices.</u> All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice which indicates CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or task completed. All claims are to be submitted to NVTA, Accounts Payable, 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov.
- 3. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent 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.
- 4. **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) <u>Workers' Compensation insurance</u>. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of 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 coverages upon request by NVTA's Risk Manager.
- (b) <u>Liability Insurance</u>. 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. <u>General Liability.</u> 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. <u>Professional Liability/Errors and Omissions.</u>
 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. <u>Comprehensive Automobile Liability Insurance.</u> 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) <u>Certificates</u>. All insurance coverages referenced in 4(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 the Executive Director prior to commencement of performance of any of CONTRACTOR's duties.

5. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or NVTA

- 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, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.
- (b) 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 if requested by the NVTA. 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.
- 6. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party by giving at least ten(10) days prior to the effective date.
- 7. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person (by e-mail) or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.
- 8. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
- 9. **Interpretation; Venue.** 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. 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.
- 10. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.
- 11. **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.
- 12. **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. By executing this Agreement, the Executive Director hereby determines in writing on behalf of NVTA that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.
- 13. **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.
- 14. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, 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.



258 Mariah Circle Corona, CA 92879 (951) 808-0081 www.tolarmfg.com info@tolarmfg.com

Quote No:	23860PM
Date:	9/24/2025
Quote Expires:	90 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer:	Project:
Jonathan Stanton	MBTA CALACT 20-
Associate Planner-Project Management	01
Napa Valley Transportation Authority	10/24 AMENDMENT
625 Burnell Street	REVISED
Napa, CA 94559	

	20 Weeks
Lead Time:	From receipt of signed written order, and all required approvals.
	Net 30 Days From Invoice
Terms:	Terms subject to change. Final terms to be determined based on credit history & bonding.

<u>Item:</u>	Qty:	Description:	Unit Price:	Ext. Price:
1	8	9' Sierra Dome Roof Advertising Shelter (39702-00) featuring: Sierra series roof perimeter, bronze twinwall polycarbonate roof panels, flat back-to-back media display kiosk with two side-hinged display doors containing 3/16" clear tempered glass, 3/8" clear tempered glass at the rear and 1/2 end wall, 4' perforated metal bench, no back, one seat delineator (12092-121), durable baked powder coat finish color RAL 9007 Grey Aluminum- Base Price \$8,332.00 delete solar (\$1,810.00), delete trash receptacle (\$480.00), add media display kiosk \$1,344.00.	\$ 7,386.00	\$ 59,088.00
2	2	13 Sierra Dome Roof Advertising Shelter (13ALDPM-GL XXXXX-XX) featuring: Sierra series roof perimeter, bronze twinwall polycarbonate roof panels, flat back-to-back media display kiosk with two side-hinged display doors containing 3/16" clear tempered glass, perforated aluminum at the rear and 1/2 end wall, 8' perforated metal bench, no back, three seat delineators (12104-121), durable baked powder coat finish color RAL 9007 Grey Aluminum- Base Price \$ 9,489.00 delete solar (\$1,810.00), delete trash receptacle (\$ 480.00), add media display kiosk \$ 1,344.00.	\$ 8,543.00	\$ 17,086.00
3	10	Map kiosk 10076-XX) with acrylic face (for glass walls)	\$ 598.00	\$ 5,980.00

APPROVED FOR PURCHASE:		
Signature:		
Print Name:		
Date:		
PO No:		

Sub-Total:			82,154.00
CalACT/		4	
CalACT/MBTA FIRM Freight:			4,280.00
CalACT/MBTA Procurement Fee (2.5%)			2,053.85
CA State Sales Tax	8.75%	\$	7,188.48
	Total:	\$	95,676.33

Pricing Notes:

- 1. In a case of discrepancy between the unit price and the extension that unit price, the unit price shall govern.
- 2. If requested, structural engineering calculations from CA licensed engineer are provided at no additional cost.
- 3. Products are shipped knock down & unassembled in bulk packaging for unloading and installation by others. Hardware boxed by unit. Installation instructions are provided.
- 4. Freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment, unless specified above.
- 5. Client provides unloading at destination, including forklift and labor as necessary.
- 6. Processing fee of 3% of total charge amount is additional and charged on all credit card payments.



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Terms:	Terms subject to change. Final terms to be determined based on credit history & bonding.

Item: Qty: Description:	Unit Price:	Ext. Price:
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Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").

- 1. Drawings and Specifications: All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.
- 2. Vendor Status: Tolar Manufacturing Company, Inc. is a vendor supplier of manufactured products; is not a subcontractor or contractor; and is not subject to retainage or liquidated damages for any reason.
- 3. Payment Terms: Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped.
- 4. Late Payment Penalty: Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.
- 5. Cancellation: If an order is cancelled by buyer after receipt of order authorization, and cancellation fee of 10% of order value may be assessed to the buyer, in addition to an the cost of materials purchased for the order, which may be invoiced to the buyer at time of cancellation.
- 6. Delivery, Title and Receipt: Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock-down and in bulk format (not packaged individually) for ease of handling and fast on-site installation. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.
- 7. Delivery Charges: Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.
- 8. Delivery Dates: Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Estimated lead times are provided in the quote. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control.
- 9. Delayed Shipment: If buyer delays shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees.
- 10. International Freight: We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.
- 11. Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.
- 12. Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.
- 13. Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 14. Governing Law, Jurisdiction and Venue: The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.
- 15. Amendment: No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee.

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Page 2 of 2	00	Initials:

November 19, 2025 NVTA Agenda Item 10.5 Continued From: New

Action Requested: APPROVE



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Dexter Cypress. Associate Planner

Dexter Cypress, Associate Planner (707) 259-8635 / Email: dcypress@nvta.ca.gov

SUBJECT: Purchase Order 25-P5117 with RIDE Mobility, LLC for Two BYD 30'

Battery Electric Buses

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director or designee to execute RIDE Master Agreement (Attachment 1) and Purchase Order 25-P5117 (Attachment 2) to acquire two (2) zero-emission battery electric BYD buses in an amount not to exceed \$2,450,000.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

In September, NVTA executed a funding agreement with the Bay Area Air District to replace Vine Transit vehicles 139 and 140 (2013 El Dorado 35-ft diesel transit buses) with two (2) battery electric BYD K7M-ER (30-Foot) buses. NVTA currently operates five BYD buses. This replacement would expand its fleet of electric buses from nineteen (19) to twenty-one (21), bringing NVTA closer to meeting the California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation requiring transit agencies to purchase 100% renewable fleets by 2030.

FISCAL IMPACT

Is there a fiscal impact? Yes, the purchase for the buses is expected to be \$2,450,000. The capital purchase and budget will be recognized in the year of delivery. Table 1 and 2 present the expenditure and financing plan accordingly.

Table 1: Expenditure Plan

RIDE Mobility	Amount
Two BYD 30'	
Battery Electric	
Buses	\$2,332,931
Contingency	\$117,068
Total	\$2,450,000

Table 2: Financing Plan

Funding Source	Amount
Air District	\$872,600
LCTOP	\$826,156
HVIP	\$312,000
TDA	\$439,244
Total	\$2,450,000

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

NVTA was awarded \$872,600 through the Bay Area Air District (BAAD) to replace two diesel buses with zero-emission BYD 30-foot electric buses. Vehicles 139 and 140 (2013 El Dorado 35-foot diesel transit buses) have met their useful life and are set for replacement in 2025. Under this funding agreement, NVTA will operate the two BYD electric buses along Routes 11 and 11X, to serve the CARB-identified environmentally disadvantaged community of Vallejo.

NVTA has had a positive experience with the five (5) BYDs currently in service and sought this funding opportunity to expand its BYD fleet from five (5) to seven (7) buses. Through the Bay Area Air District's Carl Moyer Program, NVTA was granted funds to purchase two BYDs, which are appreciated by Vine drivers and passengers alike due to their smaller profile.

This purchase would expand NVTA's electric vehicle fleet to a total of 21 battery electric buses and keep NVTA on track with Innovative Clean Transit regulations set by CARB which require 25% of NVTA's fleet purchases to be zero-emission in 2026.

<u>ALTERNATIVES</u>

The NVTA Board of Directors could decline to purchase two new electric buses at this time. This would require NVTA staff to seek alternative funding programs to replace buses 139 and 140 at a later date.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

By replacing two diesel buses with electric buses, NVTA reduces its reliance on fossil fuels and continues its shift to renewable energy sources.

ATTACHMENT(S)

- (1) RIDE Master Agreement
- (2) BYD Purchase Order NVTA 25-P5117

MASTER SUPPLY AGREEMENT FOR ELECTRIC VEHICLES OR RELATED ACCESSORIES

SELLER: BUYER:

RIDE MOBILITY LLC NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

3465 E. Foothill Blvd, 2nd Floor 625 Burnell Street

Pasadena. CA

Contact: Patrick Duan, CEO

E-mail: notices@ride.co

Contact: Rebecca Schenck, Director of Public
Transit

Napa, CA 94559

Phone: (626)770-4678 E-mail: rschenck@nvta.ca.gov

Phone: (707) 259-8636

1. <u>EQUIPMENT PURCHASE</u>. This Master Supply Agreement for Electric Vehicles or Related Accessories (the "**Agreement**") is entered by and between the Seller named above ("**Seller**") and the Buyer named above ("**Buyer**"). This Agreement shall exclusively govern all sale or transfer of Seller's equipment, related accessories, or related services ("**Equipment**") from Seller to Buyer occurring on or after the execution date of this Agreement.

2. PURCHASE ORDER.

- (a) <u>Purchase Order</u>. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Equipment pursuant to the terms and conditions in this Agreement and in each executed purchase order ("**Purchase Order**" or "**PO**"). For the avoidance of doubt, a Purchase Order is not valid unless signed by both Seller and Buyer. Nothing in this Agreement obligates Seller to sell any Equipment except to the extent set forth in an executed PO. Once the PO is executed, a party may only change the PO by executing a written and mutually signed amendment (each, a "**Change Order**").
- (b) <u>Specifications</u>. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Equipment specified in *"1. Equipment"* of each Purchase Order.
- (c) <u>Payment Terms</u>. Buyer shall pay Seller all applicable costs, fees, duties, taxes and expenses (i.e., the deposit fee, payment, and, as applicable, all other fees, duties, taxes and expenses) specified in "3. *Payment Terms*" of each Purchase Order. Buyer's prompt fulfillment of its payment obligation when due is a condition precedent to Seller's continued performance of Seller's obligation under a PO or this Agreement.
- (d) <u>Delivery Terms</u>. Seller shall deliver the Equipment to Buyer in accordance with "4. Delivery Terms" of each Purchase Order. Buyer shall have three (3) business days to inspect and reject the delivered Equipment or the delivered Equipment is deemed accepted by Buyer. Any time quoted by Seller for delivery is an estimate only. Seller is not liable for or in respect of any loss or damage arising from any delay in filling in any order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Equipment relieves Buyer of its obligations

under this Agreement, including without limitation accepting delivery of any remaining installment(s) of Equipment. Notwithstanding anything else to the contrary, Seller may make reasonable adjustments to any PO's order quantity or delivery schedule if required to protect its operations or finances.

- (e) <u>Limited Warranty</u>. The sole warranty applicable to the Equipment shall be specified in "5. Equipment and Limited Warranty" of each Purchase Order (the "**Limited Warranty**").
- 3. <u>FEES AND TAXES</u>. Buyer agrees to pay when due all fees, sales and use taxes, duties, assessments, highway use taxes, and other taxes and charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance, or sale of the Equipment, whether or not paid or payable by Seller (excluding Seller's net income, franchise, and business and occupation taxes), and shall supply Seller with proof of payment upon written demand therefore by Seller.
- 4. <u>INCENTIVES</u>. If an Equipment purchase price is paid in part or in full by anticipated or actual monies from grants, incentives, or like kind benefits ("**Incentives**"), then in the scenario where the Incentives are not successfully obtained, the applicable Equipment purchase price will be increased by an amount equal to the amount of the Incentives that were not successfully obtained.
- 5. <u>MAINTENANCE TRAINING</u>. Seller may in its sole discretion certify Buyer's designated Equipment maintenance provider to perform warranty or non-warranty repairs to the Equipment, but only upon Buyer's written approval of Seller's maintenance training service proposal, which shall contain training program price, duration, scope, and other details.
- 6. <u>REASONABLE USE</u>. Buyer agrees to use commercially reasonable efforts to: (a) keep the Equipment in a state of good repair; (b) not make any alterations to the Equipment that violate applicable law or regulation; (c) prevent the use of the Equipment in any unintended, injurious, or unlawful manner; and (d) ensure that the Equipment is not subjected to unusual, extreme, or severe operating conditions. Buyer will ensure that the Equipment is not reverse engineered, by Buyer or its representative, for the purpose of trade secret misappropriation or any other intellectual property infringement or violation.

7. LIMITATIONS.

(a) <u>Limited Warranty</u>. EXCEPT TO THE EXTENT THAT A LIMITED WARRANTY IS STATED IN A PURCHASE ORDER AND APPLICABLE TO THE EQUIPMENT, (i) SELLER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY OF ITS PARTS OR ACCESSORIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; AND (ii) WITHOUT LIMITING THE GENERALITY OF <u>SECTION 7(a)(i)</u>, THE EQUIPMENT IS BEING PURCHASED FROM SELLER ON AN "AS-IS" BASIS. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

- (b) <u>Limitation on Liability</u>. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S MAXIMUM LIABILITY, HOWEVER CAUSED, ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER THE LIABILITY ARISES FROM CONTRACT, STATUTE, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY, SHALL IN NO EVENT EXCEED ALL AMOUNTS ACTUALLY PAID BY BUYER TO SELLER FOR THE APPLICABLE PO OR SALE (OR ANY SUBPART OF THE SAME AS THE CASE MAY BE) THAT IS ACTUALLY IN DISPUTE UNDER THIS AGREEMENT.
- (c) No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, COVER, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUES, LOST BUSINESS, DAMAGE TO REPUTATION, INCREASED COSTS, OR DIMINUTION IN VALUE, WHETHER THE CLAIM IS BASED ON CONTRACT, STATUTE, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY, REGARDLESS WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 8. <u>FORCE MAJEURE</u>. If Seller is unable perform its obligations under this Agreement or an applicable Purchase Order because of an act of God or the occurrence of another event beyond its reasonable control ("Force Majeure Event"), Seller shall not be liable for any damages to Buyer arising from the Force Majeure Event, and Seller's performance obligations hereunder shall be suspended until the Force Majeure Event is over. Force Majeure Events may include flood, fire, earthquake, riot, civil unrest, changes in applicable law or regulation, embargoes, blockades, materials shortages, failures of third-party suppliers, actions by any governmental authority or consortium, national or regional emergency, pandemic, strikes, labor stoppages, slowdowns, or industrial disturbances. This Section shall not excuse Buyer's obligation to pay the purchase price or any other amounts due.
- 9. <u>LOSS AND DAMAGE</u>. Following delivery of Equipment: (a) Buyer assumes the risk of loss, including theft or destruction, and the risk of damage to the Equipment, from any and every cause whatsoever; (b) loss or damage to the Equipment, or any part thereof, shall not relieve Buyer of any obligation under this Agreement; and, (c) if any item of Equipment is damaged or destroyed in an accident or other occurrence, confiscated by any governmental authority, subjected to any tax lien, stolen, abandoned, or subjected to undue peril, and Buyer has unpaid payment obligations on the Equipment to Seller, then Buyer shall immediately notify Seller in writing within three (3) business days of such occurrence or condition.

10. DEFAULT; SELLER'S REMEDIES.

(a) Seller may declare this Agreement to be in default and terminated upon the occurrence of (i) Buyer's failure to pay when due the full amount of any payment required hereunder or under any other equipment supply or transfer agreement, lease, loan, or retail installment contract with Seller or any related entities or Buyer's default in the performance of any of the obligations or covenants hereunder or thereunder, including, without limitation, rent, duties, taxes, liens, insurance, indemnification, repair or other charge; or (ii) the making of any false or misleading statement by Buyer prior to or in connection with this Agreement.

- (b) Upon Buyer's default, (i) title to the Equipment passes to Seller, and Seller may take possession of the Equipment, and (ii) Buyer shall be liable for, and shall pay Seller upon demand, the sum of the following: (1) any payments or other amounts due and owing as of the date of default; (2) any and all commissions, fees or other amounts paid by Seller to remedy Seller's damages created as a consequence of Buyer's default (collectively, the "**Default Liability**"); and (3) any bill of material and labor costs incurred by Seller as a result of the Equipment order. In addition, Seller shall retain any deposit monies paid.
- 11. <u>BINDING ON SUCCESSORS AND PERMITTED ASSIGNS</u>. This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto. Buyer shall not be permitted to assign this Agreement, or any right granted hereunder, or to delegate the performance of any obligation hereunder, in whole or in part, without the prior written consent of Seller. Any purported assignment, grant of rights, or delegation by Buyer without such consent shall be void and of no force or effect.
- 12. <u>NOTICES</u>. All legal notices shall be sent via registered mail (with a copy sent via electronic mail) to the respective parties at the addresses set forth above, or such other address as a party may provide to the other party in writing.
- GOVERNING LAW; ARBITRATION. The laws of the State of New York, except the conflict of laws rules thereof, shall govern this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The number of arbitrator(s) shall be one (1). The place of arbitration shall be New York, New York. The arbitrator(s) shall be entitled to issue injunctive and other equitable relief. The arbitrator(s) may not consolidate claims without the consent of all parties and may not hear class or representative claims or requests for relief on behalf of others; Buyer agrees not to participate in any class or representative claims in any judicial proceeding. The arbitrator(s) must issue a well-reasoned award ("Award"). The Award must find the facts specially and state conclusions of law separately, and, in the Award, the arbitrator(s) shall not have the power to make any errors of law, render punitive, special, or consequential damages, or render any judgement that is in violation of this Agreement. The parties hereby agree that the Award rendered by the arbitrator(s) may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules") and that the Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. This Section shall survive the termination or expiration of this Agreement. The parties must attempt to resolve any the dispute through at least one compulsory non-binding professional mediation session prior to the hearing for the dispute. Any claim the Buyer has arising from or relating to this Agreement must be filed within twelve (12) months from the date Buyer learned of or should have learned of such claim or else such claim is forever waived and released. SELLER AND BUYER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH SELLER AND/OR BUYER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT.
- 14. <u>CONFIDENTIALITY</u>. The parties will comply with the terms of any nondisclosure agreement between Buyer and Seller (or affiliate of Seller) ("**NDA**"). If no such NDA exists, Buyer

and its representatives (a) will protect and keep confidential the existence of this Agreement, its terms and conditions, and any other information obtained from Seller or any of its affiliates in connection with this Agreement or related to the Equipment that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to Seller's and its affiliates' technology, customers, business plans, marketing activities, and finances), and (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations or exercising its rights under this Agreement. All such information will remain Seller's exclusive property, and Buyer will have no rights to use such information except as expressly provided herein.

15. INTELLECTUAL PROPERTY.

- (a) Buyer acknowledges and agrees that: (i) any and all Seller's intellectual property rights are the sole and exclusive property of Seller or its licensors; (ii) Buyer shall not acquire any ownership interest in any of Seller's intellectual property rights under this Agreement; (iii) any goodwill derived from the use by Buyer of Seller's intellectual property rights inures to the benefit of Seller or its licensors, as the case may be; and (iv) if Buyer acquires any intellectual property rights in or relating to any Equipment (including any rights in any trademarks, derivative works, or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the parties.
- (b) Buyer shall not: (i) take any action that might interfere with any of Seller's rights in or to Seller's intellectual property rights, including Seller's ownership or exercise thereof; (ii) challenge any right, title, or interest of Seller in or to Seller's intellectual property rights; (iii) make any claim or take any action adverse to Seller's ownership of Seller's intellectual property rights; (iv) register or apply for registrations, anywhere in the world, for Seller's trademarks (including service marks and other indicia of source) or any other trademark that is similar to Seller's trademarks or that incorporates Seller's trademarks in whole or in confusingly similar part; (v) use any mark anywhere that is confusingly similar to Seller's trademarks in whole or in confusingly similar part; (vi) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Equipment or any Seller's trademarks; (vii) misappropriate any of Seller's trademarks for use as a domain name without prior written consent from Seller; or (viii) alter, obscure or remove any Seller's trademarks, or trademark or copyright notices or any other proprietary rights notices placed on the Equipment, marketing materials or other materials that Seller may provide.
- 16. <u>HEADINGS; INTERPRETATION</u>. Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Agreement. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein to: (x) Sections refer to the Sections of this Agreement; (y) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption

or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

- 17. <u>NO THIRD-PARTY BENEFICIARIES</u>. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 18. <u>NO SET-OFF</u>. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document, law or regulation, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller or Seller's affiliates, whether relating to Seller's or its affiliates' breach or non-performance of this Agreement, any Purchase Order, any other agreement between (a) Buyer or any of its affiliates and (b) Seller or any of its affiliates, or otherwise.
- 19. <u>SEVERABILITY</u>. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.
- ENTIRE AGREEMENT; WAIVER. This Agreement and all executed POs constitute the 20. entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement or any PO shall be effective unless in writing and signed by both parties. No waiver or delayed enforcement by Seller of any obligation of Buyer under this Agreement shall be deemed a waiver of Seller's right to subsequent or other full and timely performance. The terms of this Agreement prevail over any terms or conditions contained in any other documentation and expressly exclude any of Buyer's general terms and conditions contained in any document issued by Buyer. In the event of any conflict between the terms of this Agreement and the terms of any Purchase Order, the terms of this Agreement prevail except to the extent that the Purchase Order expressly refers to and varies the conflicting provision of this Agreement. If a Purchase Order references or incorporates any document issued by Buyer, such document is referenced or incorporated solely for purposes of defining the scope, pricing, and schedule for Equipment, and any terms set forth in the body of this Agreement or the Purchase Order will supersede any contrary terms set forth in or referenced by such document.
- 21. <u>COUNTERPARTS</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SELLER:		BUYER:			
Ву:	(Signature)	Ву:	(Signature)		
Name:		Name:	Danielle Schmitz		
Title:		Title:	Executive Director		
Date:		Date:			

PURCHASE ORDER NO. JY24012025NAPA-4 (NVTA 25-P5117) BY AND BETWEEN THE SELLER AND BUYER NAMED BELOW

This Purchase Order NO. JY24012025NAPA-4 for Equipment (the "PO") is entered into by and between NAPA Valley Transit Authority having its principal executive offices at 625 Burnell Street, Napa, CA 94559 (the "Buyer"), and Ride Mobility LLC, a Delaware limited liability company, with the address of 3465 E. Foothill Blvd, 2nd Floor, Pasadena, CA ("Seller").

The effective date of this PO is on the date this PO is fully executed (the "PO Effective Date").

Purpose

Buyer and Seller are parties to that certain Master Terms & Conditions Agreement (the "MTCA"). Buyer and Seller now desire to enter into this PO under the MTCA to set forth terms and conditions specific to the purchase and sale of those certain Equipment discussed herein from Seller to Buyer. All capitalized terms not otherwise defined in this PO shall have the meanings ascribed to them in the Agreement.

Agreement

1. Equipment

- 1.1 Buyer is purchasing from Seller, the Seller's K7M-ER Bus model (each a "Unit of Equipment", all together the "Equipment") specified in this Section 1.
- 1.2 Equipment Quantity and Total Purchase Price

See attached Exhibit A - Quotation

2. Incentives

- 2.1 Government Incentives including HVIP Set-Aside ("Incentives") are managed and determined by the State of California or other applicable government entity. Incentives are not determined, controlled, or guaranteed by Seller. In the event the Buyer's incentive applications are unsuccessful, Buyer remains responsible for the full Total Purchase Price of the Equipment as set forth in this PO.
- 2.2 Buyer shall be responsible for payment of all fees and taxes regardless of the Incentives amount actually received.

3. Payment Terms

- 3.1 Buyer is responsible for completing DMV registrations and for any and all DMV costs.
- 3.2 Taxes are listed as an estimate and are typically based on the Pre-Incentive Price depending on local, state and federal requirements.
- 3.3 Buyer will remit all properly payable amounts on any invoice within thirty (30) days following the receipt of such invoice.
- 3.4 Payments may be made according to Seller's then-current payment policies, which may include electronic payment.
- 3.5 If any payment due to Seller under this PO is overdue, then Buyer shall also pay interest on the overdue portion at the rate of twenty-four (24%) percent per year from the date upon which payment became due until payment together with interest is made in full.
- 3.6 Ownership of the Equipment shall transfer from Seller to Buyer when the full payment of the Total Purchase Price and, if any, all interests owed are made.

3.7 Seller shall reserve the right to adjust the Purchase Price and charge Buyer accordingly to reflect all or a portion of the existing or hereafter levied import duties and tariffs, fees, assessments, charges, and any other taxes, however designated, related to the importation of the equipment and manufacturing supply chain.

4. Delivery Terms

- 4.1 DELIVERY LOCATION: 625 Burnell Street, Napa, CA 94559
- 4.2 DELIVERY SCHEDULE: The Equipment shall be delivered within eighteen (18) months following the later of (i) the date on which both Parties have signed off on the final specifications, or (ii) the Effective Date of this Purchase Order.
- 4.3 VEHICLE INSPECTION/ACCEPTANCE: Upon completion of the Equipment, Seller shall provide written notice to Buyer at least 2 weeks before the Equipment is ready for inspection at the RIDE Lancaster Factory (the "Inspection Notice"). Buyer shall have the right to conduct a pre-delivery inspection of the Equipment ("PDI") prior to shipment. Buyer shall have no more than three (3) business days once the Equipment is ready (the "PDI Inspection Period") to complete the inspection and notify Seller in writing of any rejection based on nonconformity with the Specifications. Equipment that are not rejected within the PDI Inspection Period will be deemed to have been accepted by Buyer ("Acceptance").

5. Equipment and Limited Warranty

RIDE BATTERY ELECTRIC VEHICLE LIMITED WARRANTY

1. Beneficiary of the Warranty; Subject of Warranty; Spatial Area of Coverage of the Warranty

RIDE Mobility LLC ("RIDE") provides the following exclusive limited product warranty for each Subject of the Warranty sold to a Customer within the Spatial Area of Coverage (this "Warranty").

"Subject of the Warranty" means the RIDE electric buses sold pursuant to the purchase and sale agreement that this Warranty is attached to.

"Customer" means the natural person or legal entity which acquires the Subject of the Warranty for the purpose of reasonable vehicular transportation uses.

"Spatial Area of Coverage" means the United States of America.

2. Term of the Warranty

The term of this Warranty for the Subject of the Warranty which RIDE provides to the Customer is stated in the chart titled "Warranty Period" as attached in Schedule 1 (hereinafter (the "Term of Product Warranty") and begins: on the date the Subject of the Warranty is delivered (the "Commencement Date"). RIDE shall have no obligation to provide warranty service for the Subject of the Warranty after the end of the Term of the Product Warranty. For the avoidance of doubt, if Schedule 1 contains multiple warranty subcategories, then RIDE shall have no obligation to provide warranty service for any subcategory after the end of that subcategory's stipulated warranty term.

3. Exclusion of Warranty

RIDE's warranty shall not cover defects or non-conformities in the Subject of the Warranty which are caused by normal wear and tear, inadequate maintenance, transportation, improper installation or storage or repair (not done by RIDE), misuse, neglect, accident or abuse, modification to the Subject of the Warranty by a third party other than RIDE or RIDE's agent approved by RIDE, failure to observe the

maintenance or operating instructions provided by RIDE. The warranty shall not apply to defects caused by external influences including unusual physical or electrical stress (power failure surges, lightning, flood, fire, accidental breakage), which are not the responsibility of RIDE. No warranty shall apply to any damages caused by goods to which the Subject of the Warranty is incorporated or installed into, or used together with, including ay parts thereof. RIDE will not honor the warranty for any Subject of Warranty: (i) that have defaced or altered VIN or odometer; (ii) that do not have clean title or designated, labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or total loss; (iii) that have been determined to be a total loss by an insurance company; or, (iv) that have been operated outside of the Spatial Area of Coverage.

RIDE shall not be liable for any inability to performance hereunder which is due to causes beyond its control, including, without limitation, strike, lockout, riot, war, crime, scarcity, fire, plague, act of God, extreme weather, natural disaster, change in law or regulation, or any governmental action or inaction.

The Subject of Warranty's battery, like all lithium-ion batteries, will experience gradual energy and power loss with time and use. The loss of battery energy or power over time or due to or resulting from battery usage is normal and natural. Subject of Warranty's driving range is an estimation only and subject to variation and change due to a variety of factors such as age, battery condition, terrain, temperature, weather, proper maintenance, driver habit, manner use, and other factors -- driving range is in no way guaranteed.

The Subject of Warranty is made from metal, and as such it may experience rust or corrosion over time arising from extreme or unexpected environmental conditions such as submersion in salt water or exposure to corrosive chemicals.

The performance of necessary repairs and parts replacement by RIDE is the exclusive remedy under this warranty. RIDE does not authorize any person or entity to create for it any other obligation or liability in connection with this warranty. The decision of whether to repair or replace a part or to use a new, reconditioned, or remanufactured part will be made by RIDE in its sole discretion.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY SUBJECT OF THE WARRANTY THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE SUBJECT OF THE WARRANTY.

IN NO EVENT SHALL RIDE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF EQUIPMENT OR LOSS OF REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, UNLESS REQUIRED BY APPLICABLE LAW (SUCH AS DELIBERATE AND GROSSLY NEGLIGENT ACTS) OR AGREED TO IN WRITING, SHALL RIDE'S MAXIMUM LIABLE UNDER THIS WARRANTY EXCEED THE SUBJECT OF WARRANTY'S PAID-UP PURCHASE PRICE AS NORMALLY AND NATURALLY DEPRECIATED OVER TIME.

4. Assertion of Warranty Claims

RIDE appoints the Customers' place of purchase as service center for receiving and processing warranty claims. Upon discovering a potential warranty claim regarding the Subject of the Warranty, the Customer must immediately submit the prospective claim in writing along with the original purchase agreement and invoice. Customer's claims regarding the warranty hereunder shall be made within 30 days after

Customer detects that the Subject of the Warranty has developed potential warranty issues.

Some jurisdictions or local governments may require that tax be collected on warranty reports. Where applicable law allows, Customer is solely responsible for the payment of these taxes.

The Customer must allow RIDE a reasonable time for completion of warranty repair or service. Upon notification by RIDE of the completion of the repair or service, the Customer must immediately pick up the Subject of Warranty at the Customer's own expense, or reasonable daily storage fees will be assessed.

5. Governing Law and Dispute Resolution

This Warranty and any disputes arising from or relating to the same shall be governed exclusively by the governing law and dispute resolution provisions stipulated in the purchase and sale agreement this warranty is attached to.

Schedule 1 - Warranty Period

STANDARD LIMITED WARRANTY

This warranty covers 100% of the material (with exception to vulnerable consumable parts, friction material), workmanship and any associated freight costs during the warranty time period identified below.

parts, friction material), workmanship and any associated freight costs during the warranty time period identified below.							
No.	Major Component & Subsystem	Description (what is covered)		nty Period occurs first) Miles			
1	Complete Bus	All parts with exception to components or subsystems noted below.	2	100,000			
2	Basic Bus Structure	Body, and body structure shall consist of the components that are mechanically fastened or adhesively bonded or glued as part of the structure.	3	150,000			
3	Exterior Paint	Requires supporting documentation of PM records.	3	150,000			
4	Chassis Structure (Integrity)	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.	12	500,000			
5	Chassis Structure (Corrosion) Corrosion C		12	500,000			
6	Propulsion System/Drive Axle	Traction Motor/s, Hub Reduction Gear Assembly, Gearbox, Gearbox Housing Assembly Requires supporting documentation of PM records.	5	250,000			
7	High-Voltage Energy Storage System	Remaining Rate of usable capacity is no less than 70% of initial usable capacity. There is no limitation on gross discharging kWh throughout warranty period.	12	Unlimited			
8	High-Voltage Components & Control System	Drive motor controller, Bidirectional inverter charge-discharge motor controller, DC and auxiliary motor controller assembly, Service plug assembly, High-voltage distribution box, High-voltage harness, 3-phase cable junction box.	5	250,000			
9	Low-Voltage Control System	Vehicle control unit, Rear auxiliary controller.	5	250,000			
10	Non-Drive Axles	Requires supporting documentation of PM records.	3	150,000			
11	<u>Defroster System</u> BYD	Defroster, PTC driver, Defroster controller.	3	150,000			
12	Air Conditioning System SongZ	Requires supporting documentation of PM records.	5	100,000			
13	<u>Door System</u> Vapor	Excluding maintenance items & items that are not covered by the OEM's warranty.	2	Unlimited			
14	Wheel Chair Lift & Ramp System Ricon	Lift and/or ramp parts and mechanical only.	2	Unlimited			
15	Brake System	Friction Material Excluded.	2	100,000			
16	Flooring	The wear layer floor coverings shall be free from defects in material.	10	Unlimited			
17	Air Compressor	Requires supporting documentation of PM records.	2	100,000			
18	Destination Sign (I/O Controls Dinex)	Requires supporting documentation of PM records.	5	Unlimited			
19	<u>Tire</u>	Requires wheel alignment records. Warranty does not apply to normal wear and tear or deterioration.	2	24,000			

All maintenance records should be retained by the owner/operator as specified by Ride preventive maintenance manual.

By signing below, the parties agree to be bound to this PO. For the avoidance of doubt, this PO constitutes a notice to proceed from Buyer to the Seller.

SELLE	R: RIDE Mobility LLC	BUYE	R: Napa Valley Transportation Authorit
Ву:		Ву:	
	(Signature)		(Signature)
Name:	Patrick Duan	Name:	Danielle Schmitz
Title:	<u>CEO</u>	Title:	Executive Director
Date:		Date:	



Quotation

DATE

9/24/2025

Quotation #

JY24012025NAPA-4

Pasadena, CA 91107

Phone: (626) 770-4678

3465 E. Foothill Blvd, 2nd Floor

Quotation Validity: Quotation valid until:

36 days * see notes. 10/30/2025

Quotation For:

NAPA Valley Transit Authority (NVTA) 625 Burnell Street, Napa, CA 94559

Prepared by:

JJ Zhang

SALES PERSON	SALES PERSON SHIP DATE		TERMS
Jason Yan	Estimated 12-18 Months After Specification Finalization	Napa, CA	NET-30

ITEM #	QTY	DESCRIPTION	UNIT PRICE (USD)	TOTAL AMOUNT (USD)		
1	2	30' BYD K7M-ER Bus (Nameplate348 kWh/ Usable 313 kWh) - Charger is not included	\$ 930,000.00	\$ 1,860,000.00		
2	2	Add-on (See Add-on Sheet)	ee Add-on Sheet) \$ 178,737.90			
3	2	Destination Cost	\$ 4,169.00	\$ 8,338.00		
4	2	Standard HVIP Incentive Amount (Up to \$156,000/bus)	\$ (156,000.00)	\$ (312,000.00)		
			Subtotal	\$ 1,913,813.80		

Estimated Tax (4.8125%)	\$ 107,117.29
Total (USD)	\$ 2,020,931.09

*NOTE:

^{1.} Applicable taxes is an estimate after AB-784 and AB-2622 (3.9375%) partial exemption and may be adjusted according to date of invoice.

^{2.} Add-ons pricing is estimated and may be adjusted after specification finalization.

^{3.} PO acceptance is needed from RIDE before PO execution.

^{4.} Seller shall reserve the right to adjust the Purchase Price and charge Buyer accordingly to reflect all or a portion of the existing or hereafter levied import duties and tariffs, fees, assessments, charges, and any other taxes, however designated, related to the importation of the equipment and manufacturing supply chain.

^{5.} INCENTIVES. If an Equipment purchase price is paid in part or in full by anticipated or actual monies from governmental grants, incentives, or like kind benefits ("Incentives"), then in the scenario where the Incentives are not successfully obtained, the applicable Equipment purchase price will be increased by an amount equal to the amount of the Incentives that were not successfully obtained.



Date 9/24/2025

Quotation # JY24012025NAPA-4

Quotation For:

NAPA Valley Transit Authority (NVTA) 625 Burnell Street, Napa, CA 94559

Quotation Valid Until: 10/30/2025

Add on List

Add on	Description	Qty per bus	Unit Price (USD)		Extended Price per Bus (USD)	
1	Exterior Mirror With Heating Function	1	\$	661.17	\$	661.17
2	Sportworks Bike Rack - Apex3 Stainless Steel - Include bike rack deployment light on dash	1	\$	5,302.02	\$	5,302.02
3	Turbo Image Bus Wrap And Decal	1	\$	15,491.52	\$	15,491.52
4	USSC (Freedman) Citipro - 3-point retractable seat belt - one-piece filler/cover provided in tracking between fixed seat floor placements	1	\$	24,939.55	\$	24,939.55
5	TSI Camera System - X-DMR8; 8 cameras	1	\$	19,928.57	\$	19,928.57
6	Motorola Radio - XPR5350 (2yr warranty)	1	\$	3,975.80	\$	3,975.80
7	Syncromatics ITS	1	\$	34,898.95	\$	34,898.95
8	Hubodometer	1	\$	509.23	\$	509.23
9	Passenger USB Ports - 13 USB	1	\$	1,449.68	\$	1,449.68
10	Parcel/Luggage Rack	1	\$	5,005.39	\$	5,005.39
11	Driver Barriers - Bentech	1	\$	11,510.38	\$	11,510.38
12	Additional 6" round mirror on front door header	1	\$	179.22	\$	179.22
13	Q'pod 3-point system on S/S - Additional floor restraint needed on C/S	1	Included in Passenger Seating			Included in senger Seating
14	Silent Alarm Switch	1	\$	351.12	\$	351.12
15	Ambient Light Detection and Adjustment for Destination Sign	1		Included		Included
16	UTA: Model - 30 APC CPU (w/WLAN+GPS)	1	\$	10,354.61	\$	10,354.61
17	Schedule Rack x2	1	\$	543.42	\$	543.42
18	Clipper System - Pre-wire	1	\$	6,468.00	\$	6,468.00
19	Genfare 41' Fastfare Farebox	1	\$	36,969.27	\$	36,969.27
20	Destination Signs: Change from I/O Control to Hanover	1	\$	200.00	\$	200.00
			TOI	TAL (USD)	\$	178,737.90

November 19, 2025 NVTA Agenda Item 10.6 Continued From: New

Action Requested: APPROVE



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Rebecca Schenck, Director Public Transit

(707) 259-8636 / Email: <u>rschenck@nvta.ca.gov</u>

SUBJECT: Purchase Order 25-P5087 with ChargePoint Inc. for three years of

software, reporting and maintenance for all NVTA owned stations

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and allow for minor modifications to Purchase Order 25-P5087 (Attachment 1) with ChargePoint Inc. for software, reporting and maintenance. The services will be billed annually for \$47,230 over three years in an amount not-to-exceed (NTE) \$154,090.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

For the last 14 years, NVTA has installed chargers in the Napa Valley to increase its charging network footprint for the public and Vine buses. NVTA now owns 33 chargers. Some of the chargers have two ports which allows up to 47 privately owned vehicles to charge at the Redwood Park and Ride, Imola Park and Ride, Yountville Park and Ride, and Soscol Gateway Transit Center. The Bus Maintenance Facility has both public charging as well as stations for buses while the Yountville Corporation Yard and St Helena Corporation Yard are dedicated to bus charging. This purchase order with ChargePoint will provide software, reporting and maintenance through June 2028 on all stations on the same renewal schedule.

FISCAL IMPACT

Is there a fiscal impact? Yes.

This is budgeted under the Operational Expenses: Maintenance-software. The annual budget of \$47,230 will be placed in each budgetary year for the next three (3) years. Transportation Development Act funds have been identified to pay for the service. The total NTE amount of \$154,090 includes estimated taxes at 8.75% rate.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

NVTA first purchased ChargePoint chargers for the Redwood Park and Ride and entered into a Master Services Agreement for those initial units. Since then, NVTA has continued to expand its charging infrastructure almost every year. Because of their proven reliability and strong performance record, ChargePoint has emerged as one of California's leading providers of electric vehicle chargers.

By standardizing the charging infrastructure, NVTA benefits from a consistent set of parts, streamlined maintenance, and the ability to track electricity usage across all chargers through a single online platform. The system also allows NVTA to remotely adjust customer fees and receive all charging revenues from one vendor.

This purchase order will ensure that all NVTA charging stations remain operational and capable of providing the data required for reporting to funding agencies.

ALTERNATIVES

Without an approval, NVTA will not be able to track usage, program hours or collect payments for charging personal vehicles in a consistent, efficient manner. Additionally, NVTA would have to contract with multiple vendors for maintenance of the chargers so that they are always operational for use.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

ChargePoint chargers allow the general public and riders of public transit to get to their destinations using electricity as a power source instead of diesel or gasoline.

ATTACHMENT(S)

(1) Purchase Order 25-P5087



Napa Valley Transportation Authority 625 Burnell Street Napa, CA 94559

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

Purchase

VENDOR

CHARGEPOINT INC. 240 EAST HACIENDA AVE CAMPBELL, CA 95008

JOHN STEPHEN AYUDTOD Johnstephen.ayudtod@ext.chargepoint.com Purchase Order #: 25-P5087

Date: 10/30/2025 Vendor ID: 34419

Napa Valley Transportation Authority

Bill To: Ship To:

Napa Valley Transportation Authority

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

625 Burnell Street Rebecca Schenck | 707-259-8636

Napa, CA 94559-2912 rschenck@nvta.ca.gov

SCHENCK		S	hip Date	Ship Via	FOB	Buyer	Terms	Tax ID
		SEE BELOW			COOMBS		NET 30	68-0471080
QTY	Item	ı #	Units	Descri	ption		Unit Price	Total
03			YR	3-YR AGREEMENT B	ILLED ANNUALLY		\$47,230	\$141,690.00
				RENEWAL PERIOD E	NDS 6/1/2028			
				ATTACHED QUOTE:	Q-587527-1			
							SUBTOTAL	\$141,690.00
							EST TAXES	\$12,400.00
							SHIPPING	N/A
NOTICE (OF INC	LUD	ED TERI	MS AND CONDITIO	DNS		TOTAL	\$154,090.00

Invoices are to be **submitted electronically** to NVTA, ATTN: Accounts Payable, at **ap@nvta.ca.gov**. Please identify taxable line items on invoice.

See Standard General Terms and Conditions attached.

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

ORDER AWARDED AND ISSUED BY

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

VENDOR SIGNATURE AUTHORITY DATE Danielle Schmitz, Executive Director Date

FOR INTERNAL USE ONLY

FUND APPROPRIATION: TDA - Maintenance Software

GENERAL TERMS AND CONDITIONS

1. Compensation.

- (a) <u>Rates.</u> In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR not to exceed the total amount shown on page 1 (\$______).
- (b) <u>Expenses.</u> No travel or other expenses will be reimbursed.

2. Method of Payment.

- (a) <u>Invoices.</u> All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice which indicates CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or task completed. All claims are to be submitted to NVTA, Accounts Payable, 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov.
- 3. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent 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.
- 4. **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) <u>Workers' Compensation insurance</u>. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of 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 coverages upon request by NVTA's Risk Manager.
- (b) <u>Liability Insurance</u>. 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. <u>General Liability.</u> 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. <u>Professional Liability/Errors and Omissions.</u>
 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. <u>Comprehensive Automobile Liability Insurance.</u> 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) <u>Certificates</u>. All insurance coverages referenced in 4(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 the Executive Director prior to commencement of performance of any of CONTRACTOR's duties.

Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or NVTA

- 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, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.
- (b) 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 if requested by the NVTA. 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.
- 6. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party by giving at least ten(10) days prior to the effective date.
- 7. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person (by e-mail) or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.
- 8. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
- 9. **Interpretation; Venue.** 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. 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.
- 10. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.
- 11. **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.
- 12. **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. By executing this Agreement, the Executive Director hereby determines in writing on behalf of NVTA that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.
- 13. **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.
- 14. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, 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.



Quotation

ChargePoint, Inc.
Driving a Better Way™
chargepoint.com

Sales Representative: John Stephen Ayudtod **E-Mail:** johnstephen.ayudtod@ext.chargepoint.com

Telephone:

Quote Number: Q-587527-1 Date: 10/30/2025

Expires On: 11/22/2025

ChargePoint Org Name: Napa Valley Transportation

Authority

Primary Contact: ChargePoint Org: ORG00481

ChargePoint Cloud Plans									
Product Name	Product Description	Quantity	End Date	Total Price (USD)					
CPCLD- COMMERCIAL-REN	Prepaid coterminous renewal Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	20.0	06/01/2028	17,040.00					
CPCLD-ENTERPRISE- DC-REN	Coterminous renewal, Enterprise Cloud Plan subscription with advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	7.0	06/01/2028	19,980.00					
CPCLD-FLEETENT- DC-REN	Coterminous renewal, Fleet Enterprise Cloud Plan. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	7.0	06/01/2028	10,730.00					

ChargePoint Assure Maintenance and Management										
Product Name	Product Description	Quantity	End Date	Total Price (USD)						
CT4000-ASSURE-REN	Prepaid coterminous renewal of ChargePoint Assure for CT4000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	11.0	06/01/2028	14,650.00						
CPE250-ASSURE-REN	Prepaid coterminous renewal of ChargePoint Assure for CPE250 stations. Includes Parts and Labor Warranty, Remote Technical	7.0	06/01/2028	40,450.00						



	Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.		
EXPP-PL1000- DUAL-ASSURE-2	2 prepaid years of ChargePoint Assure for the Express Plus Power Link 1000 dual cable dispenser. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	4.0	11,280.00
EXPP-BLOCK-ASSURE-2	2 prepaid years of ChargePoint Assure for Express Plus Power Block. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2.0	27,560.00

Total: USD 141,690.00

Multi Year Agreement to be Billed Annually Billed Annually for \$47,230 plus tax per invoice Annual Billing Year 1= \$47,230 Year 2 =\$47,230 Year 3 =\$47,230



Quote Acceptance

- + All invoices are: Net 30 days or prepaid.
- + The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
- + All pricing confidential between Customer and ChargePoint.
- + Prices do not include tax where applicable. This quote is subject to sales tax based on the state or province in which the goods or services will be delivered. Sales tax will be included at time of invoice and is non-negotiable.
- + Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
- + Customer to be invoiced at time of shipment
- + Additional purchase terms and conditions can be found at http://www.chargepoint.com/termsandconditions
- + Additional terms and conditions for ChargePoint Assure can be found at http://www.chargepoint.com/legal/assure

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Signature:	Accounts Payable Contact Name:	
Name (Print):	Accounts Payable Contact E-Mail:	
Title:	Bill To Details:	
Date:		
	Bill to Company Name:	
	Street:	
	City:	
	State:	Postal Code:
	Country:	



Renewal Details

Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
NVTA / BMF OPS 1	241741036252	101 Sheehy Ct Napa California 94558	CPCLD- COMMERCIAL-REN	TKN1746776367464	08/06/2026	06/01/2028	670.00
NVTA / BMF OPS 1	241741036252	101 Sheehy Ct Napa California 94558	CPCLD- COMMERCIAL-REN	TKN1746776367463	08/06/2026	06/01/2028	670.00
NVTA / BMF OPS 2	241741036110	101 Sheehy Ct Napa California 94558	CPCLD- COMMERCIAL-REN	TKN1746776367466	08/06/2026	06/01/2028	670.00
NVTA / BMF OPS 2	241741036110	101 Sheehy Ct Napa California 94558	CPCLD- COMMERCIAL-REN	TKN1746776367465	08/06/2026	06/01/2028	670.00
NVTA / BMF OPS 3	233541194037	101 Sheehy Ct Napa California 94558	CPCLD- COMMERCIAL-REN	TKN1746776367467	08/06/2026	06/01/2028	670.00
NVTA / BMF OPS 4	233541194038	101 Sheehy Ct Napa California 94558	CPCLD- COMMERCIAL-REN	TKN1746776367468	08/06/2026	06/01/2028	670.00
NVTA / BMF OPS 5	241741036260	101 Sheehy Ct Napa California 94558	CPCLD- COMMERCIAL-REN	TKN1746776367470	08/06/2026	06/01/2028	670.00
NVTA / BMF OPS 5	241741036260	101 Sheehy Ct Napa California 94558	CPCLD- COMMERCIAL-REN	TKN1746776367469	08/06/2026	06/01/2028	670.00
NVTA / JACKSON ST YARD	222214004270	720 Jackson St Napa California 94559	CPCLD- ENTERPRISE- DC-REN	REN1752218026829	01/25/2026	06/01/2028	2,760.00
NVTA / SHEEHY CRT 10	225215208523	101 Sheehy Ct Napa California 94558	CPCLD-FLEETENT- DC-REN	TKN1738371350435	04/29/2027	06/01/2028	1,040.00
NVTA / SHEEHY CRT 11	225215208525	101 Sheehy Ct Napa California 94558	CPCLD-FLEETENT- DC-REN	TKN1738371350434	04/29/2027	06/01/2028	1,040.00
NVTA / SHEEHY CRT 4 PL	225215208521	101 Sheehy Court Napa California 94558	CPCLD- ENTERPRISE- DC-REN	REN1752218026830	01/25/2026	06/01/2028	2,760.00
NVTA / SHEEHY CRT 5 PL	225015207687	101 Sheehy Court Napa California 94558	CPCLD- ENTERPRISE- DC-REN	REN1752218026834	01/25/2026	06/01/2028	2,760.00
NVTA / SHEEHY CRT 8	225315209163	101 Sheehy Ct Napa California 94558	CPCLD-FLEETENT- DC-REN	TKN1738371350432	04/29/2027	06/01/2028	1,040.00
NVTA / SHEEHY CRT 9	225315209168	101 Sheehy Ct Napa California 94558	CPCLD-FLEETENT- DC-REN	TKN1738371350431	04/29/2027	06/01/2028	1,040.00
NVTA / SHEEHY CRT. 1	222114003714	101 Sheehy Court Napa California 94558	CPCLD-FLEETENT- DC-REN	REN1752218026817	01/24/2026	06/01/2028	2,190.00
NVTA / SHEEHY CRT. 2	214115015325	101 Sheehy Ct Napa California 94558	CPCLD-FLEETENT- DC-REN	REN1752218026814	01/24/2026	06/01/2028	2,190.00



NIV/TA /	004745000740	404 Ob b	ODOLD ELECTENT	DENIA750040000040	04/04/0000	00/04/0000	0.400.00
NVTA / SHEEHY CRT. 3	231715006718	101 Sheehy Court Napa California 94558	CPCLD-FLEETENT- DC-REN	REN1752218026812	01/24/2026	06/01/2028	2,190.00
NVTA / ST HELENA YARD1	214215015665	1401 Charter Oak Ave St. Helena California 94574	CPCLD- ENTERPRISE- DC-REN	REN1752218026828	10/16/2025	06/01/2028	3,090.00
NVTA / ST HELENA YARD2	214315016333	1401 Charter Oak Ave St. Helena California 94574	CPCLD- ENTERPRISE- DC-REN	REN1752218026819	10/16/2025	06/01/2028	3,090.00
NVTA / STATION 01	142241005116	625 Burnell St Rear of building - Back lot Napa California 94559	CPCLD- COMMERCIAL-REN	REN1752218026822	06/11/2025	06/01/2028	1,060.00
NVTA / STATION 01	142241005116	625 Burnell St Rear of building - Back lot Napa California 94559	CPCLD- COMMERCIAL-REN	REN1752218026837	06/11/2025	06/01/2028	1,060.00
NVTA / STATION 02	142141005085	625 Burnell St Rear of building - back lot Napa California 94559	CPCLD- COMMERCIAL-REN	REN1752218026805	06/11/2025	06/01/2028	1,060.00
NVTA / STATION 02	142141005085	625 Burnell St Rear of building - back lot Napa California 94559	CPCLD- COMMERCIAL-REN	REN1752218026836	06/11/2025	06/01/2028	1,060.00
NVTA / STATION 03	134541002535	625 Burnell St Rear of building - back lot Napa California 94559	CPCLD- COMMERCIAL-REN	REN1752218026823	06/11/2025	06/01/2028	1,060.00
NVTA / STATION 03	134541002535	625 Burnell St Rear of building - back lot Napa California 94559	CPCLD- COMMERCIAL-REN	REN1752218026809	06/11/2025	06/01/2028	1,060.00
NVTA / TRANCAS PNR 1	210241001333	2000 Redwood Rd Solano ave Napa California 94558	CPCLD- COMMERCIAL-REN	REN1752218026820	03/03/2026	06/01/2028	800.00
NVTA / TRANCAS PNR 1	210241001333	2000 Redwood Rd Solano ave Napa California 94558	CPCLD- COMMERCIAL-REN	REN1752218026821	03/03/2026	06/01/2028	800.00
NVTA / TRANCAS PNR 2	210241001239	2000 Redwood Rd Solano ave Napa California 94558	CPCLD- COMMERCIAL-REN	REN1752218026808	03/03/2026	06/01/2028	800.00
NVTA / TRANCAS PNR 2	210241001239	2000 Redwood Rd Solano ave Napa California 94558	CPCLD- COMMERCIAL-REN	REN1752218026824	03/03/2026	06/01/2028	800.00
NVTA / YOUNTVILLE PNR	142741005591	Napa Valley Vine Trail Trailhead at Veterans HomeCalifornia Dr Yountville California 94599	CPCLD- COMMERCIAL-REN	REN1590521663533	06/11/2025	06/01/2028	1,060.00
NVTA / YOUNTVILLE PNR	142741005591	Napa Valley Vine Trail Trailhead at Veterans HomeCalifornia Dr Yountville California 94599	CPCLD- COMMERCIAL-REN	REN1752218026802	06/11/2025	06/01/2028	1,060.00
NVTA / YVILLE YARD 1	214115015321	7501 Solano Ave Yountville California 94599	CPCLD- ENTERPRISE- DC-REN	REN1752218026835	01/25/2026	06/01/2028	2,760.00
NVTA / YVILLE YARD 2	214115015308	7501 Solano Ave Yountville California 94599	CPCLD- ENTERPRISE- DC-REN	REN1752218026818	01/25/2026	06/01/2028	2,760.00



Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
NVTA / BMF OPS 1	241741036252	101 Sheehy Ct Napa California 94558	CT4000- ASSURE-REN	XSJ1746776367472	08/06/2026	06/01/2028	1,150.00
NVTA / BMF OPS 2	241741036110	101 Sheehy Ct Napa California 94558	CT4000- ASSURE-REN	XSJ1746776367473	08/06/2026	06/01/2028	1,150.00
NVTA / BMF OPS 3	233541194037	101 Sheehy Ct Napa California 94558	CT4000- ASSURE-REN	XSJ1746776367471	08/06/2026	06/01/2028	1,150.00
NVTA / BMF OPS 4	233541194038	101 Sheehy Ct Napa California 94558	CT4000- ASSURE-REN	XSJ1746776367474	08/06/2026	06/01/2028	1,150.00
NVTA / BMF OPS 5	241741036260	101 Sheehy Ct Napa California 94558	CT4000- ASSURE-REN	XSJ1746776367475	08/06/2026	06/01/2028	1,150.00
NVTA / JACKSON ST YARD	222214004270	720 Jackson St Napa California 94559	CPE250- ASSURE-REN	RXSJ1752218026832	10/16/2025	06/01/2028	6,230.00
NVTA / SHEEHY CRT. 1	222114003714	101 Sheehy Court Napa California 94558	CPE250- ASSURE-REN	XSJ1698416002121	01/24/2026	06/01/2028	5,660.00
NVTA / SHEEHY CRT. 3	231715006718	101 Sheehy Court Napa California 94558	CPE250- ASSURE-REN	RXSJ1752218026807	03/07/2026	06/01/2028	5,380.00
NVTA / ST HELENA YARD1	214215015665	1401 Charter Oak Ave St. Helena California 94574	CPE250- ASSURE-REN	RXSJ1752218026803	10/16/2025	06/01/2028	6,230.00
NVTA / ST HELENA YARD2	214315016333	1401 Charter Oak Ave St. Helena California 94574	CPE250- ASSURE-REN	RXSJ1752218026827	01/25/2026	06/01/2028	5,650.00
NVTA / STATION 01	142241005116	625 Burnell St Rear of building - Back lot Napa California 94559	CT4000- ASSURE-REN	RXSJ1752218026816	05/25/2025	06/01/2028	1,550.00
NVTA / STATION 02	142141005085	625 Burnell St Rear of building - back lot Napa California 94559	CT4000- ASSURE-REN	RXSJ1752218026815	05/25/2025	06/01/2028	1,550.00
NVTA / STATION 03	134541002535	625 Burnell St Rear of building - back lot Napa California 94559	CT4000- ASSURE-REN	RXSJ1752218026833	05/25/2025	06/01/2028	1,550.00
NVTA / TRANCAS PNR 1	210241001333	2000 Redwood Rd Solano ave Napa California 94558	CT4000- ASSURE-REN	RXSJ1752218026811	03/03/2026	06/01/2028	1,350.00
NVTA / TRANCAS PNR 2	210241001239	2000 Redwood Rd Solano ave Napa California 94558	CT4000- ASSURE-REN	RXSJ1752218026813	03/03/2026	06/01/2028	1,350.00
NVTA / YOUNTVILLE PNR	142741005591	Napa Valley Vine Trail Trailhead at Veterans HomeCalifornia Dr Yountville California 94599	CT4000- ASSURE-REN	RXSJ1752218026804	05/25/2025	06/01/2028	1,550.00



NVTA / YVILLE YARD 1	214115015321	7501 Solano Ave Yountville California 94599	CPE250- ASSURE-REN	RXSJ1752218026826	01/25/2026	06/01/2028	5,650.00
NVTA / YVILLE YARD 2	214115015308	7501 Solano Ave Yountville California 94599	CPE250- ASSURE-REN	RXSJ1752218026839	01/25/2026	06/01/2028	5,650.00

Station Name	Station S/N	Station Location	Product Name	Product Description	Current Expiration Date	New Expiration Date	Price (USD)
NVTA / POWER BLOCK 3	232915112665	103 Sheehy Court Napa California 94558	EXPP-BLOCK- ASSURE-2	2 prepaid years of ChargePoint Assure for EXPP-BLOCK. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	01/24/2026		13,780.00
NVTA / POWER BLOCK 4	232915112650	101 Sheehy Court Napa California 94558	EXPP-BLOCK- ASSURE-2	2 prepaid years of ChargePoint Assure for EXPP-BLOCK. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	01/24/2026		13,780.00
NVTA / SHEEHY CRT 4 PL	225215208521	101 Sheehy Court Napa California 94558	EXPP-PL1000- DUAL-ASSURE-2	2 prepaid years of ChargePoint Assure for the Dual Cable EXPP-PL1000. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	01/24/2026		2,820.00
NVTA / SHEEHY CRT 5 PL	225015207687	101 Sheehy Court Napa California 94558	EXPP-PL1000- DUAL-ASSURE-2	2 prepaid years of ChargePoint Assure for the Dual Cable EXPP-PL1000. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	01/24/2026		2,820.00
NVTA / SHEEHY CRT 6 PL	225215208519	101 Sheehy Court Napa California 94558	EXPP-PL1000- DUAL-ASSURE-2	2 prepaid years of ChargePoint Assure for the Dual Cable EXPP-PL1000. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	01/24/2026		2,820.00
NVTA / SHEEHY CRT 7 PL	232015205641	101 Sheehy Court Napa California 94558	EXPP-PL1000- DUAL-ASSURE-2	2 prepaid years of ChargePoint Assure for the Dual Cable EXPP-PL1000. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	01/24/2026		2,820.00

November 19, 2025 Agenda Item 10.7

Continued From: February 19, 2025
Action Requested: APPROVE



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Libby Payan, Senior Program Planner/Administrator

(707) 259-8782 / Email: lpayan@nvta.ca.gov

SUBJECT: Amendment No. 1 to Purchase Order 25-P5039 with Cubic

Transportation Systems for installation of the Clipper fare payment

system

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 1 Purchase Order 25-P5039 (Attachment 1) with Cubic Transportation Systems (Cubic) for completing the pre-wiring and installation of the Clipper fare payment system, in an amount not to exceed \$313,279.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

At the February 19, 2025, NVTA Board of Directors Meeting, Purchase Order (PO) 25-P5039 for \$294,407 was approved and executed, authorizing the payment to Cubic Transportation Systems (Cubic) to prewire and install Clipper fare payment system equipment on buses that were delivered to NVTA in the Spring and Summer of 2025. During the installs, Cubic discovered that the original PO did not include the tax on the equipment and hardware. Amendment No. 1 covers the cost of tax, increasing the total PO amount by \$18,872, to a new total amount of \$313,279.

FISCAL IMPACT

Yes, up to \$18,872 for the cost to cover taxes on the Clipper fare payment system hardware and equipment that was installed on new buses. Transportation Development Act funds will pay for these costs.

This is budgeted under the Transit Equipment Upgrades item with a total budget of \$400,000.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

Clipper is the Bay Area's all in one transit card accepted by all Bay Area public transit systems. The Clipper Program started in 2009, allowing one seamless payment system to be used across Bay Area transit agencies. NVTA has participated since its inception and is participating in the current Clipper hardware update along with the other transit agencies in the Bay Area. These upgrades were executed as part of a larger contract administered through the Metropolitan Transportation Commission. There have been multiple Memorandum of Understandings (MOUs) between MTC and transit system operators. The most recent major MOU change was in 2022, which enabled the installation and operation of a new account-based Clipper system, known as the "Clipper Next Generation System." Under this MOU new Clipper Hardware was installed on all NVTA buses in 2023. All bus purchases made after 2023 requires NVTA to directly enter into contract with Cubic to install new Clipper Hardware.

NVTA has worked to upgrade its bus fleet, with purchases of four (4) new VineGo vehicles, two (2) Calistoga shuttles and fourteen (14) electric Gillig fixed route buses. At the February 19, 2025 NVTA Board of Directors Meeting, Purchase Order (PO) 25-P5039 was approved and executed, authorizing the payment to Cubic Transportation Systems (Cubic) to remove Clipper validators installed in 2023 from buses that NVTA retired and install the equipment on new buses and perform prewiring and installation work on brand new Clipper validators on buses that were delivered to NVTA in the Spring and Summer of 2025. During the scheduling of the installation of equipment, Cubic discovered that the original PO did not include the tax on the equipment and hardware. After meeting with Cubic and discussing the shortfall in funding, NVTA agreed to cover the cost of the tax, which is covered in Amendment 1. This brings the new total PO amount to \$313,279.

ALTERNATIVES

Without the purchase, the Clipper system on Vine buses will not be operational.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Clipper is used on transit systems throughout the Bay Area and creates a seamless transfer between systems, making riding transit easier and more inviting. Having a single fare card encourages modal shift from single occupancy vehicles to using transit.

ATTACHMENT

1) Amendment No 1 to Purchase Order 25-P5039



Purchase Order

Napa Valley Transportation Authority 625 Burnell Street Napa, CA 94559

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

CUBIC TRANSPORTATION SYSTEMS 1800 SUTTER, SUITE #900 CONCORD,C A 94520 Kevin Park, Project Manager Kevin.park@cubic.com | 858.505.2287 Purchase Order #: 25-P5039
Date: 10/29/2025
Vendor ID: 39207

MODIFICATION NO. 1

Bill To:

Napa Valley Transportation Authority (NVTA) ATTN: Accounts Payable | ap@nvta.ca.gov 625 Burnell Street Napa, CA 94559 T 707.253.4688 | F 707.259.8638 Ship To:

VINE TRANSIT MAINTENANCE FACILITY
96 & 101 Sheehy Court
Napa, CA 94559
David Zenteno, Maintenance Manager
david.zenteno@transdev.com | 707.251.1098

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
PAYAN	ATTACHED	-	DEST	COOMBS	NET 30	68-0471080

QTY	Item #	UOI	Description	Discount	Taxable	Unit Price	Total
09		EA	OB VALIDATOR (SPARES W/O PREWIRING)		NO	1,094	9,846
09		EA	BUS CELLULAR COMMUNICATIONS DEVICE		NO	1,750	15,750
25		EA	NEW, OB VALIDATOR		NO	6,726	168,150
11		EA	EXTERNAL COMMUNICATIONS DEVICE		NO	9,151	100,661
			1: Add Tax in the 2.10 increasing the total				
	from \$294	, 407 t	o \$313,279.10.				

NOTICE OF INCLUDED TERMS AND CONDITIONS (This purchase order is a federally funded contract and as such, certain mandatory terms and conditions apply to this purchase order. These provisions include, **but are not limited to** the provisions of Buy America 49 U.S.C. §5323 (j), 49 C.F.R. Part 661; Cargo Preference 46 U.S.C. § 55305, 46 C.F.R. Part 381; Fly America 49 U.S.C. § 40118, 41 C.F.R. §§ 301-10.131 through 301-10.143; Bus Testing 49 C.F.R. Part 665; U.S. DOT Third Party Procurement Regulations 49 C.F.R. §18.36 or 40 C.F.R. §§19.40 through 19.48, FTA Circular 4220.1F (including all mandated terms and conditions contained in Appendix D-4) and FTA Master Agreement FTA MA(31).

Subtotal \$294,407

Tax \$18,872.10

Ship \$ excl

Misc \$ -0
TOTAL \$313,279.10

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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

ORDER AWARDED AND ISSUED BY

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

DENIS DEWAN, CONTRACTS MANAGER

DATE

DANIELLE SCHMITZ, EXECUTIVE DIRECTOR DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: TDA/Transit Equipment Upgrades

GENERAL TERMS AND CONDITIONS

1. Compensation.

- (a) <u>Rates.</u> In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR not to exceed the total amount shown on page 1 (\$\sigma_{313,279.10}\).
- (b) <u>Expenses.</u> No travel or other expenses will be reimbursed.

2. Method of Payment.

- (a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice which indicates CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, or task completed. All claims are to be submitted to NVTA, Accounts Payable, 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov.
- 3. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent 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.
- 4. **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) <u>Workers' Compensation insurance</u>. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of 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 coverages upon request by NVTA's Risk Manager.
- (b) <u>Liability Insurance.</u> 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. <u>General Liability.</u> 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. <u>Professional Liability/Errors and Omissions.</u> If professional services are rendered by CONTRACTOR, 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. If automobiles are used for the services rendered by CONTRACTOR, 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) <u>Certificates</u>. All insurance coverages referenced in 4(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 the Executive Director prior to commencement of performance of any of CONTRACTOR's duties.

5. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or

its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) 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 if requested by the NVTA. 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.

- 6. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party by giving at least ten (10) days prior to the effective date.
- 7. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person (by email: ap@nvta.ca.govl) or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.
- 8. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
- 9. **Interpretation; Venue.** 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. 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.
- 10. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.
- 11. **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.
- 12. **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. By executing this Agreement, the Executive Director hereby determines in writing on behalf of NVTA that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the Political Reform Act form 700 disclosure obligations of section 87100 et seq.
- 13. **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.
- 14. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, 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. **CUBIC ADDITION**: "These terms prevail over any terms or conditions contained in any other documentation and expressly exclude

GENERAL TERMS AND CONDITIONS

any of Contractor's general terms and conditions of sale, any terms in any other document issued by Contractor in connection with this Agreement and/or which may be implied by trade, custom, practice, or course of dealing, except that this Agreement is governed by the terms and conditions of the NEXT GENERATION CLIPPER REGIONAL TRANSIT FARE PAYMENT SYSTEM INTEGRATOR CONTRACT dated February 22, 2024, as amended ("Clipper Agreement"). To the extent the terms of this Agreement conflict with the Clipper Agreement, the terms of this Agreement will prevail.



17 October 2025 0468-2510-DD

Libby Payan NVTA 625 Burnell St Napa, CA 94559

Re: Withdrawal and Resubmit - Request for Additional Clipper2 Equipment

Ref: 0462-2509-DD

Ms. Payan,

Cubic Transportation Systems, Inc. hereby officially the Request for Additional Clipper2 Equipment, submitted on 11 September 2025 with the above referenced letter, and hereby submits the revised request.

Scope:

Six (6) singles door vehicles w/o Prewire; Two (2) Galval, Four (4) Ford

- Labor cost for Installation of 6 (six) Communication Devices
- Labor cost for Installation of 6 (six) Onboard Validators (OBVs)

Fourteen (14) Gillig w/o Prewire two (2) OBVs per vehicle

- Procurement and Installation of 11 (eleven) Communication Devices
- Procurement and Installation of 25 (twenty-five) OBVs
- Labor cost for Installation of 3 (three) Communication Devices
- Labor cost for Installation of 3 (three) OBVs

According to Change Order 11, C2 Equipment and Task Price Schedule, prices for the installation and commissioning of the OBVs and Communication devices are as follows:

OBV Relocation: \$1,094 / unit x 6 units = \$6,564

Router/Antenna Relocation: \$1,750/ unit x 6 units = \$10,500

According to Change Order 11, prices for procurement, installation and commissioning of the OBVs and Communication Devices are as follows:

25 (twenty-five) OBVs x \$6,726.00 = \$168,150

11 (eleven) Router Kits x \$9,151 = \$100,661

3 (three) OBV Relocation: \$1,094 / unit x 3 units = \$3,282

3 (three) Router/Antenna Relocation: \$1,750/ unit x 3 units = \$5,250

\$116,411 (Price for Router relocation/commissioning) + \$177,996 (OBV relocation/commissioning) = \$294,407 + approximate tax of \$18,872.10

Total: \$313,279.10

Attachment 1

Revised C2 SI Contract Attachment C-8 Payment Form for Equipment

		20		9	-	8	Pr	Prices for Future Orders	are Orders				200	
Item	Price Per Unit	Estimated Implementation Quantity	Price Per Unit	Total Price for Estimated Implementation Quantity	Estimated Maximum Implementation Quantities	nin U 194 sair q	Total Price for Estimated Maximum Implementation Quantities	Small Order	Price Per Unit	Medium Order	Price Per Unit	Large Order	Price Per Unit	Per Year Escalation 96
Installation of Device from Spares Pool at location with pre-wiring				0										
Operator Control Unit	N/A - to be pa	N/A - to be part of future orders only	rs only						3 242.00		\$ 242.00		\$ 242.00	2.50%
Onboard Validator									\$ 242.00		\$ 242.00		\$ 242.00	2.50%
Bus Cellular Communications Device									10/2		n/a		n/a	2.50%
Standalone Validator									\$ 290.00		\$ 290.00		\$ 290.00	2.50%
Installation of Device from Spares Pool at location without pre-wiring														
Operator Control Unit	N/A - to be pa	N/A - to be part of future orders only	rs only						\$ 435.00		\$ 435.00		\$ 435.00	2.50%
Onboard Validator									\$ 1,094.00		\$ 1,094.00		\$ 1,094.00	2.50%
Bus Cellular Communications Device									\$ 1,750.00		\$ 1,750.00		\$ 1,750.00	2.50%
Installation of Device from Spares Pool at location replacing C1 equipment														
Operator Control Unit	N/A - to be pa	N/A - to be part of future orders only	rs only						\$ 579.00		\$ 579.00		\$ 579.00	2.50%
Onboard Validator	ī.								\$ 1,238.00		\$ 1,238.00		\$ 1,238.00	2.50%
Relocation of Device to location with pre-wiring													50	
Operator Control Unit	N/A - to be pa	N.A - to be part of future orders only	ers only						290.00		\$ 290.00		\$ 290.00	2.50%
Onboard Validator									290.00		\$ 290.00		\$ 290.00	2.50%
Bus Cellular Communications Device									n/a		na		n'a	2.50%
Standalone Validator									\$ 290.00		\$ 290.00		\$ 290.00	2.50%
Relocation of Device to location without pre-wiring														
Operator Control Unit	NA-to be pa	NA - to be part of future orders only	rs only						\$ 483.00		\$ 483.00		\$ 483.00	2.50%
Onboard Validator									3 1,142.00		\$ 1,142.00		\$ 1,142.00	2.50%
Bus Cellular Communications Device									\$ 2,000.00		\$ 2,000.00		\$ 2,000.00	2.50%
Other Equipment														
Onboard Validator charging rack	NA-to be pa	NA - to be part of future orders only	ers only						\$17,154.00		\$17,154.00		\$17,154.00	2.50%
Standalone Validator Cellular Communication Device									951.00		\$ 951.00		\$ 951.00	2.50%
Standalone Validator Core Validator with Front Glass Assembly									5 5,524.00		\$ 5,524.00		\$ 5,524.00	2.50%
Standalone Validator Power Supply Assembly (24V)									\$ 1,219.00		\$ 1,219.00		\$ 1,219.00	2.50%
Standalone Validator Power Supply Assembly (120V)									\$ 1,395.00		\$ 1,395.00		\$ 1,395.00	2.50%
Standalone Validator Top Cap and Antenna									341.00		\$ 341.00		\$ 341.00	2.50%
Standalone Validator Internal Fan									\$ 135.00		\$ 135.00		\$ 135.00	2.50%

ATTACHMENT C-8

Payment Form for Equipment

MTC will pay for actual equipment purchased at rates listed below. All equipment purchases must be approved in writing by MTC prior to purchase.

MIC will pay for actual equipment pur	Land and			alpinear paren	oco musico	c approved	- 11	re prior	parenns		es for Future	Orders		
Item	Price Per Unit	Estimated Implementation Quantity	Price Per Unit	Total Price for Estimated Implementation Quantity	Estimated Maximum Implementation Quantities	Price Per Unit	Total Price for Estimated Maximum Implementation Quantities	Small Order	Price Per Unit	Medium Order	Price Per Unit	Large Order	Price Per Unit	Per Year Escalation %
Bus Equipment, Cabling, Materials and Accessories - Installed and Operational*	100					S S					30	87 10	S	
Operator Control Unit*	S	3,500	\$3,326	\$11,641,691	7,000	\$2,994	\$20,958,000	1-50	\$7,545	51-300	\$5,954	301+	\$4,626	2.50%
Onboard Validator with Integrated Communications*	S	5,100	\$2,800	\$14,281,198	9,000	\$2,569	\$23,121,000	1-50	\$6,726	51-300	\$5,308	301+	\$4,124	2.50%
External Communications Device and Ethernet Switch for Legacy Equipment*-	\$	1,000	\$3,897	\$3,897,392	1,500	\$3,443	\$5,164,500	1-50	\$9,151	51-100	\$7,084	201+	\$5,359	2.50%
Integration with Existing Bus Mobile Router*	S	1,000	\$ 284	\$284,028	3,000	\$251	\$753,000	1-50	\$441	51-300	\$346	301+	\$304	2.50%
Wireless Access Points at Garages*	S	100	N/A	-	200	N/A	-	1-5	N/A	6-20	N/A	21+	N/A	2.50%
Rail and Ferry Equipment, Cabling, Materials and Accessories - Installed and Operational*	20	8 3									20	10 63	10 st	
Standalone Validators*	S	350	\$7,668	\$2,683,637	700	\$6,901	\$4,830,700	1-20	\$13,897	21-50	\$13,164	51+	\$9,691	2.50%
Faregate Validator - Integration with Legacy Validator*	S	750	N/A		1,500	N/A	\$	1-20	N/A	21-50	N/A	51+	N/A	2.50%
Faregate Validator - New C2 Validator in Legacy Faregate*	S	125	\$1,003	\$ 125,325	3,000	\$ 688	\$2,064,000	1-21	\$1,554	21-51	\$ 1,472	51+	\$ 1,084	2.50%
Ticket Vending Machine Validator*	\$	360	N/A		700	N/A	\$	1-20	N/A	21-50	N/A	51+	N/A	2.50%
Add Value Machine Validator*	\$	210	N/A		500	N/A	\$	1-20	N/A	21-50	N/A	51+	N/A	2.50%
Fare Inspection and Mobile Payment Solution*	S	650	\$3,744	\$2,433,584	1,200	\$ 3,411	\$ 4,093,200	1-20	\$7,455	21-50	\$ 7,062	51+	\$ 5,199	2.50%
Office and Retail Equipment, Cabling, Materials and Accessories - Installed and Operational*														
Walk-in Customer Service Center Solution*	\$	60	\$8,289	\$497,325	120	\$ 7,460	\$895,200	1-5	\$13,070	6-20	\$ 11,763	21+	\$9,469	2.50%
Self-Service Terminals*	S	25	\$29,515	\$737,865	100	\$28,039	\$2,803,887	1-5	\$36,893	6-20	\$ 32,466	21+	\$30,105	2.50%
Retailer Equipment or Application Solution*	\$	400	\$3,856	\$1,542,556	1,000	\$ 3,356	\$3,356,000	1-20	\$7,133	21-50	\$6,757	51+	\$4,974	2.50%
Spare Devices (devices only for swapout)**														
Operator Control Unit**	S	350	\$ 3,101	\$1,085,216	500	\$ 2,853	\$1,426,285							
Onboard Validator**	S	400	\$2,105	\$ 842,172	800	\$1.937	\$1,549,600							
Bus Cellular Communications Device**	s	100	\$3,491	\$349,135	200	\$3,160	\$ 632,008							
Standalone Validator**	S	50	\$7,532	\$ 376,609	75	\$6,930	\$ 519.721	N/A	- Any additi	onal spares	would normall	be purch	ased as part	of a larger
Faregate Validator**	S	100	\$867	\$86,725	200	\$798	\$159,574				and included in			
Ticket Vending Machine Validator**	s	50	N/A		100	N/A								
Add Value Machine Validator**	S	20	N/A		50	N/A	3 1							
Fare Inspection and Mobile Payment Solution**	s	50	\$ 2,960	\$ 147,976	100	\$ 2,723	\$ 272,276							
Retailer device or additional application license**	S	40	\$3,856	\$ 154,256	200	\$ 3,548	\$ 709,576							
		17	otal Costs	\$41,166,691			\$73,308,527							

Please contact the undersigned at dennis.dewan@cubic.com for any questions or comments.

Sincerely yours,

Dennis Dewan

Dennis Dewan Contracts Manager Cubic Transportation Systems, Inc.

November 19, 2025 NVTA Agenda Item 10.8 Continued From: New

Action Requested: APPROVE



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Dexter Cypress, Associate Planner

(707) 259-8635 / Email: <u>dcypress@nvta.ca.gov</u>

SUBJECT: Americans with Disabilities Act (ADA) Assessment Services

RECOMMENDATION

That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee, to execute NVTA Agreement No. 25-C40 for ADA Assessment Services with MV Transportation in an amount not to exceed \$260,400 over a five-year period.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA released a Request for Proposals (RFP) on September 11, 2025 for a firm to manage NVTA's Americans with Disabilities Act (ADA) Assessment Services Program, RFP No. 25-R30. NVTA received three qualified proposals.

NVTA selected MV Transportation for their experience and overall value, as well as being local to the North Bay with offices in Santa Rosa. With the award of this contract, MV Transportation will assume all evaluation responsibilities for NVTA's ADA paratransit service, VineGo beginning March 1, 2026. Evaluations for services will continue to be conducted over the phone, as the current contractor has done since 2022.

FISCAL IMPACT

Is there a fiscal impact? Yes, \$260,400

Is it currently budgeted? Yes

Where is it budgeted?
CMA Special Projects, ADA Management Services

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

NVTA's current Assessment Services contractor is ADARide. The contractor acts as the evaluating entity to determine eligibility for VineGo paratransit services. ADA paratransit applications are submitted to NVTA staff and are then passed onto the ADA evaluator to conduct a phone interview to determine an applicant's eligibility. The applications are designed to elicit as much information as possible from applicants to obtain a complete understanding of the applicant's ability or inability to use traditional fixed route transit. NVTA uses the ADA Assessment Services consultant to supplement staff and to ensure efficient, thorough evaluation so that NVTA's ADA services are dedicated to members of the community that most need them.

The NVTA Board approved a contract award to ADARide on June 22, 2022 to assume all evaluation responsibilities for NVTA's VineGo paratransit service. The contract award for the first three fiscal years totaled \$157,000. The current contract expired on August 31, 2025, at which point NVTA entered into a six-month agreement with ADARide for continued services. This contract extension is set to expire on February 28, 2026.

NVTA release a Request for Proposals (RFP) on September 11, 2025 to manage NVTA's ADA evaluation needs, RFP No. 25-R30. NVTA received three proposals: MV Transportation, ADARide, and Outsource Execs, LLC. NVTA staff based their evaluations on the scoring criteria outlined in the RFP which included technical experience, program understanding, and fair and reasonable pricing.

NVTA selected MV Transportation for their technical experience and understanding of NVTA's ADA evaluation needs. With the award of this contract, MV Transportation will assume all evaluation responsibilities for NVTA's ADA paratransit service on March 1, 2026. NVTA will work with MV Transportation to ensure that they are properly onboarded and prepared to take over all evaluation needs. This includes exporting all client data from the current system and transferring over to MV Transportation's system, to ensure that renewal paperwork continues to be mailed to clients as necessary.

<u>-</u>

ALTERNATIVES

The Board could decide not to authorize the award of the ADA Assessment contract to MV Transportation which could result in a lapse or significantly increased waiting times to perform ADA evaluations.

If NVTA were to bring the ADA evaluation service in-house it would require NVTA to hire a part-time employee at a higher cost than it would be to contract for services.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

Approving this proposal would ensure that seniors and disabled members of the Napa community will continue to receive fair & timely paratransit evaluation services, and would ensure that NVTA's ADA paratransit service, VineGo, is only used by those who qualify.

ATTACHMENT(S)

(1) NVTA Agreement No. 25-C40



NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C40

THIS AGREEMENT is made and entered into as of this _____ day of November, 2025 "Effective Date", 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 MV Transportation, Inc., a Corporation able to do business in CA, whose mailing address is 2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas, TX, 75204, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain specialized services to perform all ADA determination evaluation services to provide communications, data and reporting services through an accessible Registrant Management web platform; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its November 19, 2025 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 in 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 three (3) years from the effective date of this agreement with the option to exercise two (2) one-year periods, 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) <u>Rates.</u> 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) <u>Expenses.</u> Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NVTA.
- (c) <u>Maximum Amount.</u> Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$260,400 for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered.
 - (d) Price Adjustments. [Needs approved language inserted]

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 Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.
- (b) <u>Legal status.</u> 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 should 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) <u>Workers' Compensation insurance.</u> 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) <u>Liability insurance.</u> 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. <u>General Liability.</u> 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. <u>Professional Liability/Errors and Omissions.</u> 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. <u>Comprehensive Automobile Liability Insurance.</u> 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.
- Certificates. All insurance coverage's referenced in 7(b), above, shall be (c) 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, the 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) <u>Deductibles/Retentions.</u> 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 respect to 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, 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 consultants or their subconsultants. 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 60 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. **Payment of Contractor's Close-Out Costs.** [needs approved language inserted]

13. 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.
- 14. **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.
- 15. **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.

<u>NVTA</u> <u>CONTRACTOR</u>

Danielle Schmitz MV Transportation, Inc.

Executive Director Dennis Shipman, Senior Vice President 2711 N. Haskell Avenue, Suite 1500 LB-2

Napa, CA. 94559 Dallas, TX 75204

16. Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and requires its employees and subconsultants 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 consultants.

- (a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.
- (b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.
- (c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subconsultant's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.
- (d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.
- 17. **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.

18. 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) <u>Effect of Change in Status.</u> 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 an assignment under this Paragraph shall be viewed as a material breach of this Agreement.
- 19. **Amendment/Modification**. Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. Only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. The failure of the 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.

20. Interpretation; Venue.

- (a) <u>Interpretation.</u> 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) <u>Venue.</u> 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.
- 21. **Compliance with Laws**. CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to

time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

- (a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subconsultant'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 seg.), 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 subconsultant's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.
- (b) <u>Documentation of Right to Work.</u> 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. The CONTRACTOR shall make the required documentation available upon request to NVTA for inspection.
- (c) <u>Inclusion in Subcontracts.</u> 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 subconsultant.
- 22. **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 because of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. If 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.

- 23. Access to Records/Retention. NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.
- 24. **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.

25. Conflict of Interest.

- (a) <u>Covenant of No Undisclosed Conflict.</u> 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) <u>Statements of Economic Interest.</u> 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.

- 26. **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.
- 27. **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.
- 28. **Attorney's Fees**. If 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.
- 29. **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.
- 30. **Entirety of Contract**. This Agreement constitutes the entire agreement between the parties regarding 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.
- 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 date first above written.	executed by the parties hereto as of the
"NVTA"	"CONTRACTOR" MV Transportation Inc.
By DANIELLE SCHMITZ, Executive Director	By DENNIS SHIPMAN, Senior Vice President
ATTEST:	
By LAURA SANDERLIN, Board Secretary	By NAME, Title, Signature
Approved as to Form:	
By OSMAN MUFTI, NVTA General Counsel	

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTA with the following services:

Contractor shall provide ADA determination services and communications and data/reporting through an accessible Registrant management web platform. NVTA will continue to handle non-determination activities such as receiving, scanning, and forwarding applications & renewals.

The Contractor's Registrant management web platform must be able to import NVTA's existing basic information on Registrants. The data can be exported from the current system into Excel and includes basic demographic information on the Registrant as well as information like Evaluation Date, Expiration Date, Disability, VineGO ID, Mobility device, Status (Temporary, Conditional, Unrestricted, or Auto-Renewal a.k.a. Auto-Recertification). Contractor is required to protect highly sensitive personal identifiable information (PII) and provide NVTA with a detailed explanation of how your firm protects client information, as well as what protocols are in place in the event of a data breach.

Contractor is to fulfill the requirements outlined below:

- Employ qualified staff to perform the functional evaluations.
- Make reasonable arrangements to effectively communicate with applicants in languages other than English specifically Spanish and Tagalog, as well as sign language, during interviews.
- Ensure that all application materials (online and paper) including the health care evaluation form are, at minimum, available in English, Spanish and Tagalog. This includes ensuring that recertification materials are mailed to Registrants in the language they have identified as their preferred language.
- Send out the required application materials to Registrants within a minimum of ninety (90) days
 of their paratransit expiration date. This would be either a full application packet or a single-page
 auto-recertification form, depending on the Registrant's certification status. Contractor is
 expected to honor any Registrants with auto-recertification status. All recertification forms must
 be sent in the language identified by the Registrant as their primary/preferred language.
- Ensure that staff is available to provide the services required for determining ADA eligibility, including Spanish-speaking staff members.
- Provide ADA eligibility background information to Registrants during telephone conversations, and based on the applicant's decision to proceed, confirm a phone evaluation date and time.
- Conduct telephone interviews with applicants.
- Make the determination of eligibility for ADA paratransit service. NVTA shall retain the right to make any final determination on eligibility should the Authority deem it necessary.
- Determine whether and under which of the ADA defined eligibility categories an applicant is eligible.
- Determine whether the need exists for a Registrant to travel with a personal care attendant to successfully complete a paratransit trip.

- Identify specific trips, if any, for which a Registrant is ineligible to use paratransit service, e.g., trips for which the Registrant can use fixed-route transit. These Registrants would receive conditional or "trip-by-trip" eligibility.
- Notify NVTA of any certifiable OR un-certifiable Registrants that may benefit from a transit training program.
- Must notify NVTA of determination recommendations within twenty-one (21) days of the evaluation interview.
- Notify NVTA of any new applicant in need of preemptive eligibility prior to final approval of eligibility e.g. medical appointments within 21-day determination period.
- Maintain an ADA Registrant management system and statistical information. The required reports are further described in Section E.
- Produce and mail Registrant VineGo ID cards and VineGo information pamphlet after receiving a Regional Eligibility Database (RED) ID number from NVTA staff.
- Ensure staff who work under this contract are aware of, and sensitive to applicants with disabilities. Contractor's staff must be knowledgeable about medications used to treat a wide variety of disabilities and be qualified to assess functional abilities of individuals with a wide variety of disabilities.
- Complete a reference check and background screening process for all proposed employees and new hires sufficient for the qualification of staff providing services for people with disabilities.
- Become highly familiar with the on-demand and fixed-route networks of the Vine, as well as the local street networks, so as to make the most informed recommendations on eligibility, considering such factors as distance from bus stops, access challenges, etc.
- Have knowledge of and adhere to Federal statutes as it relates to the Americans with Disabilities Act (ADA), Title VI of the Civil Rights Act, and Federal Transit Administration (FTA) regulations.

ADA ELIGIBILITY PROCESS AND ASSESSMENT

The Contractor is required to be available for telephone or video conference interviews during normal business hours, although it is not necessary to have office hours five days a week. Given the expected number of applicants, NVTA feels it is sufficient to be available to conduct interviews a minimum of three days per week, between the hours of 8:00 AM and 5:00PM.

Applicants should be able to schedule an appointment for up to two (2) weeks in advance. The Contractor shall contact each applicant the day before to remind them of the appointment for the interview. Every effort shall be made by the Contractor to accommodate an interview request within the shortest timeframe possible, based on the existing schedule.

To ensure that applicants for ADA paratransit service meet the minimum requirements, there will be a telephone interview for all new applicants. A phone interview shall be required for any re-certifying applicants, who were not already classified as "auto-renewal." Auto-renewal Registrants will receive a one-page recertification form by mail, to be sent out by the Contractor. Once the completed form is received, the Registrant shall be recertified for a period of five (5) years. The goals for the eligibility process are to ensure accessibility to the ADA paratransit program for people who need it to support the use of fixed-route service for people who are able to use it for some or all of their trips, and to provide a fair and equitable process for recommending ADA eligibility.

People shall not be qualified or disqualified based on a specific diagnosis or disability alone. An applicant shall be certified as eligible if, and only if, a person's functional disability prevents the use or navigation of the fixed-route bus system. The goal of the Contractor shall be to ensure that only applicants who meet the eligibility criteria are enrolled for Paratransit Services. Paratransit eligibility shall only be conferred to those individuals whose disability prevents access to or the independent use of accessible fixed-route bus service. The age of a person, a language barrier, or the duration of a particular trip on fixed-route services is not a basis for paratransit eligibility.

The Contractor shall adhere strictly to the paratransit eligibility described above in order to ensure that only applicants who are truly eligible receive paratransit services.

The five (5) major steps in the process for determining an applicant's eligibility shall be:

- 1. Respond to NVTA when ADA applications have been received.
- 2. Arrange for a telephone or video conference interview with applicants.
- 3. Conduct personal interview.
- 4. Make recommendations on ADA eligibility and forward to NVTA for review.
- 5. If approved, print/mail VineGo ID card to Registrant once RED ID number is received by contractor.

ADA APPLICATION, CERTIFICATION, ENROLLMENT, AND DENIAL PROCESS

The United States Department of Transportation final regulations specify that the entire certification process shall be concluded within 21 calendar days of the scheduling of the evaluation interview. If the certification process is not completed within this time limit, the regulations state that the applicant shall be presumed eligible to receive service until the process has been completed. The Contractor is expected to schedule and complete its interviews and reports with enough time available to allow for the notification of the Registrant within the 21- day time limit. The paratransit service application and certification process are:

- 1. All potential applicants will contact either NVTA or Contractor to clarify ADA eligibility criteria and to receive an application, Healthcare form, and/or receive a link to an online application, whichever the Registrant prefers.
- 2. If application is received by NVTA, then NVTA scans and sends completed applications to the Contractor via email. The Contractor will then arrange a telephone interview. The Contractor may be asked to request a copy of a photo as part of the initial application.
- 3. The Contractor shall conduct a confidential interview, with the applicant's privacy protected, at the scheduled time. The interviewer shall ask questions to assess an applicant's ability to use fixed- route services, and obtain any additional information as needed to determine paratransit eligibility. Depending on the Registrant's condition, Registrant could also receive conditional eligibility or temporary eligibility, as well as the eligibility for the applicant to travel with a personal care attendant. In some cases, a third-party caregiver may participate with the applicant in the interview and may assist the applicant with answering questions. The third-party caregiver may or may not be required to provide Registrant background information to be used in the evaluation process.

- 4. The Contractor will complete a form with their recommendation on ADA eligibility and send it to NVTA following the assessment within seven (7) business days. The report documents will include the recommendation forms. The Contractor will be available between 8:00 A.M. and 5:00 P.M. Monday through Friday (or other times as specified by NVTA Staff) to consult by phone with NVTA staff if clarifications are required.
- 5. Denied applicants shall be notified by Contractor in writing via a letter addressed from NVTA. The letter shall provide the Registrant with instructions for appealing the determination. The denied applicants shall also be provided with information informing them of other mobility options available to them. The reasons for denial shall be stated and all information documented during the evaluation process shall be provided. NVTA may contact the Contractor to provide additional information as part of the appeals process. Currently, Registrants have thirty-one (31) days from denial to appeal a denial.

REPORTING AND DATA REQUIREMENTS

The Contractor must upload Registrant profiles and certification information to a web-based Registrant portal daily. NVTA will download any new Registrant profiles (approvals, denials and recertifications) daily and input Registrant information into the Regional Eligibility Database (RED), used by all paratransit operators in the Bay Area. This database feeds into Trapeze, the software used by VineGo dispatchers to schedule rides. It is essential that all Registrants are available to view within the Contractor's web-based portal within one day of a decision being made. This will ensure that Registrants are being inputted to the RED Program and are therefore able to book rides as quickly as possible after approval.

All existing Registrant data must be imported to the Contractor's web-based portal at the beginning of the contract, including any existing classifications (i.e., auto-recert, PCA, etc.). All Registrant data should be available to download at any time from the Contractor's web-based portal, in the form of an Excel document.

NVTA should be able to download complete eligibility reports from a web-based portal.

STAFF REQUIREMENTS

The Contractor is required to have a team of qualified staff who should, collectively, be able to demonstrate knowledge and abilities including but not limited to:

- Familiarity with functional and cognitive abilities required in the use of fixed route transit buses, their prognosis and medications used to treat individuals with a wide range of disabilities.
- Knowledge of ADA paratransit eligibility criteria and service requirements.
- Familiarity with the Vine family of services.
- Sensitivity to people with disabilities, including physical, cognitive and psychiatric disabilities.
- Ability to communicate effectively in person and in writing.
- Ability to communicate in other languages in addition to English, with the assistance of language interpreter services if necessary. Specifically Spanish and Tagalog.

 Staff conducting interviews and performing evaluations should have appropriate experience and professional training in human health and medical fields. Such staff may include, but not be limited to, certified physical therapists, occupational therapists, rehabilitation specialists, orientation and mobility specialists, and professionals with training in cognitive and psychiatric impairments.

MEETINGS

At the start of the new contract, NVTA would like to have an in-person kick-off meeting at NVTA's Bus Maintenance Facility located at 96-101 Sheehy Court Napa, CA 94558. NVTA plans to hold online or phone meetings with the Contractor on an as-needed basis for the purpose of discussing service problems, proposed solutions, and to maintain open and frequent communications. Unless otherwise notified, the Contractor's Project Manager shall attend all meetings. NVTA maintains the right to sit in on interviews to observe the eligibility process.

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

November 19, 2025 NVTA Agenda Item 10.9 Continued From: New

Action Requested: APPROVE



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Libby Payan, Senior Program Planner/Administrator

(707) 259-8782 / Email: lpayan@nvta.ca.gov

SUBJECT: Resolution 25-17 Title VI Program Policy for Fiscal Years (FY) 2026-

2028

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 25-17 (Attachment 1) adopting the NVTA Title VI Program Policy for Fiscal Years 2026-2028 (Attachment 2).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The purpose of this policy is to establish guidelines to effectively monitor and ensure that the Napa Valley Transportation Authority (NVTA) is in compliance with all Federal Transit Administration (FTA) Title VI requirements and regulations in order to carry out the provisions of the Department of Transportation's (DOT) Title VI Regulations at 49 CFR Part 21.

Title VI prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds. The policy outlines how the agency approaches public outreach and service provisions to Title VI protected populations.

FISCAL IMPACT

None

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

The Napa Valley Transportation Authority is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Its objective is to:

- Ensure that the level and quality of transportation service is provided without regard to race, color, or national origin;
- Promote the full and fair participation of all affected populations in transportation decision-making;
- Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations;
- Ensure meaningful access to programs and activities by persons with limited English proficiency.

In this endeavor, staff has updated NVTA's Title VI policies from fiscal year 2023-2025 to meet federal requirements. The policies involved conducting a four-factor Limited English Proficiency analysis, which was used in the development of a Public Participation Plan and Language Assistance Plan. In addition, public transit properties that receive federal funds are required to establish service standards that inform the agency when and how to best make service adjustments. Updated Service Standards were previously approved by the Board as part of NVTA's Short-Range Transit Plan (FY 2019-2029) and are included as part of the agency's overall Title VI Policies and Program.

The program will be subject to minor modifications based on Federal Transit Administration review and recommendations after the plan has been submitted to the Regional Civil Rights Officer.

The previously approved Title VI Program Policy Plan (covering Fiscal Years 2023-2025) did not include any Title VI Service Equity Analysis. This new and updated plan includes a Service Equity Analysis that was conducted when Vine Transit re-routed Route 29 from the Soscol Gateway Transit Center to the Imola Park & Ride. A Service Equity Analysis was also conducted when Vine Transit increased its fares in 2024.

ALTERNATIVES

Without an approval the Agency will fail to comply with Federal Transit Administration (FTA) Title VI requirements and regulations which will compromise receiving federal funding.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

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

The Title VI plan underscores the agency's commitment and provides guidelines to meet the transportation needs of the entire community, especially the agency's most vulnerable constituents.

ATTACHMENT(S)

- (1) Resolution No. 25-17
- (2) Napa Valley Transportation Authority Title VI Program Policy

Attachment 1 NVTA Agenda Item 10.9 November 19, 2025



TITLE VI PROGRAM UPDATE

Recipient ID: 5001

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TITLE VI PROGRAM POLICY

The Napa Valley Transportation Authority (NVTA) is committed to ensuring that no person is excluded from participation in, or denied benefits of its transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964. If you believe you have been subjected to discrimination under Title VI, you may file a written complaint with Laura Sanderlin Civil Rights Officer, Napa Valley TransportationAuthority, 625 Burnell Street, Napa CA, 94559; at (707) 259-8631, or by email to <code>lsanderlin@nvta.ca.gov</code>.

Purpose: The purpose of this Title VI Program Update is to establish guidelines to effectively monitor and ensure that the Napa Valley Transportation Authority (NVTA) is in compliance with all requirements and regulations to carry out the provisions of the Department of Transportation's (DOT) Title VI Regulations 49 CFR Part 21 and documents steps taken by the agency to ensure that all services provided by NVTA do not exclude or discriminate against individuals on the basis of race, color and national origin.

Policy: NVTA will ensure that their programs, policies, and activities all comply with the guidance set forth in Title 49 CFR Section 21.9(b) and the Federal Transit Administration (FTA) Circular 4702.1B, titled "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," issued October 1, 2012. NVTA is committed to creating and maintaining public transit service that is free of all forms of discrimination. The agency will take whatever preventive, corrective and disciplinary action necessary for behavior that violates this policy or the rights and privileges it is designed to protect.

TITLE VI PROGRAM MONITORING

The requirement to establish internal monitoring processes and methodologies is applicable to all recipients of Federal assistance. NVTA will monitor its service once per year, or when major service changes or fare increases are proposed, using the procedures outlined in this section.

a. Civil Rights Assurance

The assurances that are signed by NVTA's Executive Director, and attested by Legal Counsel, validate the level and quality of transit services and related benefits are provided in a manner consistent with Title VI. Program monitoring is conducted to ensure that NVTA complies with this assurance.

b. Monitoring Procedures

NVTA has a procedure to monitor the level and quality of transit service provided to minority communities with overall average services deployed throughout the system in order to affirm the services are distributed equitably and comply with Title VI.

This most recent formal Title VI analysis due to a service change was on

October 30, 2022. Staff conducted a Title VI equity analysis as two routes, Route 11X and Route 29, were rerouted from serving the Soscol Gateway Transit Center to the Imola Park and Ride. Additionally, NVTA increased its fares on July 1, 2024. A formal Title VI analysis was conducted to determine if the increased costs of fares would have a discriminatory impact on riders.

c. Subrecipients

NVTA is also responsible for monitoring subrecipients for compliance with Title VI, and establishing a schedule of subrecipient Title VI program submissions. NVTA does not have any subrecipients and has not had any over the last three (3) years. In the event that the NVTA would have a subrecipient, the agency will establish a schedule for subrecipient submissions.

PUBLIC INFORMATION REQUIREMENTS

NVTA disseminates Title VI Program information to NVTA employees, contractors, subcontractors, and beneficiaries. NVTA makes these materials available to the general public by posting information at major transit hubs, on its website (which includes Title VI/Civil Rights complaints procedures), on all of public transit buses, at the Soscol Gateway Transit Center, the major transit hub in the system, and by publishing an annual Title VI Policy Statement in local newspapers. Specifically, the notice is placed on all of the NVTA owned buses and buildings and on the website at https://vinetransit.com/title-vi/ as verified by the Civil Rights Officer and included as Appendix 9. The local newspapers that NVTA uses to publish information about public meetings and/or hearings, service changes, and proposed projects have significant circulations in the community. NVTA also publishes information in minority publications. Information about Title VI and NVTA's policies are also clearly stipulated in NVTA's postings for contracting and employment opportunities. Specifically:

- a. NVTA's Title VI Policy and any other related information is made available to the public upon request.
 - More detailed information regarding complaint procedures and Title VI civil rights is included in brochures and other materials distributed to the public by NVTA and are available on NVTA's websites (www.nvta.ca.gov and www.vinetransit.com).
- b. Multilingual Requirements: Where a significant number or portion of the population eligible to be serviced by NVTA needs service information in a language other than English, NVTA takes every reasonable step to provide information in appropriate languages. In cases where NVTA posts signs warning the general public about emergencies or service alerts, information is posted in other languages when a significant number of the population in non-English speaking. NVTA's websites are also linked to the Google translator which can provide translation in multiple languages. An analysis of the www.vinetransit.com website over a specified time period shows that the top language that the website was translated to is Spanish.

LIMITED ENGLISH PROFICIENCY (LEP) FOUR FACTOR ANALYSIS AND LANGUAGE ASSISTANCE PLAN (LAP)

NVTA has developed a Language Assistance Plan based on its Four Factor Analysis consistent with the Federal Transit Administrations policy guidelines. The Plan guides NVTA on all service-related planning and policy changes under consideration, NVTA staff has analyzed and conducted the four-factor framework provided in the Department of Transportation (DOT) Limited English Proficiency Guidance. NVTA's complete LAP plan based upon the LEP analysis is included as Appendix 1.

PUBLIC PARTICIPATION PLAN

The Public Participation Plan (Appendix 2) outlines the strategies NVTA uses to engage the public in the process of transportation decisions. While major service changes will require outreach and a public hearing consistent with this Public Participation Plan, a Title VI equity analysis, and Board approval, minor service changes, such as temporary schedule or route adjustments (with prior notice to riders), emergency changes made to respond to natural or man-made disasters or fiscal emergencies, or the creation, alteration, or elimination of special event service, can be authorized by NVTA's Executive Director. This plan is utilized to cultivate relationships with the community and encourage interaction with the minority of non-English speaking communities. Public Notices and general information are provided in English, Spanish and Filipino.

a. OPPORTUNITIES FOR PUBLIC COMMENT

NVTA routinely provides opportunities for public comment at its in-person, virtual, and hybrid public meetings, and continually strives to find new and innovative opportunities to solicit public comments and involve all segments of the population. Comments are accepted at any time by phone, fax, email, U.S. mail, in person, via teleconference or at any open meeting. An example of this:

The public is notified of monthly NVTA Board and Committee meetings. The
public is invited to attend these meetings (currently either in-person or
virtually). Meeting announcements are posted on the website, at the NVTA
offices, and at the meeting location if held at a location other than the NVTA
offices. The public is invited to comment on general items or specific agenda
items

b. ENGAGING TITLE VI PROTECTED GROUPS

NVTA realizes there are large segments of the population from whom input is rarely if ever received. In an effort to hear a truly representative voice of the public, NVTA makes all significant service-related planning and policy publications available in accessible formats.

c. PUBLIC OUTREACH

NVTA regularly posts on its website and physically posts notices on the buses and at all impacted stops all service change information to cultivate public relations and awareness.

d. STAFF ACCESSIBILITY

Staff is accessible in person, on the phone, by mail, by fax, teleconferencing, or by email. Contact information is provided on the agency's website and on public notices.

e. PROVIDE SERVICE FOR THE DISABLED AND LEP

Upon advance notice, special accommodations are provided for public meetings. These services include translators, special assistance, and/or transportation.

COMPLAINTS OF DISCRIMINATION PROCEDURE

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by NVTA as to consultants, and contractors. Intimidation or retaliation of any kind is prohibited by law. The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Every effort is made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Title VI Coordinator may be utilized for resolution.

Complaint Procedure

- 1. Any person who feels that he or she, individually, or as a member of any class of persons, on the basis of race, color, national origin, age, sex, disability, religion, or low-income status has been excluded from or denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance through NVTA may file a written complaint with the Civil Rights Officer. The complaint form (Appendix 3) may be found on the NVTA website by clicking the following links:
 - https://vinetransit.com/title-vi-complaint-form/ (online form)
 - https://vinetransit.com/wp-content/uploads/2020/09/Title-VI-Program-Policy-Appendix-3-TITLE-VI-Compliant-Form-20-22.pdf (downloadable form)

It is also available as a hard copy from the NVTA office at 625 Burnell Street, Napa, CA 94559. A formal complaint must be filed within 180 days of the alleged occurrence.

2. In cases where the complainant is unable or incapable of providing a written statement, a verbal complaint may be made. The Civil Rights Officer will interview the complainant and if necessary assist the person in converting verbal complaints

- to writing. All complaints must, however, be signed by the complainant or his/her representative.
- 3. Complaints shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination.
- 4. NVTA will provide the complainant or his/her representative and any contractor (respondent) with a written acknowledgement that NVTA has received the complaint within five (5) working days of receipt.
- 5. A copy of the complaint will be forwarded to legal counsel for review.
- 6. The Civil Rights Officer will appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint.
- 7. The review officer(s) will determine if the complaint has investigative merit:
 - a. It was received within 180 days of the alleged occurrence.
 - b. It is does not appear to be frivolous or trivial.
 - c. It involves NVTA or NVTA contractors and not another entity.
 - d. A complaint against a contractor involves a NVTA Federally Funded contract.
- 8. The complainant and contractor or other party to the complaint will be notified of the status of the complaint within ten (10) days of receipt of the complaint, by registered mail;
 - a. That the complaint will not be investigated and the reasons why the complaint does not have investigative merit.
 - b. That the complaint will be investigated and a request for additional information needed to assist the investigator.
- 9. The complainant or contractor must submit the requested information within 60 working days from the date of the original request. Failure of the complainant to submit additional information within the designated timeframe may be considered good cause for a determination of no investigative merit. Failure of the contractor to submit additional information within the designated timeframe may be considered good cause for a determination of noncompliance under the contract.
- The review officer(s) and/or contractor must within 15 working days, supply the Executive Director with status report of their investigation and/or resolution of the complaint.
- 11. Within 60 working days of the receipt of the complaint, the Civil Rights Officer will prepare a written report for the Executive Director.

The report shall include:

- a. A narrative description of the incident. Including persons or entities involved
- b. A statement of the issues raised by the complainant and the respondent's reply to each of the allegations.

- c. Citations of relevant Federal, State and local laws, NVTA policy etc.
- d. Description of the investigation, including list of the persons contacted and a summary of the interviews conducted.
- e. A statement of the investigator's finding and recommendations for disposition.
- 12. The investigative report and findings of the complaint will be sent to legal counsel for review.
- 13. The Executive Director shall, based on the information before him or her and in consult with legal counsel, make a determination on the disposition of the complaint. Determination shall be made within ten (10) days from Executive Director's receipt of the investigator's report. Examples of disposition are as follows:
 - a. Complainant is found to have been discriminated against. NVTA or contractor is therefore noncompliant with Title VI regulations. Reasons for the determination will be listed. Remedial actions that NVTA or the contractor must take will be listed.
 - b. Complaint is found to be without merit. Reasons why will be listed.
- 14. Notice of the Executive Director's determination will be mailed to the complainant and contractor. Notice shall include information regarding appeal rights of complainant and instructions for initiating such an appeal. Example of a notice of appeal follows:
 - a. NVTA will only reconsider this determination, if new facts, not previously considered.
 - b. If the complainant is dissatisfied with the determination and/or resolution set forth by NVTA, the same complaint may be submitted to the Federal Transit Administration (FTA) for investigation. Complainants will be directed to contact Federal Transit Administration, Office of Civil Rights, Los Angeles. 888 S. Figueroa St. Ste 440. Los Angeles, CA 90017, United States. The Region 9 FTA office can also be reached by phone at (213) 757-5999.
- 15. A copy of the complaint and NVTA's investigation report/letter of finding and Final Remedial Action Plan will be issued to FTA within ninety (90) days of the receipt of the complaint.
- 16. After receiving FTA's comments, briefings may be scheduled with all relevant parties to the complaint.
- 17. A summary of the complaint and its resolution would be included in the annual report to the FTA.

GENERAL REPORTING REQUIREMENTS

Title VI of the Civil Rights Act of 1964 (Title VI), states the following: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any

program or activity receiving Federal Financial assistance."

The Department of Justice and the Department of Transportation regulations implementing Title VI, require Federal agencies to collect data and other information to enforce Title VI. In this regard the Napa Valley Transportation Authority (NVTA), as an applicant and/or recipient receiving Federal funding, hereby provides to FTA the following information:

- There are no active lawsuits or complaints naming NVTA nor were there any investigations, or lawsuits in the past three (3) years, which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits.
- The NVTA maintains a log of Title VI complaints received. The log includes the date the complaint was filed, a summary of the allegations (which included the basis of complaint), complaint status, and action(s) taken. There have been zero (0) formal complaints filed within the last three (3) years which alleged discrimination on the basis of race, color or national origin with respect to service or other transit benefits.
- Members of the public have the opportunity to submit a complaint to NVTA through its customer service software portal, HappyFox, and categorize their complaints. One of the categories is titled "Discrimination (Title VI)." Since the last approved Title VI Program, NVTA received 0 total complaints using the "Discrimination (Title VI)" category
- There are currently no pending construction projects which would negatively impact minority communities being performed by NVTA.

FACILITY SITE EQUITY ANALYSIS

NVTA completed construction of a brand-new Bus Maintenance and Operations Center located at 96 and 101 Sheehy Court in March 2024. In order to obtain the land need to construct the facility, NVTA acquired two parcels within Napa County in 2016 totalling 8.08 acres (APN 057-250-025 and APN 057-250-03). In addition, in February of 2020, NVTA acquired an additional 2.40 acres (APN: 057-250-037) adjacent to the facility, which will be used if NVTA needs to expand its facilities in the future. All the properties were vacant and undeveloped so there was no displacement of persons from their residences or businesses. The property was acquired for fair market value and eminent domain was not necessary.

NVTA completed a Real Estate Acquisition Management Plan (RAMP) in August 2016. It gave the public had access to the process the NVTA used for its real estate acquisition needs. NVTA adhered to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act), applicable Federal Transit Authority (FTA) and California Transportation Commission (CTC) Guidelines

SERVICE STANDARDS

In order to ensure compliance with the Title VI Program and to accomplish the goal of providing efficient and effective service to the residents of Napa County, NVTA routinely updates the agency's series of service standards that provide a framework for service allocation as well as measures to continually examine public transit service to ensure that they meet efficiency and effectiveness standards in accordance with stated objectives as part of NVTA's Transit Policies, last approved by its Board of Directors on May 21, 2025 (Appendix 4).

Whenever major service changes are adopted, NVTA completes an equity analysis, which includes an analysis of adverse effects to ensure that the changes do not result in discrimination on the basis of race, color, or national origin. A major service change consists of a new transit route, new service on streets not previously used by any other route, aggregate change of 30 percent or more of the number of transit revenue hours, routing changes that alter 40 percent or more of a route's path.

Under FTA's Title VI Circular 4702.1B, transit providers that operate 50-or-more fixed routes in peak service and are located in an urbanized area (UZA) with a population of 200,000 or more, must perform a service equity analysis whenever they make a major service change. Temporary service changes in response to an emergency (such as the COVID-19 pandemic) do not rise to the level of a major service change, so a service equity analysis is not required. During COVID, NVTA made changes to its service in response to the pandemic, however, it did not warrant a service equity analysis.

RECORD KEEPING REQUIREMENTS

The Civil Rights Officer shall ensure that all records relating to NVTA's compliance to Title VI are maintained for a minimum of seven (7) years.

Records must be available for compliance review audits.

Copies of the following material will be kept available by the Civil Rights Officer for dissemination to the public upon request:

- NVTA's Title VI policy
- Annual reports to FTA
- Audit report findings and recommendations
- Summaries of actions taken by NVTA to remedy audit findings
- Complaints received and a summary of their disposition
- Annual report to Executive Director regarding Title VI compliance

APPENDICES

Appendix 1	NVTA Plan for Language Assistance Plan to Limited English Proficient
	(LEP) Populations
Appendix 2	Public Participation Plan
Appendix 3	Title VI Complaint Form
Appendix 4	Systemwide Service Standards and Policies
Appendix 5	Title VI Notice to the Public
Appendix 6	List of Transit-Related Title VI Investigations, Complaints, and Lawsuits
Appendix 7	Racial Breakdown of the Membership of Transit-Related Advisory
	Committees
Appendix 8	NVTA Resolution 25-XX approving the NVTA Title VI Program Policy
Appendix 9	Title VI Evidence of Website Posting

Appendix 10 Most recent Title VI Analysis



Language Assistance Plan to Limited English Proficient (LEP) Populations

November 2025

Also available in Spanish and Filipino

Napa Valley Transportation Agency 625 Burnell Street Napa, CA 94559 info@nvta.ca.gov (707) 259-8631

Para solicitar una copia en español del Plan de Servicios de Lenguaje para Poblaciones con Conocimiento Limitado del Inglés por favor llame al (707) 259-8631

Upang humiling ng isang kopya ng Language Assistance Plan in Filipino, pakitawagan (707) 259-8631

Language Assistance Plan for Napa Valley Transportation Authority (NVTA)

Introduction

The Napa Valley Transportation Authority (NVTA) serves as the congestion management agency and public transit provider for the jurisdictions in Napa County, and is one of the nine (9) Bay Area counties within the Metropolitan Transportation Commission (MTC) region. NVTA's service area, which is defined by all individuals that live within three quarters of a mile (3/4) from a Vine Transit bus stop, is 167,600. The service area is diverse, with large numbers of residents speaking a language other than English as their primary means of communication.

Individuals with a limited ability to read, write, speak or understand English are considered to be Limited English Proficient, or "LEP." In compliance with guidance and rules issued by the U.S. Department of Transportation, and Title VI of the Civil Rights Act of 1964, NVTA has taken reasonable steps to ensure that all persons have meaningful access to its programs, services, and information, at no additional cost. This includes the following plan for LEP persons within NVTA's jurisdiction.

A Language Assistance Plan starts with an assessment to identify LEP individuals who need assistance. NVTA also plans to conduct surveys with transit operators, dispatch, customer service and ticket sales staff, regarding frequency of contact with LEP individuals or groups. Once the assessment is complete, the Language Assistance Plan is drafted and adopted by the agency.

Implementation of the Language Assistance Plan includes the development of language assistance measures, staff training, notification measures to LEP individuals, and monitoring and updating of the plan on a yearly basis.

Purpose

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. One critical concern addressed by Title VI is the language barrier that Limited English Proficiency (LEP) persons face with respect to accessing information about and using transit service. Transit operators must ensure that this group has adequate access to the agency's programs and activities, including public participation opportunities.

Executive Order 13166, titled "Improving Access to Services for Persons with Limited English Proficiency," forbids funding recipients from "restrict(ing) an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program," or from "utilize(ing) criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects to individuals of a particular race, color, or national origin." FTA Circular 4702.1B was developed by the Federal Transit Administration (FTA) and details the administrative and reporting requirements for recipients of FTA financial assistance to comply with Title VI and related executive orders including on LEP.

The U.S. DOT's FTA Office of Civil Rights' publication "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons – A Handbook for Public Transportation Providers" was used in the preparation of this plan.

Contents

This plan contains:

- A. A needs assessment based on the four-factor analysis
- B. Language assistance measures
- C. Staff training plan
- D. Contractor training
- E. Methods for notifying LEP persons about available language assistance
- F. Methods for monitoring, evaluating and updating plan

A. LEP Needs Assessment – the Four-Factor Analysis

Determination of Need

In order to prepare this Plan, NVTA implemented the U.S. Department of Transportation's four factor LEP analysis, which considers the following:

- 1. The Number and Proportion of LEP Persons Served or Encountered in the Eligible Service Population
- 2. The frequency with which LEP persons come in contact with NVTA programs, activities or services
- 3. The Importance to LEP Persons of NVTA's Program, Activities and Services
- 4. The resources available to NVTA and overall cost to provide LEP assistance

Factor 1: Number and proportion of LEP persons served or encountered

NVTA used the American Community Survey (ACS) 5 Year survey data for 2019-2023 for Limited English Proficient (LEP) Populations in Napa County to estimate the number or proportion of LEP persons who might use or want to use NVTA's services.

The American Community Survey (ACS) 5 Year survey data identifies people who speak English "less than very well" as Limited English Proficient persons. The survey data is broken down by the languages spoken at home, and by ability to speak English, for persons five (5) years of age and older. For Napa County, the ACS data indicates that approximately 34 percent of the residents identified as speaking a "language other than English". For those whose primary language is categorized as "Spanish", approximately half (47%) were identified as speaking English "less than very well". The ACS study data also indicates that approximately 35% of people whose primary language is "Tagalog (incl. Filipino)" in Napa County speak English "less than very well".

Table 1: Language Spoken at Home

	% of Specified Language Speakers	Speak English Less than "Very Well"		
Population 5 Years and Over	129,849			
English Only	66.09%	N/A		

Language other than English	33.9%	14.93%
Spanish	26.98%	12.71%
French, Haitian or Cajun	0.51%	0.05%
German or other West Germanic languages	0.40%	0.03%
Russian, Polish, or other Slavic languages	0.26%	0.08%
Other Indo-European Languages	1.51%	0.54%
Korean	0.17%	0.08%
Chinese (incl. Mandarin, Cantonese)	0.39%	0.17%
Vietnamese	0.16%	0.08%
Tagalog (incl. Filipino)	2.94%	1.03%
Other Asian and Pacific Island languages	0.39%	0.13%
Arabic	0.12%	0.04%
Other and unspecified languages	0.08%	0.00%

- The ACS data above estimates the total population over the age of five in Napa County: 129,849
- The ACS data above estimates the total number of people who speak a language other than English in the NVTA Napa County service area is estimated to be: 44,037 or 33.91% of the population.
- The ACS data above estimates the total number of LEP persons (those who speak English less than "very well") in Napa County is estimated to be: 16,504 or 12.71% of the population.
- The percentages in the rightmost column (Titled Speak English Less than "Very Well") are comparing
 the percent of individuals that speak another language but don't speak English well compared to the
 total population of persons five years of age and older, which is 129,849

Factor 2: Frequency of LEP populations' contact with existing programs, activities, and services

During the Fall of 2023 and Spring of 2024, the local Metropolitan Planning Organization for the San Francisco Bay Area, the Metropolitan Transportation Commission (MTC), conducted onboard surveys on all transit agencies, including Vine Transit. The primary goal of the MTC Bay Area Regional Transit Passenger Snapshot Survey was to collect statistically significant information about the passengers and trips for each of the region's federally funded transit operators. This information is seen as particularly timely in light of changes in transit use due to the COVID-19 pandemic.

The contractor that conducted the survey worked with MTC and system operators to develop a workable survey questionnaire which asked passengers about current and future transit use, origin/destination of the surveyed trip, perception of transit safety, and various demographics.

A total of 309 survey responses were collected from Vine Transit riders on fixed routes. 34% of respondents said they speak Spanish at home and 2% indicated that they speak Tagalog at home. These percentages help to indicate the frequency of LEP populations' contact with NVTA's transit service is significant, especially since 2023 ACS data indicates that approximately 46% of individuals whose primary language is Spanish speak English less

than well.

Another method NVTA deploys to help comprehend the frequency of LEP populations' contact with existing programs is tracking the usage of the Google Translate Widget on the Vine Transit website. In 2025, staff gained the ability to track website translations. While English accounts for 91% of website visits, it is followed by Spanish at 8% over the last couple of months.

Additionally, since several transit routes serve Napa County social service and non-profit agencies, it is likely that NVTA is providing services to many LEP individuals.

The main language spoken by LEP individuals within the NVTA service area is primarily Spanish and Filipino, as indicated by the MTC Snapshot Survey, ACS and Census Data.

Factor 3: Importance to LEP population of programs, activities, and services

NVTA considers public transit to be an important and essential service for many residents, commuters, and visitors in the local service area. This includes local buses and buses servicing neighboring counties and the regional Bay Area Rapid Transit (BART) system, paratransit, and services for seniors. These services are used by people from all walks of life, including commuters, students, visitors, the elderly, and those with limited mobility.

There are a number of key interaction points with the bus system which could be problematic for LEP populations:

- NVTA's websites- <u>www.nvta.ca.gov</u> and <u>www.vinetransit.com</u>
- Vine Transit's customer service phone line
- Bus stop signage
- Printed schedules
- Fare payment
- Driver inquiries
- Onboard announcements
- Other printed materials

Ensuring that critical information at these interaction points is available in languages commonly spoken is crucial to providing equitable access to Vine Transit's bus service for LEP populations.

While Customer Service personnel have access to translation services and the NVTA websites has a tool allowing the website's content to be translated into more than 70 different languages, much of the critical information onboard buses and at the bus stops is not available in many of the languages identified in this document through the Census and customer surveys.

Opportunities for Improvement

Currently NVTA disseminates all information in English, with most critical information available in Spanish. Customer service personnel all speak English, with some speaking Spanish as well as Filipino.

With respect to other languages represented by fewer residents, NVTA currently meets basic requirements for access to information via website translation tool.

Despite the efforts to ensure access to information about its bus service among LEP populations, some key improvements can be made:

- Translate more printed information disseminated to the public into Filipino (currently only translated into Spanish).
- Advertise in more media outlets that target languages other than English
- Translate information about fare payment and pass sales into more languages or use symbols to illustrate key ideas.
- Improve communication with targeted organizations such as Community-Based Organizations (CBOs) to ensure that more LEP individuals participate in outreach efforts.
- Always ask the CBO about the language needs of their group so that the right staff is available that for translation.
- Plan routine outreach with Filipino-American Association of American Canyon that serves the Filipino community in American Canyon
- More frequently provide bus rider presentations to various organizations, such as CBOs.
- Increase outreach/marketing efforts to include social media and traditional media (in various languages) so that higher LEP participation for outreach events focused on accessing information can be achieved. The placement of traditional media at bus stops and on buses may be especially critical toward improving information accessibility.

Factor 4: Resources available to NVTA and overall cost to provide LEP assistance

NVTA makes every reasonable effort to communicate with LEP persons about available transit services, including providing the funding for translation of current services and bilingual materials. In conjunction with NVTA's operator, NVTA will include training for all drivers on best practices for serving LEP individuals.

In addition to using a translation service, NVTA has Spanish and Filipino-speaking staff at the Soscol Gateway Transit Center ticket office to better serve LEP individuals. NVTA has also translated key website pages into Spanish, Filipino and other languages.

NVTA works with many advocacy groups serving LEP individuals to gain insight regarding their needs and concerns about local transit services. This includes Napa County Department of Health and Human Services, Community Action Napa Valley, Puertas Abieratas, the Hispanic Chamber and UpValley Family Services. NVTA is continually exploring options for the best methods of delivering information and meeting the transit needs of all LEP persons and Napa County residents. One way NVTA took action since the last Title VI Program to improve its efforts to reach LEP individuals was by creating a new full-time position titled "Bilingual Outreach Coordinator."

The position was approved by the NVTA Board of Directors at their September 18, 2024 meeting and recruitment to fill that position began shortly thereafter. The Bilingual Outreach Coordinator works within the transit department and performs numerous duties, including but not limited to:

- Distribute and assist in developing marketing materials targeted toward Spanish- speaking populations that provide information about Vine Transit or other NVTA transportation plans and programs to residents and businesses
- Develop and maintain a list of public and community organizations that serve senior, youth, Latino, disabled, and low-income populations, and coordinate outreach to these communities to provide education on transportation options in Napa County. Plan visits annually or as otherwise needed.
- Coordinate and conduct travel trainings as requested. This involves scheduling a time to meet with new riders, meeting new riders at a designated bus stop and assist them with how to navigate the Vine transit system, including read schedules, use transfers, how to pay, plan a trip, and get to their destination.
- Assist the community with identifying transportation needs for work, school, day care, and job training, and match those needs to existing services where possible; with particular NVTA is an Equal Opportunity Employer emphasis on the Latino community; maintain an updated information base on existing transportation services.
- Provide oral and written Spanish translation services for marketing/outreach materials, social media posts, community events, public meetings, workshops, etc.

A. Language Assistance Measures

Language measures currently used and planned to be used by the NVTA transit system to address the needs of LEP persons include the following:

- Translating vital documents in the following language(s): Spanish and Filipino.
- Translating key website pages
- Coordination of Oral and Written Translation Services
- Communication with LEP advocacy groups about transit services
- Increased use of signage with graphic visual images and pictograms to promote universal understanding
- Posting of bilingual notices informing LEP persons of available services
- Other (description of services): training new residents on how to use transit system
- NVTA provides bilingual (Spanish speaking) staff at public hearings and neighborhood meetings.
- The Customer Service staff for both telephone and in person assistance includes bilingual (Spanish speaking) staff.
- All public timetables include a note in Spanish on how to use the language line to get transit information.
- System maps and riders guides are printed in both English and Spanish.

B. Staff Training

To ensure effective implementation of this plan, NVTA will schedule orientations for new staff and annual

training for all employees whose position requires regular contact with the public. Training will include a review of this plan and how to handle verbal requests for transit service in a language other than English.

C. Contractor Training

To ensure effective implementation of this plan, Vine Transit's contractor will schedule orientations for new employees and semi-annual training for all employees whose position requires regular contact with the public. Training will include a review of this plan and how to handle verbal requests for transit service in a language other than English.

D. Notice to LEP Persons about Available Language Assistance

NVTA will notify LEP individuals about the language assistance services available to them without cost by using the following methods:

- Brochures
- Sending information to local organizations serving LEP populations
- Website notices
- Including contact information for translation requests on all printed materials
- Posting of bilingual flyers at libraries, churches, schools, cultural and community centers
- Audio programs and radio ads
- Participation in local community events

Translated documents include ad cards, direct mailers, bus stop signs, customer brochures, meeting notices, and other customer outreach materials like construction-related notices and information pieces. Most translation is into Spanish, which covers the majority of NVTA's customer base. Additional "Safe Harbor" languages are translated as resources allow and circumstances dictate.

NVTA needs additional services to provide more meaningful access to LEP groups. The following are recommendations that can be implemented:

- Provide complaint forms in multiple languages.
- Include Spanish translations on the categories listed the online comment form, which is via the HappyFox software
- Increased use of universal pictograms or other symbols at bus stops or on buses.
- Increased translations of documents.
- Conduct more language-specific outreach beyond focus groups associated with the development of this plan
- Provide a short survey regarding LEP needs on buses in various languages for LEP individuals who
 cannot make it to outreach meetings, where these individuals can voice their concerns and opinions
 directly to NVTA.

E. Monitoring, Evaluating and Updating Plan

NVTA staff will review this plan annually, including:

Assessing the sufficiency of staff training and budget for language assistance,

- Reviewing current sources for assistance to ensure continuing availability, and
- Reviewing any complaints, comments and suggestions from LEP persons, or agencies serving LEP populations, received during the past year.

Annual plan revisions will be approved by the agency's Executive Director and dated accordingly.

F. Dissemination of Plan

This plan is available on the NVTA website's at www.nvta.ca.gov and www.vinetransit.com
This plan is also available at no cost in English, Spanish, or Filipino upon request by telephone, fax, U.S. Postal Service mail, e-mail, or in person at the NVTA's office.

G. Contact Information

Questions or comments about this plan may be submitted to:

Napa Valley Transportation Agency ATTN: Civil Rights Officer 625 Burnell Street
Napa, CA 94559
(707) 259-8631
(707) 259-8638

Published: 11/2025



Title VI/Environmental Justice/Public Participation Plan November 2025

Also available in Spanish and Filipino

Napa Valley Transportation Authority (NVTA)
625 Burnell Street
Napa, CA 94559

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EXECUTIVE SUMMARY

The mission of the Napa Valley Transportation Authority (NVTA) is to ensure the development of an efficient, effective and equitable transportation system for the residents, businesses and visitors to the Napa region, through a coordinated inter-jurisdictional decision making process. In order to carry out its mission to its fullest potential, NVTA solicits and receives input from all of its stakeholders, regardless of race, language or socioeconomic status.

Multicultural outreach and environmental justice initiatives are founded on the recognition of a community's cultural and economic diversity, as well as the awareness that some groups have not always enjoyed equal access to information, services, or other resources. Recent U.S. Census reports¹ indicate that Napa County fares better than many parts of the state: average rates of poverty in Napa County are below state averages and median income is higher than the state median across all categories (households, families, married-couple families and nonfamily households). However, these assessments cannot take into account the many cultural and economic challenges with which some individuals and groups are faced. As in other parts of California, the ethnic composition of Napa County is changing. Once predominantly Caucasian, the population of Hispanic or Latino residents has grown considerably in the last decade. Populations of Asian, African-American, Indo-European, Pacific Islander and Middle-Eastern people have also grown.

This Title VI Public Participation Plan (PPP) aims to identify communities that have been traditionally underserved by NVTA and determine the most effective ways to encourage the participation of these communities. The PPP is designed to be a living document that will be updated yearly to incorporate new data, methods, and outcomes, as identified through local outreach activities and best practices in the field. The NVTA will work with community partners to identify and implement strategies that remove barriers to access and participation for diverse community members.

¹ U.S. Census, 2020: American Communities Survey 5-Year Estimates



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1. INTRODUCTION

NVTA serves as the congestion management agency and public transit provider for the jurisdictions within Napa County, one of the nine Bay Area counties within Metropolitan Transportation Commission (MTC) region. According to the Metropolitan Transportation Commission's Vital Signs Data, which is sourced from the California Department of Finance, approximately 136,124 people reside on the roughly 740 square miles of land in Napa County as of 2025. Land types include a mixture of smaller, rural communities and agricultural land. NVTA provides services to a diverse group of stakeholders, with a mixture of English and non-English speakers from a variety of cultural and socioeconomic backgrounds. The NVTA makes every reasonable effort to address the needs of all stakeholders by providing equal access and opportunities for ongoing involvement and participation in its operations.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origins in programs and activities receiving federal financial assistance. Under federal regulations, transit operators must take reasonable steps to ensure persons have access to their activities and programs. Public participation opportunities, already provided to the public in English, should also be made accessible to persons who have a limited ability to speak, write, read, or understand English.

A. PURPOSE OF THE PUBLIC PARTICIPATION PLAN

This Plan attempts to identify all minority, low-income, and Limited English Proficient (LEP) populations located within the NVTA service area. The Plan describes existing outreach methods that are used to communicate NVTA programs and services to the public. It also addresses strategies that can be applied to increase the involvement of traditionally underrepresented or underserved groups in order to develop more inclusive plans for the future.

B. SUMMARY OF PLAN DEVELOPMENT

To assist in the preparation of this report, NVTA thoroughly reviewed its previous Title VI Plans to help facilitate an understanding of how inclusivity was previously and currently incorporated in the planning process, both before the COVID-19 pandemic and during when more of the planning process and outreach shifted to a virtual environment. This effort also included an attempt to thoroughly account for all minority and low-income populations served by NVTA through the use of updated American Community Survey data. As described in the 2025 Language Assistance Plan developed by NVTA, the agency plans to conduct training with operations, customer service, and dispatch staff in the future.

2. NAPA COUNTY PROFILE

A. COMMUNITIES

NVTA serves all of Napa County. This includes connections to portions of Solano County (Fairfield, Suisun, and Vallejo) and the Bay Area Rapid Transit (BART) Station in the City of El Cerrito. According to the Metropolitan Transportation Commission's Vital Signs Data, which is sourced from the California Department of Finance, the total population in Napa County was estimated to be 136,124 residents as of 2025. The City of Napa has the largest population, followed by the cities of American Canyon, St. Helena, Calistoga and Yountville as shown below.



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City of Napa	77,736
American Canyon	22,396
St. Helena	5,349
Calistoga	5,160
Yountville	2,638
Total	
Incorporated	113,279
Population	

In addition to the five incorporated cities and town listed above, there are several unincorporated communities within Napa County whose residents also depend on NVTA to meet their many and diverse transportation needs. Their total population was estimated to be 22,845:

Aetna Springs	Los Carneros
Angwin	Moskowite Corner
Berryessa Highlands	Mt. Veeder
Capell Valley	Oakville
Chiles Valley	Pope Valley
Circle Oaks	Rutherford
Deer Park	Silverado Resort
Dry Creek	Soda Canyon
Gordon Valley	Spanish Flat
Larkmead	Vichy Springs
Lokoya	

B. DEMOGRAPHICS

NVTA reviewed updated Census maps and data for Napa County in order to establish context for this PPP. According to the data available, the majority of Napa County residents identify themselves as Caucasian. A significant percentage of the local population identified as Hispanic or Latino, with a smaller number of respondents identifying as Asian, African American, or more than one race. According to a study², "immigrants are contributing to very rapid demographic change in Napa County, particularly in the urban areas in southern Napa County and Calistoga. This demographic shift is most evident in the student and young working-adult populations." Approximately 35% of Napa County residents identify themselves as Hispanic or Latino, and another 8.0% identify as Asian. Small enclaves of ethnically and culturally-diverse groups, such as Sikhs, Filipinos, and Native Americans live within NVTA's service area, in addition to a significant population of year-round agricultural workers. Given the predominance of undocumented immigrants working in agricultural labor as well as the use of contract firms based outside of Napa County, these numbers may underestimate the actual number of minority populations residing and working in Napa County.



² "Profiles of Immigrants in Napa County", Migration Policy Institute, May 2012, https://www.immigrationresearch.org/system/files/Napa-Profile.pd

A breakdown of the racial demographics in Napa County, as measured during the 2022 AmericanCommunity Survey 5-Year Estimates, are shown in **Table 1** below:

Table 1: Racial Demographics in Napa County

Total Population	137,384	
One Race	121,346	88.3%
White	87,333	63.6%
Black or African American	2,520	1.8%
American Indian or Alaska Native	1,386	1.0%
Asian	10,960	8.0%
Native Hawaiian or Other Pacific	422	0.3%
Two or more Races	16,038	11.7%
Hispanic or Latino (of any race)	48,182	35.1%

(Source: US Census, 2022 American Community Survey 5-Year Estimates, Napa County Table DP05)

Outside of Napa County, Hispanic or Latino peoples comprise approximately 30% of thepopulation in the neighboring City of Vallejo, located in Solano County. 17% of the Vallejo community identifies as African American and 24% identify as Asian or Pacific Islander. Vine Transit provides fixed route service through Vallejo that directly connects riders to and from Vallejo to Napa County.

Vine Transit also serves the Fairfield Transit Center and Suisun Train Station in Solano County, directly connecting those locations to Napa County. In Fairfield, 31% of the population is Hispanic or Latino, 18% are Asian and 14% are African American. In Suisun, 31.1% of residents are Hispanic or Latino, 20.3% are African American, and 17.3% are Asian.

C. LANGUAGE

In Napa County, approximately 85% of the population age 5 or older speaks English "very well" according to U.S. Census standards. This figure includes both native English speakers and speakers of multiple languages. Of the total population, approximately 34% of people speak a language other than English. Nearly 20% of those who speak another language, are considered to speak English "less than very well." These communities are the focus of this Title VI Program Update. Table 2 shows a numerical breakdown of languages spoken at home in Napa County. The percentages below row 4 (Speak a language other than English) are comparing those who speak another language to the total population 5 and older (129,849)

Table 2: Language Spoken at Home in Napa County for the Population 5 Years and Over

Speak English Very Well	85.07%
Speak English Less Than Very Well	19.65%
Speak only English	66.09%
Speak a language other than English	33.91%
Spanish or Spanish Creole	26.98%
French, Haitian, or Cajun	0.51%
German or other West Germanic languages	0.40%
Russian, Polish, or other Slavic languages	0.26%



Other Indo-European languages	1.51%
Korean	0.17%
Chinese (incl. Mandarin, Cantonese)	0.39%
Vietnamese	0.16%
Tagalog (incl. Filipino)	2.94%
Other Asian and Pacific Island languages	0.39%
Arabic	0.12%
Other and unspecified languages	0.08%

(Source: US Census Bureau, 2022 American Community Survey 5 Year Estimates, Napa County, Table C16001)

Please see the NVTA's 2025 Language Assistance Plan for Limited English Proficient (LEP) Populations for more information.

D. ECONOMIC CHARACTERISTICS

According to data from the California Employment Development Department, there was an average labor force of 71,406, employment of 68,011 and an unemployment rate of 4.8% in Napa County in the years 2018-2022 (the same time period as the 2022 ACS 5 Year Estimates). This data includes some high unemployment rates during the COVID-19 worldwide pandemic when job security was experiencing volatile changes. More recent data from 2024 shows an average labor force of 74,400, employment of 71,500 and an unemployment rate of 3.9%.

According to the California Department of Finance, Napa County has approximately 50,322 households in the County. Figure 1 displays median household income by Napa County Jurisdictions. Figure 2 shows individual Napa County residents with incomes below \$100,000 in the last 12 months.

Median HH Income By Jurisdiction: 2018-2023 180,000 160,000 140,000 120,000 100,000 80,000 60,000 40,000 20,000 0 **American Canyon** City of Napa Yountville St Helena Calistoga **■** 2018 **■** 2019 **■** 2020 **■** 2021 **■** 2022 **■** 2023

Figure 1: Median Household Income By Napa County Jurisdictions Years 2018 - 2023

Source: Metropolitan Transportation Commission's Vital Signs Income Data



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Figure 2: Napa County Residents with Incomes Below \$100,000 in the Last 12 months

Source: State of California Department of Finance, Report P-2C)

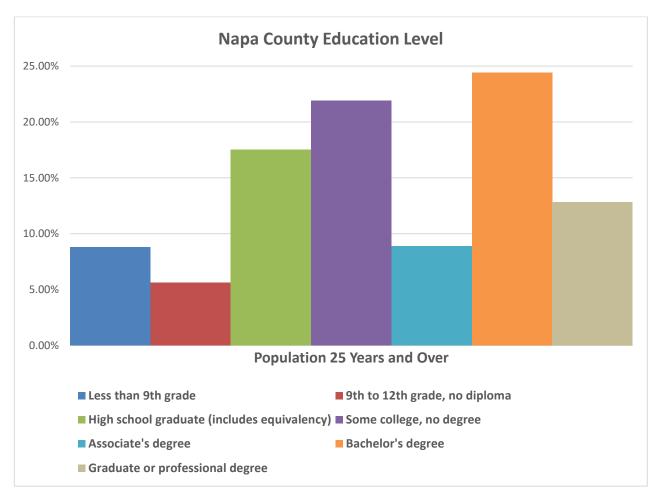
According to Metropolitan Transportation Commission's Vital Signs data, Napa County has a household median income of \$102,971, which is \$6,637 higher than the state household average of \$96,334 and \$25,488 lower than the Bay Area average of \$128,459. Additionally, the rate of poverty, i.e. the percentage of total families with an income belowthresholds that vary by family size and composition, is 8.9% according to 2023 Census Data accounting for all ages. This figure is below the California average of 12.0% of all families and the national average of 12.5%.

E. TRADITIONALLY UNDERSERVED COMMUNITIES

To determine which communities qualify for consideration as low-income and minority populations, NVTA analyzed U.S. Census Data and established partnerships with local community-based organizations and city and county agencies that serve these populations. NVTA acknowledges that sub-groups exist within traditionally underrepresented ethnic and income groups (e.g. individuals who are mentally or physically handicapped or homeless, etc.) and makes a reasonable effort to serve those sub-groups, as resources and staff permit. Agricultural laborers in Napa County are reported to have lower levels of formal education, as well as limited English proficiency and other cultural and socio-economic barriers that may prohibit access to information and services. **Figure 3** shows the education level of Napa County workers using the five-year estimates 2016-2020 ACS data. More recent data on education levels of Napa County workers on the US Census webpage was inaccessible due to the Federal Government shutdown. It is expected that the data reported with 2016-2020 ACS data has not experienced any significant fluctuations when compared to the more recent 2018-2022 ACS data. Therefore, staff is using the 2016-2020 data in its analysis.

Figure 3: Napa County Education Level





Source: 2016 - 2020 ACS Data: Table S1501

3. OPPORTUNITIES AND CHALLENGES FOR PUBLIC PARTICIPATION

A. INTRODUCTION

The NVTA faces a wide range of socio-economic challenges and ethnicity-based differences in meeting the needs of Napa County residents and visitors classified under Title VI regulations. Napa County's unique agricultural heritage and reputation attract people from every part of the world. Napa County is becoming more ethnically diverse and beginning to more closely reflect regional population patterns. The California Department of Finance projects that the number of residents who identify as Latino or Hispanic will grow by 28 percent, while the number of white residents may decline by more than half. By 2050, Latino or Hispanic residents are expected to make up 52 percent of the Napa County population, and 73 percent will be residents of color.

A significant percentage of people in Napa County are employed in the wine and hospitality industries, including many agricultural laborers. The interconnections that exist between industries in Napa County, such as between the wine and hospitality industries, also extend to, and have economic impacts on, other businesses and residents of Napa County. The wine industry continues to use an increasing amount of contract labor from third parties outside Napa, which is not reflected in the U.S. Census Bureau statistics for the area or their estimates for reliance on public transportation by this segment of the population.



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B. TARGET POPULATION AND NEEDS

Vineyard workers in Napa County have been identified as predominantly Hispanic or Latino and relatively young. Along with their extended families, these laborers represent a growing audience for the NVTA's Title VI community outreach efforts. Farmworker Housing Centers, churches, schools and community organizations serving the local Hispanic or Latino community, are provided with copies of translated NVTA materials and information on how to access Spanish-speaking staff or translators. Ongoing outreach to other ethnically, culturally or economically-disadvantaged groups throughout Napa County is maintained through regular contact with representatives from community based organizations (CBOs) and local agencies that serve these populations. Specific methods used for outreach to LEP individuals are also outlined in NVTA's 2025 Plan for Language Assistance.

Several studies³ indicate that the average age of employees outside of agriculture, both in and out of Napa County, is shifting to relatively older workers. This is particularly true for many hospitality industry employees. Napa County has a significant senior population, many of whom live on fixed incomes and have limited access to transportation due to economic, geographic, or physical limitations. The 65 and older population is the most rapidly growing population in Napa County, with the latest statistics indicating that 28% of Napa County residents are age 60 and above. Between 2020 and 2030, the older adult community in Napa County is expected to grow by 15% (+5,864 people). At a larger scale, by the year 2031, California will be home to 10.8 million people age 60 and over, nearly twice as many as in 2010. One out of every four Californians will be older adults, a seismic demographic shift that will change every aspect of our lives, from the structures of our families and communities to the drivers of the State's economy.4

C. PARTNERSHIPS WITH COMMUNITY BASED ORGANIZATIONS (CBOs)

NVTA has identified and maintains contact with a network of representatives from local Community Based Organizations (CBOs), non-profit, faith-based and volunteer groups, health care, legal aid and social service agencies, educators and administrators. This is one of the primary job functions of NVTA's bilingual outreach coordinator. The agency relies on these groups to provide input and feedback on their programs and services, as well as to disseminate information to the populations served by or involved with these groups and organizations. Enhanced outreach to these groups includes regular distribution of bilingual (Spanish and English) collateral materials with currentroute and scheduling information, as well as updates on new programs and services provided by telephone, email, website links and social media posts.

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⁴ California Department of Aging's 2021 Master Plan for Aging



³ "The Labor Market in Napa County, California: Opportunities and Challenges for the Wine Industry", IMPACT Napa Conference, North Bay Business Journal, August 29, 2013, http://www.northbaybusinessjournal.com/wpcontent/uploads/Robert-Eyler-economics-presentation-for-Impact-Napa-2013.pdf; "Economic Opportunity and Workforce Development in Napa County", Prepared for the Napa County Workforce Investment Board, September 2010. www.napaworkforce.org/portals/3/downloads/report/NapaEconRpt10.pdf; "Profiles of Immigrants in Napa County", Migration Policy Institute, May 2012, www.migrationpolicy.org/pubs/napa-profile

D. TRANSLATION AND INTERPRETIVE SERVICES

NVTA continues to enhance its efforts to provide equal access to low-income, minority and LEP populations. This is accomplished by translating website pages; distributing route schedules, reports and other agency materials in multiple languages; and making translation services more widely available at public venues, presentations and community events.

4. PUBLIC PARTICIPATION STRATEGIES

A. INTRODUCTION

Effective public participation activities should be open, relevant, timely and goal oriented. The public may have varied array of views and concerns on issues. Implementing strategies that utilize a variety of methods to engage the greatest number of people is critical. It is particularly important to conduct early and continuous public involvement as it brings diverse viewpoints and values into the decisionmaking process. NVTA continually strives to meet this strategic objective with existing staff, partnering with community based organizations and other resources.

Over the last three years, after the COVID-19 pandemic began to cease, NVTA increased its marketing and outreaching efforts to gain a more complete understanding of communities' needs and share information about transportation services offered by NVTA. As staff continues to work to improve and increase its presence in the community, the following factors will guide the agency in the design and implementation of public participation strategies:

- Size and/or scale of the plan or project (regional or county-wide, neighborhood level, etc.)
- Level of potential impacts, including social, economic and environmental impacts
- Opportunities to provide presentations to various organizations, groups, or schools
- Attending proven, well-attended events throughout Napa County to help drive direct one-on-one engagement

B. EXISTING NVTA OUTREACH HISTORY OF PUBLIC OUTREACH AND INVOLVEMENT ACTIVITIES

NVTA has and will continue to use a broad array of communication tools and resources to reach out to Napa County residents, businesses, CBOs, service agencies, schools, senior housing facilities, neighborhood and community groups, visitors, commuters and other potential transit-users groups, all of which havethe potential to include Title VI-qualifying communities. Some of the tools and methods used by NVTA to effectively disseminate information to Title VI groups and the larger community include:

- Implementing the language assistance measures outlined in the 2025 NVTA Plan for LEP **Populations**
- Translation of NVTA key website pages, documents and reports
 - o Google Translate is offered for translations on both NVTA's website and the Vine Transit website
- Making translators available at public meetings and events (both in-person and virtual)



NVTA strives to bring a Spanish-speaking employee to events targeting Spanish-

speaking audiences and one member of the NVTA Board of Directors is a fluent Spanish speaker who can offer translation as necessary at Board meetings.

- Using translation services for responses to individual public requests and service inquiries
- Including contact information for translation requests on all printed material
- Use of local bilingual radio, television and newspaper advertising
 - NVTA has advertised in a Voz Bilingual newspaper in the past
- Distribution of translated or bilingual collateral materials to local CBOs and community agencies
- Use of social media tools and resources
 - o NVTA has active Facebook, Instagram, NextDoor and X accounts
- Participation in local community events (both in-person and virtual)
- Hosting of public meetings at appropriate community venues

NVTA keeps a summary of these outreach activities and will continue to do so.

C. RECOMMENDED STRATEGIES

Pursuant to Title VI regulatory guidance, NVTA will continue to take reasonable steps to provide meaningful access to underserved populations identified within their service area. This includes ongoing efforts to improve access and opportunities for involvement in the identification of social, economic, and environmental impacts of proposed transportation decisions and programs. All public participation activities normally provided in English will continue to be made available to low-income, minority and LEP populations, using the methods and tools deemed most effective for reaching those audiences, including:

- Continued implementation of the 2025 NVTA Plan for LEP Populations and training for NVTA operations, driver and customer service staff on key plan components
- Expanded use of local and regional bilingual radio, television and newspaper advertising
- Continued use of translators and translated materials
- Expansion and continued use of the NVTA's contact database of CBO and other communityfocused organizations to maintain open communication, provide input and receive feedback
- Increased use of graphic signage and visually enhanced materials
- Increased use of website applications, posting of website notices and links to information
- Continued posting and distribution to local CBOs, churches, schools, libraries, cultural and community centers and service agency representatives of bilingual flyers, postcards and brochures
- Increased participation in community events
- Continued hosting of public meetings (both in-person and virtual)
- Consider new and creative types of engagement activities, such as design charrettes, games and contests, key person interviews, direct engagement with riders on the bus, etc.
- Explore ways to utilize WhatsApp to connect with the Spanish-Speaking Community since many of them tend to use that app on their smartphones

NVTA also plans to distribute copies of the agency's Public Participation Plan in English, Spanish and Filipino/Tagalog. In addition, NVTA will draft and implement project-specific public participation plans for any major projects or initiatives conducted by the agency. These plans will take into account the audiencesaffected by the project or initiative, their communication needs, as well as the strategies listed above.



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5. PERFORMANCE METRICS AND GOALS

A. MONITORING AND RECORDING

NVTA is committed to accountability and transparency throughout its operations. NVTA staff will continue to monitor and track public participation methods and make the results of those efforts available for review. Complaints, comments, and suggestions from Title VI individuals or groups will be monitored and tracked by designated NVTA staff.

NVTA has collected some existing information about the reach and effectiveness of its current methods and will continue to expand and use that information to improve access, programs and services. Some of the measurable objectives that the NVTA currently tracks or will implement as resources permit, include:

- Regular updates to contacts in the community partners database and outreach to low-income, minority and LEP individuals
 - NVTA currently communicates, collaborates, and coordinates with a host of social service organizations in Napa County including, but not limited to:
 - Molly's Angels, non-profit volunteers, Napa CA
 - Adult Day Services, day program center in Napa CA
 - Napa Valley Support Services, day program center & employer, Napa CA
 - Davita Dialysis, Napa CA
 - Napa Valley Dialysis Center, Napa CA
 - PSI, work center for disabled individuals, Napa CA
 - Abode, support for unhoused individuals, Napa CA
 - UpValley Family Centers, St Helena & Calistoga CA
 - Puertas Abiertas, Support for the Hispanic & Latino Community, Napa CA
 - CARE, support network for Queen of the Valley Hospital, Napa CA
 - Napa Valley Family Services, Napa CA
 - Napa Valley Community Housing, Napa CA
 - Napa Valley Volunteer Center, Napa CA
 - Clinic Ole, low income medical clinic, Napa CA
 - St. Helena Hospital, Deer Park CA
 - Napa Senior Center, Napa CA
 - American Cancer Society, Napa CA
 - North Bay Regional Center (NBRC), Napa CA
 - Napa County HHSA, Napa CA
 - Department of Rehabilitation, Napa CA
 - Napa Valley Unified School District, Napa CA
 - Napa County Public Authority, In-Home Supportive Services, Napa CA
 - Napa Valley College, Napa CA
 - Healthy Aging Populations Initiative (HAPI)
 - Rianda House, St. Helena, CA
 - Rohlffs Manor, Napa CA
- Tracking the number and percentage of comments or feedback received in languages other than English. NVTA tracks all inquiries, comments, and complaints. NVTA offers physical comment cards in English and Spanish and an online comment form (via the HappyFox software) that can be submitted in any language.
 - 164 total online comment submissions via HappyFox in FY 2022-2023. Of those, 0 were written in and responded to in Spanish



- 199 submissions in FY 2023-2024. Of those, three were written and responded to in Spanish
- 190 submissions in FY 2024-2025. Of those, two were written and responded to in Spanish
- Tracking the number and type of Title VI public complaints that the NVTA staff receive via phone, email, HappyFox and in-person visits

B. PUBLIC PARTICIPATION OUTCOMES

The Title VI Public Participation Plan is designed to identify opportunities for greater community involvement through implementation of thoughtful outreach methods and all tools available. These strategies will be applied with the goal of engaging the greatest possible number of residents and visitors, based on available resources and recognition of the unique characteristics, strengths and challenges of the Napa County transportation service area.

As NVTA increases its efforts to solicit involvement from these Title VI-qualifying communities, the agency hopes to see increased engagement from diverse community members. Hiring a bilingual outreach coordinator that focuses on reaching out to individuals from Title VI-qualifying communities has significantly impacted the agency's efforts, particularly with Spanish-speaking individuals. Ongoing engagement and participation will foster a two-way dialogue between transit providers and transit users, leading toimproved efficiency and service. NVTA will be able to better serve its customers, and its customers will realize greater benefits from the use of NVTA's services.



APPENDIX 3



TITLE VI Compliant Form

(Also available in Spanish and Filipino languages)

Title VI of the Civil Rights Act of 1964 states "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Title 42 U.S.C. Section 2000d

Please provide the following information necessary in order to process your complaint. A formal complaint must be filed within 180 days of the occurrence of the alleged discriminatory act. Assistance is available upon request. Please contact NVTA at (707) 259-8631.

Complete this form and return to:

Civil Rights Officer Napa Valley Transportation Authority 625 Burnell Street Napa, CA 94559

Complainant's Name:
Address: City:
State: Zip Code:
Telephone (Home): (Work):
Person(s) discriminated against (if other than complainant)
Name:
Address: City:
State: Zip Code:
Telephone (Home): (Work):
What is the discrimination based on?
☐ Race/Color ☐ National Origin

Page 1 of 2

Date of the alleged discrimination	on:	Location:	
Agency or person that who was	responsible for a	lleged discrimination:	
Describe the alleged Discrimina believe wasresponsible (for add			
this form.			
List names and contact informa	ation of persons w	ho may have knowled	ge of the
allegeddiscrimination.			
How can this complaint be resc	lved? How can th	e problem be correcte	<u></u> d?
,			
Please sign and date. The comp You may attachany written mater relevant to your compliant.			
Signature		Date	
Signature		Date	

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APPENDIX 4



Systemwide Title VI Service Standards and Policies

In preparation for the Title VI update, the Napa Valley Transportation Authority is required to adopt and then apply Vine Transit's Systemwide Service Standards and Policies to fixed route service. Vine Transit's service standards and performance measures were last updated and approved by the Napa Valley Transportation Authority's Board of Directors at their May 21, 2025 meeting. The required Title IV standards are:

- System-wide Service Standards
 - a. Vehicle Load
 - b. Vehicle Headways
 - c. On-time Performance
 - d. Service Availability
- System-wide Service Policies
 - a. Vehicle Assignment
 - b. Transit Amenities

Systemwide Service Standards

<u>Vehicle Load</u> Factor is described as follows by FTA Circular 4702.1B:

Vehicle load can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees. A vehicle load standard is generally expressed in terms of peak and offpeak times.

Vine Calculates vehicle load factor based on the following performance measures & standards:

- 1) Fixed Route: Less than 1.5 in peak for local service, less than or equal to 1.0 in off peakfor local service. All commuter services should be equal to or less than 1.0 during all times of day.
- 2) Paratransit: Never exceed 1.0
- **3)** Community Shuttles: Less than 1.5 in peak for local service, less than or equal to 1.0 inoff peak.

Vehicle Load Factor is monitored regularly and used to determine whether additional capacity needs to be added to specific trips or routes based on changing demand patterns.

Vehicle Headway is described as follows by FTA Circular 4702.1B:

Vehicle headway is the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Vehicle headways are measured in minutes (e.g., every 15 minutes. Headways and frequency of service are general indications of the level of service provided along a route. Vehicle headway is one component of the amount of travel timeexpended by a passenger to reach his/her destination.

On-Time Performance is described as follows by FTA Circular 4702.1B:

On-time performance is a measure of runs completed as scheduled. This criterion first must define what is considered to be "on time." For example, a transit provider may consider it acceptable if a vehicle completes a scheduled run between zero and five minutes late in comparison to the established schedule. On-time performance can be measured against route origins and destinations only, or against origins and destinationsas well as specified time points along the route. Some transit providers set an on-time performance standard that prohibits vehicles from running early (i.e., ahead of schedule) while others allow vehicles to run early within a specified window of time (e.g., up to fiveminutes ahead of schedule). An acceptable level of performance must be defined (expressed as a percentage). The percentage of runs completed system-wide or on a particular route or line within the standard must be calculated and measured against thelevel of performance

for the system.

Vine Transit defines a bus as late if it departs the "time point" five (5) or more minutes later than the published time. Buses are considered early if they depart from a published time pointmore than 1 minute prior to the scheduled departure.

Current Standard: Vine Transit has an adopted on-time performance goal of 90 percent. On-time performance is regularly monitored and tracked.

<u>Service Availability</u> is described as follows by FTA Circular 4702.1B:

Service availability is a general measure of the distribution of routes within a transit provider's service area. For example, a transit provider might set a service standard to distribute routes such that a specified percentage of all residents in the service area are within a one-quarter mile walk of bus service or a one-half mile walk of railservice. A standard might also indicate the maximum distance between stops or stations. These measures related to coverage and stop/station distances might alsovary by population density.

Vine Transit determines transit service availability by mapping all active bus stops within the system and then calculating the population that resides within three-quarter mile radii of those stops. This information is then compared to the total service area population.

Systemwide Service Policies

The FTA requires fixed-route transit providers to develop a policy for each of the following service indicators. The following policies differ from service standards in that they are not based on meeting a quantitative threshold, but rather qualitative evaluation results.

Vehicle Assignment is described as follows by FTA Circular 4702.1B:

Vehicle assignment refers to the process by which transit vehicles are placed into service in depots and on routes throughout the transit provider's system. Policies for vehicle assignment may be based on the age of the vehicle, where age would be a proxy for condition. For example, a transit provider could set a policy to assign vehicles to depots so that the age of the vehicles at each depot does not exceed the system-wide average. The policy could also be based on the type of vehicle. For example, a transit provider mayset a policy to assign vehicles with more capacity to routes with higher ridership and/or during peak periods.

Vine Transit currently has several general types of fixed-route buses in the fleet, all of which are maintained to the same strict standards:

- 23 to 25 foot medium-duty transit buses
- 28-foot medium-duty transit buses
- 30-foot heavy-duty transit buses
- 30 foot electric buses
- 35-foot heavy-duty transit buses
- 40-foot heavy-duty transit buses
- 40 foot electric buses

Proposed Policy: All buses have the same level of amenities (i.e. air conditioning, wheelchair lifts, automated stop announcements, bike racks) available to riders. Buses are not assigned to specific communities within Vine Transit's service area based on vehicle age, but rather to serve specific routes that call for vehicles of differing lengths based street limitations and ridership. Many of the routes serve multiple communities with diverse populations. Given Vine Transit's strict standards with respect to maintenance, age does not serve as a viable proxy for diminished quality.

<u>Transit Amenities</u> are described as follows by FTA Circular 4702.1B:

Transit amenities refer to items of comfort, convenience, and safety that are available to the general riding public. Fixed-route transit providers must set a policy to ensure equitable distribution of transit amenities across the system. Policies in this area addresshow these amenities are distributed within a transit system, and the manner of their distribution determines whether transit users have equal access to these amenities. This is not intended to impact funding decisions for transit amenities. Rather, this applies after a transit provider has decided to fund an amenity.

Proposed Policy: Transit amenities are distributed on a system-wide basis. Transit amenities include shelters, benches, and real time signage. The location of transit amenities is determined by factors such as ridership, individual requests, staff feeommendations, location (i.e. does a stop

have enough space to add a shelter without obstructing ADA path of travels or does the jurisdiction/entity that owns the land permit such amenities) and vendor preference(in the case of shelters which feature advertisements).

				1	FFECTIVEN	NESS				PERF	ORMANCE/E	FICIENCY
Service Type	Density	Peak and Base Fre- quencies*	Service Span*	Scheduling	Route Structure	Load Fac- tor*	Vehi- cles	Stop Spacing	Stop Amenities*	Farebox Recov- ery	Passen- gers per hour	On-time Perform- ance*
Local (City of Napa Fixed Routes and Routes 10 and 11)	4,000 to 5,000 (Medium Den- sity) [such as urban areas of Napa]	Not to exceed 30 minutes in the peak and 60 minutes midday	7 AM to 7 PM (Monday to Satur- day); 5AM to 9 PM for valley- wide commuter routes.	Clock Head- ways preferred	Modified Grid: uses the layout of the urban area	1.25	Standard 40' or smaller vehicle to meet load	1/4 to 1/2 mile depending on density	Shelters based on high ridership routes in areas with lower frequency	Meet or exceed 17%	Twelve passenger per hour	90% of service will operate on time (between 0 minutes early and 5 minutes late)
Regional (Urban) (Routes 21 & 29)	3,000 to 4,000 (Low Density)	Not to exceed 2 hours in the peak. No Midday standard.	6 AM to 7 PM (Monday to Friday) 9 PM for valley- wide commuter routes.	Scheduled to meet regional connections	Focal Point: provides access between two focal areas to provide regional and intercity connectivit y	1.00	Standard 40' or smaller vehicle to meet load	1/2 to 1 mile depending on density or trip generators and attractors (such as school, shopping, medical)	Shelters based on high ridership routes in areas with lower frequency	Meet or exceed 17%	Seven passengers per hour	90% of service will operate on time (between 0 minutes early and 5 minutes late)
Community (American Canyon)	3,000 to 4,000 (Low Density)	Not to exceed 45 minutes in the peak and 90 minutes midday	7 AM to 5 PM (Monday to Friday) or based upon available funds	As required to meet demand	Focal Point: provides access between focal areas within a small community	1.25	30' vehicle or smaller	1/2 to 1 mile depending on density or trip generators and attractors (such as school, shopping, medical)	Shelters based on high ridership routes in areas with lower frequency	Meet or exceed 10%	Five passenger per hour	90% of service will-operate on-time-(between 0-minutes-early and 5 minutes late) 90% of service will arrive within 30 minutes of call in
City Demand Response (Calistoga, St. Helena, and Yountville)	3,000 and below	Upon call in, service will arrive within 15 - 30 minutes.	Service based upon available funds	As requested	No standard	No standard	30' vehicle or smaller	No standard	Shelter locations are responsibility of city partners	Meet or Exceed 10% (includes City or other sponsor funding)	Two passengers per hour	90% of service will arrive within 30 minutes of call in

1.1.2 Performance Measures and Performance Standards

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

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

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

1.1.3 Operate Safe, Reliable, and Comfortable Service

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

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

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

1.1.4 Efficiently Use of Resources

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

Measure	Standard		
	Fixed Route: Increase over prior fiscal year		
	Paratransit: Growth should not lead to denials		
Total Ridership	Community Shuttles: Growth should not lead to		
	excessive wait times		
_	Fixed Route: Greater than 80% of system average		
Passengers per Revenue	Paratransit: Greater than 2.0		
Vehicle Hour	Community Shuttles: Greater than 4.0		
	Fixed Route: At or less than \$6.50		
Subsidy per Passenger	Paratransit: At or less than \$40		
	Community Shuttles: At or less than \$15		
Operating Cost per Service	Fixed Route: At or less than \$60		
Hour	Tixed Route. At or less than 900		
Operating Cost per Revenue	Paratransit: At or less than \$90		
Hour	Community Shuttles:		
Operating Cost per	Fixed Route: At or less than \$4.50		
Operating Cost per Passenger	Paratransit: At or less than \$24		
r assenger	Community Shuttles: At or less than \$75		
	Fixed Route: Meet or exceed 15%.		
Farebox Recovery Ratio	Paratransit: Meet or exceed 10%.		
	Community Shuttles: Meet or exceed 10%.		
	Fixed Route: Less than 1.5 in peak for local service,		
	less than or equal to 1.0 in off peak for local service.		
	All commuter services should be equal to or less than		
Load factor	1.0 during all times of day.		
	Paratransit: Never exceed 1.0		
	Community Shuttles: Less than 1.5 in peak for local		
	service, less than or equal to 1.0 in off peak.		
Percent Missed Trips per Trip	Fixed Route: Less than .01%		
Miles	Paratransit: 0%		
	Community Shuttles: Less than .01%		
	Fixed Route: Equal or greater than 90% on-time		
Scheduled On-Time Arrivals	Paratransit: Equal or greater than 97% on-time		
21544.54 5 11116 7 1111416	Community Shuttles: 90% of service will arrive within		
	30 minutes of request for service.		
	Fixed Route: Less than 1 per 100,000 revenue miles		
	Paratransit: No more than 1 complaint for every 600		
Complaints	passenger trips.		
	Community Shuttles: Less than 1 per 5,000 revenue		
D ((T : D :)	miles		
Percent of Trips Denied	Paratransit: 0%		

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

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

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

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

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



Title VI Complaint Procedure

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin. If you feel you have been subjected to discrimination under Title VI you may file a complaint by contacting the Napa Valley Transportation Authority Civil Rights Officer by mail at 625 Burnell Street, Napa, CA 94559 or by phone at 707-259-8631 or by email at info@nvta.ca.gov

Procedimiento De Queja Titulo VI

Titulo VI del Acta de Derechos Civiles de 1964 prohibe discriminacion en función de raza, color, o nacionalidad. Si usted siente que haya sido objeto de discriminacion, podra presentar una queja por escrito al Gerente de Oficial de Derechos Civiles de Napa Valley Transportation Authority por correo a 625 Burnell Street, Napa, CA 94559 o por telefono a (707) 259-8631 o correo electrónico a info@nvta.ca.gov

Pamamaraan Sa Reklamo Ng Title VI

Pinagbabawal ng Titulo VI ng Batas Sibil ng Pagkilos ng 1964 ang diskriminasyon batay sa lahi, kulay, at bansang pinagmulan. Kung sa palagay mo na ikaw ay napailalim sa diskriminasyon batay sa nasabing Titulo VI, maaari kang magsampa ng reklamo sa pamamagitan ng pagkontak sa Napa Valley Transportation Authority Civil Rights Officer sa pamamagitan ng koreo sa 625 Burnell Street, Napa, CA 94559, o tumawag sa (707) 259-8631 o mag-email sa info@nvta.ca.gov



List of Transit-Related Title VI Investigations, Complaints and Lawsuits

In order to comply with the requirements of Circular 4702.1B, FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by the entities other than FTA; lawsuits; and complaints naming the recipient. This list shall include the date that the investigation, lawsuit, or complaint was filed; summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to, the investigation, lawsuit, or complaint.

Napa Valley Transportation Authority has not received any Title VI Investigations or Lawsuits since the submission of its last Title VI Program. Below is the list used for tracking these incidents when they occur:

Title VI Investigations, Lawsuits and Complains

	Date (Month, Day, Year)	Summary (Include basis of complaint: race, color, or national origin)	Status	Action Taken
Investigations				
1.	N/A			
Lawsuits				
1.	N/A			
Complaints				

Racial Breakdown of the Membership of Transit-Related Advisory Committees

	Paratransit Coordinating Council(PCC)	Citizens Advisory Committee (CAC)	Active Transportation Advisory Committee (ATAC)
Approved Membership Positions	9	19	11
Filled Membership Positions	5	10	8
Members Completing Survey	0	5	2
American Indian/Alaskan Native			
Black or African American (Non- Hispanic Origin)			
White or Caucasian		5	1
Hispanic (Mexican, Puerto Rican, Cuban, Central or South African or other Spanish Origin)			1
Asian/Pacific Islander			

Outreach Efforts to Encourage Participation

NVTA values the ethic and cultural diversity of the public it serves in Napa County. Accordingly, when committee vacancies occur, NVTA will ensure that effective efforts are made to encourage the participation of minorities on such committees.

NVTA will utilize a number of strategies to promote meaningful participation by underrepresented groups, including targeted outreach. Methods may include, but are not limited to, one or more of the following:

- Paid and free notices in the local media, especially those ethically, culturallybased for the targeted group NVTA is trying to reach. This effort includes print, electronic and social media.
- Translating notices into the native language of the targeted group.
- Posting the vacancy on NVTA's website.
- Outreach to civic, cultural or human services organizations known to serve the

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- targeted group informing them of the opportunity and need and enlisting their help.
- Notifying the municipalities within the county of the vacancy and underrepresentation.
- Placing informational signs on the Vine buses, bus stops/shelters, Customer service, NVTA office, and other facilities.



RESOLUTION No. 25-XX

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) ADOPTING THE REVISED NVTA TITLE VI PROGRAM POLICY

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

WHEREAS, Title VI of the Civil Rights Act of 1964 requires recipients of federal grants and other assistance to operate their programs and services without regard to, or discrimination based on, race, color or national origin; and

WHEREAS, the Federal Transit Administration (FTA) issued Circular FTA C 4702.1B, effective October 1, 2012, establishing requirements and guidelines for Title VI compliance; and

WHEREAS, the above-referenced Circular details required elements of a Title VI Program Report that each FTA grant recipient must submit to FTA every three (3) years to verify compliance with Title VI;

WHEREAS, NVTA's submitted an updated program report to FTA on November 27, 2019;and

WHEREAS, NVTA's Title VI Program was awarded Concur status on July 28, 2022 by FTA, pending compliance with additional requirements; and

WHEREAS, NVTA has revised the Title VI Program Plan, in response to the Review Assessment to ensure NVTA's compliance with Title VI, for Board consideration and approval.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the NVTA Revised Title VI Program as set forth in the Title VI Program; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Executive Director, or designee, to:

- Include evidence of the Board's consideration and approval of the Title VI Program; and
- Take any other steps necessary to give effect to this Resolution, including responding to any follow-up inquiries from the FTA.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on November 16, 2022, by the following vote:

Passed the 19 th day of November, 2025.	
Mark Joseph, NVTA Chair	Ayes
Nays:	
Absent:	
ATTEST:	
Laura Sanderlin, NVTA Board Secretary	
APPROVED:	
Osman, NVTA Legal Counsel	

APPENDIX 9 - Website accessed on November 2, 2025

A System Alert: Route G Construction & Detour Notice



The Vine is operated by Napa Valley Transportation Authority (NVTA)

CONTACT US

ROUTES

FARES

VINE GO

MORE

Title VI

Title VI Notice to Public

The Napa Valley Transportation Authority is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Its objective is to:

- · Ensure that the level and quality of transportation service is provided without regard to race, color, or national origin;
- Promote the full and fair participation of all affected populations in transportation decision making;
- Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations;
- · Ensure meaningful access to programs and activities by persons with limited English proficiency.

View NVTA's full Title VI Policy.

The Napa Valley Transportation Authority is committed to a policy of non-discrimination in the conduct of its business, including its Title VI responsibilities and to the delivery of equitable and accessible transportation services. Any person who believes that he or she has been subjected to discrimination under Title VI on the basis of race, color or national origin may file a Title VI complaint with Napa Valley Transportation Authority. Any such complaint must be in writing and submitted to the Napa Valley Transportation Authority within one hundred eighty (180) days following the date of the alleged discrimination.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs receiving financial assistance.

There are several ways to file a complaint. Complaints may be filed in writing and mailed to Manager of Human Resources and Administration, Napa Valley Transportation Authority, 625 Burnell St., Napa, CA 94559-3420. A copy of the Title VI Complaint Form is available online at the links below, or you may request a form by calling (707) 259-8631. We encourage use of the Title VI Complaint Form.

Title VI Complaint Procedure

This section outlines the Title VI complaint procedures related to providing programs, services, and benefits. However, it does not deny the complainant the right to file a formal complaint(s) with any other federal, state, or local agencies or seek private counsel for complaints alleging discrimination, intimidation, or retaliation of any kind that is prohibited by law.

General

Any person who believes that he or she, individually, or as a member of any specific class of persons, has been subjected- to discrimination on the basis of race, color, or national origin as noted below may file a written complaint with the Napa Valley Transportation Authority, Director of Civil Rights, 625 Burnell St., Napa, CA 94559-3420. Complainants have the right to complain directly to the appropriate federal agency. Every effort will be made to obtain early resolution of complaints. The option of informal meeting(s) between the affected parties and the Director of Civil Rights may be utilized for resolutions.

A complaint must meet the following criteria for acceptance:

- The Complaint must be filled within 180 days of alleged occurrence;
- The allegation must involve a covered basis such as race, color or national origin.
- The allegation must involve a NVTA service under any program or activity receiving federal financial assistance.

A complaint may be dismissed for the following reasons:

- The Complainant requests the withdrawal of the complaint.
- The Complainant fails to respond to repeated requests for additional information needed to process the complaint.

English annot be located after reasonable attempts.

Procedure

NVTA has in place a Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in the Federal Transit Administration Circular 4702.1A, dated May 13, 2007. The complaint procedure must meet the following requirements outlined below:

- 1. **Submission of Complaint:** Any person who feels that he or she, individually, or as a member of any class of persons, on the basis of race, color, national origin, age, sex, disability, religion, or low-income status has been excluded from or denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance through NVTA may file a written complaint with the Director of Civil Rights. Such complaint must be in writing and signed by complainants(s).
 - In cases where Complainant is unable or incapable of providing a written statement, a verbal complaint may be made. The Director of Civil Rights will interview the Complainant and assist the person in converting verbal complaints to writing. All complaints must, however, be signed by the Complainant or his/her representative.
 - Include the date of the alleged act of discrimination date when the Complainants became aware of the alleged act of discrimination; or the date on which that conduct was discontinued or the latest instance of conduct.
 - · Present a detailed description of the issues, including names and job titles of those individuals perceived as parties in the complaint.
 - Federal and state law requires complaints be filed within 180 calendar days of the alleged incident.
- 2. **Referral to Review:** Upon receipt of the Complaint, the Director of Civil Rights in consultation with NVTA's Legal Counsel will determine its jurisdiction, acceptability, need for additional information, as well as assign the complaint to a Specialist to evaluate and investigate the merit of the complaint. The Specialist shall complete their review no later than 45 calendar days after the date NVTA received the Complaint. If more time is required, the Director of Civil Rights shall notify the Complainant of the estimated time-frame for completing the review.
- 3. **Upon completion of the review:** The Specialist shall make a recommendation regarding the merit of the Complaint and whether remedial actions are available to provide redress. Additionally, the staff may recommend improvements to NVTA's processes relative to Title VI and environmental justice, as appropriate. The Specialist shall forward their recommendation to the Director of Civil Rights for their concurrence. If the Director of Civil Rights concurs, he shall issue NVTA's written response to the Complainant.
- 4. **Documentation:** The investigative report and its findings will be reviewed by the Executive Director and in some cases the investigative report and findings will be reviewed by NVTA's Legal Counsel. The report will be modified as needed. The Executive Director and Legal Counsel will make a determination on the disposition of the complaint.
- 5. **Notice of determination**: A Notice of Determination will be mailed to the Complainant. Notice shall include information regarding appeal rights of Complainant and instructions for initiating such an appeal. Notice of Appeals are as follows: a. NVTA will reconsider this determination, if new facts, come to light. b. If Complainant is dissatisfied with the determination and/or resolution set forth by NVTA, the same complaint may be submitted to FTA for investigation. Complainant shall be advised to contact the Federal Transit Administration.
- 6. **Request for Reconsideration:** If the Complainant disagrees with the Executive Director's response, he or she may request reconsideration by submitting the request, in writing, to the Executive Director within 10 calendar days after receipt of the Executive Director's response. The request for reconsideration shall be sufficiently detailed to contain any items the Complainant feels were not fully understood by the Executive Director. The Executive Director will notify the Complainant of his/her decision either to accept or reject the request for reconsideration within 10 calendar days. In cases where the Executive Director agrees to reconsider, the matter shall be returned to the Director of Civil Rights to reevaluate in accordance with Paragraph 2, above.
- 7. **Appeal:** If the request for reconsideration is denied, the Complainant may appeal the Executive Director's response to the Complaint by submitting a written appeal to NVTA's Board of Directors no later than 10 calendar days after receipt of the Executive Director's written decision rejecting reconsideration.
- 8. **Submission of Complaint to the Federal Transit Administration:** If the Complainant is dissatisfied with NVTA's resolution of the Complaint, he or she may also submit a complaint to the Federal Transit Administration for investigation. In accordance with Chapter IX, Complaints, of FTA Circular 4702.1A, such a complaint must be submitted within 180 calendar days after the date of the alleged discrimination. Chapter IX of the FTA Circular 4702.1A, which outlines the complaint process to the Federal Transit Administration, may be obtained by requesting a copy from NVTA at (707) 259-8631.

You may also download a complaint form from FTA's website. Go to https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-ada/fta-civil-rights-complaint-form for more information.

Limited English Proficiency Policy Statement and Available Resources

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance. Title VI and its implementing regulations require that FTA recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP).

nglish:	
Inline Complaint Form	
ownloadable Complaint Form	
spañol:	
n línea Formulario De Queja	
escargable Formulario De Queja	
ilipino:	

For more information regarding Title VI or need further language assistance, please contact Vine Transit through our Contact page or call (707) 259-

Contact

8631.

625 Burnell Street Napa, CA 94559-3420

Transit Center Phone

Sa Online Form Para sa Reklamo

Maida-download Form Para sa Reklamo

(707) 251-2800 1-800-696-6443

Customer Service Hours

Monday - Friday: 7:30AM - 5:30PM Saturday: 10:00AM - 2:00PM Sunday: Closed

Administration

Procurement
Board of Directors
Planning and Projects
Careers at Vine and NVTA
Title VI

Policies



TITLE VI FARE EQUITY ANALYSIS - MARCH 2024

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INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in programs and activities receiving Federal financial assistance. Federal Transportation Administration (FTA) Circular 4702.1B requires FTA recipients serving populations of 200,000 or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact. FTA Circular 4702.1B does not require NVTA to perform an equity analysis, as a matter of policy Vine Transit performs equity analyses as guided by FTA Circular 4702.1B. This document is an analysis of Vine Transit's planned fare increase.

BACKGROUND

Since the last fare increase in 2015, total operational costs for the Vine Transit System have increased 43% or \$4,183,574.

By statute, the Vine, including American Canyon Transit, must collect passenger fares, advertising, and local contributions an amount equal to 15% of its operating cost. This is referred to as the farebox recovery ratio. This threshold was waived starting in 2020, but NVTA will once again be required to meet that ratio by FY2026. Over the last two fiscal years, Vine Transit has failed to reach the required farebox ratio. If TDA laws were currently being enforced, NVTA could be subject to a reduction in TDA funding and Vine Transit would have to initiate service reductions, which would result in less passengers, farebox, and additional service reductions.

Additionally, the NVTA Board of Directors in July 2014 adopted a Fare Policy which directs Vine Transit to propose a fare adjustment every three years or when operations fail to reach its required farebox ratio. The Vine and American Canyon Transit missed its obligatory 15% target in Fiscal Year 2022-2023 with a Farebox Recovery Ratio of 11.07% as well as in Fiscal Year 2023-2024 Vine Transit in its unaudited financial statement will miss the required 15% farebox ratio for the fourth consecutive year. The table below illustrates the farebox recovery generations compared to the increase in operating expenses.

Table 1: Transit Fund Farebox and Operating Expenses FY2015 to FY2023

	FY15		FY16		FY17	FY18
Farebox	\$1,310,234		\$ 1,231,773	\$1	,247,968	\$1,330,940
Farebox Inc/(Dec)	-		-6.0%		1.3%	6.6%
Operating	\$11,672,743		\$11,547,760	\$13	,324,993	\$13,480,279
Less Depreciation	\$(1,941,161)		\$(2,021,976)	\$(2,	659,937)	\$(2,716,530)
Total Operating	\$ 9,731,582	\$	9,525,784	\$ 10	,665,056	\$10,763,749
Operating						
Inc/(Dec)	-		\$(205,798)	\$1	,139,272	\$98,693
Percentage			-2.1%*		12.0%	0.9%
Overall Increase	-		-			
in Operating from						
FY2015					9.6%	10.6%
Vine Farebox						
Recovery Ratio	15.03%		19.51%		18.42%	17.98%

^{*}New contract executed

	FY19	FY20	FY21	FY22	FY23
Farebox	\$1,276,122	\$993,746	\$515,553	\$580,477	\$871,140
Farebox Inc/(Dec)					
	-4.1%	-22.1%	-48.1%*	12.6%	\$50.1%
Operating	\$13,937,571	\$14,064,048	\$12,265,554	\$13,947,378	\$16,132,479
		_			
Less Depreciation	\$(2,676,250)	\$ (2,635,809)	\$ (2,576,209)	\$ (1,725,069)	\$(2,217,323)
			_		
Total Operating	\$11,261,321	\$ 11,428,239	\$ 9,689,345	\$ 12,222,309	\$13,915,156
Operating					
Inc/(Dec)	\$497,572	\$166,918	\$(1,738,894)	\$2,532,964	\$1,692,847
Percentage	4.6%	1.5%	-15.2%	26.1%	13.9%
Overall Increase in					
Operating from					
FY2015	15.7%	17.4%	-0.4%	25.6%	43.0%
Vine Farebox					
Recovery Ratio	17.1%	13.41%	8.61%	8.99%	11.07%

^{*}Covid 19 Pandemic, free fares to Sept 2021

July 2024 Fare Adjustments

Vine Transit is proposing an increase of between three percent (3%) and twenty-five percent (25%). Adult fares would increase to \$2.00 per ride from \$1.60. This change would result in a \$1.25 youth fare and a \$1.00 senior and disabled fare per the adopted Vine Fare Policy. The fare increase would subsequently change the pass fare structure as well in accordance with the Vine Fare Policy. This proposed fare increase would change the standard VineGo fare as well to \$3.50 for a single zone and \$7.00 for a multi zone trip. The Route 21 cash fare would go from \$3.00 to \$3.50 and Route 29 fares would go from \$5.50 to \$6.00Additionally, the Route 11X pricing would be changed from matching the Express routes to aligning with the local routes just like the Route 11. The proposed new fares are included in Appendix 1.

TITLE VI POLICY

NVTA will ensure that its programs, policies, and activities all comply with the Department of Transportation's (DOT) Title VI regulations. The Authority is committed to creating and maintaining public transit service that is free of all forms of discrimination. NVTA will take whatever preventive, corrective, and disciplinary action necessary to address behavior that violates this policy or the rights and privileges it is designed to protect.

METHODOLOGY

Using the results of the most recently completed MTC Vine Survey in Spring 2019, NVTA staff compared the demographic information gathered about Vine riders with the 2020 Decennial Census Data and the 2022 one year and five year (2018-2022) American Community Survey data. MTC comissioned a new survey in later 2023, but it will not be completed, and the data will not be available until mid-2024. The geographical areas for the demographic data of the general population included all areas within ¼ of a bus stop when available and if that level is not available, demographic data on Napa County residents. Extrapolating from this data, staff was able to predict how the proposed fare change would affect certain populations based upon the overall service area demographics.

The Disproportionate Burden Analysis was completed by comparing the percentage of households with income under 200% of the federal poverty line. This is a standard measure in the Bay Area in determining Equity Priority Communities (previously Communities of Concern). Staff also compared the percentage of zero vehicle households as these people are more likely to be transit dependent.

EFFECTS OF PROPOSED FARE CHANGES ON MINORITY AND LOW INCOME POPULATIONS

System Wide Effects

The recommended fare change would increase the base adult fare by \$.40 from \$1.60 to \$2.00 and increase all other fare types in accordance with the Vine Fare Policy. The

increase will apply to routes A-G, 10, 11, and 11X. The routes 29 and 21 fares increase at lower rates. The total projected change in fare revenue resulting from the fare increase is approximately \$116,000.

Table 2 Rider and General Population Demographic

	Vine Ridership	General Population	Difference
	from MTC	within ¼ Mile of	
	Survey	Transit Stops	
Percent Minority	56%	57.5%	-1.5%
Population			
Percent of	54%	22.2%	31.8%
Households Under			
200% of Poverty Level			
Percent of Zero	40%	6.7%	33.3%
Vehicle Households			

Disparate Impact Analysis

The minority population among Vine ridership is close to that of the general population at -1.5% lower than that of the general population within the affected jurisdictions. Since the minority population is slightly lower than the general population, the analysis indicates that it is does not constitute a disparate impact.

Disproportionate Burden Analysis

In analyzing the percentage of households with annual income under 200% of the federal poverty level, NVTA staff found that Vine riders are much more likely than the general population to be under 200% of the federal poverty level by 31.8%. NVTA staff also analyzed the percentage of zero vehicle households and found that Vine riders, are more likely to live in households without vehicles by 33.3% compared to the general population. This is important because these riders are more likely to be transit dependent and therefore more affected by an increase in fares.

CONCLUSION

There are significantly more low income and zero vehicle households than in the general population affected by the fare changes. The results of the disproportionate burden analysis has to be balanced by the alternative solution to address the farebox problem which would be to cut service in future years. The alternative solution would likely result in greater negative impact on these transit dependent riders.

Appendix 1	Proposed Fare Table
Appendix 2	Decennial Census 2020 and American Communities Survey 2023 5yr Data

Appendix 1 Proposed Fare Table

Appendix i i i i i i i i i i i i i i i i i i	Current	Proposed	Numerical Difference	% Difference
FARES				
Adult, now including 11X	\$1.60	\$2.00	\$0.40	25%
Youth, now including 11X	\$1.10	\$1.25	\$0.15	14%
Senior/Disabled/Medicare, now				
including 11X	\$0.80	\$1.00	\$0.20	25%
Express (Route 21)	\$3.00	\$3.50	\$0.50	17%
BART (Route 29)	\$5.50	\$6.00	\$0.50	9%
Cash, Paratransit (One Zone)	\$3.20	\$4.00	\$0.30	9%
Cash, Paratransit (Two Zones)	\$6.40	\$8.00	\$0.60	9%
31-Day Pass, Adult	\$53.00	\$55.00	\$2.00	4%
31-Day Pass, Youth	\$36.00	\$37.00	\$1.00	3%
31-Day Pass,				
Senior/Disabled/Medicare	\$26.50	\$27.50	\$1.00	4%
31-Day BART	\$120.00	\$125.00	\$5.00	4%
20-Ride Pass, Adult (Local routes				
10, 11 one "ride", 21 two(2) "rides",				
29 three (3) "rides")	\$29.00	\$30.00	\$1.00	3%
20-Ride Pass, Youth (Local routes				
10, 11 one "ride", 21 two(2) "rides",				
29 three (3) "rides")	\$20.00	\$21.00	\$1.00	5%
20-Ride Pas,				
Senior/Disabled/Medicare (Local				
routes 10, 11 one "ride", 21 two (2)			4	
"rides", 29 three (3) "rides")	\$14.50	\$15.00	\$0.50	3%
Day Pass, Adult*	\$6.50	\$7.00	\$0.50	8%
Day Pass, Youth*	\$4.50	\$5.00	\$0.50	11%
Day Pass,	.			
Senior/Disabled/Medicare*	\$3.25	\$3.50	\$0.25	8%

Appendix 2 General Population within ¼ Mile of Transit Stops: Decennial Census 2020 and American Communities Survey 2022 5yr Data

	Population (Census 2020)	(Census 2020) poverty non-White or of		% of people who are non-White or of	% of households that are car free		
					Hispanic / Latino origin (Census 2020)	Hispanic / Latino origin	
SYSTEM STATS	82,536	77,773	42,777	10%	57%	58%	7%
10 Up Valley Connector	21,529	20,865	18,321	8%	49%	50%	7%
11 Napa-Vallejo Connector	27,308	27,910	20,768	11%	67%	68%	9%
11X Napa-Vallejo Express	4,111	4,897	2,508	10%	60%	65%	12%
21 Napa-Solano Express	1,399	2,403	2,136	15%	70%	68%	6%
29 Napa-BART Express	4,482	5,365	2,056	6%	59%	65%	9%
A Browns Valley North	14,596	14,773	8,500	7%	53%	54%	5%
Route B Westwood South Napa	15,338	14,946	7,437	11%	61%	58%	4%
Route C Jefferson Central Napa	12,707	14,494	11,288	7%	53%	52%	7%
Route D Shelter Shurtleff	6,008	5,803	2,649	12%	61%	55%	6%
Route E Vintage	17,232	16,198	8,665	8%	48%	50%	6%
Route F Southwest Napa	11,190	10,639	6,313	12%	56%	60%	5%
Route G Coombs South Napa	5,019	5,408	4,960	15%	58%	57%	7%

Appendix 2 Vine Ridership from MTC 2019 Survey

VEHICLES IN HOUSEHOLD			WEEKDAY	WEEKEND	
	TOTAL	Before 10AM	Midday	After 3PM	
BASE - ALL RESPONDENTS	19,755	4,408	4,792	3,482	6,625
None	40%	31%	47%	35%	44%
One	29%	32%	26%	26%	34%
Two	17%	19%	22%	18%	6%
Three	9%	12%	2%	12%	13%
Four or more	5%	5%	3%	9%	4%
Refused	<1%	-	-	1%	-
Average Number of Vehicles	1.91	1.96	1.69	2.16	1.77

HOUSEHOLD INCOME			WEEKDA	WEEKEND		
	TOTAL	Before 10AM	Midday	After 3PM		
	TOTAL	Before 10AM	Midday	After 3PM		
BASE - ALL RESPONDENTS	19,755	4,408	4,792	3,482	6,625	
Below \$10,000 [\$5,000]	15%	15%	14%	13%	16%	
\$10,000 to \$24,999 [\$17,499.5]	23%	23%	26%	15%	31%	
\$25,000 to \$34,999 [\$29,999.5]	16%	16%	16%	22%	8%	
\$35,000 to \$49,999 [\$42,499.5]	10%	8%	10%	7%	17%	
\$50,000 to \$74,999 [\$62,499.5]	5%	5%	6%	5%	5%	
\$75,000 to \$99,999 [\$87,499.5]	4%	6%	2%	5%	4%	
\$100,000 to \$149,999 [\$124,999.5]	4%	3%	4%	5%	2%	
\$150,000 or more [\$200,000]	3%	3%	3%	5%		
Don't know	16%	17%	13%	22%	13%	
Refused	3%	4%	5%	1%	4%	
Average Income (\$1,000)	\$39.7	\$39.6	\$39.0	\$47.8	\$30.0	

ARE YOU OF HIPSANIC, LATINO OR SPANISH ORIGIN			WEEKEND		
	TOTAL	Before 10AM	Midday	After 3PM	
BASE - ALL RESPONDENTS	19,755	4,408	4,792	3,482	6,625
Yes	53%	42%	55%	59%	50%
No	47%	58%	44%	41%	50%
Refused	<1%	-	1%	-	-

RACE/ETHNICITY ARE YOU			WEEKDAY					
	TOTAL	Before 10AM	Midday	After 3PM				
BASE - ALL RESPONDENTS	19,755	4,408	4,792	3,482	6,625			
Hispanic	45%	58%	41%	38%	50%			
White/Caucasian	44%	32%	51%	41%	48%			
Black/African American	11%	15%	7%	11%	14%			
Asian	6%	5%	4%	11%	2%			
American Indian/Alaska Native	4%	-	4%	9%	2%			
Native Hawaiian/Pacific Islander	2%	-	1%	2%	4%			
Mixed (unspecified)	1%	-	2%	3%	-			
Persian/Arab/North African/Middle	<1%	2%	-	-	-			
Eastern								
Refused	2%	2%	3%	2%	-			

Using the Vine service area (consisting of block groups 108 in Napa County), the analysis uses the existing population of the service area and compares it to the population located within ¼-mile radius of the stops served by the Vine. For the purposes of this Title VI analysis, NVTA utilized a transit planning software called Remix. Remix uses the following steps to perform a Title VI analysis:

- 1. Gathers the population 2016-2020 ACS Census data at the block group level within ¼ mile around the stops of the routes including its low income and minority percentage.
- 2. Compare the number of people-trips, before and after the proposed changes.
 - a. People trips are determined by multiplying the population near a route by the number of trips it makes per year.
- Calculate the total difference in people-trips across the NVTA fixed-route transit system
- 4. Calculate the change borne by the low-income and minority populations.
- 5. Compare the percentage change to the average in the Vine service area.

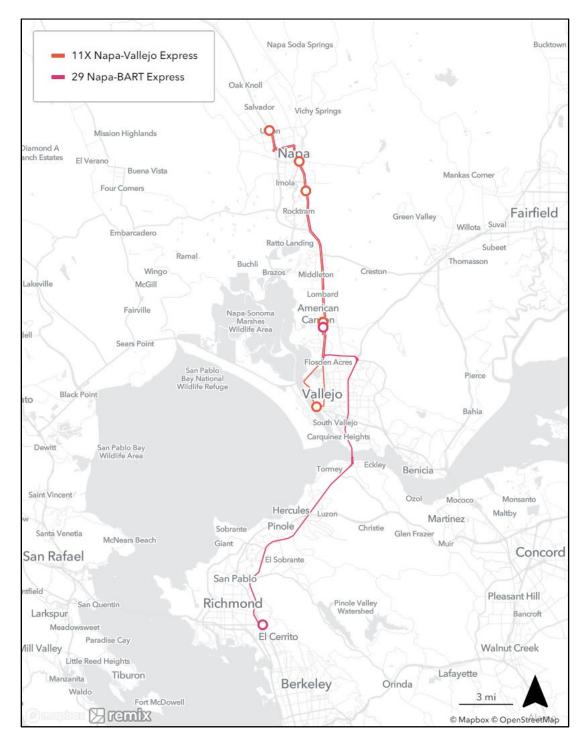
This methodology allowed NVTA staff to predict how constructing and servicing the Imola Park and Ride would affect low-income (under 200% of the federal poverty line) and minority populations. This 200% standard is used in the Bay Area to determine the Equity Priority Communities (EPCs) (formerly referred to as Communities of Concern (CoC)

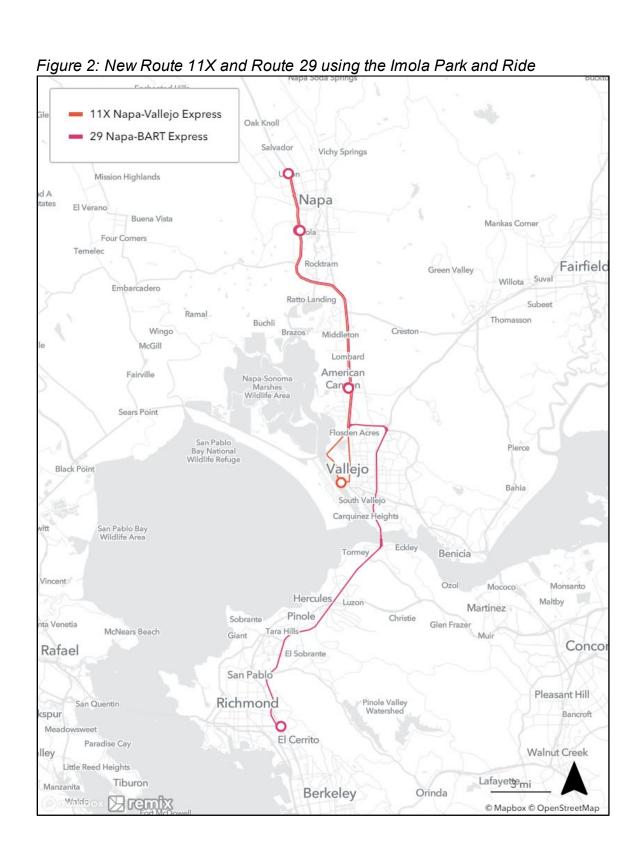
EFFECTS OF PROPOSED SERVICE CHANGES ON MINORITY AND LOW INCOME POPULATIONS

Route 11X and Route 29 Effects

Having the Routes 11X and 29 serving the Imola Park and Ride means that the Soscol Gateway Transit Center will no longer be served by these Routes and that the Napa Valley College will no longer be served by the Route 11X. Figure 1 shows the routes as of August 14, 2022. Figure 2 shows the routes, after the completion of the Imola Park and Ride on October 30, 2022.

Figure 1: Route 11X and Route 29 Current





Disparate Impact Analysis

The disparate impact analysis compares the minority population in the Vine service area to the minority population effected by the service change. The minority population in the Vine service area is 48.2% of the total population compared to 58.0% for the area within ¼ miles of the stops served by the Vine after the changes to the Route 11x and Route 29. Consequently, the impact is 9.8% more of the minority population within the effected jurisdiction than the general minority population in the Vine service area. While the minority population impacted is greater than the general population, the analysis indicates that it is not a disparate impact.

Disproportionate Burden Analysis

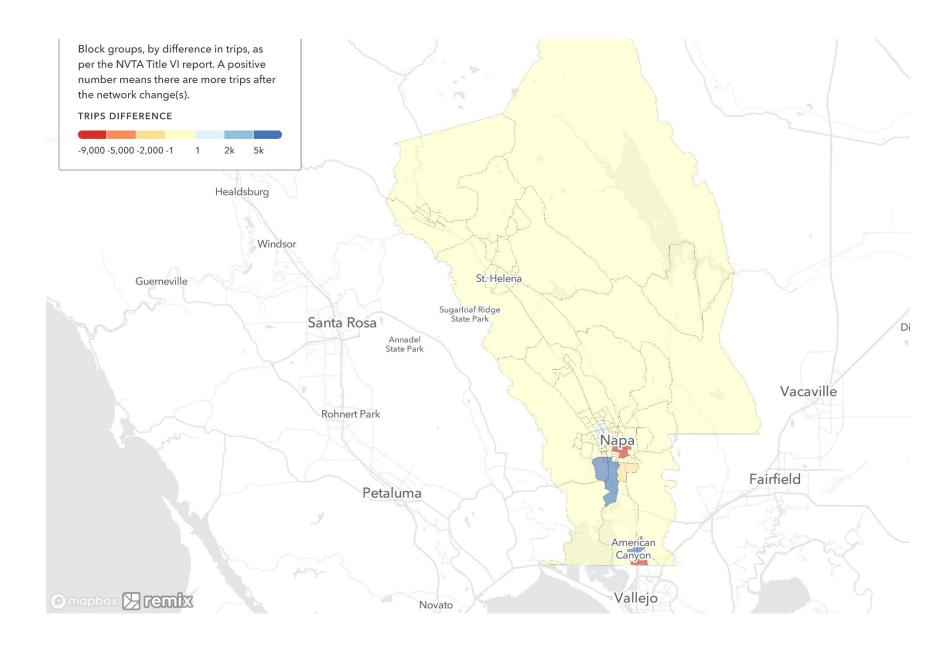
The disproportionate impact analysis compares the low-income population in the Vine service area to the low-income population effected by the service change. The percentage of households with annual income under 200% of the federal poverty level represents 20.3% of the Vine Service Area's population. The low-income population for the area within ¼ miles of the stops in the Vine Service Area is higher at 29.8%. The delta between the two low-income populations is 9.5 %. Once again, the analysis indicates that there is not a disproportionate impact.

CONCLUSION

LIST OF APPENDICES

Appendix 1 Complete Title VI Analysis by Routes, Chart and Map

Before (Inbound)				Before (Outbound)											Difference						
Route	(within 1/4 mi)	Low Income	Minority		(within 1/4 mi)	Low Income	Minority	(Annually	(within 1/4 mi)	Low Income	Minority	(Annually)	(within 1/4 mi)	Low Income	Minority	(Annually	People-Trips (Population * Trips)	Low Income People-Trips	Minority People- Trips	By Low Income	Borne by Minorities
10 Up Valley Connector (A)	18,617	23.1%	48.9%	1,430	18,572	22.9%	49.0%	1,430	18,617	23.1%	48.9%	1,430	18,572	22.9%	49.0%	1,430	0	0	0		
10 Up Valley Connector (B)	19,073	23.1%	48.9%	2,805	18,803	23.1%	49.2%	3,315	19,073	23.1%	48.9%	2,805	18,803	23.1%	49.2%	3,315	0	0	0		
10 Up Valley Connector (C)	17,053	22.2%	48.1%	1,020	16,759	22.1%	48.4%	510	17,053	22.2%	48.1%	1,020	16,759	22.1%	48.4%	510	0	0	0		
11 Napa-Vallejo Connector (A)	17,879	23.3%	61.8%	1,265	18,240	23.3%	62.3%	1,885	17,879	23.3%	61.8%	1,265	18,240	23.3%	62.3%	1,885	0	0	0		
11 Napa-Vallejo Connector (B)	17,983	23.4%	61.7%	3,570	17,957	23.3%	62.7%	3,060	17,983	23.4%	61.7%	3,570	17,957	23.3%	62.7%	3,060	0	0	0		
11 Napa-Vallejo Connector (C)	8,339	21.6%	68.0%	55	0			0	8,339	21.6%	68.0%	55	0			0	0	0	0		
11X Napa-Vallejo Express	3,416	18.6%	57.2%	765	3,518	18.7%	57.6%	765	3,641	21.4%	60.3%	1,275	3,754	21.7%	60.7%	1,275	4,124,115	1,042,602	2,658,885		
21 Napa-Solano Express (A)	693	22.8%	42.7%	2,550	693	22.8%	42.7%	2,295	693	22.8%	42.7%	2,550	693	22.8%	42.7%	2,295	0	0	0		
21 Napa-Solano Express (B)	619	21.2%	41.7%	255	619	21.2%	41.7%	510	619	21.2%	41.7%	255	619	21.2%	41.7%	510	0	0	0		
29 Napa-BART Express	3,803	21.1%	61.6%	3,315	3,791	20.9%	61.4%	3,315	3,641	21.4%	60.3%	3,315	3,754	21.7%	60.7%	3,315	-659,685	-8,725	-649,740		
East	0			0	5,796	29.7%	56.9%	1,020	0			0	5,796	29.7%	56.9%	1,020	0	0	0		
N Trancas North Napa	14,173	26.5%	53.1%	7,020	11,938	25.6%	55.7%	7,020	14,173	26.5%	53.1%	7,020	11,938	25.6%	55.7%	7,020	0	0	0		
S Imola South Napa	7,009	35.8%	60.4%	4,595	6,942	34.8%	59.0%	4,595	7,009	35.8%	60.4%	4,595	6,942	34.8%	59.0%	4,595	0	0	0		
W West (Loop 1)	12,134	27.7%	57.7%	4,830	0			0	12,134	27.7%	57.7%	4,830	0			0	0	0	0		
W West (Loop 2)	9,091	29.6%	58.1%	4,775	0			0	9,091	29.6%	58.1%	4,775	0			0	0	0	0	0.0%	0.0%
																			2,009,145	29.8%	58.0%



November 19, 2025 Agenda Item 10.10

Continued From: New



Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Danielle Schmitz. Executive Director

(707) 259-5968 / Email: dschmitz@nvta.ca.gov

SUBJECT: Federal and State Legislative Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update, State Legislative Update, and the updated Bill Matrix.

BACKGROUND

Federal Update:

Government Shutdown – After 42 days in the longest government shutdown in history the Senate finally reached a deal on a bipartisan package that could bring the shutdown to an end pending passing the House. The Senate passed the Bipartisan Stopgap + Minibus Package on a 60-40 vote that marries short-term continuing resolution (CR) with a "minibus" of three full-year appropriations bills. The legislation passed with support from the eight Senate Democrats who crossed party lines to break the filibuster. As part of the agreement, Senate Majority Whip John Thune (R-SD) committed to a December vote on Affordable Care Act (ACA) subsidy extensions and inserted provisions to reverse recent mass layoffs of federal workers. These additions helped secure Democratic support but did not shield defectors from internal criticism. Looking ahead, the bipartisan bloc is now working with Republican Senator Bill Cassidy (R-LA), Chair of the Health, Education, Labor, and Pensions Committee, to draft a health care package with the difficult task of garnering the 60 votes needed to pass the Senate. The legislative spotlight now shifts to the House, where members will return Wednesday November 12th after a 53-day recess. Speaker Mike Johnson faces immense pressure to navigate the Senate package through a deeply divided chamber, where he holds just a two-vote margin.

During the shutdown, the Department of Transportation quietly unveiled a major change to the Disadvantaged Business Enterprise (DBE) program. The new rule eliminates race-

and sex-based presumptions and shifts to case-by-case eligibility reviews. While DOT cites recent court rulings as the basis for this shift, the department has paused reimbursements on three large transit projects as it reviews compliance, including a total of \$20 billion for projects in New York and Chicago. Two of the projects, the Gateway and Second Avenue Subway projects in New York, are in the home and district of Leaders Schumer and Jeffries.

State Update:

State revenues continue to come in higher than projected forecasts. Fiscal year to date revenue is \$3.8 billion higher than the June forecast. The Legislative Analyst Office (LAO) and the Department of Finance will release their respective fiscal outlook reports in November.

Although, recent revenues look promising, the LAO has released some reports that raise concerns about the future financial outlook. The LAO released a report examining the outlook of the Medi-Cal program given the state's current fiscal outlook and changes at the federal level. Medi-Cal has grown to serve more than one-third of the state's population, with a total annual budget of \$197 billion, with over half of the program federally funded. Implementing the changes enacted in HR 1 will result in billions in lost federal funding. An amount the state general fund could not absorb.

State initiatives being proposed for November 2026 ballot:

CEQA Reform – CalChamber is working on an initiative to streamline CEQA for essential projects like affordable housing, transportation, clean energy, and wildfire resilience.

Extending Proposition 30 – The California Children's Education and Health Care Protection Act of 2026. Labor group will ask voters to renew and make permanent, a tax on high earners. The current tax brings in billions for schools and health care programs and is set to expire in 2030.

Howard Jarvis Taxpayer Initiative – Save Proposition 13 – wants to impose the 2/3rds supermajority to pass revenue measures placed on the ballot by citizen initiatives. The California Supreme Court's "Upland" decision clarified in 2017, that citizen initiatives were not covered under Prop. 13's definition of "local government". Passage of this measure would have devastative impact for SB 63 and similar local sales tax efforts that may go the citizen initiative route.

ATTACHMENTS

- 1) October 29, 2025 Federal Update (CFM Advocates)
- 2) October 30, 2025 State Update (Platinum Advisors)
- 3) October 30, 2025 State Bill Matrix (Platinum Advisors)

To: Napa Valley Transportation Authority (NVTA) Board of Directors

From: Joel Rubin, Tara Kroft, Kate Travis, and Kirby Garrett, CFM Advocates

Re: Washington Update

CFM is very excited to start working on behalf of NVTA! To begin this work, we have provided an update on some of the dynamics at play in federal appropriations and transportation policy.

Congressional Shutdown Standoff Continues

As October draws to a close, Washington remains paralyzed in the longest full shutdown in U.S. history. Both political parties are entrenched in their current positions, and the effects of federal inactivity are expanding across the country. Federal workers are either furloughed or working without pay, leading to travel delays and pauses in some government functions.

Understanding the Shutdown

The shutdown began on October 1 when the Senate did not pass the short-term continuing resolution (CR) that passed the House. Because 60 votes are needed in the Senate to avert a filibuster and pass a bill, the 53-seat Republican majority needs at least seven Democrats to agree to the CR. Democrats continue to vote against the CR, stating that they will not support any budget that does not include extensions of Affordable Care Act subsidies that will expire at the end of the calendar year. Republicans say that they will negotiate on subsidies after funding the government, but Democrats claim that they cannot trust Republicans to negotiate in good faith given the Trump Administration's recent history of scrapping bipartisan agreements, including rescissions of previously appropriated funding. Over three weeks into the shutdown, the leadership of both parties are dug in. With that said, there is a critical deadline of November 1 for insurance premium notices to be mailed out that many DC insiders are looking at as a trigger point for negotiations to resume and reopen the government.

Congressional Gridlock and Strategic Standoffs

The House of Representatives has been out of session for most of the shutdown, leaving the real battle in the Senate, where Democrats and Republicans remain in a tense standoff over competing funding bills. The Senate has now voted 11 times on the competing bills, with each proposal getting defeated.

Speaker Mike Johnson faces growing calls to bring the House back to Washington. So far, he has resisted, arguing that the chamber "already acted" by passing its stopgap funding measure in September. His refusal has drawn criticism from Democrats, who allege that Johnson is deliberately delaying action to avoid swearing in newly elected Representative Adelita Grijalva of Arizona. Representative Grijalva could be the final signature on a

discharge petition to force a floor vote on releasing the Epstein files, a vote that most Republicans hope to avoid.

In the Senate, there is occasionally chatter about negotiations between bipartisan groups of senators, but no concrete deal has yet been unveiled. Both parties continue to blame the other side for the shutdown, and both sides believe that they are winning the messaging war.

Several Republican members have begun suggesting that once an agreement is reached, it should include a longer-term CR to fund the government through mid-December and prevent another funding lapse later this fall.

Rising Stakes for Public Programs

Among the most immediate federal funding concerns is the status of the Supplemental Nutrition Assistance Program (SNAP), which faces a potential funding lapse at the end of October. Senator Josh Hawley (R-MO) has introduced standalone legislation to reauthorize SNAP funding, but Senate Republican leadership has not committed to advancing it. In another attempt to prevent disruption of benefits, House Minority Leader Hakeem Jeffries (D-NY) and Senate Appropriations Ranking Member Patty Murray (D-WA) have urged Agriculture Secretary Brooke Rollins to use a \$5 billion contingency fund for SNAP—requests that have so far been denied. Secretary Rollins claims that the contingency fund can only be used in response to unforeseen circumstances, such as extreme weather events, and the U.S. Department of Agriculture is advising states to prepare for possible payment delays.

With federal action stalled, several governors are stepping in to mitigate the fallout. In California, where over 5.5 million residents could lose CalFresh benefits, the state is fast-tracking \$80 million in emergency funding. Governor Gavin Newsom is also mobilizing the California National Guard and California Volunteers to bolster food bank capacity and support distribution efforts statewide.

How the Trump Administration Is Responding

The White House and agencies throughout the Administration continue to put pressure on Democrats to agree to the Republican's CR. The Administration has already announced layoffs of about 4,000 federal employees from across the federal government, including from the Department of Housing and Urban Development and the Department of Education. A federal court has issued a temporary restraining order blocking the reductions in force, but the Trump Administration claims that order only applies to a small fraction of the planned layoffs.

The Administration's strategy also involves halting \$11 billion in Army Corps of Engineers infrastructure funding, primarily affecting projects in Democratic-leaning states such as California, Illinois, and New York. According to the Office of Management and Budget (OMB), these projects were categorized as "lower priority" and are now under review for potential cancellation. OMB Director Russ Vought defended the move, stating that many of the

initiatives lacked a clear national economic or security justification and should not be funded under the current fiscal environment.

Among the projects halted are a San Francisco proposal to demolish a pier and replace it with a new waterfront park, a California project to restore aquatic habitats for salmon and steelhead trout, and a major wastewater infrastructure upgrade in New York City. While OMB has not released a full list of affected efforts, state and local leaders are already pushing back, labeling the freeze as arbitrary and politically motivated.

Elsewhere, the Department of Transportation (DOT) quietly unveiled a major change to the Disadvantaged Business Enterprise (DBE) program. The new rule eliminates race- and sexbased presumptions and shifts to case-by-case eligibility reviews. While DOT cites recent court rulings as the basis for this shift, the department has paused reimbursements on three large transit projects as it reviews compliance, including a total of \$20 billion for projects in New York and Chicago. Two of the projects, the Gateway and Second Avenue Subway projects in New York, are in the home and district of Leaders Schumer and Jeffries. Secretary Duffy has blamed this delay on the Democrats, saying, "Thanks to the Chuck Schumer and Hakeem Jeffries shutdown... USDOT's review of New York's unconstitutional practices will take more time." This has created an added uncertainty for local governments and contractors already impacted by the shutdown.

The Administration is also taking steps to preserve some essential programs. Earlier this month, the White House announced that it would repurpose Defense Department funds to pay members of the military. However, as the military's second potential missed paycheck approaches, it is unclear whether the Defense Department will be able to pay servicemembers this time around. House Republicans have also floated a bill to pay the military and federal workers who are currently working without pay. House Democratic leadership has rejected that proposal because it does not pay the workers who are furloughed. Additionally, the Trump Administration has cast doubt on whether furloughed employees will receive back pay, contrary to a law the President signed following the previous shutdown guaranteeing back pay for federal workers.

Meanwhile, the Administration continues to message about the shutdown, with Department of Homeland Security Secretary Kristi Noem recording a video to play at airports blaming Democrats for the delays due to the shutdown. Multiple airports have refused to play the video. Multiple federal government websites also feature messages blaming the left for the pause in services.

Democrats maintain that the American people will blame the GOP for the shutdown, and they have recently released polling that appears to show Democrats slightly winning the messaging war. As the costs from the shutdown grow—government workers are set to miss their first full paycheck next week—the pressure will only continue to mount to find a deal.

CFM will continue to monitor the latest developments and keep you updated. If the shutdown causes any impact to your projects, please let us know and we will work to resolve the issue.

<u>Transportation</u>, <u>Housing and Urban Development (THUD) FY26 Appropriations</u>

Despite the shutdown and lack of consensus over a short-term CR, Congress continues to work on FY26 Appropriations. Before the shutdown, vastly different spending visions emerged from the House and Senate, causing Republicans in Congress to pursue a short-term CR that sparked initial shutdown conversations.

House and Senate at Odds Over Domestic Spending

In July, both chambers advanced their versions of the THUD appropriations bill, but the differences between the two bills are significant.

The House Appropriations Committee advanced its THUD bill on July 17 on a party-line vote, proposing \$89.9 billion in total funding, which is down nearly 5% from FY25 levels.

Within that topline, the bill slashes funding for critical transportation programs, including:

- Federal Transit Administration (FTA): Capital Investment Grants (CIG) would see a 42% cut from \$2.9 billion to \$1.7 billion.
- Federal Railroad Administration (FRA): Several rail safety and modernization grants would be eliminated or scaled back.
- Federal Aviation Administration (FAA): While operational funding is maintained, capital investments in airport infrastructure would be reduced.

The bill reflects a hardline fiscal approach, with House Republican leaders arguing that deep cuts are necessary to control the deficit and refocus spending on core infrastructure. But moderate Republicans have expressed unease about the potential impacts on regional transit agencies, intercity rail, and aviation safety.

Just one week later, the Senate Appropriations Committee passed its own THUD bill on a resounding 27-1 bipartisan vote. The Senate version provides \$99.8 billion in total funding, holding steady with FY25 levels and rejecting the House's proposed cuts.

Senators framed the bill as a balanced investment in national infrastructure priorities that protects public safety, supports economic growth, and sustains momentum from the 2021 infrastructure law.

The sharp differences between the House and Senate bills underscore the growing philosophical rift over federal transportation policy. The House GOP is prioritizing deficit reduction and reduced federal reach, while the Senate maintains a bipartisan commitment to sustained infrastructure investment. The path to a final FY26 THUD bill and the funding levels that will be included in that bill remain uncertain.

One rare moment of agreement between the House, Senate, and White House involved funding for the Section 5339 programs, also known as the Buses and Bus Facilities programs. President Trump's proposed budget, and both versions of the House and Senate bill, funded the bus program at the Bipartisan Infrastructure Law-authorized \$2.2 billion level. This is a promising sign for bus transit funding and an indication that bus funding has bipartisan support as Congress begins work on the Surface Transportation Reauthorization bill.

Surface Transportation Reauthorization

As Congress works through the 2025 legislative calendar, preparations for the next Surface Transportation Reauthorization are beginning to take shape. With the current authorization under the Infrastructure Investment and Jobs Act (IIJA) set to expire on October 1, 2026, lawmakers and stakeholders are gradually turning their attention toward what comes next. We wanted to provide a brief update on the preliminary activity, key conversations, and expected timeline for the reauthorization process as it affects transportation agencies like NVTA.

Early Congressional Conversations Begin Behind the Scenes

While the formal legislative process for reauthorization is still in its early stages, House and Senate committees with jurisdiction, namely, the House Transportation and Infrastructure Committee and the Senate Environment and Public Works Committee, have started to host informal listening sessions and staff-level briefings with state DOTs, metropolitan planning organizations (MPOs), transit agencies, and advocacy groups.

Much of the early dialogue is focused on lessons learned from IIJA implementation, particularly around formula funding stability, project delivery timelines, and Buy America compliance challenges. There is also growing interest in incorporating more resiliency and climate adaptation standards into federal transportation policy, particularly as extreme weather events continue to strain local infrastructure.

The bill text will begin with the House Transportation and Infrastructure Committee and then will move to the Senate for markup. A more detailed timeline is included below.

White House Signals Reauthorization Will Be a Priority

The Trump Administration has signaled that reauthorization will be a top infrastructure priority as the IIJA sunsets, although details remain sparse. President Trump has not yet outlined a formal transportation proposal, but his Administration's broader fiscal approach—emphasizing cuts to domestic discretionary spending—may create pressure to streamline or consolidate surface transportation programs in future proposals.

At the staff level, there is ongoing coordination between the USDOT and Congressional committees on key data collection and performance metrics that could shape the next reauthorization bill. Agencies are being encouraged to share input on what worked under IIJA and what needs revision.

Anticipated Timeline and Deadlines

While no official legislative timeline has been released, here's what we anticipate based on recent Hill activity and historical precedent:

- Fall 2025 Spring 2026: The House Transportation & Infrastructure (T&I) Committee
 had planned to mark up their version of the reauthorization bill by the end of 2025,
 but that timeline seems to be slipping in part because of the government shutdown.
 As of now, the House majority staff has started to share legislative text on the
 highway safety section of the bill, but no transit text has been shared yet.
- Spring Summer 2026: If a House T&I Committee bill passes in Committee, it's expected the full House would bring the bill to the floor in the Spring. At the same time, Senate committees with jurisdiction over the reauthorization bill Environment and Public Works Committee (EPW) (highway), Banking (transit), and Commerce (rail) are expected to mark up their sections of the bill. Ultimately, the House and Senate versions would need to be conferenced or negotiated in the Summer in advance of the September 30 deadline.
- September 30, 2026: This is the deadline for Congress to reauthorize or extend surface transportation programs. A short-term extension is possible, particularly if partisan divisions over federal spending continue into next year.

Given the compressed calendar and likely distractions from the 2026 midterm elections, early engagement by local agencies and associations will be crucial. All national transportation and transit advocates will continue to ramp up policy development efforts to influence the process.

Section 5339 Buses and Bus Facilities Program

In addition to representing NVTA, CFM also works on behalf of the Bus Coalition, a 900+-member advocacy group for bus transit funding. The Bus Coalition (TBC) is concerned that both American Association of State Highway and Transportation Officials (AASHTO) and American Public Transportation Association (APTA) are proposing shifting the Section 5339 Bus and Bus Facilities Program from 30% formula funding to 65% and 75% formula funding, respectively, in the reauthorization bill. While TBC strongly supports APTA and AASHTO's efforts to increase overall funding for the 5339 programs, this proposed formula change would dramatically reduce the share of funds available through competitive grants—a critical source of capital for mid-sized and smaller transit systems.

Under such a shift, competitive funding could fall from approximately \$1.5 billion to around \$500 million per year. While many agencies appreciate the regularity of formula funding, transit formula funding disproportionately benefits larger systems over small- and mid-sized systems. Under the formula program, the top 20 systems nationwide receive 60% of the funding, with other agencies left to share the rest. This proportion is reversed under the competitive grant program, and this funding is crucial for smaller systems nationwide to

undertake large capital programs. TBC expects small- and mid-sized systems to do well in the Buses and Bus Facilities competitive grant programs under the Trump administration.

TBC President Corey Aldridge, CEO of Santa Cruz METRO, spoke out against this shift at the recent APTA meeting in Boston and recently sent a letter to AASHTO in response to their proposal, which further outlines these concerns. CFM is currently working with its friends and allies on the Hill to push back against these efforts and protect the competitive grant program in the next reauthorization bill.

Buses and Bus Facilities Grants - Awards

USDOT is expected to announce the grant awards for the Buses and Bus Facilities and Lowand No-Emissions programs shortly after the government reopens. The statutory deadline to announce the awards fell in mid-September, but processing delays and the government shutdown have pushed back that timeline. Given how competitive these awards are, seeing where USDOT gives out grants will provide valuable insight into FTA's priorities.

BUILD Grants to Open by November 30

The Better Utilizing Investments to Leverage Development (BUILD) program, previously known as RAISE or TIGER, provides grants to transportation projects, including transit, road, rail, and port projects, deemed to be of national importance. This program is a prime opportunity to fund capital projects, especially projects that involve multiple modes of transportation. The grant program is expected to open by November 30, although this timeline may slip because of the shutdown. This funding round will be the last year that \$1.5 billion is guaranteed in funding before the next Surface Transportation Reauthorization bill.

Redistricting and the Battle to Control the House

Political battles over congressional control continue to escalate—most notably around redistricting. At the state house level, both parties are attempting to draw new maps to increase their representation in the House in 2026. What started in Texas and California has since grown to include Illinois, Virginia, North Carolina, Ohio, New York, Indiana, Louisiana, Maryland, Florida, Nebraska, Missouri, and Kansas.

The status of each map varies by state. Many states with independent redistricting commissions need voters to approve a change in the states' policy towards redistricting (often involving amending the state constitution) before the legislature can draw new maps. The most high-profile referendum will take place in California, where voters will decide whether to adopt Proposition 50, which would allow the legislature to draw a new map that could give Democrats up to 5 additional seats.

So far, only Texas, Missouri, and North Carolina have approved new maps for the 2026 election, but many more could come. The maps are facing a slew of legal challenges, so the final district lines for 2026 are still very much in flux. The Associated Press breaks down the state-by-state redistricting efforts, including a map of places considering new districts, here.

The outcome of these redistricting fights could play a role in determining which party holds the House majority in the next Congress, underscoring the high political stakes even as Washington remains gridlocked by the ongoing shutdown.

If you have any questions about any of the above information, please do not hesitate to contact us at the phone numbers provided below.

Contact Information: Joel Rubin – 301.461.1532 (mobile)

Tara Kroft – 971.420.4184 (mobile) Kate Travis – 617.449.8612 (mobile) Kirby Garrett – 541.480.0938 (mobile)

PLATINUM | ADVISORS

October 30, 2025

TO: Danielle Schmitz, Executive Director Napa Valley Transportation Authority

FR: Steve Wallauch Platinum Advisors

RE: Legislative Update

Fiscal Outlook: Revenues continue to exceed projections. In the month of September receipts of income taxes and corporation taxes exceeded projections for the month by \$2.3 billion. This builds on above par receipts for July and August. For personal income taxes, September withholdings beat projections by \$925 million, and September quarterly income tax payments were \$1.2 billion higher than expected. For the fiscal year to date revenue is \$3.8 billion higher than the June forecast.

October receipts are also looking promising to date, with initial estimates exceeding projections by almost \$2 billion. If revenue continues to beat projections at the current rate, then additional revenue for the fiscal year could reach \$20 billion. The LAO and the Department of Finance will release their respective fiscal outlook reports in November, which will shed more light on this possibility. While the current projection includes a \$17 billion deficit facing the 2026-27 fiscal year, additional revenue received is not a one for one replacement. Incoming revenues must first be used to meet education funding requirements and mandated deposits to the rainy-day fund. However, a lot can go wrong over the next 8 months, and the LAO has released a couple of reports that raise concerns about future budget impacts.

The LAO released a report examining the outlook of the Medi-Cal program given the state's current fiscal outlook and changes at the federal level. Medi-Cal has grown to serve more than one-third of the state's population, with a total annual budget of \$197 billion, with over half of the program federally funded. Implementing the changes enacted in HR 1 will result in billions in lost federal funding. An amount the state general fund could not absorb. How California implements the federal changes will determine how it will impact enrollees, hospitals, providers, state government, and counties.

In addition, the LAO released a report on the state's new "wall of debt." In its recent report analyzing the 2025-26 budget, the LAO points out how budget deficits over the past three years have been partially addressed through budgetary borrowing. In the current fiscal year, the budget uses various maneuvers that increase borrowing by \$10 billion, increasing the total borrowing over the last few years from \$12 billion to \$22 billion. While the state's cash reserves and rainy-day fund provide a significant cushion, these

borrowing maneuvers place additional pressure on the state's budget and limit future flexibility. However, the state can always push back any repayment plan.

Pending Initiatives: With the enactment of SB 63, the effort to fund transit operations now shifts to the local level to gather the signatures to place this sales tax measure on the ballot through the initiative process. At the state level the initiative process is gearing up as we approach the 2026 election year. The following are several proposals that are in the preliminary stages of the initiative process.

<u>CEQA Reform:</u> The CalChamber recently filed the *Building an Affordable California* initiative that would streamline the review of essential projects under the California Environmental Quality Act (CEQA). This ballot measure is being cast as an effort to spur development and lower housing costs.

This measure pushes beyond legislation passed earlier this year and would streamline the entire CEQA process for "essential projects," arguing that the state's "outdated system" is "too slow, too bureaucratic, and too costly." The measure proposes a series of changes to streamline CEQA to cut red tape and limit lawsuits that the Chamber says unnecessarily delay projects deemed "essential" like affordable housing, clean energy, transportation, and wildfire resilience. It would create enforceable deadlines for review, giving government officials one year to approve or deny environmental impact reports, as well as measures to limit the effectiveness of "NIMBY" lawsuits.

CalChamber does not lack money and has a long history of involvement in ballot measure campaigns, although less commonly as the main proponents. Should it manage to assemble a coalition invested in reforming CEQA, a successful signature drive seems more likely than not.

<u>Extending Prop 30:</u> Labor groups will ask voters next year to renew and make permanent a tax on high earners. Voters originally approved Proposition 30, which raised income tax rates on those earning more than \$250,000 per year, in 2012 and then extended the tax in 2016 through Proposition 55.

The tax, which brings in billions of dollars a year for schools and health care programs, is set to expire in 2030. That means the groups backing a renewal need to put it before voters in either 2026 or 2028 — and have decided now is the time to push "The California Children's Education and Health Care Protection Act of 2026."

The California Teachers Association and the SEIU, who helped fund earlier campaigns for the high-earners tax, are the major players backing this renewal proposal. But they will likely get support from the wide range of labor, health care and progressive interests that together put more than \$50 million behind Prop 55.

Signature-gathering for the tax extension would likely begin just as the campaign for Prop 50 is ending. Given the organization and financial backing from these groups it is highly likely that it will qualify for the ballot. The open question is how the electorate will feel

about big fiscal questions come November 2026. The last fiscal measure – Prop 1, the Behavioral Health Services Act, passed by just a sliver of a margin (**50.2%** to **49.8%**).

<u>Chatbot Protections:</u> Children's online safety advocates filed a ballot initiative to protect kids from Al chatbots and hold Big Tech accountable for any harm they cause. Spearheaded by Common Sense Media CEO Jim Steyer and former U.S. Surgeon General Vivek Murthy, this effort follows Governor Newsom's recent veto of a Steyer-backed bill by Assemblymember Bauer-Kahan. This bill proposed extending kids' chatbot safety and had the backing of California Attorney General Rob Bonta.

This initiative has foundation backing from deep-pocketed organizations, including the Gates Foundation and the Omidyar Network. Former Surgeon General Vivek Murthy recently joined Common Sense, after speaking out about kids' online safety while in the Biden administration.

The initiative will receive a title and summary from the California attorney general's office in the coming weeks before signature gathering can begin to place the measure on the ballot.

<u>Save Prop 13:</u> The Howard Jarvis Taxpayers Association (HJTA) wants to impose the two-thirds supermajority to pass revenue measures placed on the ballot by citizen initiative. The California Supreme Court's *Upland* decision clarified in 2017, that citizen initiatives were not covered under Prop 13's definition of "local government." Passage of this measure would have a devastating impact on SB 63.

Any changes to provisions in the state Constitution require voter approval. HJTA has drafted three separate versions with slight variations to test how state officials will summarize each one in an official ballot title and summary and plans to choose a version once the final title and summary for each version is available later this month.

Its recent efforts to limit tax increases, most notably with the Taxpayer Protection Act — which the California Supreme Court deemed unconstitutional and booted off the 2024 ballot — have drawn staunch opposition from California's labor movement, among others. A new poll commissioned by Alliance for a Better California, a coalition of unions who opposed the 2024 measure, found 51% opposed this proposal, which underscores the challenges HJTA could face selling its new proposal to voters.

The most urgent question is whether the measure can make the 2026 ballot concerns funding, and whether HJTA can enlist a deep-pocketed organization like the California Business Roundtable to fund a petition drive. Unions are hoping dismal polling will help scare potential backers from thinking of it as a worthy investment.

PLATINUM | ADVISORS

October 30, 2025

ATTACHMENT 3 NVTA Board Item 10.10 November 19, 2025

TABLE 1: BOARD ADOPTED POSITIONS

	Subject	Status	Position
AB 259 (Rubio, Blanca D) Open meetings: local agencies: teleconferences.	AB 259 was amended to extend the sunset date to January 1, 2030, rather than repealing the existing January 1, 2026, sunset. This bill would extend the existing authority allowing members of a legislative body to participate remotely if specific conditions are met.	Senate Judiciary Two-Year Bill	Watch
AB 394 (Wilson D) Crimes: public transportation providers.	This measure would expand existing law regarding battery of a transit operator or transit passenger to also include an employee or contractor of a public transit provider. This bill also expands the workplace violence restraining order provisions to expressly permit a judge, at their discretion, to issue a TRO or restraining order that prohibits the subject of the order from the entirety of the public transit system.	Signed Into Law Chapter #147, Statutes of 2025	Support
AB 697 (Wilson D) Protected species: authorized take: State Route 37 improvements.	AB 697 authorizes the State Route 37 corridor project to be evaluated under California Endangered Species Act (CESA) – which allows an incidental take permit so long as impacts to the species are fully mitigated, among other requirements. The bill also applies to the conservation standards and other permitting thresholds required by SB 147 (2023), which authorizes CDFW to issue fully protected species take permits under CESA for certain categories of transportation, renewable energy, and water infrastructure projects.	Signed Into Law Chapter #438, Statutes of 2025	Support Co-Sponsor

	Subject	Status	Position
AB 954 (Bennett D) State transportation improvement program: bicycle highway pilot program.	This bill would require Caltrans to prepare a proposal for the development, including the selection of sites for a pilot program establishing branded networks of bicycle highways that are numbered and signed within 2 of California's major metropolitan areas. The bill would require the department, on or before January 1, 2030, to include the proposal in the draft ITIP and would require the department to perform all other actions necessary for the pilot program to be programmed in the STIP.	Senate Floor Inactive File	Watch
AB 1014 (Rogers D) Traffic safety: speed limits.	AB 1014 would expand existing law that allows cities and counties to reduce a speed limit below the 85 th percentile speed survey to also include Caltrans and the highways operated by the state.	Signed Into Law Chapter #287, Statutes of 2025	Watch
AB 1070 (Ward D) Transit districts: governing boards: compensation: nonvoting members	Assemblymember Ward pulled AB 1070 from the Assembly Local Government Committee agenda. This will result in the bill becoming a two-year bill. This proposal would require ALL governing board members of "transit district" to demonstrate that they use public transit in order to receive compensation for serving on the transit board. In addition, the bill would require the addition of 2 non-voting members to governing boards. The seats would be reserved for a representative of transit user groups, and a seat represented by the labor organization representing the majority of employees. Both non-voting members would have two alternates each. The nonvoting members may be excluded from any discussions regarding labor negotiations	Assembly Loc Gov. Two-Year Bill	Watch
AB 1207 (Irwin D) Climate change: market-based compliance mechanism.	As signed into law, AB 1207 extends capand-trade regulation through 2045, and renames the program the California Cap & Invest Program. Among the numerous changes made by the bill, AB 1207 requires CARB to ensure that emissions from covered sources decline with the 2030 and 2045	Signed Into Law Chapter 117, Statutes of 2025	Watch

	Subject	Status	Position
AB 1207 (cont.)	greenhouse gas (GHG) emissions targets; and the bill maintains existing offsets limits, but requires offsets to be exchanged for allowances under the emissions cap, and changes to how the revenues received by electrical corporations are used.		
AB 1250 (Papan D) Transit operators: paratransit: recertification of eligibility.	AB 1250 was gutted and amended on April 10th. to prohibit a transit operator from requiring an individual who is eligible for paratransit services and whose condition is not expected to improve from having to recertify their eligibility. AB 1250 was amended on June 30th to address concerns expressed by transit operators. With these amendments the California Transit Association now supports the bill. As amended, the bill requires transit operators, by June 1, 2027, to use a streamlined recertification process, for persons who have previously been determined to be eligible for paratransit service to have their eligibility reviewed. The streamlined recertification process must utilize a telephone interview, mail-in form, or online survey and may only collect the following information: Physical address; Mailing address; Emergency contact; Phone number; Updated mobility devices; Status of disability, with identification of any worsening of the person's disability, any additional disability, any changes to the person's functional abilities, and any changes to the person's use of an assistive device.	Signed Into Law Chapter #725, Statutes of 2025	Watch

	Subject	Status	Position
AB 1268 (Macedo R) Motor Vehicle Fuel Tax Law: adjustment suspension.	AB 1268 would authorize the Governor to suspend the annual inflation adjustment to the motor vehicle fuel tax upon making a determination that increasing the rate would impose an undue burden on low-income and middle-class families. The bill would require the Governor to notify the Legislature of an intent to suspend the rate adjustment on or before January 10, and would require the Department of Finance to submit to the Legislature a proposal by January 10 that would maintain the same level of funding for transportation purposes as would have been generated had the scheduled adjustment not been suspended.	Assembly Transp. Two-Year Bill	Oppose
AB 1340 (Wicks D) Transportation network company drivers: labor relations.	AB 1340 was amended to allow Transportation Network Company (TNC) drivers the right to form, join, and participate in the activities of TNC driver organizations of their own choosing. NVTA adopted a watch position on the prior version of the bill.	Signed Into Law Chapter #335, Statutes of 2025	Watch
SB 63 (Wiener D) San Francisco Bay area: local revenue measure: transportation funding.	SB 63 would authorize a 14-year sales tax to fund regional public transportation operations that will be placed on the November 2026 ballot in the Counties of Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara. The bill also outlines maintenance of effort requirements, a financial review of the transit operators, and accountability provisions. Governor Newsom issued a signing letter for SB 63 and other local transit funding measures. In the letter he stressed,"the transit systems supported by these bills bear the responsibility of showing how the additional revenues, if approved by the voters, will produce tangible outcomes and measurable results	Signed Into Law Chapter #740, Statutes of 2025	Support

	Subject	Status	Position
SB 71 (Wiener D) California Environmental Quality Act: exemptions: transit projects.	SB 71 was amended to extend, not repeal the sunset date on existing law that exempts certain transit, bicycle, and pedestrian projects from CEQA. The new sunset date is set for January 1, 2040. Specifically, this bill Expands these exemptions to include, among others, Tier 4 or cleaner locomotives in specified areas, shuttles and ferries and projects outside of urbanized areas or clusters. Retains a January 1, 2032, sunset for transportation projects using near-zero emission, natural gas, or low- nitrogen oxide (NOx) technology.	Signed Into Law Chapter #742, Statutes of 2025	Support
SB 79 (Wiener D) Local government land: public transit use: housing development: transit-oriented development.	SB 79 would allow more homes to be built near major public transportation stops and on land owned by transit agencies. SB 79 allows for upzoning land for multifamily homes up to 75 feet within a half mile of specified major train stations. SB 79 also authorizes local transit agencies to develop on land they own. Under SB 79 all TODs are eligible for the streamlined ministerial approvals process if they meet the law's environmental, labor, and affordability standards. Governor Newsom issued a signing letter for SB 79 where he stressed, "California has poured billions into public transit without building the housing density needed for those systems to reach their potential. SB 79 helps change that by focusing more homes near rail stations"	Signed Into Law Chapter #512, Statutes of 2025	Watch

	Subject	Status	Position
SB 239 (Arreguín D) Open meetings: teleconferencing: subsidiary body.	The provisions in SB 239 will be added to SB 707, which is a comprehensive overhaul of Brwon Act provisions related to remote participation. SB 239 proposed to allow certain types of advisory or subsidiary bodies to meet using remote/teleconference participation if specified conditions are met. SB 239 would not apply to a subsidiary body that has subject matter jurisdiction over police oversight, elections, or budgets.	Senate Floor Inactive File	Watch
SB 445 (Wiener D) Sustainable Transportation Project Permits and Cooperative Agreements.	SB 445 was gutted and amended to apply only to the California High Speed Rail Authority. Similar to prior versions of the bill, SB 445 would authorize the CHSRA to develop and adopt regulations for governing third-party permits and approvals that are necessary to deliver the project.	Assembly Approps Held on Suspense	Watch
SB 569 (Blakespear D) Department of Transportation: homeless encampments.	The bill would allow Caltrans to establish a dedicated liaison to facilitate the removal of homeless encampments on Caltrans' right-of-way and authorizes Caltrans to negotiate specified terms for Delegated Maintenance Agreements (DMA) with local jurisdictions. The DMA is a contract entered into by Caltrans and a local government, in which both work together to reduce and remove homeless encampments within Caltrans' jurisdiction. This would allow local governments, under an executed DMA, to utilize local policies and procedures to streamline encampment abatement, as well as streamlining the permit process.	Assembly Transp. Two-Year Bill	Support
SB 696 (Alvarado-Gil R) Sales and Use Tax Law: exemptions: firefighting equipment.	AB 696 would exempt from the sales & use tax law the purchase of firefighting equipment, including vehicles. SB 696 was amended to apply the exemption only to the state's portion of the sales tax.	Senate Approps Held on Suspense File	Watch

	Subject	Status	Position
SB 707 (Durazo D) Open meetings: meeting and teleconference requirements.	SB 707 makes numerous changes to the rules governing local agency public meetings pursuant to the Ralph M. Brown Act (Brown Act) to, among other things, increase public access and extend teleconferencing flexibilities.	Signed Into Law Chapter #327, Statutes of 2025	Watch
	SB 707 was amended during the last week of session to apply certain provisions to cities, counties, and larger special districts.		
	The bill also adds requirements to translate agendas that apply to cities, counties, and special districts as defined. For example, the translation requirements apply to cities and any county with a population exceeding 30,000.		
SB 752 (Richardson D) Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.	This bill would extend by two years the sunset date on the existing state sales tax exemption on the purchase of zero emission transit buses. The current exemption is set to expire on January 1, 2026. This bill would push it back to January 1, 2028	Senate Approps Held on Suspense File	Support
SB 840 (Limón D) Greenhouse gases: market- based compliance mechanism.	SB 840 is a companion measure to AB 1207. It was amended to include an expenditure plan that begins with the 2026-27 fiscal year. The bill directs CARB to submit a report to the legislature on offsets, and update existing offset protocols. SB 840 also establishes a \$4.2 billion annual expenditure plan that allocates specified funding amounts across three tiers. The first tier provides continued funding for wildfire programs, and funding for a Legislative Counsel Climate Bureau. The second tier	Signed Into Law Chapter #121, Statutes of 2025	Watch
	allocated \$1 billion to high-speed rail and \$1 billion for legislative priorities. The third tier includes funding for TIRCP, LCTOP, and CARB.		

November 19, 2025 NVTA Agenda Item 11.1

Continued From: New



Action Requested: ACCEPT AND FILE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Addrell Coleman, Associate Planner

(707) 259-8235 / Email: acoleman@nvta.ca.gov

SUBJECT: Travel Behavior Study

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board accept and file the Final Report of 2025 Napa Valley Travel Behavior Study (Attachment 1).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The 2025 Napa Valley Travel Behavior Study was prepared by Resource Systems Group, Inc. (RSG), a consultant hired by NVTA to update and refine Napa County's local and regional travel behavior study. Building on the 2014 and 2020 studies, this update established a post-pandemic baseline using advanced data sources, surveys, and traffic counts. The final report and its interactive online visualizer present the findings in an accessible format to support NVTA and local jurisdictions in transportation planning and decision-making.

FISCAL IMPACT

None

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

The 2025 Napa Valley Travel Behavior Study provides updated information on how residents, workers, and visitors travel throughout Napa County and surrounding areas. This update helps NVTA and jurisdiction staff better understand how travel patterns have changed since before the pandemic and supports ongoing planning work, including the Solano-Napa Activity-Based Model (SNABM), the Countywide Transportation Plan, and the Short-Range Transit Plan.

To complete the study, NVTA hired Resource Systems Group, Inc. (RSG) to analyze a wide range of travel data. The study combined a myriad of data sources to track trip patterns within and outside the county. These were supplemented with new traffic counts at county gateways and major roads, an online employer survey that received more than 700 responses, and access to the City of Napa's Miovision network, which covers 39 intersections along Lincoln Avenue, Jefferson Street, Trancas Street, and Soscol Avenue. Together, these sources provided a detailed picture of how, when, and why people travel in Napa County.

The study found that overall travel has mostly returned to pre-pandemic levels, though the way people travel has changed. More people are working from home, leading to fewer long-distance commute trips and more local travel within the county. Inter-county trips—particularly between Napa and Solano—have declined slightly, while local trips and visitor-related travel have increased. Visitor travel continues to play a major role in the county's overall transportation activity.

The study concludes that Napa County's travel patterns are stabilizing but continue to evolve with new work habits, regional connections, and visitor demand. The findings provide NVTA and local agencies with valuable data to guide future transportation investments, improve multimodal options, and support long-term planning. The interactive online data visualizer allows users to explore key travel data, maps, and charts from the study.

ALTERNATIVES

The NVTA board may identify issues in the report that require further refinement, thus postponing acceptance of the report.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The Travel Behavior Study will inform NVTA staff where transportation investments would be best utilized to best serve the residents, workers and visitors of Napa County.

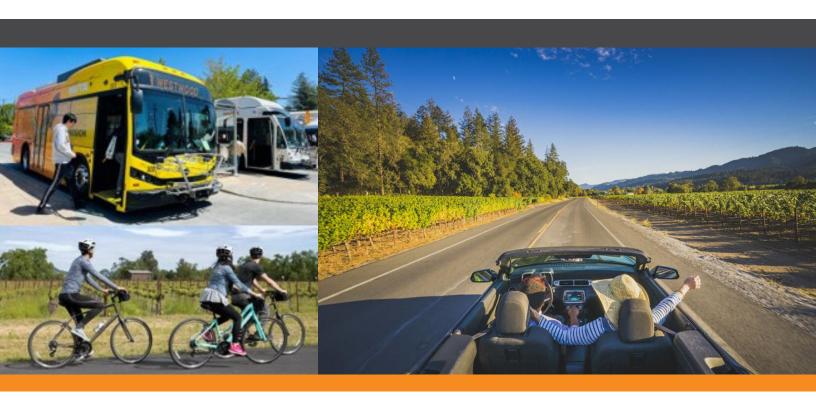
ATTACHMENT(S)

1) 2025 Travel Behavior Study – Final Report

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

2025 Napa Valley Travel Behavior Study

October 2025



PREPARED FOR:

Napa Valley Transportation Authority (NVTA)

SUBMITTED BY:

RSG Inc.

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LIST OF ABBREVIATIONS

LBS Location-Based Services Data

AGPS Aggregated Global Positioning System Data

CVD Connected Vehicle Data
O-D Origin-destination Data

POI Point of Interest
TAZ Traffic Analysis Zone

SNABM Solano-Napa Activity-Based Model

VMT Vehicle Miles Traveled

NVTA Napa Valley Transportation Authority
MTC Metropolitan Transportation Commission

BAC Bay Area Council

ACS American Community Survey

1.0 EXECUTIVE SUMMARY

The 2025 Napa Valley Travel Behavior Study builds on data and findings from the previous studies conducted in 2014 and 2020. RSG leveraged its partnerships with data vendors to evaluate alternative sources for the 2025 update and developed a cost-effective data collection plan that utilized multiple sources of data to provide an updated understanding of travel behavior in Napa County. The study utilized new data analytics in combination with previous work to identify demographic and trip making changes to account for post-Covid conditions.

The study utilized data from Replica, which provided a large sample of simulated travel behavior and demographic data for trip making within Napa County, as well as CVD & AGPS from StreetLight, which provided a large sample of more empirical-based vehicle location data to refine inter-county travel. Azira data was obtained to capture visitor trips to Napa County. An online employer survey was also conducted, which provided an invaluable source of in-depth, self-reported travel behavior data specific to workers in Napa County, which complements large datasets of passively collected data where travel behavior data is largely imputed rather than reported by actual travelers.

Due to the voluminous amount of data obtained for this study, it was imperative to develop a creative and meaningful way to present the data and findings. RSG developed an online, interactive data visualizer to accompany an Excel file of detailed data and this report. The visualizer illustrates the vast amounts of travel behavior data collected in a series of dynamic figures, charts, and tables. The visualizer is organized into sections focused around travel behavior categories RSG felt confident in answering using the combination of data sources obtained for the study.

Key Demographic Changes

The 2025 study showed that the number of Napa County residents, resident workers, and employees decreased roughly 5%, while work from home increased 7% (from 5% to 12% of Napa county resident workers). These changes corresponded to a 6% decrease in imported workers, a 19% decrease in exported workers, and an overall 5% decrease in total Napa County workers (internal, imported, and exported combined).

Key Trip Making Changes

The 2025 study showed that overall traffic has largely recovered to 2018 levels. Pass-through traffic increased 10% while total inter-Napa County travel (trips that enter and leave Napa County) decreased 12%, with Solano County interactions decreasing by 23% and Sonoma County interactions increasing by 4%. Internal Napa County trips (trips that start and end within Napa County) increased 5%, with trip making at Napa Bel Aire Plaza increasing 23%.

2.0 INTRODUCTION & STUDY PURPOSE

The 2025 Napa Valley Travel Behavior Study builds on data and findings from the previous studies conducted in 2014 and 2020. The 2020 study relied on location-based services (LBS) data which at the time was widely thought of as the best solution to provide passive origin-destination (O-D) data. However, during recent years many LBS data sources were compromised for a variety of legal, technical, consumer-driven, and economic factors. RSG leveraged its partnerships with data vendors to evaluate alternative sources for the 2025 update and developed a cost-effective data collection plan that utilized multiple sources of data to provide an updated understanding of travel behavior in Napa Valley.

The 2025 update focused on establishing a post-pandemic baseline to provide a comparison of pre-and post-pandemic travel behavior in Napa Valley. The updated baseline includes travel by Napa County residents, workers, and visitors along with a measure of Napa County cut-through traffic. The study identifies how many trips per day are generated, where those trips start and end, how many vehicle miles travelled (VMT) are generated by those trips, and the predominant modes and times of travel. The study also looks at seasonal variations, weekday versus weekend travel, and identifies the top 10 trip generators in Napa County.

The resulting data will provide the basis for multiple planning efforts by the Napa Valley Transportation Authority (NVTA) and agencies within Napa County. The data presented in this study can be used for comparisons to findings from the previous studies, to inform the local travel demand model, in conversations with the community, and to assist in future planning efforts such as the Countywide Transportation Plan and Short-Range Transit Plan. The data is also expected to inform future transit service expansion in Napa County.

The remainder of this report is organized in the following way:

- Chapter 3.0 summarizes the travel behavior studies conducted in 2014 and 2020.
- **Chapter 4.0** details the study methodology developed to characterize visitor, worker, and resident travel behavior for a post-COVID 2025 baseline condition.
- Chapter 5.0 summarizes the key data findings from the collection and analysis of the
 data sources, and describes the comparisons made to data from the 2020 study. This
 chapter also presents an overview of the online data visualizer developed to illustrate the
 data findings from the vast amounts of travel behavior data collected and analyzed for
 this study.
- Chapter 6.0 presents the conclusions from the 2025 Napa Valley Travel Behavior Study
- Chapter 7.0 provides a discussion of data limitations observed by RSG staff for each data source obtained for the 2025 Napa Valley Travel Behavior Study.

6

3.0 PREVIOUS STUDIES

This chapter provides a brief overview of the two previous travel behavior studies conducted by NVTA. The first study was released in 2014, and the second study was released in 2020.

3.1 2014 STUDY

The goal of the 2014 Napa Valley Travel Behavior Study was to gather information on the travel behavior of visitors, residents, and employees who made trips in Napa County. The study largely relied on traditional data collection methods with enhancements to reduce their limitations. Traffic count and license plate data were collected using Miovision scout hardware to perform license plate matching to develop O-D trip tables of observed inter-regional and pass-through trips. Three types of surveys were conducted including a vehicle-intercept mail survey, an online employer survey, and an in-person winery patron survey.

Mobile device O-D data was also obtained but was a new data source for transportation planners and the project team was unsure of its accuracy. It was used alongside the traditional data sources to develop trips tables of travel behavior that could be compared to trips tables from the other sources and local travel demand model. Data from the various sources were then integrated, allowing the unique advantages of the individual methods to be utilized, reducing limitations of the individual data sources.

The 2014 study found that license plate data proved to be expensive and labor-intensive, while mobile device data was emerging as a new tool, offering similar insights at a much lower cost with advantages such as the ability to provide the true origin and destination of trips rather than locations on the roadway where they were observed.

3.2 2020 STUDY

The goals of the 2020 Napa Valley Travel Behavior Study were to update the previous 2014 study, to capitalize on new data sources, be more cost-effective, and obtain a more comprehensive dataset of the travel behavior of visitors, residents, employees, and students who made work and non-work trips in Napa County. The 2014 study had a lot of limitations, and the project team evaluated the expanded pool of available data products and developed a data collection plan utilizing a new combination of sources.

The 2020 study relied solely on traffic counts and mobile device data to obtain O-D patterns based on findings from the first study. LBS data had emerged which was far superior to the cellular and GPS data used for the 2014 study. The project team decided not to capture license plate data or conduct surveys due to the expense and labor requirements. The 2020 study obtained a much larger and more representative sample of data and was able to answer questions the 2014 study could not.

4.0 STUDY METHODOLOGY

The study methodology presented in this chapter was developed to answer key travel behavior questions to inform NVTA and its member agencies of visitor, worker, and resident travel behavior in Napa County to support regional and local transportation planning and policy decisions today and in the future.

4.1 DATA COLLECTION

RSG collected Napa County-specific data from a variety of sources to gain a robust understanding of 2025 travel behavior within Napa County. Data from the various sources were analyzed and combined to identify and quantify vehicle travel demands and the O-D and demographic characteristics of vehicle travelers. The analysis is intended to provide NVTA and the public with an updated and more robust understanding of travel behavior in Napa Valley.

Based on data source changes and volatility in the passive data market, RSG started the 2025 update with a data product evaluation to determine the most appropriate data source(s) to capture the types of trips we know are occurring in Napa County. RSG evaluated data products from multiple data vendors and sources such as location-based services (LBS), connected vehicle data (CVD), and aggregated GPS (AGPS) data. RSG determined that a combination of data products was optimal, to leverage the benefits and fill in the gaps of the individual sources. RSG has found that understanding the strengths and limitations of the individual data sources and then merging them results in a single data product that is bigger than the sum of its parts.

Data Collection Plan

RSG designed a data collection plan to establish a new post-COVID baseline of travel behavior data for Napa County for comparison to findings from previous studies. RSG's data collection plan is summarized below.

- RSG utilized simulated travel pattern data from Replica to serve as a base of travel behavior and demographic data for resident and worker trip-making within Napa County.
- RSG refined the Replica O-D data using a combination of CVD and AGPS data from StreetLight, which provided a large sample (around 25% of the population) of more empirical-based O-D data. The focus of this data analysis was on refining inter-county flows (trips into, out of, and through Napa County) at Napa Valley gateways.
- RSG incorporated AGPS data from Azira to provide supplemental information regarding visitors to the Napa Valley.
- RSG refined the Replica-StreetLight-Azira O-D data using new traffic count data
 collected at the same traffic count locations where data was collected for the previous
 two travel behavior studies. The traffic count data was collected from Thursday,

November 7, 2024 to Sunday, November 10, 2024. Traffic counts play a pivotal role in any travel behavior study as they provide the total directional traffic volume by desired time period at the survey data locations that can be used as a control total to refine and expand travel behavior data collected via other methods.

- RSG conducted an online employer survey like the survey conducted for the 2014 study. With input from NVTA staff, RSG added specific questions to the original survey regarding how respondent travel behavior had changed compared to pre-COVID, including questions about telecommuting habits and intermediate stops. The survey received a total of 702 responses and was conducted in fall 2024.
- RSG utilized other available survey data including Metropolitan Transportation
 Commission (MTC) work from home data, the Bay Area Council (BAC) Return to Office
 Survey, and American Community Survey (ACS) data from the United States Census
 Bureau.

Passive data sources typically represent a sample of the population made up of individuals who are using the smartphone apps that feed movement patterns to data vendors. There are two different statistical methods to address this concern – expansion and weighting. Expansion is the process of multiplying each observation in the data by a factor to adjust up to one or more control totals, while weighting applies factors to correct for biases in the sample. The passive data-derived O-D trip tables served as the starting point due to their large sample size and high level of confidence in the O-D data and were refined using traffic count data to factor the relative trip data to represent a single period of absolute data.

Due to the voluminous amount of data that was obtained by RSG, it was imperative to develop a creative and meaningful way to present the data findings. **RSG developed an online, interactive data visualizer in Tableau** to share in accessible ways the vast amounts of travel behavior data collected in a series of dynamic figures, charts, and tables. The visualizer was organized into sections focused on travel behavior questions that our team confidently answered using the combination of transportation analytics obtained for this study. Where appropriate, RSG integrated data from the 2020 study.

Sources of Data

Replica Simulated Travel Pattern Data

Replica¹ runs a seasonal, high-fidelity simulation that forecasts the population and its travel patterns for the whole country. The dataset includes trip, population, and worker tables for a typical weekday and typical weekend day for a selected season and region. The tables are broken out geographically into megaregions. Replica relies on raw data from mobility data aggregators but to a much lower degree than passive data vendors like StreetLight and Azira.

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¹ https://www.replicahq.com/

They use passive location data as one of many inputs (e.g., traffic counts, land use databases, household travel survey data, census data) to develop synthetic travel behavior models for baseline conditions. These models are very similar to activity-based models (ABMs) like the Solano-Napa Activity-Based Model (SNABM) which create a synthetic population and forecast daily travel activities and O-D patterns for all members of the synthetic households. However, the synthetic models rely on empirical location data from a variety of sources, including LBS, cellular, vehicle in-dash GPS data, and point of interest (POI) aggregates (measure of how many mobile devices are observed at specific venues like parks and shopping malls), to forecast demographics and O-D patterns rather than relying on a destination choice model typically derived from household survey data.

RSG has generally found that these products provide a solid base of travel behavior data that is well-suited for refinement with data from traditional travel behavior surveys and more empirical O-D passive data sources. For the 2025 update, RSG supplemented Replica data with travel behavior data obtained from an employer-focused travel survey, along with more empirical-based passive data from StreetLight and Azira, to provide a more complete capture of intercounty trips and visitors to the region from locations across the United States. Through RSG's evaluation of Replica data we learned that each megaregion and season exist in isolation and that person IDs are unique to each megaregion and do not carry over into other megaregions, resulting in underreporting of longer distance travel and visitation levels for uses known to attract visitors from around the nation.

RSG obtained Replica's Cal-Nev Megaregion simulated travel pattern data for an average weekday in fall 2024, covering trips from within the states of California and Nevada. RSG relied on Replica's "Places" dataset, which includes "Trips" and "People" products, to analyze travel patterns, home/work locations, trip characteristics (including length, time of departure, purpose), and demographics (including age, income, household size, auto ownership). **Figure 1** illustrates the trip densities at the census block group level within the Cal-Nev Megaregion to illustrate the level of coverage provided by Replica. **Figure 2** illustrates the trip densities at the census block group level within Napa County to provide a sense of the disaggregate level of the data provided by Replica.

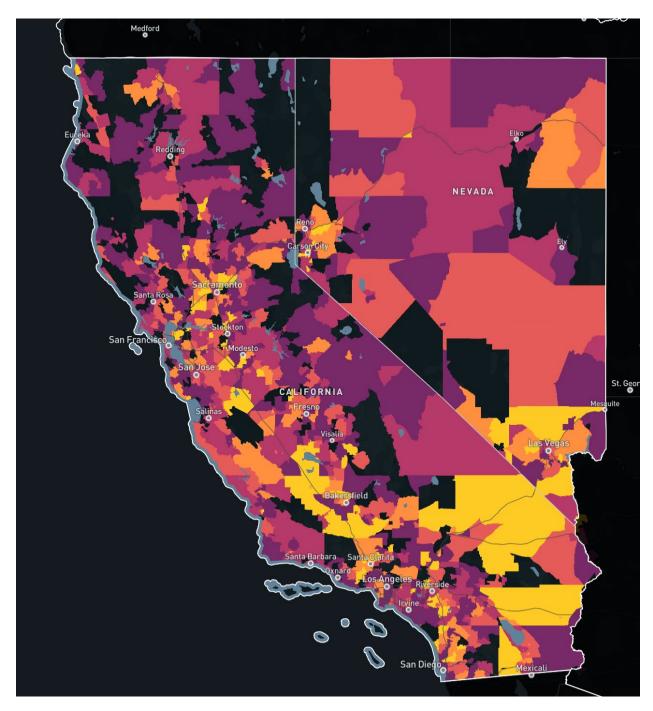


FIGURE 1: REPLICA'S CALIFORNIA-NEVADA MEGAREGION

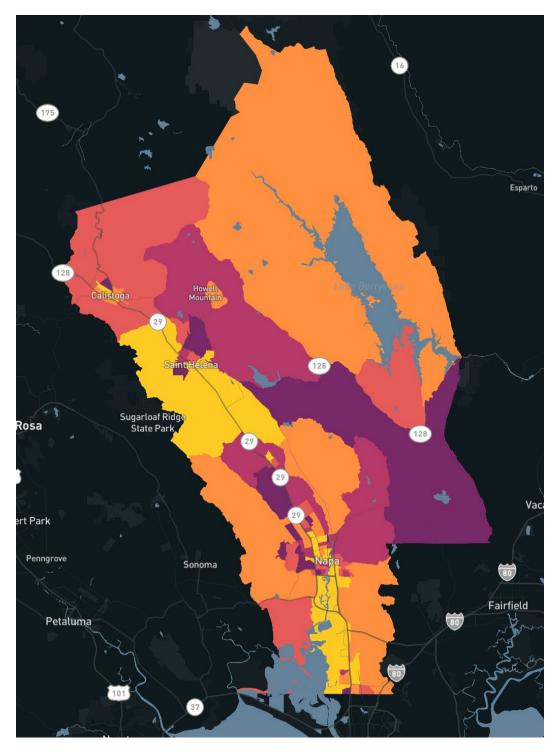


FIGURE 2: CENSUS BLOCK GROUPS IN NAPA COUNTY

Raw Location Data from Passive Data Providers

Passive data providers like StreetLight² and Azira³ are considered third-party data purchasers who offer a proprietary user data product by applying their algorithms along with an expansion and validation process to raw location data purchased from data aggregators (data aggregators provide a variety of sources such as telco, LBS, CVD, and AGPS for vendors to choose from). Passive data vendors are constantly evaluating data aggregator sources to purchase and incorporate into their data streams and products and were greatly impacted by volatility in the passive data landscape.

Many passive data providers shifted their focus away from LBS data towards more consistent sources such as CVD collected and sold by car manufacturers like General Motors (GM). CVD refers to data generated by vehicles that are equipped with internet connectivity and onboard sensors. This data can include information such as vehicle location, speed, acceleration, fuel type, and other operational parameters. The biggest drawbacks of CVD are that it is limited to vehicular sources of travel, has relatively low sample rates (estimated at 3-5% of vehicles on the road), only provides data for when the car is on, and has likely biases towards higher income persons as connected vehicle features are primarily available in new vehicles manufactured after 2019. It is also important to note connected vehicle features vary widely by manufacturer.

In addition to CVD sources, StreetLight also began purchasing and integrating raw data from AGPS sources in April 2022 due to its large sample size (estimated 20-25% of the population) and high representativeness of the population given virtually all modern phones have a GPS chip. StreetLight's AGPS data is provided by TomTom, which aggregates and processes GPS data from millions of devices to create TomTom Speed Profiles. The biggest drawback to AGPS data is that it is focused on roadway travel rather than points of interest like LBS data.

RSG obtained a combination of CVD and AGPS data products from StreetLight and AGPS data from Azira, which represent more empirical and less simulated data sources than Replica, which are more suitable for capturing the unique travel behavior associated with longer distance intercounty travel and visitors to agritourism areas.

Traffic Count Data

Traffic count data was collected at the same traffic count locations where data was collected for the previous two travel behavior studies. Traffic count data was collected from Thursday, November 7, 2024 to Sunday, November 10, 2024 at the locations listed below and illustrated in **Figure 3**.

² https://www.streetlightdata.com/

³ https://www.azira.com/

7 County Gateways

- SR 12 / Jameson Canyon (Solano County)
- SR 29 / American Canyon
- SR 12 / Napa Road (Sonoma County)
- SR 121 / SR 128 (Capell Valley Road)
- SR 29 / Tubbs Lane
- SR 128 (btw. Bennett Lane / Foss Hill Road)
- St. Helena Road / Spring Mountain Road

39 City of Napa MioVision Intersections

 Coverage along major arterials within the City of Napa including Jefferson St, Lincoln Ave, Soscol Ave, Trancas St

5 Key Roadways / Corridors

- Silverado Trail (Deer Park Road)
- Silverado Trail (Monticello Road SR-121)
- Soscol Junction (SR 29 / SR 12-121)
- Soscol Avenue (Imola Avenue)
- SR 29 (Yountville Madison Avenue)

4 Key Intersections

- SR 29 & Adams Street (Downtown St. Helena)
- SR 29 / Foothill Blvd & Pine Street (Calistoga)
- 1st Street & Freeway Drive (Downtown Napa)
- Howell Mountain Road (Angwin)

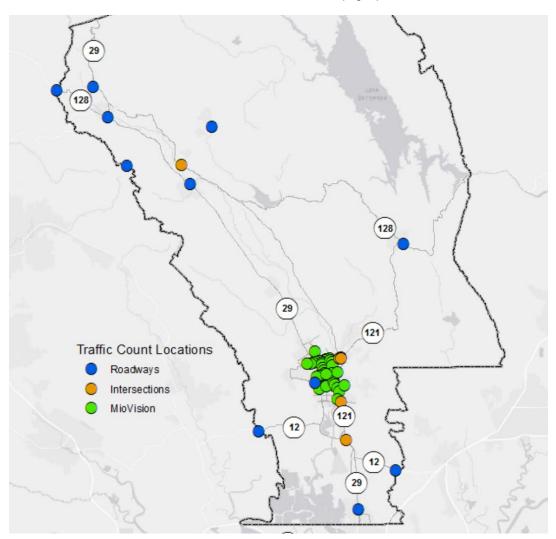


FIGURE 3: TRAFFIC COUNT LOCATIONS

Online Employer Survey

RSG's response to the recent volatility in the passive data landscape was to develop a set of guidelines to help agencies like NVTA ensure sufficient data quality and confidence in the resulting findings. One of these guidelines recommends agencies consider how to utilize other data to perform quality checks, address limitations, and fill in gaps. The most obvious source of data to supplement passive data is survey data. Whereas passive data is relatively inexpensive, relatively "big" and lower in quality, survey data is typically more expensive to collect, relatively smaller in sample, but has much higher quality and affords the opportunity to understand travel behavior choices. User response data is an invaluable source of in-depth, self-reported travel behavior data specific to a region of study, which complements large datasets of passively collected data where travel behavior data is largely imputed rather than reported by actual travelers. Thus, these two data sets support each other well.

RSG performed an online employer survey conducted similar to the 2014 study. The survey was provided to major employers in Napa County via email by NVTA staff. RSG developed draft survey questions that were reviewed, modified, and edited by NVTA staff. Specific questions were added to this study regarding how respondent travel behavior has changed compared to pre-COVID, telecommuting habits, and questions regarding goals and metrics for the upcoming Countywide Transportation Plan.

RSG administered the online employer survey through Alchemer⁴. An incentive was also provided if certain questions were answered and the survey returned by a specific date.

Data Analysis Periods

The 2020 Napa Valley Travel Behavior Study collected data for spring 2018, summer 2018, and fall 2018 seasonal data periods.

The 2025 update collected data for spring 2024, summer 2024, and fall 2024 seasonal data periods to identify demographic and trip making changes that have occurred. Fall 2024 served as the primary study period, representing three months in 2024 when school was in session. All-day data for an average weekday (Tuesday to Thursday) during this three-month period served as the focus of the travel behavior study update and the period for which data from other months, days of the week, and times of day was compared to illustrate temporal differences in travel behavior in Napa County. This also ensured the data was consistent with the Solano-Napa Activity-Based Model (SNABM) outputs as travel demand models are typically developed to forecast an average day when school is in session from a specified year.

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⁴ https://www.alchemer.com/

In addition to an average weekday (Tuesday to Thursday) data, seasonal data was also collected for Friday, Saturday, and Sunday days. Daily trip making data was also stratified by the following time periods.

Overnight/Early AM: 12 – 6 AM

• AM Peak: 6 – 10 AM

Mid-day: 10 AM – 3 PM

PM Peak: 3 – 7 PM

• Off-Late: 7 PM - 12 AM

Zone System

Trip making data from the passive data sources was tagged to a single geographic layer of 216 zones shown in **Figure 4**. The zone system was coordinated with the TAZ system from the Solano-Napa Activity-Based Model (SNABM) for comparison and future/alternative forecasting integration purposes and was designed to capture all trips that interact with Napa County. 129 of the zones are within Napa County, 73 zones are outside Napa County, and 14 zones represent the 7 county gateways by direction.

The zone system map presented in Figure 4 uses a randomized color ramp based on the unique ID associated with each of the 216 zones to help distinguish between zones in the figure. The 2025 Napa Valley Travel Behavior Study online data visualizer discussed in section 4.2 provides an interactive map with zoom and pan capabilities that allows the user to view the boundaries and contents of each zone.

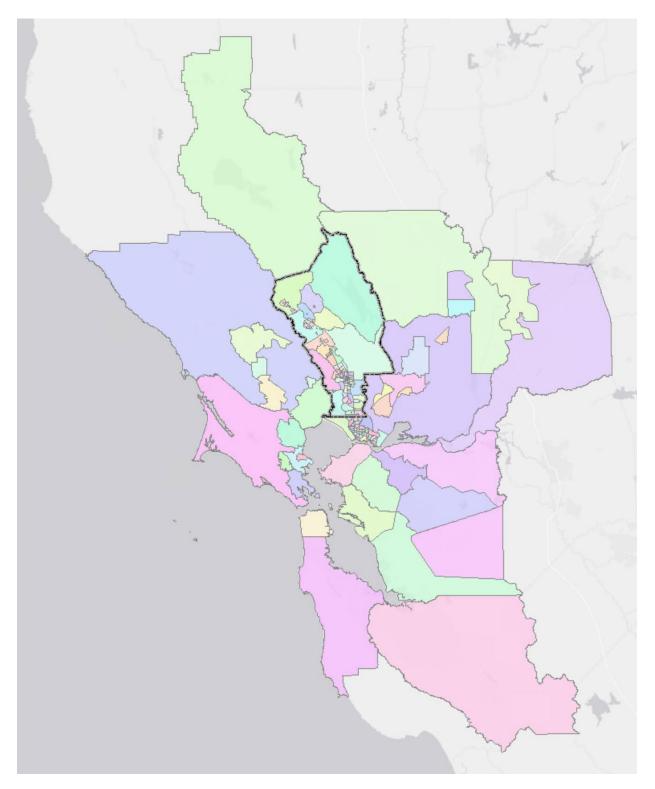


FIGURE 4: ZONE SYSTEM

4.2 DATA PRESENTATION

Due to the voluminous amount of data obtained by RSG for the 2025 Napa Valley Travel Behavior Study it was imperative to develop a creative and meaningful way to present the data and findings related to the characterization of demographics and trip making travel behavior in Napa County. RSG developed an online, interactive data visualizer to accompany an Excel file of detailed data and this report. The visualizer illustrates the vast amounts of travel behavior data collected in a series of dynamic figures, charts, and tables. The visualizer is organized into sections focused around travel behavior categories RSG felt confident in answering using the combination of data sources obtained for the study.

Below is a hyperlink to the online data visualizer. **Figure 5** provides a screenshot of the table of contents from the online data visualizer.

2025 Napa Valley Travel Behavior Study Online Data Visualizer Hyperlink

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Introduction
Key Findings
Methodology
Zone System
Conclusions
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Travel Patterns Daily
Travel Patterns AM
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Largest Trip Generators Daily
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Cut-Through Traffic-Daily
Cut-Through Traffic-AM
Cut-Through Traffic-PM
Day of Week Variation
Seasonal Variation
Worker Information
Visitor Information
Trip Length Information
Roadway Segments
Napa Valley Truck Trips
Napa Valley 2024 Visitor



FIGURE 5: ONLINE DATA VISUALIZER SCREENSHOT

5.0 KEY FINDINGS

This chapter provides a summary of key findings from the collection and analysis of Replica simulated travel pattern, raw passive location data from StreetLight and Azira, traffic count data, and online employer survey response data sources.

The **fall 2024 weekday all-day period represents our primary data period** and served as the main point of day of week and seasonal comparisons, as well as for comparisons to findings from 2018 study.

5.1 DEMOGRAPHIC CHANGES

The following section presents key findings from the Napa County demographic analysis conducted for this study. All metrics are associated with the number of persons who live or work in Napa County, not the number of trips they make which are discussed in the next section.

Figure 6 presents a summary of the demographic changes observed between 2018 and 2024. The number of Napa County residents, resident workers, and employees decreased roughly 5%, while work from home increased 7% (from 5% to 12% of Napa county resident workers). These changes corresponded to a 6% decrease in imported workers, a 19% decrease in exported workers, and an overall 5% decrease in total Napa County workers (internal, imported, and exported combined).

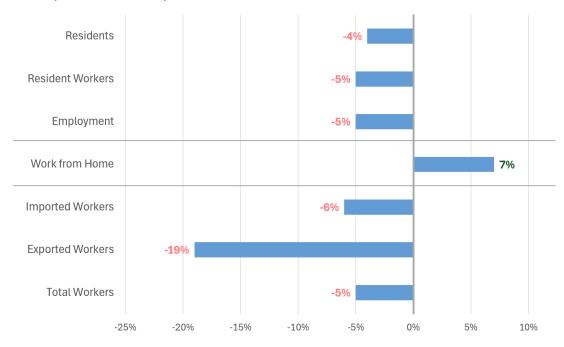


FIGURE 6: SUMMARY OF DEMOGRAPHIC CHANGES

Figure 7 presents a comparison of Napa County residents, resident workers, and work from home percentage between 2018 and 2024. The number of Napa County residents decreased from roughly 138,600 to 132,700, representing a 4% decrease. **The number of Napa County resident workers decreased from roughly 73,900 to 70,400, representing a 5% decrease.** The percentage of Napa County resident workers working from home increased from 5% in 2018 to 12% in 2024. Resident and resident worker populations were obtained from the United States Census Bureau⁵.

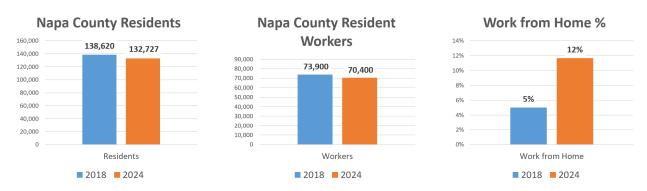


FIGURE 7: NAPA COUNTY DEMOGRAPHICS

Figure 8 presents a comparison of where Napa County residents worked in 2018 compared to 2024. Resident commute patterns remain relatively the same except for the countywide work from home percentage, which directly impacted Napa County travel patterns and vehicle miles travelled (VMT) which is discussed in the next section. Resident work locations were obtained from Replica and adjusted using inter-county travel patterns from StreetLight.

Fall Weekday Conditions		2018 S	tudy	2024 Update		
Туре	Work County	Work Trips	Percent	Work Trips	Percent	
Internal Work Trip	Napa County	54,100	73%	46,900	67%	
internal work imp	Work from Home	3,700	5%	8,200	12%	
	Solano County	5,000	7%	4,700	7%	
	Sonoma County	2,700	4%	2,900	4%	
	Contra Costa County	2,100	3%	2,000	3%	
	San Francisco County	2,000	3%	1,700	2%	
Exported Work Trip	Marin County	1,500	2%	1,500	2%	
	Alameda County	1,200	2%	1,200	2%	
	San Mateo County	600	1%	500	1%	
	Santa Clara County	500	1%	400	1%	
	Sacramento County	500	1%	400	1%	

FIGURE 8: WHERE NAPA COUNTY RESIDENTS WORK

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⁵ https://www.census.gov/programs-surveys/popest.html

Figure 9 presents Napa County work locations for workers who live within each jurisdiction in Napa County for fall 2024 conditions.

	Napa County Fall 2024 Work Locations by Jurisdiction													
		Within		Outside County								Outside		
Jurisdiction	Workers	Napa County	Lake	Sonoma	Marin	Solano	Yolo	Sacramento	Contra Costa	Alameda	Santa Clara	San Mateo	San Francisco	Region
American Canyon	11,700	46.7%	0.0%	3.6%	5.9%	18.2%	0.3%	0.4%	9.6%	6.7%	1.3%	2.2%	4.9%	0.2%
Calistoga	2,500	88.2%	0.0%	4.3%	0.0%	2.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	3.8%	0.0%
Napa	42,200	82.5%	0.0%	4.7%	1.6%	5.2%	0.1%	0.7%	1.8%	0.8%	0.3%	0.4%	1.6%	0.4%
St Helena	2,700	85.0%	0.0%	5.3%	0.9%	1.2%	1.4%	2.7%	0.2%	0.0%	0.4%	1.0%	1.8%	0.0%
Angwin	1,300	80.2%	0.6%	3.2%	1.9%	5.4%	0.2%	0.4%	2.2%	1.4%	0.7%	1.1%	2.5%	0.1%
Unincorporated	8,600	80.2%	0.6%	3.2%	1.9%	5.4%	0.2%	0.4%	2.2%	1.4%	0.7%	1.1%	2.5%	0.1%
Yountville	1,400	82.4%	0.0%	1.4%	0.6%	2.8%	0.2%	0.1%	2.0%	1.1%	1.6%	0.3%	5.7%	1.7%
Napa County	70,400	77.0%	0.1%	4.2%	2.2%	6.9%	0.2%	0.6%	2.9%	1.7%	0.5%	0.8%	2.5%	0.4%

FIGURE 9: NAPA COUNTY WORK LOCATIONS BY JURISDICTION

Figure 10 presents a comparison of where Napa County employees lived in 2018 compared to 2024. Employee commute patterns remain relatively the same, but **overall employment decreased by 5%**, which also had a direct impact on Napa County travel patterns and VMT. Employee home locations were obtained from Replica and adjusted using inter-county travel patterns from StreetLight.

Fall Weekday Conditions		2018 S	tudy	2024 Update		
Туре	Home County	Work Trips	Percent	Work Trips	Percent	
Internal Work Trip	Napa County	55,200	69%	51,600	68%	
	Solano County	12,800	16%	13,100	17%	
	Sonoma County	4,800	6%	4,800	6%	
	Lake County	1,800	2%	1,500	2%	
	Contra Costa County	1,800	2%	1,600	2%	
Exported Work Trip	Marin County	500	1%	500	1%	
	San Joaquin County	300	0%	400	1%	
	San Francisco County	300	0%	200	0%	
	Sacramento County	300	0%	600	1%	
	Alameda County	300	0%	300	0%	

FIGURE 10: WHERE NAPA COUNTY EMPLOYEES LIVE

Figure 11 presents a comparison of Napa County imported and exported workers between 2018 and 2024. Napa County imported 2,000 (6%) fewer workers compared to 2018 and exported 5,000 (19%) fewer workers, which resulted in roughly 5,000 (5%) fewer total workers in Napa County.

Fall Weekday Conditions	2018 Study		2024 Սբ	odate	Change in	% Change in
Work Trip Type	Work Trips	Percent	Work Trips	Percent	Work Trips	Percent
Internal Work Trips	49,000	46%	50,000	50%	1,000	2%
Imported Work Trips	31,000	29%	29,000	29%	-2,000	-6%
Exported Work Trips	26,000	25%	21,000	21%	-5,000	-19%
Total Work Trips	106,000	100%	101,000	100%	-5,000	-5%

FIGURE 11: IMPORTED VS. EXPORTED WORKERS

5.2 TRIP MAKING CHANGES

The following section presents key findings from the Napa County trip making analysis conducted for this study derived from the combination of data sources. All metrics are associated with all types of trips made within Napa County, not just trips generated by residents or workers.

Figure 12 presents a summary of the trip making changes observed between 2018 and 2024, which were directly impacted by the demographic changes discussed in the previous section. Inter-Napa County travel (trips that enter and leave Napa County) decreased 12%, with Solano County interactions decreasing by 23% and Sonoma County interactions increasing by 4%. Internal Napa County trips (trips that start and end within Napa County) increased 5%, with trip making at Napa Bel Aire Plaza increasing 23%.

Overall traffic has largely recovered to 2018 levels as pass-through traffic increased 10%, with summer pass-through traffic increasing by 31%. Internal Napa County trips were on average much shorter than inter-Napa County trips, which resulted in a 9% decrease in average trip lengths and VMT generated by Napa County.

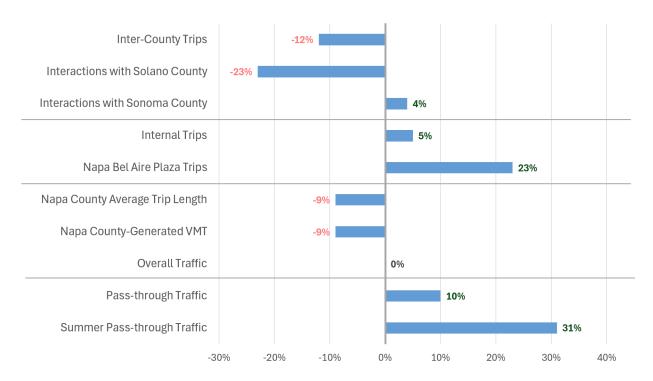


FIGURE 12: SUMMARY OF TRIP MAKING CHANGES

Figure 13 presents a summary of total Napa County-generated weekday daily vehicle trips between 2018 and 2024. Trips increased from roughly 417,000 to 418,000 or 0.3% increase, indicating that Napa County-generated traffic has returned to 2018 levels. This recovery in travel was substantiated by the roadway segment and intersection traffic counts which were within 1% of weekday daily traffic counts collected at the same locations in 2018.

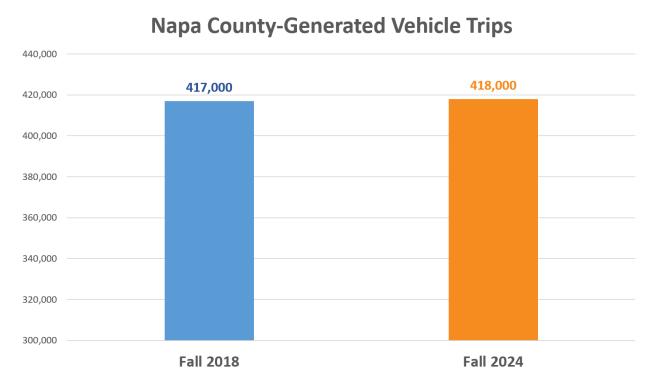


FIGURE 13: NAPA COUNTY-GENERATED WEEKDAY DAILY VEHICLE TRIPS

Figure 14 presents a comparison of Napa County weekday trip types between 2018 and 2024. Trips within Napa County increased from roughly 301,00 to 317,000 or 5%, while trips out of Napa County decreased from roughly 57,000 to 50,000 or 13% and trips into Napa County decreased from roughly 58,000 to 51,000 or 11%.

Travel within Napa County is up around 5% for daily conditions, as residents who used to leave the county for work now require services within Napa County. A Napa County resident who used to travel to San Francisco for work now may get coffee, go the gym, get lunch, and/or run errands within Napa County rather than in San Francisco. This demand for services has likely increased the demand for service jobs within Napa County while the increased work from home has likely decreased total work-related travel.

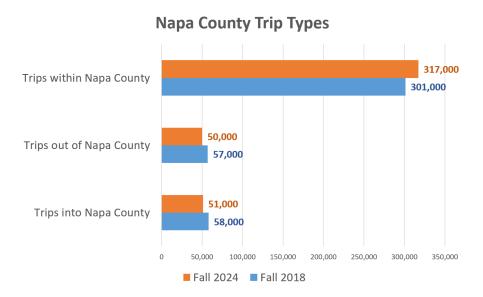


FIGURE 14: NAPA COUNTY WEEKDAY TRIP TYPES

Figure 15 presents the change in key inter-Napa County trip movements between 2018 and 2024. Trip interactions with Sonoma County increased 4% while **trip interactions with Solano County decreased 23%**. As shown in Figure 8 and Figure 10, employment-related trips between Napa County and Solano County remained roughly the same, indicating the decrease in trip interactions was for discretionary travel with fewer Solano County residents coming to Napa County for shopping purposes.

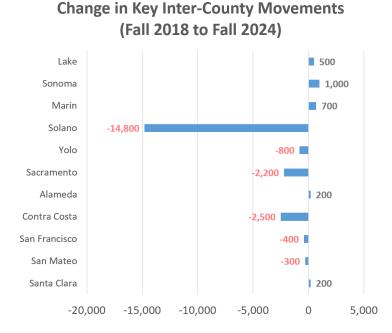


FIGURE 15: NAPA COUNTY INTER-COUNTY TRIPS

Figure 16 presents the change in Napa County weekday pass-through vehicle trips between 2018 and 2024 for the spring, summer, and fall data periods. Fall pass-through traffic increased from roughly 13,200 to 14,500 or 10%, while Summer became the peak season for Napa County pass-through traffic, increasing from roughly 12,500 to 16,400 or 31% compared to Summer 2018.

Additionally, in fall 2024 **3% of all travel on Napa County roadways was from pass-through traffic**, while 10% of traffic at Soscol Junction was pass-through traffic.

Napa County Pass-Through Vehicle Trips 18,000 16,400 16,000 14,500 14,100 13,200 14,000 12,500 11,900 12,000 10,000 8,000 6.000 4,000 2,000 0 Spring 2018 Summer 2018 Fall 2018 Spring 2024 Summer 2024 Fall 2024

FIGURE 16: NAPA COUNTY WEEKDAY PASS-THROUGH TRAFFIC

Figure 17 presents the change in trip making for Napa County top trip generators between 2018 and 2024. Napa County top trip generators remained relatively the same, with Napa Bel Aire Plaza daily trip making increasing 23% and South Napa Market Place daily trip making increasing 12%.

Previous	Fall Weekday Daily Conditions	2018	Study	2	024 Update	е
Rank	Selected Trip Generator	Trips	Percent	Trips	Percent	Growth
1	Napa Bel Aire Plaza	23,300	7%	28,800	6.9%	23%
2	South Napa Market Place	16,900	5%	18,900	4.5%	12%
3	Downtown Napa	16,100	5%	15,400	3.7%	-4%
4	Napa Junction Plaza (American Canyon)	11,600	3%	9,600	2.3%	-17%
5	Napa Valley College	7,000	2%			
6	Napa Queen Medical	5,000	1%	4,700	1.1%	-5%
7	Napa Oxbow	3,800	1%	2,500	0.6%	-35%
8	Napa Department of State Hospitals	3,600	1%			
9	Napa County Services	2,300	<1%	2,100	0.5%	-9%
10	Saint Helena Hospital	2,000	<1%			
11	Angwin Pacific Union College	1,600	<1%			
12	Yountville VA Hospital	1,100	<1%		_	
13	Napa County Airport	900	<1%	1,100	0.3%	17%

FIGURE 17: NAPA COUNTY TOP TRIP GENERATORS

Figure 18 presents the change in Napa County VMT generated between 2018 and 2024 for the spring, summer, and fall data periods. Fall VMT decreased from roughly 4,547,000 to 4,116,000 or 9%, with VMT generated from intra-Napa County trips increasing and VMT from inter-Napa County trips decreasing.

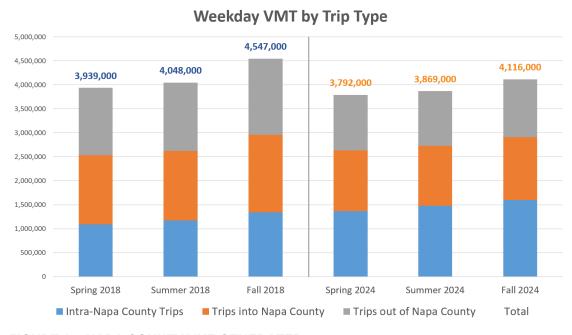
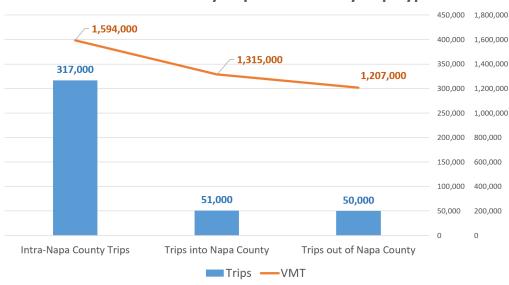


FIGURE 18: NAPA COUNTY VMT GENERATED

Figure 19 presents the fall 2024 Napa County weekday trips and VMT by trip type. Intra-Napa County Trips generate 76% of trips but only 39% of VMT while inter-Napa County trips generate 24% of Trips but 61% of VMT.



Fall 2024 Weekday Trips and VMT by Trip Type

FIGURE 19: NAPA COUNTY VMT BY TRIP TYPE

Figure 20 presents the fall 2024 Napa County weekday VMT generation by jurisdiction. The City of Napa generates 47% of Napa County VMT while the unincorporated areas generate 22% of Napa County VMT.

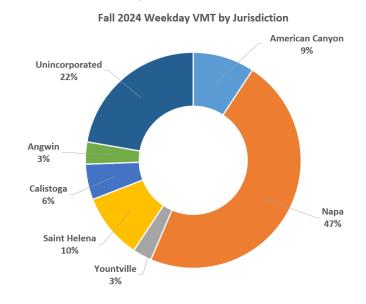
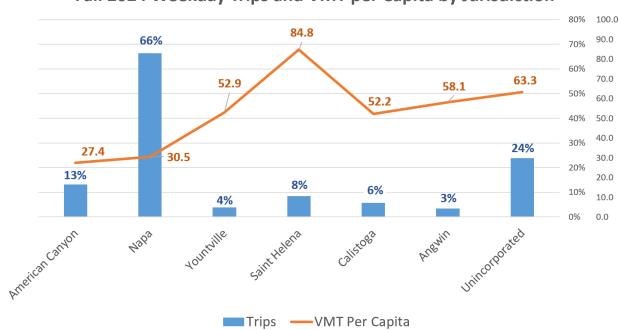


FIGURE 20: NAPA COUNTY VMT BY JURISDICTION

Figure 21 presents the fall 2024 Napa County weekday trips and VMT per capita by jurisdiction. The City of Napa generates 66% of vehicle trips but has the second lowest VMT per capita at 30.5 miles, the City of Saint Helena generates 8% of vehicle trips but has the highest VMT per capita at 84.8 miles, and unincorporated areas have the second highest VMT per capita at 63.3 miles.



Fall 2024 Weekday Trips and VMT per Capita by Jurisdiction

FIGURE 21: NAPA COUNTY VMT PER CAPITA BY JURISDICTION

5.3 VISITOR TRAVEL

The following section presents key findings from the analysis of visitor-focused AGPS data provided by Azira⁶. All metrics are associated with devices determined to have a home and work location outside of Napa County but visited Napa County in fall 2024.

Figure 22 illustrates the home location attributed to the mobile devices that visited Napa County in fall 2024 as provided by Azira. Visitors were observed from nearly all major metropolitan areas in the United States, indicating that Napa Valley is still a nationwide visitor destination.

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⁶ https://www.azira.com/

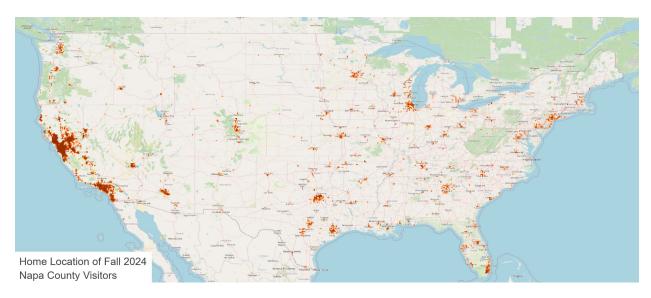


FIGURE 22: NAPA COUNTY VISITOR TRAVEL

Figure 23 presents the number of observed devices visiting Napa County by day in fall 2024 as provided by Azira, indicating that visitors to Napa County peak in early Fall and decline through the end of Fall.

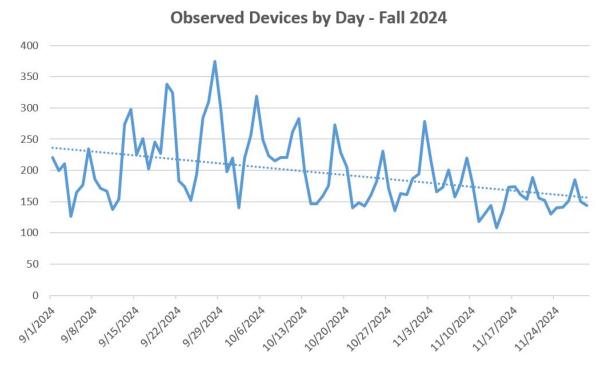


FIGURE 23: NAPA COUNTY VISITOR TRAVEL BY DAY IN FALL 2024

Figure 24 presents the percentage of observed devices visiting Napa County by day of week in fall 2024 as provided by Azira, indicating daily visitation to Napa County is highest on Saturdays and lowest on Mondays and Tuesdays.

Day of Week	Compared to Average Day						
Monday	87%	-13%					
Tuesday	87%	-13%					
Wednesday	88%	-12%					
Thursday	93%	-7%					
Friday	113%	13%					
Saturday	131%	31%					
Sunday	104%	4%					

FIGURE 24: NAPA COUNTY VISITOR TRAVEL BY DAY OF WEEK IN FALL 2024

Figure 25 presents the number and percentage of observed devices visiting Napa County by visitor type in fall 2024 as provided by Azira, indicating roughly 58% of visitors to Napa County are staying overnight, compared to 42% being day trippers.

October 2024 Data								
Day Trip	56,605	42%						
Overnight	76,606	58%						
Total Visitors	133,211	100%						

FIGURE 25: NAPA COUNTY VISITORS BY VISITOR TYPE IN FALL 2024

5.4 EMPLOYER SURVEY FINDINGS

The following section presents key findings from the analysis of data collected through the online employer survey, which received a total of 702 responses and was conducted in fall 2024. All metrics in this section are based on survey respondent data specific to Napa County.

The Napa Employer Survey revealed important demographic differences between Napa County employees who live within Napa County versus those who live outside Napa County. **Figure 26** summarizes response data for employees who live outside Napa County and commute in. They tend to have a lower income, larger household size, fewer household vehicles, and more commute passengers (carpool more).

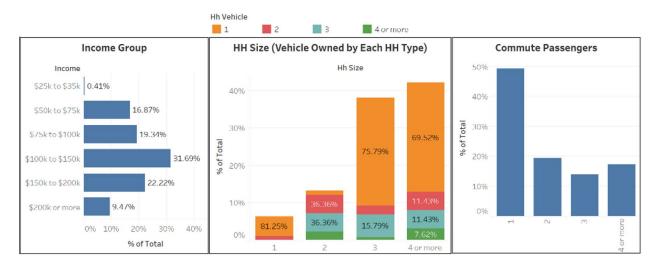


FIGURE 26: SURVEY DATA FOR EMPLOYEES WHO LIVE OUTSIDE AND COMMUTE IN

Figure 27 summarizes response data for employees who live inside Napa County and commute within the county. They have a much higher income, much smaller household size, more household vehicles, and fewer commute passengers (mostly drive alone). This supports the previous study's findings that a good portion of weekday traffic is from Napa employees who can't afford to live in Napa County and could likely benefit from affordable housing and carpool programs which would reduce congestion along key commute corridors.

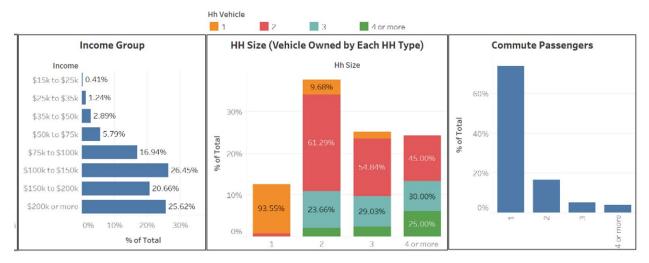


FIGURE 27: SURVEY DATA FOR EMPLOYEES WHO LIVE INSIDE AND COMMUTE WITHIN

6.0 CONCLUSIONS

The 2025 Napa Valley Travel Behavior Study obtained multiple travel behavior data points from multiple data sources, each with their own unique set of strengths and limitations, to leverage the benefits and fill in the gaps of the individual sources. A focus of the study was on capturing and providing supplemental data for visitors given the region's high volumes of tourists and agritourism attractions like wineries that render residential address-driven travel surveys alone insufficient for a complete understanding of visitor travel behavior. The combination of data sources affords NVTA an updated look at not only visitor travel, but all travel within, to, from, and through Napa County for an updated 2024 baseline condition, to support regional and local transportation planning and policy decisions today and in the future.

The 2025 study provides NVTA with several data sets. The resulting data will provide NVTA and its member agencies with the basis for future planning efforts. Such uses may include but are not limited to the refinement of the Solano-Napa Activity-Based Model (SNABM), the Short-Range Transit Plan and the update of the Countywide Transportation Plan. The data put forth in this study is to provide a data set for specific plans or projects that need post-COVID baseline data. The data provides valuable insights on trip types, trip origins and destinations, trip lengths, and top trip generators, which can help identify where alternative transportation investments may be needed.

The study utilized data from Replica, which provided a large sample of simulated travel behavior and demographic data for trip making within Napa County, as well as CVD & AGPS from StreetLight, which provided a large sample of more empirical-based vehicle location data to refine inter-county travel, including pass-through travel. Azira data was also obtained to present a more complete capture of visitors to Napa County from locations within the United States. An online worker survey was also conducted, which provides an invaluable source of in-depth, self-reported travel behavior data specific to workers in Napa County, which complements large datasets of passively collected data where travel behavior data is largely imputed rather than reported by actual travelers.

Due to the voluminous amount of data obtained by RSG for the 2025 Napa Valley Travel Behavior Study, it was imperative to develop a creative and meaningful way to present the data and findings related to the characterization of visitor, worker, and resident travel behavior in Napa County. RSG developed an online, interactive storyboard to illustrate the vast amounts of travel behavior data collected in a series of dynamic figures, charts, and tables. The online visualizer is organized into sections focused around travel behavior categories RSG felt confident in answering using the combination of mobility data analytics obtained for the study.

7.0 DATA LIMITATIONS

As discussed in Chapter 4, RSG obtained travel behavior data from a variety of data sources as it was determined through evaluation of individual data sources prior to the study, that a combination of data products was optimal, to leverage the benefits and reduce the limitations of the individual sources. Below is a discussion of data limitations observed by RSG staff for each data source obtained for the 2025 Napa Valley Travel Behavior Study.

Replica Data

Below is a bulleted summary of Replica data limitations observed by RSG staff. It is important to note that passive data is a data source utilized by Replica to inform the simulation's trip making and trip distribution patterns, the limitations of which are discussed in the next section.

- Upon evaluation of high visitor areas in Napa County, RSG observed that the Replica data didn't tell the full story for the number of trip ends and visitor levels. RSG reached out to Replica staff and learned that each megaregion and season exist in isolation and that person IDs are unique to each megaregion and do not carry over into other megaregions. This would explain why census block groups with uses known to attract visitors from around the nation would be underrepresented in the Replica data and likely underreport true visitation levels & patterns and would need to be refined using an alternative data source.
- Upon evaluation of Napa County gateway and inter-county travel, RSG observed that
 the Replica data didn't match traffic count data collected at these locations and would
 need to be refined using an alternative data source.

Passive Data

Passive data sources represent a more empirical and less simulated data source, which RSG determined to be more suitable for capturing longer distance travel and the unique travel behavior associated with national attractions where high levels of visitors are observed. However, passive data sources, like any data source, have their own set of limitations. Below is a bulleted summary of passive data limitations observed by RSG staff.

- Limitations of passive data are largely due to federal regulations over privacy concerns, sampling rates, and the reliance on computer algorithms, which lead to potential biases in the data.
- Due to privacy concerns and sample rates, the trip values in the origin-destination trip
 tables provided by passive data providers may be expanded to represent an absolute
 measure of trips. While numerous data expansion techniques exist, there was little
 chance of developing a confidently weighted dataset given the lack of knowledge about
 the population represented in the data (largely due to the effects of privacy efforts).

- Analysis of mobile device data and determination of origin-destination points relies on computer algorithms to determine where a trip starts and ends rather than direct user input like from travel surveys. Current algorithm parameters define the end of a trip and determine a trip's destination if the mobile device travels no more than a specified distance in a specified amount of time (e.g., five meters in five minutes).
- App-based mobile device data has a minimal potential bias towards higher income
 persons as a majority of the population now owns an app-enabled device and studies
 have shown that low-income persons are preferring to get their internet from a cell
 phone as opposed to a residential provider. However, locational information is derived
 from a combination of cellular, GPS, and Wi-Fi sources, reducing the spatial resolution
 and accuracy to roughly 20 to 30 meters when compared with GPS data alone which
 has a spatial resolution of rough 3 to 5 meters.
- App-based mobile device data typically represent persons traveling as the algorithms
 are currently not sophisticated enough to accurately differentiate mode of travel. For
 instance, a typical transit trip may consist of a drive trip to a transit station, wait time for a
 train, stops at stations along the way, and a walk trip to the destination. Auto trips are
 usually much less complex as people generally drive directly from their origin to their
 destination.
- Mobile device data has a potential bias towards trips made by persons over the age of 16 due to privacy regulations requiring the non-inclusion of data associated with mobile devices registered to persons under the age of 16.
- Mobile device data has a potential bias towards non-school-related trips made by persons over the age of 16. Home and work location data analysis will ignore school-related trips as the algorithms only track the inferred "home" and "work" location of mobile devices. Origin-destination trip table data analysis may miss school drop-off trips as the algorithms determine a trip to end only when the mobile de vice has moved less than five meters in five minutes. However, school-related trips associated with students who drive themselves to school will likely be captured as the mobile device will remain relatively stationary while at school.
- Mobile device data has a potential bias towards traditional "9 to 5" workers as the home and work location algorithms assign home and work locations based on where the device is at rest between specified hours (e.g., 10 AM to 3 PM for work location determination and 11 PM to 4 AM for home location determination).

Traffic Count Data

While traffic count data plays a pivotal role in any travel behavior study, providing a cheap and reliable measure of the absolute magnitude of travel, they are typically collected over a one-week period, but traffic patterns typically vary week to week and month to month and even day to day. Traffic counts also do not provide the origin, destination, or purpose of the vehicle trip or any other trip making or demographic information.

Travel Survey Data

While travel surveys have traditionally been the primary source of information on both travel behavior and travel patterns, they come with their own set of unique limitations. Below is a bulleted summary of travel survey data limitations observed by RSG staff.

- One of the challenges faced in conducting travel surveys is nonparticipation. While travel surveys traditionally start with a random sample of households or individuals selected for participation, many of the selected individuals simply do not respond.
- Development and implementation of a survey of a sufficient size to be statistically valid can be costly.
- Travel surveys are prone to human error during the data collection process as well as from the survey responders who may misinterpret the questions or forget about trips.
- Underreporting of trips in travel surveys is a well-documented phenomenon, with some studies indicating up to a 30% underreporting of the frequency of trips per day⁷.
- Response rates to travel surveys can vary greatly, increasing the difficulty of survey expansion and potentially leading to unknowable biases in the resulting data.

⁷

November 19, 2025 NVTA Agenda Item 11.2

Continued From: New Action Requested: INFORMATION



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Antonio Onorato, Director of Administration, Finance & Policy

(707) 259-8779 / Email: <u>aonorato@nvta.ca.gov</u>

SUBJECT: Napa Valley Transportation Authority (NVTA) Fiscal Year 2025-26,

Quarter 1 Financial Review and Delegated Authority Matrix

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the FY 2025-26 Quarter 1 Financial Review and Delegated Authority Matrix.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

This report provides NVTA's financial position as of September 2025 and delegated authority contracts signed in the fiscal year. Attachment 1 includes detailed financial information for the first quarter of the current fiscal year assessing the agency's performance to budget.

FISCAL IMPACT

None

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

NVTA's financial records are composed of three (3) funds; the Planning Fund also known as the Congestion Management Agency (CMA) or the General Fund, the Transit Fund, and a fiduciary fund - the Transportation for Clean Air (TFCA). TFCA is a pass-through fund and does not contribute to the agency's financial performance.

Attachment 1 summarizes the financial performance and includes detailed financial information assessing the agency's performance to budget through the third quarter of the fiscal year.

FINANCIAL PERFORMANCE - Q1 FY 2025-26

Congestion Management Agency - Budget vs. Actuals

The General Fund, also known as the Planning Fund (CMA), recognized total revenues of \$646,008 for the first quarter of the fiscal year. The primary sources of revenue during this period were membership dues collected from participating jurisdictions and a contribution from the City of Calistoga in support of work related to the Vine Trail project. These revenues are consistent with expectations for this point in the fiscal year.

Planning Fund expenditures totaled \$1,172,272 by the end of the first quarter, representing approximately 7% of the annual budget. This variance is primarily a timing issue, as several larger invoices and reimbursements are anticipated later in the year. Staff anticipates that total expenses will align with the approved budget by year-end.

Personnel costs amounted to \$766,315, which is approximately 5% below the quarterly budget. The variance reflects temporary position vacancies, as several roles are not expected to be filled until late in the calendar year. Once those positions are staffed, personnel expenses are expected to normalize within the established budget range.

By the end of Q1, consulting services totaled approximately \$188,000 in total expenditures, well below the forecast of \$1 million. Similar to other expense categories, this is primarily a timing-related variance, and overall consulting costs are projected to remain within budget by the end of the fiscal year. The majority of consultant expenses in the first quarter were associated with State Route 29 design improvements and the Mobility Intelligence Road Safety Study, which is funded through the Office of Traffic Safety. As the study is grant-funded, NVTA will receive reimbursements for these costs in future periods. Additional consulting expenses included work related to the Countywide Transportation Plan, the Community-Based Transportation Plan, and several smaller studies currently being managed by NVTA.

Administrative expenses totaled \$223,234 for the quarter. Spending levels in this category are consistent with expectations, and staff anticipates that overall administrative expenditures will remain on target through the end of the fiscal year.

Public Transit (Transit Fund) - Budget vs. Actuals

Public Transit fund revenues for the first quarter totaled \$5,609,964. Of this amount, approximately 55% of the annual Transportation Development Act (TDA) operating advances have been received, providing a strong start to the fiscal year and ensuring adequate cash flow to support ongoing transit operations. Farebox revenue for the quarter was \$381,236, which is consistent with expectations given current service levels and ridership patterns.

On the expenditure side, total operating expenses for the Public Transit fund amounted to \$3,739,251 for the quarter. The two largest expense categories were Purchased Transportation and Fuel, which together accounted for approximately 93% of total operating costs. Purchased Transportation costs totaled \$3,132,295, reflecting payments to NVTA's contracted transit service providers. These costs are tracking within anticipated levels, and staff expects them to remain within budget through the end of the fiscal year. Fuel expenses totaled \$350,027 for the quarter. This category is expected to remain under budget as NVTA continues transitioning its fleet from traditional diesel and unleaded fuel to electric-powered vehicles. The ongoing electrification of the fleet is projected to yield continued cost savings over time, reducing fuel volatility and aligning with NVTA's broader sustainability and zero-emission goals.

Overall, the Public Transit Fund remains in a strong financial position at the end of the first quarter, with revenues and expenditures both tracking in line with projections and long-term fiscal objectives.

Capital Purchases

Total capital expenses were \$89,903, mainly for work related to the Vine Bus Maintenance Facility photovoltaic system, installation of bus shelters, and design work for the Redwood Park and Ride Improvement project.

Debt Service Fund

NVTA transmitted \$200,000 in Transportation Development Act funds into the Debt Service fund to pay for future debt service for the TIFIA loan.

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Executive Director Delegated Authority

The Board currently authorizes the Executive Director up to \$77,147 in delegated authority for any single purchase and up to \$175,000 for construction expenses. Table 1 presents delegated authority expenditures.

Table 1: Delegated Authority Actions

Contract # / File	Vendor	Description	QTR 1
25-P5087	ChargePoint	Annual ChargePoint Subscription for Bus Stations	\$44,633.33
		Remove and Install new bus wraps for Shared Vehicle	
25-P5080	Reyes Auto Spa	Program	\$13,150.00

ALTERNATIVES

None

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

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

ATTACHMENT(S)

(1) FY 2025-26 Q1 Financial Statements



	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	12,079,200	5,035,678	2,084,783	2,084,783	2,084,783	11,290,027	789,173	93 %
41410 - Sales and Use Tax - Capital	1,000,000	-	-	-	1,000,000	1,000,000	-	100 %
Total Taxes	\$ 13,079,200	\$ 5,035,678	\$ 2,084,783	\$ 2,084,783	\$ 3,084,783	\$ 12,290,027	\$ 789,173	94 %
Intergovernmental Revenues					1			
43790 - ST - Other Funding	6,217,200	188,897	1,614,933	1,992,933	2,509,333	6,306,096	(88,896)	101 %
43890 - FED - Other Funding	10,630,000	-	600,000	750,000	6,380,000	7,730,000	2,900,000	73 %
43950 - Other - Governmental Agencies	6,761,800	544,285	1,320,000	1,940,800	1,546,715	5,351,800	1,410,000	79 %
Total Intergovernmental Revenues	\$ 23,609,000	\$ 733,182	\$ 3,534,933	\$ 4,683,733	\$ 10,436,048	\$ 19,387,896	\$ 4,221,104	82 %
Revenue from Use of Money and Property					1			
45100 - Interest	479,300	22,071				22,071	457,229	5 %
Total Revenue from Use of Money and Property	\$ 479,300	\$ 22,071	\$ -	\$ -	\$ -	\$ 22,071	\$ 457,229	5 %
Charges for Services					1			
46800 - Charges for Services	3,971,200	227,856	231,500	231,500	233,300	924,156	3,047,044	23 %
46810 - Charges for Svcs - Am Canyon	97,200	90,378	61,248	61,248	-	212,874	(115,674)	219 %
46815 - Charges for Svcs - Napa	-		123,007	123,007	-	246,014	(246,014)	0 %
46820 - Charges for Svcs - Yountville	59,800	33,273	4,388	18,831	-	56,492	3,308	94 %
46825 - Charges for Svcs - St. Helena	45,800	38,925	26,160	16,160	-	81,245	(35,445)	177 %
46830 - Charges for Svcs - Calistoga	70,000	48,414	8,414	18,414	28,414	103,656	(33,656)	148 %
46850 - Charges for Svcs - Napa County	-	103,188				103,188	(103,188)	0 %
Total Charges for Services	\$ 4,244,000	\$ 542,034	\$ 454,717	\$ 469,160	\$ 261,714	\$ 1,727,625	\$ 2,516,375	41 %
Miscellaneous Revenues					1			
47900 - Miscellaneous	-	-	-	-	-	-	-	0 %
Total Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0 %
Special Items					1		,	
49900 - Intrafund Transfers-In	550,000	-	154,005	153,874	162,039	469,918	80,082	85 %
Total Special Items	\$ 550,000	\$ -	\$ 154,005	\$ 153,874	\$ 162,039	\$ 469,918	\$ 80,082	85 %



rear Ena Forecast	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Salaries and Employee Benefits		Accuais	1010005	Torcast	1010000			
51100 - Salaries and Wages	2,600,000	465,259	600,000	600,000	600,000	2,265,259	334,741	87 %
51110 - Extra Help	10,000	853	600	600	3,000	5,053	4,947	51 %
51130 - Vacation Payout	-	24,016	-	-	2,692	26,708	(26,708)	0 %
51200 - 401A Employer Contribution	50,000	3,395	15,000	15,000	15,000	48,395	1,605	97 %
51205 - Cell Phone Allowance	11,000	1,725	4,500	2,200	2,050	10,475	525	95 %
51300 - Medicare	38,000	6,841	10,000	10,000	10,000	36,841	1,159	97 %
51305 - FICA	-	(453)	453	-	-	-	-	0 %
51400 - Employee Insurance - Premiums	480,000	112,898	113,000	113,000	113,000	451,898	28,102	94 %
51405 - Workers Compensation	5,000	796	1,500	1,500	1,000	4,796	204	96 %
51410 - Unemployment Compensation	5,000	175	1,500	1,500	1,500	4,675	325	94 %
51600 - Retirement	375,000	140,632	100,000	100,000	60,000	400,632	(25,632)	107 %
51605 - Other Post Employment Benefits	48,000	6,988	12,000	12,000	12,000	42,988	5,012	90 %
51990 - Other Employee Benefits	53,700	3,189	10,000	10,000	10,000	33,189	20,511	62 %
Total Salaries and Employee Benefits	\$ 3,675,700 \$	766,314	\$ 868,553	\$ 865,800	\$ 830,242	3,330,909	\$ 344,791	91 %
Services and Supplies					1			
52100 - Administration Services	5,000	146	1,000	1,000	1,000	3,146	1,854	63 %
52125 - Accounting/Auditing Services	84,100	1,034	13,800	13,800	33,800	62,434	21,666	74 %
52130 - Information Technology Svcs	215,000	59,533	54,300	54,300	54,300	222,433	(7,433)	103 %
52131 - ITS Communication Charges	25,000	5,225	5,000	5,000	5,000	20,225	4,775	81 %
52140 - Legal Services	350,000	4,420	10,000	10,000	20,000	44,420	305,580	13 %
52150 - Temporary/Contract Help	-	1,911	-	-	-	1,911	(1,911)	0 %
52160 - Lobbyist Services	50,000	6,000	10,000	10,000	10,000	36,000	14,000	72 %
52310 - Consulting Services	11,070,500	188,000	1,000,000	1,000,000	1,000,000	3,188,000	7,882,500	29 %
52325 - Waste Disposal Services	63,900	2,645	14,000	14,000	14,000	44,645	19,255	70 %
52335 - Security Services	23,000	6,510	7,000	7,000	7,000	27,510	(4,510)	120 %
52340 - Landscaping Services	75,000	8,927	15,000	15,000	15,000	53,927	21,073	72 %



rear Ena Forcease	Budget	Q1	Q2	Q3	Q4	YE Forecasted	YE Available Budget	% of Budget
		Actuals	Forecast	Forecast	Forecast			
52490 - Other Professional Services	14,592,100	3,132,295	3,415,000	3,385,000	3,395,000	13,327,295	1,264,805	91 %
52500 - Maint - Equipment	345,000	12,212	92,000	92,000	93,000	289,212	55,788	84 %
52505 - Maint - Bldg & Improvements	175,000	26,885	30,000	30,000	30,000	116,885	58,115	67 %
52515 - Maint - Software	335,000	140,226	59,000	59,000	65,000	323,226	11,774	96 %
52520 - Maint - Vehicles	92,000	-	25,500	25,500	26,500	77,500	14,500	84 %
52600 - Rents/Leases - Equipment	10,500	1,796	2,500	2,500	2,500	9,296	1,204	89 %
52705 - Insurance - Premiums	479,000	34,839	54,000	59,000	271,000	418,839	60,161	87 %
52800 - Communications/Telephone	56,300	15,489	15,350	15,350	15,350	61,539	(5,239)	109 %
52810 - Advertising/Marketing	187,000	38,138	35,500	40,500	45,500	159,638	27,362	85 %
52820 - Printing and Binding	88,200	11,494	11,300	17,300	17,500	57,594	30,606	65 %
52825 - Bank Charges	17,000	4,117	4,000	5,000	5,000	18,117	(1,117)	107 %
52830 - Publications and Legal Notices	13,000	500	3,000	3,000	3,000	9,500	3,500	73 %
52900 - Training/Conference Expenses	50,000	4,683	15,000	15,000	15,000	49,683	317	99 %
52905 - Business Travel/Mileage	15,000	972	4,000	4,000	4,000	12,972	2,028	86 %
53100 - Office Supplies	31,000	8,863	7,300	6,300	6,300	28,763	2,237	93 %
53110 - Freight/Postage	3,000	808	600	600	600	2,608	392	87 %
53115 - Books/Media/Subscriptions	6,000	780	1,500	1,500	1,500	5,280	720	88 %
53120 - Memberships/Certifications	80,000	23,141	20,000	15,000	20,000	78,141	1,859	98 %
53205 - Utilities - Electric	140,000	38,208	43,000	43,000	43,000	167,208	(27,208)	119 %
53220 - Utilities - Water	65,000	2,356	12,300	12,300	12,300	39,256	25,744	60 %
53250 - Fuel	1,659,200	350,027	358,400	359,400	359,400	1,427,227	231,973	86 %
Total Services and Supplies	30,400,800	4,132,180	5,339,350	5,321,350	5,591,550	20,384,430	10,016,370	67 %



	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Other Charges								
54315 - Interest on Other Debt	210,000	-	20,000	20,000	20,000	60,000	150,000	29 %
54600 - Depreciation Expense	3,885,000	-	-	-	3,885,000	3,885,000	-	100 %
54700 - Bad Debt Expense	-	448	-	-	-	448	(448)	0 %
Total Other Charges	\$ 4,095,000	\$ 448	\$ 20,000	\$ 20,000	\$ 3,905,000	\$ 3,945,448	\$ 149,552	96 %
Capital Assets				1				
55200 - Construction in Progress	-	58,924	-	-	-	58,924	(58,924)	0 %
55400 - Equipment	3,100,000	30,979	700,000	1,000,000	1,000,000	2,730,979	369,021	88 %
Total Capital Assets	\$ 3,100,000	\$ 89,903	\$ 700,000	\$ 1,000,000	\$ 1,000,000	\$ 2,789,903	\$ 310,097	90 %
Special Items		•				•		
57900 - Intrafund Transfers Out	490,000	12,583	119,300	122,300	120,300	374,483	115,517	76 %
Total Special Items	\$ 490,000	\$ 12,583	\$ 119,300	\$ 122,300	\$ 120,300	\$ 374,483	\$ 115,517	76 %
TOTAL REVENUE	41,961,500	6,332,965	6,228,438	7,391,550	13,944,584	33,897,537	8,063,963	81%
TOTAL EXPENSES	41,761,500	5,001,428	7,047,203	7,329,450	11,447,092	30,825,173	10,936,327	74%
TOTAL REVENUE - EXPENSES	\$ 200,000	\$ 1,331,537	\$ (818,765)	\$ 62,100	\$ 2,497,492	\$ 3,072,364	\$ (2,872,364)	



	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Acutal	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	3,500,000	0	1,000,000	1,500,000	1,000,000	3,500,000	-	100%
Total Taxes	3,500,000	0	1,000,000	1,500,000	1,000,000	3,500,000	\$ -	100%
Intergovernmental Revenues								
43790 - ST - Other Funding	2,000,000	1,203	1,000,000	500,000	500,000	2,001,203	(1,203)	100%
43890 - FED - Other Funding	5,000,000	0	600,000	750,000	750,000	2,100,000	2,900,000	42%
43950 - Other - Governmental Agencies	2,551,000	361,000	520,000	130,000	130,000	1,141,000	1,410,000	45%
Total Intergovernmental Revenues	9,551,000	362,203	2,120,000	1,380,000	1,380,000	5,242,203	\$ 4,308,797	55%
Revenue from Use of Money and Property			,			,		
45100 - Interest	20,000	0	10,000	10,000	10,000	30,000	(10,000)	150%
Total Revenue from Use of Money and Property	20,000	0	10,000	10,000	10,000	30,000	\$ (10,000)	150%
Charges for Services								
46800 - Charges for Services	2,907,600	1,530	10,000	10,000	10,000	31,530	2,876,070	1%
46810 - Charges for Svcs - Am Canyon	0	32,118	32,118	32,118	0	96,354	(96,354)	100%
46815 - Charges for Svcs - Napa	0	123,007	123,007	123,007	0	369,021	(369,021)	100%
46820 - Charges for Svcs - Yountville	0	4,388	4,388	4,388	0	13,164	(13,164)	100%
46825 - Charges for Svcs - St. Helena	0	11,160	11,160	11,160	0	33,480	(33,480)	100%
46830 - Charges for Svcs - Calistoga	0	8,414	8,414	8,414	8,414	33,656	(33,656)	100%
46850 - Charges for Svcs - Napa County	0	103,188	0	0	0	103,188	(103,188)	100%
Total Charges for Services	\$ 2,907,600	\$ 283,805	\$ 189,087	\$ 189,087	\$ 18,414	\$ 680,393	\$ 2,227,207	23%
Miscellaneous Revenues			,			,		
47900 - Miscellaneous	0	0				0	-	100%
Total Miscellaneous Revenues	0	0	0	0	0	0	\$ -	100%



	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Acutal	YE Available Budget	% of Budget
Special Items								
49900 - Intrafund Transfers-In	490,000	0	150,000	150,000	150,000	450,000	40,000	92%
Total Special Items	490,000	0	150,000	150,000	150,000	450,000	\$ 40,000	92%
Salaries and Employee Benefits			,		1	-		
51100 - Salaries and Wages	2,600,000	465,259	600,000	600,000	600,000	2,265,259	334,741	87%
51110 - Extra Help	10,000	853	600	600	3,000	5,053	4,947	51%
51130 - Vacation Payout	0	24,016	0	0	2,692	26,708	(26,708)	100%
51200 - 401A Employer Contribution	50,000	3,395	15,000	15,000	15,000	48,395	1,605	97%
51205 - Cell Phone Allowance	11,000	1,725	4,500	2,200	2,050	10,475	525	95%
51300 - Medicare	38,000	6,841	10,000	10,000	10,000	36,841	1,159	97%
51305 - FICA	0	-453	453	0	0	0	(0)	100%
51400 - Employee Insurance - Premiums	480,000	112,898	113,000	113,000	113,000	451,898	28,102	94%
51405 - Workers Compensation	5,000	796	1,500	1,500	1,000	4,796	204	96%
51410 - Unemployment Compensation	5,000	175	1,500	1,500	1,500	4,675	325	94%
51600 - Retirement	375,000	140,632	100,000	100,000	60,000	400,632	(25,632)	107%
51605 - Other Post Employment Benefits	48,000	6,988	12,000	12,000	12,000	42,988	5,012	90%
51990 - Other Employee Benefits	53,700	3,189	10,000	10,000	10,000	33,189	20,511	62%
Total Salaries and Employee Benefits	3,675,700	766,315	868,553	865,800	830,242	3,330,910	\$ 344,790	91%
Services and Supplies								
52100 - Administration Services	5,000	146	1,000	1,000	1,000	3,146	1,854	63%
52125 - Accounting/Auditing Services	70,000	1,034	10,000	10,000	30,000	51,034	18,966	73%
52130 - Information Technology Svcs	200,000	59,488	50,000	50,000	50,000	209,488	(9,488)	105%
52131 - ITS Communication Charges	25,000	5,225	5,000	5,000	5,000	20,225	4,775	81%
52140 - Legal Services	350,000	4,420	10,000	10,000	20,000	44,420	305,581	13%
52150 - Temporary/Contract Help	0	1,911	0	0	0	1,911	(1,911)	100%
52160 - Lobbyist Services	50,000	6,000	10,000	10,000	10,000	36,000	14,000	72%
52310 - Consulting Services	11,070,500	188,000	1,000,000	1,000,000	1,000,000	3,188,000	7,882,500	29%



	Budget	Q1	Q2	Q3 Forecast	Q4	YE Acutal	YE Available Budget	% of Budget
52325 - Waste Disposal Services	33,900	Actuals 505	Forecast 8,000	8,000	Forecast 8,000	24,505		72%
52335 - Security Services	8,000	1,157	2,000	2,000	2,000	7,157	843	89%
52340 - Landscaping Services	75,000	8,927	15,000	15,000	15,000	53,927	21,073	72%
52425 - Volunteer Stipend	0	0	0	0	0	0	-	100%
52490 - Other Professional Services	0	0	0	0	0	0	-	100%
52500 - Maint - Equipment	25,000	0	8,000	8,000	8,000	24,000	1,000	96%
52505 - Maint - Bldg & Improvements	100,000	19,531	20,000	20,000	20,000	79,531	20,469	80%
52515 - Maint - Software	110,000	12,832	30,000	30,000	30,000	102,832	7,168	93%
52520 - Maint - Vehicles	2,000	0	500	500	500	1,500	500	75%
52600 - Rents/Leases - Equipment	10,500	1,796	2,500	2,500	2,500	9,296	1,204	89%
52705 - Insurance - Premiums	85,000	23,814	20,000	20,000	20,000	83,814	1,186	99%
52800 - Communications/Telephone	55,000	7,306	15,000	15,000	15,000	52,306	2,694	95%
52810 - Advertising/Marketing	75,000	2,677	15,000	20,000	25,000	62,677	12,323	84%
52820 - Printing and Binding	15,000	936	3,000	3,000	3,000	9,936	5,064	66%
52825 - Bank Charges	15,000	963	4,000	5,000	5,000	14,963	37	100%
52830 - Publications and Legal Notices	8,000	500	2,000	2,000	2,000	6,500	1,500	81%
52840 - Permits/License Fees	0	0	0	0	0	0	-	100%
52900 - Training/Conference Expenses	50,000	4,683	15,000	15,000	15,000	49,683	317	99%
52905 - Business Travel/Mileage	15,000	972	4,000	4,000	4,000	12,972	2,028	86%
53100 - Office Supplies	25,000	8,629	6,000	5,000	5,000	24,629	371	99%
53110 - Freight/Postage	3,000	808	600	600	600	2,608	392	87%
53115 - Books/Media/Subscriptions	6,000	780	1,500	1,500	1,500	5,280	720	88%
53120 - Memberships/Certifications	80,000	23,141	20,000	15,000	20,000	78,141	1,859	98%
53205 - Utilities - Electric	120,000	19,331	25,000	25,000	25,000	94,331	25,669	79%
53220 - Utilities - Water	45,000	0	9,000	9,000	9,000	27,000	18,000	60%
53250 - Fuel	1,000	0	300	300	300	900	100	90%
Total Services and Supplies	12,732,900	405,509	1,312,400	1,312,400	1,352,400	4,382,709	\$ 8,350,191	34%



	Budget	Q1	Q2	Q3	Q4	YE Acutal	YE Available	% of Budget
	Buuget	Actuals	Forecast	Forecast	Forecast	TE Acutai	Budget	76 Of Budget
Other Charges								
54315 - Interest on Other Debt	60,000	0	0	20,000	0	20,000	40,000	33%
54700 - Bad Debt Expense	0	448	0	0	0	448	(448)	100%
Total Other Charges	60,000	448	0	20,000	0	20,448	39,552	34%

TOTAL REVENUE	16,468,600	646,008	3,469,087	3,229,087	2,558,414	9,902,596	6,566,004	60%
TOTAL EXPENSES	16,468,600	1,172,272	2,180,953	2,198,200	2,182,642	7,734,067	8,734,533	47%
TOTAL REVENUE - EXPENSES	\$ -	\$ (526,265)	1,288,134	\$ 1,030,887	\$ 375,772	\$ 2,168,529	\$ (2,168,529)	



Public Transit Year End Forecast

	Budget	Q1 Actuals	Q2 Forecasted	Q3 Forecasted	Q4 Forecasted	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41400 - Sales and Use Tax	8,379,200	4,835,678	1,084,783	1,579,977	1,268,611	8,769,049	(389,849)	105%
41410 - Sales and Use Tax - Capital	-	-	-	306,650	-	306,650	(306,650)	0%
Total Taxes	\$ 8,379,200	\$ 4,835,678	\$ 1,084,783	\$ 1,886,627	\$ 1,268,611	\$ 9,075,699	\$ (696,499)	0%
Intergovernmental Revenues		1	,	,		,		1
43790 - ST - Other Funding	2,928,000	187,694	614,933	742,933	1,470,133	3,015,693	(87,693)	103%
43890 - FED - Other Funding	5,630,000	-	-	-	5,630,000	5,630,000	-	100%
43950 - Other - Governmental Agencies	3,400,000	183,285	800,000	1,000,000	1,416,715	3,400,000	-	100%
Total Intergovernmental Revenues	11,958,000	370,979	1,414,933	1,742,933	8,516,848	12,045,693	(87,693)	101%
Revenue from Use of Money and Property		•	•	1			1	
45100 - Interest	459,300	22,071	18,500	19,500	20,000	80,071	379,229	17%
Total Revenue from Use of Money and Property	\$ 459,300	\$ 22,071	\$ 18,500	\$ 19,500	\$ 20,000	80,071	379,229	17%
Charges for Services		1		1	1		1	1
46800 - Charges for Services	1,063,600	226,326	221,500	221,500	223,300	892,626	170,974	84%
46810 - Charges for Svcs - Am Canyon	97,200	58,260	29,130	29,130	-	116,520	(19,320)	120%
46820 - Charges for Svcs - Yountville	59,800	28,885	-	14,443	-	43,328	16,472	72%
46825 - Charges for Svcs - St. Helena	45,800	27,765	15,000	5,000	-	47,765	(1,965)	104%
46830 - Charges for Svcs - Calistoga	70,000	40,000	-	10,000	20,000	70,000	-	100%
Total Charges for Services	\$ 1,336,400	\$ 381,236	\$ 265,630	\$ 280,073	\$ 243,300	1,170,239	166,161	88%
Other Financing Sources		•	1	1	1	1	1	
48100 - Sale of Capital Assets	-	-	-	-	-	-	-	0%
Total Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	0%



Public Transit Year End Forecast

Year End Forecast								
Special Items								
49900 - Intrafund Transfers-In	60,000	-	4,005	3,874	12,039	19,918	40,082	33 %
Total Special Items	\$ 60,000	\$ -	\$ 4,005	\$ 3,874	\$ 12,039	\$ 19,918	\$ 40,082	33 %
Services and Supplies			1		1			
52125 - Accounting/Auditing Services	14,100	-	3,800	3,800	3,800	11,400	2,700	81%
52130 - Information Technology Svcs	15,000	45	4,300	4,300	4,300	12,945	2,055	86%
52325 - Waste Disposal Services	30,000	2,140	6,000	6,000	6,000	20,140	9,860	67%
52335 - Security Services	15,000	5,353	5,000	5,000	5,000	20,353	(5,353)	136%
52490 - Other Professional Services	14,592,100	3,132,295	3,415,000	3,385,000	3,395,000	13,327,295	1,264,805	91%
52500 - Maint - Equipment	320,000	12,212	84,000	84,000	85,000	265,212	54,788	83%
52505 - Maint - Bldg & Improvements	75,000	7,354	10,000	10,000	10,000	37,354	37,646	50%
52515 - Maint - Software	225,000	127,394	29,000	29,000	35,000	220,394	4,606	98%
52520 - Maint - Vehicles	90,000	-	25,000	25,000	26,000	76,000	14,000	84%
52705 - Insurance - Premiums	394,000	11,025	34,000	39,000	251,000	335,025	58,975	85%
52800 - Communications/Telephone	1,300	8,183	350	350	350	9,233	(7,933)	710%
52810 - Advertising/Marketing	112,000	35,461	20,500	20,500	20,500	96,961	15,039	87%
52820 - Printing and Binding	73,200	10,558	8,300	14,300	14,500	47,658	25,542	65%
52825 - Bank Charges	2,000	3,154	-	-	-	3,154	(1,154)	158%
52830 - Publications and Legal Notices	5,000	-	1,000	1,000	1,000	3,000	2,000	60%
53100 - Office Supplies	6,000	234	1,300	1,300	1,300	4,134	1,866	69%
53205 - Utilities - Electric	20,000	18,877	18,000	18,000	18,000	72,877	(52,877)	364%
53220 - Utilities - Water	20,000	2,356	3,300	3,300	3,300	12,256	7,744	619
53250 - Fuel	1,658,200	350,027	358,100	359,100	359,100	1,426,327	231,873	86%
Total Services and Supplies	\$ 17,667,900	\$ 3,726,668	\$ 4,026,950	\$ 4,008,950	\$ 4,239,150	16,001,718	1,666,182	91%



Public Transit Year End Forecast

Other Charges								
54315 - Interest on Other Debt	150,000	-	-	-	-	-	150,000	0%
54600 - Depreciation Expense	3,885,000	-	-	-	3,885,000	3,885,000	-	100%
Total Other Charges	\$ 4,035,000	\$ -	\$ -	\$ -	\$ 3,885,000	\$ 3,885,000	\$ 150,000	96%
Special Items								
57900 - Intrafund Transfers Out	490,000	12,583	119,300	122,300	120,300	374,483	115,517	76%
Total Special Items	\$ 490,000	\$ 12,583	\$ 119,300	\$ 122,300	\$ 120,300	\$ 374,483	\$ 115,517	76%
TOTAL REVENUE	22,132,900	5,609,964	2,783,846	3,929,133	10,048,759	22,371,702	(238,802)	101%
TOTAL EXPENSES	22,192,900	3,739,251	4,146,250	4,131,250	8,244,450	20,261,201	1,931,699	91%
TOTAL REVENUE - EXPENSES	\$ (60,000)	\$ 1,870,713	\$ (1,362,404)	\$ (202,117)	\$ 1,804,309	\$ 2,110,501	\$ (2,170,501)	



Vine Go Year End Forecast

		Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast		YE Forecasted	YE Available Budget	% of Budget
Taxes										
41400 - Sales and Use Tax		1,327,200	92,689	90,000	179,977	179,977		542,644	784,556	41 %
Total Taxes	\$	1,327,200	\$ 92,689	\$ 90,000	\$ 179,977	\$ 179,977	\$	542,644	\$ 784,556	41 %
Intergovernmental Revenues										
43790 - ST - Other Funding		100,000	187,694	-	-	-		187,694	(87,694)	188%
43890 - FED - Other Funding		400,000	-	-	-	400,000		400,000	-	100%
Total Intergovernmental Revenues	\$	500,000	\$ 187,694	\$ -	\$ -	\$ 400,000	\$	587,694	\$ (87,694)	118%
Revenue from Use of Money and Property	'								•	
45100 - Interest		16,000	8,571	4,000	4,000	4,000		20,571	(4,571)	100 %
Total Revenue from Use of Money and Property	\$	16,000	\$ 8,571	\$ 4,000	\$ 4,000	\$ 4,000	\$	20,571	\$ (4,571)	100 %
Charges for Services	'								•	
46800 - Charges for Services		68,000	6,078	15,000	15,000	15,000		51,078	16,922	75 %
Total Charges for Services	\$	68,000	\$ 6,078	\$ 15,000	\$ 15,000	\$ 15,000	\$	51,078	\$ 16,922	75 %
Other Financing Sources										
48100 - Sale of Capital Assets		-	-	-	-	-		-	-	100 %
Total Other Financing Sources	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	100 %
Special Items							-			
49900 - Intrafund Transfers-In		20,000	-	-	-	-		-	20,000	0 %
Total Special Items	\$	20,000	\$ -	\$ -	\$ -	\$ -	\$	-	\$ 20,000	0 %



Vine Go

Year End Forecast

	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	Y	E Forecasted	YE Available Budget	% of Budget
Services and Supplies									
52125 - Accounting/Auditing Services	2,500	-	500	500	500		1,500	1,000	60 %
52130 - Information Technology Svcs	2,500	-	500	500	500		1,500	1,000	60 %
52490 - Other Professional Services	1,455,000	263,456	300,000	300,000	300,000		1,163,456	291,544	80 %
52520 - Maint - Vehicles	25,000	-	8,000	8,000	8,000		24,000	1,000	96 %
52705 - Insurance - Premiums	35,000	-	10,000	10,000	10,000		30,000	5,000	86 %
52810 - Advertising/Marketing	5,000	5,000	-	-	-		5,000	-	100 %
52820 - Printing and Binding	2,000	5,180	(5,000)	1,000	1,000		2,180	(180)	100 %
53250 - Fuel	244,200	32,062	38,000	38,000	38,000		146,062	98,138	60 %
Total Services and Supplies	\$ 1,771,200	\$ 305,698	\$ 352,000	\$ 358,000	\$ 358,000	\$	1,373,698	\$ 397,502	78 %
Other Charges									
54600 - Depreciation Expense	120,000	-	-	-	120,000		120,000	-	100 %
Total Other Charges	\$ 120,000	\$ -	\$ -	\$ -	\$ 120,000	\$	120,000	\$ -	100 %
Special Items									
57900 - Intrafund Transfers Out	40,000	12,583	10,000	10,000	8,000		40,583	(583)	100 %
Total Special Items	\$ 40,000	\$ 12,583	\$ 10,000	\$ 10,000	\$ 8,000	\$	40,583	\$ (583)	100 %
TOTAL REVENUE	1,931,200	295,032	109,000	198,977	598,977		1,201,986	709,214	62%
TOTAL EXPENSES	1,931,200	318,281	362,000	368,000	486,000		1,534,281	396,919	79%
TOTAL REVENUE - EXPENSES	\$ -	\$ (23,249)	\$ (253,000)	\$ (169,023)	\$ 112,977	\$	(332,295)	\$ 312,295	



The Vine Year End Forecast

	Budget		Q1 Actuals	Fo	Q2 precast	Q3 recast		Q4 Forecast	YE Forecas	ted	YE Av	ailable Budget	% of Budget
Taxes													
41400 - Sales and Use Tax	5,945,200		4,555,295		845,383	1,000,000		694,734	7,	095,411		(1,150,211)	119%
41410 - Sales and Use Tax - Capital	-		-		-	-		-		-		-	0%
Total Taxes	\$ 5,945,200	\$	4,555,295	\$	845,383	\$ 1,000,000	\$	694,734	\$ 7,0	95,411	\$	(1,150,211)	119%
Intergovernmental Revenues		1		•				,			-1	,	
43790 - ST - Other Funding	2,500,000		-		614,933	614,933		1,270,133	2,	500,000		-	100 %
43890 - FED - Other Funding	4,500,000		-		-	-		4,500,000	4,	500,000		-	100 %
43950 - Other - Governmental Agencies	3,400,000		183,285		800,000	1,000,000		1,416,715	3,	400,000		(0)	100 %
Total Intergovernmental Revenues	\$ 10,400,000	\$	183,285	\$	1,414,933	\$ 1,614,933	\$	7,186,848	\$ 10,4	00,000	\$	(0)	100 %
Revenue from Use of Money and Property		1		•				,			-1	,	
45100 - Interest	400,000		5,000		5,000	5,000		5,000		20,000		380,000	5 %
Total Revenue from Use of Money and Property	\$ 400,000	\$	5,000	\$	5,000	\$ 5,000	\$	5,000	\$	20,000	\$	380,000	5 %
Charges for Services		1		•				,			-1	,	
46800 - Charges for Services	950,000		214,919		200,000	200,000		200,000		814,919		135,081	86 %
Total Charges for Services	\$ 950,000	\$	214,919	\$	200,000	\$ 200,000	\$	200,000	\$	314,919	\$	135,081	86 %
Other Financing Sources		1		•				,			-1	,	
48100 - Sale of Capital Assets	-		-		-	-		-		-		-	100 %
Total Other Financing Sources	\$ -	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	100 %
Special Items							-				-1		
49900 - Intrafund Transfers-In	-		-		-	-		-		-		-	100 %
Total Special Items	\$ -	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	0 %



The Vine Year End Forecast

	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Services and Supplies								
52125 - Accounting/Auditing Services	10,000	-	3,000	3,000	3,000	9,000	1,000	90%
52130 - Information Technology Svcs	10,000	45	3,000	3,000	3,000	9,045	955	90%
52325 - Waste Disposal Services	30,000	2,140	6,000	6,000	6,000	20,140	9,860	67%
52335 - Security Services	15,000	5,353	5,000	5,000	5,000	20,353	(5,353)	100%
52490 - Other Professional Services	11,323,200	2,592,640	2,600,000	2,600,000	2,600,000	10,392,640	930,560	92%
52500 - Maint - Equipment	300,000	12,212	80,000	80,000	80,000	252,212	47,788	84%
52505 - Maint - Bldg & Improvements	75,000	7,354	10,000	10,000	10,000	37,354	37,646	50%
52515 - Maint - Software	100,000	127,394	-	-	-	127,394	(27,394)	127%
52520 - Maint - Vehicles	25,000	-	8,000	8,000	8,000	24,000	1,000	96%
52705 - Insurance - Premiums	300,000	11,025	20,000	20,000	200,000	251,025	48,975	84%
52800 - Communications/Telephone	-	8,183	-	-	-	8,183	(8,183)	100%
52810 - Advertising/Marketing	90,000	17,311	18,000	18,000	18,000	71,311	18,689	79%
52820 - Printing and Binding	65,000	5,378	12,000	12,000	12,000	41,378	23,622	64%
52825 - Bank Charges	2,000	3,154	-	-	-	3,154	(1,154)	158%
52830 - Publications and Legal Notices	5,000	-	1,000	1,000	1,000	3,000	2,000	60%
53100 - Office Supplies	5,000	234	1,000	1,000	1,000	3,234	1,766	65%
53110 - Freight/Postage	0	76	0	0	0	76	(76)	100%
53205 - Utilities - Electric	20,000	18,877	18,000	18,000	18,000	72,877	(52,877)	364%
53220 - Utilities - Water	20,000	2,356	3,300	3,300	3,300	12,256	7,744	61%
53250 - Fuel	1,300,000	300,000	300,000	300,000	300,000	1,200,000	100,000	92%
Total Services and Supplies	\$ 13,695,200	\$ 3,113,733	\$ 3,088,300	\$ 3,088,300	\$ 3,268,300	\$ 12,558,633	\$ 1,136,567	92%



The Vine Year End Forecast

	Pudant	Q1	Q2	Q3	Q4	YE Forecasted	YE Available Budget	% of Budget
	Budget	Actuals	Forecast	Forecast	Forecast	TE FOI ecasteu	TE Available Budget	% or Budget
Other Charges								
54315 - Interest on Other Debt	150,000	-	-	-	-	-	150,000	0%
54600 - Depreciation Expense	3,500,000	-	-	-	3,500,000	3,500,000	-	100 %
Total Other Charges	\$ 3,650,000	\$ -	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000	\$ 150,000	96 %
Special Items		•		1	•		-	
57900 - Intrafund Transfers Out	350,000	-	100,000	100,000	100,000	300,000	50,000	86 %
Total Special Items	\$ 350,000	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000	\$ 50,000	86 %
		•			•			
TOTAL REVENUE	17,695,200	4,958,499	2,465,316	2,819,933	8,086,582	18,330,330	(635,130)	104%
TOTAL EXPENSES	17,695,200	3,113,733	3,188,300	3,188,300	6,868,300	16,358,633	1,336,567	92%
TOTAL REVENUE - EXPENSES	\$ -	\$ 1,844,766	\$ (722,984)	\$ (368,367)	\$ 1,218,282	\$ 1,971,697	\$ (1,971,697)	



American Canyon Year End Forecast

	Budget		Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget		% of Budget
Taxes										
41400 - Sales and Use Tax	163,500		187,694	-	-	-	187,694	(24,19	4)	115 %
Total Taxes	\$ 163,500	\$	187,694	\$ -	\$ -	\$ -	\$ 187,694	\$ (24,19	4)	115 %
Intergovernmental Revenues										
43790 - ST - Other Funding	80,000		=	-	40,000	40,000	80,000	-		100%
43890 - FED - Other Funding	400,000		-	-	-	400,000	400,000	-		100%
Total Intergovernmental Revenues	\$ 480,000	\$	-	\$ -	\$ 40,000	\$ 440,000	\$ 480,000	\$ -		100%
Revenue from Use of Money and Property										
45100 - Interest	6,500		1,500	1,500	1,500	2,000	6,500	-		100%
Total Revenue from Use of Money and Property	\$ 6,500	\$	1,500	\$ 1,500	\$ 1,500	\$ 2,000	\$ 6,500	\$		100%
Charges for Services										
46800 - Charges for Services	29,600		1,741	2,000	2,000	2,000	7,741	21,85	59	26 %
46810 - Charges for Svcs - Am Canyon	97,200		58,260	29,130	29,130	-	116,520	(19,32	0)	120 %
Total Charges for Services	\$ 126,800	\$	60,001	\$ 31,130	\$ 31,130	\$ 2,000	\$ 124,261	\$ 2,53	9	146%
Special Items		1								
49900 - Intrafund Transfers-In	-		-	-	-	-	-	-		100 %
Total Special Items	\$ -	\$	-	\$ -	\$ -	\$ -	\$ -	\$		0 %



American Canyon Year End Forecast

	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Services and Supplies								
52125 - Accounting/Auditing Services	400	-	100	100	100	300	100	75%
52130 - Information Technology Svcs	1,500	-	500	500	500	1,500	-	100%
52490 - Other Professional Services	591,700	72,450	160,000	160,000	160,000	552,450	39,250	93%
52500 - Maint - Equipment	10,000	-	2,000	2,000	2,000	6,000	4,000	60%
52515 - Maint - Software	35,000	-	5,000	5,000	5,000	15,000	20,000	43%
52520 - Maint - Vehicles	25,000	-	5,000	5,000	5,000	15,000	10,000	60%
52705 - Insurance - Premiums	12,000	-	-	-	12,000	12,000	-	100%
52800 - Communications/Telephone	1,000	-	250	250	250	750	250	75%
52810 - Advertising/Marketing	5,000	-	1,000	1,000	1,000	3,000	2,000	60%
52820 - Printing and Binding	200	-	-	-	200	200	-	100%
53250 - Fuel	45,000	5,964	7,500	7,500	7,500	28,464	16,536	63%
Total Services and Supplies	\$ 726,800	\$ 78,414	\$ 181,350	\$ 181,350	\$ 193,550	\$ 634,664	\$ 92,136	87%
Other Charges		1		,				
54600 - Depreciation Expense	25,000	-	-	-	25,000	25,000	-	100 %
Total Other Charges	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	100 %
Special Items		1		,				
57900 - Intrafund Transfers Out	25,000	-	3,500	3,500	3,500	10,500	14,500	42 %
Total Special Items	\$ 25,000	\$ -	\$ 3,500	\$ 3,500	\$ 3,500	\$ 10,500	\$ 14,500	42 %
TOTAL REVENUE	776,800	249,195	32,630	72,630	444,000	798,455	(21,655)	103%
TOTAL EVENIENCES	776,000	70.444	404.050	404.050	222.050	670.464	105.505	0.60/

TOTAL REVENUE	776,800	249,195	32,630	72,630	444,000	798,455	(21,655)	103%
TOTAL EXPENSES	776,800	78,414	184,850	184,850	222,050	670,164	106,636	86%
TOTAL REVENUE - EXPENSES	\$ -	\$ 170,781	\$ (152,220)	\$ (112,220)	\$ 221,950	\$ 128,291	\$ (128,291)	



Yountville Year End Forecast

	Budget	Q1 Actuals		Q2 Forecast		Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes										
41400 - Sales and Use Tax	293,900		-	-		150,000	143,900	293,900	-	100 %
Total Taxes	\$ 293,900	\$	-	\$ -	\$	150,000	\$ 143,900	\$ 293,900	\$ -	100 %
Intergovernmental Revenues					•		•	•	•	
43790 - ST - Other Funding	93,000		-	-		18,000	75,000	93,000	-	100%
43890 - FED - Other Funding	100,000			-		-	100,000	100,000	-	100 %
Total Intergovernmental Revenues	193,000		-	\$ -	\$	18,000	\$ 175,000	\$ 193,000	\$ -	100 %
Revenue from Use of Money and Property	 	!			-		-	1	-	-
45100 - Interest	11,000	2,0	00	2,000		2,000	2,000	8,000	3,000	73 %
Total Revenue from Use of Money and Property	\$ 11,000	\$ 2,0	00	\$ 2,000	\$	2,000	\$ 2,000	\$ 8,000	\$ 3,000	73 %
Charges for Services		'						1	1	
46820 - Charges for Svcs - Yountville	59,800	28,8	85	-		14,443	-	43,328	16,473	72 %
Total Charges for Services	\$ 59,800	\$ 28,8	85	\$ -	\$	14,443	\$ -	\$ 43,328	\$ 16,473	72 %
Other Financing Sources		1							1	
48100 - Sale of Capital Assets	-		-	-		-	-	-	-	100 %
Total Other Financing Sources	\$ -	\$	-	\$ -	\$	-	\$ -	\$ -	\$ -	100 %
Special Items		!			-1		1	1	1	1
49900 - Intrafund Transfers-In	20,000		-	-		-	-	-	20,000	0 %
Total Special Items	\$ 20,000	\$	-	\$ -	\$	-	\$ -	\$ -	\$ 20,000	0 %
Services and Supplies		!			-1			1		-
52125 - Accounting/Auditing Services	400		-	100		100	100	300	100	75%
52490 - Other Professional Services	378,300	57,9	53	110,000		100,000	110,000	377,953	348	100%
52515 - Maint - Software	30,000			8,000		8,000	8,000	24,000	6,000	80%
52520 - Maint - Vehicles	5,000			1,000		1,000	1,000	3,000	2,000	60%
52705 - Insurance - Premiums	20,000			-		5,000	10,000	15,000	5,000	75%
52810 - Advertising/Marketing	4,000			800		800	800	2,400	1,600	60%



Yountville Year End Forecast

		Dudget		Q1		Q2	Q3	Q4	VI	Forecasted	,	YE Available	% of
		Budget		Actuals		Forecast	Forecast	Forecast	11	Forecasted		Budget	Budget
53250 - Fuel		15,000		600		600	600	600		2,400		12,600	16%
Total Services and Supplies	\$	452,700	\$	58,553	\$	120,500	115,500	130,500	\$	425,053	\$	27,648	94%
Other Charges	-		•		•							•	
54600 - Depreciation Expense		100,000		=		-	-	100,000		100,000		-	100 %
Total Other Charges	\$	100,000	\$	-	\$	-	\$ -	\$ 100,000	\$	100,000	\$	-	100 %
Special Items													
57900 - Intrafund Transfers Out		25,000		-		2,800	2,800	2,800		8,400		16,600	34%
Total Special Items	\$	25,000	\$	-	\$	2,800	\$ 2,800	\$ 2,800	\$	8,400	\$	16,600	34%
TOTAL REVENUE		577,700		30,885		2,000	184,443	320,900		538,228		19,473	93%
TOTAL EXPENSES		577,700		58,553		123,300	118,300	233,300		533,453		44,248	92%
TOTAL REVENUE - EXPENSES	\$	-	\$	(27,668)	\$	(121,300)	\$ 66,143	\$ 87,600	\$	4,775	\$	(24,775)	



St. Helena Year End Forecast

	Budget		Q1 Actuals	Q2 Foreca	st		Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes											
41400 - Sales and Use Tax	267,20	00	-		67,200		100,000	100,000	267,200	-	100%
Total Taxes	\$ 267,20	0 \$	-	\$ 6	7,200	\$	100,000	\$ 100,000	\$ 267,200	\$ -	100%
Intergovernmental Revenues						ı					
43790 - ST - Other Funding	75,00	00	-		-		30,000	45,000	75,000	-	100 9
43890 - FED - Other Funding	130,00	00	-		-		-	130,000	130,000	-	100 9
Total Intergovernmental Revenues	\$ 205,00	0 \$	-	\$	-	\$	30,000	\$ 175,000	\$ 205,000	\$ -	100 9
Revenue from Use of Money and Property						ı					
45100 - Interest	12,80	00	3,000		3,000		3,000	3,000	12,000	800	94 %
Total Revenue from Use of Money and Property	\$ 12,80	0 \$	3,000	\$	3,000	\$	3,000	\$ 3,000	\$ 12,000	\$ 800	94%
Charges for Services						I		1			
46800 - Charges for Services	4,50	00	1,387		2,000		2,000	2,000	7,387	(2,887)	164 %
46825 - Charges for Svcs - St. Helena	45,80	00	27,765		15,000		5,000	-	47,765	(1,965)	104 %
Total Charges for Services	\$ 50,30	0 \$	29,152	\$ 1	7,000	\$	7,000	\$ 2,000	\$ 55,152	\$ (4,852)	110 %
Special Items				I		1		1		1	
49900 - Intrafund Transfers-In	20,0	00	-		-		-	20,000	-	-	100 9
Total Special Items	\$ 20,0	00 \$	-	\$	-	\$	-	\$ 20,000	\$ -	\$ -	100 9



St. Helena Year End Forecast

	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Services and Supplies								
52125 - Accounting/Auditing Services	400	-	-	-	-	-	400	0%
52490 - Other Professional Services	358,900	54,795	105,000	100,000	100,000	359,795	(895)	100%
52500 - Maint - Equipment	5,000		1,000	1,000	1,000	3,000	2,000	60%
52515 - Maint - Software	30,000	-	8,000	8,000	8,000	24,000	6,000	80%
52705 - Insurance - Premiums	12,000	-	4,000	4,000	4,000	12,000	-	100%
52810 - Advertising/Marketing	3,000	-	700	700	700	2,100	900	70%
52820 - Printing and Binding	1,000	-	300	300	300	900	100	90%
53250 - Fuel	20,000	4,000	4,000	4,000	4,000	16,000	4,000	80%
Total Services and Supplies	\$ 430,300	\$ 58,795	\$ 123,000	\$ 118,000	\$ 118,000	\$ 417,795	\$ 12,505	97%
Other Charges		1		1	1		1	
54600 - Depreciation Expense	100,000	-	-	-	100,000	100,000	-	100%
Total Other Charges	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ -	100%
Special Items								
57900 - Intrafund Transfers Out	25,000	-	2,000	2,000	2,000	6,000	19,000	24 %
Total Special Items	\$ 25,000	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ 6,000	\$ 19,000	24 %
TOTAL REVENUE	555,300	32,152	87,200	140,000	280,000	539,352	(4,052)	97%
TOTAL EXPENSES	555,300	58,795	125,000	120,000	220,000	523,795	31,505	94%
TOTAL REVENUE - EXPENSES	\$ -	\$ (26,642)	\$ (37,800)	\$ 20,000	\$ 60,000	\$ 15,558	\$ (35,558)	



Calistoga Year End Forecast

	Budget		Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Forecasted	Y	E Available Budget	% of Budget
Taxes										
41400 - Sales and Use Tax	382,200		-	82,200	150,000	150,000	382,200		-	100.00 %
Total Taxes	\$ 382,200	\$	-	\$ 82,200	\$ 150,000	\$ 150,000	\$ 382,200	\$	-	100.00 %
Intergovernmental Revenues		•							,	
43790 - ST - Other Funding	80,000		-		40,000	40,000	80,000		-	100.00 %
43890 - FED - Other Funding	100,000		-	-	-	100,000	100,000		-	100.00 %
Total Intergovernmental Revenues	\$ 180,000	\$	-	\$ -	\$ 40,000	\$ 140,000	\$ 180,000	\$	-	100.00 %
Revenue from Use of Money and Property		•							1	
45100 - Interest	13,000		2,000	3,000	4,000	4,000	13,000		-	100.00 %
Total Revenue from Use of Money and Property	\$ 13,000	\$	2,000	\$ 3,000	\$ 4,000	\$ 4,000	\$ 13,000	\$	-	100.00 %
Charges for Services									1	
46800 - Charges for Services	11,500		2,201	2,500	2,500	4,300	11,501		(1)	100.01 %
46830 - Charges for Svcs - Calistoga	70,000		40,000	-	10,000	20,000	70,000		-	100.00 %
Total Charges for Services	\$ 81,500	\$	42,201	\$ 2,500	\$ 12,500	\$ 24,300	\$ 81,501	\$	(1)	100.00 %
Special Items									1	
49900 - Intrafund Transfers-In	-		-	-	-	-	-		-	0 %
Total Special Items	\$ -	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	0 %



Calistoga Year End Forecast

	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Services and Supplies								
52125 - Accounting/Auditing Services	400	-	100	100	100	300	100	75.00 %
52130 - Information Technology Svcs	1,000	-	300	300	300	900	100	90.00 %
52490 - Other Professional Services	485,000	91,002	140,000	125,000	125,000	481,002	3,998	99.18 %
52500 - Maint - Equipment	5,000	-	1,000	1,000	2,000	4,000	1,000	80.00 %
52515 - Maint - Software	30,000	-	8,000	8,000	14,000	30,000	-	100.00 %
52520 - Maint - Vehicles	10,000	-	3,000	3,000	4,000	10,000	-	100.00 %
52705 - Insurance - Premiums	15,000	-	-	-	15,000	15,000	-	100.00 %
52800 - Communications/Telephone	300	-	100	100	100	300	-	100.00 %
52810 - Advertising/Marketing	5,000	13,150	-	-	-	13,150	(8,150)	263.00 %
52820 - Printing and Binding	5,000	-	1,000	1,000	1,000	3,000	2,000	60.00 %
53100 - Office Supplies	1,000	-	300	300	300	900	100	90.00 %
53250 - Fuel	34,000	7,400	8,000	9,000	9,000	33,400	600	98.24 %
Total Services and Supplies	\$ 591,700	\$ 111,552	\$ 161,800	\$ 147,800	\$ 170,800	\$ 591,952	\$ (252)	100.04 %
Other Charges								
54600 - Depreciation Expense	40,000	-	-	-	40,000	40,000	-	100%
Total Other Charges	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ -	100%
Special Items								
57900 - Intrafund Transfers Out	25,000	-	1,000	4,000	4,000	9,000	16,000	36.00 %
Total Special Items	\$ 25,000	\$ -	\$ 1,000	\$ 4,000	\$ 4,000	\$ 9,000	\$ 16,000	36.00 %
TOTAL REVENUE	656,700	44,201	87,700	206,500	318,300	656,701	(1)	100%
TOTAL EXPENSES		111,552	162,800	151,800	174,800	600,952	15,748	92%
TOTAL REVENUE - EXPENSES	\$ -	\$ (67,351)	\$ (75,100)	\$ 54,700	\$ 143,500	\$ 55,749	\$ (15,749)	



Capital Projects Year End Forecast

	Budget	Q1 Actuals	Q2 Forecast	Q3 Forecast	Q4 Forecast	YE Forecasted	YE Available Budget	% of Budget
Taxes								
41410 - Sales and Use Tax - Capital	1,000,000	-	-	-	1,000,000	1,000,000	-	100 %
Total Taxes	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -	100 %
Intergovernmental Revenues								
43790 - ST - Other Funding	1,289,200	-	-	750,000	539,200	1,289,200	-	100 %
43950 - Other - Governmental Agencies	810,800	-	-	810,800	-	810,800	-	100 %
Total Intergovernmental Revenues	\$ 2,100,000	\$ -	\$ -	\$ 1,560,800	\$ 539,200	\$ 2,100,000	-	100 %
Revenue from Use of Money and Property								-
45100 - Interest	-	-	-	-	-	-	-	100 %
Total Revenue from Use of Money and Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100 %
Charges for Services					,	,		-
46800 - Charges for Services	-	-	-	-	-	-	-	0 %
Total Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0 %
Capital Assets								
55200 - Construction in Progress	-	58,924	-	-	-	58,924	(58,924)	100 %
55400 - Equipment	3,100,000	30,979	700,000	1,000,000	1,000,000	2,730,979	369,021	88 %
Total Capital Assets	\$ 3,100,000	\$ 89,903	\$ 700,000	\$ 1,000,000	\$ 1,000,000	\$ 2,789,903	\$ 310,097	90 %
TOTAL REVENUE	3,100,000	-	-	1,560,800	1,539,200	3,100,000	-	100%
TOTAL EXPENSES	3,100,000	89,903	700,000	1,000,000	1,000,000	2,789,903	310,097	90%
TOTAL REVENUE - EXPENSES	\$ -	\$ (89,903) \$ (700,000	\$ 560,800	\$ 539,200	\$ 310,097	\$ (310,097)	



Debt Service Year End Forecast

	Budge	t	Q1 Actuals	Q2 Forecast		Q3 Forecast	Q4 Forecast		YE Forecasted	YE A	Available Budget	% of Budget
Taxes												
41400 - Sales and Use Tax	20	00,000	200,000	-		=	=		200,000		=	100 %
Total Taxes	\$ 20	0,000	\$ 200,000	\$ -	\$	-	\$ -	\$	200,000	\$	-	100 %
Revenue from Use of Money and Property											,	
45100 - Interest		-	=	=		=	=		=		=	0 %
Total Revenue from Use of Money and Property	\$	-	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	0 %
Other Charges					•					•	<u>, </u>	
54105 - Principal on Other Debt	20	00,000	-	92,409		-	92,409)	184,818		15,182.00	92 %
Total Capital Assets	\$ 20	0,000	\$ -	\$ 92,409	\$	-	\$ 92,409	\$	184,818	\$	15,182	92 %
											'	'
TOTAL REVENUE	200	0,000	200,000	-		-	-		200,000		-	100%
TOTAL EXPENSES	200	0,000	-	92,409		-	92,409		184,818		15,182	92%
TOTAL REVENUE - EXPENSES	Ś	-	\$ 200,000	\$ (92,409)	\$	-	\$ (92,409)) Ś	15,182	\$	(15,182)	

November 19, 2025 NVTA Agenda Item 11.3

Continued From: New Action Requested: INFORMATION



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Rebecca Schenck, Director of Transit

(707) 259-8636 / Email: rschenck@nvta.ca.gov

SUBJECT: Vine Transit Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the first quarter of Fiscal Year 2025-2026 Vine Transit update.

EXECUTIVE SUMMARY

This report summarizes the Vine safety record for fiscal year 2024-2025 and the Vine's operational performance during the first quarter of the current Federal Fiscal Year (FY) 2025-26, covering the period July 1 to September 30, 2025. The board memo compares the first quarter of FY 2025-26 to the same period of FY 2024-25 to provide context on year-over-year ridership levels and compares missed trips over the same two time periods. It also includes a discussion of recent schedule changes and marketing efforts. Finally, with NVTA VCommute program, Taxi Scrip, Vanpool, Guaranteed Ride Home and Buck for Bikes becoming the responsibility of the NVTA transit team, it provides a set of criteria to establish baseline metrics to measure these programs.

FISCAL IMPACT

None

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

Fiscal Year 2024-25 Safety Record

The National Transit Database (NTD) was established in 1974 and has evolved into the nation's primary source of information and statistics on transit systems. NVTA sends safety and security data monthly to NTD. NVTA submits two reports on both major and non-major events.

Table 1: Definitions

Major Events	Non-Major Events
Fatalities	Assaults on a transit worker that are not reportable as Major Events
Injuries: Immediate transport away from the scene for medical attention for 1 or more persons	Other less severe single-injury safety events
Estimated property damage equal to or exceeding \$25,000	Minor fires where suppression occurred without injury
 Collisions that Meet an injury, fatality, property damage, or evacuation threshold; Involves a transit revenue vehicle and the towing away of any vehicles (transit or non-transit) from the scene; Include suicides, attempted suicides, assaults, or homicides resulting in an injury or fatality that involve contact with a transit vehicle; or Includes collisions that do not involve a transit revenue vehicle but meet a threshold. 	
 Evacuations include Evacuation of a transit facility or vehicle for life-safety reasons. 	

In fiscal year 2024-25, NVTA had no reportable major or non-major events to the National Transit Database. Records of all incidents reportable or otherwise nonreportable are maintained by NVTA.

Future Schedule Changes

The next tentatively planned schedule change is slated for January 11, 2026. Changes currently under consideration include:

- Adding a stop on Riversound Way on Route G to serve Costco & new housing developments
- Adding a new Southbound Route 10 Bus Stop located at approximately 1615 Lincoln Ave
- Adding a new stop on Route E by McPherson Elementary
- Timetable adjustments on Route 11X and Route 21

<u>Federal Transit Administration Automatic Passenger Counters Three Year Benchmarking</u> NVTA is required to complete Automatic Passenger Counters Certification on the same triennial cycle with other transit agencies per the Federal Transit Administration. NVTA did a benchmarking study where manual counts were done as follows:

- (15) trips were sampled for Motor Bus (Routes A-G, 10, 11)
- (15) trips were sampled for Commuter Bus (Routes 11X, 21 and 29)

NVTA completed this certification process in 2025 and found that the APC system was overcounting. Therefore, NVTA worked with its APC contractor Urban Transportation Associated, Inc (UTA) to reprocess and recalibrate the passenger counts. This was applied starting on October 1st of 2024 and will be applied to all FY 2025-2026 data. The result is a ridership decrease of -1.5% on Motor Bus passenger trips and -5.8% decrease in Commuter Bus trips. This was applied to the first quarter of the current Federal Fiscal Year (FY) 2025-26 but did not impact first quarter ridership in the prior fiscal year. This recalibration played a significant role in the decrease of ridership in the most recent quarter on the commuter bus routes 11X, 21 and 29 and well as the motor bus routes 10 and 11.

<u>Ridership</u>

Table 2 compares the annual difference between first quarter of FY 2024-2025 (July, August & September) to first quarter of FY 2025-2026 to show the year-over-year ridership was relatively stagnant with a less than 1% (0.5%) decrease in the City of Napa. Route A experienced the most significant growth year-over-year. Route A switched from a limited on-demand service to a fixed route as part of the January 12, 2025 schedule change. Ridership data indicates significant increases in usage as riders have shown a preference for the bus to operate on a schedule. The increase in Route A ridership is also partially responsible for a decrease in Route B ridership as the two routes overlap on Browns Valley Rd. from Laurel St. to Freeway Drive and riders now have the option of taking the Route A to get to the Soscol Gateway Transit Center instead of the Route B.

Table 2: City of Napa Ridership - Comparing Q1 of FY25 & Q1 of FY26

	Q1 FY25	Q1 FY26	% Difference	Numerical Difference
Napa Local On- Demand*/Route A	980	1,882	92.04%	902
Route B	7,945	5,619	- 29.28%	-2,326
Route C	13,714	14,954	9.04%	1,240
Route D	2,805	3,026	7.88%	221
Route E	2,665	2,427	-8.93%	-238
Route F	3,409	3,204	-6.01%	-205
Route G	3,139	3,368	7.30%	229
Total	34,657	34,480	-0.51%	-177

^{*}In Q1 of FY25, Route A was operating as an on-demand service. In Q1 of FY26, Route A operated as a fixed route service

While ridership is an important key performance indicator (KPI), it is also important to track other KPIs. Passengers per revenue hour is a measure of the number of people on the bus for every hour that the bus is in service. It does not include the deadhead, which is the time leading to and from the maintenance yard. In Chart 1, data shows passengers per revenue hour on weekdays (the grey bars) on local City of Napa routes remained relatively stagnant when compared to the previous quarter of the current federal fiscal year and when compared to the same time one year ago.

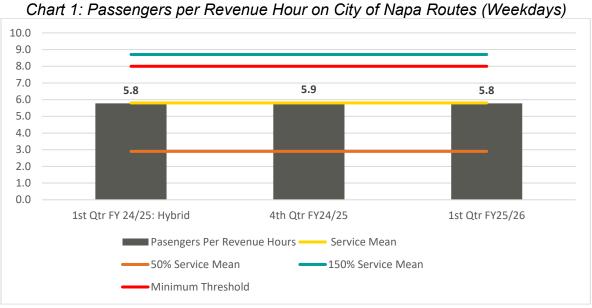


Chart 2 shows that the passengers per revenue hour varies by each individual local route. The Route C passengers per revenue hour continues to operate above the pre-COVID

8.0 minimum threshold measuring at 10.1. All other fixed routes were in the 3.1 to 8.1 range. The first quarter of Fiscal Year 2025-2026 is only the second full quarter that Route A operated as a fixed route service since March 2020. During the same time (Jul – Sep) one year ago, Route A had a passengers per revenue per hour of 1.6. In the fourth quarter. This demonstrates the more efficient nature of operating a fixed route service compared to an on-demand service.

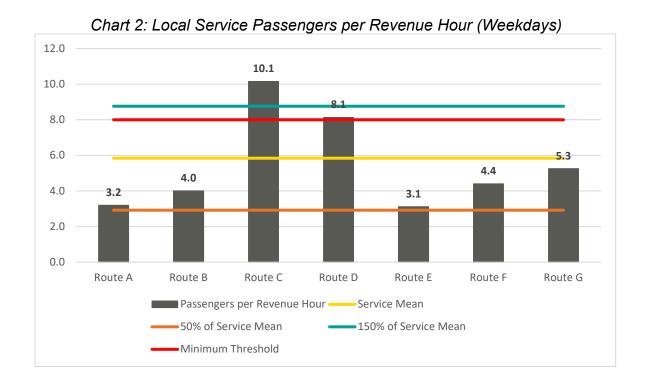


Table 3 on the next page shows overall ridership decrease of nearly 12% for the quarter on regional routes. While overall the 11X ridership fell in the first quarter from FY 25 to FY 26, ridership has grown from the previous quarter. Route 29 began operating on Saturdays as of August 16, which is reflected in the 9,602 ridership figure below. Staff will closely monitor ridership levels on Saturdays on Route 29 and the reimagined 11X to evaluate its effectiveness and popularity.

Table 3: Routes 10, 11,11X, 21 & 29 Ridership – Comparing Q1 of FY25 & Q1 of FY26

Q1 FY25 Q1 FY	% Difference	Numerical Difference
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Route 10	44,838	37,580	-16.19%	-7,258
Route 11	33,521	30,905	-7.80%	-2,616
Route 11X	1,441	1,286	-10.76%	-155
Route 21	3,467	2,774	-19.99%	-693
Route 29*	10,044	9,602	-4.40%	-442
Total	93,311	82,147	-11.96%	-11,164

*Route 29 began operating Saturday service as of August 10, 2025, which is reflected in the Q1 FY26 ridership figure

Passenger per revenue hour data on the weekdays shows that Routes 10 and 11 continue to be the most efficient regional routes. As shown in Chart 3, the Routes 10 and 11 experienced passengers per revenue hour (PAX/HR) at 8.8 and 8.7. Route 11X remains at a low 2.4. The route was previously geared towards Vallejo Ferry commuters, however a new version of Route 11X began operating on August 11, 2025 as an expedited version of the long Route 11 that serves the most popular stops. The passengers per revenue hour figure contains a mix of ridership before and after the change was implemented. Route 21 shows the lowest figure at 2.3.

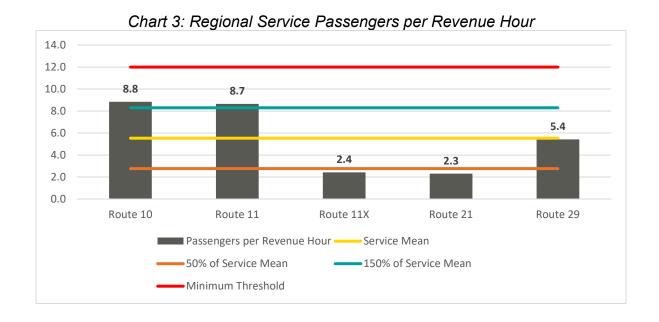


Table 4 shows ridership had a minor decrease on the community shuttles overall by about 4% compared to the same quarter last year. The Yountville Bee experienced the most significant decline among the community shuttles. NVTA staff is working with Yountville staff to explore an expanded service area and other promotions to drive ridership and

market the Yountville Bee. The St Helena shuttle experienced a ridership increase of approximately 16%. The increase can be attributed to summer camps in July & August utilizing the shuttle for transportation services and more residents taking trips. Additionally, NVTA increased shuttle hours with financial assistance from the City of St Helena during the summer to accommodate St Helena's Summer Concert Series to encourage residents to take the shuttle to and from Lyman Park.

Table 4: Community Shuttles— Comparing Q1 of FY25 & Q1 of FY26

•	Q1 FY25	Q1 FY26	% Difference	Numerical Difference
Calistoga Shuttle	3,946	4,025	2.00%	79
St. Helena Shuttle	1,410	1,634	15.89%	224
Yountville Bee	1,413	1,060	-24.98%	-353
American Canyon Transit	4,313	3,930	-8.88%	-383
Total	11,082	10,649	-3.91%	-433

Chart 4 on the next page shows the passengers per revenue hour on the local community shuttles. American Canyon Transit continues to show the strongest ridership of the community shuttles and during Q1 of FY26, the Calistoga Shuttle ridership is matching American Canyon Transit's Passengers Per Revenue Hour at 3.6. Given the popularity of American Canyon Transit, feedback received from the Community Based Transportation Plan and a recommendation listed in NVTA's Accessible Transportation Needs Assessment, staff plans to submit a Request for Proposals (RFP) to the California Public Utilities Commission's Access for All Program for funding to increase the hours of service. Staff will be submitting a proposal to increase weekday hours on American Canyon Transit to 7:00pm and implement Saturday and Sunday service that would operate from 8:30 – 5:30pm.

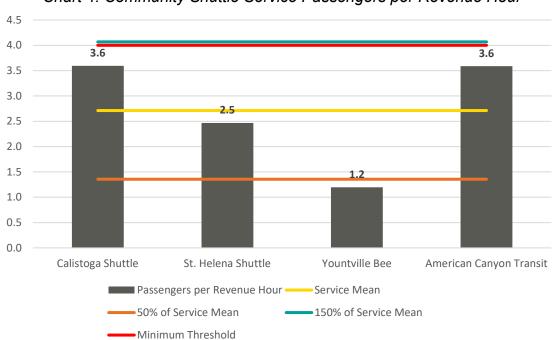


Chart 4: Community Shuttle Service Passengers per Revenue Hour

VineGo ridership rose by about 19% over the last year as seen in Table 5. Staff continues to see steady increases in VineGo Ridership since the COVID-19 pandemic impacts have lessened and marketing efforts and partnerships with organizations, such as Molly's Angels, have increased.

Table 5: VineGo Ridership - Comparing Q1 of FY25 & Q1 of FY26

	Q1 FY25	Q1 FY26	% Difference	Numerical Difference
VineGo	4,055	4,811	18.64%	756

Finally, Tables 6 & 7 on the next page show the missed trips during the fourth quarter of the current fiscal year compared to the fourth quarter of last Fiscal Year. Beginning in January 2025, NVTA reinstated a liquidated damage against its contracted service operator, Transdev, which enforces a \$500 penalty for each missed trip. This requirement was initially waived during the COVID pandemic given the uncertainties of the transit landscape and employment market. Given that much time has passed and Vine Transit's schedules are more consistent, staff began enforcement and noticed a significant decline when compared to the same period last year.

Table 6: Missed trips Q1 of FY 2024-2025

	Regular Missed Trips	On-Demand Missed Trips
July	41	1
August	43	7
September	32	0
Total	116	8

Table 7: Missed trips Q1 of FY 2025-2026

	Regular Missed Trips	On-Demand Missed Trips
July	8	0
August	8	0
September	5	0
Total	21	0

Marketing Efforts

Staff made a concerted effort to attend more outreach events this year to raise general awareness of Vine Transit services, and promote NVTA planning and programming efforts. Outreach events staff attended since our previous Vine Transit report presented in September include:

- Transit Month Pop-Up Event at the Redwood Park & Ride (Sep 11)
- Transit Month Pop-Up Event at the Soscol Gateway Transit Center (Sep 17)
- Tuesday Napa Farmer's Market (Oct 7)
- Napa Valley College Hispanic Resource Fair (Oct 14)
- St Helena Harvest Festival (Oct 18)

NVTA will be decorating the Yountville Bee bus for the holidays to help spread festive cheer around the Town of Yountville during the month of December. In addition, carolers are planning to serenade riders onboard on select days during the holiday season.

<u>Computer Aided Dispatch/Automatic Vehicle Location and On-Demand Automated</u> Dispatching Update

NVTA had a new CAD/AVL system installed on 18 new buses including the four cutaways and 14 Gillig Electric Buses. These installations include CradlePoint Routers, instead of Digi Routers, and were tested by a third-party inspector from First Transit at the Gillig plant to ensure quality installation.

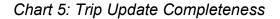
After releasing a Request for Information (RFI) for CAD-AVL and On-Demand Automated Dispatching on March 26, 2025, staff read through twelve proposals and requested six firms to conduct an oral presentation and demonstrate their product(s). Additionally, staff visited two local transit agencies to view their CAD-AVL systems in-person. Through this process, staff learned a lot of information that helped to shape a formal Request for Proposals (RFP).

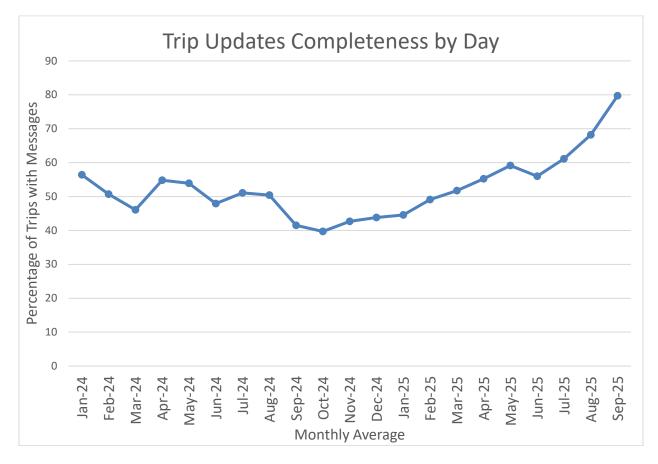
NVTA released a Request for Proposals in October, and firms are required to submit their responses by November 30, 2025. Once submitted, staff will review and evaluate each one to try to find the product that will best meet the agency's needs. The contract for these services will be awarded in early 2026.

Trip Completeness

NVTA continues to track the percentage of trips sending real-time messages. Chart 5 below shows monthly averages of trip completeness across all routes. NVTA's trip completeness is trending upwards. NVTA would like to get to a level of 85% on-par with its neighbor Sonoma County Transit.

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The most recent 14-days (October 7th to the 20th) published by the Cal ITP shows that on a given day anywhere between 63% and 98% of trips report real-time data.

VCommute Baseline

The NVTA suite of VCommute programs will be part of the transit update moving forward. Starting in the new year, the transit updates will include the following information:

- Taxi Scrip
 - Trips per year, past 3 years
 - Average dollar value or trip by year
- Bucks for Bikes redemptions
 - By year, past 3 years
- Guaranteed Ride Home redemptions
 - By year, past 3 years
- Vanpools
 - Identified Employer Prospects (#)
- Email Campaign Subscribers (current)

- o Open Rate for Biweekly Emails (average & top performer for calendar year)
- o Bounce & Unsubscribe (same)
- Total Registered Users (RideAmigos)
- Active users (platform login within prior 60-days)
 - o Total current & by month for current calendar year
- RideAmigos Employers w/ Network Manager

ATTACHMENTS

None