



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Funding Agreement No.25-C36 with the Solano Transportation Authority (STA) for the Solano-Napa Activity Based Model (SNABM)

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee to enter and make minor modifications to Agreement No. 25-C36 with the Solano Transportation Authority (STA) for the Solano-Napa Activity Based Model (SNABM) in an amount not-to-exceed \$150,000.

EXECUTIVE SUMMARY

NVTA and STA are partnering to update the SNABM. This effort will update the model's base year from 2015 to 2025 and incorporate new traffic counts, land use data, and network changes, while aligning with MTC's regional model and enhancing features such as active transportation and visitor modeling. The updated model will support long-range planning and project development across Napa and Solano Counties.

FISCAL IMPACT

Is there a fiscal impact? Yes, \$150,000-\$125,000 plus a \$25,000 contingency. The project is included in the NVTA's approved planning budget.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Danielle Schmitz, Executive Director

REPORT BY: Addrell Coleman, Associate Program Planner/Analyst
Phone: (707) 259-8235 / Email: acoleman@nvta.ca.gov

SUBJECT: Funding Agreement No. 25-C36 with the Solano Transportation Authority (STA) for the Solano-Napa Activity Based Model (SNABM)

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee to enter and make minor modifications to Agreement No. 25-C36 with the Solano Transportation Authority (STA) for the Solano-Napa Activity Based Model (SNABM) in an amount not-to-exceed \$150,000.

BACKGROUND

NVTA and STA jointly maintain the Solano-Napa Activity-Based Model (SNABM), a regional travel demand model used to support the Congestion Management Program (CMP) and forecast traffic volumes based on changes in land use and transportation infrastructure across Napa and Solano Counties. The model is currently calibrated to 2015 conditions and is due for an update to reflect today's travel patterns, growth trends, and completed infrastructure projects.

SNABM is a core tool used by both agencies for long-range planning, grant applications, and environmental analysis. It helps evaluate how land use and transportation investments may impact travel demand, providing a consistent, data-driven basis for decision-making. With upcoming regional and state planning efforts, such as MTC's 2026 Regional Transportation Plan (RTP) and Plan Bay Area 2060, a modernized and aligned model is critical to support policy development and secure future funding.

This update will bring the model forward to a 2025 base year and include new traffic count data, refreshed land use and network inputs, and enhancements such as active transportation and visitor modeling features. The project also includes a revised SNABM

user guide and technical coordination through a Model Technical Advisory Committee (TAC) made up of staff from NVTA, STA, Caltrans, and local jurisdictions in both counties.

STA will serve as the contracting agency and is contributing \$250,000 toward the project. A \$25,000 contingency brings NVTA's total not-to-exceed contribution to \$150,000. The project is slated to begin in Fall 2025 and take approximately 18 months to complete.

ALTERNATIVES

If the agreement doesn't receive approval, this could delay SNABM updates, hinder reliable travel forecasting, and risk inconsistency with regional planning requirements.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The updated model will strengthen multimodal analysis, helping agencies plan safer, more accessible transportation networks.

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

Improved data on travel demand and the transportation network will improve planning and design of highway projects.

ATTACHMENTS

1) Funding Agreement No. 25-C36 with STA for the SNABM Model Update

**FUNDING AGREEMENT
BETWEEN SOLANO TRANSPORTATION AUTHORITY
AND
THE NAPA VALLEY TRANSPORTATION AUTHORITY
FOR
THE SOLANO-NAPA ACTIVITY-BASED MODEL BASE YEAR UPDATE**

THIS FUNDING AGREEMENT ("**Agreement**") is made and entered into as of this ____ day of _____, 2025, by and between the SOLANO TRANSPORTATION AUTHORITY, a joint powers entity organized under Government Code section 65000 et seq. ("**STA**"), and the NAPA VALLEY TRANSPORTATION AUTHORITY, a joint powers entity organized under Government Code section 6500 et seq. ("**NVTA**"), each individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, STA was created in 1990 through a Joint Powers Agreement (JPA) between the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Fairfield, Vallejo and the County of Solano to serve as the Congestion Management Agency (CMA) for Solano; and

WHEREAS, STA, as the CMA and the County Transportation Authority (CTA) pursuant to the Joint Powers Agreement (JPA) on the Organization and Functions of the Solano Transportation Authority dated September 1995 for the County of Solano, partners with various transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC), Association of Bay Area Governments (ABAG) and Caltrans District 4, to set countywide transportation priorities and to coordinate the delivery of transportation projects in furtherance of the identified transportation priorities; and

WHEREAS, the Parties desire to maintain, operate, and upgrade the two-county centered traffic projection model ("**Solano-Napa Activity-Based Model**"); and

WHEREAS, the Parties have previously jointly financed the services of a professional traffic model consultant; and

WHEREAS, the Parties upgraded the current version of the Solano-Napa Activity-Based Model (SNABM) to the model structure compliant with MTC's regional model; and

WHEREAS, the Parties desire to jointly contribute to the work of maintaining, operating, and upgrading the model; and

WHEREAS, the main objective of updating the SNABM is to update its 2015 base year to 2025, which will factor in new traffic counts essential to validate the new base year; and

WHEREAS, STA received Board approval on April 9, 2025 to enter into a funding agreement with NVTA to fund the SNABM Base Year Update.

TERMS

NOW, THEREFORE, in consideration of the mutual promises of STA and NVTA contained herein, STA and NVTA agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall cover the time period, **May 1, 2025 through December 31, 2026.**

2. **Use of Funds by STA.** STA hereby agrees to use all funds conveyed to STA by NVTA under this Agreement for the sole purpose of obtaining consultant services for the SNABM Base Year Update pursuant to the scope of work attached and incorporated as **Exhibit A.**

3. **Payment of Funds by NVTA to STA.** NVTA shall pay the STA:

(a) **One Hundred Twenty Five Thousand Dollars (\$125,000)** following STA's procurement of a consultant and for the provision of the services of this Agreement.

(b) All payments for compensation and reimbursement for expenses shall be made only upon presentation by STA to NVTA of a billing invoice in a form acceptable to the NVTA agent which indicates, at a minimum, STA's name, address, and Taxpayer Identification Number. STA shall submit invoices to the NVTA Planning Manager who, after review and approval as to form and content, shall submit the invoice to the NVTA Finance Manager no later than fifteen (15) calendar days following receipt. NVTA agrees to pay STA within thirty (30) days of receipt of invoice.

4. **Records and Monitoring.** STA shall maintain financial and statistical records which fairly reflect the activities of STA pertaining to the services described in Exhibit "A" and the actual costs thereof. Upon reasonable request by NVTA, STA shall make available for inspection and audit by representatives of NVTA all books, financial records, program information and other records pertaining to the overall operations of STA in relation to the services described in **Exhibit A,** and shall allow such representatives to review and inspect STA's facilities and program operations relating to the services described in **Exhibit A.**

5. **Independent Contractor.** STA shall perform this Agreement as an independent contractor. STA and the officers, agents, employees, and contractors of STA are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation. STA shall, at its own risk and expense, determine the method and manner by which the obligations of STA to NVTA under this Agreement shall be performed; provided however that NVTA may monitor the progress of the activities of STA and its officers, employees, agents and contractors in relation to completion of the Project. STA and its officers, employees, agents and contractors shall be entitled to none of the benefits accorded to an NVTA employee. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to STA. As between STA and NVTA, STA alone shall be responsible for all such payments.

6. **Indemnification.** STA and NVTa shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, or employees when performing any activities or obligations required of that party under this Agreement.

7. **Non-Discrimination Clause.**

(a) During the performance of this Agreement, STA and its subcontractors shall not deny the benefits thereof to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex, or other protected status. STA shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) STA shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any State or local regulations adopted to implement any of the foregoing.

8. **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 ten (10) 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 five (5) days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices).

9. **Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof. In the event this Agreement is terminated for convenience, NVTa agrees to pay STA for all reasonable expenses incurred under this Agreement up to the date of notice of termination.

10. **No Waiver.** 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.

11. **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.

STA

Daryl K. Halls
Executive Director
423 Main Street
Suisun City, CA 94585

NVTA

Danielle Schmitz
Executive Director
625 Burnell Street
Napa, CA 94559

12. **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.

13. **Compliance with Laws.** STA shall observe and comply with all applicable federal, State and local laws, ordinances, and codes, including, without limitation, all laws applicable to municipal corporations.

14. **Interpretation.** The headings used herein are for reference. 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.

15. **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.

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

17. **Counterpart and Electronic Signature.** As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the Parties hereby agree to conduct this transaction by electronic means. This Agreement may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that the electronic signatures appearing on this Agreement are intended by each Party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

18. **Signatory's Warranty.** Each Party warrants to the other Party that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties to this Agreement have executed it as of the date first above written.

SOLANO TRANSPORTATION AUTHORITY

NAPA VALLEY TRANSPORTATION AUTHORITY

By: _____
Daryl K. Halls, Executive Director

By: _____
Danielle Schmitz, Executive Director

Approved as to Form:

Approved as to Form:

By: _____
Megan J. Callaway, STA Legal Counsel

By: _____
Osman I. Mufti, Senior Counsel
Sloan Sakai Yeung & Wong LLP

EXHIBIT A

TRAFFIC MODELING CONSULTANT SCOPE OF WORK

Task 1. Project Management

Task 1.1 Kick-off Meeting

STA and NVTA staff will hold a kick-off meeting with the selected consultant to review the project scope, schedule, and anticipated milestones and deliverables.

Task 1.2 Project Check-in Meetings

Check-in meetings will be conducted with STA and NVTA staff. Meeting will be held at least biweekly for the duration of the project. The selected consultant will be taking the lead in the development of the agenda for each check-in.

Task 1.3 Project Management

This task will capture the ongoing project management responsibilities for Task 1-5.

Deliverable
1.1 Finalized budget and detailed project schedule. 1.2 Project Check-in Meeting Agenda and Notes 1.3 Project Management

Task 2. Evaluate Solano- Napa Activity Based Model (SNABM) Performance and Identify Recommendations

The selected Consultant will evaluate the performance of the current SNABM and assess how it compares to the latest modeling industry standards.

In consultation with the Metropolitan Transportation Commission (MTC), the Consultant will develop a set of recommendations along with associated costs to enhance the traffic model. The scope of the recommendations can include, but is not limited to, identifying improvements in the network, traffic analysis, zones, transit, active modes (walk/bike) and freight (goods movement), along with exploring the addition of new features to the model, such as an active transportation and/or Visitor Model for Napa. The proposed recommendations will be presented to the Model Technical Advisory Committee (TAC) for their review and feedback. The implementation of the recommendations will be captured under Task 3.

Deliverable
1) Memo Summarizing Current Model Conditions 2) Memo Summarizing Recommended Model Improvements and Associated Costs to Implement the Additional Improvements to the Model

Task 3. Update the Base Year of the SNABM from 2015 to 2025

The consultant will support STA and NVTA staff in updating the model's base year while maintaining consistency and documentation to align with MTC's regional model. This includes tracking regional model changes as MTC heads into their next 2026 RTP update effort. The data should reflect the latest information available.

Task 3.1 Traffic Counts Data Collection

This task includes collecting new traffic counts, which ideally should be scheduled to commence in Fall 2025 and if needed Spring 2026. Additional traffic count adjustments recommended under Task 2 may be included under this task. Consultant should first inquire of recent traffic counts taken that can be incorporated into the model before conducting traffic counts.

The traffic counts will be utilized for model calibration and validation purposes. This includes but is not limited to leveraging Performance Measurement System (PeMS) data, which will have to be analyzed carefully for completeness and accuracy. Additional data can be leveraged using older counts and analyzing trends in the Caltrans Traffic County database. To fill in missing data counts and to support the validation of the model, the Consultant will also identify a cost-effective approach to collecting new traffic counts, which includes accounting for turn movement counts.

Task 3.2 Socio-Economic Data

The primary task will be to update the socio-economic data of the model with the latest available household surveys and census data (e.g. CTPP, ACS) to develop the 2025 base year ensuring consistency MTC/ABAG household and employment forecasts. Additional land use adjustments and updated modeling guidelines recommended under Task 2 will be included under this task.

Task 3.3 Traffic Analysis Zones (TAZs)

The primary task will be to update, as needed, the boundaries of the Traffic Analysis Zones (TAZs) to reflect local zoning adjustments. Additional TAZ adjustments recommended under Task 2 will be included under this task.

Task 3.4 Network Improvements for 2025 and Forecast Year

The highway, transit, and bike/pedestrian networks will be updated to reflect services for the new 2025 base year and forecasted year. This task will also include the inclusion of transportation projects captured in MTC's Regional Network for both the new base year and forecast year. Additional network adjustments will be included under this task, which includes enhancing network granularity at the local level and/or additional improvements recommended under Task 2.

Task 3.5 Model Calibration, Validation, Forecast Year and Documentation

Model calibration will be conducted for all components of the model to the latest calibration coefficients as received from MTC. Calibration will also use the location-based data to ensure travel patterns in important corridors.

Model validation will be conducted to match the observed data such as traffic counts and transit ridership for the new base year and forecast year. A set of validation targets will be recommended by the consultant in coordination with the Model TAC/MTC staff. Once the validation targets are established all reasonable steps will be taken to meet the validation targets and the documentation needed to report to MTC and/or Caltrans staff. The Model needs to be consistent with MTC's regional model.

Deliverables
<ol style="list-style-type: none"> 1) Memo summarizing the changes to the SNABM (e.g. Land use, Traffic Analysis Zones, Network Improvements) 2) Memo summarizing Model Validation Process and Documentation 3) Memo summarizing land use and traffic volume trends for 2025 and forecast year 4) Memo summarizing traffic counts, broken down for Napa and Solano Jurisdictions for both new base year and forecasted year

Task 4. Stakeholders and Advisory Committee Outreach

Task 4.1 Working with Model TAC

The selected Consultant will be working closely with Solano-Napa member agencies through the Model TAC. The Model TAC will serve as the Project Leadership Team of the project and its role will be to provide feedback and recommend actions at key project phases. The Model TAC consists of public works staff from Napa and Solano jurisdictions and Caltrans staff. The selected Consultant will be expected to develop materials such as Memos, PowerPoints, and other collateral associated with delivering technical model updates to the Model TAC. The Consultant should plan for 3-6 Model TAC meetings that will be held virtually.

Task 4.2 STA and NVTa Technical Advisory Committee

Project updates will be provided to the STA TAC, composed of City and County Public Works Directors, to inform and seek feedback during key project phases pertinent to Solano jurisdictions. The Consultant can anticipate attending between 1-2 STA TAC meetings. The Consultant should also anticipate attending about 1-3 meetings each for the following policy committees 1) State Route 12 Corridor Subcommittee and 2) the Arterials, Highways and Freeways Committee. All three committees may be attended virtually.

Project updates will also be provided separately to the NVTa TAC, composed of City and County Public Works Directors, to inform and seek feedback during key project phases pertinent to Napa jurisdictions. The Consultant can anticipate attending between 1-3 NVTa TAC meetings.

The Consultant will be expected to develop tailored materials such as MEMOs, PowerPoints and other collateral associated with delivering model updates to the STA/NVTa TAC.

Task 4.3 STA and NVTa Board Meetings

Project updates will also be provided to the STA Board during key phases of project development and adoption. The Consultant can anticipate attending at least 1 STA Board meetings.

Project updates will also be provided to the NVTa Board during key phases of project development and adoption. The Consultant can anticipate attending at least 1 NVTa Board meetings.

The Consultant will also be expected to develop tailored materials such as PowerPoints and other collateral associated with delivering model updates to the STA/NVTa Board.

The Consultant will develop a Draft Final Report and Final Report for the SNABM Base Year Update Effort, summarizing the Model Update Effort and Documentation. This Report is a key deliverable that will be incorporated as part of the final approval process. The Report will be reviewed by STA/NVTa staff, the Model TAC, and STA/NVTa TAC. Feedback received by these committees will then be incorporated to develop a Final Report that will be taken to the

STA/NVTA Board for their adoption.

Task 4.3 Attend Meetings with MTC/Caltrans staff as needed/requested.

Deliverable
1) PowerPoint Materials and collateral associated with delivering technical model updates to the Model TAC, STA TAC, NVTA TAC and STA Board and NVTA Board.
2) Draft Final Report summarizing the SNABM Base Year Update Effort and Documentation
3) Final Report for the SNABM Base Year Update Effort and Documentation

Task 5. Update SNABM User Guide

Update the current SNABM user guide with the appropriate step-by-step process for a variety of scenarios, and troubleshooting tips, including the needed software and hardware requirements to be used by local staff to enable them to operate and change the model.

Deliverable
1) Updated SNABM User Guide